



# CITY OF SEATTLE

## City Council

### Agenda

**Monday, December 13, 2021**

**2:00 PM**

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

**M. Lorena González, President**

**Lisa Herbold, Member**

**Debora Juarez, Member**

**Andrew J. Lewis, Member**

**Tammy J. Morales, Member**

**Teresa Mosqueda, Member**

**Alex Pedersen, Member**

**Kshama Sawant, Member**

**Dan Strauss, Member**

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

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<http://seattle.gov/cityclerk/accommodations>.**



# CITY OF SEATTLE

## City Council Agenda

**December 13, 2021 - 2:00 PM**

### **Meeting Location:**

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

### **Committee Website:**

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

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*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 2:00 p.m. City Council meeting at

<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.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 all Councilmembers at

[Council@seattle.gov](mailto:Council@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#

**A. CALL TO ORDER**

**B. ROLL CALL**



**C. PRESENTATIONS****D. APPROVAL OF THE JOURNAL**

[Min 358](#) December 6, 2021

**Attachments:** [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 329](#) December 13, 2021

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

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

Register online to speak during the Public Comment period at the 2:00 p.m. City Council meeting at  
<http://www.seattle.gov/council/committees/public-comment>.

Online registration to speak at the City Council meeting will begin two hours before the 2:00 p.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.

**H. PAYMENT OF BILLS**

*These are the only Bills which the City Charter allows to be introduced and passed at the same meeting.*

[CB 120249](#) AN ORDINANCE appropriating money to pay certain audited claims for the week of November 29, 2021 through December 3, 2021 and ordering the payment thereof.

**I. COMMITTEE REPORTS**

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

**CITY COUNCIL:**

1.     [CB 120242](#)     AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between The City of Seattle and certain City unions; and ratifying and confirming certain prior acts.

**Attachments:**   [Att 1 – MOU with Unions](#)

**Supporting  
Documents:**   [Summary and Fiscal Note](#)  
                      [Central Staff Memo](#)  
                      [Central Staff Memo - Attachment A: City of Seattle](#)  
                      [Coalition Unions / Signatory Unions to the MOU](#)

2.     [CB 120243](#)     AN ORDINANCE relating to City employment; providing salary increases for 2022 for certain non-represented City job titles; and ratifying and confirming certain prior acts.

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

3.     [CB 120244](#)     AN ORDINANCE relating to City employment, to be known as the 2022 Pay Zone Ordinance; adjusting the pay zone structures for 2022 for the City's discretionary pay programs; and ratifying and confirming certain prior acts.

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

4. [CB 120184](#) AN ORDINANCE relating to City employment; establishing Juneteenth as a legal holiday for certain City employees and a legal parking holiday; amending other provisions to implement Juneteenth as a legal holiday, conform with state law, and make technical corrections; and amending Sections 4.20.190 and 11.14.277 of the Seattle Municipal Code.

**Supporting  
Documents:**

[Summary and Fiscal Note](#)  
[Central Staff Memo](#)

5. [CB 120246](#) AN ORDINANCE relating to the City's traffic code; conforming the Seattle Municipal Code with changes in state law; amending Sections 11.14.055, 11.20.040, 11.20.230, 11.30.040, 11.31.120, 11.34.020, 11.40.240, 11.44.020, 11.44.040, 11.50.320, 11.50.340, 11.53.100, 11.53.120, 11.53.140, 11.53.200, 11.53.205, 11.55.010, 11.55.080, 11.56.025, 11.56.050, 11.56.120, 11.56.350, 11.56.355, 11.58.005, 11.58.195, 11.58.230, 11.70.060, 11.82.520, and 11.84.440 of the Seattle Municipal Code; and adding new Sections 11.14.097, 11.14.712, and 11.70.070 to the Seattle Municipal Code.

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

6. [Res 32032](#) A RESOLUTION setting forth The City of Seattle's 2022 State Legislative Agenda.

**Attachments:** [Ex 1 - City of Seattle State Legislative Agenda](#)

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

**FINANCE AND HOUSING COMMITTEE:**

7.     [CB 120119](#)     AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

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

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

**Opposed: None**

**Abstain: 1 - Herbold**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

[Proposed Substitute](#)

8.     [CB 120238](#)     AN ORDINANCE relating to funding for housing; adopting a substantial amendment to The City of Seattle 2021 Annual Action Plan of the 2018-2022 Consolidated Plan for Housing and Community Development and authorizing its submission to the United States Department of Housing and Urban Development (HUD); authorizing acceptance of grant funds from HUD for programs and activities included in the Annual Action Plan; and ratifying and confirming certain prior acts.

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

**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**

**Opposed: None**

**Attachments:** [Att 1 - Substantial Amendment to the 2021 Annual Action Plan](#)

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

9.     [CB 120227](#)     AN ORDINANCE related to street vacations; amending Section 15.62.090 of the Seattle Municipal Code to exempt publicly funded affordable housing projects from compensating the City for vacations.
- The Committee recommends that City Council pass as amended the Council Bill (CB).**  
**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**  
**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

10.    [Appt 02080](#)     Appointment of Estefana Ramirez De Harry as member, Domestic Workers Standards Board, for a term to February 28, 2022.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**  
**Opposed: None**

**Supporting  
Documents:**

[Appointment Packet](#)

11.    [Appt 02081](#)     Appointment of Diana Salazar as member, Domestic Workers Standards Board for a term to, February 28, 2022.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**  
**Opposed: None**

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

12.    [Appt 02082](#)     Appointment of Edna C. Shim as member, Burke Gilman Public Development Authority Governing Council, for a term to December 31, 2023.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**  
**Opposed: None**

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

13. [Appt 02083](#) Reappointment of Chasten Fulbright as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2023.

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

**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**

**Opposed: None**

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

14. [Appt 02084](#) Reappointment of Shalimar M. Gonzales as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2023.

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

**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**

**Opposed: None**

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

15. [Appt 02085](#) Reappointment of Eric Snow as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2024.

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

**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**

**Opposed: None**

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

16. [Appt 02086](#) Appointment of Sally J. Clark as member, Seattle Housing Authority Board, for a term to March 20, 2025.

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

**In Favor: 5 - Mosqueda, Herbold, González , Lewis, Strauss**

**Opposed: None**

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

**GOVERNANCE AND EDUCATION COMMITTEE:**

17. [Res 32029](#) A RESOLUTION adopting General Rules and Procedures of the Seattle City Council; superseding Resolution 31920.
- The Committee recommends that City Council adopt as amended the Resolution (Res).**
- In Favor: 3 - González , Mosqueda, Strauss**
- Opposed: None**

**Attachments:** [Att 1 - General Rules and Procedures of the Seattle City Council v2](#)  
[Att 1 Appx A - List of Non-Suspendible Rules](#)

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

#### **LAND USE AND NEIGHBORHOODS COMMITTEE:**

18. [CB 120215](#) AN ORDINANCE relating to land use review decision procedures; amending Section 23.51A.002 of the Seattle Municipal Code to authorize the Director of the Seattle Department of Construction and Inspections to administratively waive development standards for minor expansions of sewage treatment plants subject to a Department of Ecology corrective order and finding an emergency under Seattle Municipal Code Section 25.05.880.
- The Committee recommends that City Council pass the Council Bill (CB).**
- In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen**
- Opposed: None**

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

19. [CB 120239](#) AN ORDINANCE relating to Seattle's construction codes; amending Sections C404.2.3, C404.2.3.1, C406.8, C406.8.1, C503.4.6, and C503.5 and Table 406.1 of the 2018 Seattle Energy Code, adopted by Ordinance 126279.

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

**In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen**

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

20. [CB 120206](#) AN ORDINANCE relating to land use and zoning; adding a new Chapter 23.70 to the Seattle Municipal Code (SMC); amending Chapter 23.32 of the SMC at page 14 of the Official Land Use Map to establish a Mobile Home Park Overlay District; amending Section 23.84A.032 of the SMC; and requesting that the Office of Housing add the census tract in which the Mobile Home Park Overlay District is located to those eligible for the affirmative marketing and community preference policy adopted in the Housing Funding Policies.

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

**In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen**

**Opposed: None**

**Attachments:** [Full Text: CB 120206 v2](#)

**Supporting  
Documents:**

[Summary and Fiscal Note](#)



21.    [CB 120214](#)    AN ORDINANCE relating to land use and zoning; renaming Single-Family zones to Neighborhood Residential zones; amending Chapter 23.32 of the Seattle Municipal Code (SMC) at pages 1 through 107, 111 through 114, 117 through 126, 131 through 140, 142 through 214, and 216 through 221 of the Official Land Use Map; renaming Chapter 23.44 of the Seattle Municipal Code; and amending Sections 6.600.080, 11.16.240, 15.16.040, 15.17.100, 15.17.120, 15.17.150, 15.32.200, 15.32.300, 22.801.200, 22.900C.010, 23.04.010, 23.30.010, 23.30.030, 23.34.006, 23.34.010, 23.34.011, 23.34.012, 23.34.013, 23.34.014, 23.34.018, 23.34.072, 23.34.089, 23.40.006, 23.41.004, 23.41.008, 23.42.052, 23.42.056, 23.42.058, 23.42.106, 23.42.108, 23.42.110, 23.42.112, 23.42.122, 23.42.124, 23.42.130, 23.44.002, 23.44.006, 23.44.008, 23.44.010, 23.44.011, 23.44.012, 23.44.013, 23.44.014, 23.44.016, 23.44.017, 23.44.019, 23.44.020, 23.44.021, 23.44.022, 23.44.024, 23.44.028, 23.44.034, 23.44.035, 23.44.036, 23.44.041, 23.44.046, 23.44.060, 23.45.514, 23.45.518, 23.45.527, 23.45.536, 23.45.550, 23.45.578, 23.47A.014, 23.47A.040, 23.50.024, 23.50.030, 23.51A.002, 23.51B.002, 23.53.006, 23.53.010, 23.53.015, 23.53.030, 23.54.015, 23.54.020, 23.55.012, 23.55.015, 23.55.020, 23.57.005, 23.57.008, 23.57.009, 23.57.010, 23.58C.050, 23.69.024, 23.71.012, 23.71.030, 23.71.036, 23.72.004, 23.72.010, 23.84A.048, 23.86.006, 23.86.007, 23.86.008, 23.86.010, 23.90.019, 23.91.002, 25.05.800, 25.08.225, 25.09.240, 25.09.260, 25.11.040, 25.11.050, and 25.11.060 of the Seattle Municipal Code.

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

**In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen**

**Opposed: None**

**Attachments:**    [Full Text: CB 120214](#)

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

22. [CB 120235](#) AN ORDINANCE relating to historic preservation; imposing controls upon 802 16th Avenue, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

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

**In Favor: 5 - Strauss, Mosqueda, Juarez, Lewis, Pedersen**

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

[Summary Ex A - Vicinity Map of 802 16th Avenue](#)

**PUBLIC ASSETS AND NATIVE COMMUNITIES COMMITTEE:**

23. [CB 120164](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into an agreement with the Woodland Park Zoological Society for operation and management of the Woodland Park Zoo.

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

**In Favor: 5 - Juarez, Pedersen, Herbold, Mosqueda, Sawant**

**Opposed: None**

**Attachments:** [Att 1 - \(Proposed\) Woodland Park Zoo Operations and Management Agreement v2](#)

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

[Summary Att A – Key Points of O & M Agreement](#)

24. [CB 120188](#) AN ORDINANCE creating an Indigenous Advisory Council for tribal and urban Indian engagement; adding a new Chapter 3.75 to the Seattle Municipal Code; and amending Section 3.35.050 of the Seattle Municipal Code.

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

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

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

25. [Res 32034](#) A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the State Recreation and Conservation Office (RCO).

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

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

**Opposed: None**

**Attachments:** [Att 1 - Sample RCO Project Agreement](#)

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

[Summary Att A – Property Maps](#)

**PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE:**

26. [CB 120248](#) AN ORDINANCE relating to City employment; creating a compensation program for the position of Fire Chief; specifying provisions for the administration of said compensation program; and ratifying and confirming certain prior acts.

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

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

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

27. [CB 120247](#) AN ORDINANCE relating to the organization of City government; adding data reporting responsibilities to the City Attorney's Office; and adding a new Chapter 3.46 to the Seattle Municipal Code.

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

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

**Opposed: 1 - Pedersen**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

28. [Res 32033](#) A RESOLUTION declaring the City Council's and the Mayor's intent to consider strategies to ensure that all unreinforced masonry buildings in Seattle are seismically retrofitted.

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

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

**Opposed: None**

**Supporting  
Documents:**

[Summary and Fiscal Note](#)

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:**

29. [CB 120241](#) AN ORDINANCE relating to human rights; including protections against discrimination based on citizenship and immigration status; adding a definition of race for certain purposes; and amending Sections 3.14.910, 3.14.931, 3.110.260, 4.80.020, 6.02.270, 6.202.230, 14.04.020, 14.04.030, 14.04.040, 14.04.050, 14.06.020, 14.06.030, 14.08.015, 14.08.020, 14.08.045, 14.08.070, 14.08.190, 14.10.010, 14.10.020, and 18.12.280 of the Seattle Municipal Code.

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

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

**Opposed: None**

**Supporting**

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

30. [Appt 02064](#) Appointment of Alexander F. Tang as member, Seattle Human Rights Commission, for a term to January 22, 2022.

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

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

**Opposed: None**

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

31. [Appt 02065](#) Appointment of Roopali Dhingra as member, Seattle Human Rights Commission, for a term to July 22, 2023.

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

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

**Opposed: None**

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

32. [Appt 02067](#) Appointment of Amanda Richer as member, Seattle Human Rights Commission, for a term to January 22, 2023.

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

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

**Opposed: None**

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

33. [Appt 02068](#) Appointment of Jackie Schultz as member, Seattle Human Rights Commission, for a term to January 22, 2023.

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

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

**Opposed: None**

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

34. [Appt 02078](#) Appointment of Schuyler Reid as member, Seattle Human Rights Commission, for a term to July 22, 2023.

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

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

**Opposed: None**

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

35. [Appt 02069](#) Reappointment of Jennifer Gordon as member, Seattle Women's Commission, for a term to July 1, 2023.

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

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

**Opposed: None**

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

36. [Appt 02070](#) Reappointment of Zoe True as member, Seattle Women's Commission, for a term to July 1, 2023.

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

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

**Opposed: None**

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

37. [Appt 02071](#) Reappointment of Marcia Wright-Soika as member, Seattle Women's Commission, for a term to July 1, 2023.

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

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

**Opposed: None**

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

38. [Appt 02079](#) Reappointment of April Snow as member, Seattle Disability Commission, for a term to October 31, 2023.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 3 - Morales, Lewis, Pedersen**  
**Opposed: None**

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

39. [Appt 02077](#) Reappointment of Victor Loo as member, Seattle LGBTQ Commission, for a term to October 31, 2023.
- The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 3 - Morales, Lewis, Pedersen**  
**Opposed: None**

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

#### J. ADOPTION OF OTHER RESOLUTIONS

40. [Res 32035](#) A RESOLUTION recognizing the efforts of the Crown Hill community to prepare an action plan for their community; and identifying strategies and actions to implement the Crown Hill Urban Village Action Plan.

**Attachments:** [Att A - Crown Hill Urban Village Action Plan](#)

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

#### K. OTHER BUSINESS

#### L. ADJOURNMENT



## Legislation Text

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**File #:** Min 358, **Version:** 1

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December 6, 2021



# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Monday, December 6, 2021

2:00 PM

Public Hearing

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

### City Council

*M. Lorena González, President*

*Lisa Herbold, Member*

*Debora Juarez, Member*

*Andrew J. Lewis, Member*

*Tammy J. Morales, Member*

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*Kshama Sawant, Member*

*Dan Strauss, Member*

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

*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.*

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

The City Council of The City of Seattle met remotely pursuant to Washington State Governor's Proclamation 20-28.15, and guidance provided by the Attorney General's Office, on December 6, 2021, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Pro Tem Sawant presiding.

#### **B. ROLL CALL**

**The following Councilmembers were present and participating remotely:**

**Present:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Excused:** 2 - González , Morales

By unanimous consent, the Council Rules were suspended to allow Councilmember Herbold to preside over the City Council meeting as Council President Pro Tem.

#### **C. PRESENTATIONS**

There were none.

#### **D. APPROVAL OF THE JOURNAL**

[Min 355](#)

**November 15, 2021**

**Motion was made, duly seconded and carried, to adopt the proposed Minutes by the following vote, and the President signed the Minutes:**

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

[Min 356](#)**November 22, 2021**

**Motion was made, duly seconded and carried, to adopt the proposed Minutes by the following vote, and the President signed the Minutes:**

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

[Min 357](#)**November 29, 2021**

**Motion was made, duly seconded and carried, to adopt the proposed Minutes by the following vote, and the President signed the Minutes:**

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR**[IRC 328](#)**December 6, 2021**

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

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

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

**G. PUBLIC COMMENT**

The following individuals addressed the Council:

Howard Gale  
David Haines

**H. PAYMENT OF BILLS**

[CB 120240](#) **AN ORDINANCE appropriating money to pay certain audited claims for the week of November 22, 2021 through November 26, 2021 and ordering the payment thereof.**

Motion was made and duly seconded to pass Council Bill 120240.

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

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

## **I. COMMITTEE REPORTS**

### **CITY COUNCIL:**

1. [CB 120213](#) **AN ORDINANCE relating to land use and zoning; extending for six months a moratorium established by Ordinance 125764, and extended by Ordinances 126006, 126090, 126241, and 126362, on the filing, acceptance, processing, and/or approval of any application to establish a new principal or accessory use, or change a principal or accessory use, for any site currently used as a mobile home park, as defined in Section 23.84A.032 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.**

#### **PUBLIC HEARING ON COUNCIL BILL 120213**

At 2:16 p.m., Council President Pro Tem Herbold opened the Public Hearing.

At 2:19 p.m., the Public Hearing was closed.

Motion was made and duly seconded to pass Council Bill 120213.

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

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

2. [CB 120236](#) **AN ORDINANCE relating to City streets; changing the name of the portion of Thomas St between 1st Ave N and 2nd Ave N to Lenny Wilkens Way; and superseding the relevant portions of Ordinance 4044, Ordinance 89910, Ordinance 102981, and any other ordinance to the extent inconsistent; and ratifying and confirming certain prior acts.**

Motion was made and duly seconded to pass Council Bill 120236.

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

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

3. [CB 120231](#) **AN ORDINANCE relating to City employment; authorizing the execution of an agreement between The City of Seattle and Seattle Fire Chiefs Association, International Association of Fire Fighters (IAFF) Local 2898; and ratifying and confirming certain prior acts.**

Motion was made and duly seconded to pass Council Bill 120231.

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

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

4. [CB 120237](#) **AN ORDINANCE relating to City employment, commonly referred to as the Fourth Quarter 2021 Employment Ordinance; designating positions as exempt from the civil service system; and returning positions to the civil service system; all by a 2/3 vote of the City Council.**

Motion was made and duly seconded to pass Council Bill 120237.

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

**In Favor:** 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

**Opposed:** None

**TRANSPORTATION AND UTILITIES COMMITTEE:**

5.     [CB 120233](#)    **AN ORDINANCE relating to the City Light Department; directing the transfer of certain funds in the Light Fund into the Rate Stabilization Account in 2021; and amending Section 21.49.086 of the Seattle Municipal Code to simplify the operation of the Rate Stabilization Account.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

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

**In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss**

**Opposed: None**

6. [Res 32031](#) **A RESOLUTION ratifying the 2021 Update to the Green/Duwamish and Central Puget Sound Watershed or Water Resource Inventory Area (WRIA 9) Salmon Habitat Plan, Making Our Watershed Fit for a King.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**ACTION 1:**

Motion was made by Councilmember Herbold, duly seconded and carried, to amend Resolution 32031 by adding a new fourteenth recital, as shown in the underlined language below:

WHEREAS, the WRIA 9 Watershed Ecosystem Forum supports the concept of basin stewards to help implement the plan, and the City of Seattle, City Tukwila, King County, and the Port of Seattle have recently agreed to jointly fund a new Duwamish Basin Steward, in addition to a Green River Steward already working in the watershed; and

**ACTION 2:**

Motion was made and duly seconded to adopt Resolution 32031 as amended.

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

**In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss**

**Opposed: None**

7. [Res 32030](#) **A RESOLUTION relating to the City Light Department; acknowledging and approving the City Light Department's adoption of a biennial energy conservation target for 2022-2023 and ten-year conservation potential.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

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

**In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss**

**Opposed: None**

8. [Appt 02072](#) **Appointment of Jose Ulises Nino Rivera as member, Seattle Bicycle Advisory Board, for a term to August 31, 2023.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**The Appointment (Appt) was confirmed by the following vote:**

**In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss**

**Opposed: None**

9. [Appt 02073](#) **Appointment of Diane Teh-Mei Walsh as member, Seattle Bicycle Advisory Board, for a term to August 31, 2023.**

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

**In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales**

**Opposed: None**

**The Appointment (Appt) was confirmed by the following vote:**

**In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss**

**Opposed: None**



10. [Appt 02074](#) **Appointment of Amin Amos as member, Seattle Transit Advisory Board, for a term to August 2, 2023.**

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

In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

Opposed: None

11. [Appt 02076](#) **Appointment of Robin Schwartz as member, Seattle School Traffic Safety Committee, for a term to March 31, 2023.**

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

In Favor: 5 - Pedersen, Strauss, González , Herbold, Morales

Opposed: None

The Appointment (Appt) was confirmed by the following vote:

In Favor: 7 - Herbold, Juarez, Lewis, Mosqueda, Pedersen, Sawant, Strauss

Opposed: 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 2:42 p.m.

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**Linda Barron, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on December 13, 2021.**

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**M. Lorena González, Council President of the City Council**

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**Monica Martinez Simmons, City Clerk**



## Legislation Text

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**File #:** IRC 329, **Version:** 1

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December 13, 2021



## 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 120249</a>	AN ORDINANCE appropriating money to pay certain audited claims for the week of November 29, 2021 through December 3, 2021 and ordering the payment thereof.	City Council
<b><u>By: Strauss</u></b>		
2. <a href="#">Res 32035</a>	A RESOLUTION recognizing the efforts of the Crown Hill community to prepare an action plan for their community; and identifying strategies and actions to implement the Crown Hill Urban Village Action Plan.	City Council for Introduction and Referral
<b><u>By: Herbold</u></b>		
3. <a href="#">Appt 02087</a>	Reappointment of Katherine Seibel as member, Community Police Commission, for a term to December 31, 2024.	Public Safety and Human Services Committee
<b><u>By: Herbold</u></b>		
4. <a href="#">Appt 02088</a>	Reappointment of Le'Jayah A. Washington as member, Community Police Commission, for a term to December 31, 2024.	Public Safety and Human Services Committee
<b><u>By: Herbold</u></b>		
5. <a href="#">Appt 02089</a>	Appointment of AyeNay A. Abye as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term to December 31, 2022.	Public Safety and Human Services Committee
<b><u>By: Herbold</u></b>		
6. <a href="#">Appt 02090</a>	Reappointment of Nancy Kathleen Sugg as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term to December 31, 2022.	Public Safety and Human Services Committee
<b><u>By: Herbold</u></b>		
7. <a href="#">Appt 02091</a>	Appointment of Virgil L. Wade as member, Pacific Hospital Preservation and Development Authority Governing Council, for a term to December 31, 2023.	Public Safety and Human Services Committee



## Legislation Text

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**File #:** CB 120249, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE appropriating money to pay certain audited claims for the week of November 29, 2021 through December 3, 2021 and ordering the payment thereof.

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

Section 1. Payment of the sum of \$30,870,041.75 on PeopleSoft 9.2 mechanical warrants numbered 4100526212- 4100528632 plus manual or cancellation issues for claims, E-Payables of \$220,183.40 on PeopleSoft 9.2 9100010724- 9100010771 and Electronic Financial Transactions (EFT) in the amount of \$108,197,074.88 are presented for ratification by the City Council per RCW 42.24.180.

Section 2. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby 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 13th day of December 2021 and signed by me in open session in authentication of its passage this 13th day of December 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)



## Legislation Text

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**File #:** CB 120242, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between The City of Seattle and certain City unions; and ratifying and confirming certain prior acts. WHEREAS, collective bargaining has led to a tentative agreement concerning wages, benefits, and other

conditions of employment between the City and unions; and

WHEREAS, separate legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the agreement; NOW, THEREFORE,

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

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute a memorandum of understanding between the City and certain unions, substantially in the form attached to this ordinance as Attachment 1 and identified as “Memorandum of Understanding By and Between The City of Seattle and Signatory Unions,” after unions have ratified the agreement.

Section 2. Any act consistent with the authority of this ordinance taken 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 \_\_\_\_\_, 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 - Memorandum of Understanding By and Between The City of Seattle and Signatory Unions



## MEMORANDUM OF UNDERSTANDING

By and Between  
THE CITY OF SEATTLE  
and  
SIGNATORY UNIONS

This Memorandum of Understanding (hereinafter called "Memorandum" or "MOU") is entered into between the City of Seattle ("City") and Coalition of City Unions ("Coalition") that are signatory to this MOU ("Signatory Unions"), Collectively, the City, the Coalition, to this Memorandum shall be known as "the Parties".

Therefore, the Parties agree to the following:

### **Application to All Collective Bargaining Agreements:**

The proposals contained herein shall apply to all signatory Unions with agreements covered by this MOU and shall be incorporated into the appropriate Articles and Sections of each agreement during the successor round of negotiations. Modification of any agreed upon language in this MOU is subject to mutual agreement by both parties.

### **Annual Wage Increase:**

A four (4) percent Annual Wage Increase (AWI) wage increase shall be applied to all Bargaining Units signatory to this agreement effective the first full pay period in January 2022 applied to the existing 2021 base wage rates.

### **Additional Holidays:**

The addition of Juneteenth and Indigenous Peoples' Day (2<sup>nd</sup> Monday in October) as paid City holidays.

### **New Language:**

The City of Seattle ("City") initiated a market wage study to be completed no later December 31, 2021 according to the methodology set forth in the Memorandum of Agreement ("MOA") between the City and The Coalition of City Unions ("Coalition") regarding the City's compensation philosophy and methods and process associated with conducting a market wage study as agreed upon November 8, 2018. The agreed upon methodology set forth in the MOA shall serve as the initial method relied upon to review any classifications requested by the Coalition. The City is committed to fully engage the Coalition regarding the process, timelines and milestones, from the beginning to the conclusion of the market wage study. As soon as feasible after the execution of this

Agreement, the Parties agree to convene a City-wide Labor-Management Committee for the express purpose of reviewing, expanding, and improving the data secured from phase one of the Market Wage Study completed in 2021 pursuant to the terms of the prior CBA. The parties shall work in collaboration and with the goal of reaching consensus on identifying appropriate classification comparables for the job titles covered by this Agreement on or before August 31, 2022. If consensus is not reached on appropriate classification comparables for all job titles covered by this Agreement by August 31, 2022, the parties agree to proceed to the Methodology Subcommittee, in accordance with the parties MOU agreed upon November 8, 2018 regarding the job titles on which there is no consensus.

**Methodology Subcommittee:**

The Subcommittee will consist of three members:

- Labor representative (determined by the CCU)
- A Labor Relations representative (determined by the City)
- An official from Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS)

Each party shall present their argument to the Subcommittee and may submit their arguments in writing for consideration. The Subcommittee shall submit their finding and a written recommendation to the City and the CCU

Any adjustments to wages that may be bargained as a result of the study shall be effective no earlier than January 1, 2019.

As soon as feasible after the execution of this Agreement, the Parties shall mutually agree to a PERC or FMCS Mediator. If the Parties are unable to reach an agreement on a mediator, a list of eleven (11) qualified mediators from PERC and FMCS shall be randomly generated, and the Parties shall each alternately strike one until a single mediator is remaining. The order of strikes shall be determined by the flip of a coin. The mediator shall be contacted for their availability in the month of September 2022. In August of 2022 the Parties shall engage with the mediator to schedule the appropriate number of sessions to address the outstanding issues associated and in accordance with the November 8, 2018 MOU.

**Taskforce Classification/Compensation:**

As soon as feasible after the execution of this Agreement, the Parties agree to convene a Labor-Management Taskforce comprised of no more than ten (10) people, four (4) from the Union and four (4) from the City. The Labor-Management Taskforce members shall include Coalition Union representatives, Labor Relations negotiator, and subject matter experts. The Taskforce will limit its work to the express purpose of analyzing the City's internal Classification/Compensation, minimum qualifications, and other Human Resources processes as mutually agreed upon by the Parties. The Taskforce shall have two Co-Chairs, one from the Coalition of Unions and one from Seattle Human Resources. City Co-Chair for the Taskforce shall be the Director of Seattle Human Resources (or designee).

The city reserves the right to add one (1) additional impacted unions representative to this taskforce and one (1) city representative. The makeup of this committee can be adjusted with mutual agreement.

The Taskforce shall apply the City’s Race and Social Justice Toolkit in analyzing each process reviewed. No later than the last business day of the 6<sup>th</sup> full calendar month after convening the Taskforce, the co-chairs shall meet jointly with the City and CCU representatives, to update the Parties on the progress of the committee.

The Taskforce will issue a final report describing the issues and recommended solutions, no later than a calendar year after the initial convening of the Taskforce or January 31, 2023, whichever comes first. After the Taskforce has issued its final report, it will dissolve.

### **Shared Sick Leave Pool:**

The city will standardize the City of Seattle’s current sick leave transfer (“donation”) program across all City departments through the following actions:

- Standardization of
  - Forms
  - Processing templates
  - FAQs
  - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee (“LMC”) meeting, which will work in consultation with appropriate subject matter experts (SMEs), including but not limited to, Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social justice SMEs. The City further agrees to convene the LMC no later than 90 days from the execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the initial LMC.

### **“Top-Up SPFML”:**

Employees receiving SPFML may use any of their accrued paid and/or granted leave (“Leave”) to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called “supplemental leave pay.” Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued leave to supplement SPFML benefits.

### **Supplemental Leave Pay Utilization Process**

- A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).
- B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department (“ESD”).
- C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.
- D. The use of supplemental leave to “top-up” an employee’s SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.
- E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.
- F. It is the employees’ responsibility to calculate how much accrued and/or granted paid leave they need to use in order to supplement their SPFML benefit when entering and submitting their timesheets.
- G. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.
- H. It is the employee’s responsibility for determining whether they have the accrued/ and or granted leave they seek to use in a given pay period to supplement the SPFML.
- I. The City will not be responsible for tracking whether employees have accrued the amount of Supplemental Leave they request at the time their SPFML leave is set to start.

### **Length of Pilot Program**

- A. This pilot program will take effect the first quarter of 2022 and continue through March 31, 2024, the end of the first quarter of 2024. The Parties agree that after the first quarter of 2023, and no later than June 30, 2023, they will meet and review the supplemental leave pay usage data of the previous year, to review the cost and utilization of the program. After June 30, 2023, either party may cancel this pilot program with 30 calendar days’ written notice to the other party. The Parties agree that the purpose of this pilot phase is to ascertain utilization and costing data related to top-up for purposes of possible enhancements or expansion of the program, including but not limited to the possibility of the City providing some or all of the supplemental top-up funding at a future date. To that end, the parties agree to convene a labor-management on this subject no later than ninety (90) days prior to June 30, 2023, to review this data and negotiate potential changes to the program.

### **Replacement Language:**

Modify and update language in collective bargaining agreements to reflect Personal cell phone and email (if member provides it to the City).

Remote Work – Employees may request, and the appointing authority may approve remote work arrangements consistent with Personnel Rule 9.2. The request process shall be interactive between the employee and the appointing authority or designee. In most cases, remote work shall be voluntary and mutually agreeable between an employee and their supervisor. The City may also occasionally need to call remotely working employees back to a City worksite. Management maintains the right to determine and approve remote work.

Remote work is an arrangement where employees complete their job duties at a location other than a City worksite. The City supports and allows remote work for eligible employees to achieve the following goals:

- A) Increase operational flexibility and resilience,
- B) Reduce traffic congestion and climate impacts, and
- C) Recruit and retain a talented and diverse workforce

The location of the remote work may serve as the basis of a denial if there is a prompt business need that cannot be met from the requested location.

Negative performance reviews and/or employee disciplinary history may not be the sole consideration for denial unless the City has documented a nexus between the performance/discipline and the remote work request.

The parties recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved remoted work arrangement, the City or employee shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

Any disputes of this section shall not be subject to the grievance procedure and will handled through the labor management committee.

Remote work language will apply for temporary employees.

### **Paid Leaves:**

Incorporate by reference application of [SMC 4.29](#), Paid Family Care Leave, which includes “Bea’s Law”

Bereavement Leave - Must use within a year; employees may submit for exceptions to this within 30 days (request that come in after the 30 days will be considered) of death if they know they will need longer than one year to use leave. May use bereavement leave intermittently in eight (8) hour increments, pro-rated for less than full time employees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

FOR THE CITY OF SEATTLE

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

\_\_\_\_\_  
Kimberly Loving, Interim SDHR Director

\_\_\_\_\_  
Jeff Clark, Interim Labor Relations Director

SIGNATORY UNIONS

\_\_\_\_\_  
Chris Winters, Business Rep.      Date  
IU Painters and Allied Trades, DC#5  
(Coalition of City Unions)

\_\_\_\_\_  
Natalie Kelly, Union Rep.      Date  
HERE Local 8  
(Coalition of City Unions)

\_\_\_\_\_  
Rebecka Beatty, Business Rep      Date  
IATSE, Local 15 (Coalition of City  
Unions)

\_\_\_\_\_  
Karen Estevenin, Executive Director.      ate  
PROTEC17  
(Coalition of City Unions)

\_\_\_\_\_  
Alisha Gregory-Davis, Union Rep.      Date  
PROTEC17  
(Coalition of City Unions)

\_\_\_\_\_  
Steven Pray, Union Rep.      Date  
PROTEC17  
(Coalition of City Unions)

\_\_\_\_\_  
Shaun Van Eyk, Union Rep.      Date  
PROTEC17  
(Coalition of City Unions)

\_\_\_\_\_  
Mark Watson, Union Rep.      Date  
WSCCCE Locals 21, 21C, 21Z  
(Coalition of City Unions)

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Ed Stemler, Gen. Counsel                      Date  
WSCCCE Local 21PA  
(Coalition of City Unions)

---

Kurt Swanson, Business Rep.                      Date  
UA Plumbers & Pipefitters, Local 32  
(Coalition of City Unions)

---

Gillian Burlingham, Business Rep.                      Date  
IBEW Local 46  
(Coalition of City Unions)

---

Kal Rhode, Business Rep.                      Date  
Sheet Metal Workers, Local 66  
(Coalition of City Unions)

---

Steve Behling, Business Rep.                      Date  
Boilermakers Union, Local 104  
(Coalition of City Unions)

---

John Searcy, Sec-Treas.                      Date  
Teamsters, Local 117  
(Coalition of City Unions)

---

Dale Cannon, Business Manager.                      Date  
Liuna Local 242  
(Coalition of City Unions)

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Kathy Wilkens, Business Rep.                      Date  
Liuna Local 242  
(Coalition of City Unions)

---

Tommy Hunt, Business Rep.                      Date  
IAMAW, Dist. Lodge 160, Local 289  
(Coalition of City Unions)

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Tom Shelton, Business Rep.                      Date  
IU of Operating Engineers, Local 302  
(Coalition of City Unions)

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Mary Keefe                      Date  
Teamsters, Local 763  
(Coalition of City Unions)

---

Peter Hart, Regional Director                      Date  
Inland Boatmen's Union of the Pacific  
(Coalition of City Unions)

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David Quinn, Business Rep                      Date  
PNW Regional Council of Carpenters  
(Coalition of City Unions)

---

Gary Harnett, President                      Date  
Seattle Municipal Court Marshall's Guild  
(Coalition of City Unions)

---

ob Adams, President  
attle Police Dispatchers' Guild  
oalition of City Unions)





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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle Department of Human Resources	Jeff Clark/684-7871	Kailani DeVille/615-0703

*\* 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 City employment; authorizing the execution of a memorandum of understanding between The City of Seattle and certain City unions; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** This legislation authorizes the Mayor to implement a memorandum of understanding (“MOU”) between the City of Seattle (“City”) and City unions (“unions”) signatory to the agreement, for each union who has ratified the agreement. This legislation affects approximately 4,600 regularly appointed City employees.

This agreement provides for a wage adjustment of 4 percent in 2022.

The agreement provides for other working conditions. Union members shall receive two additional fixed holidays every year starting in 2022: Juneteenth in June and Indigenous Peoples’ Day in October. The parties agreed to a collaborative approach for a market wage study methodology, and a taskforce for analyzing classification/compensation processes. The parties agreed to standardization and expansion of the sick leave transfer program, including cross-departmental leave donations; allowing employees to supplement partial income-replacement benefits received under the paid Washington State Family Medical Leave program with their own paid leave; among other items.

The City Budget Office will forward separate legislation to appropriate funds to cover the compensation items authorized in the MOU.

### **2. SUMMARY OF FINANCIAL IMPLICATIONS**

**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?**

Labor Relations developed the estimate below to approximate the costs of ratifying the agreement along with other employee groups (Coalition and Coalition-like unions, and non-represented employees) who received the same increases. Costs for the collective bargaining agreement – which include City contributions to retirement, social security and Medicare – were included in the cost of the 2022 budget.

The aggregate costs of wages for the MOU (as well as non-represented employees, which have historically received the same wage increases) is estimated to grow from \$789 million in 2021 to \$821 million in 2022 (this amount does not include overtime costs).

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

Legislation is required to implement bargained changes to union members' working conditions and to implement rates of pay. There may be other implications of not authorizing the legislation.

### 3. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?** Yes, the agreement being legislated covers represented employees in departments throughout the City.
- 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?** N/A
- f. **Climate Change Implications**
  - 1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?** N/A
  - 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.** N/A
- 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

**List attachments/exhibits below:** None.

December 10, 2021

## M E M O R A N D U M

**To:** Seattle City Council  
**From:** Karina Bull, Analyst  
**Subject:** Council Bill 120242: Coalition of City Unions Memorandum of Understanding

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On December 13, 2021, the Seattle City Council (Council) will discuss and possibly vote on [Council Bill \(CB\) 120242](#), legislation that would authorize the execution of a Memorandum of Understanding (MOU) between the City of Seattle (City) and the Coalition of City Unions (Coalition). This memo provides a high-level summary of the bill and identifies next steps. Central Staff has not identified issues or concerns for Council’s consideration.

### Summary

This legislation would approve a MOU between the City and the Coalition from January 1 through December 31, 2022. The MOU would cover approximately 6,028 regularly appointed and temporary City employees represented by the Coalition.<sup>1</sup> Table 1 summarizes key provisions of the MOU.

*Table 1: Key provisions of the Coalition MOU*

Issue	MOU
<b>AWI of four percent</b>	A four percent Annual Wage Increase (AWI) wage increase would be applied to existing 2021 base wage rates of covered employees. The AWI would equal a Consumer Price Index, termed CPI, increase of three percent plus one percent. The AWI would be effective the first full pay period in January 2022.
<b>Two holidays</b>	Juneteenth (June 19) and Indigenous Peoples’ Day (second Monday in October) would be established as paid City holidays for covered employees.
<b>Market wage study</b>	The City and Coalition would agree to a collaborative approach to reviewing the City’s compensation philosophy: <ul style="list-style-type: none"> <li>• A City-wide Labor-Management Committee (LMC) would review, expand, and improve the data secured from phase one of a market wage study completed in 2021.</li> <li>• The LMC would seek to reach consensus on appropriate comparisons for job titles covered by the wage study by August 31, 2022.</li> <li>• If no consensus is reached by this date, the parties would proceed to a “Methodology Subcommittee” that would submit findings and written recommendations to the City and the Coalition.</li> </ul>

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<sup>1</sup> Attachment A provides a list of Coalition unions

Issue	MOU
	<ul style="list-style-type: none"> <li>Any wage adjustments would be effective no earlier than January 1, 2019.</li> </ul>
<b>Taskforce on classification/compensation</b>	A Labor-Management Taskforce would analyze the City's process for establishing classification/compensation, minimum qualifications, and other human resources processes. The taskforce would issue a report describing issues and recommended solutions no later than one year after the initial convening of the Taskforce or January 31, 2023, whichever date comes first.
<b>Shared sick leave pool</b>	The City would establish a uniform sick leave transfer program across all City departments. The program would include a shared pool for sick leave donations and anonymous participation by those requesting and contributing sick leave.
<b>(Pilot program) Supplemental leave pay for SPFML</b>	The City would establish a pilot program allowing employees to use any accrued paid leave to supplement their Washington State Paid Family Medical Leave (SPFML) benefit payment, up to 100 percent of their weekly salary. Use of accrued paid leave to supplement SPFML would be voluntary. The pilot program would run for two years from the first quarter of 2022 through the first quarter of 2024.
<b>Remote work</b>	The City would continue to consider requests for remote work arrangement under the process established by <a href="#">Personnel Rule 9.2</a> . Any disputes arising from this process would not be subject to the grievance procedure and would be handled by the relevant LMC.
<b>Bea's Law</b>	The City would incorporate by reference application of <a href="#">SMC 4.29</a> , Paid Family Care Leave, which includes "Bea's Law" for bereavement leave.

## Financial Impacts

The City Budget Office (CBO) estimates that the aggregate cost of wages (including other wage-related items authorized by separate legislation, and base wages identified in this legislation) would be about \$37 million in 2022.<sup>2</sup> This estimate would cover wage adjustments for about 10,500 employees,<sup>3</sup> including represented employees in the Coalition and Coalition-like unions, and most non-represented employees.

## Next Steps

If the Council votes to approve CB 120242, SDHR would execute the MOU with the Coalition. CBO expects to transmit separate legislation that appropriates funding needed to make the payments contemplated in this legislation.

Please contact Karina Bull if you have questions about the proposed legislation.

<sup>2</sup> The estimate does not include overtime costs.

<sup>3</sup> The estimate includes regularly appointed and temporary employees in step pay programs and discretionary pay programs.

**Attachment**

A. City of Seattle Coalition Unions / Signatory Unions to the MOU

cc: Esther Handy, Director  
Dan Eder, Deputy Director

**Attachment A: City of Seattle Coalition Unions / Signatory Unions to the MOU**

1. IU Painters and Allied Trades, DC#5
2. UNITE HERE Local 8
3. IATSE, Local 15
4. PROTEC17
5. WSCCCE Locals 21, 21C, 21Z
6. WSCCCE Local 21PA
7. UA Plumbers & Pipefitters, Local 32
8. IBEW Local 46
9. Boilermakers Union, Local 104
10. Teamsters, Local 117
11. Liuna Local 242
12. IAMAW, Dist. Lodge 160, Local 289
13. IU of Operating Engineers, Local 302
14. Teamsters, Local 763
15. Inland Boatmen's Union of the Pacific
16. PNW Regional Council of Carpenters
17. Seattle Municipal Court Marshall's Guild
18. Seattle Police Dispatchers' Guild



## Legislation Text

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**File #:** CB 120243, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to City employment; providing salary increases for 2022 for certain non-represented City job titles; and ratifying and confirming certain prior acts.

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

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, effective January 5, 2022, the base wage rates for all non-represented job titles shall be increased by 4.0 percent, except those non-represented job titles at the Library and except those job titles identified in Section 2 of this ordinance.

Section 2. Non-represented job titles at the Library and those identified below are not eligible for wage increases authorized in this ordinance:

Chief Technology Officer

City Attorney, Assistant

City Light General Manager and Chief Executive Officer

Contract Employee-Intermittent

Councilmember

Electric Utility Executive, All Classes

Executive Manager-City Auditor

Executive Manager-Legislative

Executive, All Classes

Hearing Examiner, All Classes

Hearing Examiner-Pro Tempore-Intermittent

High School Intern-Intermittent

Information Technology Professional, All Classes

Investments/Debt Director, All Classes

Legislative Assistant

Legislative Assistant-Intermittent

Magistrate

Manager, All Classes

Manager-Legislative

Mayoral Staff Assistant, All Classes

Members of Boards or Commissions with Session or Meeting Rates

Municipal Judge

Municipal Judge-Pro Tempore-Day-Intermittent

Power Marketer

Seattle Fire Chief (if an ordinance has redesignated or will redesignate Position 00006598 from Executive 4 to Fire Chief)

Seattle Police Chief

Seattle Public Utilities General Manager and Chief Executive Officer

Strategic Advisor, All Classes

Strategic Advisor-Audit

Strategic Advisor-Legislative

Volunteer Firefighter-Skagit Project

Volunteer Firefighter-Skagit Project-Intermittent



Work Training Enrollee-Intermittent

Work Training Enrollee-Tier II-Intermittent

Youth Employment Enrollee-Summer-Intermittent

Youth Employment Enrollee-Summer-NC-Intermittent

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

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 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)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle Department of Human Resources	Amanda Grumbach/ 206-684-3068	Kailani DeVille/206-615-0703

*\* 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 City employment; providing salary increases for 2022 for certain non-represented City job titles; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** This legislation authorizes the same wage increase that was tentatively agreed to between the City and certain City unions to also be extended to certain non-represented City employees. This legislation affects approximately 1,165 regularly appointed City employees.

The attached Council Bill provides for a 4.0 percent cost-of-living increase to employees' base wages, effective January 5, 2022. Employees of the City Library system and non-represented City employees/officers who hold positions identified in Section 2 of the Bill are excluded from the wage increase authorized by this Council Bill.

The City Budget Office will forward separate legislation to appropriate funds to cover the compensation items authorized in this legislation.

Historically, the City has provided the same wage increases, benefits and other conditions of employment to non-represented City employees as to union members (in the Coalition of City unions and "Coalition-like" unions). The purpose of this legislation is to extend the same increases to non-represented employees as to these union employees.

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

**Does this legislation create, fund, or amend a CIP Project?** \_\_\_ Yes X No

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

**Does this legislation amend the Adopted Budget?** \_\_\_ Yes X No

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

The aggregate cost of wages (including other wage-related items authorized by separate legislation, and base wages identified in this Council Bill) is estimated to grow from \$789 million in 2021 to \$821 million in 2022 (this amount does not include overtime costs). This

amount includes costs for both the Coalition of City Unions and Coalition-like unions, and most non-represented employees, which have historically received the same increases to changes in working conditions.

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

If legislation is not implemented, employees will continue to be paid the same level of wages that became effective on January 6, 2021.

#### 4. OTHER IMPLICATIONS

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

This legislation affects employees in all city departments.

**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?**

No

**f. Climate Change Implications**

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

No

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

No

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

No

**List attachments/exhibits below:** None

December 10, 2021

## MEMORANDUM

**To:** Seattle City Council  
**From:** Karina Bull, Analyst  
**Subject:** Council Bill 120243: Non-represented Employee Wages for 2022

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On December 13, 2021, the Seattle City Council (Council) will discuss and possibly vote on [Council Bill \(CB\) 120243](#), legislation that would provide wage increases in 2022 for certain non-represented job titles. This memo provides a high-level summary of the bill and identifies next steps. Central Staff has not identified issues or concerns for Council's consideration.

### Summary

This legislation would provide a wage increase of four percent in 2022 for City of Seattle (City) employees in certain job titles that are not represented by a labor organization. Effective January 5, 2022, the wage increase would apply to about 1,806 non-represented employees. The amount of the wage increase would be consistent with the annual wage increase in the Memorandum of Understanding with the Coalition of City Unions ([CB 120242](#)). Historically, the City has provided the same wage increases, benefits, and other conditions of employment for non-represented employees as for Coalition members.

The legislation would exclude non-represented job titles at the Library and 36 other non-represented job titles. Most of the excluded job titles would be those in discretionary pay programs, such as the Accountability Pay for Executives Program and Strategic Advisors and Managers compensation program.<sup>1</sup> Other excluded job titles would include those with intermittent classifications (e.g., Contract Employee, High School Intern, Work Training Enrollee, Youth Employment Enrollee), Volunteer Fire Fighters in the Skagit Project, and members of Boards or Commissions.

For reference, the Pay Zone Ordinance ([CB 120244](#)), would adjust the pay bands of the excluded job titles in discretionary pay programs. SDHR's Workforce Analytics and Reporting Unit (WARU) would adjust the wages of the other excluded job titles in a separate, non-legislative process.<sup>2</sup>

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<sup>1</sup> For more information on discretionary pay programs, see the [City of Seattle 2021 Salary Schedule](#), "Compensation Plan Administration" (page 3).

<sup>2</sup> WARU would increase the intermittent job titles to align with Seattle's 2022 minimum wage (\$17.27 per hour); WARU would not adjust the wages of the Volunteer Fire Fighters in the Skagit Project in 2022.

## **Financial Impacts**

The City Budget Office (CBO) estimates that the aggregate cost of wages (including other wage-related items authorized by separate legislation, and base wages identified in this legislation) would be about \$37 million in 2022.<sup>3</sup> This estimate would cover wage adjustments for about 10,500 employees,<sup>4</sup> including represented employees in the Coalition and Coalition-like unions, and most non-represented employees.

## **Next Steps**

If the Council votes to approve CB 120243, CBO expects to transmit separate legislation in 2022 to appropriate funds to pay for the wage increases.

Please contact Karina Bull if you have questions about the proposed legislation.

cc: Esther Handy, Director  
Dan Eder, Deputy Director

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<sup>3</sup> The estimate does not include overtime costs.

<sup>4</sup> The estimate includes regularly appointed and temporary employees in step pay programs and discretionary pay programs.



## Legislation Text

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**File #:** CB 120244, **Version:** 1

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**CITY OF SEATTLE**  
**ORDINANCE** \_\_\_\_\_  
**COUNCIL BILL** \_\_\_\_\_

AN ORDINANCE relating to City employment, to be known as the 2022 Pay Zone Ordinance; adjusting the pay zone structures for 2022 for the City's discretionary pay programs; and ratifying and confirming certain prior acts.

WHEREAS, the Accountability Pay for Executives Program (APEX) is set forth in Seattle Municipal Code

Section 4.20.380, which provides for adjustments to the pay zones based on a biennial labor market

analysis of selected benchmark titles as recommended by the Seattle Human Resources Director; and

WHEREAS, the Manager and Strategic Advisor Compensation Program is set forth in Seattle Municipal Code

Section 4.20.390, which provides for adjustments to the pay zones based on a biennial labor market

analysis of selected benchmark titles as recommended by the Seattle Human Resources Director; and

WHEREAS, the Information Technology Professional Program is set forth in Seattle Municipal Code Section

4.20.430, which provides for adjustments to the pay zones based on a biennial labor market analysis of

selected benchmark titles as recommended by the Seattle Human Resources Director; and

WHEREAS, the Electric Utility Executive Compensation Program is set forth in Seattle Municipal Code

Section 4.20.401, which provides for adjustments to the pay zones at least every two years as

recommended by the Seattle Human Resources Director; and

WHEREAS, the Investments/Debt Director Compensation Program is set forth in Seattle Municipal Code

4.20.450, which provides for adjustments to the pay band at least every two years as recommended by

the Seattle Human Resources Director; and

WHEREAS, Ordinance 118851, Ordinance 119954, Ordinance 120119, Ordinance 120819, and Ordinance



126193 provide that the Seattle Human Resources Director shall act on behalf of the Legislative Department's appointing authority to recommend all future adjustments to pay bands in the Legislative Department Broadbands; and

WHEREAS, Ordinance 121787 established the Mayoral Staff Assistant Discretionary Pay Program and provides for future adjustments to the pay zones to be consistent with cost of living adjustments awarded to non-represented City Step Pay Program titles; and

WHEREAS, the Assistant City Attorney Compensation Program was established by Ordinance 122007, which provides for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director; and

WHEREAS, the Seattle Police Chief Compensation Program was established by Ordinance 124510, which provides for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director for approval by the City Council; and

WHEREAS, the Fire Chief Compensation Program is pending Council adoption by a separate ordinance, which provides for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director for approval by the City Council; and

WHEREAS, the City Light General Manager and Chief Executive Officer Compensation Program was established by Ordinance 121176 and Ordinance 124507, which together provide for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director; and

WHEREAS, the Magistrate Compensation Program was established by Ordinance 124586, which provides for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director; and

WHEREAS, the Seattle Public Utilities General Manager and Chief Executive Officer Compensation Program was established by Ordinance 125164, which provides for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director;

WHEREAS, the Seattle Information Technology Chief Technology Officer Compensation Program was established by Ordinance 126029, which provides for adjustments to the pay band at least every two years as recommended by the Seattle Human Resources Director; NOW, THEREFORE,

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

Section 1. Adjusting the pay zones in the Accountability Pay for Executives (APEX) Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones in the APEX Compensation Program will be adjusted as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>APEX Titles</u></b>	<b><u>2021 Pay Zone Rates</u></b>	<b><u>2022 Pay Zone Rates</u></b>
Executive 1	\$44.74 - \$73.83	\$47.88 - \$79.01
Executive 2	\$52.87 - \$87.22	\$56.58 - \$93.34
Executive 3	\$62.41 - \$102.99	\$66.79 - \$110.22
Executive 4	\$73.63 - \$121.49	\$78.80 - \$130.01

Section 2. Adjusting the pay zones in the Manager Compensation Program and the Strategic Advisor Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones in the Manager Compensation Program and the Strategic Advisor Compensation Program will be adjusted as shown below. The adjustments to each pay zone shall encompass all occupational groups that constitute the class series. The rates for 2022 shall be effective January 5, 2022.

<b><u>Manager Titles</u></b>	<b><u>2021 Pay Zone Rates</u></b>	<b><u>2022 Pay Zone Rates</u></b>
Manager 1 (all classes)	\$41.01 - \$61.51	\$43.89 - \$65.83
Manager 2 (all classes)	\$44.71 - \$67.09	\$47.85 - \$71.80
Manager 3 (all classes)	\$48.93 - 73.38	\$52.36 - \$78.53

<b><u>Strategic Advisor Titles</u></b>	<b><u>2021 Pay Zone Rates</u></b>	<b><u>2022 Pay Zone Rates</u></b>

Strategic Advisor 1 (all classes)	\$41.01 - \$61.51	\$43.89 - \$65.83
Strategic Advisor 2 (all classes)	\$44.71 - \$67.09	\$47.85 - \$71.80
Strategic Advisor 3 (all classes)	\$48.93 - \$73.38	\$52.36 - \$78.53

Section 3. Adjusting the pay zones in the Information Technology Professional Program. As recommended by the Seattle Human Resources Director, the pay zones in the Information Technology Professional Compensation Program will be adjusted as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>Information Technology Professional Titles</u></b>	<b><u>2021 Pay Zone Rates</u></b>	<b><u>2022 Pay Zone Rates</u></b>
Information Technology Professional A, Exempt	\$48.49 - \$72.74	\$51.89 - \$77.84
Information Technology Professional B (Non-Represented)	\$42.12 - \$64.34	\$43.80 - \$66.91
Information Technology Professional C (Non-Represented)	\$37.49 - \$56.23	\$38.99 - \$58.48

Section 4. Adjusting the pay zones in the Electric Utility Executive (EUE) Compensation Program. As recommended by the Seattle Human Resources Director, the pay zones for titles in the EUE Compensation Program shall be adjusted as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>EUE Titles</u></b>	<b><u>2021 Pay Zone Rates</u></b>	<b><u>2022 Pay Zone Rates</u></b>
Electric Utility Executive 1	\$53.78 - \$86.02	\$57.55 - \$92.06
Electric Utility Executive 2	\$61.82 - \$98.91	\$66.16 - \$105.85
Electric Utility Executive 3, Director	\$86.01 - \$128.99	\$86.27 - \$138.04

Electric Utility Executive 3, Officer	\$92.21 - \$147.53	\$98.68 - \$157.88
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Section 5. Adjusting the pay band in the Investments/Debt Director Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the following titles shall be adjusted as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>Investments/Debt Director Titles</u></b>	<b><u>2021 Pay Band Rates</u></b>	<b><u>2022 Pay Band Rates</u></b>
Investments/Debt Director	\$49.40 - 98.77	\$52.87 - \$105.70
Assistant Investments/ Debt Director	\$49.40 - \$98.77	\$52.87 - \$105.70

Section 6. Adjusting the pay bands in the Legislative Department and associated titles in the City Auditor's Office. As recommended by the Seattle Human Resources Director, the pay bands for the following titles shall be adjusted as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>Legislative Titles</u></b>	<b><u>2021 Pay Band Rates</u></b>	<b><u>2022 Pay Band Rates</u></b>
Executive Manager-Legislative	\$44.74 - \$121.49	\$46.53 - \$126.35
Executive Manager-City Auditor	\$44.74 - \$121.49	\$46.53 - \$126.35
Hearing Examiner	\$52.87 - \$121.49	\$54.98 - \$126.35
Hearing Examiner, Deputy	\$52.87 - \$121.49	\$54.98 - \$126.35
Legislative Assistant	\$18.01 - \$62.24	\$19.27 - \$66.60
Strategic Advisor-Audit	\$41.01 - \$73.38	\$43.89 - \$78.53
Strategic Advisor-Legislative	\$42.20 - \$75.50	\$43.89 - \$78.53
Manager-Legislative	N/A	\$43.89 - \$78.53

Section 7. Adjusting the pay zones in the Executive Department - Mayor's Office. As recommended by the Seattle Human Resources Director, the pay zones for the following titles shall be adjusted consistent with cost of living adjustments awarded to non-represented City Step Pay Program titles. The rates for 2022 shall be

effective January 5, 2022.

<b><u>Mayoral Staff Assistant</u></b> <b><u>Titles</u></b>	<b><u>2021 Pay Zone Rates</u></b>	<b><u>2022 Pay Zone</u></b> <b><u>Rates</u></b>
Mayoral Staff Assistant 1	\$18.09 - \$35.38	\$19.36 - \$37.86
Mayoral Staff Assistant 2	\$31.12 - \$62.24	\$33.30 - \$66.61

Section 8. Adjusting the pay band in the Assistant City Attorney Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the Assistant City Attorney Compensation Program shall be adjusted as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>Assistant City Attorney</u></b> <b><u>Title</u></b>	<b><u>2021 Pay Band</u></b> <b><u>Rates</u></b>	<b><u>2022 Pay Band</u></b> <b><u>Rates</u></b>
City Attorney, Assistant	\$36.18 - \$86.84	\$38.72 - \$92.93

Section 9. Adjusting the pay band in the Seattle Police Chief Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the City Light Superintendent Compensation Program shall be as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>Seattle Police Chief</u></b>	<b><u>2021 Pay Band Rates</u></b>	<b><u>2022 Pay Band Rates</u></b>
Seattle Police Chief	\$88.69 - \$141.91	\$94.91 - \$151.87

Section 10. Adjusting the pay band in the Fire Chief Compensation Program. If an ordinance has created or will create the Fire Chief Compensation Program, as recommended by the Seattle Human Resources Director, the pay band for that Program shall be as shown below. The rates for 2022 shall be effective January 5, 2022.

<b><u>Fire Chief</u></b>	<b><u>2021 Pay Band Rates</u></b>	<b><u>2022 Pay Band Rates</u></b>
Fire Chief	N/A	\$94.91 - \$151.87

Section 11. Adjusting the pay band in the City Light General Manager and Chief Executive Officer

Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the City Light General Manager and Chief Executive Officer Compensation Program shall be as shown below. The rates for 2022 shall be effective January 5, 2022.

<b>City Light GM/CEO</b>	<b>2021 Pay Band Rates</b>	<b>2022 Pay Band Rates</b>
City Light GM/CEO	\$128.79 - \$206.08	\$137.83 - \$220.54

Section 12. Adjusting the pay band in the Magistrate Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the Magistrate Compensation Program shall be as shown below. The rates for 2022 shall be effective January 5, 2022.

<b>Magistrate</b>	<b>2021 Pay Band Rates</b>	<b>2022 Pay Band Rates</b>
Magistrate	\$46.76 - \$70.15	\$50.04 - \$75.07

Section 13. Adjusting the pay band in the Seattle Public Utilities General Manager and Chief Executive Officer Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the Seattle Public Utilities General Manager and Chief Executive Officer Compensation Program shall be as shown below. The rates for 2022 shall be effective January 5, 2022.

<b>SPU GM/CEO</b>	<b>2021 Pay Band Rates</b>	<b>2022 Pay Band Rates</b>
SPU GM/CEO	\$107.96 - \$172.75	\$115.53 - \$184.87

Section 14. Adjusting the pay band in the Chief Technology Officer Compensation Program. As recommended by the Seattle Human Resources Director, the pay band for the Chief Technology Officer shall be as shown below. The rates for 2022 shall be effective January 5, 2022.

<b>Chief Technology Officer</b>	<b>2021 Pay Band Rates</b>	<b>2022 Pay Band Rates</b>
Chief Technology Officer	\$82.03 - \$135.34	\$87.79 - \$144.84

Section 15. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 16. 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 by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle Department of Human Resources	Amanda Grumbach/ 206-684-3068	Kailani DeVille/615-0703

*\* 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 City employment, to be known as the 2022 Pay Zone Ordinance; adjusting the pay zone structures for the City's discretionary pay programs for 2022; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** This legislation proposes the adjustments to the pay structures for various discretionary pay programs for 2022 including the Accountability Pay Executives Program (APEX), Manager and Strategic Advisor Compensation Programs, the Investments/Debt Director Compensation Program, the Electric Utility Executive Compensation Program (EUE), the Legislative Department's Broadbands, the Hearing Examiner's Pay Band, the Mayoral Staff Assistant Discretionary Pay Program, the Assistant City Attorney Compensation Program, the Seattle Police Chief Compensation Program, Fire Chief Compensation Program (pending legislation), the Seattle City Light General Manager and Chief Executive Officer Compensation Program, Magistrate Compensation Program, Seattle Public Utilities (SPU) General Manager and Chief Executive Officer, and Chief Technology Officer.

Various pay programs, collectively known as discretionary pay programs, provide for annual or biennial review of the salary structures in order to remain competitive in the labor market. These adjustments do not automatically create additional costs.

### **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?**

While this legislation provides adjustments to the pay structures for the various discretionary pay programs, it does not provide additional appropriation authority.

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

N/A



#### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
This legislation provides adjustments to the pay structures for the various discretionary pay programs. The discretionary pay programs include positions across all city departments.
- 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?**  
No
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**  
No
  2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
No
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**  
No

**List attachments/exhibits below:** None

December 10, 2021

## MEMORANDUM

**To:** Seattle City Council  
**From:** Karina Bull, Analyst  
**Subject:** Council Bill 120244: Pay Zone Ordinance for 2022

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On December 13, 2021, the Seattle City Council (Council) will discuss and possibly vote on [Council Bill 120244](#), legislation that would adjust the pay bands for City of Seattle (City) discretionary pay programs. This memo provides a high-level summary of the bill and identifies next steps. Central Staff has not identified issues or concerns for Council's consideration.

### Summary

This legislation would adjust the pay bands for City discretionary pay programs by slightly more than seven percent. Employees in these discretionary pay programs would be eligible for a salary increase within this pay band, subject to the discretion of the appointing authority (*i.e.*, head of department).<sup>1</sup>

Discretionary pay programs include:

1. Broad categories of job titles that are filled by many employees, such as the Accountability Pay Executives Program (APEX), the Strategic Advisor and Manager Compensation (SAM) Programs, and Information Technology Professionals; and
2. Individual compensation programs such as those for the City Light General Manager & CEO, Police Chief, and Fire Chief ([CB 120248](#)).

The Seattle Department of Human Resources Director (SDHR) recommends adjustments to the these pay bands every one or two years, depending upon the particular program. The SDHR Director's recommendation to adjust the pay bands by 7.016 percent reflects a compounded increase of 2.9 percent plus an additional four percent. The 2.9 percent increase aligns with the 2021 annual wage adjustment (AWI) for most represented employees in the Coalition of City Unions (Coalition) and Coalition-like unions and the four percent increase aligns with the 2022 AWI in the Memorandum of Understanding with the Coalition ([CB 120242](#)). Historically, the City has provided the same wage increases, benefits, and other conditions of employment for employees represented by Coalition unions and Coalition-like unions as for non-represented employees.

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<sup>1</sup> For more information on discretionary pay programs, see the [City of Seattle 2021 Salary Schedule](#), "Compensation Plan Administration" (page 3).

## **Financial Impacts**

The legislation would not result in direct costs for departments. However, if the Council votes to approve CB 120244, the City Budget Office (CBO) expects to transmit separate legislation in 2022 to appropriate funds to pay for associated wage increases.

CBO estimates that the aggregate cost of wages (including other wage-related items authorized by separate legislation, and base wages identified in this legislation) would be about \$37 million in 2022.<sup>2</sup> This estimate would cover wage adjustments for about 10,500 employees,<sup>3</sup> including represented employees in the Coalition and Coalition-like unions, and most non-represented employees.

Notably, the 2022 Adopted Budget appropriated funds for a 2.9 percent wage increase for non-represented APEX/SAM job titles in Executive departments. These job titles were excluded from the 2.9 percent wage increase in the 2021 Adopted Budget due to financial constraints. In the 2022 Adopted Budget, the appropriations for the 2.9 percent wage increase were itemized under the line item, “baseline adjustments to personnel costs.”

## **Next Steps**

If the Council votes to approve CB 120244, appointing authorities would be authorized to provide wage adjustments within the increased pay bands. CBO expects to transmit legislation to increase department appropriations in the first half of 2022.

Please contact Karina Bull if you have questions about the proposed legislation.

cc: Esther Handy, Director  
Dan Eder, Deputy Director

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<sup>2</sup> The estimate does not include overtime costs.

<sup>3</sup> The estimate includes regularly appointed and temporary employees in step pay programs and discretionary pay programs.



## Legislation Text

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**File #:** CB 120184, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to City employment; establishing Juneteenth as a legal holiday for certain City employees and a legal parking holiday; amending other provisions to implement Juneteenth as a legal holiday, conform with state law, and make technical corrections; and amending Sections 4.20.190 and 11.14.277 of the Seattle Municipal Code.

WHEREAS, on January 1, 1863, the Emancipation Proclamation legally ended slavery in the Confederate states, but the low presence of Union troops and refusal of white slaveowners to comply with the proclamation prolonged slavery in Texas; and

WHEREAS, on June 19, 1865, two and one-half years after the Emancipation Proclamation and over a month after the end of the Civil War, a Union general arrived in Galveston, TX and issued General Order No. 3 securing the Union Army's authority over Texas and informing enslaved persons in the state that they were free by executive decree; and

WHEREAS, June 19 has been celebrated in smaller communities across the nation as Juneteenth and also is known as Freedom Day, Jubilee Day, Liberation Day, Emancipation Day, and Black Independence Day; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the emancipation of those who had been enslaved in the United States; and

WHEREAS, while over 155 years have passed since chattel slavery was officially ended in the United States, slavery has left a catastrophic and unrelenting legacy of trauma for generations of Black Americans and the nation continues to struggle with dismantling discriminatory systems and structural racism; and

WHEREAS, establishing Juneteenth as a legal holiday and parking holiday brings awareness and consciousness to a crucial day in history and is a distinct step toward achieving racial equity, working toward an antiracist future and ending the historical and continued harms of slavery; and

WHEREAS, the United States government has yet to meaningfully engage in material and historical reparations to the American Descendants of Slavery; and

WHEREAS, in 2007, the Washington state legislature designated Juneteenth as a legislatively recognized day of remembrance for when slaves learned of their freedom; and

WHEREAS, in 2018 and 2019, the Mayor issued proclamations recognizing Juneteenth Day on the 155th and 156th anniversaries of the Emancipation Proclamation; and

WHEREAS, in 2020, the Council issued a proclamation recognizing Juneteenth for its historical significance and dedicated the proclamation to the City's Black employees for their many sacrifices and commitment to the community; and

WHEREAS, on May 13, 2021, Washington Governor Jay Inslee signed House Bill 1016 establishing Juneteenth as a legal holiday for state employees starting in 2022; and

WHEREAS, on June 17, 2021, United States President Joe Biden signed the Juneteenth National Independence Day Act into Law immediately establishing Juneteenth as a legal holiday for federal employees; and

WHEREAS, establishing Juneteenth as a legal holiday and parking holiday requires appropriate action by the Council; NOW, THEREFORE,

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

Section 1. Section 4.20.190 of the Seattle Municipal Code, last amended by Ordinance 124567, is amended as follows:

**4.20.190 Holiday pay or time off((;))**

A. Employees, except uniformed police and fire personnel, shall be entitled to ~~((ten))~~ 11 legal holidays and two personal holidays each calendar year, or days off in lieu thereof occurring Monday to Friday inclusive,

without salary deduction. Temporary workers who qualify for fringe benefits in lieu of premium pay pursuant to subsection 4.20.055.C shall likewise be entitled under the same terms and conditions as regular employees to legal holidays that occur during periods when they are so qualified, or days off in lieu thereof without salary deduction, and for two personal holidays each calendar year or four such personal holidays if qualified pursuant to subsection 4.20.190.B ~~((hereof))~~. The provisions of this ~~((section))~~ Section 4.20.190 shall not apply to any employee whose compensation is set by a collective bargaining agreement unless the labor organization representing such employee agrees ~~((to be bound solely by provisions of this section with respect to the subject matter hereof))~~ that the provisions apply. The Seattle Human Resources Director is ~~((hereby))~~ authorized to promulgate rules providing alternative holiday pay or time off for employees not covered by collective bargaining agreements whose work schedules are other than five eight-hour days in a payroll workweek.

B. ~~((Effective for 2007 and thereafter, employees))~~ Employees who are not represented by labor organizations pursuant to chapter 41.56 RCW ~~((41.56))~~ and who have completed ~~((eighteen thousand seven hundred twenty (18,720)))~~ 18,720 hours or more on regular pay status on or before December 31, of the previous year shall be entitled to two ~~((2))~~ additional personal holidays in each subsequent calendar year.

C. ~~((Effective January 1, 1993, legal holidays shall be observed as follows:))~~ The legal holidays are as follows:

New Year's Day	January 1 <del>((st))</del>
Martin Luther King Jr's. Birthday	Third Monday in January
<del>((Presidents's))</del> <u>Presidents' Day</u>	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4 <del>((th))</del>
Labor Day	First Monday in September
Veterans' Day	November 11 <del>((th))</del>
Thanksgiving Day	Fourth Thursday in November
The day immediately following Thanksgiving Day	

Christmas Day	December 25 <del>((th))</del>
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D. When a legal holiday falls on a Sunday, ~~((the holiday shall be observed on the following Monday.))~~  
the following Monday is the legal holiday. When a legal holiday falls on a Saturday, ~~((the holiday shall be  
observed on the preceding Friday.))~~ the preceding Friday is the legal holiday.

Section 2. Section 11.14.277 of the Seattle Municipal Code, last amended by Ordinance 126399, is amended as follows:

**11.14.277 Legal parking holidays**

Except where otherwise indicated by signposting in the area or for individual parking spaces, the following are parking holidays: Sunday; the first day of January, New Year's Day; the third Monday of January, the anniversary of the birth of Martin Luther King, Jr.; the third Monday of February, Presidents' Day; the last Monday of May, Memorial Day; the nineteenth day of June, Juneteenth; the fourth day of July, the anniversary of the Declaration of Independence; the first Monday in September, Labor Day; the eleventh day of November, Veterans Day; the fourth Thursday of November, Thanksgiving Day; and the twenty-fifth day of December, Christmas Day.

Whenever any parking holiday, other than Sunday, falls on a Sunday, the following Monday shall be a parking holiday.

Rates for large Seattle Center events, defined in Section 11.14.276, shall apply regardless of whether the day is a parking holiday.

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 \_\_\_\_\_, 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)



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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Karina Bull /x6-0078	n/a

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to City employment; establishing Juneteenth as a legal holiday for certain City employees and a legal parking holiday; amending other provisions to implement Juneteenth as a legal holiday, conform with state law, and make technical corrections; and amending Sections 4.20.190 and 11.14.277 of the Seattle Municipal Code.

**Summary and background of the Legislation:** This legislation would establish Juneteenth as (a) a legal holiday for certain City employees and (b) a parking holiday.

On January 1, 1863, the Emancipation Proclamation legally ended slavery in the Confederate states, but the low presence of Union troops and refusal of white slaveowners to comply with the proclamation prolonged slavery in Texas.

Juneteenth marks the day on June 19, 1865, two and one-half years after the Emancipation Proclamation and over a month after the end of the Civil War, when a Union general arrived in Galveston, TX and issued General Order No. 3 securing the Union Army's authority over Texas and informing enslaved persons in the state that they were free by executive decree.

Since that day, June 19 has been celebrated in communities across the nation as Juneteenth (short for June nineteenth) and is also known as Freedom Day, Jubilee Day, Liberation Day, Emancipation Day, and Black Independence Day. Juneteenth is the oldest national celebration of the emancipation of those who had been enslaved in the United States.

In 2021, Juneteenth became a legal holiday for federal employees. In Washington, Juneteenth has been a day of remembrance since 2007 and will become a legal holiday for state employees beginning in 2022. King County and Bremerton have also passed legislation establishing Juneteenth as a legal holiday beginning in 2022. In Seattle, the Mayor and Council have issued several proclamations recognizing the historical significance of Juneteenth.

Under the proposed legislation, Juneteenth would become one of 11 legal holidays for certain City employees.<sup>1</sup> The legislation would not apply to uniformed police and fire employees because their holidays are established by collective bargaining agreement. Represented employees would observe the holiday subject to their union's agreement.

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<sup>1</sup> Under SMC 4.20.190, the City's current holidays include (1) New Year's Day, (2) Martin Luther King Jr's. Birthday, (3) Presidents' Day, (4) Memorial Day, (5) Independence Day, (6) Labor Day, (7) Veterans' Day, (8) Thanksgiving Day, (9) The day immediately following Thanksgiving Day, and (10) Christmas Day.

Juneteenth would also become one of 10 parking holidays. As a parking holiday, the City would not collect parking revenue from pay stations or enforce parking restrictions on Juneteenth. The only legal holiday for City employees that is not a parking holiday is the Friday after Thanksgiving. In 2006, Ordinance 122243 excluded the Friday after Thanksgiving to support the retail community by encouraging efficient parking management (i.e., turnover of parking spaces) for businesses and their customers on one of the busiest shopping days of the year.

## 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 legislation would result in direct and indirect costs for the City. Direct costs would include additional pay for minimum staffing requirements (e.g., holiday pay for employees who work on the holiday) and a loss of parking revenue for the parking holiday. Indirect costs would include loss of productivity (e.g., closure of community service centers on the holiday).

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

If this legislation is not implemented, the City would not have an on-going method for recognizing Juneteenth for City employees and the community. The Mayoral and Council proclamations recognizing Juneteenth only apply to the specific dates of those proclamations. Washington state, King County, and Bremerton have passed legislation establishing Juneteenth as an annual legal holiday.

## 4. OTHER IMPLICATIONS

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

The direct and indirect costs of implementing this legislation would impact other City departments. The direct costs would primarily involve departments with minimum staffing requirements. The indirect costs would include loss of productivity.

**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?**

While over 155 years have passed since chattel slavery was officially ended in the United States, slavery has left a catastrophic and unrelenting legacy of trauma for generations of Black Americans and the nation continues to struggle with dismantling discriminatory systems and structural racism. The United States government also has yet to meaningfully engage in material and historical reparations to the American Descendants of Slavery. Establishing Juneteenth as a legal holiday and parking holiday would bring awareness and consciousness to a crucial day in history and is a distinct step toward achieving racial equity, working toward an antiracist future, and ending the historical and continued harms of slavery.

**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.

**List attachments/exhibits below:**

None.

December 9, 2021

## MEMORANDUM

**To:** Seattle City Council  
**From:** Karina Bull, Analyst  
**Subject:** Council Bill 120184: Juneteenth Holiday

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On December 13, 2021, the Seattle City Council (Council) will discuss and may vote on [Council Bill \(CB\) 120184](#), legislation that would establish Juneteenth as (1) a legal holiday for certain City employees and (2) a parking holiday for on-street parking rates. This memo summarizes the background and content of the legislation. Central Staff has not identified issues or concerns for Council's consideration.

### Background

Juneteenth marks the day on June 19, 1865, two and one-half years after the Emancipation Proclamation and over a month after the end of the Civil War, when a Union general arrived in Galveston, Texas, and informed enslaved persons in the state that they were free by executive decree. Since that day, June 19 has been celebrated in many communities across the nation as "Juneteenth" (short for June nineteenth) and is also known as Freedom Day, Jubilee Day, Liberation Day, Emancipation Day, and Black Independence Day.

Nationally, Juneteenth became a legal holiday for federal employees in 2021. In Washington State, Juneteenth has been a day of remembrance since 2007 and will be observed as a legal holiday for State employees beginning in 2022. King County and Bremerton public employees will observe Juneteenth as a legal holiday beginning in 2022. In Seattle, the Mayor and Council have issued several proclamations recognizing the historical significance of Juneteenth.

### Council Bill 120184

The proposed legislation would establish Juneteenth as one of 11 legal holidays for City employees.<sup>1</sup> The legislation would automatically cover non-represented employees and would cover represented employees subject to their union's agreement. The legislation would not apply to uniformed police and fire employees as those employees establish their holidays by collective bargaining agreement.

The legislation would also establish Juneteenth as one of 10 parking holidays. As a parking holiday, the City would not collect parking revenue from pay stations or enforce parking restrictions on Juneteenth. The only legal holiday for City employees that is not a parking

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<sup>1</sup> Under [SMC 4.20.190](#), the City's current holidays include (1) New Year's Day, (2) Martin Luther King Jr.'s Birthday, (3) Presidents' Day, (4) Memorial Day, (5) Independence Day, (6) Labor Day, (7) Veterans' Day, (8) Thanksgiving Day, (9) The day immediately following Thanksgiving Day, and (10) Christmas Day.

holiday is the Friday after Thanksgiving. In 2006, [Ordinance 122243](#) excluded the Friday after Thanksgiving to encourage efficient parking management (i.e., turnover of parking spaces) for businesses and their customers on one of the busiest shopping days of the year.

### **Financial Impacts**

This legislation would result in direct and indirect costs. Direct costs would include additional pay for minimum staffing requirements (e.g., holiday pay for employees who work on the holiday) and the loss of on-street parking revenue for the parking holiday. Indirect costs would include loss of productivity (e.g., closure of community service centers on the holiday).

The City Budget Office (CBO) estimates that minimum staffing requirements for the City workforce, including employees covered by this legislation and those who may negotiate the holiday separately, would cost \$620,000. In the 2022 Adopted Budget, Council approved allocation of \$620,000 to multiple funds in Finance General (FG) Reserves to cover these direct costs.

CBO estimates that an additional parking holiday in June would typically cost about \$132,000. However, on-street parking revenues are currently about 75 percent of pre-COVID levels, and the cost could be as little as \$33,000 assuming a continuation of current parking trends. As on-street parking revenue is not allocated to any specific department, this cost would be absorbed by the General Fund.

### **Racial Equity Impacts**

While over 155 years have passed since chattel slavery was officially ended in the United States, slavery has left a catastrophic and unrelenting legacy of trauma for generations of Black Americans and the nation continues to struggle with dismantling discriminatory systems and structural racism. Establishing Juneteenth as a legal holiday and parking holiday would bring awareness and consciousness to a crucial day in history and is a distinct step toward achieving racial equity, working toward an antiracist future, and ending the historical and continued harms of slavery.

### **Next Steps**

If the Council votes to approve CB 120184, the Executive would transmit separate legislation to appropriate funding to relevant departments to cover the direct costs of the holiday for eligible represented and non-represented employees.

Please contact me if you have questions about this proposed legislation.

cc: Esther Handy, Director  
Dan Eder, Deputy Director



## Legislation Text

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**File #:** CB 120246, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the City's traffic code; conforming the Seattle Municipal Code with changes in state law; amending Sections 11.14.055, 11.20.040, 11.20.230, 11.30.040, 11.31.120, 11.34.020, 11.40.240, 11.44.020, 11.44.040, 11.50.320, 11.50.340, 11.53.100, 11.53.120, 11.53.140, 11.53.200, 11.53.205, 11.55.010, 11.55.080, 11.56.025, 11.56.050, 11.56.120, 11.56.350, 11.56.355, 11.58.005, 11.58.195, 11.58.230, 11.70.060, 11.82.520, and 11.84.440 of the Seattle Municipal Code; and adding new Sections 11.14.097, 11.14.712, and 11.70.070 to the Seattle Municipal Code.

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

Section 1. Section 11.14.055 of the Seattle Municipal Code, last amended by Ordinance 125944, is amended as follows:

#### **11.14.055 Bicycle and electric-assisted bicycle**

A. "Bicycle" means every device propelled solely by human power, or an electric-assisted bicycle, upon which a person or persons may ride, having two tandem wheels either of which is 16 inches or more in diameter, or three wheels, any one of which is ~~((more than))~~ 20 inches or more in diameter.

\* \* \*

Section 2. A new Section 11.14.097 is added to the Seattle Municipal Code as follows:

#### **11.14.097 Circular intersection**

"Circular intersection" means an intersection characterized by a circulatory roadway, generally circular in design, located in the center of the intersection. A circular intersection encompasses the area bounded by the outermost curb line or, if there is no curb, the edge of the pavement, and includes crosswalks on any entering or exiting roadway. "Circular intersection" includes roundabouts, rotaries, and traffic circles.

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

**11.14.712 Vulnerable user of a public way**

“Vulnerable user of a public way” means a pedestrian, a person riding an animal, or a person operating or riding any of the following on a public way: a farm tractor or implement of husbandry, without an enclosed shell, a bicycle, an electric-assisted bicycle, an electric personal assistive mobility device, a moped, a motor-driven cycle, a motorized foot scooter, or a motorcycle.

Section 4. Section 11.20.040 of the Seattle Municipal Code, last amended by Ordinance 123190, is amended as follows:

**11.20.040 Special endorsement for motorcycle operator's license-Moped exception((-))**

No person shall drive either a two-wheeled or three-wheeled motorcycle or a motor-driven cycle unless such person has a valid driver’s license specially endorsed by the Director of the Washington State Department of Licensing to enable the holder to drive such vehicles ~~((provided, that))~~ . A person who violates this Section 11.20.040 commits a traffic infraction and is subject to the base penalty under Section 11.31.120 and an additional monetary penalty of \$250, which shall be collected by the clerk of the court and transmitted to the state for deposit in the motorcycle safety education account under RCW 46.68.065. However, a person holding a valid driver’s license may operate a motorcycle as defined under ~~((Section))~~ subsection 11.14.340.B without a motorcycle endorsement and any person ~~((sixteen-))~~16((-)) years of age or older, holding a valid driver’s license of any class issued by the state of the person’s residence, may operate a moped without taking any special examination for the operation of a moped. ~~((RCW 46.20.500)))~~

Section 5. Section 11.20.230 of the Seattle Municipal Code, last amended by Ordinance 123632, is amended as follows:

**11.20.230 Ignition interlock device authorized((-))**

A. The court may order that ~~((after a period of suspension, revocation, or denial of driving privileges, and for up to as long as the court has jurisdiction,))~~ any person convicted of any offense involving the use,

consumption, or possession of alcohol while operating a motor vehicle may drive only a motor vehicle equipped with a functioning ignition interlock device. The court shall establish a specific ~~((calibration setting))~~ alcohol set point at which the interlock will prevent the vehicle from being started and the period of time for which interlock use will be required.

B. Subject to the exception and waiver provisions of ~~((Section))~~ subsection 11.56.025~~((L))~~, the court shall order a person convicted under ~~((Subsection))~~ subsection 11.56.020.A or 11.56.020.B to apply for an ignition interlock driver's license from the Washington Department of Licensing under RCW 46.20.385 and to have a functioning ignition interlock device installed on all motor vehicles operated by the person. The court shall order any person participating in a deferred prosecution program under RCW ~~((10.55.020))~~ 10.05.020 for a violation of Section 11.56.020, or for a violation of subsection 11.58.005.A.1 where the person would be required under subsection 11.58.005.A.4 to install an ignition interlock device on all vehicles operated by the person in the event of a conviction, or for a violation of Section 11.56.120 where the person would be required under subsection 11.56.120.D to install an ignition interlock device on all vehicles operated by the person in the event of a conviction to have a functioning ignition interlock device installed on all motor vehicles operated by the person. ~~((RCW 46.20.720))~~

Section 6. Section 11.30.040 of the Seattle Municipal Code, last amended by Ordinance 125944, is amended as follows:

**11.30.040 When a vehicle may be impounded without prior notice**

A. A vehicle may be impounded with or without citation and without giving prior notice to its owner as required in Section 11.30.060 only under the following circumstances:

1. When the vehicle is impeding or is likely to impede the normal flow of vehicular or pedestrian traffic.
2. When the vehicle is illegally occupying a truck, commercial load zone, restricted parking zone, bus, loading, hooded-meter, taxi, street construction or maintenance, or other similar zone where, by



order of the Director of Transportation or Chiefs of Police or Fire or their designees, parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

3. When a vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under chapter 46.16A RCW, as now or hereafter amended, is parked in a stall or space clearly and conspicuously marked as provided in subsection 11.72.065.A, as now or hereafter amended, whether the space is provided on private property without charge or on public property.

4. When the vehicle poses an immediate danger to the public safety.

5. When a police officer has probable cause to believe that the vehicle is stolen.

6. When a police officer has probable cause to believe that the vehicle constitutes evidence of a crime or contains evidence of a crime, if impoundment is reasonably necessary in such instance to obtain or preserve such evidence.

7. When a vehicle is parked in a public right-of-way or on other publicly owned or controlled property and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay a parking infraction for at least 45 days from the date of the filing of the notice of infraction.

8. When the vehicle is a "junk motor vehicle" as defined in Section 11.14.268, and is parked on a street, alley, or way open to the public, or on municipal or other public property.

9. When the vehicle is impounded pursuant to subsection 11.30.105.A, but if the vehicle is a commercial vehicle and the driver is not the registered owner of the vehicle, then the police officer shall attempt in a reasonable and timely manner to contact the registered owner before impounding the vehicle and may release the vehicle to the registered owner if the registered owner is reasonably available, was not in the

vehicle at the time it was stopped and the driver arrested, and has not received a prior release under this subsection 11.30.040.A.9 or subsection 11.30.120.C.2.

10. When a vehicle with an expired registration of more than 45 days is parked on a public street.

11. When the vehicle is impounded pursuant to Section 12A.10.115 or RCW 9A.88.140.

12. When the vehicle is impounded pursuant to RCW 46.55.360.

13. When the vehicle is impounded pursuant to subsection 18.12.235.B.

14. Upon determining that a person restricted to use of only a motor vehicle equipped with a functioning ignition interlock device is operating a motor vehicle that is not equipped with such a device in violation of subsection 11.56.350.A.

\* \* \*

Section 7. Section 11.31.120 of the Seattle Municipal Code, last amended by Ordinance 123946, is amended as follows:

**11.31.120 Monetary penalties((-))**

\* \* \*

D. In addition to any other penalties imposed under this Section 11.31.120 and not subject to the limitation of subsection 11.31.120.A, a person found to have committed a traffic infraction shall be assessed:

1. A fee of \$5 per infraction. Under no circumstances shall this fee be reduced or waived.

Revenue from this fee shall be forwarded to the state treasurer for deposit in the emergency medical services and trauma care system trust account under RCW 70.168.040;

2. A fee of \$10 per infraction. Under no circumstances shall this fee be reduced or waived.

Revenue from this fee shall be forwarded to the state treasurer for deposit in the Washington auto theft prevention authority account; and

3. A fee of \$5 per infraction. Under no circumstances shall this fee be reduced or waived.

Revenue from this fee shall be forwarded to the state treasurer for deposit in the traumatic brain injury account established in RCW 74.31.060.

4. An additional penalty of \$20 per infraction, except this additional penalty shall not be assessed for a violation of Section 11.52.110 or 11.58.272. The court may not reduce, waive, or suspend the additional penalty unless the court finds the offender to be indigent. If a court authorized community restitution program for offenders is available, the court shall allow offenders to offset all or a part of the penalty due under this subsection 11.31.120.D.4 by participation in the court authorized community restitution program. Revenue from this additional penalty shall be remitted and distributed according to RCW 46.63.110(8).

Section 8. Section 11.34.020 of the Seattle Municipal Code, last amended by Ordinance 124950, is amended as follows:

**11.34.020 Penalties for criminal offenses**

\* \* \*

C. In addition to any other penalties imposed for conviction of a violation of this Title 11 that is a crime, the court shall impose an additional penalty of \$50. The court may not reduce, waive, or suspend the additional penalty unless the court finds the offender to be indigent. If a community restitution program for offenders is available, the court shall allow offenders to offset all or a part of the penalty due under this Section 11.34.020 by participation in the community restitution program. Revenue from this additional penalty shall be remitted and distributed according to RCW 46.64.055.

Section 9. Section 11.40.240 of the Seattle Municipal Code, last amended by Ordinance 115323, is amended as follows:

**11.40.240 Walking in roadway**

Where sidewalks are not provided ~~((any))~~ or are inaccessible, a pedestrian walking or otherwise moving along and upon a street shall ~~((, when practicable, move only))~~:

A. When shoulders are provided and are accessible, walk on the ~~((left side of the roadway or its))~~

shoulder ~~((facing traffic which may approach from the opposite direction and))~~ of the roadway as far as is practicable from the edge of the roadway, facing traffic when a shoulder is available in this direction; or

B. When shoulders are not provided or are inaccessible, walk as near as is practicable to the outside edge of the roadway facing traffic, and when practicable, move clear of the roadway upon meeting an oncoming vehicle ~~((shall move clear of the roadway))~~.

Section 10. Section 11.44.020 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.44.020 Rights and duties of rider~~((;))~~**

Every person operating a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to a driver of a vehicle except as to the special regulations of this ~~((chapter and except as to))~~ Chapter 11.44, those provisions of this ~~((subtitle which))~~ Subtitle I that by their nature can have no application, and as provided in Section 11.50.320. ~~((RCW 46.61.755))~~

Section 11. Section 11.44.040 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.44.040 Riding on roadways~~((;))~~**

A. Every person operating a bicycle upon a roadway at a speed slower than the normal and reasonable flow of motor vehicle traffic thereon shall ride as near to the right side of the right through lane as is safe, except ~~((as may be appropriate while))~~:

1. While preparing to make or while making turning movements ~~((; or while))~~ at an intersection or into a private road or driveway;

2. When approaching an intersection where right turns are permitted and there is a dedicated right turn lane, in which case a person may operate a bicycle in this lane even if the operator does not intend to turn right;

3. While overtaking and passing another bicycle or vehicle proceeding in the same direction; and

4. When reasonably necessary to avoid unsafe conditions including, but not limited to, fixed or moving objects, parked or moving vehicles, bicyclists, pedestrians, animals, and surface hazards.

B. A person operating a bicycle upon a roadway that carries traffic in one ~~((1))~~ direction only and that has two ~~((2))~~ or more marked traffic lanes may ride as near to the left side of the left through lane as is safe.

C. A person operating a bicycle upon a roadway may utilize the shoulder of the roadway or any specially designated bicycle lane ~~((if such exists))~~. ~~((RCW 46.61.770(1)))~~

D. When the operator of a bicycle is using the travel lane of a roadway with only one lane for traffic moving in the direction of travel and it is wide enough for a bicyclist and a vehicle to travel safely side-by-side within it, the bicycle operator shall operate far enough to the right to facilitate the movement of an overtaking vehicle unless other conditions make it unsafe to do so or unless the bicyclist is preparing to make a turning movement or while making a turning movement.

Section 12. Section 11.50.320 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.50.320 Stop intersections~~((:))~~**

A. Every driver of a vehicle approaching a stop sign shall stop except as provided in subsection 11.50.320.C at a marked stop line, or if none, before entering a marked crosswalk on the near side of the intersection or~~((:))~~ if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway, unless directed to proceed by a person duly authorized to regulate traffic.

B. Before entering the intersection, and after having stopped, the driver shall yield the right-of-way to any vehicle which is in the intersection or which is approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways. ~~((RCW 46.61.190(2) and 46.61.360(2)) (RCW 47.36.110))~~

C.

1. With the exception of subsection 11.50.320.C.2 and subsection 11.50.320.C.3, a person operating a bicycle approaching a stop sign shall follow the requirements for approaching either a stop sign as specified in subsection 11.50.320.A or a yield sign as specified in Section 11.50.340.

2. A person operating a bicycle approaching a stop sign located at a highway grade crossing of a railroad must follow the requirements of Section 11.50.260.

3. A person operating a bicycle approaching a "stop" signal in use by a school bus, as required under Section 11.82.520, must follow the requirements of Section 11.53.440.

D. When the right-of-way has not been yielded in accordance with this Section 11.50.320 to a vehicle that is a vulnerable user of a public way, a driver of a motor vehicle found to be in violation of Section 11.50.320 must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 13. Section 11.50.340 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

#### **11.50.340 Yield signs((:))**

A. The driver of a vehicle approaching a yield sign shall slow down to a speed ~~((which is))~~ reasonable for the existing conditions and if required for safety to stop, shall stop at a marked stop line, ~~((or))~~ but if none, before entering a marked crosswalk on the near side of the intersection~~((;))~~ or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway. Before entering the roadway, after slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection, or to any vehicle which is approaching on another roadway so closely as to constitute an immediate hazard of collision. If a driver is involved in a collision with a vehicle in the intersection or junction of roadways, after driving past a yield sign without stopping, such collision shall be deemed prima facie

evidence of ~~((his))~~ the driver's failure to yield the right-of-way. ~~((RCW 46.61.190(3))~~~~(Note: See 47.36.100 for another statute.))~~

B. When the right-of-way has not been yielded in accordance with subsection 11.50.340.A to a vehicle that is a vulnerable user of a public way, a driver of a motor vehicle found to be in violation of subsection 11.50.340.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 14. Section 11.53.100 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.53.100 Operate in single lane~~((:))~~**

A. Every vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety. ((~~(RCW 46.61.140(1))~~))

B. The operator of a commercial motor vehicle as defined in RCW 46.25.010 may, with due regard for all other traffic, deviate from the lane in which the operator is driving to the extent necessary to approach and drive through a circular intersection.

Section 15. Section 11.53.120 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.53.120 Interval between vehicles~~((:))~~**

A. The driver of a motor vehicle shall not follow another vehicle or bicycle more closely than is reasonable and prudent, having due regard for the speed of such vehicles or bicycles and the traffic upon and the condition of the street or alley. ((~~(RCW 46.61.145(1))~~))

B. When the vehicle being followed is a vulnerable user of a public way, a driver of a motor vehicle

found to be in violation of subsection 11.53.120.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 16. Section 11.53.140 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.53.140 Interval between trucks((-))**

A. The driver of any motor truck or motor vehicle drawing another vehicle when traveling upon a roadway outside of a business or residence district and which is following another motor truck or motor vehicle drawing another vehicle shall, whenever conditions permit, leave sufficient space so that an overtaking vehicle may enter and occupy such space without danger, except that this shall not prevent a motor truck or motor vehicle drawing another vehicle from overtaking and passing any like vehicle or other vehicle. (((RCW 46.61.145(2))))

B. When the vehicle being followed is a vulnerable user of a public way, a driver of a motor vehicle found to be in violation of subsection 11.53.140.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 17. Section 11.53.200 of the Seattle Municipal Code, last amended by Ordinance 122742, is amended as follows:

**11.53.200 Overtaking other traffic on the left((-))**

A. The operator of a vehicle overtaking other traffic proceeding in the same direction shall pass to the left of such overtaken vehicle at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken traffic. (((RCW 46.61.110(1))))



B. When the vehicle being overtaken is a motorcycle, motor-driven cycle, or moped, a driver of a motor vehicle found to be in violation of subsection 11.53.200.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 18. Section 11.53.205 of the Seattle Municipal Code, enacted by Ordinance 122742, is amended as follows:

**11.53.205 Overtaking a pedestrian or bicycle((-))**

A. The operator of a vehicle approaching an individual who is travelling as a pedestrian or on a bicycle ((that)) , riding an animal, or using a farm tractor or implement of husbandry without an enclosed shell, and who is ((on)) travelling in the right lane of a roadway or on the right-hand shoulder or bicycle lane of the roadway, shall ((pass to the left at a safe distance to clearly avoid coming into contact with the pedestrian or bicyclist and shall not again drive to the right side of the roadway until safely clear of the overtaken pedestrian or bicyclist. (RCW 46.61.110(2)))) :

1. On a roadway with two lanes or more for traffic moving in the direction of travel, before passing and until safely clear of the individual, move completely into a lane to the left of the right lane when it is safe to do so;

2. On a roadway with only one lane for traffic moving in the direction of travel:

a. When there is sufficient room to the left of the individual in the lane for traffic moving in the direction of travel, before passing and until safely clear of the individual:

i. Reduce speed to a safe speed for passing relative to the speed of the individual;  
and

ii. Pass at a safe distance, where practicable of at least 3 feet, to clearly avoid coming into contact with the individual or the individual's vehicle or animal; or

b. When there is insufficient room to the left of the individual in the lane for traffic moving in the direction of travel to comply with subsection 11.53.205A.2.a, before passing and until safely clear of the individual, move completely into the lane for traffic moving in the opposite direction when it is safe to do so and in compliance with Sections 11.53.210, 11.53.240, 11.53.260, 11.53.280, 11.53.290 and 11.53.300.

B. A driver of a motor vehicle found to be in violation of subsection 11.53.205.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 19. Section 11.55.010 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.55.010 Right-of-way of vehicles approaching an intersection((:))**

A. When two (((2))) vehicles approach or enter an uncontrolled intersection from different highways at approximately the same time, the driver of the vehicle on the left shall yield the right-of-way to the vehicle on the right. (((RCW 46.61.180)))

B. When the vehicle on the right approaching an intersection is a vulnerable user of a public way, a driver of a motor vehicle found to be in violation of subsection 11.55.010.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 20. Section 11.55.080 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.55.080 Right-of-way on making a left turn((:))**

A. The operator of a vehicle intending to turn to the left shall yield the right-of-way to any vehicle approaching from the opposite direction which is so close as to constitute an immediate hazard. ~~((RCW 46.61.185)))~~

B. When the vehicle approaching from the opposite direction is a vulnerable user of a public way, a driver of a motor vehicle found to be in violation of subsection 11.55.080.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 21. Section 11.56.025 of the Seattle Municipal Code, last amended by Ordinance 125344, is amended as follows:

**11.56.025 Penalty for persons under the influence of intoxicating liquor or any drug**

A.

1. A person who is convicted of a violation of subsection 11.56.020.A or 11.56.020.B who has no prior offense within seven years and whose alcohol concentration was less than 0.15, or for any reason other than the person's refusal to take a test offered pursuant to RCW 46.20.308 there is no test result indicating the person's alcohol concentration, shall be punished by imprisonment for not less than 24 consecutive hours nor more than 364 days and by a fine of not less than \$350 and not more than \$5,000. In lieu of the mandatory minimum term of imprisonment required under this subsection 11.56.025A.1, the court, in its discretion, may order not less than 15 days of electronic home monitoring or a 90-day period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390. The court may consider the offender's pretrial 24/7 sobriety program monitoring as fulfilling a portion of posttrial sentencing.

2. A person who is convicted of a violation of subsection 11.56.020.A or 11.56.020.B who has no prior offense within seven years and whose alcohol concentration was 0.15 or more, or who refused to take a

test offered pursuant to RCW 46.20.308, shall be punished by imprisonment for not less than ~~((two))~~ 48 consecutive ~~((days))~~ hours nor more than 364 days and a fine of not less than \$500 nor more than \$5,000. In lieu of the mandatory minimum term of imprisonment required under this subsection 11.56.025.A.2, the court, in its discretion, may order not less than 30 days of electronic home monitoring or a 120-day period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390. The court may consider the offender's pretrial 24/7 sobriety program monitoring as fulfilling a portion of posttrial sentencing.

B.

1. A person who is convicted of a violation of subsection 11.56.020.A or 11.56.020.B who has one prior offense within seven years and whose alcohol concentration was less than 0.15, or for any reason other than the person's refusal to take a test offered pursuant to RCW 46.20.308 there is no test result indicating the person's alcohol concentration, shall be punished by imprisonment for not less than 30 consecutive days nor more than 364 days, 60 days of electronic home monitoring, and a fine of not less than \$500 nor more than \$5,000. ~~((H))~~ If the court makes the written findings and reason required under subsection 11.56.025.G, in lieu of the mandatory term of imprisonment and electronic home monitoring under this subsection 11.56.025.B.1, the court may order a minimum of ~~((four days in jail and))~~ either 180 days of electronic home monitoring or, if available in Seattle, a 120-day period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390. The court may consider the offender's pretrial 24/7 sobriety program monitoring as fulfilling a portion of the posttrial sentencing. The court shall order an expanded ~~((alcohol))~~ substance use disorder assessment and treatment, if deemed appropriate by the assessment.

2. A person who is convicted of a violation of subsection 11.56.020.A or 11.56.020.B who has one prior offense within seven years and whose alcohol concentration was 0.15 or more, or who refused to take a test offered pursuant to RCW 46.20.308, shall be punished by imprisonment for not less than 45 consecutive days nor more than 364 days, 90 days of electronic home monitoring, and a fine of not less than \$750 nor more than \$5,000. ~~((H))~~ If the court makes the written findings and reason required under subsection 11.56.025.G, in

lieu of the mandatory minimum term of imprisonment and electronic home monitoring under this subsection 11.56.025.B.2, the court may order a minimum of ~~((six days in jail and))~~ either six months of electronic home monitoring or, if available in Seattle, a 120-day period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390. The court may consider the offender's pretrial 24/7 sobriety program monitoring as fulfilling a portion of posttrial sentencing. The court shall order an expanded ~~((alcohol))~~ substance use disorder assessment and treatment, if deemed appropriate by the assessment.

C.

1. A person who is convicted of a violation of subsection 11.56.020.A or 11.56.020.B who has two or more prior offenses within seven years and whose alcohol concentration was less than 0.15, or for any reason other than the person's refusal to take a test offered pursuant to RCW 46.20.308 there is no test result indicating the person's alcohol concentration, shall be punished by imprisonment for not less than 90 consecutive days nor more than 364 days, ~~((if available in Seattle, a six-month period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390,))~~ 120 days of electronic home monitoring, ~~((and ))~~ a fine of not less than \$1,000 nor more than \$5,000, and, if available in Seattle, a six-month period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390. ~~((If))~~ If the court makes the written findings and reason required under subsection 11.56.025.G, in lieu of the mandatory minimum term of ~~((120 days of))~~ imprisonment and electronic home monitoring under this subsection 11.56.025.C.1, the court may order ~~((at least an additional eight days in jail))~~ 360 days of electronic home monitoring or a 360-day period of 24/7 sobriety monitoring pursuant to RCW 36.28A.300 through 36.28A.390. The court shall order an expanded ~~((alcohol))~~ substance use disorder assessment and treatment, if deemed appropriate by the assessment.

2. A person who is convicted of a violation of subsection 11.56.020.A or 11.56.020.B who has two or more prior offenses within seven years and whose alcohol concentration was 0.15 or more, or who refused to take a test offered pursuant to RCW 46.20.308, shall be punished by imprisonment for not less than

120 consecutive days nor more than 364 days, ~~((if available in Seattle, a six-month period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390,))~~ 150 days of electronic home monitoring, ~~((and))~~ a fine of not less than \$1,500 nor more than \$5,000, and, if available in Seattle, a six-month period of 24/7 sobriety program monitoring pursuant to RCW 36.28A.300 through 36.28A.390. ~~((In))~~ If the court makes the written findings and reason required under subsection 11.56.025.G, in lieu of the mandatory minimum term of ~~((150 days of))~~ imprisonment and electronic home monitoring under this subsection 11.56.025.C.2, the court may order ~~((at least an additional 10 days in jail))~~ 360 days of electronic home monitoring or a 360-day period of 24/7 sobriety monitoring pursuant to RCW 36.28A.300 through 36.28A.390. The court shall order an expanded ~~((alcohol))~~ substance use disorder assessment and treatment, if deemed appropriate by the assessment.

D. "Prior offense," "treatment" and "within seven ~~((7))~~ years" have the same meaning as in RCW 46.61.5055.

E. If a person convicted of a violation of ~~((Subsection))~~ subsection 11.56.020.A or subsection 11.56.020.B committed the offense while ~~((a passenger))~~ one or more passengers under the age of ~~((sixteen-))~~ 16~~((3))~~ years ~~((was))~~ were in the vehicle, the court shall:

1. ~~((order))~~ Order the use of an ignition interlock or other device under RCW 46.20.720 for an additional ~~((six-6))~~ 12 months for each passenger under the age of 16 when the defendant is subject to the penalties under subsection 11.56.025.A.1, subsection 11.56.025.B.1, or subsection 11.56.025.C.1; and order the use of an ignition interlock device for an additional 18 months for each passenger under the age of 16 when the defendant is subject to the penalties under subsection 11.56.025.A.2, subsection 11.56.025.B.2, or subsection 11.56.025.C.2;

2. ~~((in))~~ In any case in which the person has no prior offenses within seven ~~((7))~~ years, order an additional ~~((twenty-four-))~~ 24~~((3))~~ hours of imprisonment to be served consecutively for each passenger under the age of 16, and a fine of not less than ~~((One Thousand Dollars-))~~ \$1,000~~((3))~~ and not more than ~~((Five~~

~~Thousand Dollars - )~~)\$5,000((+)) for each passenger under the age of 16. One Thousand Dollars (~~(((\$1,000)))~~) of the fine for each passenger under the age of 16 may not be suspended unless the court finds the ~~((person))~~ offender to be indigent;

3. ~~((in))~~ In any case in which the person has one ~~((+))~~ prior offense within seven ~~((7))~~ years, order an additional five ~~((5))~~ days of imprisonment to be served consecutively for each passenger under the age of 16, and a fine of not less than ~~((Two Thousand Dollars - )~~)\$2,000((+)) and not more than ~~((Five Thousand Dollars - )~~)\$5,000((+)) for each passenger under the age of 16. ~~((One Thousand Dollars - )~~)\$1,000((+)) of the fine for each passenger under the age of 16 may not be suspended unless the court finds the ~~((person))~~ offender to be indigent;

4. ~~((in))~~ In any case in which the person has two ~~((2))~~ or more prior offenses within seven ~~((7))~~ years, order an additional ten ~~((10))~~ days of imprisonment to be served consecutively for each passenger under the age of 16, and a fine of not less than ~~((Three Thousand Dollars - )~~)\$3,000((+)) and not more than ~~((Ten Thousand Dollars - )~~)\$10,000((+)) for each passenger under the age of 16. ~~((One Thousand Dollars - )~~)\$1,000((+)) of the fine for each passenger under the age of 16 may not be suspended unless the court finds the ~~((person))~~ offender to be indigent.

\* \* \*

G. Unless the judge finds the ~~((person))~~ offender to be indigent, the mandatory minimum fine ~~((shall))~~ may not be suspended. The mandatory minimum jail sentence imposed under subsection 11.56.025.A.1 or subsection 11.56.025.A.2 may not be suspended. ~~((Neither the))~~ The mandatory minimum jail sentence ~~((nor))~~ and the mandatory minimum period of electronic home monitoring ~~((shall))~~ imposed under subsection 11.56.025.B.1, subsection 11.56.025.B.2, subsection 11.56.025.C.1, or subsection 11.56.025.C.2 may not be suspended or converted unless the offender shows and the judge finds that the imposition of this sentence will pose a substantial risk to the ~~((defendant's))~~ offender's physical or mental well-being. Whenever the mandatory minimum sentence is suspended or converted, the judge must state, in writing, the reason for granting the

suspension or conversion and the facts upon which the suspension or conversion is based. Whenever the court sentences an offender to a period of electronic home monitoring, the court may also require the offender's home electronic monitoring device (~~((or other separate alcohol monitoring device))~~) to include an alcohol detection breathalyzer or other separate alcohol monitoring device and may restrict the amount of alcohol the offender may consume during the period of electronic home monitoring. The cost of electronic home monitoring shall be paid for by the offender and determined by the City. In exercising its discretion is setting penalties within the limits allowed by this (~~((section))~~) Section 11.56.025, the court shall particularly consider whether the person's driving at the time of the offense was responsible for injury or damage to another or another's property, (~~((whether the person's license, permit or privilege to drive was suspended, revoked, denied or in probationary status at the time of the offense, whether the person was in compliance with Section 11.20.340 at the time of the offense and))~~) whether the person was driving or in actual physical control of a vehicle with one (~~((1))~~) or more passengers at the time of the offense, whether the (~~((driver))~~) person was driving in the opposite direction of the normal flow of traffic on a multiple lane highway, as defined by RCW 46.04.350, with a posted speed limit of (~~((forty-five (45))~~) 45(~~((3))~~) miles per hour or greater(~~((3))~~) , and whether a child passenger under the age of (~~((sixteen (16))~~) 16(~~((3))~~) was an occupant in the (~~((driver's))~~) person's vehicle.

H. A person convicted of a violation of (~~((Subsection))~~) subsection 11.56.020.A or subsection 11.56.020.B (~~((of this section))~~) is subject to the (~~((alcohol))~~) substance use disorder assessment and treatment provisions of RCW 46.61.5056.

\* \* \*

Section 22. Section 11.56.050 of the Seattle Municipal Code, enacted by Ordinance 125253, is amended as follows:

**11.56.050 Emergency response caused by person's intoxication-Recovery of costs from convicted person**

A. A person whose intoxication causes an incident resulting in an appropriate emergency response, and who, in connection with the incident, has been found guilty of or has had their prosecution deferred for driving



while under the influence of intoxicating liquor or any drug under Section 11.56.020, physical control of a motor vehicle while under the influence of intoxicating liquor or any drug under Section 11.56.020, or operating a vessel while under the influence of alcohol or drugs under Section 16.20.110 is liable for the expense of an emergency response by a public agency to the incident.

B. The expense of an emergency response is a charge against the person liable for expenses under this Section 11.56.050. The charge constitutes a debt of that person and is collectible by the public agency incurring those costs in the same manner as in the case of an obligation under a contract, expressed or implied. Following a conviction of an offense listed in subsection 11.56.050.A, and prior to sentencing, the prosecution may present to the court information setting forth the expenses incurred by the public agency for its emergency response to the incident. Upon a finding by the court that the expenses are reasonable, the court shall order the defendant to reimburse the public agency. The cost reimbursement shall be included in the sentencing order as an additional monetary obligation of the defendant and may not be substituted for any other fine or cost required or allowed by ordinance or statute. The court may establish a payment schedule for the payment of the cost reimbursement, separate from any payment schedule imposed for other fines and costs. All payments for the cost reimbursement must be remitted directly to the public agency or agencies that incurred the cost associated with the emergency response.

\* \* \*

Section 23. Section 11.56.120 of the Seattle Municipal Code, last amended by Ordinance 115757, is amended as follows:

**11.56.120 Reckless driving((:))**

\* \* \*

D. A person convicted of reckless driving who has one or more prior offenses as defined in RCW 46.61.5055 within seven years shall be required, under RCW 46.20.720, to install an ignition interlock device on all vehicles operated by the person if the conviction is the result of a charge that was originally filed as a

violation of subsection 11.56.020.A or 11.56.020.B.

Section 24. Section 11.56.350 of the Seattle Municipal Code, last amended by Ordinance 124950, is amended as follows:

**11.56.350 Operation of motor vehicle without required ignition interlock or other biological or technical device**

A. No person whose driving record includes a notation, pursuant to RCW 46.20.740, that the person may operate only a motor vehicle equipped with ~~((an))~~ a functioning ignition interlock device shall operate a motor vehicle that is not so equipped, unless the notation resulted from a restriction imposed as a condition of release and the restriction has been released by the court prior to driving. Violation of this ~~((Section))~~ subsection 11.56.350.A is a gross misdemeanor.

B. Any time a person is convicted under subsection 11.56.350.A, the court shall immediately notify the Washington Department of Licensing for purposes of RCW 46.20.720(3)(e).

C. Any sentence imposed for a violation of ~~((Subsection))~~ subsection 11.56.350.A shall be served consecutively with any sentence imposed under ~~((Subsection))~~ subsection 11.56.020.A, ~~((Subsection))~~ subsection 11.56.020.B, ~~((Subsection))~~ subsection 11.56.025, or Section 11.56.355. ~~((RCW 46.20.740))~~

Section 25. Section 11.56.355 of the Seattle Municipal Code, last amended by Ordinance 124950, is amended as follows:

**11.56.355 Tampering with or assisting another in circumventing an ignition interlock device**

A. No person who is restricted to the use of a vehicle equipped with an ignition interlock device shall:

1. ~~((tamper))~~ Tamper with the device or any components of the device, or otherwise interfere with the proper functionality of the device, by modifying, detaching, disconnecting, or otherwise disabling it to allow the restricted driver to operate the vehicle;

2. ~~((use))~~ Use or request another person to use a filter or other device to circumvent the ignition interlock or to start or operate the vehicle to allow the restricted driver to operate the vehicle;

3. ~~((have))~~ Have, direct, authorize, or request another person to tamper with the device or any components of the device, or otherwise interfere with the proper functionality of the device, by modifying, detaching, disconnecting, or otherwise disabling it to allow the restricted driver to operate the vehicle; or

4. ~~((have))~~ Have, allow, direct, authorize, or request another person to blow or otherwise exhale into the device in order to circumvent the device to allow the restricted driver to operate the vehicle.

B. No person shall knowingly assist another person who is restricted to the use of a vehicle equipped with an ignition interlock device to circumvent the device or any components of the device, or otherwise interfere with the proper functionality of the device, or to start and operate such a vehicle ~~((regarding such device))~~.

\* \* \*

F. Any time a person is convicted under subsection 11.56.355.A, the court shall immediately notify the Washington Department of Licensing for purposes of RCW 46.20.720(3)(e).

G. Any sentence imposed for a violation of ~~((Subsection))~~ subsection 11.56.355.A shall be served consecutively with any sentence imposed under ~~((Subsection))~~ subsection 11.56.020.A, ~~((Subsection))~~ subsection 11.56.020.B, Section 11.56.025, or Section 11.56.350. ~~((RCW 46.20.750))~~

Section 26. Section 11.58.005 of the Seattle Municipal Code, last amended by Ordinance 124302, is amended as follows:

**11.58.005 Operating motor vehicle in a negligent manner-Penalty~~((:))~~**

A.

1. A person is guilty of negligent driving in the first degree if he or she operates a motor vehicle in a manner that is both negligent and endangers or is likely to endanger any person or property, and exhibits the effects of having consumed liquor, marijuana, or any drug or exhibits the effects of having inhaled or ingested any chemical, whether or not a legal substance, for its intoxicating or hallucinatory effects.

2. It is an affirmative defense to negligent driving in the first degree by means of exhibiting the

effects of having consumed any drug, that must be proved by the defendant by a preponderance of the evidence, that the driver has a valid prescription for the drug consumed and has been consuming it according to the prescription directions and warnings.

3. Negligent driving in the first degree is a misdemeanor.

4. A person convicted of negligent driving in the first degree who has one or more prior offenses as defined in RCW 46.61.5055 within seven years shall be required, under RCW 46.20.720, to install an ignition interlock device on all vehicles operated by the person.

\* \* \*

C.

1. A person commits negligent driving in the second degree with a vulnerable user victim if, under circumstances not constituting negligent driving in the first degree, he or she operates a vehicle, as defined in Section 11.14.710, in a manner that is both negligent and endangers or is likely to endanger any person or property, and he or she proximately causes the death, great bodily harm, or substantial bodily harm of a vulnerable user of a public way.

2. Negligent driving in the second degree with a vulnerable user victim is a traffic infraction and is subject to the penalties provided by ~~((Washington Laws of 2011, chapter 372, section 1))~~ RCW 46.61.526.

D. For the purposes of this ~~((section))~~ Section 11.58.005:

1. "Negligent" means the failure to exercise ordinary care, and is the doing of some act that a reasonably careful person would not do under the same or similar circumstances or the failure to do something that a reasonably careful person would do under the same or similar circumstances.

2. "Exhibiting the effects of having consumed liquor, marijuana or any drug" means that the person has the odor of liquor, marijuana, or any drug on his or her breath, or that by speech, manner, appearance, behavior, lack of coordination, or otherwise exhibits that he or she has consumed liquor, marijuana, or any drug, and either:

a. Is in possession of or in close proximity to a container that has or recently had liquor, marijuana, or any drug in it; or

b. Is shown by other evidence to have recently consumed liquor, marijuana, or any drug.

3. "Exhibiting the effects of having inhaled or ingested any chemical, whether or not a legal substance, for its intoxicating or hallucinatory effects" means that a person by speech, manner, appearance, behavior, or lack of coordination or otherwise exhibits that he or she has inhaled or ingested a chemical and either:

a. Is in possession of the canister or container from which the chemical came; or

b. Is shown by other evidence to have recently inhaled or ingested a chemical for its intoxicating or hallucinatory effects.

4. "Great bodily harm" and "substantial bodily harm" have the same meaning as provided in RCW 9A.04.110.

~~((5. "Vulnerable user of a public way" means a pedestrian, a person riding an animal or a person operating any of the following on a public way: a farm tractor or implement of husbandry, without an enclosed shell, a bicycle, an electric-assisted bicycle, an electric personal assistive mobility device, a moped, a motor-driven cycle, a motorized foot scooter or a motorcycle.))~~

\* \* \*

Section 27. Section 11.58.195 of the Seattle Municipal Code, last amended by Ordinance 122742, is amended as follows:

**11.58.195 Child passenger restraint required((:))**

A. Whenever a child who is less than ~~((sixteen-))16((:))~~ years of age is being transported in a motor vehicle that is in operation and that is required by RCW 46.37.510 to be equipped with a safety belt system in a passenger seating position, or is being transported in a neighborhood electric vehicle that is in operation, the driver of the vehicle shall keep the child properly restrained as follows:

1. ~~((A child must be restrained in a child restraint system, if the passenger seating position equipped with a safety belt system allows sufficient space for installation, until the child is eight (8) years old, unless the child is four feet nine inches (4' 9") or taller. The child restraint system must comply with standards of the United States department of transportation and must be secured in the vehicle in accordance with instructions of the vehicle manufacturer and the child restraint system manufacturer.~~

2. ~~A child who is eight (8) years of age or older or four feet nine inches (4' 9") or taller shall be properly restrained with the motor vehicle's safety belt properly adjusted and fastened around the child's body or an appropriately fitting child restraint system.~~

3.)) A child under the age of two years must be properly secured in a child restraint system that is rear-facing until the child reaches the weight or height limit of the child restraint system as set by the manufacturer. A child may continue to be properly secured in a child restraint system that is rear-facing until the child reaches the weight or height limit of the child restraint system as set by the manufacturer, as recommended by the American Academy of Pediatrics.

2. A child who is not properly secured in a rear-facing child restraint system in accordance with subsection 11.58.195.A.1 and who is under the age of four years must be properly secured in a child restraint system that is forward-facing and has a harness until the child reaches the weight or height limit of the child restraint system as set by the manufacturer. A child may continue to be properly secured in a child restraint system that is forward-facing and has a harness until the child reaches the weight or height limit of the child restraint system as set by the manufacturer, as recommended by the American Academy of Pediatrics.

3. A child who is not properly secured in a child restraint system in accordance with section 11.58.195.A.1 or 11.58.195.A.2 and who is under 4 feet 9 inches tall must be properly secured in a child booster seat. A child may continue to be properly secured in a child booster seat until the vehicle lap and shoulder seat belts fit properly, typically when the child is between the ages of eight and 12 years of age, as recommended by the American Academy of Pediatrics, or must be properly secured with the motor vehicle's

safety belt properly adjusted and fastened around the child's body.

4. The child restraint system used must comply with standards of the United States Department of Transportation and must be secured in the vehicle in accordance with instructions of the vehicle manufacturer and the child restraint system manufacturer.

5. The child booster seat used must comply with standards of the United States Department of Transportation and must be secured in the vehicle in accordance with instructions of the vehicle manufacturer and the child booster seat manufacturer to position a child to sit properly in a federally approved safety seat belt system.

6. The driver of a vehicle transporting a child who is under ~~((thirteen-))~~13((~~13~~)) years old shall transport the child in the back seat positions in the vehicle where it is practical to do so.

B. Enforcement of subsection ~~((A of this section))~~ 11.58.195.A is subject to a visual inspection by law enforcement to determine if the child restraint system in use is appropriate for the child's individual height, weight, and age. The visual inspection for usage of a child restraint system must ensure that the child restraint system is being used in accordance with the instruction of the vehicle and the child restraint system manufacturers. ~~((The driver of a vehicle transporting a child who is under thirteen (13) years old shall transport the child in the back seat positions in the vehicle where it is practical to do so.))~~

C. A person violating subsection ~~((A of this section))~~ 11.58.195.A may be issued a notice of traffic infraction under Chapter 11.31. If the person to whom the notice was issued presents proof of acquisition of an approved child ~~((passenger))~~ restraint system or a child booster seat, as appropriate, within seven ~~((7))~~ days to the court and the person has not previously had a violation of this section or RCW 46.61.687 dismissed, the notice of traffic infraction shall be dismissed.

\* \* \*

E. This ~~((section))~~ Section 11.58.195 does not apply to for hire vehicles, vehicles designed to transport ~~((sixteen-))~~16((~~16~~)) or fewer passengers, including the driver, operated by auto transportation companies, as

defined in RCW 81.68.010, vehicles providing customer shuttle service between parking, convention, and hotel facilities, and airport terminals, or school buses.

F. As used in this ~~((section, “child))~~ Section 11.58.195:

1. “Child booster seat” is a type of child restraint system; a backless child restraint system or a belt positioning system is a child booster seat provided it meets the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. Sec. 571.213.

2. “Child restraint system” means a child passenger restraint system that meets the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. Sec. 571.213.

G. The requirements of subsection ~~((A of this section))~~ 11.58.195.A.3 do not apply in any seating position where there is only a lap belt available ~~((and the child weighs more than forty (40) pounds)). ((RCW 46.61.687)))~~

Section 28. Section 11.58.230 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.58.230 Emerging from alley, driveway, private property, or building~~((:))~~**

A. Except as directed otherwise by official traffic-control devices, the driver of a vehicle emerging from any alley, driveway, private property, or building shall stop such vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extending across any alley or driveway, or onto a public path, and shall yield the right-of-way to any pedestrian or bicyclist as may be necessary to avoid collision, and upon entering the roadway of a street shall yield the right-of-way to all vehicles approaching on the roadway. ~~((RCW 46.61.365))~~  
))

B. When the right-of-way has not been yielded in accordance with subsection 11.58.230.A to a vehicle that is a vulnerable user of a public way, a driver of a motor vehicle found to be in violation of subsection 11.58.230.A must be assessed an additional fine equal to the base penalty assessed under Section 11.31.120. This fine may not be waived, reduced, or suspended, unless the court finds the offender to be indigent, and shall



be collected by the clerk of the court and transmitted to the state for deposit into the vulnerable roadway user education account created in RCW 46.61.145.

Section 29. Section 11.70.060 of the Seattle Municipal Code, enacted by Ordinance 108200, is amended as follows:

**11.70.060 Parallel parking-One ((H)) way street((-))**

No person shall stop, stand, or park a vehicle upon the left-hand side of a one ((H)) way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the wheels on the left side of the vehicle within ((twelve)) 12 inches ((H2")) of the left constructed curb or with the wheels on the left side of the vehicle on a shoulder as provided in Section 11.70.080, except as otherwise provided in this ((chapter)) Chapter 11.70. ((RCW 46.61.575(2))) This Section 11.70.060 does not apply to the parking of motorcycles.

Section 30. A new Section 11.70.070 is added to the Seattle Municipal Code as follows:

**11.70.070 Motorcycle parking**

A. Every motorcycle stopped or parked on a one way or two way street shall be so stopped or parked parallel or at an angle to the curb or edge of the highway with at least one wheel or fender within 12 inches of the curb nearest to which the motorcycle is parked or as close as practicable to the edge of the shoulder nearest to which the motorcycle is parked. A motorcycle may not be parked in such a manner that it extends into the roadway.

B. More than one motorcycle may occupy a parking space, provided that the parked motorcycles occupying the parking space do not exceed the boundaries of that parking space.

C. All motor vehicle parking laws and penalties for the unlawful parking of a motor vehicle apply to each motorcycle parked in a parking space when multiple motorcycles are parked in that space to the same extent that motor vehicle parking laws apply to a single motor vehicle when it is the sole motor vehicle parked in a parking space. When proof of payment is required to be displayed by each motor vehicle parking at a

location, all motorcycles must display such proof of payment, even if more than one motorcycle is parked in the same parking space. However, parking spaces that are metered by the space may not require payment multiple times for the use of a single parking space by multiple motorcycles during the same period of time.

Section 31. Section 11.82.520 of the Seattle Municipal Code, last amended by Ordinance 122742, is amended as follows:

**11.82.520 Red lights on emergency vehicles, school buses, private carrier buses, police vehicles-Sirens on emergency vehicles-Driver's duty to yield and stop((-))**

\* \* \*

B. Every school bus and private carrier bus shall, in addition to any other equipment and distinctive markings required by this ~~((chapter))~~ Chapter 11.82, be equipped with a stop signal upon a background not less than ~~((fourteen-))14((9))~~ inches by ~~((eighteen))~~ 18 inches ~~((18"))~~ displaying the word "stop" in letters of distinctly contrasting colors not less than ~~((eight))~~ 5 9/10 inches ~~((8"))~~ high. Every school bus and private carrier bus shall further be equipped with signal lamps mounted as high and as widely spaced laterally as practicable, which shall be capable of displaying to the front two ~~((2))~~ alternately flashing red lights located at the same level and to the rear two ~~((2))~~ alternately flashing red lights located at the same level and these lights shall have sufficient intensity to be visible at ~~((five hundred))~~ 500 feet ~~((500'))~~ in normal sunlight.

\* \* \*

Section 32. Section 11.84.440 of the Seattle Municipal Code, last amended by Ordinance 123632, is amended as follows:

**11.84.440 ~~((Television viewers-))~~ Earphones((-))**

A. ~~((No person shall drive any motor vehicle equipped with any television viewer, screen or other means of visually receiving a television broadcast when the moving images are visible to the driver while operating the motor vehicle on a public road, except for live video of the motor vehicle backing up. This subsection does not apply to law enforcement vehicles communicating with mobile computer networks.~~

~~B.))~~ No person shall operate any motor vehicle on a public highway while wearing any headset or earphones connected to any electronic device capable of receiving a radio broadcast or playing a sound recording for the purpose of transmitting a sound to the human auditory senses and which headset or earphones muffle or exclude other sounds. This subsection 11.84.440.A does not apply to students and instructors participating in a Washington state motorcycle safety program.

~~((C.))~~ B. This ~~((section))~~ Section 11.84.440 does not apply to authorized emergency vehicles, motorcyclists wearing a helmet with built-in headsets or earphones as approved by the Washington state patrol, or motorists using hands-free, wireless communications systems, as approved by the equipment section of the Washington state patrol. ~~((RCW 46.37.480)))~~

Section 33. 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.

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Monica Martinez Simmons, City Clerk

(Seal)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	X4-8147	N/A

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE relating to the City's traffic code; conforming the Seattle Municipal Code with changes in state law; amending Sections 11.14.055, 11.20.040, 11.20.230, 11.30.040, 11.31.120, 11.34.020, 11.40.240, 11.44.020, 11.44.040, 11.50.320, 11.50.340, 11.53.100, 11.53.120, 11.53.140, 11.53.200, 11.53.205, 11.55.010, 11.55.080, 11.56.025, 11.56.050, 11.56.120, 11.56.350, 11.56.355, 11.58.005, 11.58.195, 11.58.230, 11.70.060, 11.82.520, and 11.84.440 of the Seattle Municipal Code; and adding new Sections 11.14.097, 11.14.712, and 11.70.070 to the Seattle Municipal Code.

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

The traffic ordinance is designed to ensure that Seattle's traffic code matches state law, which requires that traffic laws be uniform throughout the state and prohibits a local authority from enacting or enforcing any ordinance in conflict with the provisions of state traffic laws. It is discretionary with the Council only to the extent that nobody can force the Council to enact legislation.

Specifically, the ordinance:

- Expands the definition of "bicycle" to include 3-wheeled bicycles with tires that are 20 inches in diameter;
- Adds a definition of "circular intersection," better known as traffic circles;
- Increases the monetary penalty for driving a motorcycle without a driver's license, failing to yield, following too closely to or improperly overtaking a bicyclist or pedestrian, and improperly overtaking a motorcyclist, the latter three of which penalties are waivable;
- Requires a person convicted of a Negligent Driving 1<sup>st</sup> degree and Reckless Driving who has a prior conviction for an alcohol-related driving offense within 7 years to apply for an ignition interlock driver's license and to drive a car only with an ignition interlock device (IID), which prevents starting or driving a car when the driver has an alcohol concentration of 0.02 or more;
- Authorizes impounding a car of a driver who is required to have an IID but is driving without an IID;
- Imposes an additional \$20 non-waivable and \$20 waivable monetary penalty for traffic infractions and an additional \$50 waivable monetary penalty for driving crimes;

- Clarifies a rule for walking in the street and overtaking a pedestrian or bicyclist;
- Authorizes a bicyclist to ignore stop signs and lane requirements;
- Authorizes a commercial vehicle to drive outside its lane;
- Changes some of the penalties for Driving Under the Influence (DUI) and Physical Control.
  - For a defendant convicted of a 2<sup>nd</sup> or 3<sup>rd</sup> offense, the option in lieu of the mandatory minimum jail + electronic home monitoring no longer need include jail time;
  - The additional IID penalty for having a child younger than 16 years of age in the car is increased; and
  - The mandatory minimum jail for a 1<sup>st</sup> time offense may not be suspended;
- Expands the obligation to pay the costs of an emergency response to include the crime of Physical Control;
- Expands the crime of Tampering with an IID to include tampering with any of the components of the device or interfering with the functionality of the IID;
- Modifies the requirements for utilizing a child passenger seat;
- Authorizes motorcyclists to parallel park and to park multiple motorcycles in 1 parking space;
- Reduces the size of a school bus “stop” sign; and
- Authorizes drivers to watch television while driving.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? \_\_\_ Yes \_\_\_X\_\_\_ No

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

Is there financial cost or other impacts of *not* implementing the legislation? No.

## 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department? This legislation would impact the Seattle Police Department and Municipal Court.
- 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 does not appear to have any RSJI implications or impact any vulnerable or historically disadvantaged community.
- 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).** This legislation does not include a new initiative or major programmatic expansion.



Legislation Text

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**File #:** Res 32032, **Version:** 1

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**CITY OF SEATTLE**

**RESOLUTION \_\_\_\_\_**

A RESOLUTION setting forth The City of Seattle's 2022 State Legislative Agenda.

WHEREAS, the City of Seattle's Legislative Agenda is developed annually with input from our City

departments, elected officials, Seattle state legislative delegation, regional governmental agencies,

statewide interest groups, and advocates; and

WHEREAS, the City, in cooperation with these entities, will advocate to the Legislature for items included in

the Legislative Agenda; and

WHEREAS, the 2022 legislative session will last 60 days and will likely result in the adoption of operating,

capital, and transportation budgets, as well as changes to state policy; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR**

**CONCURRING, THAT:**

Section 1. Issues in the City of Seattle 2022 State Legislative Agenda are an accurate, though not exhaustive, list of City interests and priorities for the 2022 state legislative session.

Section 2. The City of Seattle 2022 State Legislative Agenda attached to this resolution as Exhibit 1 is adopted.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

Exhibits:

Exhibit 1 - City of Seattle 2022 Legislative Agenda

**The City of Seattle is committed to being a safe, vibrant, interconnected, and affordable city for all. To achieve these goals, Seattle has identified the following priorities for the 2022 legislative session:**

The City of Seattle supports policies that center the experiences of Black, Indigenous, and other people of color (BIPOC). We recognize that historically, government policies have created racist institutions and been used to uphold systems of oppression. As a City, we support changes to policies that right those wrongs. The City of Seattle supports efforts to become a government that values and prioritizes Black and Brown lives. Further, Seattle is a Welcoming City and we support policies that work to ensure immigrants and refugees feel welcome and have access to programs and services that meet critical needs. We support policies that invest in Black and Brown communities, put communities first and help build a city that works for all.

**A Safe City – one that ensures all residents can live safely and securely**

The City of Seattle, like jurisdictions across the nation, continues to grapple with the COVID-19 crisis and its multitude of impacts. The pandemic impacts every aspect of City services and the lives of our residents and is exacerbating existing inequalities in our society. The City of Seattle supports legislation that will allow our city not only to recover but become more equitable after the pandemic. We support increased support for our frontline workers, including PPE, testing, vaccines and public health services. We strongly support new programs to address the impacts of the pandemic on housing affordability and homelessness including rental and foreclosure assistance, utility customer assistance, and a moratorium on evictions through the crisis. We support new programs for people living homeless to increase their access to health and hygiene services, PPE and testing, and non-congregate shelter and affordable housing. We support safety net programs that will help those hardest hit by the pandemic including food assistance and access to unemployment insurance. We also support legislation that supports small businesses, including ensuring business interruption insurance includes COVID as a qualify event. We support equitable access to vaccines for all.

The City of Seattle supports efforts to increase accountability and transparency in law enforcement. We support legislation that enhances the authority of police chiefs to discipline officers that violate professional standards and public trust, and the ability to sustain those decisions, including the ability to lay off officers on the Brady list. We support ending qualified immunity.

We support prohibiting collective bargaining between law enforcement agencies and officers on topics related to disciplinary action, appeals of discipline, subpoena authority, and any state reforms related to law enforcement. We support the State requiring the types of police reforms that would free local jurisdictions from having to negotiate and pay for reforms with additional compensation, including body worn cameras. We support reform of civil service hearings and arbitration in law enforcement officer discipline cases. The City of Seattle also supports removing private arbitration as a route of appeal in law enforcement discipline cases.

We support state action to clarify the standards for police use of force, including when police

intervene in situations where individuals are experiencing a behavioral health crisis. We also support independent prosecutions of deadly use of force to ensure a fair and impartial assessment can be reached. We support legislation to enable law enforcement, fire departments and other public agencies to build departments more reflective of the communities they protect by extending employment opportunities to legally permanent residents and recipients of Deferred Action for Childhood Arrivals and Temporary Protected Status. We support expansion of and funding for de-escalation, implicit bias, and other critical training for law enforcement officers to respond appropriately and equitably, and increasing the flexibility for local jurisdictions to allow civilian personnel to respond to 911 calls and low level criminal calls, as in the CAHOOTS program.

The City supports legislation that would eliminate or at least significantly reduce the involvement of county and city law enforcement officials in immigration law enforcement. In particular, the City supports legislation that would restrict local jurisdictions from honoring U.S. Immigration and Customs Enforcement (ICE) detainers unless they are supported by a federal criminal warrant. We support the state setting a clear, statewide standard for these restrictions. The City of Seattle supports providing essential legal services and community navigation to indigent immigrant and refugee residents.

We believe every person has the right to live, work, and learn free from discrimination. We support efforts to achieve equity and advance opportunity, including actions that promote racial equity in education, community development, contracting, criminal justice, health, housing, jobs and the environment.

We support gender equity, age-friendly and family-friendly workplace policies, such as paycheck fairness and affordable childcare, so that all people regardless of age or gender thrive economically, and are safe and healthy. We support extending the state's labor protections to all workers – including workers in the emerging economies. We support local governments' ability to adopt standards to protect the health, safety, and well-being of their residents, to adopt tax measures that do not unfairly burden those in need, and to adopt tax measures that promote or expand public safety issues. We support legislation adding the City's Office of the Employee Ombud to the list of entities exempted from the requirements of the Public Records Act in order to ensure employees facing workplace disputes have a safe and confidential mediator available to them. We oppose preemption of local regulations, including but not limited to regulations protecting tenants and achieving housing affordability.

We support strong civil rights protections for all and efforts to protect the rights, programs, and services provided to immigrants, regardless of their immigration status, and refugees. We recognize the importance of language access and will continue to promote policies and practices to support all users of municipal and state services. We support increased access to naturalization supports including full funding and expansion of the WA New Americans program to ensure any lawful permanent resident (LPR) who is eligible is able to receive their naturalization. We support the expansion or establishment of an unemployment insurance program that serves undocumented individuals. We support expanded access to economic opportunity and intentional career pathways for all skill sets including returning professionals, skilled professions and entry level living wage jobs. We support reducing regulatory barriers to money transmitters, many of whom serve immigrants and communities of color.

We support policies and programs that remove barriers and create opportunities for greater civic engagement, transparency, and access; and assess the impacts of those policies on racial and gender equity. We support increased opportunities for civic engagement, including the authority for ranked-choice voting.

We support economic justice and recognize that too often economic growth is not equitably shared by all, and can leave behind low-income residents, immigrants, the LGBTQ population, and people of color. We are proud of Seattle's commitment to improving workers' lives through equitable labor standards and want to ensure that state legislation complements but does not preempt our workplace protections. We need innovative strategies to ensure that the benefits of technology and the changing nature of work do not adversely impact systemically disadvantaged communities. Seattle supports policies that help workers who are misclassified as independent contractors gain access to critical workplace rights and protections, including a statewide Domestic Workers bill of rights, and legislation that simplifies the misclassification test and resolves ambiguity in favor of employment status. We also support policies that make benefits portable, especially for gig economy workers. We are supportive of the adoption of statewide secure scheduling legislation to provide employees with predictable schedules and compensation for schedule changes to support employees' economic stability especially in the case of rural communities for which these disruptions and inequalities fall heaviest on people of color. We are supportive of legislation that authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and government for labor law violations. We support efforts to end the use of credit scores when determining how much people pay for insurance products.

We support common sense, responsible solutions to reduce gun violence, including efforts to limit high-capacity magazines, rejecting intimidation by limiting open carry of firearms in politically charged and contentious environments. We believe in maintaining funding for critical gun violence prevention research and intervention projects and that local governments should have the ability to regulate firearms or weapons to ensure the safety of their communities in accordance with local circumstances.

We support funding programs and policy changes that help previously incarcerated individuals successfully transition back into society, including providing increased employment and housing opportunities for previously incarcerated individuals to reduce recidivism and increase public safety. The City supports efforts to reform the criminal justice system, including but not limited to decreasing mass incarceration and supervision, decreasing racial disproportionality, making the system more equitable, and ending the death penalty. We support legislation to reduce the impact of economic disparity by de-linking drivers' license suspensions from non-payment of traffic fines, and moving to an income-based fine schedule. The City supports providing low-income Washington residents with relief from Legal Financial Obligations (LFOs). The City supports efforts to explore alternatives to incarceration and evidence-based programs that emphasize early intervention, particularly for youth. We support including consideration of youthfulness in sentencing, raising the age of juvenile court jurisdiction, removing juvenile felonies from consideration in adult sentencing, and ending the harmful youth sex offender registry. We further support expanding access to sentencing review for those who were under 18 and tried as an adult

when the crime was committed.

We support legislation to clarify the process for evaluating and considering civil commitment petitions for defendants charged with misdemeanors in Seattle whose cases are dismissed for incompetency to stand trial. We support additional funding to ensure that there are sufficient facilities to care for individuals in need of mental health evaluations and services, and funding for the recruitment and retention of high-quality mental health care providers. The City also supports increased funding for treatment and evaluation of substance use disorders, including opiates, methamphetamines, and other substances harming our residents and communities. We recognize a full continuum of behavioral health services is needed in our community to support people with behavioral health conditions, including mobile crisis response teams and a culturally responsive and fully funded 988 crisis line. We urge the state to invest in community-based behavioral health agencies and permanent supportive housing in addition to inpatient treatment settings.

We support efforts to increase the Medicaid reimbursement rate for ambulance transports for vulnerable Medicaid eligible populations and by instituting a quality assurance fee eligible for a federal funding match. We also support a general Medicaid increase for ambulance services.

We support legislation that clarifies and strengthens state driving under the influence (DUI) laws, including clarifying the law regarding physical control of a motor vehicle under the influence and strengthening laws regarding drug related DUIs. We also support ensuring victims of sexual assault have access to community advocates, increasing data collection and assessment of how our systems are serving victims and support continued funding for the state patrol crime lab to process sexual assault evidence kits while ensuring that these funding sources are not burdensome or punitive to survivors. We support a funding increase for services to crime victims, to ensure there are not cuts to local programs and services. The City supports statewide standards for the handling, storage and destruction of these kits to ensure they are available to help solve cold cases. We support training and supports for sexual assault nurses.

The City of Seattle supports efforts to reduce domestic violence and protect survivors, ensure access to legal protection for immigrant survivors of domestic violence, and protect its most vulnerable citizens from abuse. We support legislation that prioritizes victim safety by maintaining funding for advocacy programs and aligning best-practice procedures across all types of protection orders. We support legislation that helps survivors access housing, employment, and other opportunities.

We support vacating convictions of individuals engaged in sex work. The City supports legal, regulatory, and programmatic efforts to protect survivors of human trafficking and close businesses that profit from this crime. We also support strengthening criminal consequences for sexual exploitation and increased supports for victims of human trafficking including expanding ABD and HEN referral eligibility to victims. The City supports review of the sexual assault statute of limitations and the bolstering of laws to protect workers from sexual assault and harassment on the job.

As a state we have legalized the recreational use of cannabis and have built a legal market that ensures access to cannabis for those over the age of 21. Unfortunately, as we have built the legal

market we have not done the necessary work of centering equity and undoing the racist history that the War on Drugs has brought to our Black and brown communities. The City of Seattle believes that public policy work should ensure that those communities disproportionately impacted by cannabis prohibition in the past are able to thrive, both from an ownership and a worker perspective, and we will support efforts to reform our legal market to better reflect our values. We support legislation to remove barriers to entry for marijuana delivery services that will help reduce the impact of marijuana retailers on neighborhoods. We support harmonizing laws prohibiting underage marijuana use with laws prohibiting underage alcohol use. We support expunging all cannabis related felonies and offences to address the disproportionate impact on the Black community. Recognizing the harm that punitive drug policies have had on people of color and low-income communities and the potential medical benefits of entheogens, we support the decriminalization of entheogens at the state level.

The City supports review of regulations surrounding vapor products and legislation that will protect the public from harm or risk related to vapor products.

The City supports legislation to facilitate the establishment of community health engagement locations. We also support additional funding to support and enhance substance use disorder treatment services.

Seattle supports continued high-quality emergency response capabilities to help residents experiencing a fire or medical emergency and support efforts and incentives for property owners to install essential fire safety infrastructure like fire sprinklers. We support proper reimbursement to allow the Seattle Fire Department (SFD) to participate fully in state wildfire response. The City supports the Seattle Fire Department's (SFD) work in providing a fire safe community, especially as it relates to the food truck industry, and ensuring the Fire Department is able to continue their work. We support utilizing the expertise of the State Building Code Council in the development of legislation related to fire codes. We support amending the "Hold Harmless Law" to include protections for Seattle Department of Transportation and SFD representatives when clearing a motor vehicle, cargo, or debris from the roadway; "Hold Harmless" protections have been granted to officers of the Seattle Police Department and Transportation Department employees. We support proper reimbursement to allow SFD to participate fully in state wildfire response.

We support reforms to the Public Records Act that maintain transparency, protect the privacy and safety of vulnerable and protected groups, promote government efficiency and effectiveness, and expand confidentiality protections to local whistleblowers.

We support funding for the Washington Information Network (WIN) 211, which helps the public access essential information and government programs and services after disasters. We also support funding for research that assesses geological hazards and informs the public of their potential impacts on the region.

## **A Vibrant City – one that supports innovation, education, economic development and the environment**

We support maximum funding for early learning, K-12, and higher education. We support

equitable, ample, and sustainable funding for the K-12 education system. We support the use of flexible high school graduation options and requirements that prepare students for a variety of post-secondary options. Seattle supports simplifying the requirements for individuals to become teachers in designated critical shortage areas.

We support increasing school construction capacity and providing flexibility to school districts to use capital construction funding for long-term leases to ensure we have the proper facilities to educate future generations. In addition, we support providing school districts with adequate access to on-site childcare providers; and advancing ongoing and increased support of these providers.

We support programs providing support to students, including support for mental and physical health, and access to healthy food choices during the school day and out of school time to ensure they are ready and able to learn. The City is supportive of the Farm to School program that connects farmers to local schools. We also know that education and learning do not stop when the school day and school year end. We support after-school programs and summer learning accessible for all, as well as a statewide strategy for students experiencing housing instability and homelessness.

The City is supportive of legislative solutions that aim to close the opportunity gap, protect undocumented students, and improve racial equity in the education system. We support a more comprehensive curriculum that includes greater BIPOC perspectives and representation, including a requirement that Black studies and ethnic studies be included as a graduation criteria.

Building on the foundation of high-quality preschool in Seattle, we support additional coordination and funding from the State to continue to move closer toward infant care (birth to three) and preschool for all. We support expanding capacity and infrastructure for infant care, including home-based childcare, and preschool facilities and dual language instruction from early learning to K-12.

We support community colleges, apprenticeship programs, technical colleges, and state universities as they provide access to training and workforce development opportunities that build the workforce needed to address our compounding climate and housing crises and keep our economy thriving – specifically the expansion of the Washington College Grant and the Washington State Opportunity Scholarship. We also support the implementation of the Workforce Innovation and Opportunity Act (WIOA), efforts to expand college and career readiness, support people experiencing homelessness and expansion of the English proficiency training program. We further support the state playing an active role in reducing financial barriers, closing the opportunity gap, and spurring economic activity by providing free tuition at community and technical colleges in Washington. We also support funding strategic plans that address diversity, equity, and inclusion; defining part time pay equity; achieving higher ratios of full time to part time faculty and student to counselors; improving salaries; and getting more funding to hire full time faculty and counselors, in part to address the impacts of increasing access to college.

We support tax increment financing, including new value capture concepts as a tool to encourage economic development and community improvement projects, and also support a set-aside for low-income housing. We support investments in thriving local industries, including arts and

culture, maritime, marine tourism, global health and life sciences research, and clean, renewable energy. We support advancing gender equity and enhancing local revenue by ending the exemption from the admissions tax for men's professional sports.

Seattle support investments and policies that enhance equitable access and promote affordability of technology and technological infrastructure while preserving the City's authority to manage its property and public right-of-way. We support policies and funding that provide greater access and equity for broadband services including subsidies and better tracking of provider data services, and, during this challenging time of the COVID pandemic, including extension of ISP-provided COVID discounts, programs, and shut off prohibitions. New, innovative programs should focus on digital equity and inclusion and target the most underserved residents in our cities.

We support capital funding for infrastructure and public works projects, including support from the State to preserve Seattle's cultural and historical institutions. We support the expansion of capital funding for BIPOC communities and groups that have historically been disenfranchised from accessing such funds as a means of building community wealth and resiliency. We support the expansion of the leasehold excise tax exemption to include facilities/venues that are publicly operated. The City also supports considering the creation of a state investment trust or other funding mechanisms to provide financing for housing development, public works infrastructure, educational infrastructure, student loans, environmental infrastructure and design, and community quality of life projects. We support public banking, efforts to have Washington State create a state-owned public bank and designing such a bank to allow it to meet the City of Seattle's needs for a public depository. The City supports exceptions to regulatory and other state-imposed impediments to public banking, which would improve the financial feasibility of municipally owned public banks. In addition, Seattle supports the ability for municipalities to sustain international diplomacy through the maintenance of a bank account for nonpublic funds.

We support efforts to expand economic development tools, including enhancing business options and opportunities for the nightlife sector as well as clarifying and strengthening legislation that fosters the development of Business Improvement Areas (BIAs). We support promoting and incentivizing historic preservation, building and fire safety, and energy efficiency through direct or indirect assistance to property owners. The City supports Property Assessed Clean Energy and Resiliency loans and other financial mechanisms that can provide options for building owners to invest in making their building less carbon intensive, more energy and water efficient, and resilient. We also support legislation that allows for increased flexibility for cities to manage public works and other projects, and efforts aimed at increasing the participation of women and minority owned businesses (WMBE) in state and local contracting by restoring fair treatment of underserved groups in public employment, education and contracting.

The City of Seattle works to protect existing state and local shared revenues, including liquor revenues and revenue from the sale of marijuana; to preserve all existing local revenue authorities and controls; and to support new local revenue opportunities as well as increased equity in our taxation system.

We support comprehensive tax reform that leads to a more equitable and progressive tax structure and decreases reliance on flat tax sources like sale and property taxes. We support the authority to



reduce Seattle's sales tax rate and have the entire rate be reduced with the reduction going to the taxpayer rather than to the county. This includes support for a statewide capital gains tax and a progressive statewide payroll tax that does not preempt or diminish the City's local authority. Seattle supports a homestead exemption and expanded access to the property tax exemption and deferral programs to promote increased participation by seniors and disabled veterans, and cultural nonprofits through a simplified application process and eligibility criteria tied to varying property values across the state. We support efforts to lower the taxable value of properties impacted by the stay at home order issued in response to the COVID-19 crisis.

Seattle supports policies to fight climate change and support climate adaptation at a scale and timeline commensurate with the crisis and as justice demands. The City's stated goal is to be climate-pollution free by 2030 through policies that limit and reduce climate pollution; increase investments in clean energy, public transit, vehicle, vessel and building electrification; and promote energy efficiency - including robust residential energy codes.

We believe utilities have a role to play in reducing greenhouse gases and maximizing the value of its hydro and renewable energy resources. Seattle supports measures that bolster the authority that public utilities have in incentivizing electrification in the transportation and building sectors. We support measures that reduce the preference for natural gas in the built environment. To assist the City's work to ensure physical ability to secure water supply reliability and resiliency post-earthquakes, and in response to climate change, major water quality risks, and other challenges, we support state assistance to help build and grow resilience. The City supports efforts to enhance financing mechanisms for buildings with unreinforced masonry (URM) that require seismic retrofits.

Seattle supports measures to increase access to renewable energy while maintaining its flexibility and authority to set appropriate rates for its customers and protect ratepayers' interests. Seattle supports the solar production incentives and an increase in the per-utility tax credit cap and expansion of municipal authority to produce green electrolytic hydrogen for internal and external use.

We look forward to working with the Governor and State legislature to create policies that will reflect the true cost of carbon pollution, rapidly reduce climate polluting emissions, and ensure equity for lower-income communities and communities of color to share in the economic opportunities presented by solutions to climate change. We support investments in climate resilient infrastructure, including acceleration of investments in green stormwater infrastructure and stormwater retrofits, multi-benefit flood risk reduction, salmon recovery and working lands protection and enhancement through its Floodplains by Design program.

In order to reduce emissions and noise pollution from diesel auxiliary engines on container ships, passenger ships, and refrigerated-cargo ships while berthing at the Port of Seattle, the City of Seattle supports at-berth regulations that provides vessel fleet operators visiting our port two options to reduce at-berth emissions: 1) turn off auxiliary engines and connect the vessel to some other source of power, most likely grid-based shore power; or 2) use alternative control technology that achieve equivalent emission reductions.

Seattle values the Clean Water Act's mission of protecting the environment and making our waterways safe for protection of public health, fishing, and recreation. We support a new, long-term state funding source for local storm water and solid waste management programs to help improve water quality, waste management, and cleanup of local toxic sites. We support revenue options to fully fund implementation of the Model Toxics Control Act and Remedial Action Grants using the funds for clean-up efforts and protection of the environment. We support efforts to codify many of the recommendations made in the updated Washington State Drought Contingency Plan, including creation of a more certain and stable funding source by establishing a permanent account for Ecology to draw from for drought resiliency, preparedness, and response projects. The City supports alternative water supply development requirements to ensure coordinated planning resulting in preservation of municipal water supplies for future growth. The City supports state assistance to help local governments implement a robust fish barrier removal program that complements that state's efforts to fully remove public fish passage barriers. We support stable funding of the Salmon Recovery Fund and policy changes that will support Chinook salmon restoration in the Puget Sound and increased research and monitoring funding to improve tracking of recovery progress. We support the review of dig law standards while ensuring the protection of utility assets and rate payer affordability.

Seattle supports legislation that will reduce toxic chemicals and other harmful substances in the environment, including regulating lead paint, toxins in children's toys, neonicotinoid pesticides that threaten our food supply by harming bees, building materials, and other and toxic materials in recyclable and compostable products and packaging. We support development of common industry standards for producers of recycled products, funding for recycling facilities, and efforts to ensure responsible product stewardship for products and packaging. We support initiatives to reduce waste and increase composting and other diversion of organic matter from landfill streams. We support efforts to review developing markets for recyclables and to address deficiencies in domestic sorting, processing and remanufacturing capabilities, businesses, and facilities in addition to supporting a requirement for a minimum level of recycled content in certain products to create market forces to provide demand for collected paper and plastic. We support labeling and certification standards for film plastic products and food and beverage products to ensure they are biodegradable, while preserving local governments' authority to enhance such regulations. Washington state has made significant progress on wipe flushability, in line with the International Water Services Flushability Group's utility approved standard for labeling, we continue to support this policy as well as further efforts to help protect our sewer system infrastructure. Seattle supports product stewardship for surplus pharmaceuticals, batteries, carpet, paint, and additions to the products covered by E-Cycle Washington, as well as efforts to provide consumers the ability repair, refurbish, and reuse electronic products. In addition, we support efforts to reduce and redirect food waste, including efforts to address hunger and nutrition issues through food waste reduction planning, and to reduce single-use bottled water usage. We also support legislation that will reduce or eliminate products that can be harmful to our residents, infrastructure, and waterways. The City supports the State phasing out or banning of any remaining sources of the harmful chemical element lead, including from water pipes, aviation fuels, and other sources.

The City supports legislation that would strengthen the Pollution Liability Insurance Agency by supporting revenue options to fully fund the agency and ensure coverage in order to better protect households, particularly those with low and moderate incomes, from high cleanup costs in the

event of an oil tank leak.

Seattle supports local authority to impose development-related impact fees for public safety, affordable housing, transit, public schools, and other necessary facilities and services, and to require appropriate infrastructure, such as open space and sidewalks, associated with new development. We support the expansion of incentive zoning to include provisions that encourage new open space, preserving current open space, creating multi-modal transportation infrastructure, and preserving landmark structures. We support a statewide requirement that racial and social justice be considered in land use and zoning decisions. We support housing policies that discourage exclusionary zoning, encourage inclusionary zoning, and the expansion of housing programs that encourage intergenerational wealth building for historically marginalized communities.

Seattle supports efforts to update state planning regulations to promote growth within urban areas, address the climate crisis through growth management, preserve agricultural and urban forestry space and resources, and incorporate environmental justice into planning efforts, while still examining, reviewing, and mitigating the impacts on the environment. We support efforts to preserve and expand access to parks and green space in urban areas.

We support maintaining Washington's strong payday lending protections for consumers and oppose the creation of new, high-interest lending products. We support creating and enhancing the ability of state and local governments to enforce laws related to discrimination, labor standards, environmental protection and pollution, consumer protection, business practices, and public health.

The City of Seattle supports designating local broadcasters as “first informers” with all the rights and responsibilities that entails. Additionally, we support legislation giving local broadcasters special access to public emergencies, so that real time information in times of crisis (*e.g.*, earthquake, wildfire, and extreme weather) can be provided consistent with Federal Communications Commission broadcast license responsibilities.

We support financial policies that value social justice and consider externalized costs to our residents and environment. We support local options to hold public depositories in credit unions and support the repeal of RCW 39.58.240, which restricts public depositories in credit unions but not in commercial banks.

### **An Interconnected City – one supported by a cohesive and multimodal transportation network**

We support transportation policies and funding proposals that include a significant share of funding for cities to help pay for local maintenance and preservation, the expansion of transit including light rail, active transportation, and other local needs. We support greater flexibility and autonomy for cities in managing their transportation infrastructure and financing. We support expanding local transportation revenue options for local governments, including modifying the City's parking tax authority to allow for more equitable application that includes commercial parking offered for free. We also support raising bid limits and the public works contracting

threshold to be better aligned with today's construction costs, and indexing those limits to the construction cost index.

We support transportation policies that help to address the climate crisis and meet both the City's and the State's greenhouse gas emissions reduction targets and vehicle miles traveled (VMT) reductions, including electric vehicle (EV) charging infrastructure, incentives for EVs and E-bikes, and greater congestion pricing authority as a means of reducing emissions. We are committed to environmental justice in the transportation sector, including the removal of freeways in marginalized communities such as South Park.

We support freight mobility and value the importance of rail to the City, Region, and State economies. We support state investment in the West Seattle Bridge and other key high-capacity, multimodal bridges as critical assets in connecting business across the state with national and international markets, supporting jobs in agriculture, manufacturing, aerospace, and maritime industries. We support efforts to ensure a safe and modern rail and maritime infrastructure, which includes protecting citizens from the hazards posed by oil and coal shipments through our rail corridor and waterways.

We support efforts to improve transportation safety, particularly for vulnerable users such as bicyclists and pedestrians, including increased local authority to designate pedestrian zones and set speed limits. We recognize that a complete sidewalk network connected to reliable, frequent transit is the foundation of a sustainable, accessible and equitable city and therefore support policies that would fund the construction of missing sidewalks and safe and accessible crossings, and ensure these essential transportation facilities are maintained and accessible. We support expanded City authority for automated traffic camera enforcement. We support more robust data collection and transparency on traffic collisions, and an update to official statutes to accurately describe traffic collisions as crashes rather than accidents. We support improved multicultural outreach and educational materials in language to ensure that all communities are able to access our public roadways.

We support the decriminalization of transportation activity to improve safety for travelers and the public. We support ending the use of weaponized enforcement for traffic violations and allowing non-uniformed officers, including those working for a local city department that is not a police department, to perform garage and event management activities. We support a policy that would allow for a single flagger to direct traffic without a traffic or police officer present as part of the traffic control plan approved by the city. We support decriminalizing pedestrian activities such as loitering and jaywalking, which disproportionately impact BIPOC communities. We support setting traffic citation amounts based on income to avoid perpetuating cycles of poverty while ensuring enforcement remains an effective deterrent regardless of an individual's income and providing additional mitigation for marginalized communities.

We support continued efforts to clarify and strengthen regulations of disabled parking placards and plates in order to cut down on fraud and ensure that necessary parking is available for those in need.

We support action to address the theft of catalytic converters, including repealing state's

preemption of the regulation of scrap metal processors.

Seattle supports local control over regulations concerning the gig economy and transportation network companies. In addition, we support modifications to rental car regulations. We support the development of recommendations and possible policies aimed to address the operation of autonomous vehicles on public roadways in the state. We support clarifying regulations related to trucks and other commercial vehicles and adding more resources for commercial vehicle safety enforcement; we also support policies that equitably share the burden of responsibility for safety violations between drivers and equipment owners.

### **An Affordable City – one where housing and services remain affordable and accessible to everyone**

The City of Seattle, like many other cities across the country, is facing a homelessness crisis. Our goal is to make life better, safer, and healthier for unsheltered seniors, families, people with disabilities, and vulnerable individuals. Seattle's needs outweigh current capacity. We support additional tools and funding to address the homelessness crisis, including significantly increasing the document recording fee, increasing density both near transit and otherwise to grow affordable housing and protect our most vulnerable populations, and easing SEPA requirements as they relate to the setup of shelters and encampments.

We strongly support continued state efforts to address the impact of COVID-19 on housing affordability and homelessness. The City of Seattle will work to protect and increase critical funding for affordable housing, human services, public health, and other critical programs. We support new programs to allay the disastrous effects of the pandemic on the housing market, such as rental and foreclosure assistance, utility customer assistance, and a moratorium on evictions through the crisis. Now more than ever, we recognize that public health is an essential service and support additional funding to allow public health to rebuild its statewide infrastructure to combat the virus.

We support raising new state revenue, progressive revenue options for local governments, and removing the 1% limitation on property tax revenue growth from one year to next. We reject austerity measure that harm our small businesses, workforce, and community at large. We also support increasing flexibility for local tools, such as a bondable revenue stream and expansion of the Housing Trust Fund for affordable housing, the expansion of the real estate excise tax, property or other tax exemptions that provide affordable housing benefits and prevent displacement of lower income residents, and expansion of essential human services. Seattle acknowledges the importance of the Housing Trust Fund for extremely low-income housing needs, including preserving subsidized housing, and supports clarification of repayment requirements that ensure project stability. Seattle supports flexible authority to dispose of public surplus property without seeking fair market value to build affordable housing or other uses that would benefit the public. The City of Seattle supports exploring options to stimulate the condo development market while protecting consumers who have purchased condominiums. Seattle supports policies that balance the economic opportunity created by short-term rentals with the need to maintain a supply of long-term housing.

We support additional behavioral health funding to ensure those in crisis, including our students and young people, receive the ongoing care, housing, and services they need. The City supports efforts to protect health care access across all our communities in Washington. We support the state ensuring that there is parity of services for all people seeking medical treatment through the Affordable Care Act and adequate funding for all people to access to reproductive health services. In addition, to ensure quality of care, we support fully funding caseload ratios and staffing levels for Medicaid case management and increasing reimbursement rates. The City also supports efforts to guarantee health care for all and prohibits discrimination against transgender individuals. We support funding for Medicaid long-term services and supports, which serve our elderly and most vulnerable residents, including needed increases in funding for both skilled nursing facilities and home and community based services. Seattle supports ensuring the state's long term care program works for aging Washingtonians and their ability to afford nursing care and other support services.

We support continued and expanded funding for essential safety net programs, including Maternity Support Services, public health, Community Health Clinics, mental health treatment services, Apple Health for Kids, Housing and Essential Needs (HEN), the Aged Blind and Disabled (ABD) Program, the Medical Care Services program, the Senior Services Act programs, immigrant services, State Food Assistance, the WIC Farmer's Market Nutrition Program, Working Connections Childcare, family planning, Nurse Family Partnerships, the Kinship Navigator Program, and Home for Good. We support expanded authority to develop a local health plan to address gaps coverage of Apple and employer health plans.

Seattle supports creating, expanding, and preserving budget appropriation, financing tools, and policies to help ensure housing affordability and stability for tenants, including robust investment in the Housing Trust Fund and acquisition, development, operation, and services of permanent supportive housing. We support the state's Medicaid 1115 Waiver extension and amendment request, which includes the Foundational Community Supports Medicaid benefit. We support allowing medical service providers for low-income people to write a "prescription for a home" for people diagnosed with a behavioral health disease and/or other major disabilities, who are low-income, enrolled in Apple Health and served by a Community Health Clinic, behavioral health center, or other appropriate medical setting. We support access to legal counsel for those facing eviction and the repeal or modification of RCW 35.21.830, to allow local governments to protect tenants from unrestricted rent increases, without causing a negative impact on the quality or quantity of housing supply. Seattle supports incentivizing affordable housing, and supporting homeowners facing foreclosure and tenants facing eviction. We support efforts to expand alternative models of land ownership, such as co-operative ownership, as a means of providing affordable housing alternatives.

For tenants facing eviction, we support a statewide just cause eviction ordinance (JCEO), support the amendment of language in RCW 59.18.220 that limits Seattle's ability to extend our own JCEO to tenants at the end of their lease term. We support adjustments to RCW 59.18.440 to address eligibility barriers to qualify for relocation assistance when renters are displaced by demolition, substantial rehabilitation, or change of use. We support reform of the unlawful detainer (eviction) process as well as giving the courts the ability to stay writs of restitution upon good cause. We support state efforts to make homelessness rare, brief, and one-time, and support utilizing health care reform opportunities to prevent and end homelessness, including a statewide

solution to the benefit gap that impacts households that are reliant on federal disability insurance benefits to access and maintain stable housing.

As the federal government changes the process by which it allocates funds for homelessness programs from formulaic to competitive, we support modifications in state law that will provide us with better tools to compete for federal funds.

We also support preserving and expanding protections for renters, including banning discrimination based on a prior criminal record, and aligning state and federal law to ensure housing access for disabled residents with service animals.

We support providing the public with a full, fair, and transparent accounting of governance while ensuring City business continues on course.

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Venkataraman/4-5382	

*\* 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 setting forth The City of Seattle's 2022 State Legislative Agenda.

**Summary and background of the Legislation:** The resolution adopts the City's State Legislative Agenda, that sets out the list of City interests and priorities for the 2022 state legislative session. The Legislative Agenda is developed annually with input from City departments, elected officials, Seattle state legislative delegation, regional governmental agencies, statewide interest groups, and advocates. The City will advocate to the Legislature for items included in the Legislative Agenda.

### **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?**

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

No

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

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

No

### **4. OTHER IMPLICATIONS**

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

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

This legislation has tangential effects on all City Departments and Department heads are all aware of it.



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

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

No

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

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

No

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

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

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?**

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

The City advocates for policies that can benefit historically disadvantaged communities.

**f. Climate Change Implications**

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

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

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.**

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

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).**

This answer should highlight measurable outputs and outcomes.

No

**List attachments/exhibits below:**



## Legislation Text

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**File #:** CB 120119, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05, proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of the new coronavirus 19 (COVID-19); and

WHEREAS, on March 3, 2020, the Mayor proclaimed a civil emergency in response to new cases of COVID-19; and

WHEREAS, on February 3, 2021, the City of Seattle enacted Ordinance 126274 (Hazard Pay for Grocery Employees Ordinance) requiring grocery businesses to provide employees with hazard pay for work performed in Seattle during the COVID-19 emergency; and

WHEREAS, Ordinance 126274 states the intention of the City Council (Council) to consider modifying or eliminating hazard pay requirements after four months of implementation and review of the current health, safety, and economic risks of frontline work during the COVID-19 emergency; and

WHEREAS, on March 17, 2021, grocery employees working in Washington state became eligible for COVID-19 vaccinations; and

WHEREAS, on April 15, 2021, all Washington residents 16 years and older became eligible for COVID-19 vaccinations; and

WHEREAS, on May 12, 2021, all Washington residents 12 to 15 years became eligible for COVID-19

vaccinations; and

WHEREAS, on May 13, 2021, the Centers for Disease Control and Prevention (CDC) announced that fully vaccinated people no longer needed to wear a mask inside or outside, except in certain settings such as health care and correctional facilities and except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance; and

WHEREAS, on May 13, 2021, the Washington Governor announced full adoption of the masking guidance issued by the CDC; and

WHEREAS, on June 29, 2021, Public Health - Seattle & King County announced the end of the Local Health Officer's indoor mask directive for fully vaccinated people; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, 72 percent of King County residents 12 years and older, had been fully vaccinated against COVID-19; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, there had been more than 60 days of declining COVID-19 cases and hospitalizations per 100,000 residents; and

WHEREAS, despite positive trends in vaccinations and key indicators of COVID-19 activity, Public Health - Seattle & King County has reported disproportionately lower rates of vaccinations among Black and Latinx residents and higher rates of COVID cases among Black and Native Hawaiian/Pacific Islander (NHPI) residents; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, 53 percent of Black eligible residents and 55 percent of Latinx eligible residents had been fully vaccinated against COVID-19; and

WHEREAS, Public Health - Seattle & King County reported that as of June 29, 2021, 27 percent of new COVID cases were among Black residents and seven percent of new COVID cases were among NHPI residents although Black and NHPI residents respectively comprise seven percent and one percent of King County's population; and

WHEREAS, Public Health - Seattle & King County has stated that continued precautions and efforts to increase vaccinations are critical to closing vaccination disparities and has expressed commitment to ongoing work with community partners to close the gap in vaccine rates; and

WHEREAS, Public Health - Seattle & King County has partnered with the United Food and Commercial Workers International Union Local 21 and Washington Food Industry Association to ensure access to vaccinations across modalities; and

WHEREAS, the Council is committed to developing and collaborating on policies to eliminate racial disparities in public health and to work toward a stronger Seattle; and

WHEREAS, on June 30, 2021, the Washington Governor announced a statewide reopening with a return to full capacity for the vast majority of public spaces, including grocery and retail stores; and

WHEREAS, the Council recognizes that continuing vaccination efforts and reduced numbers of COVID-19 cases and hospitalizations demonstrates considerable progress toward supporting the health and safety of our frontline workers and the community; NOW, THEREFORE,

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

Section 1. Section 100.025 of Ordinance 126274 is amended as follows:

**100.025 Hazard pay requirements**

\* \* \*

C. Employers shall comply with the hazard pay requirements in this Section 100.025 ~~((for the duration of the civil emergency proclaimed by the Mayor on March 3, 2020.))~~ until the effective date of the ordinance introduced as Council Bill 120119.

Section 2. Section 5 of Ordinance 126274 is amended as follows:

This ordinance shall be automatically repealed without subsequent Council action three years after ~~((the termination of the civil emergency proclaimed by the Mayor on March 3, 2020.))~~ the effective date of the ordinance introduced as Council Bill 120119.

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 \_\_\_\_\_, 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)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Karina Bull /x6-0078	n/a

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

**Summary and background of the Legislation:** On February 3, 2021, the City of Seattle enacted Ordinance 126274 (Hazard Pay for Grocery Employees Ordinance) requiring grocery businesses to provide employees with hazard pay for work performed in Seattle during the COVID-19 emergency. The hazard pay was intended to compensate grocery employees for the risks of working on the frontlines of a global pandemic, improve their financial ability to access resources to stay safe and healthy, encourage them to continue their vital work, and support the welfare of the greater community that depends on grocery employees for safe and reliable access to food.

This legislation would end hazard pay requirements in recognition of the considerable progress made toward supporting the health and safety of frontline workers and the community through high rates of vaccinations and reduced numbers of COVID-19 cases and hospitalizations.

After hazard pay requirements are no longer in effect, the rest of the Hazard Pay for Grocery Employees Ordinance (e.g., recordkeeping, prohibition against retaliation, enforcement) would continue for three years after the effective date of this legislation and then would be automatically repealed without subsequent action by the Council.

### **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?**

Yes. If this legislation is implemented, OLS would likely expend fewer resources (e.g., staff time) on outreach of hazard pay requirements. OLS would continue to have authority to

investigate non-compliance (e.g., failure to provide hazard pay during the relevant time period) for three years after the effective date of this legislation.

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

If this legislation is not implemented, OLS would likely continue their current level of spending and staff time on implementing hazard pay requirements. Currently, OLS maintains a web page with hazard pay information and outreach materials in multiple languages and, according to the office's [on-line, interactive dashboard](#), has responded to 30 questions about hazard pay requirements and initiated two investigations.

#### 4. OTHER IMPLICATIONS

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

Yes. If this legislation is implemented, OLS would likely expend fewer resources (e.g., staff time) on outreach of hazard pay requirements. OLS would continue to have authority to investigate non-compliance (e.g., failure to provide hazard pay during the relevant time period) for three years after the effective date of this legislation.

**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?**

Ending hazard pay requirements for grocery store employees could have an impact on Black, Indigenous, and People of Color (BIPOC) workers. The risks of working during the pandemic are especially significant for BIPOC workers because they are overrepresented among the retail frontline workforce, more likely to earn lower incomes, and disproportionately impacted by COVID-19. Despite positive trends in vaccinations and key indicators of COVID-19 activity in King County, there are disproportionately lower rates of vaccinations among Black and Latinx residents and higher rates of COVID cases among Black and Native Hawaiian/Pacific Islander residents.

Public Health – Seattle & King County has stated that continued precautions and efforts to increase vaccinations are critical to closing vaccination disparities and has expressed commitment to ongoing work with community partners to close the gap in vaccine rates.

This legislation states Council's commitment to developing and collaborating on policies to eliminate racial disparities in public health and to work toward a stronger Seattle.

**f. Climate Change Implications**

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

N/A.

**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.**

N/A.

**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).**

OLS publicly shares information on outreach and enforcement efforts on their [on-line, interactive dashboard](#).

**List attachments/exhibits below:**



**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

..title

AN ORDINANCE relating to employment in Seattle; amending Sections 100.025 and Section 5 of Ordinance 126274 to establish a new date for ending hazard pay requirements and automatically repealing the ordinance.

..body

WHEREAS, on February 29, 2020, the Washington Governor issued Proclamation 20-05,

proclaiming a state of emergency for all counties throughout the state of Washington in response to new cases of the new coronavirus 19 (COVID-19); and

WHEREAS, on March 3, 2020, the Mayor proclaimed a civil emergency in response to new cases of COVID-19; and

WHEREAS, on February 3, 2021, the City of Seattle enacted Ordinance 126274 (Hazard Pay for Grocery Employees Ordinance) requiring grocery businesses to provide employees with hazard pay for work performed in Seattle during the COVID-19 emergency; and

WHEREAS, Ordinance 126274 states the intention of the City Council (Council) to consider modifying or eliminating hazard pay requirements after four months of implementation and review of the current health, safety, and economic risks of frontline work during the COVID-19 emergency; and

WHEREAS, on March 17, 2021, grocery employees working in Washington state became eligible for COVID-19 vaccinations; and

WHEREAS, on April 15, 2021, all Washington residents 16 years and older became eligible for COVID-19 vaccinations; and

WHEREAS, on May 12, 2021, all Washington residents 12 to 15 years became eligible for COVID-19 vaccinations; and

~~WHEREAS, on May 13, 2021, the Centers for Disease Control and Prevention (CDC)~~  
~~announced that fully vaccinated people no longer needed to wear a mask inside or~~  
~~outside, except in certain settings such as health care and correctional facilities and~~  
~~except where required by federal, state, local, tribal, or territorial laws, rules, and~~  
~~regulations, including local business and workplace guidance; and~~

~~WHEREAS, on May 13, 2021, the Washington Governor announced full adoption of the~~  
~~masking guidance issued by the CDC; and~~

~~WHEREAS, on June 29, 2021, Public Health – Seattle & King County announced the end of the~~  
~~Local Health Officer’s indoor mask directive for fully vaccinated people; and~~

WHEREAS, on June 30, 2021, the Washington Governor announced a statewide reopening with  
a return to full capacity for most public spaces, including grocery and retail stores; and

WHEREAS, on September 13, 2021, the Washington Governor announced that everyone five  
years of age and older, regardless of vaccination status, must wear masks in indoor public  
spaces, including grocery stores, and at outdoor events with 500 or more people; and

WHEREAS, on November 2, 2021, all Washington residents five to 11 became eligible for the  
Pfizer COVID-19 vaccine for children; and

WHEREAS, Public Health – Seattle & King County reported that as of ~~June 29, 2021~~December  
7, 2021, 72-85.1 percent of King County residents 12 years and older, and 79.4 percent of  
residents five years and older, had been fully vaccinated against COVID-19; and

WHEREAS, COVID-19 vaccines are highly effective at preventing serious illness,  
hospitalization, and death from COVID-19; and

WHEREAS, Public Health – Seattle & King County has reported that those who are not fully  
vaccinated are 7 times more likely to test positive for COVID-19, 36 times more likely to

1 be hospitalized for COVID-19, and 28 times more likely to die of COVID-19 related  
2 illnesses; and

3 ~~WHEREAS, Public Health – Seattle & King County reported that as of June 29, 2021, there had~~  
4 ~~been more than 60 days of declining COVID-19 cases and hospitalizations per 100,000~~  
5 ~~residents; and~~

6 WHEREAS, despite positive trends in vaccinations ~~and key indicators of COVID-19 activity,~~  
7 Public Health – Seattle & King County has reported disproportionately ~~lower rates of~~  
8 ~~vaccinations among Black and Latinx residents and~~ higher rates of COVID cases among  
9 Black, Latinx, and Native Hawaiian/Pacific Islander (NHPI) residents; and

10 ~~WHEREAS, Public Health – Seattle & King County reported that as of June 29, 2021, 53~~  
11 ~~percent of Black eligible residents and 55 percent of Latinx eligible residents had been~~  
12 ~~fully vaccinated against COVID-19; and~~

13 WHEREAS, Public Health – Seattle & King County reported that as of ~~June 29~~December 7,  
14 2021, ~~27-11~~ percent of new COVID cases were among Black residents, 20 percent of new  
15 COVID cases were among Latinx residents, and ~~seven-three~~ percent of new COVID  
16 cases were among NHPI residents although Black, Latinx, and NHPI residents  
17 respectively comprise seven percent, 10 percent, and one percent of King County's  
18 population; and

19 ~~WHEREAS, Public Health – Seattle & King County has stated that continued precautions and~~  
20 ~~efforts to increase vaccinations are critical to closing vaccination disparities and has~~  
21 ~~expressed commitment to ongoing work with community partners to close the gap in~~  
22 ~~vaccine rates; and~~

~~WHEREAS, Public Health—Seattle & King County has partnered with the United Food and Commercial Workers International Union Local 21 and Washington Food Industry Association to ensure access to vaccinations across modalities; and~~

WHEREAS, the Council is committed to developing and collaborating on policies to eliminate racial disparities in public health and to work toward a stronger Seattle; and

~~WHEREAS, on June 30, 2021, the Washington Governor announced a statewide reopening with a return to full capacity for the vast majority of public spaces, including grocery and retail stores; and~~

WHEREAS, the Council recognizes that ~~continuing vaccination efforts and reduced numbers of COVID-19 cases and hospitalizations~~ the significant protections of COVID-19 vaccines, high vaccination rates, and continued masking in public spaces demonstrates considerable progress toward supporting the health and safety of our frontline workers and the community; NOW, THEREFORE,

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

Section 1. Section 100.025 of Ordinance 126274 is amended as follows:

**100.025 Hazard pay requirements**

\* \* \*

C. Employers shall comply with the hazard pay requirements in this Section 100.025 ~~((for the duration of the civil emergency proclaimed by the Mayor on March 3, 2020.))~~ until the effective date of the ordinance introduced as Council Bill 120119.

Section 2. Section 5 of Ordinance 126274 is amended as follows:

1           This ordinance shall be automatically repealed without subsequent Council action three  
2 years after ~~((the termination of the civil emergency proclaimed by the Mayor on March 3,~~  
3 ~~2020.))~~ the effective date of the ordinance introduced as Council Bill 120119.  
4

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 \_\_\_\_\_, 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)



Legislation Text

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**File #:** CB 120238, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to funding for housing; adopting a substantial amendment to The City of Seattle 2021 Annual Action Plan of the 2018-2022 Consolidated Plan for Housing and Community Development and authorizing its submission to the United States Department of Housing and Urban Development (HUD); authorizing acceptance of grant funds from HUD for programs and activities included in the Annual Action Plan; and ratifying and confirming certain prior acts.

WHEREAS, the United States Department of Housing and Urban Development (HUD) has required each local jurisdiction seeking access to HOME-American Rescue Plan (HOME-ARP) federal assistance authorized under the American Rescue Plan Act of 2021 to provide a substantial amendment to its current annual action plan; and

WHEREAS, Ordinance 126332 adopted The City of Seattle's ("City") 2021 Annual Action Plan (AAP) to the 2018-2022 Consolidated Plan for Housing and Community Development ("Consolidated Plan"); and

WHEREAS, the Mayor has proposed a substantial amendment to the AAP to the Consolidated Plan; and

WHEREAS, a 15-day comment period and public information session were provided regarding the proposed activities for the City's \$12,200,684 of HOME-ARP funding in accordance with HUD's September 13, 2021, Notice CPD-21-10: Requirements for the Use of Funds in the HOME-American Rescue Plan Program; and

WHEREAS, Ordinance 126237 adopted the City's 2021 Annual Budget and Ordinance 126371 amended the 2021 Annual Budget to allocate the funds covered by this legislation; NOW, THEREFORE,

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

Section 1. Findings.

A. This legislation is necessary to comply with federal grant funding application requirements as part of the 2018-2022 Consolidated Plan in accordance with 24 CFR 91.105(b)(3) on Citizen Participation requirements.

B. This legislation adopting the substantial amendment to the Annual Action Plan is a routine part of implementing The City of Seattle’s (“City”) intent to fund specific projects in 2021 using federal grant allocations, and the Plan serves as the application to the Department of Housing and Urban Development (HUD) for these purposes.

Section 2. The Seattle City Council adopts the substantial amendment to the 2021 Annual Action Plan (AAP) to the 2018-2022 Consolidated Plan for Housing and Community Development, attached to this ordinance as Attachment 1.

Section 3. The Mayor and the Director of Human Services (“Director”) or their designees are authorized to submit the adopted AAP, together with any necessary supplementary material, to the United States Department of Housing and Urban Development (HUD) as the application by the City for financial assistance under certain HUD programs; to represent the City in seeking HUD approval of the AAP; to make and submit to HUD such modifications to the AAP as HUD may require, provided that no substantial policy changes are involved; and to sign and deliver on behalf of the City such assurances and certifications as may be necessary to obtain HUD approval. The Director or Director’s designee is further authorized to make such technical and conforming changes to the AAP as may be deemed reasonably necessary, and to amend the AAP, if necessary or appropriate under federal regulations, to reflect funding of specific activities, final appropriations in any Adopted Budget or amendments to an Adopted Budget, or changes in activities that are consistent with the policies and priorities established in the City’s 2018-2022 Consolidated Plan for Housing and Community Development (“Consolidated Plan”). Any substantial amendment as defined by the Citizen Participation Plan of the Consolidated Plan shall require approval by the Council by ordinance or resolution.

Section 4. The allocations set forth in the AAP do not constitute appropriations and are not final



decisions to undertake any project or to award any subgrant or contract. The authority of the respective City departments and offices to implement the activities set forth in the AAP is subject to sufficient appropriations, which were granted in Ordinance 120093. Implementation of any specific project or program is also subject to a final determination by the appropriate office or department after completion of any necessary review under environmental and related laws. No part of the AAP is intended to confer any legal rights or entitlements on any persons, groups, or entities.

Section 5. The Mayor or the Mayor's designee is authorized to execute, deliver, and perform for and on behalf of The City of Seattle such agreements as are reasonably necessary to accept financial assistance from HUD for the following grant programs up to the maximum amounts listed below:

A. HOME-American Rescue Plan (HOME-ARP): \$12,200,684

HOME-ARP funds, when received, shall be deposited into the Low Income Housing Fund (16400). The Mayor or the Mayor's designee is further authorized to execute and deliver such other documents relating to the agreements as may be required.

Section 6. Unspent funds appropriated in this ordinance shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 7. Execution of the agreements authorized in Section 5 of this ordinance and other acts pursuant to the authority of this ordinance taken after its passage and prior to its effective date are 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 \_\_\_\_\_, 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 - Substantial Amendment to the 2021 Annual Action Plan

## HOME-ARP Allocation Plan Template

### Guidance

- To receive its HOME-ARP allocation, a PJ must:
  - Engage in consultation with at least the required organizations;
  - Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
  - Develop a plan that meets the requirements in the HOME-ARP Notice.
- To submit: a PJ must upload a Microsoft Word or PDF version of the plan in IDIS as an attachment next to the “HOME-ARP allocation plan” option on either the AD-26 screen (for PJs whose FY 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan).
- PJs must also submit an SF-424, SF-424B, and SF-424D, and the following certifications as an attachment on either the AD-26 or AD-25 screen, as applicable:
  - Affirmatively Further Fair Housing;
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
  - Anti-Lobbying;
  - Authority of Jurisdiction;
  - Section 3; and,
  - HOME-ARP specific certification.

**Participating Jurisdiction:** City of Seattle

**Date:** 11/9/2021

### Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction’s geographic area, homeless and domestic violence service providers, veterans’ groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state’s boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

#### *Summarize the consultation process:*

Seattle Office of Housing conducted individual outreach to the organizations listed below specifically to discuss the best use of HOME-ARP funds.

The Consolidated Plan relies on multiple planning efforts from a variety of sources to inform the

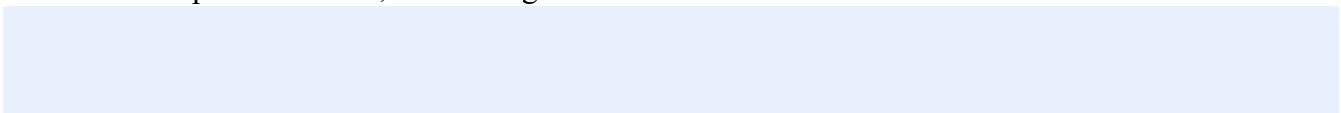
allocations of the Consolidated Plan funds. The consultation process illustrates how HUD funds are part of a much larger funding picture for housing, human services, and community development in the City of Seattle. Through the Area Agency on Aging, King County Regional Homelessness Authority, Seattle/King County Continuum of Care, the Mayor's Emergency Task Force on Unsheltered Homelessness, the City's Housing Affordability and Livability Advisory (HALA) Committee, Seattle 2035 Comprehensive Plan Update, the City's planning efforts inform changes and updates to our homelessness prevention and service system, while providing key opportunities for consultation and public input. In addition, the City's 2021 Adopted (first year of biennial budget) and 2022 Proposed Budget include significant general public input and discussion to shape policy and budget priorities. The budget is passed by City Council in November each year. A draft of the Substantial Amendment to the 2021 Annual Action Plan was publicized and made available for public comment for a 15- day public comment period beginning November 5, 2021, and the first notice of public hearing was posted October 23, 2021.

*List the organizations consulted, and summarize the feedback received from these entities.*

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
<b>King County Regional Homelessness Authority</b>	Continuum of Care	Meetings to align housing investments with other resources to serve people experiencing homelessness and align with CoC goals to serve people experiencing homelessness with Emergency Housing Vouchers.	Coordination and strategy for HOME-ARP funds to be deployed alongside efforts to utilize Emergency Housing Vouchers.
<b>Low Income Housing Institute, Chief Seattle Club, SeaMar, Pioneer Human Services, Plymouth Housing, YWCA, El Centro de la Raza, DESC, Catholic Housing Services</b>	Homeless Service Provider	Individual meetings with homeless service providers to discuss potential future projects.	Homeless service and housing providers have worked at the highest intensity level during the COVID-19 pandemic. They have taken on significantly more work, and want to do more to contribute to ending homelessness in our community. They ask that government funders streamline requirements and reduce barriers wherever possible.  YWCA and DESC requested new construction to match their clients' needs.

			Some concern shared about Qualified Populations and referral process.
<b>Chief Seattle Club; YWCA; Mayor's Office on Domestic Violence and Sexual Assault</b>	Domestic Violence Service Provider	Individual meetings with each of these groups. Also attended Mayor's domestic violence stakeholder committee.	General support for more permanent housing and considering ways to coordinate across offices to benefit people who have experienced DV/SA.
<b>Catholic Community Services; VA and PHA's VASH coordination</b>	Veterans' Groups	Individual outreach from Office of Housing	None.
<b>Seattle Housing Authority</b>	Public Housing Agency	In addition to regular coordination meetings, we have been meeting with SHA for several months about coordination of new federal housing investments.	Excited to partner Emergency Housing Vouchers with HOME-ARP projects; supportive of affordable housing investments in the City of Seattle.
<b>King County, State of Washington, WSHFC, partnering with state HTF</b>	Public agencies that address the needs of the qualifying populations	Monthly meeting	Coordinating funding programs to achieve maximum impact and leverage. King County and Washington State are both developing HOME-ARP plans concurrently.
<b>Office of Civil Rights</b>	Fair Housing Organization	Individual outreach from Office of Housing	None.
<b>Office of Civil Rights, ACLU</b>	Civil Rights Organization	Individual outreach from Office of Housing	None.

If additional space is needed, insert image of table here:



## Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

***Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:***

- ***Public comment period: start date - 10/23/2021 end date - 12/7/2021***
- ***Public hearing: 12/7/2021***

On November 9, 2021 the Seattle Office of Housing hosted a public hearing on the HOME-ARP Allocation Plan. Laurie Olson, Capital Investments Manager presented the amount of HOME-ARP City of Seattle will receive; \$12,200,684 and stated that the planned range of activities include the acquisition, rehabilitation, construction, and/or preservation of multifamily rental housing to serve Qualified Populations.

***Describe any efforts to broaden public participation:***

The City is providing an extended period for public comment, and two public hearings; first in the November 9 public comment hearing presented by Office of Housing, and second in a City Council meeting. Council must approve the substantial amendment before its submission to HUD.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

***Summarize the comments and recommendations received through the public participation process:***

Sharon Lee, Executive Director Low Income Housing Institute (LIHI) stated that LIHI is happy these funds are being made available and wishes it were more than \$12M. LIHI believes there are opportunities to acquire buildings, especially brand new buildings, for permanent supportive housing and they encourage OH to use the dollars for this purpose as the most efficient way to house people experiencing homelessness. The highest priority should be for purchasing existing buildings to serve people experiencing homelessness and people who are Black or Indigenous, and people of color. There might also be some opportunities for preservation of existing housing, especially in areas experiencing displacement. Sharon also asked whether these funds are part of

the 2022 budget that City Council is considering now. Laurie Olson replied that these funds are included in the 2021 budget and should be available after approvals. The City also concurs with the use and prioritization of funds suggested by LIHI.

Derrick Belgarde, Executive Director of the Chief Seattle Club stated that they support the City's stewardship of the \$12.2M award. He stated that the City's support has been instrumental for Chief Seattle Club to create housing and shelter focused on serving Indigenous people, who are very over-represented in Seattle's homeless population. Chief Seattle Club supports the City's intentions with HOME-ARP Funds.

Kimberly Arrington White, Chief Supportive Housing Officer, Plymouth Housing stated that they are currently struggling to increase wages to retain quality staff to serve residents. They have 48 vacancies out of 200 some service staff. Laurie Olson responded that the City Office of Housing acknowledges these staffing difficulties and stands behind Plymouth in its attempts to address the issue.

The hearing was also attended by Karen Peterson, Kelli Larsen, and Jamie Madden.

*Summarize any comments or recommendations not accepted and state the reasons why:*  
n/a

## **Needs Assessment and Gaps Analysis**

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

### OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	1696	436	3119	#	75								
Transitional Housing	1522	430	577	#	107								
Permanent Supportive Housing	1280	425	4969	#	1540								
Other Permanent Housing						1328	403	21	#				
Sheltered Homeless						1171	3967	342	#				
Unsheltered Homeless						1309	4368	502	#				
<b>Current Gap</b>										#	#	#	#

**Suggested Data Sources:** 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

### OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	193101 city		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	8161city		
Rental Units Affordable to HH at 50% AMI (Other Populations)	8165 city		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		60445 county	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		44710 county	
<b>Current Gaps</b>			29,710 city

**Suggested Data Sources:** 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)



***Describe the size and demographic composition of qualifying populations within the PJ's boundaries:***

According to the 2020 Point in Time Count, 11,751 individuals in Seattle/King County were experiencing homelessness 72% of whom were staying in the City of Seattle. Roughly half are unsheltered, with the 2020 count reporting that 47% of those experiencing homelessness were living without shelter.

Compared to the overall population of Seattle/King County, homelessness disproportionately impacts people of color. Black/African Americans (7% of the general population; 25% of population experiencing homelessness), American Indian/Alaska Native (1% of the general population; 15% of population experiencing homelessness), Native Hawaiian/Other Pacific Islander (1% of the general population; 4% of population experiencing homelessness) experience disproportionately higher rates of homelessness according to the 2020 count. Additionally, compared to the Seattle/King County general population, homelessness disproportionately affects Hispanic/Latinx individuals (of any race). Seattle/King County is comprised of 10% Hispanic/Latinx individuals, yet 15% of individuals experiencing homelessness in 2020 identify as Hispanic/Latinx.

From 2017-2020, males experience higher rates of homelessness compared to female, transgender, and gender non-conforming groups. However, the rate of females experiencing homelessness has continued to increase since 2018 to 41% of the 2020 count.

**1,190 Families with Children** representing 3,743 adults and children were experiencing homelessness on the early morning of January 24, 2020. Of these, approximately 100 families (comprised of 251 individuals) are from youth parenting households. Approximately, 71% of individuals in families with children were sheltered, and 29% were unsheltered.

**1,211 individuals experiencing homelessness were fleeing from domestic violence in 2020.**

This is about 10% of the total homeless population and an increase of about 700 individuals from 2019. Domestic violence includes dating violence, sexual assault, and/or stalking. About 69% of domestic violence survivors/victims are unsheltered and 15% have children with them.

**813 veterans** were experiencing homelessness on the morning of the count. Approximately 51% were sheltered and 49% were unsheltered. Since 2017, there has been a decline in veterans experiencing homelessness.

***Describe the unmet housing and service needs of qualifying populations, including but not limited to:***

- ***Sheltered and unsheltered homeless populations;***
- ***Those currently housed populations at risk of homelessness;***
- ***Other families requiring services or housing assistance or to prevent homelessness;***  
***and,***
- ***Those at greatest risk of housing instability or in unstable housing situations:***

As reported in the most recent Point in Time Count, Seattle is home to approximately 4,400 people experiencing homelessness with shelter, and 3,700 people experiencing homelessness without shelter. It is largely believed that we will see an increased count of people living without shelter as a result of the COVID-19 pandemic, which has negatively impacted thousands of households in Seattle. According to the U.S. Census 2019 ACS 5 year Estimates, 47% of Seattle renter households are cost burdened, paying more than 30% of their income toward rent. The sample size in this ACS Estimate is over 100,000 households. The cost burdens are more serious for households with the lowest incomes (at or below 30% of Area Median Income), with 65% severely cost burdened (paying more than 65% of their income toward rent) and another 17% cost burdened (paying more than 50% of their income toward rent). These significant housing cost burdens affect over 35,000 Seattle residents, and it is critical that we continue developing and purchasing new affordable housing for people with the lowest incomes in our community. The Regional Affordable Housing Task Force reported that the majority of King County residents living with cost burdens have incomes below 50% of Area Median Income, are disproportionately people of color, and are more often older adults (65 or older) or younger adults (25 or younger). As these numbers demonstrate, Seattle requires thousands of affordable homes to adequately house members of the Qualifying Populations. The City of Seattle is rapidly expanding Permanent Supportive Housing and permanently affordable housing in response to these unmet needs.

***Identify and consider the current resources available to assist qualifying populations, including congregated and non-congregated shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:***

A 2021 Seattle City Council study on shelter capacity found 2,349 permanent shelter beds, with an additional 286 temporary and 215 planned. The pandemic required reductions in shelter capacity to increase social distancing in shelter programs. The 2021 Adopted Budget included \$18 million of Emergency Solutions Grant (ESG) COVID funds to pilot the use of hotels for shelter. Those funds led to the creation of 197 temporary shelter spaces at the King's Inn and Executive Hotel Pacific by April 2021. Combined with the reopening of some shelter beds and the expansion funded for 2020, total capacity reached 2,436 beds by July 2021, an increase of 152 beds compared to the end of 2019 (see Chart 1). Other acquisitions, such as the new shelter operated by Africatown Land Trust in The Community Home at Keiro, will add permanent shelter capacity for the City, bringing permanent shelter capacity to 2,564.

Seattle Housing Authority received authority for 500 Emergency Housing Vouchers, and approximately 250 may be paired with HOME-ARP and related projects addressing the needs of Qualified Populations.

Affordable and permanent supportive housing developments in Seattle have long wait lists and typically conduct lotteries for affordable units or lease units to Qualified Populations through Coordinated Entry for All. Coordinated Entry generally assesses thousands of people each year, and offers housing to a small fraction. There are at least 8,000 people experiencing homelessness

and tens of thousands of cost burdened renters in Seattle – additional affordable and permanent supportive housing is desperately needed.

***Identify any gaps within the current shelter and housing inventory as well as the service delivery system:***

The serious deficit of homes affordable and available to the qualified populations is both the root cause of the problem, as well as a massive hinderance to strategies focused on connecting qualified populations to housing and shelter. Additionally, Seattle relied heavily on congregate shelter prior to COVID, and roughly half of our neighbors experiencing homelessness are unsheltered. In response to the pandemic, the shelter and housing ecosystem in Seattle/King County has been attempting to rapidly expand Permanent Supportive Housing and non-congregate shelter options, including through opportunistic acquisitions of existing multifamily buildings, hotels, and motels.

***Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of “other populations” as established in the HOME-ARP Notice:***

Living in over-crowded housing and staying with friends or family are often the form of housing instability that can escalate to staying in a car, tent, or shelter.

***Identify priority needs for qualifying populations:***

People without homes need homes. High and rapidly escalating housing costs combined with rapid economic displacement in Seattle create harmful instability for the qualified populations. It is difficult for members of qualified populations to find affordable housing of any kind in Seattle. Whatever personal needs or challenges they were facing become exponentially worse on the streets, adding trauma and stress to individuals surviving outside, and further overwhelming the system of programs and providers.

According to the 2020 Point in Time Count, 94% of all individuals experiencing homelessness reported they would move inside safe/affordable housing if available; 21% are employed; and 40% reported economic reasons including job loss, inability to afford rent, eviction, or foreclosure as the primary reason for experiencing homelessness. The top three most used services by individuals experiencing homelessness are: Free meals (58%) Bus passes (41%) Hygiene services (40%). When asked about issues while trying to access services, the most common issues were: Lack of transportation to access a service (29%); Not having an ID or personal document needed to receive a service (29%); Not knowing where to go for help (28%); and not hearing back after applying for services (20%) were the most cited issues experienced when attempting to access services. Data and experience show that investing in permanent supportive housing allows services to be accessed and for individuals to begin their own path to recovery. Without safe, quality, affordable housing, our qualified populations are unable to thrive.

***Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:***

A significant evidence base, data, and experience demonstrate that investing in permanent supportive housing allows services to be accessed and for individuals to recover. Without safe, quality, affordable housing, our qualified populations are unable to thrive.

## HOME-ARP Activities

***Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:***

The PJ will administer activities directly through the City of Seattle Office of Housing. OH will solicit applications through a Notice of Funding Availability and prioritize projects quickly and efficiently to produce permanent supportive housing and permanently affordable housing serving the qualified populations.

***If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:***

n/a

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

### Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 0		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 12,200,684		
Non-Profit Operating	\$ 0	# %	5%
Non-Profit Capacity Building	\$ 0	# %	5%
Administration and Planning	\$ 0	# %	15%
<b>Total HOME ARP Allocation</b>	<b>\$ 12,200,684</b>		

***Additional narrative, if applicable:***

Enter narrative response here.

***Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:***

As demonstrated by the data herein as well as in innumerable other reports, the shortage of permanent, affordable, and/or supportive housing options in Seattle is one of the primary causes of homelessness and the primary impediment to helping individuals and families exit homelessness. Accordingly, the plan to fund eligible activities focuses on the acquisition, construction, preservation, and/or rehabilitation of housing serving the Qualified Populations.

## **HOME-ARP Production Housing Goals**

***Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:***

165

***Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:***

The Affordable Housing One Year Goals in the 2021 Annual Action Plan were:

### **AP-55 Affordable Housing – 91.220(g) Introduction**

#### **One Year Goals for the Number of Households to be Supported**

Homeless 254

Non-Homeless 608

Special-Needs 109

Total 971

#### **One Year Goals for the Number of Households Supported Through**

Rental Assistance 340

The Production of New Units 47

Rehab of Existing Units 30

Acquisition of Existing units 417

Total 971

HOME-ARP Funds allow these goals to be increased by 165 new units serving Qualified Populations.

## **Preferences**

***Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:***

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- PJs are not required to describe specific projects to which the preferences will apply.

There will be no additional preferences. Working with the King County Regional Homelessness Authority, Seattle Housing Authority, and community housing partners, projects funded by these HOME-ARP dollars will use project-specific affirmative marketing and waitlists, and they will serve Qualified Populations by utilizing Coordinated Entry for All to enroll households with Emergency Housing Vouchers.

***If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:***

n/a

***If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:***

n/a

## **HOME-ARP Refinancing Guidelines**

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

The City does not have any plans to refinance existing debt secured by multifamily housing as described in the question, and therefore we do not have any refinancing guidelines for that activity.

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***

n/a

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***

n/a

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***

n/a

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***

n/a

- ***Other requirements in the PJ's guidelines, if applicable:***

n/a

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Office of Housing	Becky Guerra / 206-233-0066	Miguel Jimenez / 206-684-5805

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to funding for housing; adopting a substantial amendment to The City of Seattle 2021 Annual Action Plan of the 2018-2022 Consolidated Plan for Housing and Community Development and authorizing its submission to the United States Department of Housing and Urban Development (HUD); authorizing acceptance of grant funds from HUD for programs and activities included in the Annual Action Plan; and ratifying and confirming prior acts.

**Summary and background of the Legislation:** This legislation adopts a substantial amendment to The City of Seattle 2021 Annual Action Plan of the 2018-2022 Consolidated Plan and authorizes its submission to the United States Department of Housing and Urban Development (HUD). This substantial amendment is responsive to requirements in HUD's September 13, 2021, *Notice CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program*.

The funds have already been appropriated through Ordinance #126371. To implement the funds, jurisdictions have been directed to amend their most current Annual Action Plan.

Funds have been allocated to the Office of Housing to support the acquisition, rehabilitation, construction and/or rehabilitation of housing to support people at-risk of or experiencing homelessness and other Qualified Populations as detailed in HUD's September 13, 2021, *Notice CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program*.

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

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

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

Does this legislation 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.



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

Not implementing this legislation will cause the City to forgo approximately \$12.2 million in federal assistance that supports housing for low-income persons in Seattle.

**4. OTHER IMPLICATIONS**

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

No.

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

Yes.

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

Yes.

- 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?**

Programs and activities supported by these funds are specifically intended address homelessness and housing insecurity amongst low-income, homeless, at-risk, and other qualified persons and families. According to the 2020 Point in Time Count, Black and Indigenous people are disproportionately over-represented in Seattle/King County's homeless population.

- 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

**List attachments/exhibits below:**



## Legislation Text

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**File #:** CB 120227, **Version:** 2

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### CITY OF SEATTLE

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

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

AN ORDINANCE related to street vacations; amending Section 15.62.090 of the Seattle Municipal Code to exempt publicly funded affordable housing projects from compensating the City for vacations.

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

Section 1. Section 15.62.090 of the Seattle Municipal Code, last amended by Ordinance 121661, is amended as follows:

**15.62.090 Compensation for vacation ((:))**

A. Ordinances vacating any street or alley or part thereof shall not be passed by the City Council until a sum equal to one-half ~~(( $\frac{1}{2}$ ))~~ of the appraised value of the area vacated is paid to the City; ~~((:))~~ provided, that if the street or alley has been a part of a dedicated public right-of-way for ~~((twenty-five))~~ 25 years or more, the City shall be compensated in an amount equal to the full appraised value of the area vacated. In certain circumstances, provision of other valuable consideration acceptable to the City may be made in lieu ~~((or))~~ of up to one-half ~~(( $\frac{1}{2}$ ))~~ of the payment; provided, that such consideration shall not be acceptable if it is required for the street vacation, it is considered a public benefit to meet the public benefit requirements of the street vacation, or it is required by other regulatory action. Acceptable consideration shall be quantified in dollars, which shall then be credited to the required payment.

B. City, State, and federal agencies shall be exempt from such payment, but shall pay to the City all costs incurred by the City in processing the vacation request.

C. Petitioners shall be exempt from such payment if before passing the ordinance vacating a street or

alley, the project receives public funding or federal low-income housing tax credits and is subject to a regulatory agreement, covenant, or other legal instrument recorded on the property title and enforceable by The City of Seattle, Washington State Housing Finance Commission, State of Washington, King County, U.S. Department of Housing and Urban Development, or other similar entity as approved by the Director of Housing that restricts at least 40 percent of the project's units at rent and income levels consistent with the City's Housing Funding Policies as adopted by Ordinance 125308 and subsequently amended. Petitioners exempt from compensating the City for the value of the right-of-way under this subsection 15.62.090 C shall pay to the City all costs incurred by the City in processing the vacation request.

D. As contemplated by RCW 35.79.035(3), notwithstanding the provisions of subsections 15.62.090.B or 15.62.090.C, the full market value shall be paid upon vacation of streets abutting upon bodies of water.

~~((B))~~ E. Conveyance of other property acceptable to the City may be made in lieu of the payment required by subsection 15.62.090.A or 15.62.090.D, whether required to mitigate adverse impacts of the vacation or otherwise. The full appraised value of the land conveyed shall be credited to the required payment. When the value of the in-lieu parcel is less than the payment required by subsection 15.62.090.A or 15.62.090.D, the petitioner shall pay the difference to the City. When the value of the in-lieu parcel exceeds the payment required by subsection 15.62.090.A or 15.62.090.D, the City shall pay the difference to the petitioner.

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 \_\_\_\_\_, 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)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Lish Whitson/(425) 390-2431	

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE related to street vacations; amending Section 15.62.090 of the Seattle Municipal Code to exempt publicly funded affordable housing projects from compensating the City for vacations.

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

This bill would amend Section 15.62.090 of the Seattle Municipal Code (SMC) to exempt affordable housing projects that receive street or alley vacations from requirements to pay the fair market value of the street or alley.

Under Washington State law, RCW 35.79.030, for most street or alley vacations, the City “may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

SMC 15.62.090 exempts City, State and federal agencies from making that compensation. The bill would also exempt projects that receive public funding or federal low-income housing tax credits and is subject to rent and income limits consistent with the City’s Housing Funding Policies. Such projects would still need to pay the for the costs of the City’s review of the vacation, currently \$6,500.

### **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?**

Yes, the bill would reduce the amount of funding the Seattle Department of Transportation (SDOT) receives to the Street Vacation Fund and decrease costs to the Office of Housing for the construction of affordable housing on sites that require a street or alley vacation. Given the low number of vacations that the City considers each year, it is difficult to estimate the fiscal impact of this change. However, the City has received two vacation requests for affordable housing projects that require a street or alley vacation over the last three years. The value of the right-of-way to be vacated on these sites, both in the Rainier Valley, is

estimated to be approximately \$500,000 each based on assessed land values near these properties. One of those projects is planned to be funded through Federal Low-Income Tax Credits and the other to be funded through City affordable housing funds. Consequently, the proposed legislation could reduce SDOT's by an average of \$333,333 a year and increase funding available for affordable housing projects financed by the Office of Housing by \$166,667 a year.

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

If not adopted, affordable housing projects would continue to compensate SDOT for the value of the right-of-way, increasing costs to develop those projects and maintaining SDOT's funding.

### **3.a. Appropriations**

— **This legislation adds, changes, or deletes appropriations.**

**Appropriations Notes:**

Under State law, at least half of street vacation compensation is required to be used for transportation or parks and open space capital projects. The City's practice is to appropriate all of those funds to SDOT for transportation capital projects, except when the project involves a park project. Decisions regarding the timing of petitioners' compensation of the City for a street vacation is made by petitioners. Typically, the City receives compensation at the end of construction. Because of this uncertainty, street vacation compensation is not appropriated to SDOT until those funds are received.

### **3.b. Revenues/Reimbursements**

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

**Revenue/Reimbursement Notes:**

As with appropriations, SDOT's street vacation revenue is not budgeted until compensation is received.

### **3.c. Positions**

— **This legislation adds, changes, or deletes positions.**

## **4. OTHER IMPLICATIONS**

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

This legislation affects SDOT and OH, both of which have been consulted in developing the legislation.

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

No.

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

No.

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

No.

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

The proposed bill will reduce the costs of developing some affordable housing projects, increasing the number of units that can be built overall and increasing access to housing in Seattle by low-income residents. Given significantly lower median incomes of Black and Indigenous households, the legislation would disproportionately support Black and Indigenous communities.

**f. Climate Change Implications**

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

No.

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

No.

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

Not applicable.

**List attachments/exhibits below:**

None



## Legislation Text

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**File #:** Appt 02080, **Version:** 1

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Appointment of Estefana Ramirez De Harry as member, Domestic Workers Standards Board, for a term to February 28, 2022.

The Appointment Packet is provided as an attachment.





## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Estefana Ramirez De Harry</i>		
<b>Board/Commission Name:</b> <b>Domestic Workers Standards Board</b>		<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 type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>DWSB</i>		<b>Term of Position: *</b> 3/1/2019 to 2/28/2022  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>White Center</i>	<b>Zip Code:</b> 98146	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Estefana currently attends Highline College while working as a Certificate Nursing Assistant. She is active in the local Garifuna community and the National Domestic Workers Alliance, and would like to help represent many workers out there from many backgrounds, particularly in home care.		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b>		<b>Appointing Signatory:</b> <i>Teresa Mosqueda</i>  <i>Seattle City Councilmember, on behalf of the Domestic Workers Standards Board</i>

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

**Estefana Ramirez De Harry**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **Summer of Qualifications**

- Ten years of customer services direct contact with clients, patients and families through caregiving to the vulnerable elderly people.
- Nine years working with (FRHC) Family Resources Home Care to ensure that the services provide to the vulnerable adult is always with respect, compassion, confidentiality and sympathy. Through the years my experience include ability to resolve a problem, demonstrated sensibility to client needs, responsible, ability to work under pressure, communication skills, work with diversity family styles and multi-ethnic, open communication with my supervisors and co-worker and more.
- Work with Older adults have given me the opportunity to learn about different cultures, do critical thinking to resolve problems, to be aware of the safety environments, patience.
- Experience in coordinating care includes. Following the care plan, keep open communication with supervisor, health team, family member, and clients, ability to follow order and directions
- Develop good tracking tools of program/services to create a work plan with team and agency.
- Strong personality, fluid in English and Spanish, confident and responsible.
- Strong leadership, problems-solving and conflict resolution skill.
- Manage to work in the computer using work 2016 introducing or chatting sensitive client's or resident's information.
- Direct communication with other in Spanish/English and Garifuna
- Computer knowledge, social media well manage and any internet aspect. (zoom and more)

### **Employment**

**National Domestic Workers Alliance (NDWA)**  
**present**

**April 2020 -**

Spanish-English interpretation for Training.

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- Assist with an interpretation from English to Spanish and Spanish to English.

- Consecutive interpretation.
- Go step by step of clarifying and make clear point of specific topic.
- Translate any documents as needed it.
- Organize, help, analyzed and prepared for any interpretation meeting.

### **Family Resources Home Care (FRHC)**

**September 2010 - Present**

Float, Caregiver Lead & Certificate Nurse Assistant

---

- Assist in the office with administration work, performing care plans according to residents need, answering the phone.
- Float, assistant's co-worker for any need the appears through the day.
- Good communications skill that ensure the stability of family and residents.
- High attention to details, always friendly and helpful.
- Drive clients or residents to different appointments.
- Sensitive to privacy on keeping confidentiality all the time.

### **Providence Mount ST. Vincent West Seattle**

**October 2019 – 2020**

Certificate Nurse Assistant (CAN)

---

- Working under direction of register nurse, occupational therapy and physical therapy, provide direct contact care to resident or client.
- Report direct to the nurse about any change or need o the residents.
- Family support, client or resident support, evaluate any changes in residents' changes.
- Performing vital signs to ensure the resident stability, resolving different problems according to residents need.
- Teamwork with co-worker, while proving a professional work environment.
- Strong leadership, problems-solving and conflict resolution skill.
- Sensitive to privacy on keeping confidentiality all the time.

### **Arbor Village**

**November 2009 – August 2010**

Caregiver & Certificate Nurse Assistant.

---

- Perform resident's assistant with ADL.
- Companionship, compassion, creativity of creating activities to maintain residents in good mood and stability status.

- Participating with management on keep the care plan up the day in any residents or clients need.
- Provide personal care, grooming, shower, dressing, dentures and more.
- Assistant residents in outings, safety environments.
- Provide comfort to residents and family member and many aspects of the care.
- Sensitive to privacy on keeping confidentiality all the time.

## **A Helping Hand Homecare**

**December 2007 – November 2009**

### Caregiving & and client assistant

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- Drive around Seattle are performing caregiving to clients in their home assist them to Doct. Appointments.
- Perform resident's assistant with ADL.
- Companionship, compassion, creativity of creating activities to maintain residents in good mood and stability status.
- Participating with management on keep the care plan up the day in any residents or clients need.
- Provide personal care, grooming, shower, dressing, dentures and more.
- Assistant residents in outings, safety environments.
- Provide comfort to residents and family member and many aspects of the care.
- Sensitive to privacy on keeping confidentiality all the time.

## **Chesterfield Services Inc.**

**January 2006 - December 2007**

### Caregiving & clients assistant

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- Perform resident's assistant with ADL.
- Companionship, compassion, creativity of creating activities to maintain residents in good mood and stability status.
- Participating with management on keep the care plan up the day in any residents or clients need.
- Provide personal care, grooming, shower, dressing, dentures and more.
- Assistant residents in outings, safety environments.
- Provide comfort to residents and family member and many aspects of the care.
- Sensitive to privacy on keeping confidentiality all the time.
- Report to my supervisor any emergency.

## **Education**

- Instituto Departmental Manuel Bonilla,

- |  |                |
|--|----------------|
| Honduras Centro America.   | 1999 -2002     |
| • South Seattle Community College<br>ESL and Computer Classes          | 2006 - 2009    |
| • Highline College Des Moines, WA<br>Nurse Assistant Program           | 2017           |
| • Highline College Des Moines, WA<br>Medical Interpreter Course        | 2018           |
| • Highline College Des Moines, WA<br>Start Zone, Small Business Course | 2018           |
| • Highline College Des Moines, WA<br>Students of Medical Assistant     | 2019 – present |

### **Community and Volunteer work**

- |   |                              |
|---|------------------------------|
| • Present Vice-President of ALAGW and<br>Active member of WeDIB Circle in Washington<br>And affiliate member of NDWA  | 2020 present                 |
| • Life Center Spanish Church<br>Teacher at the care center for children's   | January 2016 - present       |
| • Smile for Christmas<br>Welcoming family, assist with registration,<br>translating Spanish to English (↔) redirecting<br>family to the right direction, volunteering in<br>anything the it needs to be done.                             | December 2017 - present      |
| • United Way Tax Volunteer<br>Spanish speaking tax preparation translating<br>redirecting, computer skills, sharing information<br>with the community about the benefits they can<br>apply for. Communication skills Spanish and English. | January 2013<br>January 2015 |

## Domestic Workers Standards Board

9 Members: Pursuant to CB 119286, all members subject to City Council confirmation, positions 1, 3, 5 and 7 to 2-year terms, positions 2, 4, 6, 8 and 9 to 3-year terms; all subsequent terms shall be 3-years.

- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Other Appointing Authority: Board

### Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	F	NA	1.	Member	Silvia Gonzalez	3/1/21	2/28/24	2	Mayor
6	F	2	2.	Member	Diana Salazar	3/1/19	2/28/22	1	Mayor
6	F	6	3.	Member	Liz Hunter	3/1/21	2/28/24	2	Mayor
6	F	2	4.	Member	Teresa Hills	3/1/19	2/28/22	1	Mayor
	F		5.	Member	Edilka Dominguez	3/1/21	2/28/24	1	City Council
	F		6	Member	Marie Rosembert	3/1/21	2/28/24	1	City Council
6	F	NA	7.	Member	Emily Dills	3/1/21	2/28/24	2	City Council
6	F	3	8.	Member	Dana Barnett	3/1/19	2/28/22	1	City Council
			9.	Member	Estefana Ramirez De Harry	3/1/19	2/28/22	1	Board
6	M	U	10.	Member	Jordan Goldwarg	3/1/20	2/28/22	1	Mayor
2	F	NA	11.	Member	Etelbina Hauser	3/1/20	2/28/22	1	Mayor
			12.	Member	Steven Hooper	3/1/20	2/28/23	1	City Council
6	F	5	13.	Member	Baylie Freeman	3/1/20	2/28/23	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													
Council													
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

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**File #:** Appt 02081, **Version:** 1

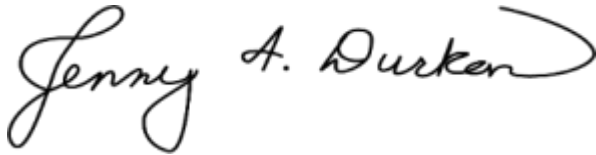
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Appointment of Diana Salazar as member, Domestic Workers Standards Board for a term to, February 28, 2022.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Diana Salazar</i>		
<b>Board/Commission Name:</b> <i>Domestic Workers Standards 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> 3/1/2019 to 2/28/2022  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Citywide</i>	<b>Zip Code:</b> <i>98104</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Diana has been working for the homecare and nursing home workers union, SEIU 775 for two years and has built deep relationships with community organizations through her work. She brings experience as a community organizer, and in policy development across various topics and commitment to racial justice.		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 11/2/21		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>

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



## **Diana Salazar (she/her/ella)**

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### **EDUCATION**

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**University of Oregon,** 2010 - 2014  
Bachelor of Science with Departmental Honors--Double Major  
*School of Arts and Sciences- Ethnic Studies*  
*School of Architecture and Allied Arts- Planning, Public Policy, and Management*

### **EXPERIENCE**

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**Social Justice Campaigns Manager** December 2019 – Present  
SEIU 775, Seattle WA

- Develop and facilitate political education curriculum for staff of 150 and membership base of 40,000 homecare and nursing home workers
- Lead our Solidarity Campaigns through coalitions, lobbying, local election campaigning, support partner organization campaigns
- Provide strategic guidance with Leadership to implement racial justice and equity policies for organization transformational change

**Leadership Development Coordinator** January 2019 - August 2019  
*SOMOS Mayfair*, San Jose, CA

- Coordinate, facilitate multi-lingual and multi-generational learning spaces for organization staff and community leaders. Topics include social justice and skills-based curriculum with a popular education methodology
- Supervise two Program Assistants supporting all program projects

**Community Organizer** April 2015 - November 2018  
*Sacred Heart Community Service*, San Jose, CA

- Organized four different member organizing committees on policy campaigns including: education justice, gender justice, tenant justice and transportation justice
- Co-lead internal equity policies as a member of the Sacred Heart Organizing Roundtable

### **SKILLS / TRAININGS**

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- Fluently bilingual and bicultural in English and Spanish, conversational American Sign Language
- Team oriented and can work independently, attention to detail, takes initiative, meets deadlines
- Microsoft Office 365; Salesforce, Prezi, Canva, Social Media
- Midwest Academy: *Organizing for Social Change* Graduate 2015
- School of Unity and Liberation: *Train the Trainer Popular Education* Training 2015
- Center for Third World Organizing: *Movement Apprenticeship Activist Program*, 2012

## Domestic Workers Standards Board

9 Members: Pursuant to CB 119286, all members subject to City Council confirmation, positions 1, 3, 5 and 7 to 2-year terms, positions 2, 4, 6, 8 and 9 to 3-year terms; all subsequent terms shall be 3-years.

- 6 City Council-appointed
- 6 Mayor-appointed
- 1 Other Appointing Authority: Board

### Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	F	NA	1.	Member	Silvia Gonzalez	3/1/21	2/28/24	2	Mayor
6	F	2	2.	Member	Diana Salazar	3/1/19	2/28/22	1	Mayor
6	F	6	3.	Member	Liz Hunter	3/1/21	2/28/24	2	Mayor
6	F	2	4.	Member	Teresa Hills	3/1/19	2/28/22	1	Mayor
	F		5.	Member	Edilka Dominguez	3/1/21	2/28/24	1	City Council
	F		6	Member	Marie Rosembert	3/1/21	2/28/24	1	City Council
6	F	NA	7.	Member	Emily Dills	3/1/21	2/28/24	2	City Council
6	F	3	8.	Member	Dana Barnett	3/1/19	2/28/22	1	City Council
			9.	Member	Estefana Ramirez De Harry	3/1/19	2/28/22	1	Board
6	M	U	10.	Member	Jordan Goldwarg	3/1/20	2/28/22	1	Mayor
2	F	NA	11.	Member	Etelbina Hauser	3/1/20	2/28/22	1	Mayor
			12.	Member	Steven Hooper	3/1/20	2/28/23	1	City Council
6	F	5	13.	Member	Baylie Freeman	3/1/20	2/28/23	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													
Council													
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

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**File #:** Appt 02082, **Version:** 1

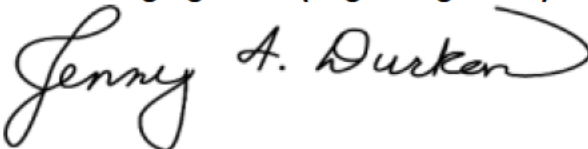
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Appointment of Edna C. Shim as member, Burke Gilman Public Development Authority Governing Council, for a term to December 31, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Edna C. Shim		
<b>Board/Commission Name:</b> Burke Gilman Public Development Authority		<b>Position Title:</b> User Group
<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> 1/1/2021 to 12/31/2023  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> District 4	<b>Zip Code:</b>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Edna Shim is the Senior Director of Regional Government Affairs & Community Relations at Seattle Children's. In that role, she works to advance public education and advocacy agendas to achieve maximum results in keeping with the mission, vision, values and strategic plan. Achieve stakeholder engagement through government affairs communications, education, and advocacy opportunities. She has worked in City Hall with several councilmembers as a legislative aide from 1996 to 2008.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 10/25/21		<b>Appointing Signatory:</b> Jenny A. Durkan Mayor

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

# EDNA C. SHIM

## PROFESSIONAL WORK HISTORY

**SEATTLE CHILDREN'S**, Seattle, WA

2011-present

**Senior Director, Regional Government Affairs & Community Relations**

Advance public education and advocacy agendas to achieve maximum results in keeping with the mission, vision, values and strategic plan.

Achieve stakeholder engagement through government affairs communications, education, and advocacy opportunities.

Collaborate regarding Seattle Children's advocacy and policy initiatives related to healthcare, finance, fee structures, taxation, land use/development, utilities and transportation issues.

Assess legislative, fiscal and policy impacts regarding healthcare, finance, growth management, land use, transportation and public health.

**SEATTLE CITY COUNCIL, Legislative Aide, Seattle, WA**

- |                               |           |
|-------------------------------|-----------|
| • Honorable Sally J. Clark    | 2008-2006 |
| • Honorable Richard J. McIver | 2006-2005 |
| • Honorable Jan Drago         | 2003-2000 |
| • Honorable Margaret Pageler  | 1999-1996 |

**Consultant, Seattle, WA** (partial client list)

- No on Initiative 1082
- WA State Association for Justice (formerly WA State Trial Lawyers)
- Seattle Chinatown International District PDA
- Retain Judge Steven Gonzalez, King County Superior Court
- Retain Judge Mary Yu, King County Superior Court

## BOARD & VOLUNTEER COMMITMENTS

Eastrail Partners, Board President

2020 - present

Growth Management Policy Board

2013 – present

Bellevue Downtown Association

2013 – present

## EDUCATION & CERTIFICATIONS

UNIVERSITY OF WASHINGTON, Seattle, WA

Executive MBA, Foster School of Business

UNIVERSITY OF WASHINGTON, Seattle, WA

Bachelor of Arts – Political Science

HARVARD KENNEDY SCHOOL, Cambridge, MA

Senior Executives in State & Local Government

LEADERSHIP TOMORROW, Seattle, WA

# Burke Gilman Place Public Development Authority

MAY 2021

**9 members** Pursuant to RCW 35.21.730 and Seattle Municipal Code 3.110, **all** members subject to City Council confirmation, 3-year terms:

- **9** Mayor-appointed (including 4 user group positions from Seattle Children's Hospital, PROVAIL, Ronald McDonald House, and The Children Centers)

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1	User Group	Mike Hatzenbeler	1/1/18	12/31/20	5	Mayor
			2	Member	<i>Vacant</i>	1/1/18	12/31/20		Mayor
6	F		3	User Group	Jennifer G. Kelty	1/1/18	12/31/20	4	Mayor
1	F		4	User Group	Edna C. Shim	1/1/21	12/31/23	1	Mayor
			5	Member	<i>Vacant</i>	1/1/21	12/31/23		Mayor
6	F	3	6	User Group	Dianna Finnerty	1/1/18	12/31/20	2	Mayor
			7	Member	<i>Vacant</i>	1/1/18	12/31/20		Mayor
			8	Member	<i>Vacant</i>	1/1/20	12/31/22		Mayor
			9	Member	<i>Vacant</i>	1/1/17	12/31/22		Mayor

## SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other (Specification Optional)	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	1	3			1					3			
Council													
Other													
Total	1	3			1					3			

**Key:** \*D List the corresponding *Diversity Chart* number (1 through 9) – Diversity information is self-identified & voluntary

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

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



## Legislation Text

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**File #:** Appt 02083, **Version:** 1

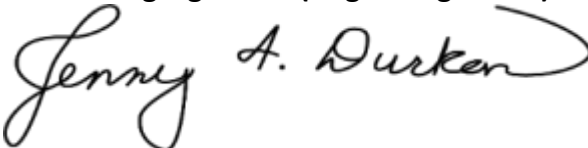
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Reappointment of Chasten Fulbright as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Chasten Fulbright		
<b>Board/Commission Name:</b> Community Roots Housing Public Development Authority		<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> 4/1/2020 to 3/31/2023  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> District 7	<b>Zip Code:</b> 98109	<b>Contact Phone No.:</b>
<b>Background:</b> Chasten Fulbright has been engaged in the Capitol Hill community for over 20 years, leading a homeless ministry from 1995-1998, managing over 30 buildings, and calling it home for many of those years. With over fifteen years of experience in real estate management, Chasten is a founding Principal and "Creative Innovator" at Blanton Turner, where he oversees predevelopment consulting, marketing, and real estate operations.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 10/25/21		<b>Appointing Signatory:</b> Jenny A. Durkan Mayor of Seattle

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



# Chasten Fulbright

## Purpose

Having lived, worked, played, and volunteered on Capitol Hill in various capacities for the past 20 years, the neighborhood is my world. I desire to use my expertise and influence to give back to the neighborhood, ensuring a socially, economically, and environmentally sustainable future.

## Boards

Capitol Hill Housing  
EcoDistrict Steering Committee, 2016-current  
Property Management Committee, 2016-current  
Broadway BIA  
Board Member, 2016-current  
IREM, Western Washington Chapter 27  
President, 2012-2013  
Executive Council, 2009-2014  
Jackson Street Corridor Association  
Secretary, 2010

## Career

### Blanton Turner

Principal | Creative Innovator

Seattle, WA  
5/2011-current

- Founding partner along with four colleagues.
- Oversee marketing, predevelopment consulting and a book of clients.
- Currently managing 4,011 apartments and 1.15Msqft of commercial space amongst 55 buildings with a team of ~165 employees.
- Opened 30 new buildings in Seattle in the last 6 years

### Lorig Management Services, LLC

Portfolio Manager

Seattle, WA  
11/2006-5/2011

- Developed a condominium management division
- Managed 15 properties totaling 1,200 units.

### Wilkinson 1031, LLC

Vice President of Asset Management

Yakima, WA  
9/2005 – 11/2006

- Created a property management company (Wilkinson Asset Management) to oversee properties throughout the Midwest.
- Managed relationships with third-party property management companies for five apartment communities.

### Darco, Inc.

Operations Manager

Seattle, WA  
11/2001 – 9/2005

- Managed 17 multi-family buildings in Seattle, Bellevue and Tacoma.

## Education

Northwest University – B.A., 1999

WA Real Estate Broker – current

Institute of Real Estate Management (IREM) – CPM, 2009

# Community Roots Housing Public Development Authority

OCTOBER 2021

*No less than 11 members and no more than 15 members:* Pursuant to RCW 35.21.730 and Seattle Municipal Code 3.110, *all* members subject to City Council confirmation, 3-year terms:

- 3 Mayor-appointed
- 8 to 12 Other Appointing Authority-appointed (specify): CHH Governing Council

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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2	F	3	10.	Member	Barbara Nabors-Glass	4/1/21	3/31/24	3	Governing Council
6	M	3	11.	Member	Drew Porter	4/1/18	3/31/21	3	Governing Council
6	M	3	12.	Member	Eric Snow	4/1/21	3/31/24	2	Mayor
6	M	7	13.	Member	Chasten Fulbright	4/1/20	3/31/23	2	Mayor
9	F	7	14.	Member	Shalimar M. Gonzales	4/1/20	3/31/23	2	Mayor
4	M	3	15.	Member	Derrick Belgarde	4/1/19	3/31/22	2	Governing Council

## SELF-IDENTIFIED DIVERSITY CHART

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Mayor	2	1								2			1
Council	6	6				4	1	1		5			
Other													
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**Key:**\*D List the corresponding *Diversity Chart* number (1 through 9) – Diversity information is self-identified & voluntary

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



## Legislation Text

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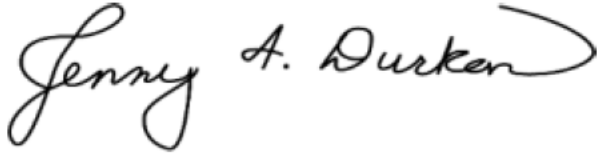
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Reappointment of Shalimar M. Gonzales as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Shalimar M. Gonzales		
<b>Board/Commission Name:</b> Community Roots Housing Public Development Authority		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment <b>OR</b> <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> 4/1/2020 to 3/31/2023  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Hillman City	<b>Zip Code:</b> 98118	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Shalimar is a seventeen-year YMCA professional who started her career working in arts-based youth programs. Shalimar is the current District Executive overseeing YMCA operations in South King County, West Seattle, and Newcastle. She is engaged in national level change management, community development, diversity, inclusion, and equity work, and global capacity building. Shalimar's affiliations include the following organizations: White Center Community Development Association, Totem Star, and Capitol Hill Housing.		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 10/25/21		<b>Appointing Signatory:</b> Jenny A. Durkan Mayor of Seattle

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

## Shalimar M. Gonzales



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### PROFILE

Visionary YMCA leader with excellent organizational management, problem solving and community development skills. Goal oriented manager with proven experience in fundraising, staff and volunteer support and cross-cultural program development.

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### SKILL SUMMARY

- |  |   |
|--|---|
| + Organizational and Project Management            | + Staff and Volunteer Supervision and Development |
| + Marketing and Communications                     | + Program Innovation and Expansion                |
| + Financial Resource Development and Grant Writing | + Community Partnership Creation                  |
| + Cultural Competency Training and Awareness       | + Volunteer Recruitment and Retention             |

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### PROFESSIONAL EXPERIENCE

#### Organizational Management

- Provide organizational leadership, direction and supervision for 189 paid staff, 227 volunteers.
- Developed and implemented an Association-wide Member Engagement, Involvement, and Retention strategy resulting in 200% prospect growth, 4% membership growth, and 2% retention growth.
- Developed, managed and executed strategic plan to deliver high quality services in the areas of youth development, volunteer development, family programs, membership, wellness programs multiple YMCAs.
- Create and manage budget responsibilities for all program areas, totaling over \$8 million annually representing a 63% growth in two years.
- Negotiated and implemented government contracts totaling \$2.5 million annually.
- Provide department leadership, direction and supervision for 10 paid staff and over 45 volunteers.
- Developed and implemented youth recreation and leadership programs emphasizing leadership development through experiential learning opportunities, for over 3,000 low-income youth.

#### Financial Development

- Cultivated strategic relationships with community leaders and donors to further develop and enhance their connection, commitment and support of youth work and securing individual gifts ranging from \$10,000- \$30,000.
- Identified, researched and executed grant writing for programs from private and public funding sources.
- Functioned as fundraising lead, raising over \$200,000 annually.
- Grew \$1,000+ donors from 15 to 45 within a two year period.

#### Program Design and Expansion

- Trained and cultivated YMCA staff in principles of innovative design thinking and human centered design processes.
- Worked with multiple cross-functional teams to develop, prototype and implement new program offerings throughout the national YMCA movement including *LiveStrong at the YMCA*, *Youth Violence Prevention (My Brother's Keeper)*, and the *Diabetes Prevention Program*.

#### Community Partnership and Collaborations

- Developed regional partnerships with health agencies such as International Community Health Services, Yesler Community Collaborative, and Seattle Indian Health Board resulting in new programs and funding for the YMCA of Greater Seattle.
- Developed and managed partnership with Blue State Digital to increase marketing penetration resulting in a 110% increase in online traffic and online guest pass downloads for the YMCA of Metropolitan Los Angeles.

#### Volunteer Management and Supervision

- Grew board of directors from 3 members to 10 members in less than 2 years, growing board fundraising from \$14,000



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## Legislation Text

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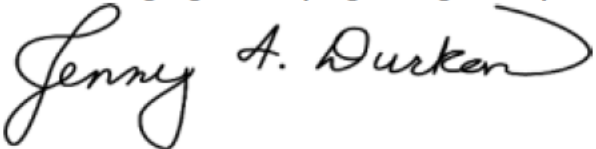
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Reappointment of Eric Snow as member, Community Roots Housing Public Development Authority Governing Council, for a term to March 31, 2024.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Eric Snow		
<b>Board/Commission Name:</b> Community Roots Housing Public Development Authority		<b>Position Title:</b> Member
<input type="checkbox"/> Appointment <b>OR</b> <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		<b>Term of Position: *</b> 4/1/2021 to 3/31/2024  <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> Eric is currently the President/COO for The Fresh Toast, a new media startup. Prior to that, he served in both regional and national leadership roles for the American Heart Association, including COO and other strategic planning positions. Eric has been a resident of Capitol Hill for over 10 years and a Seattle resident his whole life. He has extensive nonprofit board experience including serving as President of the Board of Lifelong and Past President and board member of Coyote Central. He brings over 25 years' experience in technology and operations leadership and has a proven track record of leading organizations through major change initiatives. Eric is a graduate of the University of Washington with a BA in Economics and lives with his husband and two children in north Capitol Hill.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 10/25/21		<b>Appointing Signatory:</b> Jenny A. Durkan Mayor

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## Eric Snow



### Leadership

Over 25 years' experience in technology and operations leadership positions from both a staff and board perspective. Proven track record of leading for-profit and non-profits through major change initiatives including mergers, leadership changes, and financial challenges. Delivering value to an organization through the use of a strong strategic planning process and development of key performance indicators. Current experience in media, healthcare, social services and childhood education. Strong IT, Finance, Facilities and HR experience within large (\$800 million) and small (\$2 to \$15 million) organizations.

### Work Experience:

#### Digital Director

Project Coco  
2015-Present

Providing technological oversight and leadership for new media company based in Seattle and New York with a January 2016 launch. Main focus on delivering a digital content platform enabling the distribution to multiple endpoints by working with design Firms and consultants in the media industry.

- Overall Strategic Planning
- Digital Engagement Strategies
- Organizational Planning
- Program Management

#### IT/CIO/COO Consulting

Center for Digital Business Transformation  
2014-Present

Focused on providing both **Advisory** and **Consulting** Services to small and mid-sized companies in the non-profit sectors including:

- Overall Strategic Planning
- Interim CIO/COO Staffing
- Digital Engagement Strategies
- Talent Development
- Organizational Planning
- IT Assessments
- Building Business Technology Frameworks
- Program Management

Coyote Central

**Vice President - Board of Directors (Present)**

Coyote Central challenges young adolescents to build competence and creativity through hands-on workshops with professionals in creative fields. Independent problem-solving with sophisticated skills at Coyote builds adolescents' confidence and expands their sense of personal possibility.

Mary's Place

**Pro-Bono Consulting (Present)**

Empowering homeless women and families to reclaim their lives by providing shelter, nourishment, resources, healing and hope in a safe community.

American Heart Association

**Director, Business Relationship Management**

2006 – 2013

- Built a Business Relationship Management team (8-10) which provided day to day integration into business units for the purpose of developing technology solutions that deliver on the organizations strategic plan.
- Developed tools to enable facilitation of solution scenario planning sessions, creating/tracking technology roadmaps, developing funding proposals and quantifying and validating business value through a business technology framework.
- Team supported over 20 lines of business with a technology spend of \$5-6 million per year.
- Led architecture review team for the purposes of consistent enterprise solution strategy based on business directions.

American Heart Association

**Director, Program Management Office**

2006 – 2013

- Responsible for building and maintaining a Program Management Office team (20+) including Project Managers, Business Analysts, Trainers and Change Management staff.
- This team delivered high priority solutions for the organization by adopting industry best practices around methodologies and standards (Waterfall, agile, ITIL, etc.), along with demand management practices based on a governance framework.
- Track and report on Key Performance Indicators for the organization.
- Typical Portfolio included managing an average of 40 projects costing \$15-20 million per year including staff costs.
- Major accomplishments included multiyear development of organization grant application system (grants@heart), major ERP implementations and 30+ Web property based projects,

American Heart Association

**Senior Vice President, Corporate Operations (COO)**

2003-2006

- Responsible for all operations within a 10 state region (Pacific Mountain Affiliate) with Revenues of \$35 million.
- Successfully oversaw the merger of three existing regions into one with consolidation of systems, staff, facilities, policies and procedures and volunteer management in a twelve month period.
- Facilities: Opened, moved or closed over 30 sites during 4 year period. Included lease negotiation, build outs, staffing and training with onsite personnel.
- Finance: Overall budgeting responsibilities and development of financial metrics with reporting responsibilities to volunteer committee.
- Human Resources: Managed overall aspects of HR for 250 staff including hiring and development.
- Information Technology: Significant responsibility to drive operational efficiencies through the use of technology and general oversight of IT strategies and daily operations.
- Grants: Responsible for regions participation in the grant application process covering the budgeting, review and reporting processes.
- Board & Committees: staffed and supported both the Board of Directors and the Operations and Finance committee. Responsible for recruitment, relationship building and reporting.

Lifelong

**Board of Directors (President 2010)**

2006-2012

Lifelong's mission is to empower people living with or at risk of HIV/AIDS to lead healthier lives. Responsible for overall strategic planning and oversight for the \$20-\$25 million organization.

- Spokesperson for the organization including involvement in the international ANSA (AIDS Nutrition Services Alliance)
- On the ground visit to Cape Town Townships and the local Ikamva Labantu organization.
- Led Executive Director Search committee during 2011.

American Heart Association

**Vice President, Information Technology - Northwest Affiliate**

1998-2002

- Responsible for all aspects of Information Technology within the Northwest Affiliate (Alaska, Idaho, Montana, Oregon and Washington).
- Responsibilities included Infrastructure, networking, customer support, project management, staff management, and budget development.

**Education:**

University of Washington

B.S., Economics

Center for Creative Leadership

Strategic Leadership Course

Rome Betts Award Winner (Technology)

**Skills:**

Strategic Planning, Relationship building, Team Development, Portfolio Management, KPI, Exchange, Lync, Microsoft Dynamics, Vendor Negotiations, Budget Management, Security, Infrastructure, Mobile, KT Decision Making, SharePoint, Governance Structure design, Program/Project Management, Microsoft SharePoint, Office365, Dynamics, ATG, Exact Target, Blackbaud, PeopleSoft, Oracle E1, Workforce, Siebel, Microsoft Project.

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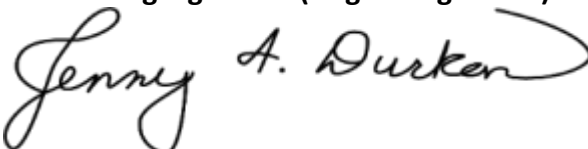
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Appointment of Sally J. Clark as member, Seattle Housing Authority Board, for a term to March 20, 2025.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Sally J. Clark</i>		
<b>Board/Commission Name:</b> <i>Seattle Housing Authority Board</i>		<b>Position Title:</b> <i>Commissioner</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> 3/21/2021 <b>to</b> 3/20/2025  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Seward Park</i>	<b>Zip Code:</b> <i>98118</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Resume Attached</i>		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 10/29/21		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor</i>

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## **SALLY J. CLARK**



### **Director of the Office of Regional and Community Relations, University of Washington**

#### **May 2015-Present**

Responsible for helping the University of Washington be the best neighbor and regional citizen it can be. Seek and build connections with local government, surrounding neighborhoods and the greater Puget Sound area in support of UW excellence in academics and service. Advocate with policy makers on behalf of priorities that further the mission of the University.

Responsibilities include working with campus leadership, faculty, staff and students to develop partnerships inside and outside campus, while also serving as a representative and conduit for outside parties seeking University partnership. Key subjects include urban affairs (affordability, homelessness, mobility), neighborhood collaboration and land use. Frequent collaborator in University efforts to increase access affordable housing for lower wage staff and faculty and in amplifying the University's work on ending homelessness. Lead staff person for University's hosting of Tent City 3 in winter 2017 and winter 2021. Participation in regional COVID-19 response and recovery committees.

- U District Partnership Board of Directors
- Downtown Seattle Association, Policy Committee
- Chair of Arboretum Botanical Gardens Committee

#### **Councilmember, City of Seattle, February 2006-April 2015**

- Committee on Housing Affordability, Human Services & Economic Resiliency, Chair 2014-2015
- Council President 2012-2013, department operations and budget lead
- Seattle-King County Board of Health, Member 2006-2015
- Association of Washington Cities, Board of Directors
- King County Committee to End Homelessness, Board
- Puget Sound Regional Council Economic Development District, Vice Chair 2015

Appointed to Seattle City Council in January 2006. Three successful citywide elections. Over-arching goal to make Seattle safer, more affordable, and more sustainable. Focus on support for neighborhood-driven urban growth strategies; building development rules that prioritize housing access, equity and community character; job training and safety net support; and housing affordability and community health. Strengths in strategic planning, project execution, stakeholder relations, and advocacy.

#### *Neighborhood-driven urban growth strategies*

- Led the effort to revisit and refresh Seattle's neighborhood plans, carried forward through urban design frameworks and transit community planning with a focus on affordability and whole-community health and prosperity.

#### *Development rules that prioritize access, equity and community character*

- Led Council's revamp of the City's Multi-Family Code, the design rules for low-scale apartments.
- Partnered with community to define Seattle's Pike/Pine neighborhood as a conservation district preserving the area's historic buildings while welcoming new development.
- Led Council's review and approval of the Seattle Children's Hospital Major Institution Master Plan update and the Yesler Terrace neighborhood rezone for greater density, affordability and livability.



#### *Economic development, job training and safety net support*

- Led Council's push for Priority Hire, through which City of Seattle capital projects employ a steadily increasing number of apprentice and journey level workers from low-income zip codes in the Seattle area.
- Brought "Bank-On Seattle-King County" to reality making access to wealth-building possible for previously marginalized communities, primarily people of color.
- Strong proponent of pre-apprenticeship, apprenticeship and WMBE development.

#### *Housing affordability*

- Led Council's adoption of Seattle's incentive zoning, the first requirement for affordable housing or payment-in-lieu as a part of new development outside the Downtown Seattle core.
- Worked to build and secure passage of Seattle's 2007 affordable housing levy.

### **Lifelong AIDS Alliance, July 2004-February 2006**

#### *Director, Community Resources*

Executive-level program director for this non-profit agency serving people living with HIV/AIDS in King County. Oversaw strategy and day-to-day work of Community Resources Division -- Volunteer Services, HIV Education/Prevention, and Government Affairs (advocacy at regional, state and federal levels). Represented the agency at county, state and federal levels on issues including Ryan White CARE Act funding, HOPWA and Medicaid.

### **Martin Luther King County Council, January 2004-June 2004**

#### *Legislative Aide, Councilmember Bob Ferguson*

Devised, implemented communications and community involvement strategy. Lead staff on transportation policy.

### **Evans School of Public Policy & Governance, 2003**

#### *Marketing and Logistics*

Marketing and one-on-one student recruitment for the Executive Master of Public Administration program. Lead staff for course materials and student support.

### **Northwest Association for Housing Affordability, 2002**

Program Director for small non-profit dedicated to maintaining housing affordability in rural communities through tax credit renewal.

## **EDUCATION & PROFESSIONAL DEVELOPMENT**

#### **University of Washington**

M.P.A. Daniel J. Evans School of Public Policy & Governance

B.A. Political Science

B.A. Spanish

#### **Aspen Rodel Fellow in Public Service Leadership,**

Class of 2012

#### **La Universidad de Granada, Granada, Spain**

Spanish literature, history, and culture studies

#### **Senior Executives in State & Local Government, John**

**F. Kennedy School of Government, Harvard University, 2012**

#### **El Colegio de Mexico, Mexico City, Mexico**

Contemporary Mexican politics and culture studies

## **BOARDS & VOLUNTEER**

### **City of Seattle Maritime & Industrial Strategy**

#### **Advisory Committee**

Co-Chair

2019-present

### **Seattle Jobs Initiative**

Boardmember

2015-present

### **Alliance for Gun Responsibility**

Board member

2015-present

### **King County Sexual Assault Resource Center**

Advisory Board, Member

2019-present

## **PRESENTATIONS/ARTICLES/STUDY MISSIONS**

Multiple presentations and panels on regional urban planning and land use

2018-present

Regarding University of Washington's renewal of its Seattle Campus Master Plan, the blueprint for campus development, including equitable development principles, and land use/zoning legislation at the municipal level

ARCADE Architecture/Design in the Northwest

Summer 2011

"Building the Case for Rainier Beach," advocating infrastructure investment in one of Seattle's underserved neighborhood gems.

iSUSTAIN Global Best Practices in Urban Sustainability Study Mission

Copenhagen and Malmo, September 2010

Focus on district energy systems and bicycle infrastructure

iSUSTAIN Global Best Practices in Urban Sustainability Study Mission

Havana, Cuba, February 2010

Focus on urban infrastructure development, including historic preservation

9<sup>th</sup> New Partners for Smart Growth -- Building Safe, Healthy and Livable Communities

February 2010, Seattle

Presenter: "A Revolutionary Approach: Bringing an Equity Focus to Smart Growth by Engaging Marginalized Communities"

American Planning Association National Conference

March 2009, Minneapolis

Presenter: "Saving Blue Collar Industrial Jobs"

# Seattle Housing Authority Board

7 Members: Pursuant to *Resolution 29821 and RCW 35.82*, all members subject to City Council confirmation, 4-year terms:

- # City Council-appointed
- 7 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
2	F	N/A	1.	Resident	Twyla Minor	10/01/18	9/30/22	1	Mayor
2	M	N/A	2.	Commissioner, Vice-chair	Gerald Smiley	3/20/19	03/19/23	2	Mayor
6	M	N/A	3.	Commissioner, Chair	Paul Purcell	12/02/18	12/01/22	2	Mayor
2	M	N/A	4.	Commissioner	Robert Crutchfield	12/02/18	12/01/22	2	Mayor
2	F	N/A	5.	Commissioner	Paula L. Houston	3/20/20	3/19/24	2	Mayor
3	M	N/A	6.	Resident	Rita Howard	3/21/19	3/20/23	1	Mayor
6	F	N/A	7.	Commissioner	Sally J. Clark	3/21/21	3/20/25	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	4				5				2			
Council													
Other													
Total	3	4				5				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

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**File #:** Res 32029, **Version:** 2

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### CITY OF SEATTLE

### RESOLUTION \_\_\_\_\_

A RESOLUTION adopting General Rules and Procedures of the Seattle City Council; superseding Resolution 31920.

WHEREAS, by Resolution 31920, the Seattle City Council adopted "General Rules and Procedures of the Seattle City Council" to govern both its internal management and the procedures available to the public, in conformance with the City Charter and the customary practice of legislative bodies; and

WHEREAS, the Council conducted a biennial review of its procedures and rules that guide and facilitate Councilmember duties and meeting deliberations; and

WHEREAS, revisions include expansion and clarification of the rules; NOW, THEREFORE,

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:**

Section 1. The City Council adopts Attachment 1 to this resolution, the "General Rules and Procedures of the Seattle City Council."

Section 2. The adopted General Rules and Procedures of the Seattle City Council apply to City Council and meetings starting January 1, 2022.

Section 3. Resolution 31920 shall be superseded on January 1, 2022.

Section 4. The City Council will review the General Rules and Procedures by April 30, 2022 to determine whether and how to move to a session-based calendar process.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by  
me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - General Rules and Procedures of the Seattle City Council

Appendix A - List of Non-Suspendible Rules



**City of Seattle**  
**Legislative Department**

# **General Rules and Procedures of the Seattle City Council**

**(As adopted by Resolution \_\_\_\_\_, \_\_\_\_\_ )**

**GENERAL RULES AND PROCEDURES  
OF THE SEATTLE CITY COUNCIL**

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## **GENERAL RULES AND PROCEDURES OF THE SEATTLE CITY COUNCIL**

### **I. COUNCIL COMPOSITION, POWERS, AND DUTIES**

#### **A. Council – General Authority; Annual Report; Legislation Retirement.**

1. The City Council shall establish rules for its proceedings.\*
2. As the Legislative branch of City government, the City Council shall establish policy for the City.
3. The City Council has the authority to create and use committees of its members to facilitate its legislative functions; provided that no committee of the Council and no individual member of the Council shall have or exercise executive or administrative power, except as provided in the Charter.†
4. The Council has authority to punish its members and others for disorderly or otherwise contemptuous behavior in its presence, and to expel for such behavior in its presence any members by the affirmative vote of not less than two-thirds of its members, specifying in the order of expulsion the cause thereof.‡
5. The Council shall produce an Annual Legislative Report, as designated by the President. The report shall identify accomplishments of the Council in the preceding year and objectives of the Council for the coming calendar year, in a report format determined by the President.
6. Council Bills, Resolutions, Clerk Files, and Appointments in committee or before the City Council for at least one year prior to March 1<sup>st</sup> of each year shall be considered for retirement.
7. Throughout these Rules, “City Council” is used when referring only to the body that meets at regular meetings as described in Rule II.A and actions taken by that body, regardless of meeting type. “Council” is used when referring to the City Council or any subdivision of it, as the context requires.

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\* Charter, Art. IV, § 4.

† Charter, Art. IV, § 4.

‡ Charter, Art. IV, § 4.

**B. Members – Abbreviated as CMs; General Duties; Protest of Actions.**

1. Members of the City Council, or Councilmembers, are abbreviated as CMs throughout these Rules.

2. CMs shall:

- a. Uphold the public trust and demonstrate integrity, honesty, and fairness;
- b. Exercise budget and fiduciary responsibility;
- c. Be responsive to citizens; and
- d. Disqualify themselves from acting on City business when disqualification is required by the City's Code of Ethics<sup>\*</sup>, by common law, or by the Appearance of Fairness Doctrine.

(See "Council Rules for Quasi-Judicial Proceedings Before the City Council" as adopted by Resolution 31602.)

(See Rule V.A.1 Voting Required.)

3. Any CM may protest against the action of the City Council upon any question and have the oral objection entered upon the Journal of the Proceedings. If the protesting CM wishes the Journal of the Proceedings to contain a written objection, the objection shall be filed with the Office of the City Clerk within 48 business hours following the action being objected.

**C. President – Appointment; Duties.**

1. Biennially, and also whenever the position of President becomes vacant, the City Council shall elect from its members a President who shall perform the usual functions of a presiding officer.<sup>†</sup>

2. The President may be removed by the affirmative vote of not less than two-thirds of all CMs.<sup>‡</sup>

3. The President shall:

a. Preside over City Council meetings.

i. Call the City Council to order at the hour appointed for City Council meetings, or at the hour to which the City Council shall have adjourned at the preceding session.

ii. Proceed with the order of business if a quorum is in attendance.

---

<sup>\*</sup> SMC Chapter 4.16.

<sup>†</sup> Charter, Art. IV, § 4.

<sup>‡</sup> Charter, Art. IV, § 4.

b. Sign all Bills in authentication of their passage in open session\* and sign all Resolutions in authentication of their adoption.

c. Promote efficient operation of the Council, including setting the City Council agenda and expediting parliamentary debate, or if there is no objection from any other CM, expediting the passage of routine motions.

d. Preserve order and decorum within the Council Chamber when acting as a presiding officer.

e. Assign legislation to committees.

f. Monitor committee agendas to ensure issues are appropriate to respective committees, and within the scope or work program of said committee, or as otherwise assigned.

g. Act as Mayor in the Mayor's absence from the City or incapacitation.†

i. The President may simultaneously serve as President and act as Mayor; however, when the President, acting as Mayor, is confronted on a particular matter with a conflict of duties and responsibilities so fundamental that the public interest requires it, the President shall act as Mayor only.

ii. If, under Charter Art. XIX, § 6.B, the President declines to become Mayor upon a Mayoral vacancy, the Council's duty to select one of its members to become Mayor shall be performed within five days of the President's declination.

h. Head the Legislative Department‡, including providing for the orientation of new CMs.

4. The President may speak to points of order, inquiry, or information in preference to other CMs. The President shall, with respect to a question of order: decide the question (which decision is appealable to the City Council by any CM); or submit the question to CMs to decide by a majority of CMs present and voting.  
(See Rule IV.G Point of Order.)

5. While speaking upon any question before the City Council, the President shall have the right to turn the Chair over to the President Pro Tem.

---

\* Charter, Art. IV, § 11.

† Charter, Art. V, § 9.

‡ Charter, Art. III, § 3.

6. The President may create select or other non-standing committees as provided in Rule VII.A.

7. As provided by Rule VI.B, the President shall not serve as the Chair or Vice-Chair of the Finance Committee.

**D. President Pro Tem – Designation; Duties.**

1. Biennially, the City Council shall designate by Resolution a list of Presidents Pro Tem. The list shall start with the most senior CM other than the President and continue in descending order of seniority, with alphabetical order of last name used to break ties, and the position shall rotate monthly. In the case of a City Council vacancy and subsequent appointment, the appointee shall fill the position of the departed CM in the rotation.

2. In the absence of the President Pro Tem, the CM designated for the next month shall act as President Pro Tem.

3. The President Pro Tem shall:\*

a. Act as President in the case of incapacitation or absence of the President.

b. Act as President when the President, acting as Mayor, is confronted with a conflict of duties and responsibilities so fundamental that the public interest requires it.

(See Rule I.C.3.h President.)

---

\* Charter, Art. V, § 9.

## II. CITY COUNCIL MEETINGS

### A. Regular Meetings – Time; Location; Quorum; Preliminary Agenda.\*

1. The City Council shall meet each Tuesday except as listed below. Regular meetings shall convene at 2 p.m., and the City Clerk shall enter the time of adjournment in the Journal of the Proceedings.

a. If a Tuesday is a legal holiday, then the regular meeting shall be held on the next day that is not a legal holiday.

b. Regular meetings are not held on the Tuesdays following the last two Mondays in the months of August and December.

c. Any regular meeting may be canceled by the President or a majority vote of CMs.

2. Regular meetings are held at Seattle City Hall in the Council Chamber. The City Council may meet at another location in the event of an emergency or disaster.<sup>†</sup>

3. A quorum consists of a majority of all nine CMs except as listed below.<sup>‡</sup>

a. During a declared emergency under Article V, § 2 of the Charter, a quorum shall for all purposes consist of a majority of all CMs who are available to participate in City Council meetings and are capable of performing the duties of the office; and in such a declared emergency for all purposes, the City Council shall consist of a majority of such CMs available to participate in regular City Council meetings.

b. Except when Rule II.A.3.a applies, in order to select a person to fill a vacancy on the City Council, a quorum shall consist of a majority of those CMs currently holding office.

4. Less than a quorum of CMs may adjourn from day to day, or until the next regular meeting, and may compel the attendance of absent members in such a manner and under such penalties as the City Council prescribes.<sup>§</sup>  
(See Rule II.D.3 Attendance.)

5. Preliminary agendas of upcoming regular meetings shall list items on which action is expected to be taken and shall be made available to the public. All reasonable effort shall

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\* Charter, Art. IV, § 6.

† Charter, Art. IV, § 6.

‡ Charter, Art. IV, § 3.

§ Charter, Art. IV, § 3.

be made to publish the preliminary agenda online at least two business days prior to the meeting.

6. If a CM is not able to be present at a regular City Council meeting under Rule II.D.4, the CM may participate and vote by any electronic means (e.g., multi-party telephone or video conferencing) utilized by the Council for such purpose. If the CM is unable to participate electronically, the CM shall inform the President and City Clerk as soon as practical.

**B. Special Meetings – Calling; Notice; Limitations; Location.**

A special meeting is a meeting held at a time, date, or location that differs from a regular meeting.

1. The Mayor, the President of the City Council, or any three CMs may call a special meeting.\*
2. Notices of special meetings shall be in accordance with RCW 42.30.080.
  - a. The only items of business for which final action may be taken at a special meeting are those items listed on the written notice.
  - b. Special meetings are held in the Council Chamber in Seattle City Hall unless: a specific alternate location is established by the party calling the meeting, whether the Mayor, the President, or three CMs; and notice as required under RCW 42.30.080 is given.
3. If a CM is not able to be present at a special City Council meeting, and if approved by a majority of CMs present and voting at the meeting, the CM may participate and vote by any electronic means (e.g., multi-party telephone or video conferencing) utilized by the Council for such purpose.
4. If a CM is not able to be present at a special City Council meeting under Rule II.D.4, the CM may participate and vote by any electronic means (e.g., multi-party telephone or video conferencing) utilized by the Council for such purpose. If the CM is unable to participate electronically, the CM shall inform the President and City Clerk as soon as practical.

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\* Charter, Art. IV, § 6.

**C. Emergency Meetings – Calling; CMs’ Electronic Attendance.**

1. Emergency City Council meetings may be called by the Mayor, President, or any two CMs, consistent with the provisions of chapter 42.30 RCW and RCW 42.14.075.\*
2. Meeting time, location, and notice requirements do not apply to emergency meetings called for emergency matters as permitted by RCW 42.30.070, RCW 42.30.080, and RCW 42.14.075.
3. Emergency meetings are open to the public unless exempt under chapter 42.30 RCW.
4. If a natural disaster, fire, flood, earthquake, enemy attack, imminent enemy attack, or other catastrophic emergency that renders a CM’s physical attendance at a meeting impracticable, or if approved by a majority of CMs present and voting at an emergency meeting, the CM may participate and vote by any electronic means (e.g., multi-party telephone or video conferencing) utilized by the Council for such purpose.
5. If a CM is not able to be present at an emergency City Council meeting under Rule II.D.4, the CM may participate and vote by any electronic means (e.g., multi-party telephone or video conferencing) utilized by the Council for such purpose. If the CM is unable to participate electronically, the CM shall inform the President and City Clerk as soon as practical.

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\* Charter, Art. IV, § 6.



**D. Attendance – Requirements; Excuses.**

1. CMs shall attend all regular City Council meetings, unless excused by the City Council.
2. A CM may obtain a leave of absence or be excused from a particular meeting by vote of the City Council before or during the meeting to which the leave of absence or excuse would apply.
3. Three CMs, including the President or President Pro Tem acting in the capacity of the President, or four CMs otherwise, may compel the attendance of absent unexcused CMs at the City Council meeting, and may adjourn from day to day if necessary until a quorum can be convened.\*
4. A CM shall be granted a leave of absence by submitting written notice to the President as soon as practical of a personal situation that would entitle a City employee to family and medical leave, paid parental leave, or paid family care leave under Seattle Municipal Code (SMC) Sections 4.26.010, 4.27.020, or 4.29.020. The notice shall give a reasonable estimate of dates to which the leave of absence shall apply.
5. No more than four CMs may be excused from any one City Council meeting, except during November budget deliberations, when no more than two CMs may be excused from any one City Council meeting.
6. If the maximum number of CMs has been excused for any one particular meeting, the last CM so excused shall be considered on-call. An on-call CM may make arrangements with any other excused CM to switch on-call status. Any such switch must be communicated with the President and the City Clerk.
7. The City Clerk shall record the attendance and requests for excused absence(s) from City Council meetings in the Journal of the Proceedings.

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\* Charter, Art. IV, § 3.

### **III. CITY COUNCIL BUSINESS**

#### **A. Legislation – Introduction; Referral; Requirements.**

##### **1. Introduction of Legislation.**

- a. All submitted legislation shall be reviewed by the City Clerk before it is sent to the Council President.
- b. All Council Bills and Resolutions shall include a Summary and Fiscal Note.
- c. The President shall assign the appropriate committee or City Council to receive the legislation and determines when to send the legislation to the committee chair. If a primary sponsor of legislation requests that the Council President place legislation onto the Council's Introduction and Referral Calendar without the support of the Chair of the committee with subject matter jurisdiction for doing so, then the Council President will confer with the Chair of the standing or select committee with subject matter jurisdiction prior to placing the legislation on the Introduction and Referral Calendar regardless of whether the legislation in question is routine or time sensitive.
- d. The committee chair determines whether and when to place the legislation onto the Council's Introduction and Referral Calendar. Any CM may be the primary sponsor of legislation, but the Council President may choose to include selected legislation on the Council's Introduction and Referral Calendar as "Executive Requested" or "[Department] Requested Legislation" (i.e., naming the department who generated the legislation) rather than including a CM as sponsor. Prior to introduction by the Council, additional sponsors of the legislation may be added with consent of the primary sponsor, except that sponsors added outside an open session shall not cause the total number of sponsors to meet or exceed a quorum of its assigned committee (or City Council if there is no assigned committee).
- e. When adoption of the Introduction and Referral Calendar is being considered during each City Council meeting, it may be modified by a majority vote of CMs present and voting. Modifications include amendment to titles, committee referral, sponsorship, and removing or adding legislation.
- f. After the Introduction and Referral Calendar is adopted, legislation is in the control of the referred committee or City Council.
- g. Before final passage by the Council, additional sponsors of the legislation may be added in open session with consent of the primary sponsor.

##### **2. Relieving a Committee of Legislation.**

The City Council may relieve a committee of legislation in one of two ways:

- a. With consent from the current committee chair, the proposed committee chair, and the President, legislation may be re-referred to the proposed committee on the Introduction and Referral Calendar; or
  - b. A motion to relieve the committee may be considered at the City Council meeting during consideration of the adoption of the Introduction and Referral Calendar and requires a majority vote of CMs present and voting.
3. A Resolution shall not be adopted at the same meeting at which it is introduced except by passage of at least two-thirds vote of CMs present and voting, except that resolutions pursuant to SMC Chapter 10.02 to terminate civil emergencies require at least two-thirds vote of all CMs.
4. Resolutions not on the City Council Introduction and Referral Calendar or City Council agenda shall not be added for introduction and adoption at the same City Council meeting unless previously reviewed by the Law Department and circulated via email to all CMs, the Central Staff Director, and the City Clerk by 5:00 p.m. on the preceding business day.
5. Council Bills not on the City Council Introduction and Referral Calendar shall not be added to the Introduction and Referral Calendar for introduction at the same City Council meeting such action is requested unless previously reviewed by the Law Department and circulated via email to all CMs, the Central Staff Director, and the City Clerk by 5:00 p.m. on the preceding business day.
6. A Bill shall not be introduced and passed at the same meeting, except for the weekly Bill for payment of bills, salaries, and claims.\*
7. No Bill shall become an Ordinance unless on its final passage at least a majority of all nine CMs vote in its favor.† In some cases, passage requires more than a majority vote.
8. Amendments to Bills and Resolutions shall not be presented at a City Council meeting unless previously reviewed by the Law Department and circulated via email to all CMs, the Central Staff Director, and the City Clerk at least two hours before the meeting. In cases, including but not limited to, amendments to development regulations subject to the Growth Management Act, a statute may require additional public notice and opportunity for public comment before an amended Bill may be passed.

## **B. Order of Business.**

1. The President shall announce the business of the City Council at its regular meetings, which shall ordinarily be disposed of in the following order:

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\* Charter, Art. IV, § 8.

† Charter, Art. IV, § 8.

- a. Call to Order
- b. Roll Call
- c. Presentations
- d. Approval of the Journal
- e. Approval of the Introduction and Referral Calendar
- f. Approval of the Agenda
- g. Public Comment
- h. Payment of Bills, Claims, and Salaries
- i. Committee Reports (discussion and vote on Bills, Resolutions, Clerk Files, and Appointments)
- j. Adoption of Other Resolutions
- k. Other Business
- l. Adjournment

2. Upon the passage of each Bill, the President shall announce that the President is signing the Bill, and if so requested by any CM, that Bill shall be read at length so as to ensure its correctness before it shall become enrolled.\*

#### **C. Reconsideration of Vetoed Bills.†**

1. The City Council shall reconsider and vote again on the passage of any Bill that is vetoed by the Mayor, in accordance with the Charter.
2. Reconsideration shall occur not less than five days after the Mayor's written objection of the Bill is published, and not more than 30 days after the return of the Bill by the Mayor.
3. Passage of a Bill during reconsideration shall be by two-thirds vote of all the CMs.
4. Any Bill presented to the City Council for reconsideration that does not pass during the first vote of reconsideration shall be deemed finally lost.

#### **D. Journal of the Proceedings.**

1. The City Clerk shall record into the Journal of the Proceedings of the Seattle City Council the proceedings of the City Council at its regular and special meetings, and recommendations to the City Council by committees.
2. The Journal of the Proceedings shall be presented to the City Council for approval at a regular City Council meeting.

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\* Charter, Art. IV, § 11.

† Charter, Art. IV, § 12.

3. The Journal of the Proceedings is a public document.

## **IV. PARLIAMENTARY PROCEDURES**

If these General Rules and Procedures are silent on a matter of parliamentary procedure, the 12th Edition of Robert's Rules of Order Newly Revised shall govern the Council in all cases to which it is applicable.

### **A. Rules of Debate.**

When any CM wishes to speak, the CM shall address the Chair.

1. When recognized, the CM shall, in a courteous manner, confine comments to the question under debate.
2. The CM who sponsors a Bill, Resolution, Clerk File, Appointment, or motion has the privilege of speaking first and last upon it.
3. No CM shall impugn the motives of any other CM, or speak more than twice except for explanation during the consideration of any one question.

### **B. Consideration of Motions.**

1. No motion shall be entertained or debated until duly seconded and announced by the Chair.
2. The motion shall be recorded and, if requested by any CM, it shall be read by the City Clerk before it is debated.
3. Until the Chair states the question, the maker of the motion has the right to modify or withdraw it. If the motion is modified by the maker before the Chair states the question, the CM who seconded the motion may withdraw the second.
4. Motions shall be entertained in the order of precedence outlined in the 12th Edition of Robert's Rules of Order Newly Revised.

MOTION TO:	Debatable?	Amendable?	Vote?	May be reconsidered?
Adjourn	No	No	Maj	No
Recess	No	Yes	Maj	No
Reconsideration (Rule V.G)	Yes	No	Maj	No
Lay on the Table (Rule IV.J)	No	No	Maj	Yes
Take from the Table (Rule IV.K)	No	No	Maj	No
Call the Question (Rule IV.H)	No	No	2/3	Yes
Postpone to a Certain Time (Rule IV.I)	Yes	Yes	Maj	Yes
Commit or Refer to a Committee	Yes	Yes	Maj	Yes
Amend or Substitute	Yes	Yes	Maj	Yes
Postpone Indefinitely (Rule IV.L)	Yes	No	Maj	Affirmative vote may be reconsidered
All motions must be seconded to be entertained or debated. See Rule IV.B.1.				

### C. Amendment Form.

1. CMs may offer for consideration amendments to proposed legislation to the body considering that legislation, whether at a City Council, select, or standing committee meeting. An amendment is a pending motion until it is voted on. Amendments to legislation must be written in accordance with City Clerk amendment standards. Motions to amend legislation must be seconded, are debatable, and require a majority vote of CMs

present and voting to be adopted. Proposed amendments should take the form of either:

- a. To insert, or to add language;
- b. To delete language;
- c. A combination of *a* and *b* having the following forms:
  - i. To delete and insert (which applies to words);
  - ii. To substitute; that is, to delete a paragraph or the parts or the entire text of a legislation or main motion, and insert another in its place.

2. Added language shall be underlined and deleted language shall be shown with strikethrough format.

3. To promote efficiency, the Chair may accept consideration of an oral amendment that can be clearly stated in a suitable form. The Chair may also request the oral amendment be reread or presented in writing before the question is stated.

#### **D. Parliamentary Inquiry.**

A CM may direct a Parliamentary Inquiry to the presiding officer to obtain information on a matter of parliamentary law or the rules of the organization bearing on the business at hand. Inquiries may relate to e.g., making an appropriate motion, raising a proper point of order, or clarifying the parliamentary situation or the effect of a motion.

#### **E. Recognition by the Chair.**

If two or more CMs seek recognition at the same time, the Chair shall decide the one who shall speak first.

#### **F. Division of a Question.**

Any CM may call for a division of a question, which shall be divided if it embraces subjects so distinct that, if one is taken away, a substantive proposition shall remain for the decision of the Council.

#### **G. Point of Order.**

- 1. The Chair has the right to decide all points of order, in which case Rules IV.G.2 through IV.G.5. apply. The Chair may instead submit the question on a point of order to CMs to decide by a majority vote of the CMs present and voting.
- 2. If dissatisfied with the decision of the Chair, any CM may appeal the decision.



3. In all cases of appeal, the question shall be: “Shall the decision of the Chair be sustained?”
4. No CM may speak more than once on an appeal without the consent of a majority of CMs in attendance.
5. The decision in response to the appeal shall be by a majority vote of the CMs in attendance. In case of a tie vote, the decision of the Chair shall stand.

#### **H. Call the Question.**

A CM may make a motion to Call the Question (also known as Previous Question) to end debate on an immediate pending motion. This motion requires a two-thirds vote in favor and may be considered at committee meetings.

#### **I. Postpone to a Certain Time.**

To postpone a question to a certain time, the motion shall state a definite date, meeting, or hour, or until after a certain event.

#### **J. Lay on the Table.**

A majority of CMs present and voting may decide to temporarily halt consideration of a question immediately and without debate during a meeting. The maker of a motion to Lay on the Table must state the reason for the motion. A motion that has been laid on the table may, in either the current or subsequent meeting, be brought back by a motion to Take from the Table.

#### **K. Take from the Table.**

Once a question has been laid on the table, it may be taken from the table by a majority vote of CMs present and voting, as soon as the interrupting business has been disposed of or whenever no other question is pending. A motion that has been laid on the table may, in either the current or subsequent meeting, be brought back by a motion to Take from the Table.

#### **L. Postpone Indefinitely.**

A majority of CMs present and voting may decide not to take a direct vote or position on a main question by disposing of it with a motion to Postpone Indefinitely. The question shall not be brought back again for at least 60 days.

## **V. CITY COUNCIL VOTING**

### **A. Voting Required; Disqualification Process.**

1. Every CM in attendance shall vote on all actions before the City Council, except when CMs must disqualify themselves from voting as required by either the City's Code of Ethics\* or the Washington State Appearance of Fairness Doctrine. CMs may also disqualify themselves from voting to avoid the appearance of a conflict of interest, unless a majority of those present vote that there is no conflict.  
(See Rule V.D.2 Announcing and Recording Votes.)

2. Abstentions are not allowed on actions, other than Resolutions not from the Select Budget Committee. CMs not having abstained or disqualified themselves pursuant to Rule V.A.1 shall vote "Aye" or "No."

3. All votes shall be recorded by the City Clerk in the Journal of the Proceedings.†

### **B. Roll Call Voting.**

A roll call vote shall be taken when voting on final passage of Bills and on other business when requested by a CM. A roll call vote is called in alphabetical order of last name, except for the President, whose name is always called last. At each regular Council meeting, the first name on the roll, in a systematic rotation, is moved to the name immediately preceding the President's name.

### **C. Voice Vote.**

A voice vote may be taken on any matter of business before the City Council, unless a roll call vote has been requested as provided in Rule V.B.

### **D. Announcing and Recording Votes.**

1. After a roll call vote, the City Clerk shall announce the "ayes" and "nos" in addition to "abstentions" and "disqualifications" for all votes and enter them into the Journal of the Proceedings. The announcement of the result of any vote shall not be postponed.

2. When a CM is in attendance and has been disqualified from voting under Rule I.B.2.d, the City Clerk shall record and announce "in attendance, but disqualified from voting."  
(See Rule V.A.1 Voting Required.)

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\* SMC Chapter 4.16.

† Charter, Art. IV, § 4.

**E. Proxy Votes.**

There are no proxy votes.

**F. Tie Vote.**

In the event of a tie vote, a motion does not pass.

**G. Motion to Reconsider.**

1. After the final vote on any motion, Bill, Resolution, Clerk File, or Appointment, and before the adjournment of that City Council meeting, any CM who voted with the prevailing side may move for reconsideration of the original motion. Seconds to motions for reconsideration may be from either side.

a. If the result of the final vote is to pass any motion, Bill, Resolution, Clerk File, or Appointment, any reconsideration vote must take place before adjournment of that meeting, or else there shall be no reconsideration vote.

b. If a Bill is moved for final passage and fails to pass, and a motion to reconsider is made, the motion to reconsider shall not be voted on before the next meeting of the City Council.\*

2. A motion to reconsider takes precedence over every other motion, except a motion to adjourn.

3. Motions to reconsider a vote upon amendments to any pending question shall be made and decided immediately.

4. A motion to amend that does not pass in a committee meeting shall not be reconsidered, but the motion to amend may be offered to the City Council.

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\* Charter, Art. IV, § 10.

## **VI. STANDING COMMITTEES\***

### **A. Formation.**

1. Standing committees are formed after the biennial election of a President.
2. Formation of standing committees, i.e., the identification of committees' scopes of work, regular meeting schedules, and Chair and membership assignments, shall be adopted by Resolution.

### **B. Membership.**

1. A standing committee consists of at least four members and, if the committee has fewer members than the Council has CMs, may include an alternate. A committee has a Chair and may have a Vice-Chair.
2. If the vacancy of a City Council position requires the appointment and/or election of a replacement CM, the replacement CM shall assume the replaced CM's committee duties and responsibilities, unless stated otherwise by Resolution.
3. Only CMs who are designated members of the standing committee (or the alternate if serving as a member) may sponsor amendments before the committee, or vote at its meetings. Voting rights of members include the power to make, second, amend, or vote on all motions, including proposed amendments.
  - a. If invited by the Chair or Vice-Chair, a CM other than the designated members (or the alternate if serving as a member) may participate as a non-committee member without voting rights in a standing committee meeting.
  - b. Participation of non-committee members is limited to taking part in debate, upon recognition by the Chair, and the authorship of amendments, to be submitted in accordance with Rule IV.C.1.
4. The quorum requirement for standing committee meetings is three CMs unless a greater number is stated by Resolution.
5. The President shall not serve as the Chair or Vice-Chair of the Finance Committee.

### **C. Meetings.**

1. Meetings are held in the Council Chamber in Seattle City Hall unless a specific alternate location is established by the Chair with the concurrence of a majority of the regular members of the committee, and appropriate public notice and access are provided.

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\* Charter, Art. IV, § 4.

2. The Council sets regular meeting dates and times by Resolution. The committee Chair may cancel a meeting at any time.
3. A regularly scheduled meeting will be moved to the following Friday if:
  - a. The regular schedule places that meeting on a legal holiday; or
  - b. A legal holiday moves a City Council meeting to a day on which that meeting is regularly scheduled.
4. Regular meetings are not held in weeks when the Council does not hold a regular City Council or Council Briefing meeting under Rule II.A.1.b or IX.B.2.
5. Meetings shall be noticed both as committee meetings and as City Council meetings, with the agenda limited to committee business and only rules and procedures applicable to committees in effect.
6. Preliminary agendas for upcoming regular meetings shall list items for which discussion, amendments, and/or recommendation is expected. Items where only amendments will be considered shall be listed as possible amendments, and items where amendments and/or a final recommendation is expected shall be listed as possible vote for proper notification, except upon passage of a motion by the Chair to suspend this Rule.
7. All reasonable effort shall be made to publish the preliminary agenda online at least two business days prior to the meeting.
8. All reasonable effort shall be made to make materials that are to be presented in a regular meeting available online at least 24 hours in advance of the meeting.
9. In accordance with 42.30.035 RCW, meeting minutes shall be promptly produced after each meeting and made available for public review.

#### **D. Special Meetings.**

A special meeting is a meeting held at a time, date, or location that differs from a regular meeting.

1. Special meetings may be scheduled by the committee Chair.
2. Notices of special meetings shall be in accordance with RCW 42.30.080. All reasonable effort shall be made to publish the preliminary agenda online at least two business days prior to the meeting.
3. The only items of business for which final action may be taken at a special meeting are those items listed on the written notice.

**E. Attendance – Requirements; Excused Absences.**

1. It is the duty of each member of a committee to attend its meetings.
2. Committee Member Notification Duties.
  - a. For a committee with an alternate, if, at least three business days before a committee meeting, a committee member can notify the Chair and alternate of an expected absence from the entire meeting, the committee member shall do so, after which the alternate shall inform the Chair of the alternate's availability. Otherwise, the committee member shall notify the Chair, the Chair shall contact the alternate, and the alternate shall inform the Chair of the alternate's availability, all as soon as practical. Once these conditions are met, the alternate assumes the rights of the absent committee member for the actual duration of the absence.
  - b. For a committee without an alternate, if, at least three business days before a committee meeting, a committee member can notify the Chair of an expected absence from the entire meeting, the committee member shall do so. Otherwise, the committee member shall notify the Chair as soon as practical.
3. A committee member may be excused with the consent of the Chair.

**F. Duties of the Chair.**

The committee Chair shall:

1. Provide at each meeting a public comment period pursuant to Rule XI.C.3.a.
2. Act as presiding officer and call the meetings to order at the appointed times.
3. State the amount of time allowed for speakers and announce instructions to the speakers at the start of each meeting. The Chair may allow additional time for the submission of written comment from the public.
4. Announce CMs in attendance at the call to order and as they join the meeting.
5. Recognize CMs and, in accordance with these General Rules and Procedures, others who wish to speak.
6. Set the committee's agenda consistent with the committee's assigned scope of work and the City Council Work Program, and publish such agenda in accordance with Rule VI.C.6, VI.C.7, and VI.C.8.
7. Run meetings expeditiously.

8. Preserve order and decorum.

**G. Duties and Responsibilities of Members.**

Committee members shall acquaint themselves with the interests of the City specifically represented by that committee, and shall make recommendations to the City Council on Council Bills, Resolutions, Clerk Files, and Appointments, and such other reports as in their judgment(s) shall advance the interests and promote the welfare of the people of the City.

## **H. Voting, Referral, and Reporting.**

1. Only members of a standing committee (or the alternate if serving as a member) may vote, or abstain from voting, on issues before the committee.
2. Committee action on any Council Bill, Resolution, Clerk File, or Appointment shall be limited to recommendations for the City Council to consider when voting on final action for that item.
3. Committees shall not vote on a final recommendation on any Bill, Resolution, Clerk File, or Appointment on the same day that a public hearing was held on that item, except upon passage of a motion by the Chair to suspend this Rule.
4. Starting at noon on the Thursday immediately preceding a regular City Council meeting, committees shall not refer legislation to that meeting for final action except upon passage of a motion by the Chair to suspend this Rule and the concurrence of the President.
5. Committee Reports.

Committees shall report their final recommendations on legislation to the City Council. Reports shall include the committee recommendation, the names of CMs in attendance and the decision of each CM on the final recommendation whether voting in favor, voting opposed, or abstaining from voting. Reports of standing committees shall be entered in the Journal of the Proceedings.

a. If a committee recommendation is not unanimous:

1. Unless otherwise authorized by the President and the committee Chair, the committee report shall be reported to the second regular City Council meeting after the date of the recommendation; and
2. Immediately after the meeting at which the recommendation is voted on, the Clerk of the committee shall provide the committee report on such legislation to all CMs.

b. A CM abstaining from voting does not make the vote non-unanimous.



6. Divided Votes.

A report may accompany any non-unanimous committee recommendation, including an indication of how each CM voted and a statement describing the rationale for each voting CM's position.

a. Such reports shall only be presented to the City Council if a CM who voted against the committee recommendation submits a request to the President, the Central Staff Director, and the City Clerk at least four calendar days before presentation of the recommendation to the City Council. If a report is made, it shall be distributed to all CMs by noon the day presentation of the recommendation is scheduled to be made to the City Council.

b. When the City Council receives such report, the first position considered shall be the majority position (or the Chair's position if there is no majority).

**I. Finance Committee.**

The City Council shall have a Finance Committee of not less than three members.\*

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\* Charter, Art. IV, § 5.

## VII. SELECT COMMITTEES

### A. Formation.

The President may create, amend, or abolish select committees and shall appoint the Chair and membership to select or other non-standing committees as required, or as deemed necessary to efficiently conduct the business of the Council. When creating the committee, the President shall specify at least three CMs as a quorum. Any committee created under this Rule may be of limited duration or focus.

### B. Meetings.

1. Meetings are held in the Council Chamber in Seattle City Hall unless a specific alternate location is established by the Chair with the concurrence of a majority of the regular members of the committee, and appropriate public notice and access are provided.
2. Regular meeting dates, times, and locations may be determined in advance and filed in a Clerk File by the President upon creation of the select committee. The committee Chair may cancel a meeting at any time.
3. Meetings shall be noticed both as committee meetings and as City Council meetings, with the agenda limited to committee business and only rules and procedures applicable to committees in effect.
4. Preliminary agendas for upcoming regular meetings shall list items for which discussion, amendments, and/or recommendation is expected. Items where only amendments will be considered shall be listed as possible amendments, and items where amendments and/or a final recommendation is expected shall be listed as possible vote for public notification, except upon passage of a motion by the Chair to suspend this Rule.
5. All reasonable effort shall be made to provide the preliminary agenda online at least two business days prior to the meeting, with the exception of the Budget Committee, which shall publish agendas pursuant to Rule VII.H.5.
6. All reasonable effort shall be made to make materials that are to be presented in the meeting available online at least 24 hours in advance of the meeting, with the exception of the Budget Committee, which shall publish agendas pursuant to Rule VII.H.5.
7. In accordance with 42.30.035 RCW, meeting minutes shall be promptly produced after each meeting and made available for public review.

**C. Special Meetings.**

A special meeting is a meeting held at a time, date, or location that differs from a regular meeting.

1. Special meetings may be scheduled by the committee Chair.
2. Notices of special meetings shall be in accordance with RCW 42.30.080. All reasonable effort shall be made to publish the preliminary agenda online at least two business days prior to the meeting.
3. The only items of business for which final action may be taken at a special meeting are those items listed on the written notice.

**D. Attendance – Requirements; Excused Absences.**

1. Each committee member shall attend its meetings.
2. Committee Member Notification Duties.
  - a. For a committee with an alternate, if, at least three business days before a committee meeting, a committee member can notify the Chair and alternate of an expected absence from the entire meeting, the committee member shall do so, after which the alternate shall inform the Chair of the alternate's availability. Otherwise, the committee member shall notify the Chair, the Chair shall contact the alternate, and the alternate shall inform the Chair of the alternate's availability, all as soon as practical. Once these conditions are met, the alternate assumes the rights of the absent committee member for the actual duration of the absence.
  - b. For a committee without an alternate, if, at least three business days before a committee meeting, a committee member can notify the Chair of an expected absence from the entire meeting, the committee member shall do so. Otherwise, the committee member shall notify the Chair as soon as practical.
3. A committee member may be excused with the consent of the Chair.

**E. Duties of the Chair.**

The committee Chair shall:

1. Provide at each meeting a public comment period pursuant to Rule XI.C.3.a.
2. Act as presiding officer and call the meetings to order at the appointed times.
3. State the amount of time allowed for speakers and announce instructions to the

speakers at the start of each meeting. The Chair may allow additional time for the submission of written comment from the public.

4. Announce CMs in attendance at the call to order and as they join the meeting.
5. Recognize CMs and, in accordance with these General Rules and Procedures, others who wish to speak.
6. Set the committee's agenda consistent with the committee's assigned scope of work and publish such agenda in accordance with Rule VII.B.4, VII.B.5, and VII.B.6.
7. Run meetings expeditiously.
8. Preserve order and decorum.

#### **F. Duties and Responsibilities of Members.**

Committee members shall acquaint themselves with the interests of the City specifically represented by that committee, and shall make recommendations to the City Council on Council Bills, Resolutions, and Clerk Files, and such other reports as in their judgment(s) shall advance the interests and promote the welfare of the people of the City.

#### **G. Voting, Referral, and Reporting.**

1. Only members of a select committee meeting may vote, or abstain from voting, on issues before the committee.
2. Committee action on any Council Bill, Resolution, Clerk File, or Appointment, is limited to recommendations for the City Council to consider when voting on final action for that item.
3. Committees shall not vote on a final recommendation on any Bill, Resolution, Clerk File, or Appointment on the same day that a public hearing was held on that item, except upon passage of a motion by the Chair to suspend this Rule.
4. Starting at noon on the Thursday immediately preceding a regular City Council meeting, committees shall not refer legislation to that meeting for final action except upon passage of a motion by the Chair to suspend this Rule and the concurrence of the President.
5. Committee Reports:

Committees shall report their final recommendations on legislation reported to the City Council. Reports shall include committee recommendation, the names of CMs in attendance and the decision of each CMs on the final recommendation whether voting in

favor, voting opposed, or abstaining from voting. Reports of select committees shall be entered in the Journal of the Proceedings.

a. If a committee recommendation is not unanimous:

1. Unless otherwise authorized by the President and the committee Chair, the committee report shall be reported to the second regular City Council meeting after the date of the recommendation; and

2. Immediately after the meeting at which the recommendation is voted on, the Clerk of the committee shall provide the committee report on such legislation to all CMs.

b. A CM abstaining from voting does not make the vote non-unanimous.

6. Divided Votes.

A report may accompany any non-unanimous committee recommendation, including an indication of how each CM voted and a statement describing the rationale for each voting CM's position.

a. Such reports shall only be presented to the City Council if a CM who voted against the committee recommendation submits a request to the President, the Central Staff Director, and the City Clerk at least four calendar days before presentation of the recommendation to the City Council. If a report is made, it shall be distributed to all CMs by noon the day presentation of the recommendation is scheduled to be made to the City Council.

b. When the City Council receives such report, the first position considered shall be the majority position (or the Chair's position if there is no majority).

## **H. Budget Committee.**

1. The Budget Committee is a select committee comprised of all CMs, chaired by the Chair of the Finance Committee.

2. The Vice-Chair of the Finance Committee shall serve as Vice-Chair of the Budget Committee.

3. The primary purpose of the Budget Committee is to review the Mayor's proposed budget and proposed capital improvement program (CIP), amend as appropriate, and adopt a budget and CIP. The Budget Committee shall review and take action on other budget issues during the year as may be assigned.

4. From the time the Budget Committee receives the Mayor's proposed budget (typically the end of September) to the time the Council adopts a budget (typically the third week of

November), regular standing and select committee meetings shall be suspended. Special standing and select committee meetings may be called:

- a. If legislative action is required within a set time (e.g., quasi-judicial actions with 90-day deadlines for Council review); or
- b. Upon the approval of the President and the Chair of the Budget Committee, after consultation with the Central Staff Director.

5. Preliminary agendas of Budget Committee meetings are required to list only general topics for discussion and/or recommendation. All reasonable effort shall be made to publish preliminary agendas online at least two business days before the meeting. Final agendas of Budget Committee meetings shall be issued no later than the morning of the scheduled meeting and shall include all items to be discussed.

6. A budget Amendment is a proposed change to the Mayor's proposed budget and accompanying legislation. Budget Amendments are developed in accordance with these Rules and include: amendments to budget legislation; development of new Council Bills or Resolutions; Council Budget Actions (CBAs); and Statements of Legislative Intent (SLIs).

- a. Budget Amendments that meet established deadlines on the Budget Committee schedule may be published on the appropriate meeting agenda.
- b. Budget Amendments that are not included on a final published agenda shall not be presented at a Budget Committee meeting unless circulated via email to all CMs, the Central Staff Director, and the City Clerk by 5:00 p.m. on the preceding business day. This rule may only be suspended by an affirmative vote of two-thirds of CMs present and voting at a Budget Committee meeting.

7. In accordance with 42.30.035 RCW, meeting minutes shall be promptly produced after each meeting and made available for public review.

8. The quorum for the Budget Committee is at least three CMs.

9. Adoption of a Balanced Budget Package:

- a. The Chair shall prepare a group of budget revisions (Chair's Initial Proposed Balancing Package) that if adopted would amend the Mayor's proposed budget to produce a budget in which expenditures do not exceed revenues.
- b. Following Committee discussion of the Chair's Initial Balancing Package, the Chair may prepare a Revised Balancing Package, subject to the same requirements under Rule VII.H.9.a. The Chair shall endeavor to inform CMs of any changes made to the Chair's Initial Balancing Package prior to the scheduled vote on the Revised Balancing Package in the Budget Committee.

c. If a CM wants to propose one or more amendments or substitute actions to the Proposed Balancing Package, the CM must make an appropriate motion at the Budget Committee, requiring a second and a majority of CMs present and voting.

10. Other rules and procedures for the Budget Committee, and the meeting dates and times for regular meetings, shall be established by the President in consultation with the Budget Committee Chair. Any rules and procedures regarding meeting times, dates, locations, attendance, and quorum supersede provisions in this Rule VII on those topics, except that a quorum may not be fewer than three CMs.

#### **I. Labor Committee.**

1. The Labor Committee is a select committee comprised of the President, the Chair of the Council Budget Committee, and three CMs selected by the President.

2. The primary purpose of the Labor Committee is to serve on the Labor Relations Policy Committee and perform the functions established by SMC Section 4.04.120.

## **VIII. EXTERNAL COMMITTEES**

### **A. Appointment.**

1. CM participation on an external committee (a governing or advisory body on which CMs serve that is not a Council committee) is typically established by Resolution.
2. If the vacancy of a City Council position requires the appointment and/or election of a replacement CM, the replacement CM shall assume the replaced CM's external committee duties and responsibilities unless stated otherwise, whether by Resolution or appropriate action of another body responsible for appointments to the committee.

### **B. Attendance.**

CMs serving on an external committee shall attend its meetings unless the CM is unavailable.

### **C. Notification If Unable to Attend.**

If a CM is unable to attend an external committee meeting, the CM's office shall inform the committee alternate(s) as soon as practical. When an alternate is notified of the absence, the alternate shall attend the meeting unless the alternate is also unavailable. If the alternate is unable to attend, the alternate's office shall notify other members or alternates (if there are any).



## **IX. COUNCIL BRIEFING MEETINGS**

### **A. Purpose, Procedure, and Scope.**

The Council may, at the discretion of the Council President, hold Council Briefing meetings, chaired by the President, to discuss and receive briefings on issues of general interest. The President shall be Chair of the meetings. A quorum of three CMs is required at any Council Briefing meeting. The Council shall take no vote or other final action at any Council Briefing meeting, other than approving Council Briefing minutes or collectively signing documents.

### **B. Location and Frequency.**

1. Council Briefing meetings shall be held in the Council Chamber in Seattle City Hall, unless a specific alternate location is established by the President and appropriate public notice and access are provided.
2. Regular Council Briefing meetings shall be held at 2:00 p.m. each Monday, provided however that there shall be no regular Council Briefing meetings if Monday is a holiday. Regular meetings shall not be held on the last two Mondays in August nor on the last two Mondays in December. Council Briefing meetings may be canceled by the President at any time.
3. A special meeting is a meeting held at a time, date, or location that differs from a regular meeting. Special meetings may be scheduled by the committee Chair. Notices of special meetings shall be in accordance with RCW 42.30.080.

### **C. Preliminary Agendas.**

1. Preliminary agendas of upcoming regular Council Briefing meetings shall list items for which discussion is expected and shall be made available to the public. All reasonable effort shall be made to publish the preliminary agenda online at least two business days prior to the meeting.
2. For special Council Briefing meetings, all reasonable effort shall be made to publish the preliminary agenda online at least two business days prior to the meeting.
3. In accordance with 42.30.035 RCW, meeting minutes shall be promptly produced after each meeting and made available for public review.

## **X. EXECUTIVE SESSIONS**

### **A. When Sessions May Be Held.**

Executive sessions may be held during City Council meetings, Council Briefing meetings, standing or select committee meetings, whether regular or special meetings, and at other times as allowed by RCW 42.30.110 and 42.30.140 and SMC 5.24.020 and 5.24.030.

### **B. How Sessions May Be Convened.**

The presiding officer or a majority of those CMs in attendance may decide to convene an executive session during a particular meeting. An executive session may be ended by the presiding officer or by a majority vote of those CMs in attendance.

### **C. Purpose of Session.**

Before convening an executive session, the presiding officer shall announce the purpose of the executive session, and the time when the executive session is expected to conclude.

### **D. Attorney to be Present.**

1. An attorney from the Law Department, or outside counsel if appropriate, shall be present during all executive sessions to advise CMs on compliance with RCW 42.30.
2. The Council may choose to waive the attorney-client privilege regarding legal matters discussed with counsel at an executive session only if all nine CMs are in attendance and unanimously agree to waive the privilege. Legislative Department staff shall not waive the privilege. Executive session is the only forum in which the Council may waive attorney-client privilege for any attorney-client privileged documents presented to the Council in or out of executive session.

### **E. Attendees.**

Attendance at an executive session is limited to:

1. CMs;
2. Assistants to CMs representing their CM in absentia (and this attendance is limited to presence, not participation);
3. The City Clerk or designee;
4. Legal counsel assigned to the matter at issue;
5. The City Council's Central Staff Director and/or designee; and

6. Designated city staff members and others representing the City (e.g., consultants) who are directly involved in the issue and who have been invited by the presiding officer to attend.

**F. Confidentiality.**

Executive session attendees shall not disclose the contents of discussions held within the session.

**G. Issues.**

Issues that may be considered in executive session include, but are not limited to:

1. Consideration of the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
2. Consideration of the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price;
3. Evaluation of complaints against a public officer or employee;
4. Evaluation of qualifications of candidate for appointment to elective office;
5. Evaluation of qualifications of an applicant for public employment or to review the performance of a public employee;
6. Discussion with legal counsel regarding litigation or potential litigation to which the City or a CM acting in an official capacity is, or is likely to become, a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence; and
7. Planning or adopting the strategy or position to be taken during the course of collective bargaining or reviewing the proposals made in labor negotiations while in progress.

## **XI. PUBLIC PARTICIPATION AND ACCESS**

### **A. Public Sessions – Open to Public; Location.**

1. All meetings of the Council, and all meetings of standing and select committees (except executive sessions or as otherwise permitted by law), shall be open to the public and shall be conducted in a manner that provides the opportunity for attendees to hear and see the proceedings of those Members physically present and to hear any CMs attending by electronic means.

(See Rule XI.J Inclusive Access and Participation – Requests for Reasonable Accommodation.)

2. The Council shall not adjourn its regular City Council meetings to any place other than its regular meeting place, which is the Council Chamber in Seattle City Hall, except as provided by law.\*

(See Rule II.A.2 City Council Meetings;  
and Rule XI.D.3 Disruptions of Council Meetings and Committee Meetings.)

3. Meetings of standing committees shall not convene in or adjourn to any place other than that committee's regular meeting place, which is the Council Chamber in Seattle City Hall, unless a specific alternate location is established by the Chair with the concurrence of a majority of the committee's regular CMs and appropriate public notice and access are provided.

4. Meetings of select committees may be held in the Council Chamber in Seattle City Hall, or an alternate location as established by the committee Chair so long as appropriate public notice and access are provided.

### **B. Public Hearings – Purpose; Duties of Chair.**

Public Hearings are opportunities for members of the public to speak on a particular proposed Ordinance, Resolution, Clerk File, Appointment, or other legislative action. If a Public Hearing is scheduled for a particular meeting, the agenda for the meeting shall specify the proposed Ordinance, Resolution, Clerk File, other legislative action, or other subject to be discussed at the public hearing.

(See Rule VI.F Duties of the Chair.)

1. Public hearings may be held as part of a scheduled City Council, select, or standing committee meeting, but the public hearing shall be conducted as a separate agenda item.

2. The Chair of the body conducting the public hearing shall:

a. Announce at the beginning of the public hearing the rules, guidelines, and time limits for individual speakers; and

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\* Charter, Art. IV, § 6.

b. Require all speakers to sign in on registers, when provided by Legislative Department staff.

3. Members of the public who wish to speak at public hearings shall comply with Rule XI.D and XI.E.

### **C. Public Comment at City Council Meetings and Committee Meetings.**

Public comment periods are opportunities for members of the public to comment on items on the meeting's agenda or, in the case of a committee meeting, on matters within the purview of the committee. The agenda for a particular Council meeting may specify the total time allotted for the public comment period and for time limits for individual comments.  
(See Rule XI.B Public Hearings.)

1. The Council shall not accept public comment at special City Council meetings.

2. The Council shall accept public comment at regular City Council meetings.

a. Public comment at City Council meetings shall be limited to matters on the Introduction and Referral Calendar, Committee Reports on that day's regular City Council meeting agenda, and other matters directly related to the City Council Work Program; and

b. The President shall ensure that all public comment is in accordance with Rule XI.C.2.a.

3. Council committees shall accept public comment at standing and select committee meetings.

a. Public comment at a committee meeting shall be limited to matters within the purview of the specific committee or an item listed on that day's agenda.

b. The presiding officer at a committee meeting shall ensure that all public comment is in accordance with Rule XI.C.3.a.

4. Total public comment periods shall not exceed 20 minutes unless extended at the discretion of the presiding officer.

5. Individual speakers shall be provided up to two minutes total speaking time. Individuals who wish to speak shall sign up for public comment on registers, when provided by Legislative Department staff.  
(See Rule XI.J Inclusive Access and Participation – Requests for Reasonable Accommodation.)

6. When recognized by the presiding officer, the individual shall address the members in the form prescribed, state the individual's name for the record, and identify the item to which the individual shall speak. At the presiding officer's discretion, this Rule may be waived in the interest of personal safety of the person speaking.

7. Council and committee proceedings are electronically recorded; therefore, speakers wishing to address the Council or committee during the established public comment period shall speak only from the audio source prescribed.

8. If no speakers sign up to address the Council or the committee, or if the public comments conclude before the 20-minute time period has elapsed, the comment period shall be closed, and the Council or committee shall resume its business, with no further opportunity for public comment at that meeting.

9. The Council is not required to allow public comment at Council Briefing meetings.

10. No public comments addressing the merits of a quasi-judicial action shall be permitted at any Council or committee meeting.

**D. Disruptions of City Council Meetings and Committee Meetings.**

1. Disruptions of City Council and committee meetings are prohibited. Disruptions include but are not limited to the following:

- a. Failure of a speaker to comply with the allotted time established for the individual speaker's public comment;
- b. Outbursts from members of the public who have not been recognized by the presiding officer for public comment;
- c. Comments that are not in compliance with Rule XI.C.2.a or XI.C.3.a, or that are unrelated to the particular proposed Ordinance, Resolution, Appointment, Clerk File, or other legislative action on which a public hearing is being held;
- d. Delaying the orderly conduct or progress of the public comment period, including a failure to respect the process of accommodating individuals who wish to provide public comment;
- e. Use of an allotted individual comment period for purposeful delay, including remaining silent or engaging in other activity without conveying a discernible message;
- f. Standing in the center aisle or front row of the audience unless speaking as recognized by the presiding officer, waiting to speak during the public comment period, or gathering meeting materials distributed by Legislative Department staff;
- g. Holding or placement of a banner or sign in the Council Chamber in a way that endangers others or obstructs the free flow of pedestrians or the view of others attending a Council or Committee meeting;

- h. Behavior that intentionally disrupts, disturbs, or otherwise impedes attendance or participation at a Council or Committee meeting; or
  - i. Failure to follow the direction of a Presiding Officer or security official related to disruptions described in Rule XI.D.1(a) through (h).
- 2. Signs may be displayed during Council and committee meetings in a manner consistent with these Rules. Any written communication intended for a CM may be submitted to the City Clerk for distribution to the intended recipient.
- 3. The presiding officer shall preserve the order and decorum of a Council or committee meeting at all times. If an individual fails to comply with Rule XI.D.1, any CM may issue an oral or written warning to the individual that the individual's behavior is out of order. An oral or written warning may be issued based on an individual's prior conduct at a Council or committee meeting. If the individual continues to engage in activity that violates Rule XI.D.1, any CM may:
  - a. Terminate the individual's comment period;
  - b. Direct security staff of the prescribed forum to assist an individual to the individual's seat; or
  - c. Direct security staff of the prescribed forum to remove the individual from the meeting.
- 4. Any individual ordered to be removed from a meeting pursuant to Rule XI.D.3.c shall be excluded from returning to that same meeting from which the individual was removed.
- 5. If an individual fails to comply with the requirements of Rule XI.D.1 over the course of multiple meetings, any CM may exclude the individual from participation in future public comment periods before the Council and/or committee meetings, or exclude the individual from attendance at future Council and/or committee meetings.
  - a. The CM imposing the exclusion shall inform the individual of the specific reason for, and the specific terms of, the exclusion.
  - b. An initial and any subsequent exclusion of an individual from future participation in public comment periods or future attendance at Council and/or committee meetings may be issued for up to 28 calendar days.
  - c. If an individual is subject to an exclusion from future attendance at Council and/or committee meetings for a period of 28 calendar days, and further engages in activity that violates Rule XI.D.1, other than subsection c, within 60 days after the termination of the exclusion period, an additional exclusion from future attendance at Council and/or committee meetings may be issued for up to 90 calendar days.

d. If an individual is subject to an exclusion from future attendance at Council and/or committee meetings for a period of 90 or more calendar days, and further engages in activity that violates Rule XI.D.1, other than subsection c, within 60 days after the termination of the exclusion period, an additional exclusion from future attendance at Council and/or committee meetings may be issued for up to 180 calendar days.

e. The length of the period of any exclusion may depend upon the seriousness of the disruption, the number of disruptions, and the individual's prior record with conduct at Council or committee meetings.

f. When issuing an exclusion from future public comment periods, or from future attendance at Council or committee meetings, the CM shall include specific notification that the individual may submit written comments to the City Clerk for distribution to the Council at future public comment periods.

**E. Abusive and Harassing Behavior During City Council Meetings and Committee Meetings.**

1. Engaging in abusive or harassing behavior may subject an individual to immediate removal from a meeting and an exclusion from future attendance at Council and/or committee meetings for a period of up to one year.

2. Abusive and harassing behavior means actions that purposefully or recklessly alarm other individuals and serve no legitimate advocacy purpose. Abusive and harassing behavior includes but is not limited to the following:

a. The use of obscene language and gestures;

b. Assaults or threatening behavior; or

c. Sexual misconduct, such as indecent exposure, offensive touching, or sexual harassment, including threats of such behavior.

3. Engaging in abusive or harassing behavior may subject an individual to criminal sanctions in addition to enforcement of the Council Rules.



**F. Appeals of Meeting Exclusions; Other Authority.**

1. The decision of any CM to impose a sanction or exclusion for disruptive activity may be overruled by a majority vote of those CMs in attendance either at the meeting where the disruption took place or at the next regularly scheduled City Council meeting.
2. Any individual excluded from participation in future public comment periods or from attendance at future Council or committee meetings for a period of more than two calendar days may appeal the exclusion by submitting a written appeal to the City Council within five business days after receiving notice of the exclusion. Upon receipt of a written appeal, the City Council shall consider the appeal at its next regularly scheduled open public meeting. The individual's exclusion from public comment periods or from attendance at Council or committee meetings shall remain in effect during the Council's consideration of the appeal.
3. The enforcement provisions of these rules are in addition to the authority of the Department of Finance and Administrative Services to enforce Rules of Conduct in City Hall pursuant to Rule 05-02, and Rules regarding City Buildings and Premises pursuant to Rule 06-03. Disruptions of a Council or committee meeting, including interference with City officials or City staff's preparation for a meeting, may be addressed under Rule 05-02 or Rule 06-03.

**G. Interruption(s) to City Council Meetings and Committee Meetings.**

1. It is the responsibility of the presiding officer to maintain order and adjourn any meeting as the presiding officer deems necessary.
2. If a meeting is interrupted by any person or by a group or groups of persons so as to render the orderly conduct of the meeting not feasible, and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Council or the committee conducting the meeting may order the meeting room cleared and continue in session, or may adjourn the meeting and re-convene at another location selected by a majority vote of CMs present and voting. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Rule XI.G.
3. The Council or the committees may establish procedures for re-admitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.
4. If a meeting is adjourned due to an interruption, CMs and staff may leave the meeting room until the meeting is reconvened.  
(See RCW 42.30.050 Interruptions – Procedures.)

**H. Public Access to CMs and Offices.**

1. No individual other than the Legislative Department staff may approach the CMs or the Clerks while the Council or a committee is in session, unless permitted to do so by the President or Chair.
2. During committee meetings and Council Briefing meetings, no persons other than Legislative Department staff shall join the prescribed forum, unless specifically invited by the committee Chair to provide information necessary to committee business.
3. Physical access to CM office areas is limited and provided only in accordance with established policies and procedures of the Legislative Department.
4. Individuals desiring to electronically tape (audio, video, etc.) or photograph a CM or CMs within the CM office area(s) may only do so with the permission of the respective CM(s) or their respective staff members, when so delegated.
5. Access by media shall be in accordance with Legislative Department policy.
6. The presiding officer or designee may temporarily suspend or modify this Rule XI.H to protect the safe and responsible functioning of the Council.

**I. Digital Recording of Meetings.**

1. Public meetings of the Council shall be electronically recorded whenever feasible. The presiding officer or designee may temporarily suspend or modify this Rule XI.I.1 to protect the safe and responsible functioning of the Council.
2. Executive sessions and those meetings exempted from chapter 42.30 RCW shall not be recorded.
3. The City Clerk shall maintain custody of recordings made pursuant to Rule XI.I.1.

**J. Inclusive Access and Participation – Requests for Reasonable Accommodation.**

1. Assistive listening devices shall be available in the Council Chamber during all meetings of the Council and its committees, and in other rooms or places where the Council meets and where Council proceedings are broadcast.
2. Upon request, reasonable efforts to provide accommodations shall be made to enable persons with disabilities to attend and participate in all public Council meetings.
3. Upon request, reasonable efforts to provide translation or interpretation services shall be made for individuals attending Council meetings.
4. Because a request for an accommodation, translation, or interpretation services may require sufficient lead time to respond, the request should be made at the earliest possible opportunity to the Office of the City Clerk at 206-684-8888 or TYY Relay 7-1-1.
5. The Office of the City Clerk shall evaluate all requests and provide reasonable accommodations and translation and interpretation services.

**K. Use of the Council Chamber.**

1. Council business shall have priority over other uses of the Council Chamber.
2. Other uses of the Council Chamber shall be in accordance with Legislative Department policy.

## **XII. ALTERATION OF GENERAL RULES AND PROCEDURES**

### **A. Suspension.**

1. A rule or procedure not listed in Rule XII.A.2 may be temporarily suspended:

- a. If a CM requests suspension and no objection is offered; or
- b. In open session upon a two-thirds vote.

Any rule or procedure so suspended shall be announced by the presiding officer, after which the Council or committee shall proceed accordingly.

2. The following rules or procedures established by this document shall not be suspended:

- a. This Rule XII.A;
- b. Rule XII.B;
- c. Rule V.G.1.b;
- d. Rule X.F;
- e. Those required by the Charter, the Seattle Municipal Code, or state law; and
- f. Any part of a Rule that establishes a quorum.

3. The City Clerk shall provide a guide for compliance with this Rule XII.A, which guide is attached as Appendix A to these Rules.

### **B. Biennial Review.**

The President and City Clerk shall conduct and coordinate biennial reviews of the General Rules and Procedures of the Seattle City Council.

### **C. Amendment.**

Amendments of these General Rules and Procedures shall be by a majority vote of CMs and, if applicable, pursuant to SMC 3.02.030.

Appendix A

**LIST OF NON-SUSPENDIBLE RULES**

*(These Rules and Procedures are based on Charter, RCW, or SMC provisions and should not be suspended without consulting applicable provisions)*

<b>CITY CHARTER PROVISIONS</b>	<b>RULE</b>	<b>PAGE</b>	<b>CHARTER REF.</b>
CMs establish the rules for their proceedings	I.A.1	5	Art. IV, § 4
Individual CMs shall not have or execute executive or administrative power	I.A.3	5	Art. IV, § 4, Fifth
Council has authority to punish CMs	I.A.4	5	Art. IV, § 4
Council chooses President from among members	I.C.1	6	Art. IV, § 4, First
President performs usual functions of presiding officer	I.C.1	6	Art. IV, § 4, First
Removal of president	I.C.2	6	Art. IV, § 4, First
Council Bills are signed in open session by the President	I.C.3.b	7	Art. IV, § 11
The President acting as Mayor	I.C.3.g	7	Art. V, § 9
The President heads the Legislative Department	I.C.3.h	7	Art. III, § 3
President Pro Tem acts as President	I.D.3	8	Art. V, § 9
Regular City Council meeting dates and times	II.A.1	9	Art. IV, § 6
Quorum for City Council (majority of all members)	II.A.3	9	Art. IV, § 3
Provisions for City Council special meetings	II.B	10	Art. IV, § 6 (also RCW 42.30.080)
CMs must attend all regular City Council meetings unless excused	II.D.1	12	Art. IV, § 3
Attendance at City Council meeting can be compelled	II.D.3	12	Art. IV, § 3
Council Bills cannot be introduced and passed at the same meeting	III.A.6	14	Art. IV, § 8
Council Bills require at least a majority of all CMs' votes to pass	III.A.7	14	Art. IV, § 8
President announces signature of Council Bills when they are passed	III.B.2	15	Art. IV, § 11
Council Bills to be read upon passage if requested by a CM	III.B.2	15	Art. IV, § 11
Council Bills vetoed by the Mayor are voted on again by Council	III.C.1	15	Art. IV, § 12
Reconsideration of vetoed bills must occur within 5 days of veto	III.C.2	15	Art. IV, § 12
2/3 vote is required to pass a reconsidered bill that was vetoed	III.C.3	15	Art. IV, § 12
Vetoed bills may not be reconsidered again if lost on reconsideration vote	III.C.4	15	Art. IV, § 12
A roll call vote may be demanded by a CM	V.B	20	Art. IV, § 4, Third

<b>CITY CHARTER PROVISIONS</b>	<b>RULE</b>	<b>PAGE</b>	<b>CHARTER REF.</b>
When passage of a bill fails in City Council by vote, it may not be reconsidered before the next regular City Council meeting	V.G.1.b	21	Art. IV, § 10
Establishing a Finance Committee	VI.I	26	Art. IV, § 5
Meeting location for City Council regular meetings	XI.A.2	36	Art. IV, § 6

<b>RCW PROVISIONS</b>	<b>RULE</b>	<b>PAGE</b>	<b>RCW REF.</b>
Who can call a special meeting and how it shall be noticed	II.B.1	10	42.30.080 (also Charter Art. IV, § 6)
Notice of Full Council special meetings	II.B.2	10	42.30.080
Calling special emergency meetings; meeting notice requirements	II.C	11	42.30.070; 42.30.080; 42.14.075
When an executive session may be held	X.A	35	42.30.140
How an executive session is conducted	X.A	35	42.30.110
Disrupted meetings may be adjourned and reconvened elsewhere	XI.G.2	42	42.30.050

<b>SMC PROVISIONS</b>	<b>RULE</b>	<b>PAGE</b>	<b>SMC REF.</b>
Appearance of Fairness disqualifications	I.B.2.d	6	4.16
CMs must disqualify themselves from acting on certain City business	V.A.1	20	4.16
Amendment of Rules and Procedures	XII.A	45	3.02.030

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Emilia M. Sanchez	NA

*\* 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 adopting General Rules and Procedures of the Seattle City Council; superseding Resolution 31920.

#### Summary and background of the Legislation:

Resolution 31920 adopted the Seattle City Council "General Rules and Procedures of the Seattle City Council" to govern both its internal management and the procedures available to the public, in conformance with the City Charter and the customary practice of legislative bodies. The Council conducted a biennial review of its procedures and rules that guide and facilitate Councilmember duties and meeting deliberations, and revisions include expansion and clarification of the rules.

### 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.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2026:

### 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 \$	
	2021	2022	2021	2022
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2021	2022	2021	2022
Positions affected:	No. of Positions		Total FTE Change	
	2021	2022	2021	2022

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

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

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

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

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

**3.a. Appropriations**

**This legislation adds, changes, or deletes appropriations.**

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

Fund Name and number	Dept	Budget Control Level Name/##	2021 Appropriation Change	2022 Estimated Appropriation Change
<b>TOTAL</b>				

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

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

**Is this change one-time or ongoing?**

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

**Appropriations Notes:**

**3.b. Revenues/Reimbursements**

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

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

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

Fund Name and Number	Dept	Revenue Source	2021 Revenue	2022 Estimated Revenue
<b>TOTAL</b>				

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

**Is this change one-time or ongoing?**

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

**Revenue/Reimbursement Notes:**



### 3.c. Positions

**\_\_\_\_\_ This legislation adds, changes, or deletes positions.**

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

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

Position # for Existing Positions	Position Title & Department*	Fund Name & #	Program & BCL	PT/FT	2021 Positions	2021 FTE	Does it sunset? (If yes, explain below in Position Notes)
<b>TOTAL</b>							

\* List each position separately

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

**Position Notes:**

### 4. OTHER IMPLICATIONS

**a. Does this legislation affect any departments besides the originating department? No.**

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

**b. Is a public hearing required for this legislation? No.**

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

**c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation? No.**

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

**d. Does this legislation affect a piece of property? No.**

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

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

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

**f. Climate Change Implications**

**1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way? No.**

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

**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.**

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

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

This answer should highlight measurable outputs and outcomes.

**List attachments/exhibits below:**



## Legislation Text

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**File #:** CB 120215, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to land use review decision procedures; amending Section 23.51A.002 of the Seattle Municipal Code to authorize the Director of the Seattle Department of Construction and Inspections to administratively waive development standards for minor expansions of sewage treatment plants subject to a Department of Ecology corrective order and finding an emergency under Seattle Municipal Code Section 25.05.880.

WHEREAS, the West Point Treatment Plant operated by the King County Department of Natural Resources and Parks provides wastewater treatment for residents and businesses in Seattle, including Seattle's combined stormwater/wastewater sewer system; and

WHEREAS, the West Point Treatment Plant provides secondary treatment of approximately 90 million gallons a day (mgd) of wastewater during the dry months, treats wastewater flows up to 300 mgd during the rain/storm season, and provides primary treatment and disinfection for flows above 300 mgd up to 440 mgd; and

WHEREAS, King County originally designed the electric service for the West Point Treatment Plant based on a single, non-dedicated 26.4 kV feeder line, and the City Light Department ("City Light") accordingly planned and built the service to King County's original specifications; and

WHEREAS, since the original connection to City Light's distribution system, King County has made and City Light has accommodated requests for upgrades to the West Point Treatment Plant's electric service: by creating a dedicated underground 26.4 kV feeder, as well as a second non-dedicated backup 26.4 kV feeder; and

WHEREAS, there has been an increase in bypass events at the West Point Treatment Plant related to electrical

events within the West Point Treatment Plant and on the grid, such as voltage sags, which are momentary reductions in power quality, primarily related to storms and other acts beyond the control of City Light; and

WHEREAS, it remains imperative that the West Point Treatment Plant make immediate improvements to its electric facilities, as the largest treatment plant in Washington State based on wastewater volumes treated, to continue to reliably treat higher wastewater flows from a growing population and increased stormwater volumes, and to comply with regulatory obligations and prepare for climate change; and

WHEREAS, King County and City Light jointly hired a consultant in 2019 to conduct an independent power quality assessment of West Point Treatment Plant, and the assessment was completed on May 28, 2020; and

WHEREAS, the May 28, 2020, power quality assessment made nine recommendations to mitigate “voltage sags,” and these recommendations have been implemented or are underway; and

WHEREAS, the Washington State Department of Ecology issued Administrative Order 19477 to King County on February 2, 2021, regarding unauthorized bypasses of the secondary treatment system, where effluent that has received some treatment is blended with fully treated effluent and then disinfected before discharge, at the West Point Treatment Plant between January 1, 2018, and June 30, 2020; and

WHEREAS, Administrative Order 19477 noted that six of the unanticipated, unauthorized bypasses of the secondary treatment system between January 1, 2018, and June 30, 2020, were related to the West Point Treatment Plant’s main electrical power system. Event descriptions indicate that there was a mix of power quality issues associated with City Light system disturbances beyond City Light’s control.

WHEREAS, City Light has multiple projects underway that will help King County achieve improvements to its power supply to the West Point Treatment Plant, including pole replacements to mitigate voltage sags by reducing the number of potential faults caused by pole failures along the Canal Substation feeders, and accelerated cable testing in order to assess underground cable segments and assemblies that feed the

plant; and

WHEREAS, Administrative Order 19477 requires King County to complete four corrective actions that include producing two reports by September 30, 2021, developing a strategic master plan for the West Point Treatment Plant's electrical system by December 31, 2021, and implementing the corrective actions in the plan by December 31, 2025; and

WHEREAS, the West Point Treatment Plant includes a cogeneration system that could be modified to enable greater resiliency to power disruptions, allowing the plant to withstand voltage sags that can otherwise shut down critical equipment; and

WHEREAS, the addition of a battery-based Uninterruptable Power Supply ("UPS") system at the West Point Treatment Plant in addition to, or in place of, a modification to the cogeneration system may significantly improve the West Point Treatment Plant's power reliability in the near term; and

WHEREAS, the land use control ordinances and processes governing the construction of buildings needed to house the equipment-specific UPS systems are time-consuming and subject to procedures that would result in extensive and unanticipated delay in compliance with the corrective actions in the plan by December 31, 2025, NOW, THEREFORE,

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

Section 1. Section 23.51A.002 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

**23.51A.002 Public facilities in ~~((single family))~~ single-family zones**

\* \* \*

C. Expansion of ~~((Uses in Public Facilities.))~~ uses in public facilities

1. Major Expansion. Major expansions may be permitted ~~((to))~~ for uses in public facilities allowed in subsections 23.51A.002.A and 23.51A.002.B ~~((above))~~ according to the same provisions and procedural requirements as described in these subsections. Except as provided in subsection 23.51A.002.C.2.a,

((A)) a major expansion of a public facility use occurs when the proposed expansion would not meet development standards or would exceed either 750 square feet or 10 percent of its existing area, whichever is greater, including gross floor area and areas devoted to active outdoor uses other than parking.

2. Minor Expansion. When an expansion falls below the major expansion threshold level, it is a minor expansion. Minor expansions may be permitted ((to)) for uses in public facilities allowed in subsections 23.51A.002.A and 23.51A.002.B ((above)) according to the provisions of Chapter 23.76, Procedures for Master Use Permits and Council Land Use Decisions, for a Type I Master Use Permit when the development standards of the zone in which the public facility is located are met ((-)) or as follows:

a. For existing sewage treatment plants for which there is a current Department of Ecology order requiring corrective action and the expansion falls below the major expansion threshold level, as a Type I Master Use Permit, the Director may waive or modify applicable development standards; provided, that:

- 1) The expansion area is at least 50 feet from the nearest lot line;
- 2) The waiver or modification of physical development standards is the least necessary to achieve the applicant's proposed solution; and
- 3) The applicant submits a construction management plan, which is approved by the Director.

b. An application vested according to the provisions of Section 23.76.026 may elect to apply subsection 23.51A.002.C.2.a to their project according to the provisions of subsection 23.76.026.G.

D. Sewage treatment plants. The expansion or reconfiguration (which term shall include reconstruction, redevelopment, relocation on the site, or intensification of treatment capacity) of existing sewage treatment plants in single-family zones may be permitted if there is no feasible alternative location in a zone where the use is permitted and the conditions imposed under subsections 23.51A.002.D.3 and 23.51A.002.D.4 are met.

1. Applicable procedures. Except as provided in subsection 23.51A.002.C.2.a, ((The)) the

decision on an application for the expansion or reconfiguration of a sewage treatment plant is a Type IV Council land use decision. If an application for an early determination of feasibility is required to be filed pursuant to subsection 23.51A.002.D.2, the early determination of feasibility will also be a Council land use decision subject to Sections 23.76.038 through 23.76.056.

2. Need for feasible alternative determination. The proponent shall demonstrate that there is no feasible alternative location in a zone where establishment of the use is permitted.

a. The Council's decision as to the feasibility of alternative location(s) shall be based upon a full consideration of the environmental, social, and economic impacts on the community, and the intent to preserve and to protect the physical character of single-family areas, and to protect single-family areas from intrusions of non-single-family uses.

b. The determination of feasibility may be the subject of a separate application for a Council land use decision prior to submission of an application for a project-specific approval if the Director determines that the expansion or reconfiguration proposal is complex, involves the phasing of programmatic and project-specific decisions, or affects more than one site in a single-family zone.

c. Application for an early determination of feasibility shall include:

1) The scope and intent of the proposed project in the single-family zone and appropriate alternative(s) in zones where establishment of the use is permitted, identified by the applicant or the Director;

2) The necessary environmental documentation as determined by the Director, including an assessment of the impacts of the proposed project and of the permitted-zone alternative(s), according to the state and local SEPA guidelines;

3) Information on the overall sewage treatment system that outlines the interrelationship of facilities in single-family zones and in zones where establishment of the use is permitted;

4) Schematic plans outlining dimensions, elevations, locations on site, and similar

specifications for the proposed project and for the alternative(s).

d. If a proposal or any portion of a proposal is also subject to a feasible alternative location determination under Section 23.60A.066, the Plan Shoreline Permit application and the early determination application will be considered in one determination process.

**3. Conditions for Approval of Proposal.**

a. The project is located so that adverse impacts on residential areas are minimized. ((§))

b. The expansion of a facility does not result in a concentration of institutions or facilities that would create or appreciably aggravate impacts that are incompatible with ((single-family)) single-family residences.

c. A facility management and transportation plan is required. The level and kind of detail to be disclosed in the plan shall be based on the probable impacts and/or scale of the proposed facility, and shall at a minimum include discussion of sludge transportation, noise control, and hours of operation. Increased traffic and parking expected to occur with use of the facility shall not create a serious safety problem or a blighting influence on the neighborhood. ((§))

d. Measures to minimize potential odor emission and airborne pollutants including methane shall meet standards of and be consistent with best available technology as determined in consultation with the Puget Sound Clean Air Agency (PSCAA), and shall be incorporated into the design and operation of the facility. ((§))

e. Methods of storing and transporting chlorine and other hazardous and potentially hazardous chemicals shall be determined in consultation with the Seattle Fire Department and incorporated into the design and operation of the facility. ((§))

f. Vehicular access suitable for trucks is available or provided from the plant to a designated arterial improved to City standards. ((§))

g. The bulk of facilities shall be compatible with the surrounding community. Public



facilities that do not meet bulk requirements may be located in single-family residential areas if there is a public necessity for their location there. ((;))

h. Landscaping and screening, separation from less intensive zones, noise, light and glare controls, and other measures to ensure the compatibility of the use with the surrounding area and to mitigate adverse impacts shall be incorporated into the design and operation of the facility.

i. No residential structures, including those modified for nonresidential use, are demolished for facility expansion unless a need has been demonstrated for the services of the institution or facility in the surrounding community.

4. Substantial Conformance. If the application for a project-specific proposal is submitted after an early determination that location of the sewage treatment plant is not feasible in a zone where establishment of the use is permitted, the proposed project must be in substantial conformance with the feasibility determination. Substantial conformance shall include, but not be limited to, a determination that:

a. There is no net substantial increase in the environmental impacts of the project-specific proposal as compared to the impacts of the proposal as approved in the feasibility determination.

b. Conditions included in the feasibility determination are met.

\* \* \*

Section 2. The Council finds that an exemption from conducting State Environmental Policy Act (SEPA) review is necessary under Seattle Municipal Code Section 25.05.880 for this ordinance, and review by the City of any application by the King County Department of Natural Resources and Parks made under the authority of this ordinance, in order to expedite corrective action under Department of Ecology Order 19477 and to limit future unanticipated and unauthorized sewage bypass events.

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance

or the validity of its application to other persons or circumstances.

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 \_\_\_\_\_, 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)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Freeman 48178	NA

*\* 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 review decision procedures; amending Section 23.51A.002 of the Seattle Municipal Code to authorize the Director of the Seattle Department of Construction and Inspections to administratively waive development standards for minor expansions of sewage treatment plants subject to a Department of Ecology corrective order and finding an emergency under Seattle Municipal Code Section 25.05.880.

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

This legislation would provide a limited exception to the otherwise applicable land use permit process for minor expansions of waste water treatment plants that are subject to a Department of Ecology order. Specifically, the legislation would:

- Categorize proposed expansions as minor when they are below the current size threshold for minor expansions and are required to meet a Department of Ecology order for corrective action;
- Authorize the SDCI Director as a Type I, non-appealable decision to waive physical development standards, such as height, provided that the waiver is the least necessary to achieve the corrective action;
- Require a construction management plan to mitigate any potential construction impacts;
- Make procedural changes to allow an applicant to apply for a building permit prior to receiving any waivers; and
- Declare a SEPA emergency to exempt the legislation and project-level review by SDCI of an application filed pursuant to the bill from SEPA.

### **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.

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

The legislation provides an expedited pathway for land use approval for an expansion to King County's West Point Treatment Plant. The West Point Treatment Plant is currently subject to a Department of Ecology order requiring corrective action to mitigate events where untreated sewage is discharged to Puget Sound because of power failures and sags. Not implementing the legislation could require the County to pursue land use entitlements under the current process, which could delay implementation of the corrective action and lead to preventable untreated sewage discharge events.

**4. OTHER IMPLICATIONS**

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

Yes, the Seattle Department of Construction and Inspections.

**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, a hearing notice is required in the *Daily Journal of Commerce*.

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

This legislation affects wastewater treatment plants located in residential zones that are subject to a Department of Ecology order. This is likely only the West Point treatment plant.

**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?**

Untreated discharge events can harm local tribal fisheries.

**f. Climate Change Implications**

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

In the short-term, emission from construction equipment and vehicles travelling to the site may increase emissions. In the long-term, this legislation is unlikely to increase or decrease carbon emissions.

**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 may increase Seattle's resiliency by providing for faster mitigation of untreated sewage bypass events. Quicker mitigation increases the likelihood that there

will be fewer such events that could harm local fisheries and decrease the overall ecological health of Puget Sound.

- 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

**List attachments/exhibits below:**



## Legislation Text

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**File #:** CB 120239, **Version:** 2

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle’s construction codes; amending Sections C404.2.3, C404.2.3.1, C406.8, C406.8.1, C503.4.6, and C503.5 and Table 406.1 of the 2018 Seattle Energy Code, adopted by Ordinance 126279.

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

Section 1. Section C404.2.3 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**C404.2.3 ((~~Group R-1 and R-2 occupancies with central service~~)) Service water heating ((systems))**

**system type.** In buildings with central service water heating systems serving four or more Group R-1 or R-2 dwelling or sleeping units, and in any other building that has a heated water circulation system or a combined water heating capacity greater than 15 kW (51,195 Btu/h) under a single permit, the primary service water heating equipment shall not use fossil fuel combustion or electric resistance. Service hot water shall be provided by an air-source heat pump water heating (HPWH) system meeting the requirements of this section, or a ground-source heat pump water heating (GSHP) system. Supplemental service water heating equipment is permitted to use electric resistance in compliance with Section C404.2.3.4.

**SDCI Informative Note:** A “central service water heating system” in this context is a system that serves more than one dwelling unit, sleeping unit, tenant space, or building area. It can consist of a single water heating system or multiple systems each serving individual floors, risers or building areas. The term does not apply to an individual water heater serving a single use, such as a restaurant in a food court, a pair of toilet rooms, or an apartment building party room.

**Exceptions.**

1. Permits applied for prior to January 1, 2022.

2. A service water heating system in a tenant space under a separate permit with a total heating capacity in that tenant space that is no greater than 15 kW (51,195 Btu/h) is permitted to be electric resistance.

3. Point of use instantaneous electric water heaters, serving fixtures no more than 8 feet of developed pipe length from the water heater, are permitted and do not contribute to the building combined water heating capacity calculation.

((2)) 4. Solar thermal, wastewater heat recovery, other *approved* waste heat recovery, ground source heat pump, water-source heat pump system utilizing waste heat, and combinations thereof, are permitted to offset all or any portion of the required HPWH capacity where such systems comply with this code and the Seattle Plumbing Code.

((3)) 5. Systems meeting the requirements of the Northwest Energy Efficiency Alliance (NEEA) Advanced Water Heater Specifications for central service water heating systems.

6. Unitary heat pump water heaters located in conditioned space are permitted, where they are sized to meet all calculated service water heating demand using the heat pump compressor, and not supplementary heat.

7. For other than Group R-1 and R-2 occupancies, steam or hot water district energy systems that utilize fossil fuels as their primary source of heating energy, that serve multiple buildings, and that were already in existence prior to the effective date of this code, including more energy-efficient upgrades to such existing systems, are permitted to serve as the primary heating energy source.

8. Replacement equipment for existing central service water heating systems serving other than Group R-1 and R-2 occupancies is permitted to utilize fossil fuel or electric resistance heat as the primary heating energy source.

9. Commercial dishwashers, commercial food service equipment, and other approved process equipment are permitted to utilize electric booster heaters for supply water temperatures 120°F or higher.

Section 2. Section C404.2.3.1 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**C404.2.3.1 Primary heat pump system sizing.** The system shall include a primary service minimum output at 40°F dry bulb outdoor air temperature for air-source heat pumps, or 40°F ground temperature for ground-source heat pumps, that provides sufficient hot water for ~~((R-1 and/or R-2 occupancy))~~ uses as calculated using the equipment manufacturer's selection criteria or another *approved* methodology. Air source heat pumps shall be sized to deliver no less than 50 percent of the calculated demand for hot water production during the peak demand period when entering air temperature is 24°F.

**Exception:** 50 percent sizing at 24°F is not required for heat pumps located in a below-grade enclosed parking structure or other ventilated and unconditioned space that is not anticipated to fall below 40°F at any time.

\* \* \*

Section 3. Table C406.1 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**TABLE C406.1**  
**EFFICIENCY PACKAGE CREDITS**

Code Section	Commercial Building Occupancy					
	Group R-1	Group R-2	Group B	Group E	Group M	All Other
	Additional Efficiency Credits					
* * *						
8. High-efficiency service water heating in accordance with Sections C406.8.1 and C406.8.2	4.0 NA after 1/1/2022	5.0 NA after 1/1/2022	NA	NA	NA	8.0 <u>NA after 1/1/2022</u>
9. High performance service water heating in R-1 and R-2 buildings in accordance with Section C406.9	7.0 prior to 1/1/2022 <u>5.0 after 1/1/2022</u>	8.0 prior to 1/1/2022 <u>5.0 after 1/1/2022</u>	NA prior to 1/1/2022 <u>3.0 after 1/1/2022<sup>e</sup></u> Lab only	NA	NA	NA <u>3.0 after 1/1/2022<sup>f</sup></u>
* * *						



a. Projects using this option may not use Item 2.

b. This option is not available to buildings subject to the prescriptive requirements of Section C403.3.5 or C403.6.

c. Buildings or building areas that are exempt from thermal envelope requirements in accordance with Sections C402.1.1 and C402.1.2 do not qualify for this package.

d. 4.0 credits, instead of 2.0 credits, are permitted to be applied to areas of R-2 occupancy buildings other than *dwelling units*, including corridors, lobbies and tenant amenity spaces, where those areas comply with the requirements for this credit.

e. In Group B occupancies, the high-performance service water heating credit applies only to research and production laboratory spaces, and adjacent circulation serving those laboratory spaces, but not to associated office or other space uses.

f. Buildings, building additions, building areas, occupancy types, or tenant spaces with a service hot water load of 10 percent or more of total building energy loads, as demonstrated through an energy analysis complying with Section C407, or a minimum service water energy use of 15,000 Btu per square foot per year, as demonstrated through an alternate service hot water load calculation method approved by the code official, are permitted to apply this credit.

Section 4. Section C406.8 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**C406.8 Reduced energy use in service water heating.** Buildings with service hot water heating equipment that serves the whole building, building *addition* or tenant space shall comply with Sections C406.8.1 and C406.8.2. No service water heating systems incorporating fossil fuel-fired equipment, or heat from district energy systems that are primarily heated by fossil fuel combustion, are permitted to utilize this credit. After January 1, 2022, buildings subject to the requirements of Section C404.2.3 are not permitted to utilize this

credit.

Section 5. Section C406.8.1 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**C406.8.1 Building type.** Not less than 90 percent of the *conditioned floor area* of the whole building, building area, occupancy type, building *addition* or tenant space shall be of the following types:

1. Group R-1: Boarding houses, hotels or motels. ~~((Not applicable after 1/1/2022))~~
2. Group I-2: Hospitals, psychiatric hospitals and nursing homes.
3. Group A-2: Restaurants and banquet halls or buildings containing food preparation areas.
4. Group F: Laundries.
5. Group R-2. ~~((Not applicable after 1/1/2022))~~
6. Group A-3: Health clubs and spas.

7. Buildings with a service hot water load of 10 percent or more of total building energy loads, as shown with an energy analysis as described in Section C407 or as shown through alternate service hot water load calculations showing a minimum service water energy use of 15 k/Btu per square foot per year, as approved by the building official.

Section 6. Section C503.4.6 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**C503.4.6 New and replacement HVAC heating system equipment.** For new HVAC heating system equipment, substantial alterations as defined in Section C503.8.1, or where a building's central HVAC heating system equipment is augmented or replaced, the building shall comply with Section C403.1.4.

**Exception:** Where only one heating appliance is failing and is replaced by another having the same or lesser heating capacity and the same or higher efficiency, no other alterations are made to the central HVAC system, and this exception has not been used within the same building in the previous 24-month period, this provision does not apply.

\* \* \*

Section 7. Section C503.5 of the Seattle Energy Code, adopted by Ordinance 126279, is amended as follows:

**C503.5 Service hot water systems.** ~~((New))~~ For new service hot water systems, ((that are part of the alteration  
)) substantial alterations as defined in Section C503.8.1, or where a building's central hot water heating system  
equipment is augmented or replaced, the building shall comply with Section C404.

**Exception:** Where only one service hot water appliance is failing and is replaced by another having the same or lesser heating capacity and the same or higher efficiency, no other alterations are made to the central service hot water system, and this exception has not been used within the same building in the previous 24-month period, this provision does not apply.

Section 8. Sections 1 through 7 of this ordinance shall take effect and be in force on April 1, 2022.

Section 9. 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.

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Monica Martinez Simmons, City Clerk

(Seal)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Yolanda Ho / x6-5989	N/A

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

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to Seattle's construction codes; relating to Seattle's construction codes; amending Sections C404.2.3, C404.2.3.1, C406.8, C406.8.1, C503.4.6, and C503.5 and Table 406.1 of the 2018 Seattle Energy Code, adopted by Ordinance 126279.

**Summary and background of the Legislation:** This legislation would amend the 2018 Seattle Energy Code, adopted by Ordinance 126279 on February 1, 2021. As adopted, the 2018 Seattle Energy Code requires that central water heating in multi-family and hotel uses be performed by heat pump water heaters (HPWH), rather than gas or electric resistance water heaters. Commercial buildings are exempted from this requirement, allowing them to continue to use systems that rely on fossil fuels.

This legislation would extend the HPWH requirement to include new commercial buildings that incorporate more than minimal water heating capacity. There are several exceptions, most notably that this does not apply to upgrades of existing commercial buildings. Additionally, the legislation includes several technical changes to make the code provisions more coordinated and enforceable.

### **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?**

New City facilities and existing City buildings that need to replace their current water heating systems will need to comply with the higher-performance requirements of the code as part of the permitting process. Energy bills are anticipated to be unchanged.

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

Future conversion of building systems to higher-efficiency, lower-carbon equipment would be expensive and disruptive.

#### 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**  
New facilities from any department will need to comply with the higher-performance requirements of the code as part of the permitting process. Installing HPHW could result in higher capital costs as compared to a gas water heating system.
- 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 amendment would eliminate the use of fossil fuels for water heating in most new commercial buildings, helping to decrease Seattle’s greenhouse gas emissions. Climate change disproportionately impacts low-income people and people of color, and efforts to decrease emissions are intended to avoid the worst impacts of climate change over the long term.
- f. Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**  
This legislation would decrease carbon emissions from new buildings in Seattle.
  - 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 will increase resiliency by reducing dependence on fossil fuels.
- 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 a long-term strategy of the Seattle Climate Action Plan to reduce carbon pollution from buildings and supports implementation of Executive Order 2021-09, which calls for “all municipal buildings to operate without fossil fuel systems and appliances no later than 2035.”

**List attachments/exhibits below:**

None.



## Legislation Text

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**File #:** CB 120206, **Version:** 1

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AN ORDINANCE relating to land use and zoning; adding a new Chapter 23.70 to the Seattle Municipal Code (SMC); amending Chapter 23.32 of the SMC at page 14 of the Official Land Use Map to establish a Mobile Home Park Overlay District; amending Section 23.84A.032 of the SMC; and requesting that the Office of Housing add the census tract in which the Mobile Home Park Overlay District is located to those eligible for the affirmative marketing and community preference policy adopted in the *Housing Funding Policies*.

Full text of the legislation is attached.

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Freeman 48178	NA

*\* 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; adding a new Chapter 23.70 to the Seattle Municipal Code (SMC); amending Chapter 23.32 of the SMC at page 14 of the Official Land Use Map to establish a Mobile Home Park Overlay District; amending Section 23.84A.032 of the SMC; and requesting that the Office of Housing add the census tract in which the Mobile Home Park Overlay District is located to those eligible for the affirmative marketing and community preference policy adopted in the *Housing Funding Policies*.

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

This legislation would enact permanent regulations in the form of a new overlay district to replace a moratorium on mobile home park redevelopment first establish through Ordinance 125764. The overlay district would have more restrictive development standards applicable to redevelopment of existing mobile home parks. Those standards would:

- Limit residential uses to mobile homes, mobile home parks, and low-income housing on sites owned by a government, non-profit, or religious organization;
- Allow some commercial uses but limit the size of those uses;
- Establish height and setback limitations that are consistent with ongoing mobile home park residential uses; and
- Provide for the expiration of the overlay.

When the overlay lapses the sites could be developed to the densities and with the full range of uses allowed in the underlying C1-55 (M) zone, which allows significantly higher intensity of both residential and commercial use.

Low-income housing would be allowed as a residential use and current mobile home park residents would have a right of first offer, relocation assistance, and affordable rents based on the lesser of 30 percent of 40 percent of area median income or a third of their monthly income.

The proposal would also request that the Office of Housing add the census tract containing the overlay to those census tracts eligible for participation in the affirmative marketing and community preference policy adopted in the City's Housing Funding Policies (2019). Those policies provide opportunities for displaced residents to return to affordable housing in their prior neighborhood.



## 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.

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

Existing mobile home parks house many low-income and senior households. Displacement of low-income residents could increase demand for services provided by affordable housing and human services providers.

## 4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?  
Yes, the Seattle Department of Construction and Inspections and the Office of Housing.
- 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, a hearing notice is required in the *Daily Journal of Commerce*.
- d. Does this legislation affect a piece of property?  
The legislation affects property currently in use as mobile home parks. Those properties include the Halcyon mobile home park, located at 12234 Stone Av. N. and the Bella B mobile home park located at 1301 N. 125<sup>th</sup> St.
- 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?  
Mobile home parks offer market rate affordable housing to seniors and low-income households. This legislation reduces the probability that the City's remaining mobile home parks will be redeveloped while the overlay is in effect.

**f. Climate Change Implications**

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

The proposed overlay would cover property that was previously used as a landfill from approximately 1954 to 1957. After closure, the site was leveled and capped with soil. Methane gas is produced from the decomposition of landfill debris. Methane is a greenhouse gas that contributes to global warming. By reducing the probability that the remaining two mobile home parks will be redeveloped in the near future, the risk of emission increases from disturbing the capped landfill may be reduced.

**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 current location of two mobile home parks above a former landfill with residents who are members of vulnerable communities reflects an existing environmental equity concern. Reducing the potential for future residential development may mitigate amplification of that concern.

**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

**List attachments/exhibits below:**



## Legislation Text

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**File #:** CB 120214, **Version:** 1

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AN ORDINANCE relating to land use and zoning; renaming Single-Family zones to Neighborhood Residential zones; amending Chapter 23.32 of the Seattle Municipal Code (SMC) at pages 1 through 107, 111 through 114, 117 through 126, 131 through 140, 142 through 214, and 216 through 221 of the Official Land Use Map; renaming Chapter 23.44 of the Seattle Municipal Code; and amending Sections 6.600.080, 11.16.240, 15.16.040, 15.17.100, 15.17.120, 15.17.150, 15.32.200, 15.32.300, 22.801.200, 22.900C.010, 23.04.010, 23.30.010, 23.30.030, 23.34.006, 23.34.010, 23.34.011, 23.34.012, 23.34.013, 23.34.014, 23.34.018, 23.34.072, 23.34.089, 23.40.006, 23.41.004, 23.41.008, 23.42.052, 23.42.056, 23.42.058, 23.42.106, 23.42.108, 23.42.110, 23.42.112, 23.42.122, 23.42.124, 23.42.130, 23.44.002, 23.44.006, 23.44.008, 23.44.010, 23.44.011, 23.44.012, 23.44.013, 23.44.014, 23.44.016, 23.44.017, 23.44.019, 23.44.020, 23.44.021, 23.44.022, 23.44.024, 23.44.028, 23.44.034, 23.44.035, 23.44.036, 23.44.041, 23.44.046, 23.44.060, 23.45.514, 23.45.518, 23.45.527, 23.45.536, 23.45.550, 23.45.578, 23.47A.014, 23.47A.040, 23.50.024, 23.50.030, 23.51A.002, 23.51B.002, 23.53.006, 23.53.010, 23.53.015, 23.53.030, 23.54.015, 23.54.020, 23.55.012, 23.55.015, 23.55.020, 23.57.005, 23.57.008, 23.57.009, 23.57.010, 23.58C.050, 23.69.024, 23.71.012, 23.71.030, 23.71.036, 23.72.004, 23.72.010, 23.84A.048, 23.86.006, 23.86.007, 23.86.008, 23.86.010, 23.90.019, 23.91.002, 25.05.800, 25.08.225, 25.09.240, 25.09.260, 25.11.040, 25.11.050, and 25.11.060 of the Seattle Municipal Code.

Full text of the legislation is attached.

**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

..title

AN ORDINANCE relating to land use and zoning; renaming Single-Family zones to Neighborhood Residential zones; amending Chapter 23.32 of the Seattle Municipal Code (SMC) at pages 1 through 107, 111 through 114, 117 through 126, 131 through 140, 142 through 214, and 216 through 221 of the Official Land Use Map; renaming Chapter 23.44 of the Seattle Municipal Code; and amending Sections 6.600.080, 11.16.240, 15.16.040, 15.17.100, 15.17.120, 15.17.150, 15.32.200, 15.32.300, 22.801.200, 22.900C.010, 23.04.010, 23.30.010, 23.30.030, 23.34.006, 23.34.010, 23.34.011, 23.34.012, 23.34.013, 23.34.014, 23.34.018, 23.34.072, 23.34.089, 23.40.006, 23.41.004, 23.41.008, 23.42.052, 23.42.056, 23.42.058, 23.42.106, 23.42.108, 23.42.110, 23.42.112, 23.42.122, 23.42.124, 23.42.130, 23.44.002, 23.44.006, 23.44.008, 23.44.010, 23.44.011, 23.44.012, 23.44.013, 23.44.014, 23.44.016, 23.44.017, 23.44.019, 23.44.020, 23.44.021, 23.44.022, 23.44.024, 23.44.028, 23.44.034, 23.44.035, 23.44.036, 23.44.041, 23.44.046, 23.44.060, 23.45.514, 23.45.518, 23.45.527, 23.45.536, 23.45.550, 23.45.578, 23.47A.014, 23.47A.040, 23.50.024, 23.50.030, 23.51A.002, 23.51B.002, 23.53.006, 23.53.010, 23.53.015, 23.53.030, 23.54.015, 23.54.020, 23.55.012, 23.55.015, 23.55.020, 23.57.005, 23.57.008, 23.57.009, 23.57.010, 23.58C.050, 23.69.024, 23.71.012, 23.71.030, 23.71.036, 23.72.004, 23.72.010, 23.84A.048, 23.86.006, 23.86.007, 23.86.008, 23.86.010, 23.90.019, 23.91.002, 25.05.800, 25.08.225, 25.09.240, 25.09.260, 25.11.040, 25.11.050, and 25.11.060 of the Seattle Municipal Code.

..body

WHEREAS, before 1923, The City of Seattle allowed a mix of housing types and scattered

businesses in Seattle's neighborhoods; and

WHEREAS, in 1923, the City adopted its first land use code, which prohibited multifamily

structures and boarding houses in areas where they had previously been permitted; and

WHEREAS, since 1923, the City zoned some areas with existing multifamily buildings and

commercial uses to single-family zoning; and

WHEREAS, as a result, Seattle's Single Family zones frequently include a mix of land uses, a

condition that is not reflected in the term Single Family; and

WHEREAS, 54 percent of Seattle parcel area is zoned Single Family and 49 percent of the City

is in single-family use; and

1 WHEREAS, a similar portion of the City is designated as “Single Family Areas” on the Future  
2 Land Use Map; and

3 WHEREAS, in 2018, the Seattle Planning Commission (SPC) published “Neighborhoods for  
4 All,” which recommended changing the name of Single Family zones to Neighborhood  
5 Residential because “[t]he label of ‘Single Family Zone’ is a misnomer, as individuals  
6 and roommates can live in a house together without being a family”; and

7 WHEREAS, the SPC found that “[c]hanging the name of the zone to Neighborhood Residential  
8 would more accurately reflect the character of the zone, while not suggesting only  
9 families can live there”; and

10 WHEREAS, in 2019, in Resolution 31870, the City Council first called for the name of “Single  
11 Family” areas to be changed to “Neighborhood Residential”; and

12 WHEREAS, in 2019 and 2020, Resolutions 31896 and 31970, repeated the call to change the  
13 name of single-family areas; and

14 WHEREAS, the City has amended the Comprehensive Plan to change the name of lower-density  
15 residential areas from “Single Family” to “Neighborhood Residential”;

16 WHEREAS, the City’s land use code should remain consistent with the Comprehensive Plan,  
17 and one way to maintain that consistency is to rename the “Single Family” zones to  
18 “Neighborhood Residential” zones in most circumstances;

19 WHEREAS, because of the unique requirements of the Shoreline Management Act, the City  
20 intends to update terms in Chapter 23.60A of the Seattle Municipal Code as part of the  
21 next general update to Seattle’s Shoreline Master Program Regulations; and

22 WHEREAS, the City did not elect to amend the reference of “single family” in the term “single  
23 family dwelling unit” or “single family structures” in the Code because those terms refer

to individual buildings or units, rather than to neighborhoods that contain a mix of uses;

NOW, THEREFORE,

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

Section 1. The Official Land Use Map, Chapter 23.32 of the Seattle Municipal Code, is amended to rezone properties on pages 1 through 107, 111 through 114, 117 through 126, 131 through 140, 142 through 214, and 216 through 221 of the Official Land Use Map to change the names of Single Family zones to the comparable Neighborhood Residential zones, as follows:

Table 1 for Section 1: Zoning Name Changes	
Existing Zone (Abbreviation)	New Zone (Abbreviation)
Residential, Single Family 9600 (SF 9600)	Residential, Neighborhood 1 (NR1)
Residential, Single Family 7200 (SF 7200)	Residential, Neighborhood 2 (NR2)
Residential, Single Family 5000 (SF 5000)	Residential, Neighborhood 3 (NR3)

Section 2. Section 6.600.080 of the Seattle Municipal Code, enacted by Ordinance 125490, is amended as follows:

**6.600.080 Bed and breakfast operator general provisions**

All bed and breakfast operators who advertise or offer a bed and breakfast unit on a platform in the City, shall comply with the following:

\* \* \*

C. If operating within a (~~single-family~~) neighborhood residential zone, comply with all standards provided in Section 23.44.051. If operating within a multi-family zone, comply with all standards provided in subsection 23.45.545.G.

\* \* \*

Section 3. Section 11.16.240 of the Seattle Municipal Code, last amended by Ordinance 123564, is amended as follows:

**11.16.240 Traffic Engineer—Authority—Review and recommend**

It shall be the function of the Traffic Engineer under the supervision of the Director of Transportation to:

\* \* \*

G. Review and make recommendations concerning all applications for all building permits except in ~~((single family (SF)))~~ neighborhood residential (NR) and Lowrise 1 (LR1) zones regarding facilitation of traffic with respect to new or existing driveways;

\* \* \*

Section 4. Section 15.16.040 of the Seattle Municipal Code, last amended by Ordinance 125946, is amended as follows:

**15.16.040 Terms and conditions**

\* \* \*

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

1. The applicant shall be the owner or occupant of the abutting property;
2. The café shall abut the applicant's business frontage unless an alternative location is approved;
3. The café shall be operated by a food service business holding all necessary City and state permits and licenses;
4. The café shall not be located in the public place abutting a lot zoned NR1, NR2, NR3, RSL, ~~((SF 5000, SF 7200, SF 9600,))~~ LR1, LR2, or LR3 as these zoning

designations are defined under subsection 23.30.010.A unless the abutting zone has an RC classification as shown on the Official Land Use Map, Chapter 23.32;

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

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

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

8. The applicant shall obtain all applicable permits for installing the café and all associated café elements, including but not limited to platforms and other structures. Platforms or other structures may be approved when necessary for site-leveling, accessibility, or any public-use purpose.

\* \* \*

Section 5. Section 15.17.100 of the Seattle Municipal Code, last amended by Ordinance 125946, is amended as follows:

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

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

1. The permittee shall comply with all requirements established by Public



Health—Seattle & King County, the King County Board of Health, and the Seattle Fire Department if propane or a combustible fuel is used;

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

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

4. The permittee's vending cart or food vehicle shall not be located in the public place abutting a lot zoned NR1, NR2, NR3, RSL, (~~SF 5000, SF 7200, SF 9600~~), LR1, LR2, or LR3 as these zoning designations are defined under subsection 23.30.010.A if the abutting zoning does not have an RC classification as shown on the Official Land Use Map, Chapter 23.32;

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

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

a. An unobstructed corner clearance zone;

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

c. An unobstructed 3-foot-wide pedestrian straight path as defined in Section 15.02.046 within the designated pedestrian clear zone that extends along the permitted

1 area and for 25 feet on either end of the permitted area's boundaries along the block face;

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

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

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

11 c. Shall be located:

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

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

19 3) At least 10 feet from the corner clearance zone when located in  
20 the furniture zone; and

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

23 8. The Traffic Engineer or Director of Transportation has authority to require

1 dimensions greater than the minimum standards included in subsections 15.17.100.A.6 and  
2 15.17.100.A.7 to provide for pedestrian passage, traffic management, or any other public-use  
3 purpose;

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

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

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

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

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

15 \* \* \*

16 Section 6. Section 15.17.120 of the Seattle Municipal Code, last amended by Ordinance  
17 125946, is amended as follows:

18 **15.17.120 Food vending from a curb space**

19 \* \* \*

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

22 1. The proposed location is:

23 a. At least 50 feet from a food service business when vending food or

1 nonalcoholic beverages;

2                               b. Not located in the public place abutting a lot zoned NR1, NR2, NR3,  
3 RSL, (~~((SF 5000, SF 7200, SF 9600,))~~) LR1, LR2, or LR3 as these zoning designations are defined  
4 under subsection 23.30.010.A if the abutting zoning does not have an RC classification as shown  
5 on the Official Land Use Map, Chapter 23.32; and

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

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

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

- 19                           1. The permittee shall reserve the curb space as required in Title 11;
- 20                           2. The permittee shall comply with the requirements in subsection 15.17.120.A;
- 21                           3. The temporary-curb-space vending Street Use permit shall only be issued for
- 22 an event located on private property abutting the curb space or an event located in the adjoining
- 23 public place. If the event requires a Special Event as permitted and authorized under Chapter

1 15.52, the Director of Transportation shall not issue a temporary-curb-space vending Street Use  
2 permit; and

3 4. The vending activity shall end by 10 p.m. if located in the public place abutting  
4 a lot zoned NR1, NR2, NR3, RSL, ((~~SF 5000, SF 7200, SF 9600,~~)) LR1, LR2, or LR3 as these  
5 zoning designations are defined under subsection 23.30.010.A if the abutting zoning does not  
6 have an RC classification as shown on the Official Land Use Map, Chapter 23.32.

7 \* \* \*

8 Section 7. Section 15.17.150 of the Seattle Municipal Code, last amended by Ordinance  
9 125946, is amended as follows:

10 **15.17.150 Merchandise display from a public place**

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

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

16 a. An unobstructed corner clearance zone;

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

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

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

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

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

c. Shall be located:

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

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

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

4. The merchandise display shall not be located in the public place abutting a lot zoned NR1, NR2, NR3, RSL, (~~SF 5000, SF 7200, SF 9600;~~) LR1, LR2, or LR3 as these zoning designations are defined under subsection 23.30.010.A if the abutting zoning does not have an RC classification as shown on the Official Land Use Map, Chapter 23.32;

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

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

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

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

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

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

\* \* \*

Section 8. Section 15.32.200 of the Seattle Municipal Code, last amended by Ordinance 125946, is amended as follows:

**15.32.200 At-grade communication cabinets**

\* \* \*

F. The applicant for a new at-grade communication cabinet proposal that is more than 36 inches in height including footings or bases as measured from the grade of the surrounding public place, or has a maximum volume of more than 18 cubic feet, shall: (1) send notice of a Seattle Department of Transportation application by first-class mail to all business entities, property owners, and residents located within a 100-foot radius from where the communication cabinet is proposed to be located; and (2) post notice of the new application at the proposed site.

1 The notice shall be displayed towards the nearest public place that abuts the site and is viewable  
2 by the public and shall be maintained on the site for the duration of the public notice period.

3 1. If the new at-grade communication cabinet proposal is more than 36 inches in  
4 height including footings or bases as measured from the grade of the surrounding public place, or  
5 has a maximum volume of more than 18 cubic feet, and is abutting a lot zoned NR1, NR2, NR3,  
6 RSL, ((~~SF 5000, SF 7200, SF 9600,~~)) LR1, LR2, or LR3 as these zoning designations are defined  
7 under subsection 23.30.010.A and the abutting zoning does not have an RC classification as  
8 shown on the Official Land Use Map, Chapter 23.32 ("residentially zoned parcels"), the  
9 communication cabinet shall be fully screened from the public place and abutting private  
10 property. If it is not feasible to install mitigation screening due to physical site constraints, the  
11 applicant shall provide an alternative mitigation proposal within 200 feet of the project. If the  
12 alternative mitigation cannot be located within 200 feet of the project, the applicant shall propose  
13 an alternative location that the Director shall review and may approve. All mitigation screening  
14 shall comply with setback standards in Section 15.32.250 and remain the permittee's sole  
15 responsibility to maintain so long as the communication cabinet or accessory equipment occupies  
16 the public place. As determined by the Director, mitigation screening may include landscaping,  
17 fencing, or visual treatment to the cabinet surface. Visual treatment to the cabinet may include  
18 paint, decals, vinyl wraps, photos, or other surface treatments. A cabinet shall be considered fully  
19 screened for visual treatment purposes when the treatment is applied to all communication  
20 cabinet vertical surfaces.

21 2. The applicant shall send and post all required notices at least three calendar  
22 days before the start of the public notice period. The mailing and on-site notice shall be on a  
23 form provided by the Department of Transportation and shall include: a description of the



proposed location and installations, comment period dates, information on how the public can submit comments to the Seattle Department of Transportation, and how to request a reconsideration of a Street Use permit decision. If the proposal is abutting a residentially zoned parcel, the mailing and on-site notice shall include a visual and narrative description of the proposed mitigation screening required in subsection 15.32.200.F.1.

3. Written comments concerning the application shall be postmarked or emailed to the Director of Transportation within ten business days after the first day of the public notice period.

4. The applicant shall provide the Director of Transportation with a mailing list containing the individuals the notice was mailed to, the recipient's mailing address, and date the notice was mailed to each recipient.

\* \* \*

Section 9. Section 15.32.300 of the Seattle Municipal Code, last amended by Ordinance 124920, is amended as follows:

**15.32.300 Attachments to City-owned poles.**

The terms and conditions for attaching to City-owned poles by entities other than co-owners of the poles shall be as follows:

\* \* \*

C. If additional communication space is available on City-owned poles, after reserving one space for the City and after accounting for the space occupied by existing services already on the poles, the City may permit additional attachments in communication space under the following conditions:

1. The needs of the City are paramount. The City shall be the determinant

1 regarding any question of right to attach, construction compliance or contract interpretation  
2 regarding attachment to poles. Permission to make attachments to the City's poles may be  
3 withdrawn for violation of applicable codes, for breach of contract, for failure to supply proof  
4 of required permits, by governmental directive or for any reason associated with the City's  
5 requirements for the use of its poles or public right-of-way. The City may direct the immediate  
6 removal of attachments at the owner's expense, if attachments fail to conform to codes or the  
7 City's requirements, or if attachments interfere with City operations.

8                   2. All attachments shall be made in accordance with all applicable codes as well  
9 as City electrical standards, guidelines and practices.

10                   3. All attachments, including co-lashing, shall be subject to prior approval of the  
11 Seattle Information Technology Department, Seattle Department of Transportation and the  
12 City Light Department in accordance with the following principles, requirements and  
13 procedures:

14                   a. Providing for the safety of the public, City employees, private  
15 contractors, and other users of poles is a fundamental principle which must be observed.

16                   b. The primary function of the City's poles is to support the City's  
17 electrical lines and equipment.

18                   c. The City shall neither replace existing poles with taller poles nor add  
19 crossarms to existing poles to create more communication space on the poles, except as  
20 described in subsection 15.32.300.C.4 below.

21                   d. Any new attachments must accommodate any prior agreements  
22 between the City and other entities regarding use of space on the poles.

23                   e. The City shall not relinquish the one communication space reserved

1 for its own use on every pole. At the request of the applicant, however, the City shall consider  
2 creating additional space for communication uses on the poles by taking such actions as  
3 removing secondary rack wiring and substituting triplex wire, moving streetlight fixtures, guy  
4 wires and other attachments to the poles and by providing for co-lashing. Any actions  
5 undertaken to create more communication space shall be considered make-ready work, and any  
6 such costs shall be borne by the applicant.

7 f. Approval of attachments may include requirements for extra mitigation  
8 measures in certain areas, such as residential, critical areas and shoreline zones, greenbelts,  
9 parks, historic districts and viewsheds. All such extra measures, including any additional  
10 public involvement and/or environmental review, shall be taken in accordance with directives  
11 from the General Manager and Chief Executive Officer of the City Light Department, and all  
12 costs associated with such extra measures and review shall be paid by the applicant.

13 g. All make-ready costs such as costs for any permits, environmental  
14 review, adjustment of other equipment on the pole, tree replacement and tree trimming, shall  
15 be paid by the applicant prior to making any attachments to the poles.

16 h. As a condition of securing the City's permission to use its poles for  
17 attachment of cable, all applicants shall be required to permit co-lashing to their own cable of  
18 up to two other cables, which may be owned and operated by other entities. All cable  
19 attachments that initially occupy a space on a City-owned pole shall be required to provide an  
20 external or internal support ("messenger") wire that is capable of supporting two other cables  
21 in addition to the initial cable installed by the applicant. Owners of cable subsequently co-  
22 lashed to the initial cable shall pay the owner of the initial cable a proportionate share of the  
23 cost of the messenger wire. All entities co-lashing together shall be required to provide one

1 another with reciprocal indemnity provisions equivalent to those which must be granted to the  
2 City by each of them pursuant to Section 15.32.150. Co-lashing shall not be required of any  
3 applicant until all other spaces on the pole, other than the City's reserved space, have been  
4 utilized. The City Light Department shall issue a Department Policy and Procedure for  
5 providing co-lashing space based on costs, operational convenience, cable size, and other  
6 criteria which are developed in the course of producing such Department Policy and Procedure.

7 i. In addition to the indemnification required by Section 15.32.150, the  
8 City may require that the applicant provide the City and entities permitted to co-lash with  
9 additional indemnification, such as indemnification from a parent company, and/or require that  
10 the applicant provide proof of specific insurance provisions acceptable to the City which cover  
11 potential exposure of both the applicant and the City.

12 j. As a further condition of securing the City's permission to use its poles  
13 for attachment of cable, all applicants upon request shall be required to provide the City with  
14 capacity on the applicant's cable over and above the capacity specifications submitted by the  
15 applicant. Such additional capacity may be in the form of dedicated fiber or dedicated space on  
16 the same cable being installed by the applicant or in the form of separate cable, as specified by  
17 the Seattle Information Technology Department, and shall be dedicated to the City for as long  
18 as the cable is attached to the City's poles. The City shall have the right to use that capacity for  
19 any governmental purpose and the right to lease that capacity to any public or nonprofit  
20 entities. The incremental costs of adding the specified amount of capacity for the City shall be  
21 borne by the City.

22 k. Applications for attachment to City-owned poles shall be submitted to  
23 the City Light Department. The City Light Department shall then coordinate that request with

1 the Seattle Department of Transportation and the Seattle Information Technology Department.  
2 Approval of all three departments shall be required prior to the issuance of a permit to attach to  
3 the poles.

4                   l. All applications for pole attachment shall be considered on a first-  
5 come, first-serve basis, provided that where space is limited, attachment permits shall be given  
6 first to public entities, second to entities which are common carriers, third to entities which  
7 request attachment to six poles or less for their own private communication needs, and fourth  
8 to others.

9                   m. If no space can be created on the poles requested, the applicant may  
10 seek an exception to any of the requirements set forth in this section by submitting a written  
11 request to a three person review committee comprised of one representative each from the  
12 Seattle Information Technology Department, the Seattle Department of Transportation, and the  
13 City Light Department. The committee shall review the request with reference to  
14 considerations which may warrant making an exception including, but not limited to reduced  
15 environmental effects, the lack of alternatives for achieving equivalent service available to the  
16 applicant, the lack of alternative routing which can be made available and the feasibility of  
17 undergrounding all or part of the cable. After engaging in a review of the application, the  
18 committee shall forward a recommendation to the Mayor and City Council. Exceptions will not  
19 be recommended where the City Light Department believes the safety will be compromised by  
20 the granting of an exception. Any exceptions to the requirements of this Section 15.32.300  
21 must be approved by ordinance.

22                   n. All entities that are provided attachments to City-owned poles, other  
23 than Class II attachments, including attachments by means of co-lashing, shall pay a rental fee

for each such attachment at a rate established by ordinance. All income from such pole rental rates shall be paid into the Light Fund.

4. Provisions for special attachments

a. Class II attachments shall be limited to situations where: (i) make-ready costs are paid by the provider; (ii) pole/equipment, installation, operation, and maintenance costs are paid by the provider; and (iii) visual impacts of antennas and other attachments are reduced to a degree acceptable to the General Manager and Chief Executive Officer.

b. Class II attachment requests are subject to public notice and comment. Approval of attachments may include requirements for extra mitigation measures in certain areas, such as residential, critical areas and shoreline zones, greenbelts, parks, historic districts and view-sheds. All such extra measures, including any additional public involvement and/or environmental review, shall be taken in accordance with directives from the General Manager and Chief Executive Officer of the City Light Department, and all costs associated with such extra measures and review shall be paid by the applicant. Where a request meets the following criteria in Seattle, the applicant shall apply to the Department of Planning and Development and pay for an attachment siting review and recommendation consistent with the application, fee, notice, timeline and criteria for an administrative conditional use permit. The recommendation of the Department of Planning and Development shall be advisory to the General Manager and Chief Executive Officer:

Zone	Street Type	Zoning Height Limit (ft)	Pole Height Requested (ft)
<del>((SF,))</del> NR, L-1, NC-1	Nonarterial	<40	<60

((SF,)) NR, L-1, NC-1	Arterial	<40	>60
L-2, L-3, L-4, NC-2	Either	<40	>60
NC-3, C, I, MI	Either	<40	>60

c. Where the request is for a location outside Seattle, the applicant shall comply with all applicable requirements of the local jurisdiction where the property is located.

d. Class II attachments shall be permitted substantially in the form of the site agreements authorized by Ordinance 118737, together with special terms and conditions within the site agreement.

e. Class II rental rates shall be established at fair market value as determined by the City Light Department and set forth in the special terms and conditions within the site agreement. All income from such Class II rental rates shall be paid into the Light Fund.

Section 10. Section 22.801.200 of the Seattle Municipal Code, last amended by Ordinance 126336, is amended as follows:

**22.801.200 "S"**

\* \* \*

"Single-family residential project" means a project that constructs one Single-family Dwelling Unit as defined in subsection 23.84A.032 and any associated accessory dwelling unit located in land classified as being ((Single family Residential 9,600 (SF 9600), Single family Residential 7,200 (SF 7200), or Single family Residential 5,000 (SF 5000))) Neighborhood Residential 1 (NR1), Neighborhood Residential 2 (NR2), or Neighborhood Residential 3 (NR3)

pursuant to Section 23.30.010, and the total new plus replaced hard surface is less than 5,000 square feet.

\* \* \*

Section 11. Table C-1 for Section 22.900C.010 of the Seattle Municipal Code, which section was last amended by Ordinance 126213, is amended as follows:

**22.900C.010 Land use fees**

\* \* \*

Table C-1 for 22.900C.010—LAND USE FEES	
A. MASTER USE PERMIT, ENVIRONMENTAL CRITICAL AREAS, CITY COUNCIL, and HEARING EXAMINER APPROVALS	
Hours worked beyond those covered by minimum will be charged the Land Use hourly rate, unless otherwise noted, and are payable at time of invoice.	
Type of Land Use Review	Minimum Fee
General—first 10 hours of review	Land Use Hourly × 10
Low-Income Housing—first 24 hours of review <sup>1</sup>	Land Use Hourly × 10
1. Administrative conditional uses (ACUs) ACUs for community centers, child care centers, adult care centers, private schools, religious facilities, and public and private libraries in ((single-family)) <u>neighborhood residential</u> and multi-family zones shall be charged a minimum fee of \$1,970 for the first 20 hours. Additional hours shall be charged at the Land Use hourly rate. This exception applies if the application is for an ACU only, or an ACU combined with a variance application.	
2. Design Review The minimum fee for Administrative Design Review, Master Planned Community Design Review and Streamlined Design Review is \$3,940. The minimum fee for full Design Review is \$7,880, which covers the first 20 hours of review. Refer to subsection 15 of this Table C-1 for 22.900C.010 for fees related to Design Review for Tree Protection.	
3. Environmental reviews (SEPA), including projects with more than one addressed site.	
4. Environmentally critical areas (ECA)	
a. Environmentally Critical Areas variance <sup>2</sup>	
b. ECA Exception	
c. Environmentally Critical Areas Administrative Conditional Use	
5. Shoreline permits	
a. Substantial development permits	
b. Variances <sup>2</sup> and conditional uses	
6. Short subdivisions <sup>3</sup> ; refer to subsection 10 of Table D-2 for 22.900D.010 for additional fees that may apply to this permit type	
7. Special exceptions	



8. Variances<sup>2</sup>

Variances for community centers, child care centers, adult care centers, private schools, religious facilities, and public and private libraries in ~~((single family))~~ neighborhood residential and multi-family zones shall be charged a minimum fee of \$1,970 for the first 20 hours. Additional hours shall be charged at the Land Use hourly rate. This exception applies if the application is for a variance only, or a variance combined only with an ACU application.

9. Type II land use approvals such as, but not limited to, planned community/residential development, major phased developments, and other Type II approvals that are not categorized otherwise in this Table C-1 for 22.900C.010.

10. The minimum fee for Council conditional uses, Rezones, Public Projects, and all other Type IV and Type V land use approvals shall be \$7,880, which covers the first 20 hours of review.

11. Full subdivisions<sup>4</sup>; refer to subsection 10 of Table D-2 for 22.900D.010 for additional fees that may apply to this permit type

12. Reserved

13. Reserved

\* \* \*

Section 12. Section 23.04.010 of the Seattle Municipal Code, last amended by Ordinance 123913, is amended as follows:

**23.04.010 Transition to the Land Use Code**

\* \* \*

C. Existing Planned Unit Developments. Planned unit developments (PUDs) in ~~((an SF))~~ a neighborhood residential or multifamily zone regulated under Title 23 which were authorized pursuant to Title 24 shall be permitted to develop according to the specific terms of such authorizations. This shall include the opportunity to apply to the Council for an extension of time for completion of PUDs. Upon completion of the PUDs, the provisions of Title 23, including all use and development standards, shall apply.

Section 13. Section 23.30.010 of the Seattle Municipal Code, last amended by Ordinance 125792, is amended as follows:

**23.30.010 Classifications for the purpose of this Subtitle III**

A. General zoning designations. The zoning classification of land shall include one of the designations in this subsection 23.30.010.A. Only in the case of land designated "RC," the classification shall include both "RC" and one additional multifamily zone designation in this subsection 23.30.010.A.

Zones	Abbreviated
Residential, (( <del>Single family 9,600</del> )) <u>Neighborhood 1</u>	(( <del>SF 9600</del> )) <u>NR1</u>
Residential, (( <del>Single family 7,200</del> )) <u>Neighborhood 2</u>	(( <del>SF 7200</del> )) <u>NR2</u>
Residential, (( <del>Single family 5,000</del> )) <u>Neighborhood 3</u>	(( <del>SF 5000</del> )) <u>NR3</u>
Residential, <u>Neighborhood</u> , Small Lot	RSL
* * *	

Section 14. Section 23.30.030 of the Seattle Municipal Code, enacted by Ordinance 110381, is amended as follows:

**23.30.030 Property not specifically zoned.**

In every case where property has not been specifically included within a zone on the Official Land Use Map the property is declared to be in the ((~~SF 9600~~)) NR1 Zone. This provision shall apply to any property included in areas annexed to the City after the effective date of this provision unless the area is zoned at the time of annexation.

Section 15. Table A for Section 23.34.006 of the Seattle Municipal Code, which section was enacted by Ordinance 125791, is amended as follows:

**23.34.006 Application of MHA suffixes in Type IV rezones**

\* \* \*

Table A for 23.34.006 MHA Zone Categories	
Category Number	Zones
Category 1	(( <del>Single family</del> )) <u>Neighborhood residential</u> zones
Category 2	LR1, LR2

Category 3	LR3, C or NC zones with a height limit of 30, 40, or 55 feet
Category 4	Zones with height limits greater than 55 feet and equal to or less than 95 feet
Category 5	Zones with heights greater than 95 feet <sup>1</sup>
Footnote to Table A for 23.34.006 <sup>1</sup> An increase in development capacity of more than 25 percent, but no more than 50 percent, within Category 5 should be treated as a change of a single category. An increase in development capacity of more than 50 percent within Category 5 should be treated as a change of two categories.	

\* \* \*

Section 16. Section 23.34.010 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.34.010 Designation of ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones**

A. Except as provided in subsection 23.34.010.B, areas zoned ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3 may be rezoned to zones more intense than ((~~SF 5000~~)) NR3 only if the City Council determines that the area does not meet the locational criteria for ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3 zones.

B. Areas zoned ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3 that meet the locational criteria contained in subsections 23.34.011.B.1 through 23.34.011.B.3 may only be rezoned to zones more intense than ((~~SF 5000~~)) NR3 if they are located within the adopted boundaries of an urban village, and the rezone is to a zone that is subject to the provisions of Chapter 23.58B and Chapter 23.58C.

Section 17. Section 23.34.011 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.34.011 ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, function, and locational criteria**

1           A. Function. An area that provides predominantly detached single-family structures on  
2 lot sizes compatible with the existing pattern of development and the character of ~~((single-family~~  
3 ~~neighborhoods))~~ neighborhood residential areas.

4           B. Locational criteria. ~~((A SF 5000, SF 7200, or SF 9600))~~ An NR1, NR2, or NR3 zone  
5 designation is most appropriate in areas that are outside of urban centers and villages and meet  
6 the following criteria:

7                   1. Areas that consist of blocks with at least 70 percent of the existing structures,  
8 not including detached accessory dwelling units, in single-family residential use; or

9                   2. Areas that are designated by an adopted neighborhood plan as appropriate for  
10 single-family residential use; or

11                   3. Areas that consist of blocks with less than 70 percent of the existing structures,  
12 not including detached accessory dwelling units, in single-family residential use but in which an  
13 increasing trend toward single-family residential use can be demonstrated; for example:

14                           a. The construction of single-family structures, not including detached  
15 accessory dwelling units, in the last five years has been increasing proportionately to the total  
16 number of constructions for new uses in the area, or

17                           b. The area shows an increasing number of improvements and  
18 rehabilitation efforts to single-family structures, not including detached accessory dwelling units,  
19 or

20                           c. The number of existing single-family structures, not including detached  
21 accessory dwelling units, has been very stable or increasing in the last five years, or

22                           d. The area's location is topographically and environmentally suitable for  
23 single-family residential developments.

1 C. An area that meets at least one of the locational criteria in subsection 23.34.011.B  
2 should also satisfy the following size criteria in order to be designated as a ((~~SF 5000, SF 7200,~~  
3 ~~or SF 9600~~)) NR1, NR2, or NR3 zone:

4 1. The area proposed for rezone should comprise 15 contiguous acres or more, or  
5 should abut existing ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3 zones.

6 2. If the area proposed for rezone contains less than 15 contiguous acres, and does  
7 not abut existing ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3 zones, then it should  
8 demonstrate strong or stable single-family residential use trends or potentials such as:

9 a. That the construction of single-family structures, not including detached  
10 accessory dwelling units, in the last five years has been increasing proportionately to the total  
11 number of constructions for new uses in the area, or

12 b. That the number of existing single-family structures, not including  
13 detached accessory dwelling units, has been very stable or increasing in the last five years, or

14 c. That the area's location is topographically and environmentally suitable  
15 for single-family structures, or

16 d. That the area shows an increasing number of improvements or  
17 rehabilitation efforts to single-family structures, not including detached accessory dwelling units.

18 D. Half-blocks at the edges of ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3  
19 zones which have more than 50 percent single-family structures, not including detached  
20 accessory dwelling units, or portions of blocks on an arterial which have a majority of single-  
21 family structures, not including detached accessory dwelling units, shall generally be included.  
22 This shall be decided on a case-by-case basis, but the policy is to favor including them.

Section 18. Section 23.34.012 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.34.012 Neighborhood Residential Small Lot (RSL) zone, function and locational criteria**

A. Function. An area within an urban village that provides for the development of homes on small lots that may be appropriate and affordable to households with children and other households which might otherwise choose existing detached houses on larger lots.

B. Locational criteria. An RSL zone is most appropriate in areas generally characterized by the following:

1. The area is similar in character to ((~~single-family~~)) neighborhood residential zones;

2. The area is located inside an urban center, urban village, or Station Area Overlay District where it would provide opportunities for a diversity of housing types within these denser environments;

3. The area is characterized by, or appropriate for, a mix of single-family dwelling units, multifamily structures that are similar in scale to single-family dwelling units, such as duplex, triplex, rowhouse, and townhouse developments, and single-family dwelling units that have been converted to multifamily residential use or are well-suited to conversion;

4. The area is characterized by local access and circulation that can accommodate low density development oriented to the ground level and the street, and/or by narrow roadways, lack of alleys, and/or irregular street patterns that make local access and circulation less suitable for higher density multifamily development;

5. The area is within a reasonable distance of frequency transit service, but is not close enough to make higher density multifamily development more appropriate.

6. The area would provide a gradual transition between ~~((single-family))~~ neighborhood residential zoned areas and multifamily or neighborhood commercial zoned areas; and

7. The area is supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers.

Section 19. Section 23.34.013 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.34.013 Designation of multifamily zones**

An area zoned ~~((single-family))~~ neighborhood residential that meets the criteria of Section 23.34.011 for ~~((single-family))~~ designation as NR1, NR2 or NR3 may not be rezoned to multifamily except as otherwise provided in Section 23.34.010.B.

Section 20. Section 23.34.014 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.34.014 Lowrise 1 (LR1) zone, function and locational criteria**

\* \* \*

B. Locational Criteria. The LR1 zone is most appropriate in areas generally characterized by the following conditions:

1. The area is similar in character to ~~((single-family))~~ neighborhood residential zones;

2. The area is either:

a. located outside of an urban center, urban village, or Station Area Overlay District;

b. a limited area within an urban center, urban village, or Station Area Overlay District that would provide opportunities for a diversity of housing types within these denser environments; or

c. located on a collector or minor arterial;

3. The area is characterized by a mix of single-family dwelling units, multifamily structures that are similar in scale to single-family dwelling units, such as rowhouse and townhouse developments, and single-family dwelling units that have been converted to multifamily residential use or are well-suited to conversion;

4. The area is characterized by local access and circulation that can accommodate low density multifamily development oriented to the ground level and the street, and/or by narrow roadways, lack of alleys, and/or irregular street patterns that make local access and circulation less suitable for higher density multifamily development;

5. The area would provide a gradual transition between (~~single-family~~) neighborhood residential zoned areas and multifamily or neighborhood commercial zoned areas; and

6. The area is supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers.

Section 21. Section 23.34.018 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.34.018 Lowrise 2 (LR2) zone, function and locational criteria**

\* \* \*

B. Locational Criteria. The LR2 zone is most appropriate in areas generally characterized by the following conditions:



1. The area is either:

a. located in an urban center, urban village, or Station Area Overlay

District where new development could help establish a multifamily neighborhood of small scale and density; or

b. located in or near an urban center, urban village, or Station Area

Overlay District, or on an arterial street, and is characterized by one or more of the following conditions:

1) small-scale structures generally no more than 35 feet in height that are compatible in scale with ((SF)) NR and LR1 zones;

2) the area would provide a gradual transition between ((SF)) NR or LR1 zones and more intensive multifamily or neighborhood commercial zones; and

2. The area is characterized by local access and circulation conditions that accommodate low density multifamily development;

3. The area has direct access to arterial streets that can accommodate anticipated vehicular circulation, so that traffic is not required to use streets that pass through lower density residential zones; and

4. The area is well supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers, and has good pedestrian access to these facilities.

Section 22. Section 23.34.072 of the Seattle Municipal Code, last amended by Ordinance 122575, is amended as follows:

**23.34.072 Designation of commercial zones.**

\* \* \*

B. Areas meeting the locational criteria for a ~~((single-family))~~ neighborhood residential designation may be designated as certain neighborhood commercial zones as provided in Section 23.34.010.

\* \* \*

Section 23. Section 23.34.089 of the Seattle Municipal Code, enacted by Ordinance 120452, is amended as follows:

**23.34.089 Locational criteria—Station Area Overlay District.**

A. Establishing a Station Area Overlay District. In reviewing a proposal to establish a Station Area Overlay District, the following criteria shall be considered:

1. Function. To preserve or encourage a diverse, mixed-use community with a pedestrian orientation around proposed light rail stations or access to other high capacity transit, where incompatible automobile-oriented uses are discouraged and transit-oriented use and development is encouraged.

2. Desired Characteristics. The Station Area Overlay District designation is most appropriate in areas generally characterized by one or more of the following:

a. High levels of pedestrian activity at street level in commercial and mixed-use zones; or

b. Presence of a wide variety of retail/service activities in commercial and mixed-use zones; or

c. Minimal pedestrian-auto conflicts; or

d. Medium to high residential density in close proximity to light rail stations or access to other high capacity transit.

3. Physical Conditions Favoring Designation as Station Area Overlay District.

The Station Area Overlay District shall be located around a proposed light rail station or access to other high capacity transit and include land within approximately one thousand three hundred and twenty feet (1,320') of the station or stop. Other factors to consider in including properties within the overlay district include, but are not limited to the following:

a. Presence of medium to high density residential zoning in proximity to the proposed light rail station or access to other high capacity transit;

b. Presence of a commercial or mixed-use area where goods and services are available to the public and where opportunities for enhancement of the pedestrian environment exist;

c. Opportunities for new development to access transit, bicycle and pedestrian modes of transportation;

d. Opportunities for construction of new development that will support transit;

e. Properties zoned ((~~Single-family~~)) neighborhood residential may only be included within the overlay district when it can be demonstrated that the criteria for ((~~Single-family~~)) neighborhood residential designation cannot be satisfied.

\* \* \*

Section 24. Section 23.40.006 of the Seattle Municipal Code, last amended by Ordinance 125399, is amended as follows:

**23.40.006 Demolition of housing**

A demolition permit for a structure containing a dwelling unit may only be issued if one of the following conditions is met, provided that no permit for demolition of a structure containing a dwelling unit may be issued if the new use is for non-required parking:

A. The structure has not been occupied as rental housing during the prior 6 months, and the demolition does not aid expansion of an adjacent non-residential use in a ~~((single family))~~ neighborhood residential or lowrise zone, except as required for extension of light rail transit lines;

\* \* \*

Section 25. Section 23.41.004 of the Seattle Municipal Code, last amended by Ordinance 126287, is amended as follows:

**23.41.004 Applicability**

A. Design review required

1. Subject to the exemptions in subsection 23.41.004.B, design review is required in the following areas or zones when development is proposed that exceeds a threshold in Table A or Table B for 23.41.004:

a. Multifamily;

b. Commercial;

c. Seattle Mixed;

d. Downtown; and

e. Stadium Transition Area Overlay District as shown in Map A for 23.74.004, when the width of the lot exceeds 120 feet on any street frontage.

2. Subject to the exemptions in subsection 23.41.004.B, design review is required in the following areas or zones when commercial or institution development is proposed that

exceeds a threshold in Table A or Table B for 23.41.004:

a. Industrial Buffer; and

b. Industrial Commercial.

3. The gross floor area of the following uses is not included in the total gross floor area of a development for purposes of determining if a threshold is exceeded:

a. Religious facilities;

b. Elementary and secondary schools;

c. Uses associated with a Major Institution Master Plan (MIMP); or

d. Development of a major institution use within a Major Institution Overlay (MIO) district.

4. Any development proposal participating in the Living Building or 2030 Challenge High Performance Existing Building Pilot Program according to Sections 23.40.060 and 23.40.070, including a development proposal for an existing structure, regardless of size or site characteristics, is subject to full design review according to Section 23.41.014.

5. Any development proposal, regardless of size or site characteristics, is subject to the administrative design review process according to Section 23.41.016 if it receives public funding or an allocation of federal low-income housing tax credits, and is subject to a regulatory agreement, covenant or other legal instrument recorded on the property title and enforceable by The City of Seattle, Washington State Housing Finance Commission, State of Washington, King County, U.S. Department of Housing and Urban Development, or other similar entity as approved by the Director of Housing, which restricts at least 40 percent of the units to occupancy by households earning no greater than 60 percent of median income, and controls the rents that may be charged, for a minimum period of 40 years.

6. Any development proposal that is located in a Master Planned Community zone and that includes a request for departures, regardless of size or site characteristics, is subject to full design review according to Section 23.41.014. If a development proposal in a Master Planned Community zone does not include a request for departures, the applicable design review procedures are in Section 23.41.020.

7. Subject to the exemptions in subsection 23.41.004.B, design review is required for additions to existing structures when the size of the proposed addition or expansion exceeds a threshold in Table A or Table B for 23.41.004. Administrative design review, as described in Section 23.41.016, is required for certain other additions to existing structures according to rules promulgated by the Director.

**Table A for 23.41.004**

**Design review thresholds by size of development and specific site characteristics outside of downtown and industrial zones**

If any of the site characteristics in part A of this table are present, the design review thresholds in part B apply. If none of the site characteristics in part A of this table are present, the design review thresholds in part C apply.

A.	Category	Site Characteristic
	A.1. Context	a. Lot is abutting or across an alley from a lot with <del>((single-family))</del> neighborhood residential zoning. b. Lot is in a zone with a maximum height limit 20 feet or greater than the zone of an abutting lot or a lot across an alley.
	A.2. Scale	a. Lot is 43,000 square feet in area or greater. b. Lot has any street lot line greater than 200 feet in length.
	A.3. Special features	a. Development proposal includes a Type IV or V Council Land Use Decision. b. Lot contains a designated landmark structure. c. Lot contains a character structure in the Pike/Pine Overlay District.
<b>B.</b>	<b>Development on a lot containing any of the specific site characteristics in part A of this table is subject to the thresholds below.</b>	
	<b>Amount of gross floor area of development</b>	<b>Design review type<sup>1</sup></b>
	B.1. Less than 8,000 square feet	No design review <sup>2, 3</sup>

	B.2. At least 8,000 but less than 35,000 square feet	Administrative design review
	B.3. 35,000 square feet or greater	Full design review <sup>4</sup>
<b>C.</b>	<b>Development on a lot not containing any of the specific site characteristics in part A of this table is subject to the thresholds below.</b>	
	<b>Amount of gross floor area of development</b>	<b>Design review type<sup>1</sup></b>
	C.1. Less than 8,000 square feet	No design review <sup>2, 3</sup>
	C.2. At least 8,000 but less than 15,000 square feet	Streamlined design review
	C.3. At least 15,000 but less than 35,000 square feet	Administrative design review
	C.4. 35,000 square feet or greater	Full design review

Footnotes to Table A for 23.41.004

<sup>1</sup> Applicants for any development proposal subject to administrative design review may choose full design review instead, and applicants for any project subject to streamlined design review may choose administrative or full design review.

<sup>2</sup> The following development is subject to streamlined design review: (1) development that is at least 5,000 square feet but less than 8,000 square feet and (2) is proposed on a lot that was rezoned from a ((~~Single-family~~)) neighborhood residential zone to a Lowrise 1 (LR1) zone or Lowrise 2 (LR2) zone, within five years after November 4, 2017. This requirement shall only apply to applications for new development submitted on or before December 31, 2023.

<sup>3</sup> The following development is subject to administrative design review: (1) development that is at least 5,000 square feet but less than 8,000 square feet and (2) is proposed on a lot that was rezoned from a ((~~Single-family~~)) neighborhood residential zone to a Lowrise 3 (LR3) zone, any Midrise zone, Highrise zone, Commercial (C) zone, or Neighborhood Commercial (NC) zone, within five years after November 4, 2017. This requirement shall only apply to applications for new development submitted on or before December 31, 2023.

<sup>4</sup> Development proposals that would be subject to the full design review, may elect to be reviewed pursuant to the administrative design review process according to Section 23.41.016 if the applicant elects the MHA performance option according to Sections 23.58B.050 or 23.58C.050. If the applicant elects administrative design review process pursuant to this footnote 4 to Table A for 23.41.004, the applicant shall not be eligible to change its election between performance and payment pursuant to subsections 23.58B.025.B.2.c or 23.58C.030.B.2.c.

1

**Table B for 23.41.004**

**Design review thresholds by size of development in downtown and industrial zones**

Zone	Amount of gross floor area of development	Design review type
A. All DOC1, DOC2, or	50,000 square feet or greater	Full design review

DMC zones		
B. All DRC, DMR, DH1, DH2, PMM zones outside the Pike Place Market Historical District, IB, or IC zones	20,000 square feet or greater	Full design review

- B. Exemptions. The following are exempt from design review:
1. Development located in special review districts established by Chapter 23.66;
  2. Development in Landmark districts established by Title 25;
  3. Development within the historic character area of the Downtown Harborfront 1 zone;
  4. Development that is subject to shoreline design review pursuant to Chapter 23.60A;
  5. New light rail transit facilities that are subject to review by the Seattle Design Commission;
  6. City facilities that are subject to review by the Seattle Design Commission;
  7. Development within ((single-family or residential small lot)) neighborhood residential zones; and
  8. Permanent supportive housing.

\* \* \*

Section 26. Table B for Section 23.41.008 of the Seattle Municipal Code, which section was last amended by Ordinance 126188, is amended as follows:

**23.41.008 Design review general provisions**

\* \* \*

<b>Table B for 23.41.008 Maximum number of Design Review Board meetings for certain projects</b>		
Type of design review	Early design guidance	Recommendation meeting



	meetings	
Full design review	2 <sup>1,2</sup>	1 <sup>1,2</sup>

Footnotes to Table B for 23.41.008

<sup>1</sup> There is no limit to the number of Board meetings when:

The project lot is abutting or across the street from a lot in a ((single-family)) neighborhood residential zone;

The development proposal includes a Type IV or Type V Master Use Permit component as described in Chapter 23.76; or

Departures are requested, unless the project applicant elects the MHA performance option according to Sections 23.58B.050 or 23.58C.050.

<sup>2</sup> The Director may require additional Design Review Board meetings according to subsection 23.41.008.E.4.

\* \* \*

Section 27. Section 23.42.052 of the Seattle Municipal Code, last amended by Ordinance 123378, is amended as follows:

### **23.42.052 Keeping of animals**

The keeping of small animals, farm animals, domestic fowl and bees is permitted outright in all zones as an accessory use to any principal use permitted outright or to a permitted conditional use, in each case subject to the standards of this Section 23.42.052.

A. Small Animals. Up to three small animals may be kept accessory to each business establishment, other than an urban farm, or dwelling unit on a lot, except as follows:

1. In no case is more than one miniature potbelly pig allowed per business establishment or dwelling unit (see subsection 23.42.052.B).

2. In ((single-family)) neighborhood residential zones,

a. accessory dwelling units shall not be considered separate dwelling units for the purpose of this Section 23.42.052;

b. up to four small animals are permitted on lots of at least 20,000 square feet; and

c. one additional small animal is permitted for each 5,000 square feet of lot area in excess of 20,000 square feet. Accessory structures, including kennels, for four or more animals must be at least 10 feet from any other lot in a residential zone.

\* \* \*

Section 28. Section 23.42.056 of the Seattle Municipal Code, last amended by Ordinance 126042, is amended as follows:

**23.42.056 Transitional encampment as an interim use**

A Type I Master Use Permit may be issued for a transitional encampment interim use according to the requirements of this Section 23.42.056.

\* \* \*

B. Location. The transitional encampment interim use may be located on property within any zone subject to the following requirements:

1. Screening shall be installed and maintained along each encampment boundary, including boundaries fronting on an opened public street. The screening shall consist of existing or installed vegetation that is sufficiently dense to obscure viewing the encampment site, or a 6-foot high view-obscuring fence or wall.

2. Except for encampments established prior to February 18, 2020, all encampment facilities, improvements, activities, and uses shall be set back from abutting lot lines, as follows:

a. 10 feet from any side or rear lot line that abuts a lot in a ~~((single-family))~~ neighborhood residential zone; and

b. 5 feet from any side or rear lot line that abuts a lot in any zone other than ~~((single-family))~~ neighborhood residential; except that no setback is required when an

1 abutting lot, which is not in a ((single-family)) neighborhood residential zone, does not have an  
2 established use.

3               3. The property is owned or controlled by a private party, an Educational Major  
4 Institution, The City of Seattle, or another public entity.

5               4. The property is within ½ mile of a transit stop. This distance shall be the  
6 walking distance measured from the nearest transit stop to the lot line of the lot containing the  
7 encampment site.

8               5. The property is 5,000 square feet or larger and provides a minimum of 100  
9 square feet of land area for each occupant that is permitted to occupy the encampment site.

10              6. The property does not contain a wetland, wetland buffer, known and potential  
11 landslide designations, steep slope, steep slope buffer, or fish and wildlife habitat conservation  
12 area defined and regulated by Chapter 25.09 unless all encampment facilities, improvements,  
13 activities, and uses are located outside any critical area and required buffer as provided for in  
14 Chapter 25.09.

15              7. The encampment site is not used by an existing legally-permitted use for code  
16 or permit-required purposes including but not limited to parking or setbacks.

17              8. The property is not an unopened public right-of-way; or designated as a park,  
18 playground, viewpoint, or multi-use trail by the City or King County.

19              9. The property is, as measured by a straight line, at least 1 mile from any other  
20 legally-established transitional encampment interim use including encampments accessory to a  
21 religious facility or accessory to other principal uses on property owned or controlled by a  
22 religious organization. This subsection 23.42.056.B.9 shall not apply:

23                   a. To encampments on sites owned or controlled by religious

organizations, or

b. To any legally-established transitional encampment interim use that provides shelter for fewer than ten persons, or

c. When at least one transitional encampment is established in each Council District.

\* \* \*

Section 29. Section 23.42.058 of the Seattle Municipal Code, last amended by Ordinance 124969, is amended as follows:

**23.42.058 Marijuana**

A. Major marijuana activity is prohibited in any dwelling unit, regardless of the zone in which the dwelling unit is located, except that major marijuana activity is allowed in caretaker's quarters unless the quarters are located in a zone or district identified in subsection 23.42.058.B.

B. Major marijuana activity is prohibited in the following zones and districts:

1. ((~~Single-family~~)) Neighborhood residential zones;
2. Multifamily zones;
3. Neighborhood Commercial 1 (NC1) zones;
4. Pioneer Square Mixed (PSM);
5. International District Mixed (IDM);
6. International District Residential (IDR);
7. Downtown Harborfront 1 (DH1);
8. Downtown Harborfront 2 (DH2);
9. Pike Market Mixed (PMM);
10. Ballard Avenue Landmark District;

11. Columbia City Landmark District;
12. Fort Lawton Landmark District;
13. Harvard-Belmont Landmark District;
14. International Special Review District;
15. Pike Place Market Historical District;
16. Pioneer Square Preservation District;
17. Sand Point Overlay District; or
18. Stadium Transition Area Overlay District.

\* \* \*

Section 30. Section 23.42.106 of the Seattle Municipal Code, last amended by Ordinance 125518, is amended as follows:

**23.42.106 Expansion of nonconforming uses**

\* \* \*

B. In addition to the standards in subsection 23.42.106.A, a structure in a ((~~single-family~~)) neighborhood residential zone occupied by a nonconforming residential use may be allowed to expand subject to the following:

1. The number of dwelling units shall not be increased, except as may be allowed pursuant to Section 23.40.040 or Section 23.44.015.
2. For a nonconforming residential use that is not a multifamily use, except as may be allowed pursuant to Section 23.40.040 or Section 23.44.015, the number of residents may not be increased beyond the maximum number that was allowed by the standards of the zone at the time of approval; if originally permitted by conditional use, the number shall not be allowed to increase above the number permitted by the conditional use approval.

3. An expansion of no more than 500 square feet of gross floor area, meeting the development standards for single-family construction and not exceeding the average height of the closest principal structures on either side, is allowed.

4. An expansion greater than 500 square feet of gross floor area and/or exceeding the average height of the closest principal structures on either side may be approved by the Seattle Department of Construction and Inspections through a special exception, Type II Master Use Permit, if the proposed expansion meets the development standards for single-family construction and is compatible with surrounding development in terms of:

- a. Architectural character;
- b. Existing streetscape and pattern of yards; and
- c. Scale and proportion of principal structures.

5. If an addition proposed under subsection 23.42.106.B.3 or 23.42.106.B.4 would require additional parking under the requirements of Section 23.54.015 for multifamily structures, that additional parking must be provided.

\* \* \*

Section 31. Section 23.42.108 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.42.108 Change from nonconforming use to conforming use**

A. In any zone, a nonconforming use may be converted to any conforming use if all development standards are met.

B. In ~~((single-family))~~ neighborhood residential zones, a nonconforming use may be converted to single-family dwelling unit, even if all development standards are not met.

\* \* \*

Section 32. Section 23.42.110 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.42.110 Change from one nonconforming use to another nonconforming use**

A nonconforming use may be converted by an administrative conditional use authorization to another use not otherwise permitted in the zone subject to the following limitations and conditions.

A. In ~~((single family and residential small lot))~~ neighborhood residential zones, a nonconforming multifamily residential use may not be converted to any nonresidential use not otherwise permitted in the zone.

\* \* \*

Section 33. Section 23.42.112 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.42.112 Nonconformity to development standards**

A. A structure nonconforming to development standards may be maintained, renovated, repaired or structurally altered but may not be expanded or extended in any manner that increases the extent of nonconformity or creates additional nonconformity, except:

1. any portion of a principal structure in a ~~((single family))~~ neighborhood residential zone that is nonconforming to front and/or rear yard requirements may be increased in height by up to 5 feet, but not to exceed the height limit of the zone, and only to the extent necessary to achieve minimum ceiling height in an existing basement or another floor within the principal structure to conform to the City's regulations for habitable rooms or to accommodate a pitched roof on the principal structure. If the height of a principal structure is being raised to increase ceiling height in a basement or another floor, existing porches or steps may extend into

1 a required yard to the extent necessary to meet Building Code standards, but in no case shall they  
2 be located closer than 3 feet to any lot line.

3 2. mechanical equipment may be added or replaced, even if nonconformity is  
4 created by the addition or replacement, provided that the new mechanical equipment serves the  
5 same function as existing equipment;

6 3. as otherwise required by law;

7 4. as necessary to improve access for the elderly or disabled;

8 5. as specifically permitted for nonconforming uses and nonconforming structures  
9 elsewhere in this Land Use Code; or

10 6. Light poles nonconforming to height standards and located in parks may be  
11 moved or may be replaced by new light poles to the same height and configuration as the  
12 existing light poles.

13 \* \* \*

14 Section 34. Section 23.42.122 of the Seattle Municipal Code, last amended by Ordinance  
15 123649, is amended as follows:

16 **23.42.122 Height nonconformity**

17 A. ((~~Single-family~~)) Neighborhood residential and multifamily zones.

18 1. In ((~~single-family~~)) neighborhood residential zones, a principal structure  
19 nonconforming as to height may be expanded or extended to add eaves, dormers and/or  
20 clerestories to an existing pitched roof if the additions are constructed below the highest point of  
21 the roof. An existing pitched roof that is above the height limit may not be converted into a flat  
22 roof, nor shall the slope of the roof be reduced to less than a 4:12 pitch.

23 2. In multifamily zones, a structure nonconforming as to height may be expanded



or extended to add eaves, dormers and/or clerestories to an existing pitched roof if the additions are constructed below the highest point of the roof, pursuant to Section 23.45.514. An existing pitched roof that is above the height limit may not be converted into a flat roof, nor shall the slope of the roof be reduced to less than a 6:12 pitch.

\* \* \*

Section 35. Section 23.42.124 of the Seattle Municipal Code, last amended by Ordinance 124883, is amended as follows:

**23.42.124 Light and glare standards nonconformity**

When nonconforming exterior lighting is replaced, new lighting shall conform to the requirements of the light and glare standards of the respective zone. See subsection 23.44.008.H for ~~((single-family))~~ neighborhood residential zones; Section 23.45.534 for multifamily zones; Section 23.46.020 for residential-commercial zones; Section 23.47A.022 for C zones or NC zones; Section 23.48.075 for SM zones; Section 23.49.025 for downtown zones; and Section 23.50.046 for IB and IC zones.

Section 36. Section 23.42.130 of the Seattle Municipal Code, last amended by Ordinance 123209, is amended as follows:

**23.42.130 Nonconforming solar collectors**

The installation of solar collectors that do not conform to development standards or that increase an existing nonconformity may be permitted as follows:

A. In ~~((single-family))~~ neighborhood residential zones, pursuant to subsection B of Section 23.44.046;

B. In multifamily zones, pursuant to Section 23.45.582;

C. In NC zones or C zones, pursuant to subsection Section 23.47A.012 E.

Section 37. The name of Chapter 23.44 of the Seattle Municipal Code, enacted by Ordinance 110381, is amended as follows:

**Chapter 23.44 NEIGHBORHOOD RESIDENTIAL~~((, SINGLE-FAMILY))~~**

Section 38. Section 23.44.002 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.44.002 Scope of provisions**

A. This Chapter 23.44 establishes regulations for the following ~~((single-family))~~ neighborhood residential zones: NR1, NR2, NR3, and RSL, ~~((SF 5000, SF 7200, and SF 9600))~~ zones.

\* \* \*

Section 39. Section 23.44.006 of the Seattle Municipal Code, last amended by Ordinance 126131, is amended as follows:

**23.44.006 Principal uses permitted outright**

The following principal uses are permitted outright in ~~((single-family))~~ neighborhood residential zones:

A. Single-family dwelling unit.

\* \* \*

Section 40. Section 23.44.008 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.44.008 Development standards for uses permitted outright**

A. The development standards set out in this Subchapter I apply to principal and accessory uses permitted outright in ~~((single-family))~~ neighborhood residential zones.

\* \* \*

Section 41. Section 23.44.010 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.44.010 Minimum lot area and lot coverage**

A. Minimum lot area. The minimum lot area in ~~((single-family))~~ neighborhood residential zones shall be as provided in Table A for 23.44.010:

<b>Table A for 23.44.010 Minimum lot area</b>	
Zone	Minimum lot area required
<del>((SF 9600))</del> <u>NR1</u>	9,600 square feet
<del>((SF 7200))</del> <u>NR2</u>	7,200 square feet
<del>((SF 5000))</del> <u>NR3</u>	5,000 square feet
RSL	No minimum lot area <sup>1</sup>
Footnote to Table A for 23.44.010 <sup>1</sup> In RSL zones, there is no minimum lot area; however, the maximum number of dwelling units on a lot is limited by the density limits in subsection 23.44.017.B.	

Submerged lands shall not be counted in calculating the area of lots for the purpose of these minimum lot area requirements, or the exceptions to minimum lot area requirements provided in this Section 23.44.010. A parcel that does not meet the minimum lot area requirements or exceptions of this Section 23.44.010, and that is in common ownership with an abutting lot when the abutting lot is the subject of any permit application, shall be included as a part of the abutting lot for purposes of the permit application.

B. Exceptions to minimum lot area requirements. The following exceptions to minimum lot area requirements are allowed in ~~((SF 5000, SF 7200, and SF 9600))~~ NR1, NR2, and NR3 zones, subject to the requirements in subsection 23.44.010.B.2, and further subject to the requirements in subsection 23.44.010.B.3 for any lot less than 3,200 square feet in area:

1. A lot that does not satisfy the minimum lot area requirements of its zone may be developed or redeveloped under one of the following circumstances:

a. "The Seventy-Five/Eighty Rule." The Seventy-Five/Eighty Rule

exception may be applied to allow separate development of lots already in existence in their current configuration, or new lots resulting from a full subdivision, short subdivision, or lot boundary adjustment. In order to qualify for this exception, the lot must have an area at least 75 percent of the minimum required for the zone and also at least 80 percent of the mean area of the lots within the same block front, subject to the following provisions:

1) To be counted as a separate lot for the purposes of calculating the mean area of the lots on a block front, a lot must be entirely within a ((~~single family~~)) neighborhood residential zone, and must be currently developed as a separate building site or else currently qualify for separate development based on facts in existence as of the date a building permit, full or short subdivision, or lot boundary adjustment application is filed with the Department. The existence of structures or portions of structures on the property that is the subject of the application may be disregarded when the application indicates the structures or portions of structures will be demolished. In cases where this exception is applied for the purpose of a lot boundary adjustment, the calculation shall be based on the existing lots as they are configured before the adjustment.

2) To be counted as a separate lot for the purposes of calculating the mean area of the lots on a block front, a lot must have at least 10 feet of frontage on the street the calculation is applied to.

3) Publicly owned properties and public or private lots developed with non-residential uses such as parks or institutional uses may be excluded from the calculation. There must, however, be at least one lot on the block front used for the calculation other than the property that is the subject of the platting, lot boundary adjustment, or building

1 permit application that this exception is being applied to.

2 4) If property is to be subdivided or its lot lines are modified by a  
3 lot boundary adjustment that increases the number of lots that qualify for separate development,  
4 the property subject to the subdivision, or the lots modified by the lot boundary adjustment, shall  
5 be excluded from the block front mean area calculation.

6 5) For purposes of this subsection 23.44.010.B.1.a, if the platting  
7 pattern is irregular, the Director will determine which lots are included within a block front.

8 6) If an existing or proposed lot has frontage on more than one  
9 street, the lot may qualify for this exception based on the calculation being applied to any street  
10 on which the lot has at least 30 feet of frontage. If a proposed lot has frontage on multiple streets  
11 but does not have 30 feet of frontage on any street, the exception may be applied based on the  
12 calculation along the street on which the lot has the most frontage, provided the lot has at least  
13 10 feet of frontage on that street. If the lot has less than 30 feet of frontage on any one street but  
14 equal frontage on multiple streets, the rule may be applied based on the calculation along any  
15 one of the streets, provided the lot has at least 10 feet of frontage on that street.

16 7) New lots created pursuant to subsection 23.44.010.B.1.a shall  
17 comply with the following standards:

18 a) For a lot that is subdivided or short platted, the  
19 configuration requirements of subsections 23.22.100.C.3 and 23.24.040.A.9 or with the  
20 modification provisions of subsections 23.22.100.D and 23.24.040.B, as applicable; or

21 b) For an existing lot that is reconfigured under the  
22 provisions of Chapter 23.28, the configuration requirements of subsection 23.28.030.A.3 or with  
23 the modification provisions of subsection 23.28.030.A.4.

1                               b. The lot area deficit is the result of a dedication or sale of a portion of the  
2 lot to the City or state for street or highway purposes, payment was received for only that portion  
3 of the lot, and the lot area remaining is at least 2,500 square feet.

4                               c. The lot would qualify as a legal building site under subsection  
5 23.44.010.B but for a reduction in the lot area due to court-ordered adverse possession, and the  
6 amount by which the lot was so reduced was less than ten percent of the former area of the lot.  
7 This exception does not apply to lots reduced to less than 2,500 square feet.

8                               d. The historic lot exception. The historic lot exception may be applied to  
9 allow separate development of lots already in existence if the lot has an area of at least 2,500  
10 square feet, and was established as a separate building site in the public records of the county or  
11 City prior to July 24, 1957, by deed, contract of sale, platting, or building permit. The qualifying  
12 lot shall be subject to the following provisions:

13                               1) A lot is considered to have been established as a separate  
14 building site by deed if the lot was held under separate ownership from all abutting lots for at  
15 least one year after the date the recorded deed transferred ownership. A lot is considered to have  
16 been established as a separate building site by contract of sale only if that sale would have  
17 caused the property to be under separate ownership from all abutting lots.

18                               2) If two contiguous lots have been held in common ownership at  
19 any time after January 18, 1987, and a principal structure extends onto or over both lots, neither  
20 lot qualifies for the exception. If the principal structure does not extend onto or over both lots,  
21 but both lots were required to meet development standards other than parking requirements in  
22 effect at the time the structure was built or expanded, neither lot qualifies for the exception  
23 unless the vacant lot is not needed to meet current development standards other than parking

requirements. If the combined property fronts on multiple streets, the orientation of the principal structure shall not be considered when determining if it could have been built to the same configuration without using the vacant lot or lots as part of the principal structure's building site.

3) Lots that do not otherwise qualify for this exception cannot qualify as a result of all or part of a principal structure being removed or destroyed by fire or act of nature that occurred on or after January 18, 1987. Lots may, however, qualify as a result of removing from the principal structure minor features that do not contain enclosed interior space, including but not limited to eaves and unenclosed decks.

4) If parking for an existing principal structure on one lot has been provided on an abutting lot and parking is required under Chapter 23.54 the required parking for the existing house shall be relocated onto the same lot as the existing principal structure in order for either lot to qualify for the exception.

e. The lot is within a clustered housing planned development pursuant to Section 23.44.024, a planned residential development pursuant to Section 23.44.034, or a development approved as an environmentally critical areas conditional use pursuant to Section 25.09.260.

f. If a lot qualifies for an exception to the lot area requirement under subsection 23.44.010.B.1.a, 23.44.010.B.1.b, 23.44.010.B.1.c, 23.44.010.B.1.d, or 23.44.010.B.1.e, the boundaries between that lot and contiguous lots on the same block face that also qualify for separate development may be adjusted through the lot boundary adjustment process if the adjustment maintains the existing lot areas, increases the area of a qualifying substandard lot without reducing another lot below the minimum permitted lot area, or causes the areas of the lots to become more equal provided the number of parcels qualifying for separate

development is not increased.

## 2. Limitations

a. Development may occur on a substandard lot containing a riparian corridor, a wetland and wetland buffer, or a steep slope and steep slope buffer pursuant to the provisions of Chapter 25.09 or containing priority freshwater habitat or priority saltwater habitat described in Section 23.60A.160, only if one of the following conditions applies:

1) The substandard lot is not held in common ownership with an abutting lot or lots at any time after October 31, 1992, or

2) The substandard lot is held in common ownership with an abutting lot or lots, or has been held in common ownership at any time after October 31, 1992, if proposed and future development will not intrude into the environmentally critical area or buffer or priority freshwater habitat or priority saltwater habitat described in Section 23.60A.160.

b. Lots on totally submerged lands do not qualify for any minimum lot area exceptions.

3. Special exception review for lots less than 3,200 square feet in area. A special exception Type II review as provided for in Section 23.76.006 is required for separate development of any lot that has not been previously developed as a separate lot and has an area less than 3,200 square feet that qualifies for any lot area exception in subsection 23.44.010.B.1. The special exception application shall be subject to the following provisions:

a. The depth of any structure on the lot shall not exceed two times the width of the lot. If a side yard easement is provided according to subsection 23.44.014.C.3, the portion of the easement within 5 feet of the structure on the lot qualifying under this subsection 23.44.010.B.3 may be treated as a part of that lot solely for the purpose of determining the lot



width for purposes of complying with this subsection 23.44.010.B.3.a.

b. Windows in a proposed principal structure facing an existing abutting lot that is developed with a house shall be placed in manner that takes into consideration the interior privacy in abutting houses, provided that this subsection 23.44.010.B.3.b shall not prohibit placing a window in any room of the proposed house.

c. In approving a special exception review, additional conditions may be imposed that address window placement to address interior privacy of existing abutting houses.

#### C. Maximum lot coverage

1. The maximum lot coverage permitted for principal and accessory structures is as provided in Table B for 23.44.010.

Table B for 23.44.010 Maximum lot coverage		
Zone	Lot size	Maximum lot coverage
(( <del>SF 5000, SF 7200, and SF 9600</del> )) <u>NR1, NR2, and NR3</u>	Less than 5,000 square feet	1,000 square feet plus 15 percent of lot area
	5,000 square feet or more	35 percent of lot area
RSL	All lots	50 percent of lot area

2. For purposes of computing maximum lot coverage, only those portions of a lot that measure at least 10 feet in all directions shall be included in lot coverage calculations, except for portions of a lot that are used for access or that are granted a waiver under subsections 23.22.100.D, 23.24.040.B, or 23.28.030.A.4 for the purpose of providing access.

\* \* \*

Section 42. Section 23.44.011 of the Seattle Municipal Code, last amended by Ordinance 125854, is amended as follows:

#### **23.44.011 Floor area in ((~~single-family~~)) neighborhood residential zones**

A. Gross floor area. In ((~~single-family~~)) neighborhood residential zones, gross floor area

1 includes exterior corridors, breezeways, and stairways that provide building circulation and  
2 access to dwelling units or sleeping rooms. Balconies, patios, and decks that are associated with  
3 a single dwelling unit or sleeping room and that are not used for common circulation, and  
4 ground-level walking paths, are not considered gross floor area.

5 B. Floor area ratio (FAR) limits.

6 1. The FAR limit on lots developed with a single-family dwelling unit as the  
7 principal use in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, is 0.5, except  
8 that lots with less than 5,000 square feet of lot area can include up to 2,500 square feet of total  
9 chargeable floor area. The applicable FAR limit applies to the total chargeable floor area of all  
10 structures on the lot.

11 2. The FAR limit in RSL zones is 0.75. The applicable FAR limit applies to the  
12 total chargeable floor area of all structures on the lot.

13 C. The following floor area is exempt from FAR limits:

- 14 1. All stories, or portions of stories, that are underground.
- 15 2. All portions of a story that extend no more than 4 feet above existing or  
16 finished grade, whichever is lower, excluding access.
- 17 3. In ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones:
- 18 a. Any floor area contained in an accessory dwelling unit;
- 19 b. Either up to 500 additional square feet of floor area in any accessory  
20 structure that is not a detached accessory dwelling unit, or up to 250 square feet of floor area in  
21 an attached garage.
- 22 4. In RSL zones, 50 percent of floor area contained in structures built prior to  
23 January 1, 1982, as single-family dwelling units that will remain in residential use, regardless of

the number of dwelling units within the existing structure, provided the exemption is limited to the gross square footage in the single-family dwelling unit as of January 1, 1982.

D. In (~~SF 5000, SF 7200, and SF 9600~~) NR1, NR2, and NR3 zones, additions to a single-family dwelling unit existing on the effective date of the ordinance introduced as Council Bill 119544 may exceed the FAR limit in subsection 23.44.011.B.1 if the addition adds floor area equal to or less than 20 percent of the floor area that existed on the effective date of the ordinance introduced as Council Bill 119544. Only one addition to any single-family dwelling unit may be exempted under this subsection 23.44.011.D.

Section 43. Section 23.44.012 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.44.012 Height limits**

A. Maximum height established. The provisions of this Section 23.44.012 apply in (~~single-family~~) neighborhood residential zones, except as provided elsewhere in the Land Use Code for specific types of structures or structures in particular locations.

1. Except as provided in subsections 23.44.012.A.2 and 23.44.012.A.3, the maximum permitted height for any structure not located in a required yard is 30 feet.

2. In (~~SF 5000, SF 7200, and SF 9600~~) NR1, NR2, and NR3 zones, the maximum permitted height for any structure on a lot 30 feet or less in width is 25 feet.

3. In (~~SF 5000, SF 7200, and SF 9600~~) NR1, NR2, and NR3 zones, for a lot or unit lot of any width, if the area of the largest rectangle or other quadrilateral that can be drawn within the lot lines of the lot or unit lot is less than 3,200 square feet the maximum permitted height for any structure on that lot shall be 18 feet. Additional height shall be allowed, subject to the limit that would otherwise apply under subsections 23.44.012.A.1 and 23.44.012.A.2,

provided that the elevation at the top of the exterior walls of the structure, exclusive of pitched roofs, does not exceed the average of the elevations at the tops of the walls of single-family residences on abutting lots within the same zone. The limit of this subsection 23.44.012.A.3 shall not apply to additions to single-family residences existing as of February 1, 2013, that do not exceed the greater of 1,000 square feet of new gross floor area or the amount of gross floor area on any one floor of the existing house.

\* \* \*

Section 44. Section 23.44.013 of the Seattle Municipal Code, enacted by Ordinance 117383, is amended as follows:

**23.44.013 Transportation concurrency level-of-service standards.**

Proposed uses in ~~((single-family))~~ neighborhood residential zones shall meet the transportation concurrency level-of-service standards prescribed in Chapter 23.52.

Section 45. Section 23.44.014 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.44.014 Yards**

A. General

1. Yards are required for every lot in a ~~((single-family))~~ neighborhood residential zone.

2. In the case of a through lot, each yard abutting a street, except a side yard, shall be a front yard. Rear yard provisions shall not apply to the through lot, except pursuant to Section 23.40.030 or 23.40.035.

3. Setbacks from a street or alley may be required in order to meet the provisions of Section 23.53.015.

4. Setbacks from access easements may also be required for principal structures according to the standards in subsections 23.53.025.C.2 and 23.53.025.D.6.

B. Required yards for ~~((single-family))~~ neighborhood residential zones are shown in Table A for 23.44.014.

Table A for 23.44.014 Required yards in <del>((single-family))</del> <u>neighborhood residential</u> zones		
Yard	<del>((SF 5000, SF 7200, and SF 9600))</del> <u>NR1, NR2, and NR3</u>	RSL
Front	20 feet or the average of the front yards of the single-family structures on either side, whichever is less <sup>1</sup>	10 feet
Rear	25 feet or 20 percent of lot depth, whichever is less, except that it may never be less than 10 feet <sup>2</sup>	10 feet except that, if the rear yard abuts an alley, there is no rear yard requirement
Side	5 feet <sup>3, 4, 5</sup>	5 feet <sup>5</sup>

Footnotes to Table A for 23.44.014

<sup>1</sup> If the natural gradient or slope (as measured from the front line of the lot for a distance of 60 feet or the full depth of the lot, whichever is less) is in excess of 35 percent, the required front yard depth shall be the lesser of: 20 feet less 1 foot for each one percent of gradient or slope in excess of 35 percent; or the average of the front yards on either side.

<sup>2</sup> If the rear lot line abuts an alley, the centerline of the alley between the side lot lines extended shall be assumed to be the rear lot line for purposes of the provision of rear yard and the determination of lot depth; provided, that at no point shall the principal structure be closer than 5 feet to the alley.

<sup>3</sup> In the case of a reversed corner lot, the key lot of which is in a ~~((single-family))~~ neighborhood residential zone, the width of the side yard on the street side of the reversed corner lot shall not be less than 10 feet.

<sup>4</sup> If any side street lot line is a continuation of the front lot line of an abutting ~~((single-family))~~ neighborhood residential zoned lot, whether or not separated by an alley, the width of the street side yard shall not be less than 10 feet.

<sup>5</sup> No side yard is required from a side lot line that abuts an alley.

C. Exceptions from standard yard requirements. No structure shall be placed in a required yard except as follows:

1. Garages. Attached and detached garages may be located in a required yard subject to the standards of Section 23.44.016.

2. Certain accessory structures in side and rear yards

1                   a. Except for detached accessory dwelling units, any accessory structure  
2 that complies with the requirements of Section 23.44.040 may be constructed in a side yard that  
3 abuts the rear or side yard of another lot, or in that portion of the rear yard of a reversed corner  
4 lot within 5 feet of the key lot and not abutting the front yard of the key lot, upon recording with  
5 the King County Recorder's Office an agreement to this effect between the owners of record of  
6 the abutting properties.

7                   b. Except for detached accessory dwelling units, any detached accessory  
8 structure that complies with the requirements of Section 23.44.040 may be located in a rear yard,  
9 provided that on a reversed corner lot, no accessory structure shall be located in that portion of  
10 the required rear yard that abuts the required front yard of the adjoining key lot, nor shall the  
11 accessory structure be located closer than 5 feet from the key lot's side lot line unless the  
12 provisions of subsections 23.44.014.C.2.a or 23.44.016.D.9 apply.

13                  c. A detached accessory dwelling unit may be located in a rear yard  
14 subject to the requirements of subsection 23.44.041.C.

15                  3. A principal residential structure or a detached accessory dwelling unit may  
16 extend into one side yard if an easement is provided along the side or rear lot line of the abutting  
17 lot, sufficient to leave a 10-foot separation between that structure and any principal structure or  
18 detached accessory dwelling unit on the abutting lot. The 10-foot separation shall be measured  
19 from the wall of the principal structure or the wall of the detached accessory dwelling unit that is  
20 proposed to extend into a side yard to the wall of the principal structure or detached accessory  
21 dwelling unit on the abutting lot.

22                  a. No structure or portion of a structure may be built on either lot within  
23 the 10-foot separation, except as provided in this Section 23.44.014.

1                               b. Accessory structures, other than detached accessory dwelling units, and  
2 features of and projections from principal structures, such as porches, eaves, and chimneys, are  
3 permitted in the 10-foot separation area required by this subsection 23.44.014.C.3 if otherwise  
4 allowed in side yards by this subsection 23.44.014.C. For purposes of calculating the distance a  
5 structure or feature may project into the 10-foot separation, assume the property line is 5 feet  
6 from the wall of the principal structure or detached accessory dwelling unit proposed to extend  
7 into a side yard and consider the 5 feet between the wall and the assumed property line to be the  
8 required side yard.

9                               c. Notwithstanding subsection 23.44.014.C.3.b, no portion of any  
10 structure, including eaves or any other projection, shall cross the actual property line.

11                              d. The easement shall be recorded with the King County Recorder's  
12 Office. The easement shall provide access for normal maintenance activities to the principal  
13 structure on the lot with less than the required 5-foot side yard.

14                           4. Certain additions. Certain additions to an existing single-family structure, or an  
15 existing accessory structure if being converted to a detached accessory dwelling unit, may extend  
16 into a required yard if the existing single-family structure or existing accessory structure is  
17 already nonconforming with respect to that yard. The presently nonconforming portion must be  
18 at least 60 percent of the total width of the respective facade of the structure prior to the addition.  
19 The line formed by the existing nonconforming wall of the structure is the limit to which any  
20 additions may be built, except as described in subsections 23.44.014.C.4.a through  
21 23.44.014.C.4.e. Additions may extend up to the height limit and may include basement  
22 additions. New additions to the nonconforming wall or walls shall comply with the following  
23 requirements (Exhibit A for 23.44.014):

a. Side yard. If the addition is a side wall, the existing wall line may be continued by the addition except that in no case shall the addition be closer than 3 feet to the side lot line;

b. Rear yard. If the addition is a rear wall, the existing wall line may be continued by the addition except that in no case shall the addition be closer than 20 feet to the rear lot line or centerline of an alley abutting the rear lot line or, in the case of an existing accessory structure being converted to a detached accessory dwelling unit, 3 feet to the rear lot line;

c. Front yard. If the addition is a front wall, the existing wall line may be continued by the addition except that in no case shall the addition be closer than 15 feet to the front lot line;

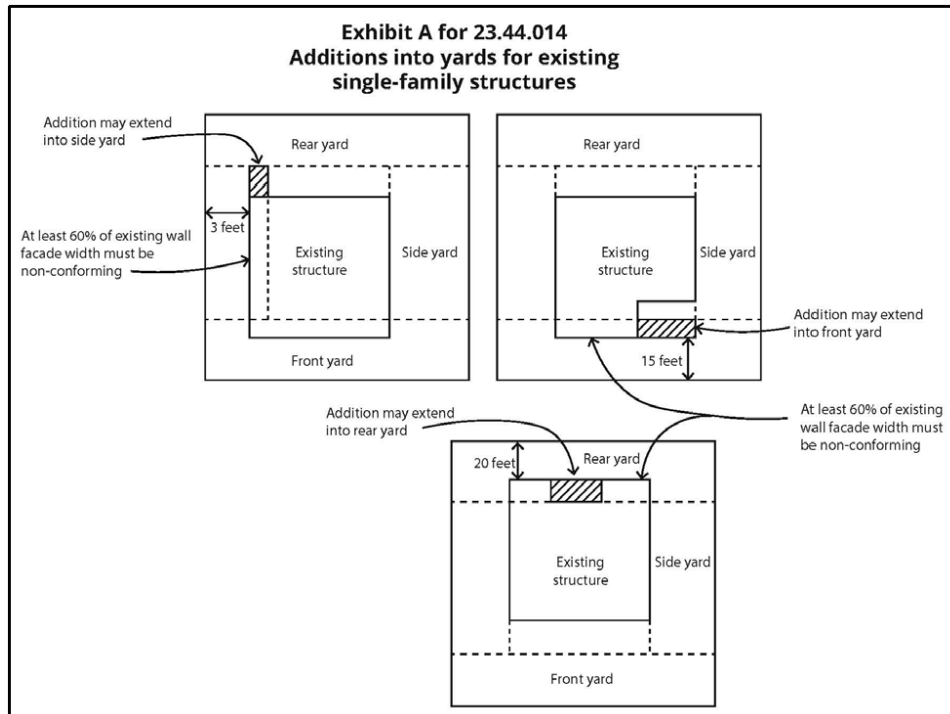
d. If the nonconforming wall of the single-family structure is not parallel or is otherwise irregular, relative to the lot line, then the Director shall determine the limit of the wall extension, except that the wall extension shall not be located closer than specified in subsections 23.44.014.C.4.a, 23.44.014.C.4.b, and 23.44.014.C.4.c.

e. Roof eaves, gutters, and chimneys on such additions may extend an additional 18 inches into a required yard, but in no case shall such features be closer than 2 feet to the side lot line.

**Exhibit A for 23.44.014**

### Additions into yards for existing single-family structures





5. Uncovered porches or steps. Uncovered, unenclosed porches or steps may project into any required yard, if the surface of porches or steps are no higher than 4 feet above existing grade, no closer than 3 feet to any side lot line, and has a width and depth no greater than 6 feet within the required yard. For each entry to a principal structure, one uncovered, unenclosed porch and/or associated steps are permitted in the required yards.

6. Certain features of a structure. Unless otherwise provided elsewhere in this Chapter 23.44, certain features of a principal or accessory structure, except for accessory dwelling units, may extend into required yards if they comply with the following:

- a. External architectural details with no living area, such as chimneys, eaves, cornices, and columns, may project no more than 18 inches into any required yard;
- b. Bay windows are limited to 8 feet in width and may project no more than 2 feet into a required front, rear, and street side yard;
- c. Other projections that include interior space, such as garden windows,

may extend no more than 18 inches into any required yard, starting a minimum of 30 inches above finished floor, and with maximum dimensions of 6 feet in height and 8 feet in width;

d. The combined area of features permitted by subsections 23.44.014.C.6.b and 23.44.014.C.6.c may comprise no more than 30 percent of the area of the facade.

7. Unenclosed decks and roofs over patios. Unenclosed decks and roofs over patios, if attached to a principal structure or a detached accessory dwelling unit, may extend into the required rear yard, but shall not be within 12 feet of the centerline of any alley, or within 5 feet of any rear lot line that is not an alley lot line, or closer to any side lot line in the required rear yard than the side yard requirement of the principal structure along that side, or closer than 5 feet to any accessory structure. The height of the roof over unenclosed decks and patios shall not exceed 12 feet. The roof over such decks or patios shall not be used as a deck.

8. Access bridges. Uncovered, unenclosed access bridges are permitted as follows:

a. Pedestrian bridges 5 feet or less in width, and of any height necessary for access, are permitted in required yards, except that in side yards an access bridge must be at least 3 feet from any side lot line.

b. A driveway access bridge is permitted in the required yard abutting the street if necessary for access to parking. The vehicular access bridge shall be no wider than 12 feet for access to one parking space or 18 feet for access to two or more parking spaces and of any height necessary for access. The driveway access bridge may not be located closer than 5 feet to an adjacent property line.

9. Barrier-free access. Access facilities for the disabled and elderly that comply

with Washington State Building Code Chapter 11 are permitted in any required yard.

10. Freestanding structures and bulkheads

a. Fences, freestanding walls, bulkheads, signs, and similar structures 6 feet or less in height above existing or finished grade, whichever is lower, may be erected in any required yard. The 6-foot height may be averaged along sloping grade for each 6-foot-long segment of the fence, but in no case may any portion of the fence exceed 8 feet. Architectural features may be added to the top of the fence or freestanding wall above the 6-foot height if the features comply with the following: horizontal architectural feature(s), no more than 10 inches high, and separated by a minimum of 6 inches of open area, measured vertically from the top of the fence, are permitted if the overall height of all parts of the structure, including post caps, is no more than 8 feet. Averaging the 8-foot height is not permitted. Structural supports for the horizontal architectural feature(s) may be spaced no closer than 3 feet on center.

b. The Director may allow variation from the development standards listed in subsection 23.44.014.C.10.a, according to the following:

- 1) No part of the structure may exceed 8 feet; and
- 2) Any portion of the structure above 6 feet shall be predominately open, such that there is free circulation of light and air.

c. Bulkheads and retaining walls used to raise grade may be placed in any required yard when limited to 6 feet in height, measured above existing grade. A guardrail no higher than 42 inches may be placed on top of a bulkhead or retaining wall existing as of February 20, 1982. If a fence is placed on top of a new bulkhead or retaining wall, the maximum combined height is limited to 9 1/2 feet.

d. Bulkheads and retaining walls used to protect a cut into existing grade

1 may be placed in any required yard when limited to the minimum height necessary to support the  
2 cut. If the bulkhead or retaining wall is measured from the low side and it exceeds 6 feet, an open  
3 guardrail of no more than 42 inches meeting Building Code requirements may be placed on top  
4 of the bulkhead or retaining wall. If the bulkhead or retaining wall is 6 feet or less, a fence may  
5 be placed on top up to a maximum combined height of 9.5 feet for both fence and bulkhead or  
6 retaining wall.

7 e. If located in shoreline setbacks or in view corridors in the Shoreline  
8 District as regulated in Chapter 23.60A, structures shall not obscure views protected by Chapter  
9 23.60A, and the Director shall determine the permitted height.

10 11. Decks in yards. Decks no higher than 18 inches above existing or finished  
11 grade, whichever is lower, may extend into required yards.

12 12. Mechanical equipment. Heat pumps and similar mechanical equipment, not  
13 including incinerators, are permitted in required yards if they comply with the requirements of  
14 Chapter 25.08. Any heat pump or similar equipment shall not be located within 3 feet of any lot  
15 line. Charging devices for electric cars are considered mechanical equipment and are permitted  
16 in required yards if not located within 3 feet of any lot line.

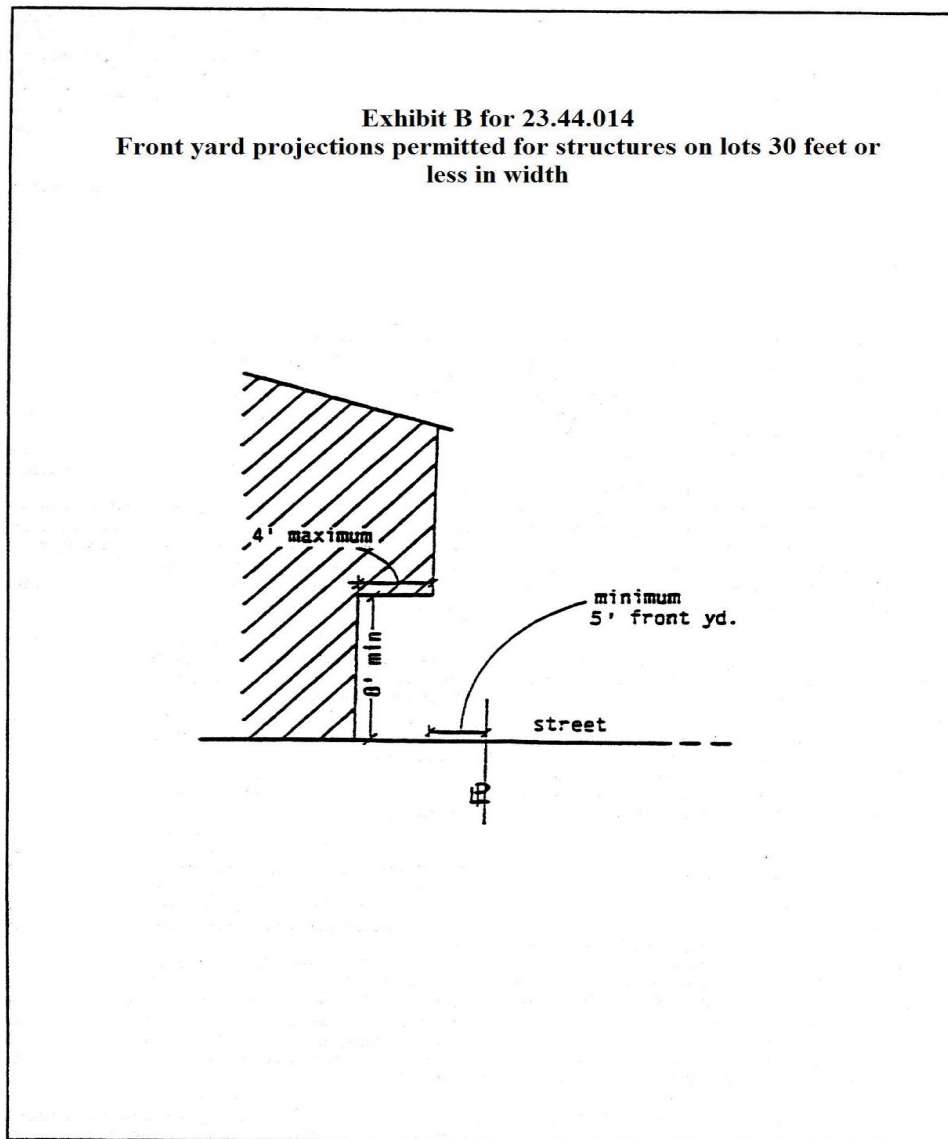
17 13. Solar collectors. Solar collectors may be located in required yards, subject to  
18 the provisions of Section 23.44.046.

19 14. Front yard projections for structures on lots 30 feet or less in width. For a  
20 structure on a lot in an ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, or NR3 zone that is 30 feet  
21 or less in width, portions of the front facade that begin 8 feet or more above finished grade may  
22 project up to 4 feet into the required front yard, provided that no portion of the facade, including  
23 eaves and gutters, shall be closer than 5 feet to the front lot line (Exhibit B for 23.44.014), and

provided further that no portion of the facade of an existing structure that is less than 8 feet or more above finished grade already projects into the required front yard.

**Exhibit B for 23.44.014**

**Front yard projections permitted for structures on lots 30 feet or less in width**



15. Front and rear yards may be reduced by 25 percent, but no more than 5 feet, if the site contains a required environmentally critical area buffer or other area of the property that cannot be disturbed pursuant to subsection 25.09.280.A.

1                   16. Arbors. Arbors may be permitted in required yards under the following  
2 conditions:

3                   a. In any required yard, an arbor may be erected with no more than a 40-  
4 square-foot footprint, measured on a horizontal roof plane inclusive of eaves, to a maximum  
5 height of 8 feet. Both the sides and the roof of the arbor shall be at least 50 percent open, or if  
6 latticework is used, there shall be a minimum opening of 2 inches between crosspieces.

7                   b. In each required yard abutting a street, an arbor over a private  
8 pedestrian walkway with no more than a 30-square-foot footprint, measured on the horizontal  
9 roof plane and inclusive of eaves, may be erected to a maximum height of 8 feet. The sides of the  
10 arbor shall be at least 50 percent open, or if latticework is used, there shall be a minimum  
11 opening of 2 inches between crosspieces.

12                   17. Stormwater management

13                   a. Above-grade green stormwater infrastructure (GSI) features are allowed  
14 without yard restrictions if:

- 15                   1) Each above-grade GSI feature is no more than 4.5 feet tall,  
16 excluding piping;  
17                   2) Each above-grade GSI feature is no more than 4 feet wide; and  
18                   3) The total storage capacity of all above-grade GSI features is no  
19 greater than 600 gallons.

20                   b. Above-grade GSI features larger than what is allowed in subsection  
21 23.44.014.C.17.a are allowed within a required yard if:

- 22                   1) Above-grade GSI features do not exceed ten percent coverage of  
23 any one yard area;

2) No portion of an above-grade GSI feature is located closer than  
3 feet from a side lot line;

3) No portion of an above-grade GSI feature is located closer than  
20 feet from a rear lot line or centerline of an alley abutting the rear lot line; and

4) No portion of an above-grade GSI feature is located closer than  
15 feet from the front lot line.

18. A structure may be permitted to extend into front and rear yards as necessary  
to protect exceptional trees and trees over 2 feet in diameter pursuant to Section 25.11.060.

19. Below grade structures. Structures below grade, measured from existing or  
finished grade, whichever is lower, may be located below required yards.

\* \* \*

Section 46. Section 23.44.016 of the Seattle Municipal Code, last amended by Ordinance  
126157, is amended as follows:

**23.44.016 Parking and garages**

\* \* \*

D. Parking and garages in required yards. Parking and garages are regulated as described  
in subsections 23.44.016.D.1 through 23.44.016.D.12. Unless otherwise specified, the terms  
"garage" or "garages" as used in this subsection 23.44.016.D refer to both attached and detached  
garages.

1. Parking and garages shall not be located in the required front yard except as  
provided in subsections 23.44.016.D.7, 23.44.016.D.9, 23.44.016.D.10, 23.44.016.D.11, and  
23.44.016.D.12.

2. Parking and garages shall not be located in a required side yard abutting a street

1 or the first 10 feet of a required rear yard abutting a street except as provided in subsections  
2 23.44.016.D.7, 23.44.016.D.9, 23.44.016.D.10, 23.44.016.D.11, and 23.44.016.D.12.

3 3. Garages shall not be located in a required side yard that abuts the rear or side  
4 yard of another lot or in that portion of the rear yard of a reversed corner lot within 5 feet of the  
5 key lot's side lot line unless:

6 a. The garage is a detached garage and extends only into that portion of a  
7 side yard that is either within 35 feet of the centerline of an alley or within 25 feet of any rear lot  
8 line that is not an alley lot line; or

9 b. An agreement between the owners of record of the abutting properties,  
10 authorizing the garage in that location, is executed and recorded, pursuant to subsection  
11 23.44.014.C.2.a.

12 4. Detached garages with vehicular access facing an alley shall not be located  
13 within 12 feet of the centerline of the alley except as provided in subsections 23.44.016.D.9,  
14 23.44.016.D.10, 23.44.016.D.11, and 23.44.016.D.12.

15 5. Attached garages shall not be located within 12 feet of the centerline of any  
16 alley, nor within 12 feet of any rear lot line that is not an alley lot line, except as provided in  
17 subsections 23.44.016.D.9, 23.44.016.D.10, 23.44.016.D.11, and 23.44.016.D.12.

18 6. On a reversed corner lot, no garage shall be located in that portion of the  
19 required rear yard that abuts the required front yard of the adjoining key lot unless the provisions  
20 of subsection 23.44.016.D.9 apply.

21 7. If access to required parking passes through a required yard, automobiles,  
22 motorcycles, and similar vehicles may be parked on the open access located in a required yard.

23 8. Trailers, boats, recreational vehicles, and similar equipment shall not be parked



1 in required front and side yards or the first 10 feet of a rear yard measured from the rear lot line,  
2 or measured 10 feet from the centerline of an alley if there is an alley adjacent to the rear lot line,  
3 unless fully enclosed in a structure otherwise allowed in a required yard by this subsection  
4 23.44.016.D.

5 9. Lots with uphill yards abutting streets. In ((~~SF 5000, SF 7200, and SF 9600~~))  
6 NR1, NR2, and NR3 zones, parking for one two-axle or one up to four-wheeled vehicle may be  
7 established in a required yard abutting a street according to subsection 23.44.016.D.9.a or  
8 23.44.016.D.9.b only if access to parking is permitted through that yard pursuant to subsection  
9 23.44.016.B.

10 a. Open parking space

11 1) The existing grade of the lot slopes upward from the street lot  
12 line an average of at least 6 feet above sidewalk grade at a line that is 10 feet from the street lot  
13 line; and

14 2) The parking area shall be at least an average of 6 feet below the  
15 existing grade prior to excavation and/or construction at a line that is 10 feet from the street lot  
16 line; and

17 3) The parking space shall be no wider than 10 feet for one parking  
18 space at the parking surface and no wider than 20 feet for two parking spaces if permitted as  
19 provided in subsection 23.44.016.D.12.

20 b. Terraced garage

21 1) The height of a terraced garage is limited to no more than 2 feet  
22 above existing or finished grade, whichever is lower, for the portions of the garage that are 10  
23 feet or more from the street lot line. The ridge of a pitched roof on a terraced garage may extend

up to 3 feet above this 2-foot height limit. All parts of the roof above the 2-foot height limit shall be pitched at a rate of not less than 4:12. No portion of a shed roof shall be permitted to extend beyond the 2-foot height limit of this provision. Portions of a terraced garage that are less than 10 feet from the street lot line shall comply with the height standards in subsection 23.44.016.E.2;

2) The width of a terraced garage structure shall not exceed 14 feet for one two-axle or one up to four-wheeled vehicle, or 24 feet if permitted to have two two-axle or two up to four-wheeled vehicles as provided in subsection 23.44.016.D.12;

3) All above ground portions of the terraced garage shall be included in lot coverage; and

4) The roof of the terraced garage may be used as a deck and shall be considered to be a part of the garage structure even if it is a separate structure on top of the garage.

10. Lots with downhill yards abutting streets. In ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, parking, either open or enclosed in an attached or detached garage, for one two-axle or one up to four-wheeled vehicle may be located in a required yard abutting a street if the following conditions are met:

a. The existing grade slopes downward from the street lot line that the parking faces;

b. For front yard parking, the lot has a vertical drop of at least 20 feet in the first 60 feet, measured along a line from the midpoint of the front lot line to the midpoint of the rear lot line;

c. Parking is not permitted in required side yards abutting a street;

d. Parking in a rear yard complies with subsections 23.44.016.D.2,

23.44.016.D.5 and 23.44.016.D.6; and

e. Access to parking is permitted through the required yard abutting the street by subsection 23.44.016.B.

11. Through lots. On through lots less than 125 feet in depth in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, parking, either open or enclosed in an attached or detached garage, for one two-axle or one up to four-wheeled vehicle may be located in one of the required front yards. The front yard in which the parking may be located shall be determined by the Director based on the location of other garages or parking areas on the block. If no pattern of parking location can be determined, the Director shall determine in which yard the parking shall be located based on the prevailing character and setback patterns of the block.

12. Lots with uphill yards abutting streets or downhill or through lot front yards fronting on streets that prohibit parking. In ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, parking for two two-axle or two up to four-wheeled vehicles may be located in uphill yards abutting streets or downhill or through lot front yards as provided in subsections 23.44.016.D.9, 23.44.016.D.10, or 23.44.016.D.11 if, in consultation with the Seattle Department of Transportation, it is found that uninterrupted parking for 24 hours is prohibited on at least one side of the street within 200 feet of the lot line over which access is proposed. The Director may authorize a curb cut wider than would be permitted under Section 23.54.030 if necessary, for access.

\* \* \*

#### F. Appearance of garage entrances

##### 1. Garage setback.

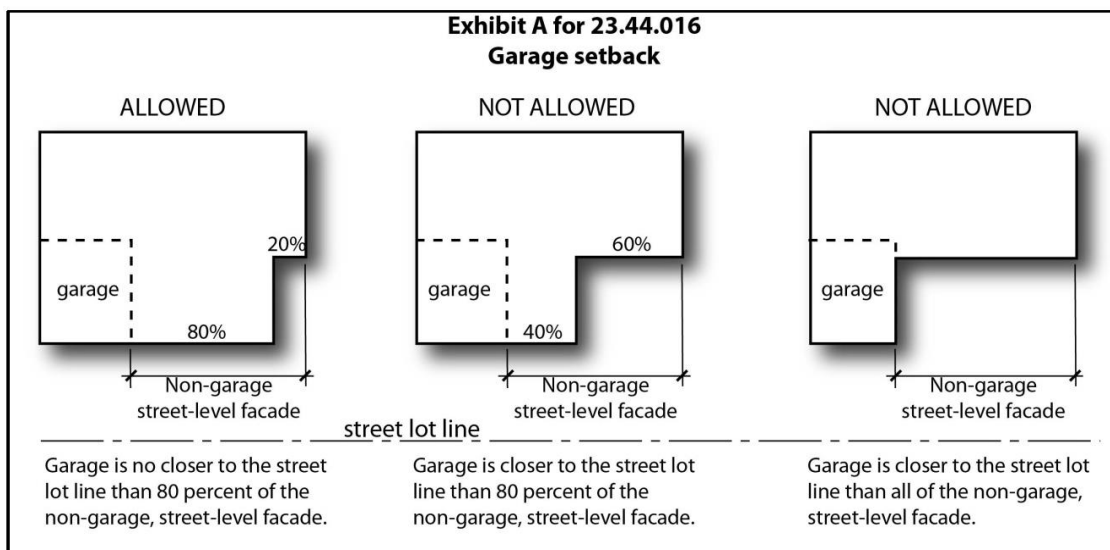
a. In ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, no

portion of a garage, whether attached to a principal structure or within a detached accessory structure, may be closer to the street lot line than 80 percent of the remaining non-garage, street-level facade (see Exhibit A for 23.44.016) of the principal structure to which the garage is accessory. If the entire street-level facade of either a principal or accessory structure is garage, no portion of the garage may be closer to the street lot line than 80 percent of the facade of the story above the street-level facade.

b. In RSL zones, garage entrances facing the street shall be set back at least 18 feet from the street lot line.

### Exhibit A for 23.44.016

#### Garage setback



2. Garage entrance width. The total combined horizontal width of all garage entrances on the lot that are located on the front facade may be up to 50 percent of the horizontal width of the front facade or 10 feet, whichever is greater. On corner lots, a garage entrance shall be allowed on only one street-facing facade.

#### 3. Exemptions

a. Garages allowed under subsections 23.44.016.D.9, 23.44.016.D.10, 23.44.016.D.11, and 23.44.016.D.12 are not subject to the standards of this subsection 23.44.016.F.

b. Garages that are set back more than 35 feet from the front lot line are not subject to the standards of this subsection 23.44.016.F.

c. The Director may waive or modify the standards of this subsection 23.44.016.F based on one or more of the following factors:

- 1) Irregular lot shape;
  - 2) Topography of the lot;
  - 3) Configuration of proposed or existing structures on the lot;
  - 4) Location of exceptional trees as defined in Section 25.11.020;
- and
- 5) The proposed structure or addition has design features including but not limited to modulation, screening, and landscaping.

\* \* \*

Section 47. Section 23.44.017 of the Seattle Municipal Code, last amended by Ordinance 125854, is amended as follows:

**23.44.017 Density limits**

A. In ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, only one single-family dwelling unit is allowed per lot, except that up to two accessory dwelling units may also be approved pursuant to Section 23.44.041, and except as approved as part of an administrative conditional use permit under Section 25.09.260, a clustered housing planned development under Section 23.44.024, or a planned residential development under Section 23.44.034.

B. The following provisions apply in RSL zones:

1. The minimum lot area per dwelling unit is 2,000 square feet.

2. Except as provided in subsection 23.44.017.B.3, when calculation of the number of dwelling units allowed according to subsection 23.44.017.B.1 results in a fraction of a unit, any fraction up to and including 0.85 constitutes zero additional units, and any fraction over 0.85 constitutes one additional unit.

3. For lots in existence on the effective date of the ordinance introduced as Council Bill 119444, if the number of dwelling units allowed according to subsection 23.44.017.B.2 equals less than two, two units are allowed.

Section 48. Section 23.44.019 of the Seattle Municipal Code, enacted by Ordinance 126384, is amended as follows:

**23.44.019 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in subsection 23.44.010.A (minimum lot area), subsection 23.44.010.C (maximum lot coverage), subsection 23.44.011.B (floor area), subsection 23.44.012.A (height), and Section 23.44.017 (density), a proposed development that meets the requirements of Section 23.42.055 and subsection 23.44.019.A may elect to meet the alternative development standards in subsection 23.44.019.B through subsection 23.44.019.F.

A. Lot requirements

1. Development on a lot that meets one of the following criteria, but does not meet the additional requirements in subsection 23.44.019.A.2, may meet the alternative development standards in subsection 23.44.019.B and subsection 23.44.019.D through subsection 23.44.019.F:

a. The lot has or abuts a lot with a religious facility or other use accessory to a religious facility; or

b. The lot area is 10,000 square feet or greater; or

c. The lot is in an RSL zone.

2. Development on a lot that meets the following additional requirements may meet the alternative development standards in subsection 23.44.019.C and subsection 23.44.019.D through subsection 23.44.019.F:

a. The lot area is 10,000 square feet or greater;

b. The lot is in an urban village, within 1/4 mile (1,320 feet) of an urban village, or within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route on the map required by subsection 23.54.015.B.4; and

c. The lot meets one of the following locational criteria:

1) The lot abuts, is located on a block front with, or is located across a right-of-way from a zone not designated a ~~((single-family))~~ neighborhood residential zone; or

2) No lot line is located within 50 feet of a single-family dwelling unit.

B. Proposed development on lots meeting the criteria in subsection 23.44.019.A.1 but not subsection 23.44.019.A.2 may meet the following development standards:

1. The minimum lot area per dwelling unit is 1,500 square feet in ~~((SF 5000, SF 7200, and SF 9600))~~ NR1, NR2, and NR3 zones and 1,200 square feet in RSL zones.

2. The maximum lot coverage is 50 percent of lot area in ~~((SF 5000, SF 7200, and SF 9600))~~ NR1, NR2, and NR3 zones and 65 percent in RSL zones.

3. The maximum FAR limit is 1.0 in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones and 1.2 in RSL zones. The applicable FAR limit applies to the total chargeable floor area of all structures on the lot.

4. In ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones, the maximum height for a proposed development that exceeds the maximum lot coverage limit in subsection 23.44.010.C is 22 feet. The maximum height for all other developments is 30 feet.

C. Proposed development on lots meeting the criteria in subsection 23.44.019.A.2 may meet the following development standards:

1. The minimum lot area per dwelling unit is 400 square feet.

2. The maximum lot coverage is 50 percent of lot area in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones and 65 percent in RSL zones.

3. The maximum height limit is 40 feet in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones and 50 feet in RSL zones.

4. The maximum FAR limit is 2.0 in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones and 3.0 in RSL zones. The applicable FAR limit applies to the total chargeable floor area of all structures on the lot.

D. Permitted uses. In addition to the uses listed in Section 23.44.006, the following uses are permitted outright on lots meeting the requirements of this Section 23.44.019: apartments, cottage housing development, rowhouse development, and townhouse development.

E. Setback requirements. In addition to the yard requirements of Section 23.44.014, the following standards apply:

1. No structure shall be closer than 10 feet to a side lot line of an abutting ((~~single-family-zoned~~)) neighborhood residential-zoned lot.



2. No structure shall be closer than 20 feet to a rear lot line of an abutting ((~~single-family-zoned~~)) neighborhood residential-zoned lot.

3. No structure shall be closer than 5 feet to any lot line.

F. Maximum facade length. The maximum combined length of all portions of a facade within 20 feet of a lot line of an abutting ((~~single-family-zoned~~)) neighborhood residential-zoned lot may not exceed 40 feet. Maximum facade length shall be measured as described in Section 23.86.015.

Section 49. Section 23.44.020 of the Seattle Municipal Code, last amended by Ordinance 125854, is amended by follows:

**23.44.020 Tree requirements**

A. Tree requirements in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones

1. Trees sufficient to meet the following requirements shall be provided when single-family dwelling units are constructed:

a. For lots over 3,000 square feet, at least 2 caliper inches of tree per 1,000 square feet of lot area.

b. On lots that are 3,000 square feet or smaller, at least 3 caliper inches of tree.

2. Trees sufficient to meet the following requirements shall be provided when a new structure, or an addition to an existing structure, containing an accessory dwelling unit is constructed:

a. For lots that do not contain the minimum number of caliper inches of tree required by subsection 23.44.020.A.1 at the time a permit application is submitted for any number of accessory dwelling units, at least 2 caliper inches of tree shall be planted;

1                               b. For lots that contain the minimum number of caliper inches of tree  
2 required by subsection 23.44.020.A.1 at the time a permit application is submitted for any  
3 number of accessory dwelling units, no new trees are required.

4                               3. The minimum number of caliper inches of tree required may be met by  
5 preserving existing trees, planting new trees, or by a combination of preservation and planting.  
6 The preservation or planting of trees in the right-of-way may be counted, provided that they are  
7 approved by the Director of Transportation.

8                               4. Submerged land shall not be included in calculating lot area for purposes of  
9 either the tree preservation option or tree planting option.

10                              5. Tree measurements. Trees planted to meet the requirements in this subsection  
11 23.44.020.A shall be at least 1.5 inches in diameter. The diameter of new trees shall be measured  
12 (in caliper inches) 6 inches above the ground. Existing trees shall be measured 4.5 feet above the  
13 ground. When an existing tree is 3 to 10 inches in diameter, each 1 inch counts as 1 inch toward  
14 meeting the tree requirements in this subsection 23.44.020.A. When an existing tree is more than  
15 10 inches in diameter, each 1 inch of the tree that is over 10 inches shall count as 3 inches toward  
16 meeting the tree requirement.

17                              6. Tree preservation plans. If the tree preservation option is chosen, a tree  
18 preservation plan must be submitted by a certified arborist and approved. Tree preservation plans  
19 shall provide for protection of trees during construction according to standards promulgated by  
20 the Director.

21                              7. The owner of the subject lot shall ensure that the trees planted remain healthy  
22 for at least five years after inspection by the City and be responsible for replacing any trees that  
23 do not remain healthy after inspection by the City.

\* \* \*

Section 50. Section 23.44.021 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.44.021 General provisions**

A. Only those conditional uses identified in this Subchapter II may be authorized as conditional uses in ~~((single-family))~~ neighborhood residential zones. The Master Use Permit Process set forth in Chapter 23.76 shall be used to authorize conditional uses.

\* \* \*

Section 51. Section 23.44.022 of the Seattle Municipal Code, last amended by Ordinance 126131, is amended as follows:

**23.44.022 Institutions**

A. Institutions identified. The following institutions may be permitted as conditional uses in ~~((single-family))~~ neighborhood residential zones:

Community centers

Private schools

Religious facilities

Libraries

Existing institutes for advanced study

Other similar institutions

The following institutions are prohibited in ~~((single-family))~~ neighborhood residential zones:

Hospitals

Colleges

Museums

Private clubs

Vocational schools

B. Major Institutions. Existing major institutions and major institution uses within an existing Major Institution overlay district shall be permitted in accordance with the provisions of Chapter 23.69, Major Institution Overlay Districts, and the provisions of this section.

C. Public schools shall be permitted as regulated in Section 23.51B.002.

D. General provisions

1. New or expanding institutions in ~~((single-family))~~ neighborhood residential zones shall meet the development standards for uses permitted outright in Sections 23.44.008 through 23.44.020 unless modified elsewhere in this subsection 23.44.022.D or in a Major Institution master plan.

2. The establishment of a shelter for homeless youths and young adults in a legally established elementary or secondary school, is not considered a new use or an expansion of the institutional use provided that:

a. The use does not violate any condition of approval of the existing institutional use;

b. The use does not require expansion of the existing structure;

c. Any new children's play area is located at least 30 feet from any other lot in a ~~((single-family))~~ neighborhood residential zone, and at least 20 feet from any lot in a multifamily zone;

d. The occupants are enrolled students of the established school.

3. Institutions seeking to establish or expand on property that is developed with

1 residential structures may expand their campus up to a maximum of 2 1/2 acres. An institution  
2 campus may be established or expanded beyond 2 1/2 acres if the property proposed for the  
3 expansion is substantially vacant land.

4 \* \* \*

5 K. Bulk and siting

6 1. Lot area. If the proposed site is more than one acre in size, the Director may  
7 require the following and similar development standards:

8 a. For lots with unusual configuration or uneven boundaries, the proposed  
9 principal structures be located so that changes in potential and existing development patterns on  
10 the block or blocks within which the institution is located are kept to a minimum;

11 b. For lots with large street frontage in relationship to their size, the  
12 proposed institution reflect design and architectural features associated with adjacent  
13 residentially-zoned block fronts in order to provide continuity of the block front and to integrate  
14 the proposed structures with residential structures and uses in the immediate area.

15 2. Yards. Yards of institutions shall be as required for uses permitted outright  
16 pursuant to Section 23.44.014, provided that no structure other than freestanding walls, fences,  
17 bulkheads or similar structures shall be closer than 10 feet to the side lot line. If the Director  
18 finds that a reduced setback will not significantly increase project impacts, including but not  
19 limited to noise, odor, and the scale of the structure in relation to nearby buildings, the sideyard  
20 setback may be reduced to 5 feet. Fences and freestanding walls of utility services uses,  
21 regulated under this Section 23.44.022 pursuant to Section 23.51A.002, shall be set back from  
22 the street lot line a minimum of 10 feet, and landscaping shall be provided between the fence or  
23 wall and the right-of-way. The Director may reduce this setback after finding that the reduced

1 setback will not significantly increase project impacts, including but not limited to noise, odor,  
2 and the scale of the fence, wall, or structure in relation to nearby buildings. Acceptable methods  
3 to reduce fence or wall impacts include changes in the height, design or construction of the fence  
4 or wall, including the use of materials, architectural detailing, artwork, vegetated trellises,  
5 decorative fencing, or similar features to provide visual interest facing the street lot line. Fences  
6 and walls may obstruct or allow views to the interior of a site. Where site dimensions and  
7 conditions allow, applicants are encouraged to provide both a landscaped setback between the  
8 fence or wall and the right-of-way, and a fence or wall that provides visual interest facing the  
9 street lot line, through the height, design or construction of the fence or wall, including the use of  
10 materials, architectural detailing, artwork, vegetated trellises, decorative fencing, or similar  
11 features.

12           3. Institutions Located on Lots in More Than One (1) Zone Classification. For lots  
13 which include more than one (1) zone classification, (~~((single-family))~~) neighborhood residential  
14 zone provisions shall apply only to the (~~((single-family))~~) neighborhood residential-zoned lot area  
15 involved.

16           4. Height Limit.

17           a. Religious symbols for religious institutions may extend an additional  
18 twenty-five (25) feet above the height limit.

19           b. For gymnasiums and auditoriums that are accessory to an institution the  
20 maximum height shall be thirty-five (35) feet if portions of the structure above thirty-five (35)  
21 feet are set back at least twenty (20) feet from all property lines. Pitched roofs on a gymnasium  
22 or auditorium which have a slope of not less than four to twelve (4:12) may extend ten (10) feet  
23 above the thirty-five (35) foot height limit. No portion of a shed roof on a gymnasium or an

auditorium shall be permitted to extend beyond the thirty-five (35) foot height limit under this provision.

5. Facade Scale. If any facade of a new or expanding institution exceeds thirty (30) feet in length, the Director may require that facades adjacent to the street or a residentially zoned lot be developed with design features intended to minimize the appearance of bulk. Design features which may be required include, but are not limited to, modulation, architectural features, landscaping or increased yards.

\* \* \*

Section 52. Section 23.44.024 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.44.024 Clustered housing planned developments**

Clustered housing planned developments (CHPDs) may be permitted as an administrative conditional use in ((~~SF 5000, SF 7200, and SF 9600~~)) NR1, NR2, and NR3 zones. A CHPD is intended to enhance and preserve natural features, encourage the construction of affordable housing, allow for development and design flexibility, and protect and prevent harm in environmentally critical areas. CHPDs shall be subject to the following provisions:

A. Site requirements

1. The minimum size of a CHPD is two acres, excluding submerged land and any land designated an environmentally critical area or buffer due to the presence of a riparian corridor, wetland, wetland buffer, priority habitat area, steep slope, or steep slope buffer according to Chapter 25.09, Regulations for Environmentally Critical Areas.

2. Where portions of a site are designated an environmentally critical area or buffer due to the presence of a riparian corridor, wetland, wetland buffer, priority habitat area,

steep slope, or steep slope buffer according to Chapter 25.09, Regulations for Environmentally Critical Areas, the conditional use provisions under Section 25.09.260 shall apply, superseding the standards of this Section 23.44.024.

3. The Director may exclude land from a CHPD if it is separated from the site by topography, if it has a poor functional relationship with the site, or if including the land would have a negative impact on adjacent ~~((single-family))~~ neighborhood residential zoned lots.

B. Type of dwelling units permitted. Only single-family dwelling units shall be permitted in a CHPD.

C. Number of dwelling units permitted

1. The number of dwelling units permitted in a CHPD shall be calculated by dividing the CHPD land area by the minimum lot area required in subsection 23.44.010.A for the ~~((single-family))~~ neighborhood residential zone where the CHPD is located. Land that is designated an environmentally critical area or buffer due to the presence of a riparian corridor, wetland, wetland buffer, priority habitat area, steep slope, or steep slope buffer and submerged land shall be excluded from the land used to calculate the permitted number of dwelling units in a CHPD. For CHPDs located in more than one zone, the number of dwelling units shall be calculated based on the proportion of land area in each zone.

2. Where portions of a site are designated an environmentally critical area or buffer due to the presence of a riparian corridor, wetland, wetland buffer, priority habitat area, steep slope, or steep slope buffer according to Chapter 25.09, Regulations for Environmentally Critical Areas, the administrative conditional use provisions under Section 25.09.260 shall apply.

3. One additional detached single-family structure may be permitted if the development includes one or more of the following facilities open to the surrounding



community:

a. Usable open space and other recreational facilities approved by the

Director;

b. Community center; and

c. Child care facility.

D. Subdivision. A CHPD may be subdivided into lots of less than the minimum area required by subsection 23.44.010.A.

E. Yards. Yards shall be required for structures within a CHPD. For the purposes of this subsection 23.44.024.E, setbacks shall be considered yards, and the provisions relating to accessory structures in required yards of the applicable ~~((single-family))~~ neighborhood residential zone shall apply.

1. Structures shall be set back a minimum distance of 20 feet from the street lot line of a CHPD.

2. No dwelling unit in a CHPD shall be closer than 5 feet to a side lot line of an abutting ~~((single-family))~~ neighborhood residential zoned lot.

3. No dwelling unit in a CHPD shall be closer than 25 feet to a rear lot line of an abutting ~~((single-family))~~ neighborhood residential zoned lot.

4. No dwelling unit in a CHPD shall be closer than 5 feet to any lot line of an abutting ~~((non-single-family))~~ non-neighborhood residential zoned lot.

5. There shall be a minimum distance of 10 feet between principal structures within 100 feet of the lot line of a CHPD.

6. To provide a sense of privacy and to mitigate the effects of shadows between structures located more than 100 feet from the lot line of a CHPD, the required separation

1 between structures in the CHPD shall vary depending on the design of the facing facades as  
2 follows:

3 a. Walls of interior facades that do not have a principal entrance shall be at  
4 least 10 feet apart at any point.

5 b. A principal entrance to a structure shall be at least 15 feet from the  
6 nearest interior facade that does not have a principal entrance.

7 c. A principal entrance to a structure shall be at least 20 feet from the  
8 nearest interior facade with a principal entrance.

9 7. The Director may increase the minimum required yards or require alternate  
10 spacing or placement of structures in order to:

11 a. preserve or enhance topographical conditions;

12 b. enhance the relationship with adjacent uses and the layout of the  
13 project;

14 c. promote green stormwater infrastructure and other measures to reduce  
15 stormwater runoff; or

16 d. maintain a compatible scale and design with the surrounding  
17 community.

18 \* \* \*

19 Section 53. Section 23.44.028 of the Seattle Municipal Code, last amended by Ordinance  
20 124378, is amended as follows:

21 **23.44.028 Structures unsuited to uses permitted outright**

22 A. Uses not otherwise permitted in the zone may be permitted as an administrative  
23 conditional use in structures unsuited to uses permitted outright in ((single-family))

1 neighborhood residential zones. The determination that a use may be permitted shall be based on  
2 the following factors:

- 3 1. The design of the structure is not suitable for conversion to a use permitted  
4 outright in a ((single-family)) neighborhood residential zone; and
- 5 2. The structure contains more than 4,000 square feet; and
- 6 3. The proposed use will provide a public benefit.

7 \* \* \*

8 Section 54. Section 23.44.034 of the Seattle Municipal Code, last amended by Ordinance  
9 125791, is amended as follows:

10 **23.44.034 Planned residential development (PRD)**

11 Planned residential developments (PRDs) may be permitted in ((SF 5000, SF 7200, and SF  
12 9600)) NR1, NR2, and NR3 zones as a council conditional use. A PRD is intended to enhance  
13 and preserve natural features, encourage the construction of affordable housing, allow for  
14 development and design flexibility, promote green stormwater infrastructure and protect and  
15 prevent harm in environmentally critical areas. PRDs shall be subject to the following  
16 provisions:

17 A. Site requirements

18 1. The minimum size of a PRD is two acres, excluding submerged land and any  
19 land designated as an environmentally critical area or buffer due to the presence of a riparian  
20 corridor, wetland, wetland buffer, steep slope, or steep slope buffer according to Chapter 25.09,  
21 Regulations for Environmentally Critical Areas.

22 2. The area of the site devoted to single-family uses at the time of application,  
23 calculated by multiplying the number of such uses by the minimum lot area for the zone, shall

not exceed 20 percent of the area of the entire site.

3. Land that is designated as an environmentally critical area or buffer due to the presence of a riparian corridor, wetland, wetland buffer, steep slope, or steep slope buffer according to Chapter 25.09, Regulations for Environmentally Critical Areas, and submerged land shall be excluded from the land used to calculate permitted density in a PRD.

4. Land may be excluded from a PRD by the Director if it is separated from the site by topography, if it has a poor functional relationship with the site, or if including the land would have a negative impact on adjacent ~~((single-family))~~ neighborhood residential zoned lots.

5. Where portions of a site are designated as an environmentally critical area or buffer due to the presence of a riparian corridor, wetland, wetland buffer, steep slope, or steep slope buffer according to Chapter 25.09, Regulations for Environmentally Critical Areas, the conditional use provisions under Section 25.09.260 shall apply, superseding the standards of this Section 23.44.034.

#### B. Type of housing permitted

1. Only single-family dwelling units are permitted within 100 feet of a PRD lot line that abuts or is directly across the street from a ~~((single-family))~~ neighborhood residential zoned lot, except as provided in this subsection 23.44.034.B.

2. Single-family dwelling units, cottage housing developments, rowhouse developments, and townhouse developments are permitted within 100 feet of a lot line of a PRD that does not abut and is not across a street from a ~~((single-family))~~ neighborhood residential zoned lot, or that is separated from the ~~((single-family))~~ neighborhood residential zoned lot by physical barriers, such as bodies of water, ravines, greenbelts, freeways, expressways, and other major traffic arterials or topographic breaks that provide substantial separation from the

surrounding ((~~single-family~~)) neighborhood.

3. Single-family dwelling units, cottage housing developments, rowhouse developments, and townhouse developments are permitted when more than 100 feet from a lot line of a PRD.

4. Cottage housing developments, rowhouse developments, and townhouse developments shall meet the development standards for structures in LR1 zones, unless otherwise specified in this Chapter 23.44.

\* \* \*

E. Yards. Yards shall be required for residential structures within a PRD. For the purposes of this subsection 23.44.034.E, setbacks shall be considered yards, and the provisions relating to accessory structures in required yards of the applicable ((~~single-family~~)) neighborhood residential zone shall apply.

1. Structures within 100 feet of the exterior lot line of a PRD shall be set back a minimum distance of 20 feet from the street lot line of a PRD.

2. No dwelling unit in a PRD shall be closer than 5 feet to a side lot line of an abutting ((~~single-family~~)) neighborhood residential zoned lot.

3. No dwelling unit in a PRD shall be closer than 25 feet to a rear lot line of an abutting ((~~single-family~~)) neighborhood residential zoned lot.

4. No dwelling unit in a PRD shall be closer than 5 feet to any lot line of an abutting ((~~non-single-family or~~)) non-residentially zoned lot.

5. Principal structures shall be at least 10 feet apart.

6. To provide a sense of privacy and to mitigate the effects of shadows between structures that are more than 100 feet from the lot line of a PRD, the required separation between

structures shall vary depending on the design of the facing facades as follows:

a. Walls shall be at least 10 feet apart.

b. A principal entrance to a structure shall be at least 15 feet from the nearest interior facade that does not have a principal entrance.

c. A principal entrance to a structure shall be at least 20 feet from the nearest interior facade with a principal entrance.

7. The Director may modify the minimum required setbacks or require alternate spacing or placement of structures in order to preserve or enhance topographical conditions, enhance the relationship with adjacent uses or the layout of the project, promote green stormwater infrastructure and other measures to reduce stormwater runoff, or maintain a compatible scale and design with the surrounding community.

\* \* \*

Section 55. Section 23.44.035 of the Seattle Municipal Code, last amended by Ordinance 116596, is amended as follows:

**23.44.035 Communication utilities.**

Communication utilities may be permitted in ~~((single-family))~~ neighborhood residential zones subject to the provisions of section 23.57.010.

Section 56. Section 23.44.036 of the Seattle Municipal Code, last amended by Ordinance 123478, is amended as follows:

**23.44.036 Public facilities**

Public facilities may be permitted in ~~((single-family))~~ neighborhood residential zones according to the provisions of Section 23.51A.002 and the provisions of Chapter 23.76, Subchapter III, Council Land Use Decisions. Public facilities include, but are not limited to, police precinct

stations, fire stations, public boat moorages, and utility services uses.

Section 57. Section 23.44.041 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.44.041 Accessory dwelling units**

A. General provisions. The Director may authorize an accessory dwelling unit, and that dwelling unit may be used as a residence, only under the following conditions:

1. Number of accessory dwelling units allowed on a lot

a. In an ((SF 5000, SF 7200, or SF 9600)) NR1, NR2, and NR3 zone, a lot with or proposed for a principal single-family dwelling unit may have up to two accessory dwelling units, provided that the following conditions are met:

1) Only one accessory dwelling unit may be a detached accessory dwelling unit; and

2) A second accessory dwelling unit is allowed only if:

a) The second accessory dwelling unit is added by converting floor area within an existing structure; or

b) For a new structure, the applicant makes a commitment that the new principal structure containing an attached accessory dwelling unit or the new accessory structure containing a detached accessory dwelling unit will meet a green building standard and shall demonstrate compliance with that commitment, all in accordance with Chapter 23.58D; or

c) the second accessory dwelling unit is a rental unit affordable to and reserved solely for "income-eligible households," as defined in Section 23.58A.004, and is subject to an agreement specifying the affordable housing requirements under

1 this subsection approved by the Director of Housing to ensure that the housing shall serve only  
2 income-eligible households for a minimum period of 50 years. The monthly rent, including basic  
3 utilities, shall not exceed 30 percent of the income limit for the unit, all as determined by the  
4 Director of Housing, and the housing owner shall submit a report to the Office of Housing  
5 annually that documents how the affordable housing meets the terms of the recorded agreement.

6 Prior to issuance, and as a condition to issuance, of the first  
7 building permit for a project, the applicant shall execute and record a declaration in a form  
8 acceptable to the Director that shall commit the applicant to satisfy the conditions to establishing  
9 a second accessory dwelling unit as approved by the Director.

10 b. In an RSL zone, each principal dwelling unit may have no more than  
11 one accessory dwelling unit.

12 2. In the Shoreline District, accessory dwelling units shall be as provided in  
13 Chapter 23.60A; where allowed in the Shoreline District, they are also subject to the provisions  
14 in this Section 23.44.041.

15 3. In an ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, and NR3 zone, any number  
16 of related persons may occupy each unit on a lot with one or more accessory dwelling units. If  
17 unrelated persons occupy any dwelling unit, the total number of persons occupying all dwelling  
18 units may not altogether exceed eight if there is one accessory dwelling unit on the lot. If two  
19 accessory dwelling units exist on the lot, the total number of unrelated persons occupying all  
20 units may not altogether exceed 12.

21 4. In RSL zones, any number of related persons may occupy each principal unit,  
22 or each principal unit plus an associated accessory dwelling unit. If unrelated persons occupy  
23 either unit, the total number of persons occupying the principal unit plus an associated accessory



dwelling unit may not altogether exceed eight.

5. In an ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, and NR3 zone, accessory dwelling units are subject to the tree requirements in subsection 23.44.020.A.2.

6. No off-street parking is required for accessory dwelling units. An existing required parking space may not be eliminated to accommodate an accessory dwelling unit unless it is replaced elsewhere on the lot.

B. Attached accessory dwelling units. Attached accessory dwelling units are subject to the following additional conditions:

1. The gross floor area of an attached accessory dwelling unit may not exceed 1,000 square feet, excluding garage area, unless the portion of the structure in which the attached accessory dwelling unit is located existed as of December 31, 2017.

2. In an ((~~SF 5000, SF 7200, or SF 9600~~)) NR1, NR2, and NR3 zone, only one entrance to the structure may be located on each street-facing facade of the structure, unless multiple entrances on the street-facing facade existed on January 1, 1993, or unless the Director determines that topography, screening, or another design solution is effective in de-emphasizing the presence of an additional entrance.

\* \* \*

D. Single-family status unaffected. A ((~~single-family~~)) neighborhood residential lot with any number of accessory dwelling units shall be considered a single-family dwelling unit for purposes of rezone criteria (Section 23.34.011).

Section 58. Section 23.44.046 of the Seattle Municipal Code, last amended by Ordinance 113401, is amended as follows:

**23.44.046 Solar collectors.**

1           A. Solar collectors are permitted outright as an accessory use to any principal use  
2 permitted outright or to a permitted conditional use subject to the following development  
3 standards:

4                   1. Solar collectors, including solar greenhouses which meet minimum standards  
5 and maximum size limits as determined by the Director, shall not be counted in lot coverage.

6                   2. Solar collectors except solar greenhouses attached to principal use structures  
7 may exceed the height limits of ~~((single-family))~~ neighborhood residential zones by four (4) feet  
8 or extend four (4) feet above the ridge of a pitched roof. However, the total height from existing  
9 grade to the top of the solar collector may not extend more than nine (9) feet above the height  
10 limit established for the zone (see Exhibit 23.44.046 A). A solar collector which exceeds the  
11 height limit for ~~((single-family))~~ neighborhood residential zones shall be placed so as not to  
12 shade an existing solar collector or property to the north on January 21st, at noon, any more than  
13 would a structure built to the maximum permitted height and bulk.

14                   3. Solar collectors and solar greenhouses meeting minimum written energy  
15 conservation standards administered by the Director may be located in required yards according  
16 to the following conditions:

17                           a. In a side yard, no closer than three (3) feet from the side property line;

18 or

19                           b. In a rear yard, no closer than fifteen (15) feet from the rear property line  
20 unless there is a dedicated alley, in which case the solar collector shall be no closer than fifteen  
21 (15) feet from the centerline of the alley; or

22                           c. In a front yard, solar greenhouses which are integrated with the  
23 principal structure and have a maximum height of twelve (12) feet may extend up to six (6) feet

1 into the front yard. In no case shall the greenhouse be located closer than five (5) feet from the  
2 front property line.

3 \* \* \*

4 Section 59. Section 23.44.060 of the Seattle Municipal Code, last amended by Ordinance  
5 123046, is amended as follows:

6 **23.44.060 Uses accessory to parks and playgrounds**

7 \* \* \*

8 C. Storage structures and areas and other structures and activities customarily associated  
9 with parks and playgrounds are subject to the following development standards in addition to the  
10 general development standards for accessory uses:

11 1. Any active play area shall be located 30 feet or more from any lot in a ((single-  
12 family)) neighborhood residential zone.

13 2. Garages and service or storage areas shall be located 100 feet or more from any  
14 other lot in a residential zone and obscured from view from each such lot.

15 Section 60. Section 23.45.514 of the Seattle Municipal Code, last amended by Ordinance  
16 125791, is amended as follows:

17 **23.45.514 Structure height**

18 \* \* \*

19 F. For apartments in LR2 zones, and for all residential uses in LR3 zones, the applicable  
20 height limit is increased 4 feet above the height shown on Table A for 23.45.514 for a structure  
21 that includes a story that is partially below-grade, provided that:

22 1. This height exception does not apply to portions of lots that are within 50 feet  
23 of a ((single-family)) neighborhood residential zone boundary line, unless the lot in the LR zone

is separated from a ((single-family)) neighborhood residential zoned lot by a street;

2. The number of stories above the partially below-grade story is limited to four stories for residential uses with a 40-foot height limit and to five stories for residential uses with a 50-foot height limit;

3. On the street-facing facade(s) of the structure, the story above the partially below-grade story is at least 18 inches above the elevation of the street, except that this requirement may be waived to accommodate units accessible to the disabled or elderly, consistent with the Seattle Residential Code, Chapter 3, or the Seattle Building Code, Chapter 11; and

4. The average height of the exterior walls of the portion of the story that is partially below-grade does not exceed 4 feet, measured from existing or finished grade, whichever is less.

\* \* \*

Section 61. Section 23.45.518 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.45.518 Setbacks and separations**

A. LR zones

1. Required setbacks for the LR zones are shown in Table A for 23.45.518 and subsection 23.45.518.A.2.

Table A for 23.45.518 Required setbacks in LR zones measured in feet				
All LR zones	Category of residential use			
Setback	Cottage housing developments and single-family dwelling units	Rowhouse developments	Townhouse developments	Apartments

Front	7 average; 5 minimum	5 minimum	7 average; 5 minimum	5 minimum
Rear	0 with alley; 7 if no alley	0 with alley; With no alley: 7 average; 5 minimum	7 average; 5 minimum	10 minimum with alley; 15 minimum if no alley
Side setback for facades 40 feet or less in length <sup>1</sup>	5	0 where abutting another rowhouse development <sup>2</sup> , otherwise 3.5, except that on side lot lines that abut a (( <del>single- family</del> )) <u>neighborhood residential</u> zone, the setback is 5	5	5
Side setback for facades greater than 40 feet in length <sup>3</sup>	5 minimum	0 where abutting another rowhouse development <sup>2</sup> , otherwise 3.5, except that on side lot lines that abut a (( <del>single- family</del> )) <u>neighborhood residential</u> zone, the setback is 7 average; 5 minimum	7 average; 5 minimum	7 average; 5 minimum

Footnotes to Table A for 23.45.518

<sup>1</sup> Additions to existing nonconforming structures built prior to April 11, 2011, shall be set back a sufficient distance so that the addition complies with setback standards. For any portion of a structure built before April 11, 2011, the average setback applies only to a new addition built after that date. If an addition is to a side wall extended vertically, the existing side wall line may be continued by the addition, provided that the average setback of 7 feet or the 5-foot minimum setback is met.

<sup>2</sup> If the side facades of rowhouse developments on abutting lots are not joined, then a 3.5-foot setback is required, except the side setback may be reduced to zero if the abutting lot contains a rowhouse development and an easement is provided along the shared lot line of the abutting lot sufficient to leave a 3.5-foot separation between the principal structures of the abutting rowhouse developments.

<sup>3</sup> Portions of structures that qualify for the FAR exemption in subsection 23.45.510.D.5 are not

considered part of the facade length for the purposes of determining the side setback requirement.

2. Upper-level setbacks in LR2 and LR3 zones

a. An upper-level setback of 12 feet from the front lot line is required for all portions of a structure above the following height:

1) Forty-four feet for zones with a height limit of 40 feet; and

2) Fifty-four feet for zones with a height limit of 50 feet.

b. An upper-level setback of 12 feet from each side or rear lot line that abuts a lot zoned ~~((single-family))~~ neighborhood residential is required for all portions of the structure above 34 feet in height.

c. Projections allowed in subsection 23.45.518.H are allowed in upper-level setbacks.

d. Structures allowed in subsection 23.45.518.J are not allowed in upper-level setbacks.

e. Rooftop features are not allowed in upper-level setback except as follows:

1) A pitched roof, other than a shed roof or butterfly roof, is allowed in the upper-level setback if all parts of the roof are pitched at a rate of not less than 6:12 and not more than 12:12.

2) Open railings may extend up to 4 feet above the height at which the setback begins.

3) Parapets may extend up to 2 feet above the height at which the setback begins.

\* \* \*

Section 62. Section 23.45.527 of the Seattle Municipal Code, enacted by Ordinance 123495, is amended as follows:

**23.45.527 Structure width and façade length limits in LR zones**

\* \* \*

**B. Maximum façade length in Lowrise zones.**

1. The maximum combined length of all portions of façades within 15 feet of a lot line that is neither a rear lot line nor a street or alley lot line shall not exceed 65 percent of the length of that lot line, except as specified in subsection 23.45.527.B.2.

2. For a rowhouse development on a lot that abuts the side lot line of a lot in a ~~((single-family))~~ neighborhood residential zone, the maximum combined length of all portions of façades within 15 feet of the abutting side lot line is 40 feet.

Section 63. Section 23.45.536 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.45.536 Parking location, access, and screening**

A. Off-street parking spaces are required to the extent provided in Chapter 23.54.

**B. Location of parking**

1. If parking is required, it shall be located on the same lot as the use requiring the parking, except as otherwise provided in this subsection 23.45.536.B.

**2. Surface parking**

a. Except as otherwise provided in this subsection 23.45.536.B, surface parking may be located anywhere on a lot except:

1) Between a principal structure and a street lot line;

2) In the required front setback or side street side setback; and

3) Within 20 feet of any street lot line.

b. If access is taken directly from an alley, surface parking may be located anywhere within 25 feet from an alley lot line provided it is no closer than 7 feet to any street lot line.

3. Parking in a structure. Parking may be located in a structure or under a structure, provided that no portion of a garage that is higher than 4 feet above existing or finished grade, whichever is lower, shall be closer to a street lot line than any part of the street-level, street-facing facade of the structure in which it is located;

4. On a through lot, parking may be located between the structure and one front lot line. The front setback in which the parking may be located will be determined by the Director based on the prevailing character and setback patterns of the block.

5. On waterfront lots in the Shoreline District, parking may be located between the structure and the front lot line, if necessary to prevent blockage of view corridors or to keep parking away from the edge of the water, as required by Chapter 23.60A, Shoreline Master Program Regulations.

6. Parking that is required and accessory to a residential or non-residential use may be located on a lot within 800 feet of the lot where the use that requires the parking is located, provided that:

a. The lot is not located in a ~~((single-family))~~ neighborhood residential zone; and

b. The requirements of Section 23.54.025 for required parking are met.

\* \* \*



Section 64. Section 23.45.550 of the Seattle Municipal Code, enacted by Ordinance 126384, is amended as follows:

**23.45.550 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in subsections 23.45.510.B and 23.45.510.C (floor area), subsections 23.45.512.A and 23.45.512.B (density), and subsections 23.45.514.A and 23.45.514.B (height), a proposed development that meets the requirements of Section 23.42.055 may elect to meet the alternative development standards in this Section 23.45.550.

**A. Floor area**

1. Development permitted pursuant to Section 23.42.055 is subject to the FAR limits as shown in Table A for 23.45.550.

Table A for 23.45.550 FAR limits for development permitted pursuant to Section 23.42.055		
Zone	Base FAR	Maximum additional exempt FAR <sup>1</sup>
LR1	1.5	0.3
LR2	1.8	0.3
LR3 outside urban centers and urban villages	2.5	0.5
LR3 inside urban centers and urban villages	3.25	0.5
MR	5.0	0.5
HR	16	1.0
Footnote to Table A for 23.45.550 <sup>1</sup> Gross floor area for uses listed in subsection 23.45.550.B.2 are exempt from FAR calculations up to this amount.		

2. In addition to the FAR exemptions in subsection 23.45.510.D, an additional FAR exemption up to the total amount specified in Table A for 23.45.550 is allowed for any combination of the following floor area:

a. Floor area in units with two or more bedrooms and a minimum net unit area of 850 square feet;

b. Floor area of a religious facility; and

c. Floor area in a structure designated as a Landmark pursuant to Chapter 25.12; and

d. Any floor area in a development located within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route as defined in subsection 23.54.015.B.4.

3. Split-zoned lots

a. On lots located in two or more zones, the FAR limit for the entire lot shall be the highest FAR limit of all zones in which the lot is located, provided that:

1) At least 65 percent of the total lot area is in the zone with the highest FAR limit;

2) No portion of the lot is located in a ~~((single-family))~~ neighborhood residential zone; and

3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a ~~((single-family))~~ neighborhood residential zone.

b. For the purposes of this subsection 23.45.550.A.3, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

B. Maximum height

1. Development permitted pursuant to Section 23.42.055 is subject to the height limits as shown in Table B for 23.45.550.

Table B for 23.45.550 Structure height for development permitted pursuant to Section 23.42.055
---

Zone	Height limit (in feet)
LR1	40
LR2	50
LR3 outside urban centers and urban villages	55
LR3 inside urban centers and urban villages	65
MR	95
HR	480

## 2. Split-zoned lots

a. On lots located in two or more zones, the height limit for the entire lot shall be the highest height limit of all zones in which the lot is located, provided that:

1) At least 65 percent of the total lot area is in the zone with the highest height limit;

2) No portion of the lot is located in a ~~((single-family))~~ neighborhood residential zone; and

3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a ~~((single-family))~~ neighborhood residential zone.

b. For the purposes of this subsection 23.45.550.B.2, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

C. Density limits. Development permitted pursuant to this Section 23.45.550 is not subject to the standards of subsections 23.45.512.A and 23.45.512.B.

Section 565. Section 23.45.578 of the Seattle Municipal Code, enacted by Ordinance 123209, is amended as follows:

### **23.45.578 Public or private parks and playgrounds**

\* \* \*

1 C. Storage structures and areas and other structures and activities customarily associated  
2 with parks and playgrounds are subject to the following development standards in addition to the  
3 general development standards for accessory uses:

4 1. Any active play area shall be located 30 feet or more from any lot in a ((single-  
5 family)) neighborhood residential zone.

6 2. Garages and service or storage areas shall be screened from view from abutting  
7 lots in residential zones.

8 Section 66. Section 23.47A.014 of the Seattle Municipal Code, last amended by  
9 Ordinance 125791, is amended as follows:

10 **23.47A.014 Setback requirements**

11 A. Rooftop features are not allowed in setbacks, except that for upper-level setbacks:

12 1. Open railings may extend up to 4 feet above the height at which the setback  
13 begins.

14 2. Parapets may extend up to 2 feet above the height at which the setback begins.

15 B. Setback requirements for lots abutting or across the alley from residential zones

16 1. A setback is required where a lot abuts the intersection of a side lot line and  
17 front lot line of a lot in a residential zone or a lot that is zoned both commercial and residential if  
18 the commercial zoned portion of the abutting lot is less than 50 percent of the width or depth of  
19 the lot. The required setback forms a triangular area. Two sides of the triangle extend along the  
20 street lot line and side lot line 15 feet from the intersection of the residentially zoned lot's front  
21 lot line and the side lot line abutting the residentially zoned lot. The third side connects these two  
22 sides with a diagonal line across the commercially zoned lot (Exhibit A for 23.47A.014).  
23

### Setback abutting a side lot line of a residentially zoned lot



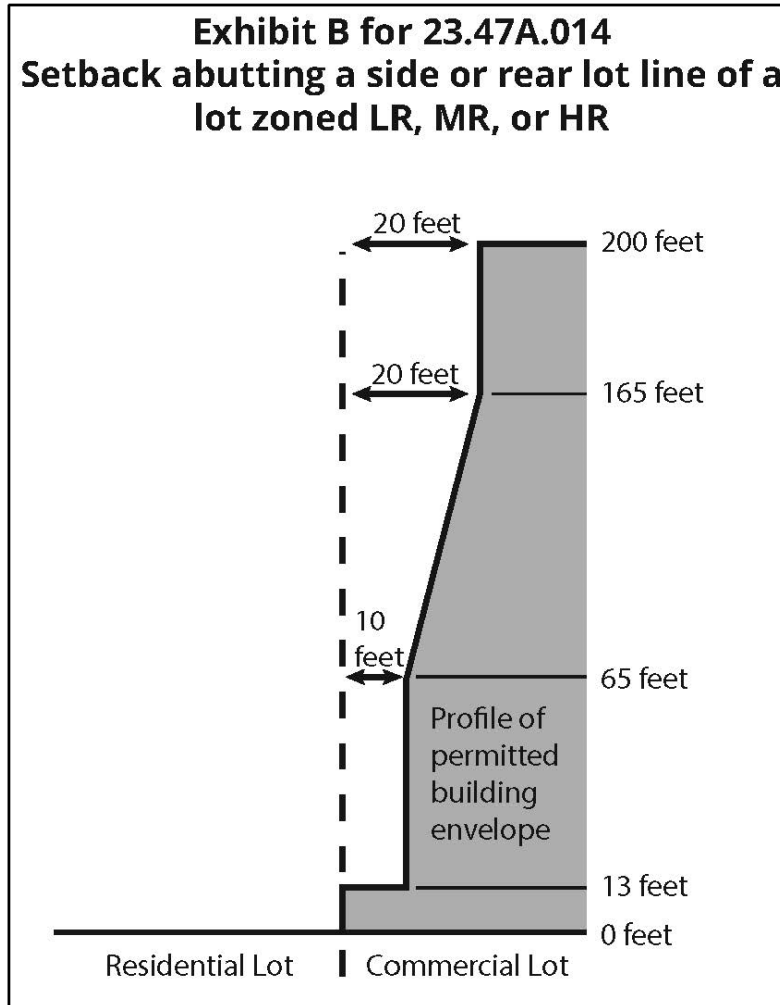
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10

**Exhibit B for 23.47A.014**

**Setback abutting a side or rear lot line of a lot zoned LR, MR, or HR**

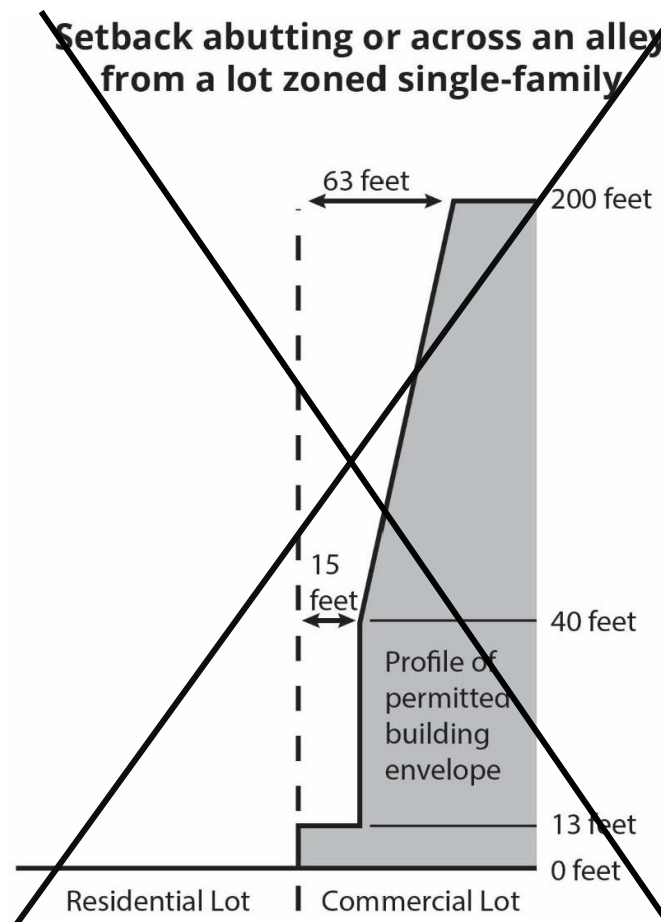


3. An upper-level setback is required along any rear or side lot line that abuts a lot in a ~~((single-family))~~ neighborhood residential zone, that is across an alley from a lot in a ~~((single-family))~~ neighborhood residential zone, or that abuts a lot that is zoned both commercial and ~~((single-family))~~ neighborhood residential if the commercial zoned portion of the abutting lot is less than 50 percent of the width or depth of the lot as follows:

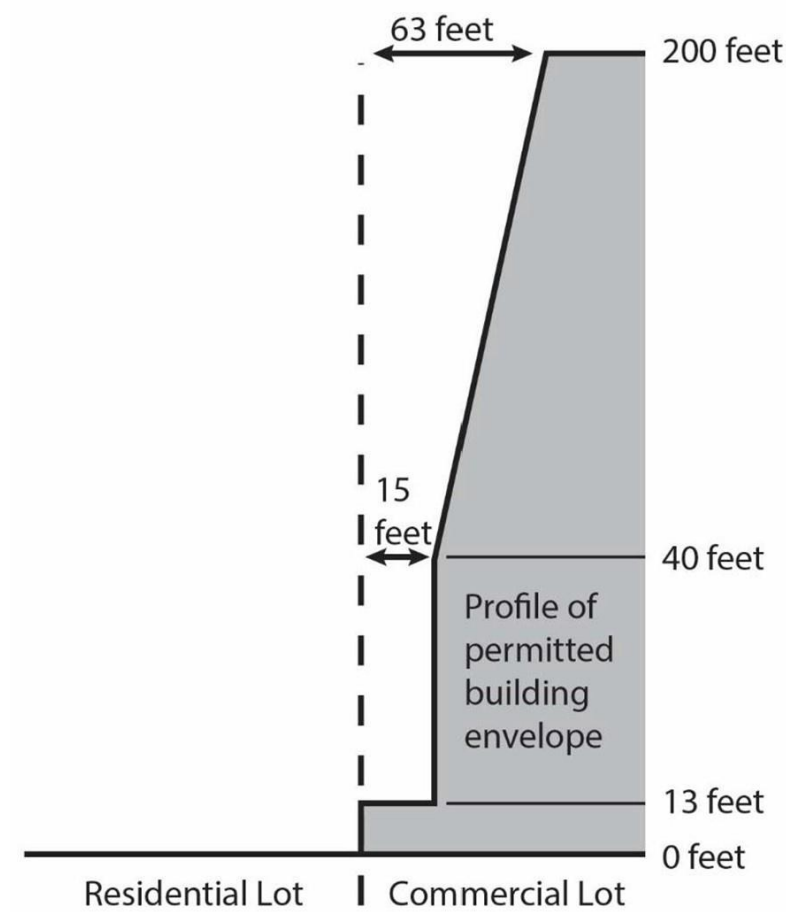
- 1 a. Fifteen feet for portions of structures above 13 feet in height to a  
2 maximum of 40 feet; and
- 3 b. For each portion of a structure above 40 feet in height, additional  
4 setback at the rate of 3 feet of setback for every 10 feet by which the height of such portion  
5 exceeds 40 feet (Exhibit C for 23.47A.014).
- 6

7 **Exhibit C for 23.47A.014**

8 **Setback abutting or across an alley from a lot zoned ((single-family)) neighborhood**  
9 **residential**



## Setback abutting or across an alley from a lot zoned neighborhood residential



4. One-half of the width of an abutting alley may be counted as part of the required setback. For the purpose of this Section 23.47A.014, the alley width and the location of the rear lot line shall be determined prior to any dedication that may be required for alley improvement purposes.

5. No entrance, window, or other opening is permitted closer than 5 feet to an abutting residentially-zoned lot.

\* \* \*



Section 67. Section 23.47A.040 of the Seattle Municipal Code, enacted by Ordinance 125125126384, is amended as follows:

**23.47A.040 Alternative development standards for low-income housing on property owned or controlled by a religious organization**

In lieu of meeting development standards contained in subsections 23.47A.012.A (height) and 23.47A.013.A (floor area), a proposed development that meets the requirements of Section 23.42.055 may elect to meet the alternative development standards in this Section 23.47A.040.

**A. Maximum height**

1. The applicable height limit for development permitted pursuant to Section 23.42.055 in NC zones and C zones as designated on the Official Land Use Map, Chapter 23.32 is increased as shown in Table A for 23.47A.040.

Table A for 23.47A.040 Additional height for development permitted pursuant to Section 23.42.055	
Mapped height limit (in feet)	Height limit (in feet)
30	55
40	75
55	85
65	95
75	95
85	145
95	145
145	200
200	240

**2. Split-zoned lots**

a. On lots located in two or more zones, the height limit for the entire lot shall be the highest height limit of all zones in which the lot is located, provided that:

1) At least 65 percent of the total lot area is in the zone with the highest height limit;

2) No portion of the lot is located in a ((single family))  
neighborhood residential zone; and  
3) A minimum setback of 10 feet applies for any lot line that abuts  
a lot in a ((single family)) neighborhood residential zone.

b. For the purposes of this subsection 23.47A.040.A.2, the calculation of  
the percentage of a lot or lots located in two or more zones may include lots that abut and are in  
the same ownership at the time of the permit application.

#### B. Floor area

1. Development permitted pursuant to Section 23.42.055 is subject to the FAR  
limits as shown in Table B for 23.47A.040.

Table B for 23.47A.040 FAR limits for development permitted pursuant to Section 23.42.055			
Mapped height limit (in feet)	FAR limit for development that does not exceed mapped height limit	FAR limit for development that exceeds mapped height limit	Maximum additional exempt FAR <sup>1</sup>
30	2.75	3.25	0.5
40	3.5	4.5	0.5
55	4.25	5.25	0.5
65	5.25	5.75	0.5
75	5.75	5.75	0.5
85	6.25	7.0	1.0
95	6.5	7.0	1.0
145	7.25	8.0	1.0
200	8.5	9.0	1.0
Footnote to Table A for 23.47A.040 <sup>1</sup> Gross floor area for uses listed in subsection 23.47A.040.B.2 are exempt from FAR calculations up to this amount.			

2. In addition to the FAR exemptions in subsection 23.47A.013.B, an additional FAR exemption up to the total amount specified in Table B for 23.47A.040 is allowed for any combination of the following floor area:

a. Floor area in units with two or more bedrooms and a minimum net unit area of 850 square feet;

b. Floor area of a religious facility;

c. Floor area in a structure designated as a Landmark pursuant to Chapter 25.12; and

d. Any floor area in a development located within 1/4 mile (1,320 feet) of a transit stop or station served by a frequent transit route as defined in subsection 23.54.015.B.4.

3. Split-zoned lots

a. On lots located in two or more zones, the FAR limit for the entire lot shall be the highest FAR limit of all zones in which the lot is located, provided that:

1) At least 65 percent of the total lot area is in the zone with the highest FAR limit;

2) No portion of the lot is located in a ~~((single-family))~~ neighborhood residential zone; and

3) A minimum setback of 10 feet applies for any lot line that abuts a lot in a ~~((single-family))~~ neighborhood residential zone.

b. For the purposes of this subsection 23.47A.040.B.3, the calculation of the percentage of a lot or lots located in two or more zones may include lots that abut and are in the same ownership at the time of the permit application.

C. Upper-level setback. An upper-level setback of 8 feet from the lot line is required for any street-facing facade for portions of a structure exceeding the mapped height limit designated on the Official Land Use Map, Chapter 23.32.

Section 68. Section 23.50.024 of the Seattle Municipal Code, last amended by Ordinance 123649, is amended as follows:

**23.50.024 Industrial Buffer—Structure height**

\* \* \*

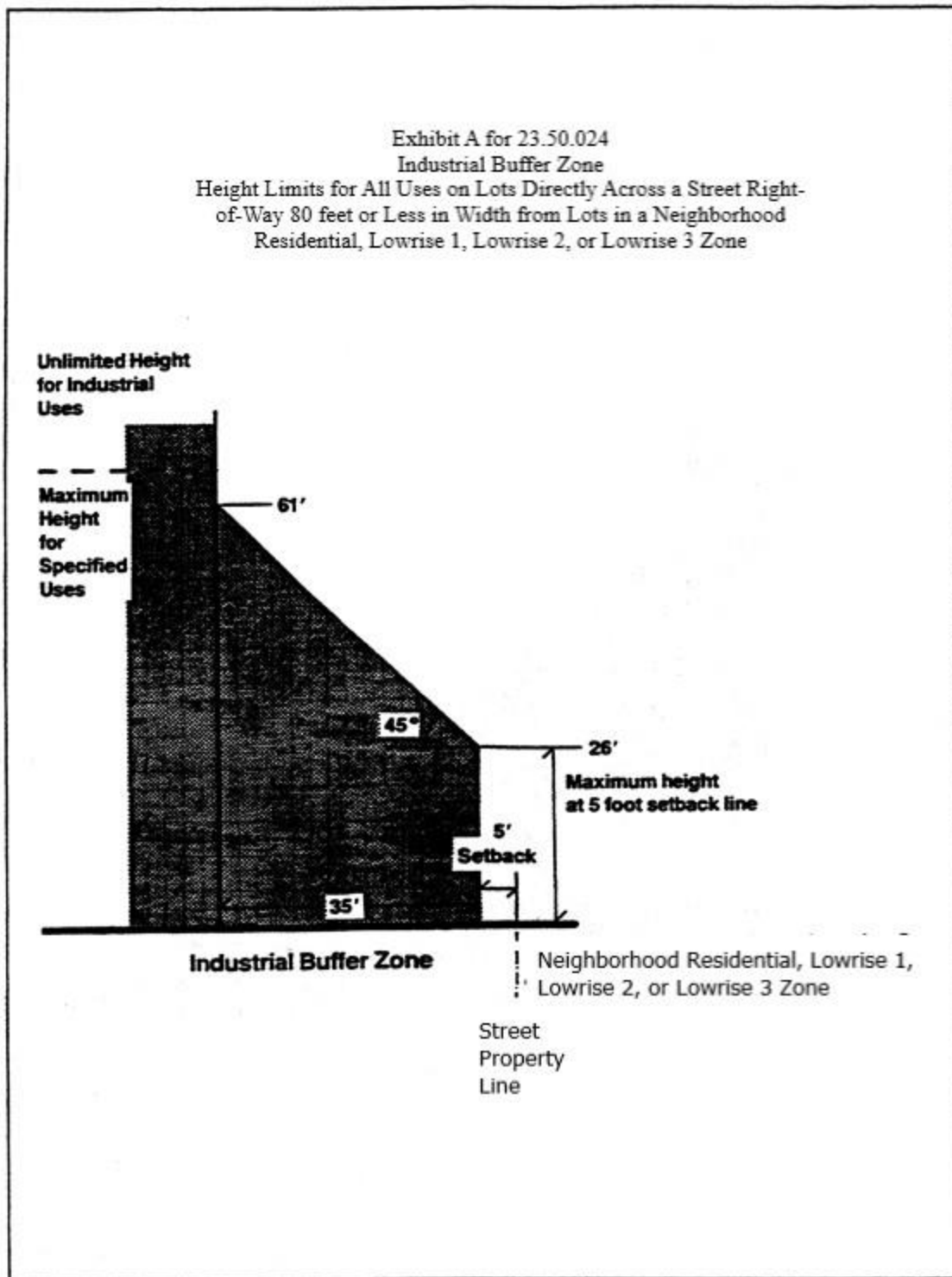
C. The following height limits shall apply to all uses, in addition to the maximum permitted heights for uses listed in subsection B, on lots directly across a street right-of-way eighty (80) feet or less in width from lots in a ~~((Single-family))~~ neighborhood residential, Lowrise 1, Lowrise 2, or Lowrise 3 zone:

1. All structures shall be set back five (5) feet from the street lot line opposite lots zoned ~~((Single-family))~~ neighborhood residential, Lowrise 1, Lowrise 2, or Lowrise 3. A maximum height of twenty-six (26) feet shall be permitted at the setback line.

2. Beginning at the five (5) foot setback line and continuing for thirty-five (35) feet, permitted height shall increase at a forty-five (45) degree angle from the twenty-six (26) foot height allowed at the setback line. (See Exhibit A for 23.50.024((A)))

Exhibit A for 23.50.024: Industrial Buffer Zone Height Limits for All Uses on Lots Directly Across a Street Right-of-Way 80 feet or Less in Width from Lots in a Neighborhood Residential,

Lowrise 1, Lowrise 2, or Lowrise 3 Zone



3. The height permitted beyond forty (40) feet from the street lot line shall be the same as the maximum height designated on the Official Land Use Map.

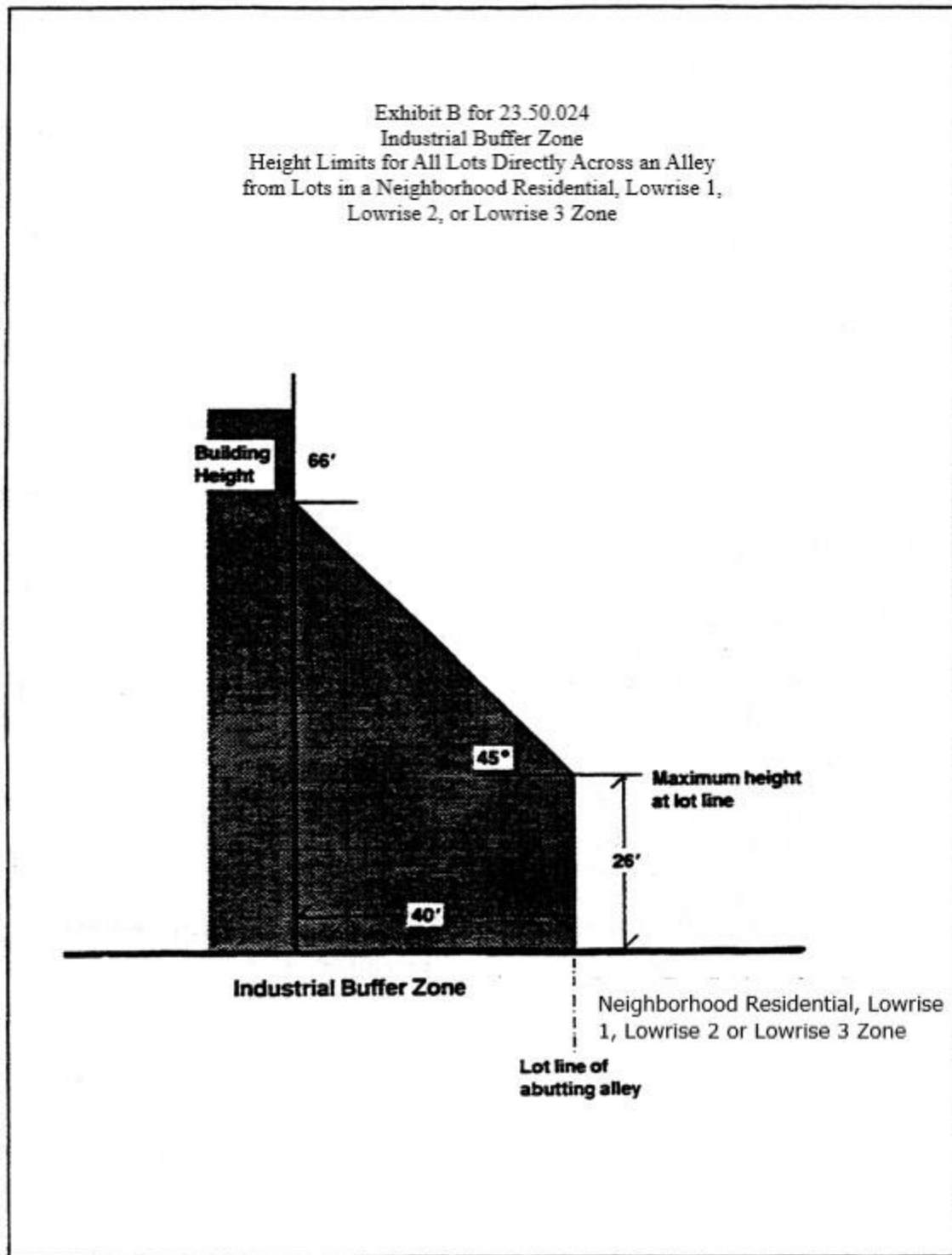
1                   4. Exceptions for rooftop features, Section 23.50.020 A, shall not apply in the area  
2 within forty (40) feet of the street lot line.

3                   D. The following height limits shall apply to all lots directly across an alley from lots in a  
4 ~~((Single-family))~~ neighborhood residential, Lowrise 1, Lowrise 2, or Lowrise 3 zone:

5                   1. A maximum height of twenty-six (26) feet shall be permitted on alley lot lines.

6                   2. For the area within forty (40) feet of the lot line, permitted height shall increase  
7 at a forty-five (45) degree angle from the twenty-six (26) foot height allowed at the alley lot line.  
8 (See Exhibit B for 23.50.024(~~(-B-)~~))

9                   Exhibit B for 23.50.024: Industrial Buffer Zone Height Limits for All Lots Directly Across an  
10                   Alley from a Lot in a Neighborhood Residential, Lowrise 1, Lowrise 2, or Lowrise 3 Zone



3. The height permitted beyond forty (40) feet from the alley lot line shall be the same as the maximum height designated on the Official Land Use Map.

1                   4. Exceptions for rooftop features, Section 23.50.020 A, shall not apply for the  
2 area within forty (40) feet of the alley lot line.

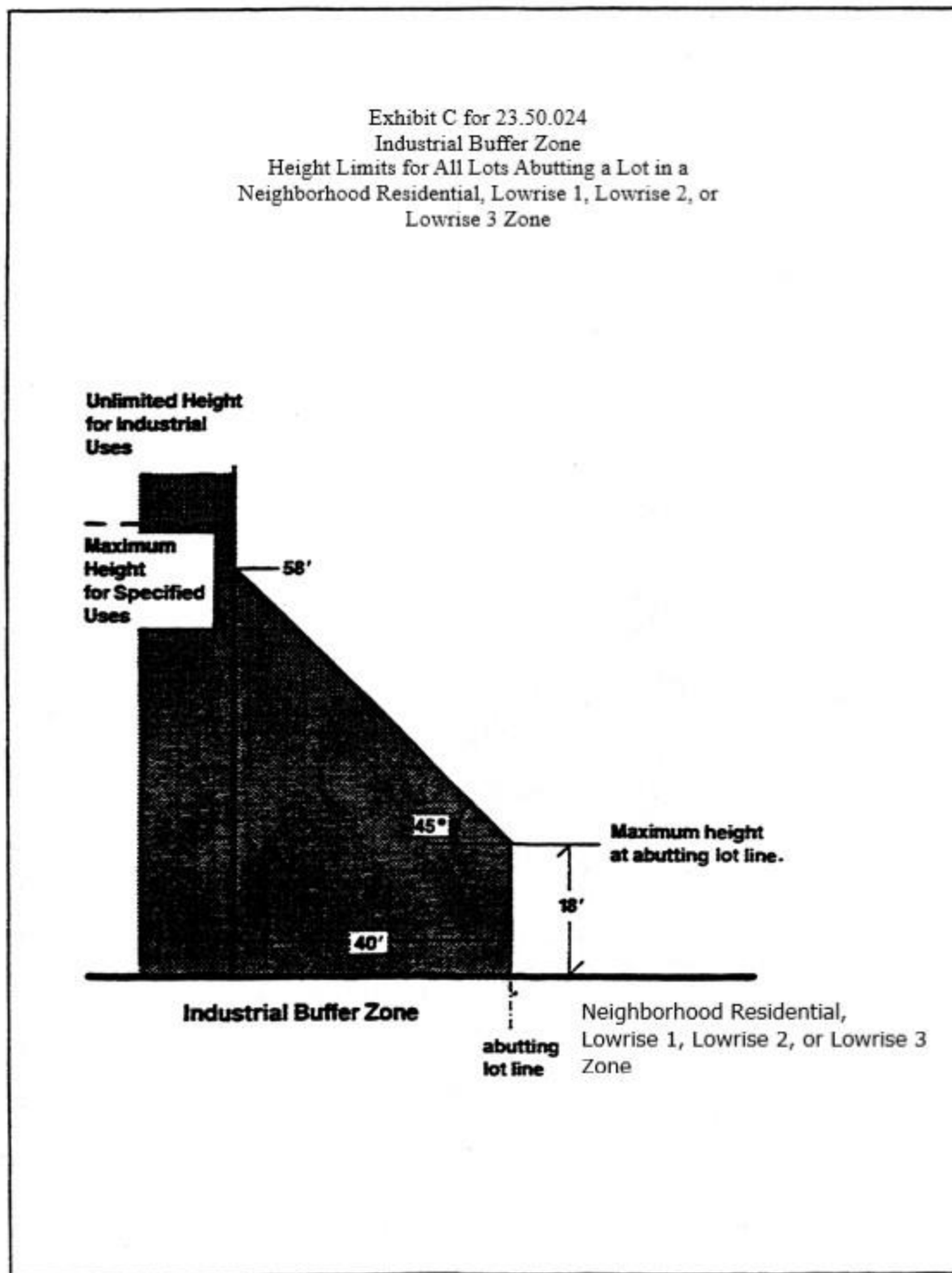
3                   E. The following height limits shall apply to all lots abutting a lot in a ((Single family))  
4 neighborhood residential, Lowrise 1, Lowrise 2, or Lowrise 3 zone:

5                   1. A maximum height of eighteen (18) feet shall be permitted on abutting lot  
6 lines.

7                   2. For the area within forty (40) feet of the lot line, permitted height shall increase  
8 at a forty-five (45) degree angle from the eighteen (18) foot height allowed at the abutting lot  
9 line. (See Exhibit C for 23.50.024((-C-)))

10                   Exhibit C for 23.50.024: Industrial Buffer Zone Height Limits for All Lots Abutting a Lot in a  
11                   Neighborhood Residential, Lowrise 1, Lowrise 2 or Lowrise 3 Zone





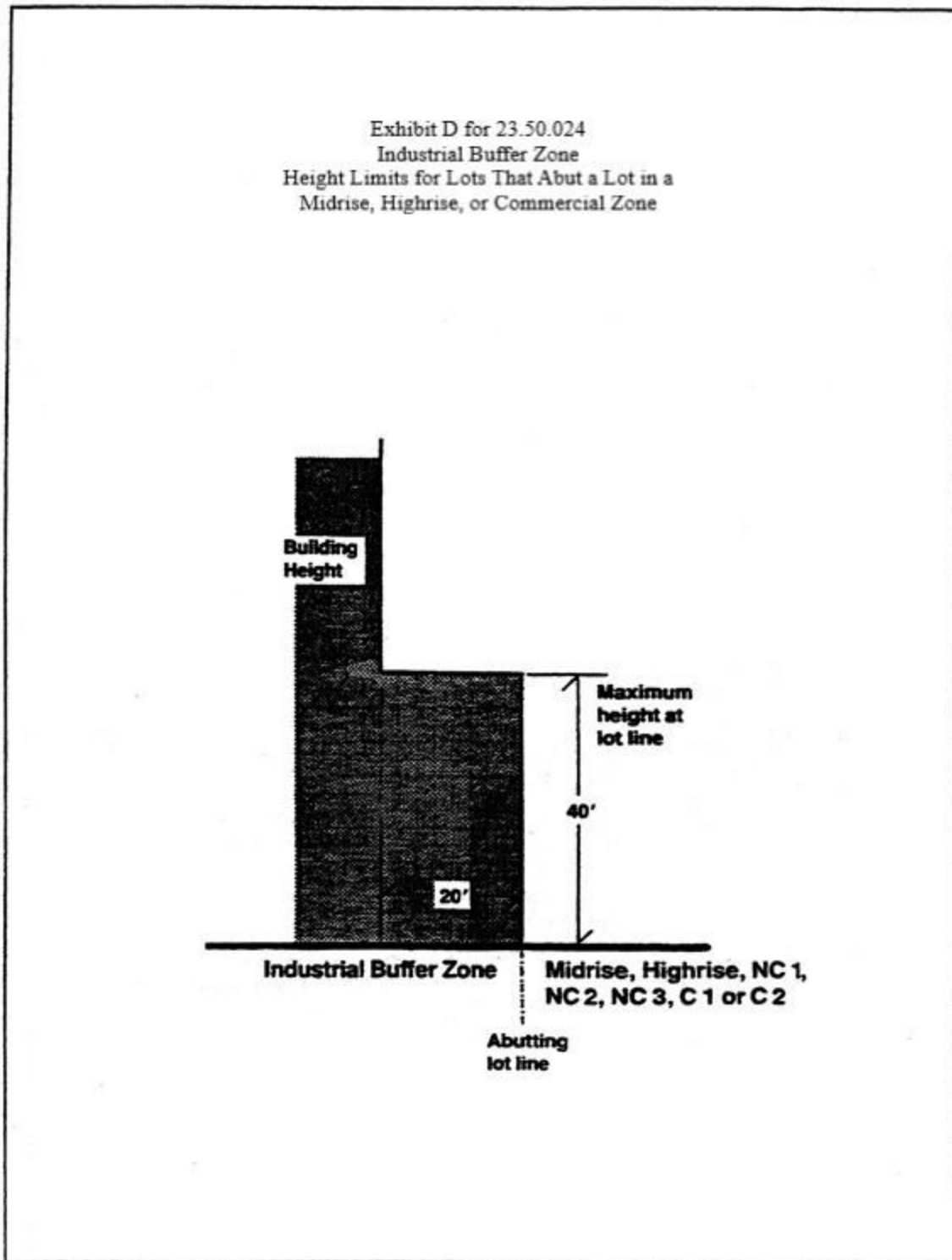
3. The height permitted beyond forty (40) feet from the abutting lot line shall be the same as the maximum height designated on the Official Land Use Map.

4. Exceptions for rooftop features, Section 23.50.020 A, shall not apply in the area within forty (40) feet of the abutting lot line.

F. The following height limit shall apply to lots which abut a lot in a Midrise, Highrise, or Commercial zone:

1. A maximum height of forty (40) feet shall apply for a depth of twenty (20) feet along the abutting lot lines. (See Exhibit D for 23.50.024(~~-D~~)))

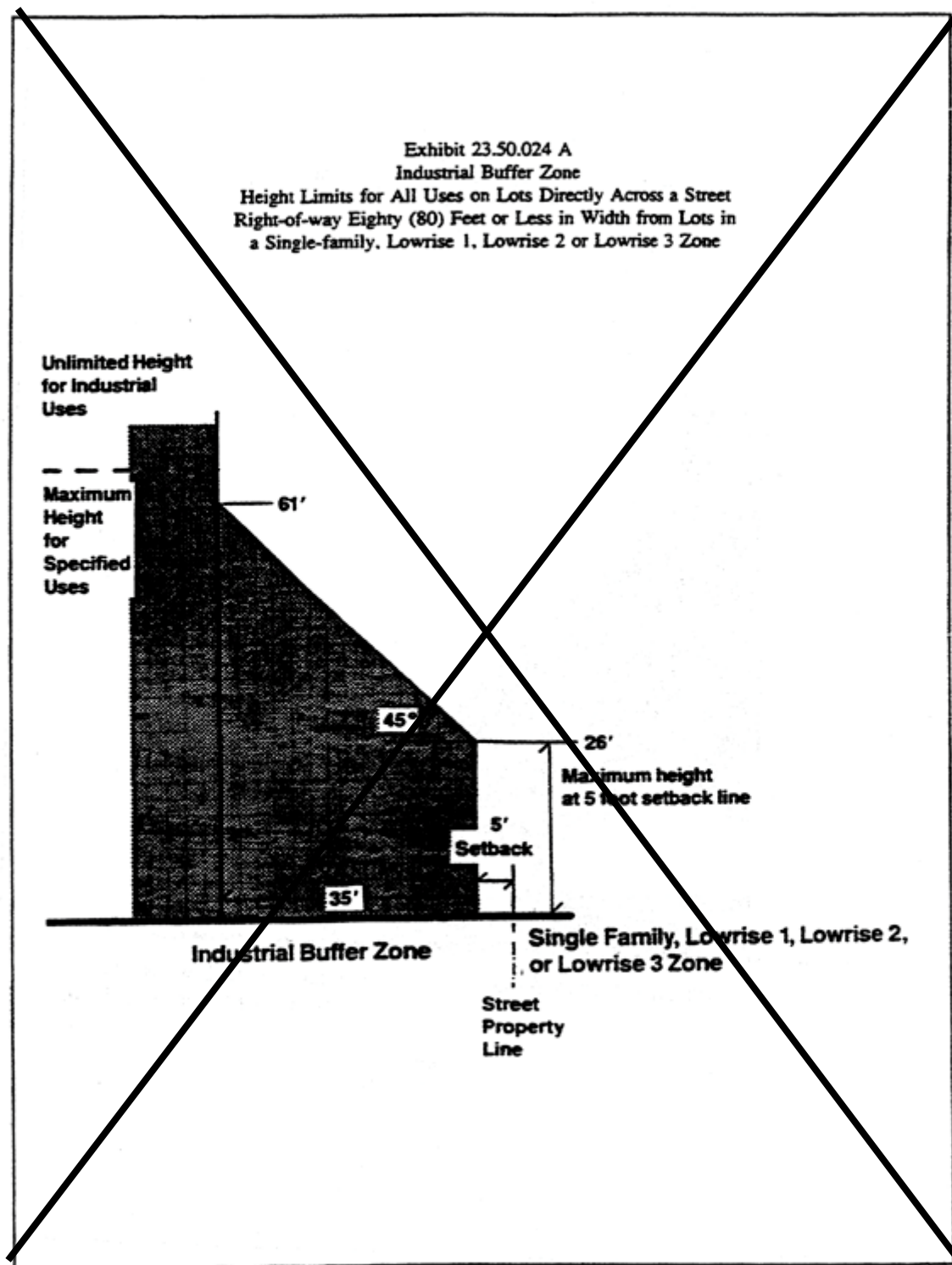
Exhibit D for 23.50.024: Industrial Buffer Zone Height Limits for Lots That Abut a Lot in a Midrise, Highrise, Or Commercial Zone



2. The height permitted beyond twenty (20) feet from the abutting lot lines shall be the same as the maximum height designated on the Official Land Use Map.

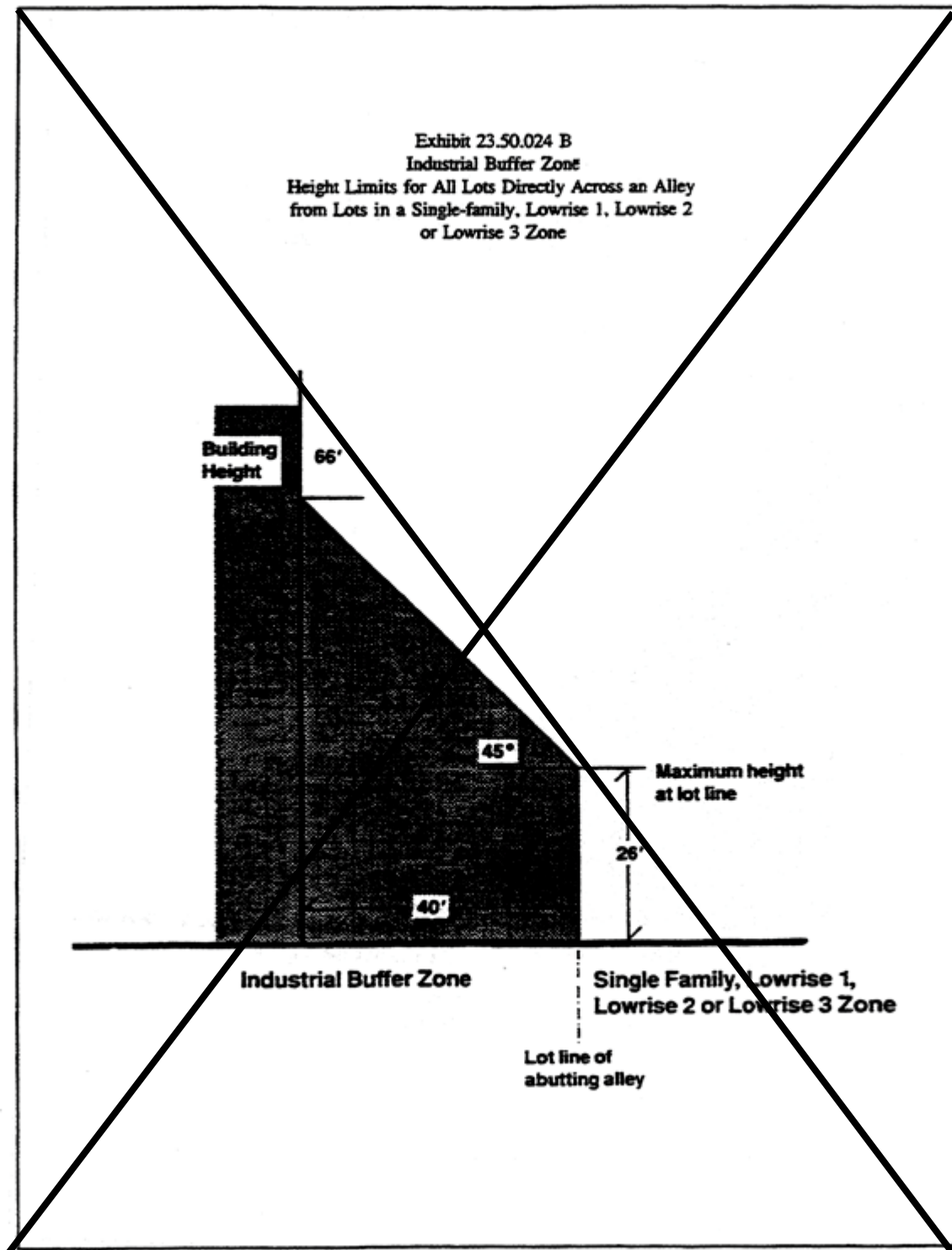
1                    3. Exceptions for rooftop features, Section 23.50.020 A, shall not apply in the area  
2 within twenty (20) feet of the abutting lot line.

3                    ((~~Exhibit 23.54.024A~~))



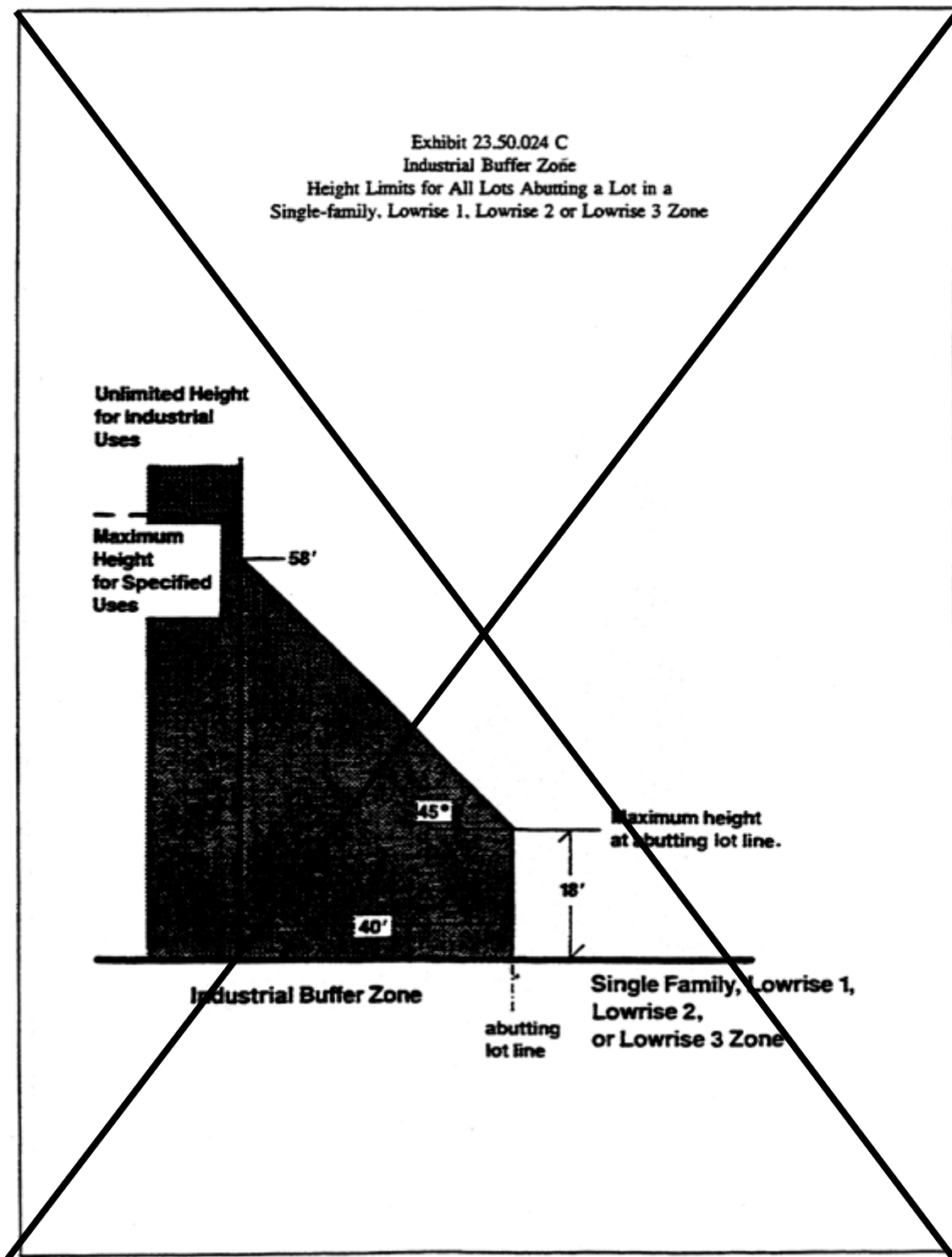
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((Exhibit 23.54.024B))

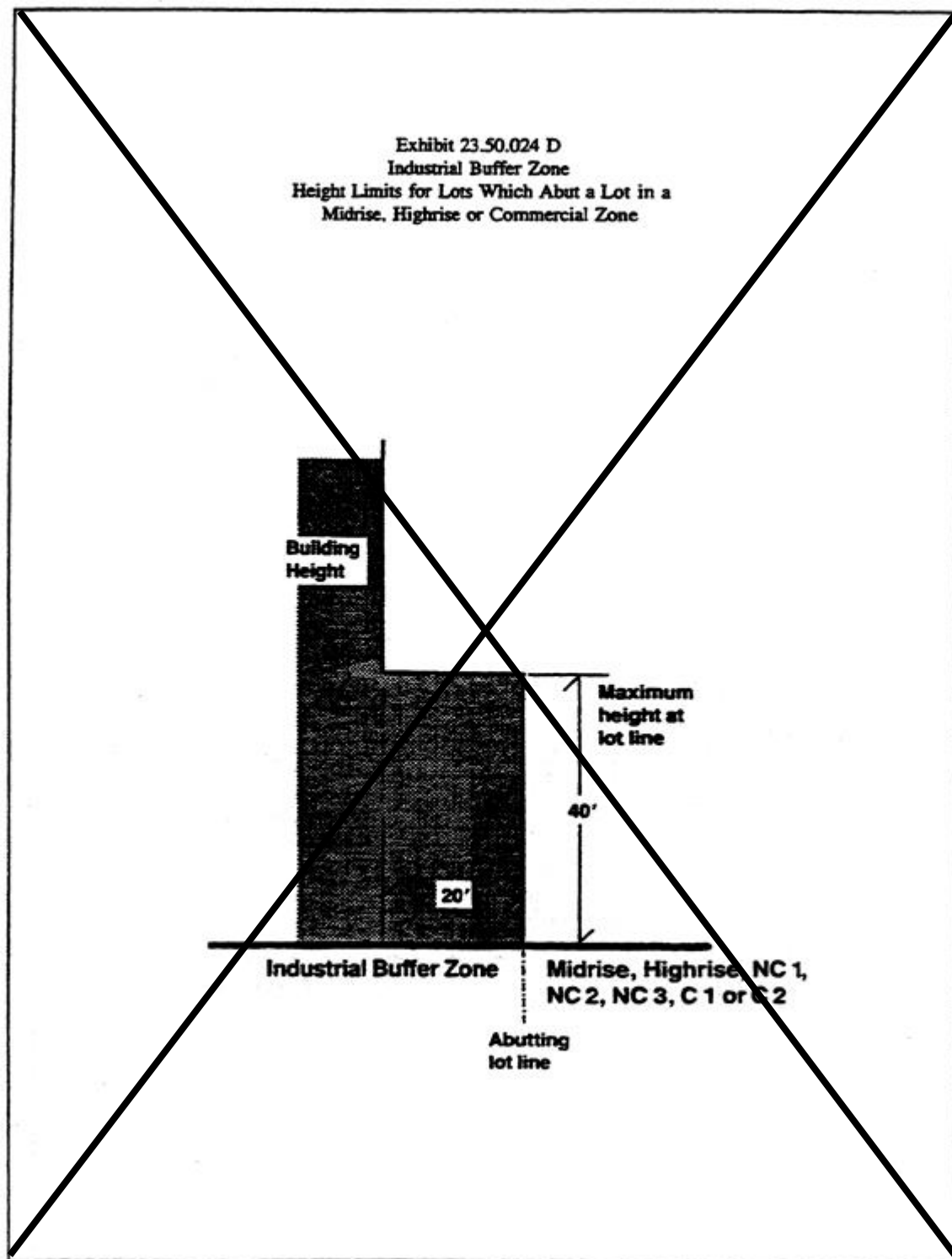


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((Exhibit 23.54.024C))



((Exhibit 23.54.024D))



Section 69. Section 23.50.030 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:



**23.50.030 Industrial Buffer—Setback requirements**

A. Setbacks shall be required in the Industrial Buffer (IB) zone according to the provisions of subsections B, C and D of this section. All required setbacks shall be landscaped according to the provisions of Section 23.50.036.

B. A five (5) foot setback shall be required from all street lot lines which are across a street right-of-way eighty (80) feet or less in width from a lot in a ~~((Single-family))~~ neighborhood residential, Lowrise 1, Lowrise 2 or Lowrise 3 zone.

\* \* \*

Section 70. Section 23.51A.002 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

**23.51A.002 Public facilities in ~~((single-family))~~ neighborhood residential zones**

A. Except as provided in subsections B, D and E of this Section 23.51A.002, uses in public facilities that are most similar to uses permitted outright or permitted as an administrative conditional use under Chapter 23.44 are also permitted outright or as an administrative conditional use, subject to the same use regulations, development standards and administrative conditional use criteria that govern the similar use. The City Council may waive or modify applicable development standards or administrative conditional use criteria according to the provisions of Chapter 23.76, Subchapter III, Council Land Use Decisions, with public projects considered as Type IV quasi-judicial decisions and City facilities considered as Type V legislative decisions.

B. Permitted Uses in Public Facilities Requiring City Council Approval. The following uses in public facilities in ~~((single-family))~~ neighborhood residential zones may be permitted by the City Council, according to the provisions of Chapter 23.76, Procedures for Master Use

Permits and Council Land Use Decisions:

1. Police precinct station;
2. Fire station;
3. Public boat moorage;
4. Utility services use; and
5. Other similar use.

The proponent of any such use shall demonstrate the existence of a public necessity for the public facility use in a ((~~single-family~~)) neighborhood residential zone. The public facility use shall be developed according to the development standards for institutions (Section 23.44.022), unless the City Council makes a determination to waive or modify applicable development standards according to the provisions of Chapter 23.76, Subchapter III, Council Land Use Decisions, with public projects considered as Type IV quasi-judicial decisions and City facilities considered as Type V legislative decisions.

C. Expansion of Uses in Public Facilities.

1. Major Expansion. Major expansions may be permitted to uses in public facilities allowed in subsections 23.51A.002.A and B above according to the same provisions and procedural requirements as described in these subsections. A major expansion of a public facility use occurs when the proposed expansion would not meet development standards or would exceed either 750 square feet or 10 percent of its existing area, whichever is greater, including gross floor area and areas devoted to active outdoor uses other than parking.

2. Minor Expansion. When an expansion falls below the major expansion threshold level, it is a minor expansion. Minor expansions may be permitted to uses in public facilities allowed in subsections 23.51A.002.A and B above according to the provisions of

Chapter 23.76, Procedures for Master Use Permits and Council Land Use Decisions, for a Type I Master Use Permit when the development standards of the zone in which the public facility is located are met.

D. Sewage treatment plants. The expansion or reconfiguration (which term shall include reconstruction, redevelopment, relocation on the site, or intensification of treatment capacity) of existing sewage treatment plants in ~~((single-family))~~ neighborhood residential zones may be permitted if there is no feasible alternative location in a zone where the use is permitted and the conditions imposed under subsections 23.51A.002.D.3 and 23.51A.002.D.4 are met.

1. Applicable procedures. The decision on an application for the expansion or reconfiguration of a sewage treatment plant is a Type IV Council land use decision. If an application for an early determination of feasibility is required to be filed pursuant to subsection 23.51A.002.D.2, the early determination of feasibility will also be a Council land use decision subject to Sections 23.76.038 through 23.76.056.

2. Need for feasible alternative determination. The proponent shall demonstrate that there is no feasible alternative location in a zone where establishment of the use is permitted.

a. The Council's decision as to the feasibility of alternative location(s) shall be based upon a full consideration of the environmental, social, and economic impacts on the community, and the intent to preserve and to protect the physical character of ~~((single-family))~~ neighborhood residential areas, and to protect ~~((single-family))~~ neighborhood residential areas from intrusions of non-single-family uses.

b. The determination of feasibility may be the subject of a separate application for a Council land use decision prior to submission of an application for a project-specific approval if the Director determines that the expansion or reconfiguration proposal is

1 complex, involves the phasing of programmatic and project-specific decisions or affects more  
2 than one site in a ((~~single-family~~)) neighborhood residential zone.

3 c. Application for an early determination of feasibility shall include:

4 1) The scope and intent of the proposed project in the ((~~single-~~  
5 ~~family~~)) neighborhood residential zone and appropriate alternative(s) in zones where  
6 establishment of the use is permitted, identified by the applicant or the Director;

7 2) The necessary environmental documentation as determined by  
8 the Director, including an assessment of the impacts of the proposed project and of the  
9 permitted-zone alternative(s), according to the state and local SEPA guidelines;

10 3) Information on the overall sewage treatment system that  
11 outlines the interrelationship of facilities in ((~~single-family~~)) neighborhood residential zones and  
12 in zones where establishment of the use is permitted;

13 4) Schematic plans outlining dimensions, elevations, locations on  
14 site, and similar specifications for the proposed project and for the alternative(s).

15 d. If a proposal or any portion of a proposal is also subject to a feasible  
16 alternative location determination under Section 23.60A.066, the Plan Shoreline Permit  
17 application and the early determination application will be considered in one determination  
18 process.

19 3. Conditions for Approval of Proposal.

20 a. The project is located so that adverse impacts on residential areas are  
21 minimized;

22 b. The expansion of a facility does not result in a concentration of  
23 institutions or facilities that would create or appreciably aggravate impacts that are incompatible

1 with single-family residences.

2 c. A facility management and transportation plan is required. The level  
3 and kind of detail to be disclosed in the plan shall be based on the probable impacts and/or scale  
4 of the proposed facility, and shall at a minimum include discussion of sludge transportation,  
5 noise control, and hours of operation. Increased traffic and parking expected to occur with use of  
6 the facility shall not create a serious safety problem or a blighting influence on the  
7 neighborhood;

8 d. Measures to minimize potential odor emission and airborne pollutants  
9 including methane shall meet standards of and be consistent with best available technology as  
10 determined in consultation with the Puget Sound Clean Air Agency (PSCAA), and shall be  
11 incorporated into the design and operation of the facility;

12 e. Methods of storing and transporting chlorine and other hazardous and  
13 potentially hazardous chemicals shall be determined in consultation with the Seattle Fire  
14 Department and incorporated into the design and operation of the facility;

15 f. Vehicular access suitable for trucks is available or provided from the  
16 plant to a designated arterial improved to City standards;

17 g. The bulk of facilities shall be compatible with the surrounding  
18 community. Public facilities that do not meet bulk requirements may be located in ~~((single-~~  
19 ~~family)) neighborhood residential ((areas)) zones~~ if there is a public necessity for their location  
20 there;

21 h. Landscaping and screening, separation from less intensive zones, noise,  
22 light and glare controls and other measures to ensure the compatibility of the use with the  
23 surrounding area and to mitigate adverse impacts shall be incorporated into the design and

operation of the facility.

i. No residential structures, including those modified for nonresidential use, are demolished for facility expansion unless a need has been demonstrated for the services of the institution or facility in the surrounding community.

4. Substantial Conformance. If the application for a project-specific proposal is submitted after an early determination that location of the sewage treatment plant is not feasible in a zone where establishment of the use is permitted, the proposed project must be in substantial conformance with the feasibility determination. Substantial conformance shall include, but not be limited to, a determination that:

a. There is no net substantial increase in the environmental impacts of the project-specific proposal as compared to the impacts of the proposal as approved in the feasibility determination.

b. Conditions included in the feasibility determination are met.

E. Prohibited Uses. The following public facilities are prohibited in ~~((single-family))~~ neighborhood residential zones:

1. Jails;
2. Metro operating bases;
3. Park and ride lots;
4. Establishment of new sewage treatment plants;
5. Solid waste transfer stations;
6. Animal control shelters;
7. Post Office distribution centers; and
8. Work-release centers.

F. Essential Public Facilities. Permitted essential public facilities shall also be reviewed according to the provisions of Chapter 23.80, Essential Public Facilities.

Section 71. Section 23.51B.002 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.51B.002 Public schools in residential zones**

Public schools in all ((~~single-family~~)) neighborhood residential and multifamily zones are subject to the following development standards unless otherwise indicated:

A. New public schools or additions to existing public schools and accessory uses including child care centers that meet the applicable development standards of this Chapter 23.51B are permitted outright.

B. Departures from development standards may be permitted or required pursuant to procedures and criteria established in Chapter 23.79, Establishment of Development Standard Departure for Public Schools.

C. Lot Coverage in ((~~Single-Family~~)) Neighborhood Residential Zones

1. For new public school construction on new public school sites the maximum lot coverage permitted for all structures is 45 percent of the lot area for one story structures or 35 percent of the lot area if any structure or portion of a structure has more than one story.

2. For new public school construction and additions to existing public school structures on existing public school sites, the maximum lot coverage permitted is the greater of the following:

- a. The lot coverage permitted in subsection 23.51B.002.C.1; or
- b. The lot coverage of the former school structures on the site, provided that the height of the new structure or portion of structure is no greater than that of the former

1 structures when measured according to Section 23.86.006.F, and at least 50 percent of the  
2 footprint of the new principal structure is constructed on a portion of the lot formerly occupied  
3 by the footprint of the former principal structure.

4 3. Departures from lot coverage limits may be granted or required pursuant to the  
5 procedures and criteria set forth in Chapter 23.79. Up to 55 percent lot coverage may be allowed  
6 for single-story structures, and up to 45 percent lot coverage for structures of more than one  
7 story. Lot coverage restrictions may be waived by the Director as a Type I decision when waiver  
8 would contribute to reduced demolition of residential structures.

9 4. The exceptions to lot coverage set forth in subsection 23.44.010.D apply.

10 D. Height

11 1. ~~((Single Family))~~ Neighborhood Residential and Lowrise Zones

12 a. For new public school construction on new public school sites, the  
13 maximum permitted height is 30 feet plus 5 feet for a pitched roof. For gymnasiums and  
14 auditoriums that are accessory to the public school, the maximum permitted height is 35 feet plus  
15 10 feet for a pitched roof if all portions of the structure above 30 feet are set back at least 20 feet  
16 from all lot lines. All parts of a pitched roof above the height limit must be pitched at a rate of  
17 not less than 4:12. No portion of a shed roof on a gymnasium or auditorium is permitted to  
18 extend above the 35 foot height limit under this provision.

19 b. For new public school construction on existing public school sites, the  
20 maximum permitted height is 35 feet plus 15 feet for a pitched roof. All parts of the roof above  
21 the height limit must be pitched at a rate of not less than 4:12. No portion of a shed roof is  
22 permitted to extend beyond the 35 foot height limit under this provision.

23 c. For additions to existing public schools on existing public school sites,



1 the maximum height permitted is the height of the existing school or 35 feet plus 15 feet for a  
2 pitched roof, whichever is greater. When the height limit is 35 feet, the ridge of the pitched roof  
3 on a principal structure may extend up to 15 feet above the height limit, and all parts of the roof  
4 above the height limit must be pitched at a rate of not less than 4:12. No portion of a shed roof is  
5 permitted to extend beyond the 35 foot limit under this provision.

6               2. Midrise and Highrise Zones. The maximum permitted height for any public  
7 school located in a MR or HR zone is the base height permitted in that zone for multifamily  
8 structures.

9               3. In Lowrise zones, departures from height limits may be granted or required  
10 pursuant to the procedures and criteria set forth in Chapter 23.79. For construction of new  
11 structures on new and existing public school sites to the extent not otherwise permitted outright,  
12 the maximum height that may be granted as a development standard departure is 35 feet plus 15  
13 feet for a roof pitched at a rate of not less than 4:12 for elementary schools and 60 feet plus 15  
14 feet for a roof pitched at a rate of not less than 4:12 for secondary schools. No departures may be  
15 granted for a portion of a shed roof to extend beyond 35 feet in height under this provision.

16               4. Height maximums in all residential zones may be waived by the Director as a  
17 Type I decision when the waiver would contribute to reduced demolition of residential  
18 structures.

19               5. The provisions of subsection B of Section 23.44.012 and the exemptions of  
20 subsection C of Section 23.44.012 apply.

21               6. Light Standards

22               a. Light standards for illumination of athletic fields on new and existing  
23 public school sites may be allowed to exceed the maximum permitted height, up to a maximum

1 height of 100 feet, if the Director determines that the additional height is necessary to ensure  
2 adequate illumination and that impacts from light and glare are minimized to the greatest extent  
3 practicable. The applicant must submit an engineer's report demonstrating that impacts from light  
4 and glare are minimized to the greatest extent practicable. When proposed light standards are  
5 reviewed as part of a project being reviewed pursuant to Chapter 25.05, Environmental Policies  
6 and Procedures, and requiring a SEPA determination, the applicant must demonstrate that the  
7 additional height contributes to a reduction in impacts from light and glare.

8                               b. When proposed light standards are not included in a proposal being  
9 reviewed pursuant to Chapter 25.05, the Director may permit the additional height as a special  
10 exception subject to Chapter 23.76, Procedures for Master Use Permits and Council Land Use  
11 Decisions.

12                               1) When seeking a special exception for taller light standards, the  
13 applicant must submit an engineer's report demonstrating that the additional height contributes to  
14 a reduction in impacts from light and glare. When the proposal will result in extending the  
15 lighted area's duration of use, the applicant must address and mitigate potential impacts,  
16 including but not limited to, increased duration of noise, traffic, and parking demand. The  
17 applicant also shall conduct a public workshop for residents within 1/8 of a mile of the affected  
18 school in order to solicit comments and suggestions on design as well as potential impacts.

19                               2) The Director may condition a special exception to address  
20 negative impacts from light and glare on surrounding areas, and conditions may also be imposed  
21 to address other impacts associated with increased field use due to the addition of lights,  
22 including, but not limited to, increased noise, traffic, and parking demand.

23               E. Setbacks

1                   1. General Requirements

2                   a. No setbacks are required for new public school construction or for  
3 additions to existing public school structures for that portion of the site across a street or an alley  
4 or abutting a lot in a nonresidential zone. If any portion of the site is across a street or an alley  
5 from or abuts a lot in a residential zone, setbacks are required for areas facing or abutting  
6 residential zones, as provided in subsections E.2 through E.5 of this Section 23.51B.002.  
7 Setbacks for sites across a street or alley from or abutting lots in Residential-Commercial (RC)  
8 zones are based upon the residential zone classification of the RC lot.

9                   b. The minimum setback requirement may be averaged along the structure  
10 facade with absolute minimums for areas abutting lots in residential zones as provided in  
11 subsections E.2.b, E.3.b and E.4.b of this Section 23.51B.002.

12                  c. Trash disposals, operable windows in a gymnasium, main entrances,  
13 play equipment, kitchen ventilators or other similar items shall be located at least 30 feet from  
14 any ~~((single-family))~~ neighborhood residential zoned lot and 20 feet from any multi-family  
15 zoned lot.

16                  d. The exceptions of subsections 23.44.014.D.5, D.6, D.7, D.8, D.9, D.10,  
17 D.11 and D.12 apply.

18                   2. New public school construction on new public school sites.

19                  a. New public school construction on new public school sites across a  
20 street or alley from lots in residential zones shall provide minimum setbacks according to the  
21 height of the school and the designation of the facing residential zone, as shown in Table A for  
22 23.51B.002:

23 **Table A for 23.51B.002: Minimum Setbacks for a New Public School Site Located Across a**

## Street or Alley from a Residential Zone

	Minimum Setbacks Across a Street or Alley from the Following Zones (in feet):			
Height	((SF)) NR/L1	LR2/LR3	MR	HR
	Average			
20 or less	15	10	5	0
Greater than 20 up to 35	15	10	5	0
Greater than 35 up to 50	20	15	5	0
Greater than 50	35	20	10	0

b. New public school construction on new public school sites abutting lots in residential zones shall provide minimum setbacks according to the height of the school and the designation of the abutting residential zone, as shown in Table B for 23.51B.002:

Table B for 23.51B.002: Minimum Setbacks for a New Public School Site Abutting a Residential Zone

	Minimum Setbacks Abutting the Following Zones (in feet):			
Height	((SF)) NR/L1	LR2/LR3	MR	HR
	Average (minimum)			
20 or less	20 (10)	15 (10)	10 (5)	0
Greater than 20 up to 35	25 (10)	15 (10)	10 (5)	0
Greater than 35 up to 50	25 (10)	20 (10)	10 (5)	0
Greater than 50	30 (15)	25 (10)	15 (5)	0

### 3. New public school construction on existing public school sites.

a. New public school construction on existing public school sites across a street or alley from lots in residential zones shall provide either the setback of the previous structure on the site or minimum setbacks according to the I height of the school and the designation of the facing residential zone as shown in Table C for 23.51B.002, whichever is less:

**Table C for 23.51B.002: Minimum Setbacks for New Construction on an Existing Public School Site Located Across a Street or Alley from a Residential Zone**

	Minimum Setbacks If Across a Street or Alley from the Following Zones (in feet):
--	--

Façade Height	((SF)) NR/L1	LR2/LR3	MR	HR
	Average			
20 or less	10	5	5	0
Greater than 20 up to 35	10	5	5	0
Greater than 35 up to 50	15	10	5	0
Greater than 50	20	15	10	0

b. New public school construction on existing public school sites abutting lots in residential zones shall provide either the setback of the previous structure on the site or minimum setbacks according to the height of the school and the designation of the abutting residential zone, as shown in Table D for 23.51B.002, whichever is less:

**Table D for 23.51B.002: Minimum Setbacks for New Construction on an Existing Public School Site Abutting a Residential Zone**

	Minimum Setbacks Abutting the Following Zones (in feet):			
Façade Height	((SF)) NR/L1	LR2/LR3	MR	HR
	Average (minimum)			
20 or less	15 (10)	10 (5)	10 (5)	0 (0)
Greater than 20 up to 35	20 (10)	15 (10)	10 (5)	0 (0)
Greater than 35 up to 50	25 (10)	20 (10)	10 (5)	0 (0)
Greater than 50	30 (15)	25 (10)	15 (5)	0 (0)

4. Additions to Existing Public School Structures on Existing Public School Sites.

a. Additions to existing public school structures on existing public school sites across a street or alley from lots in residential zones shall provide either the setback of the previous structure on the site or minimum setbacks according to the height of the school and the designation of the facing residential zone as shown in Table E for 23.51B.002, whichever is less:

**Table E for 23.51B.002: Minimum Setbacks for Additions on an Existing Public School Site Located Across a Street or Alley**

	Minimum Setbacks (in feet) If Located Across a Street or Alley from:
--	--

Façade Height	((SF)) NR/L1	LR2/LR3	MR	HR
	Average			
20 or less	5	5	5	0
Greater than 20 up to 35	10	5	5	0
Greater than 35 up to 50	15	10	5	0
Greater than 50	20	15	10	0

b. Additions to public schools on existing public school sites abutting lots in residential zones shall provide either the setback of the previous structure on the site or minimum setbacks according to the height of the school and the designation of the abutting residential zone as shown in Table F for 23.51B.002, whichever is less:

**Table F for 23.51B.002: Minimum Setbacks for Additions on an Existing Public School Site Abutting a Residential Zone**

	Minimum Setbacks by Abutting Zone (in feet):			
Façade Height	((SF)) NR/L1	LR2/LR3	MR	HR
	Average (minimum)			
20 or less	10 (5)	10 (5)	10 (5)	0 (0)
Greater than 20 up to 35	15 (5)	10 (5)	10 (5)	0 (0)
Greater than 35 up to 50	20 (10)	20 (10)	10 (5)	0 (0)
Greater than 50	25 (10)	25 (10)	15 (5)	0 (0)

5. Departures from setback requirements may be granted or required pursuant to the procedures and criteria set forth in Chapter 23.79 as follows:

a. The minimum average setback may be reduced to 10 feet and the minimum setback to 5 feet for structures or portions of structures across a street or alley from lots in residential zones.

b. The minimum average setback may be reduced to 15 feet and the minimum setback to 5 feet for structures or portions of structures abutting lots in residential zones.

1 c. The limits in subsections E.5.a and E.5.b of this Section 23.51B.002  
2 may be waived by the Director if a waiver would contribute to reduced demolition of residential  
3 structures.

4 \* \* \*

5 Section 72. Section 23.53.006 of the Seattle Municipal Code, last amended by Ordinance  
6 125791, is amended as follows:

7 **23.53.006 Pedestrian access and circulation**

8 \* \* \*

9 D. Outside urban centers and urban villages. Outside urban centers and urban villages,  
10 sidewalks, curbs, and curb ramps are required on an existing street in any of the following  
11 circumstances, except as provided in subsection 23.53.006.F.

12 1. In any zone with a pedestrian designation, sidewalks, curbs, and curb ramps are  
13 required when new lots, other than unit lots, are created through the full or short subdivision  
14 platting process or when development is proposed.

15 2. In industrial zones, on streets designated on Map A for 23.50.016, Industrial  
16 Streets Landscaping Plan, sidewalks, curbs, and curb ramps are required when new lots are  
17 created through the full or short subdivision platting process or when development is proposed.  
18 Sidewalks, curbs, and curb ramps are required only for the portion of the lot that abuts the  
19 designated street.

20 3. On arterials, except in IG1 and IG2 zones and on lots in IB zones that are not  
21 directly across the street from or abutting a lot in a residential or commercial zone, sidewalks,  
22 curbs, and curb ramps are required when new lots, other than unit lots, are created through the

1 full or short subdivision platting process or when development is proposed. Sidewalks, curbs,  
2 and curb ramps are required only for the portion of the lot that abuts the arterial.

3 4. In ((~~single-family~~)) neighborhood residential zones, sidewalks, curbs, and curb  
4 ramps are required when ten or more lots are created through the full subdivision platting process  
5 or when ten or more dwelling units are developed.

6 5. Outside of ((~~single-family~~)) neighborhood residential zones, except in IG1 and  
7 IG2 zones and on lots in IB zones that are not directly across the street from or abutting a lot in a  
8 residential or commercial zone, sidewalks, curbs, and curb ramps are required when six or more  
9 lots, other than unit lots, are created through the full or short subdivision platting process or  
10 when six or more dwelling units are developed.

11 6. In all zones, except IG1 and IG2 zones and on lots in IB zones that are not  
12 directly across the street from or abutting a lot in a residential or commercial zone, sidewalks,  
13 curbs, and curb ramps are required when the following non-residential uses are developed:

14 a. Seven hundred and fifty square feet or more of gross floor area of major  
15 and minor vehicle repair uses and multi-purpose retail sales; or

16 b. Four thousand square feet or more of non-residential uses not listed in  
17 subsection 23.53.006.D.6.a.

18 \* \* \*

19 Section 73. Section 23.53.010 of the Seattle Municipal Code, last amended by Ordinance  
20 123495, is amended as follows:

21 **23.53.010 Improvement requirements for new streets in all zones**

22 A. General Requirements. New streets created through the platting process or otherwise  
23 dedicated shall meet the requirements of this chapter and the Right-of-Way Improvements



Manual.

B. Required right-of-way widths for new streets.

1. Arterial and downtown streets. New streets located in downtown zones, and new arterials, shall be designed according to the Right-of-Way Improvements Manual.

2. Nonarterials not in downtown zones.

a. The required right-of-way widths for new nonarterial streets not located in downtown zones shall be as shown on Table A for Section 23.53.010:

**Table A for Section 23.53.010**

Zone Category	Required Right-of-Way Width
1. ((SF)) NR, LR1, NC1	50 feet
2. LR2, LR3, NC2	56 feet
3. MR, HR, NC3, C1, C2, SCM, IB, IC	60 feet
4. IG1, IG2	66 feet

b. If a block is split into more than one zone, the required right-of-way width is determined based on the requirement in Table A for Section 23.53.010 for the zone category with the most frontage. If the zone categories have equal frontage, the one with the wider requirement shall be used to determine the minimum right-of-way width.

3. Exceptions to required right-of-way widths. The Director, after consulting with the Director of Transportation, may reduce the required right-of-way width for a new street if its location in an environmentally critical area or buffer, disruption of existing drainage patterns, or the presence of natural features such as significant trees makes the required right-of-way width impractical or undesirable.

Section 74. Section 23.53.015 of the Seattle Municipal Code, last amended by Ordinance 125681, is amended as follows:

**23.53.015 Improvement requirements for existing streets in residential and commercial**

**zones**

\* \* \*

**D. Exceptions**

**1. Streets with existing curbs**

a. Streets with right-of-way greater than or equal to the minimum right-of-way width. If a street with existing curbs abuts a lot and the existing right-of-way is greater than or equal to the minimum width established in subsection 23.53.015.A.6, but the roadway width is less than the minimum established in the Right-of-Way Improvements Manual, the following requirements shall be met:

1) All structures on the lot shall be designed and built to accommodate the grade of the future street improvements.

2) A no-protest agreement to future street improvements is required, as authorized by chapter 35.43 RCW. The agreement shall be recorded with the King County Recorder.

3) Pedestrian access and circulation are required as specified in Section 23.53.006.

b. Streets with less than the minimum right-of-way width. If a street with existing curbs abuts a lot and the existing right-of-way is less than the minimum width established in subsection 23.53.015.A.6, the following requirements shall be met:

1) Setback requirement. A setback equal to half the difference between the current right-of-way width and the minimum right-of-way width established in subsection 23.53.015.A.6 is required; provided, however, that if a setback has been provided under this provision, other lots on the block shall provide the same setback. In all residential

zones except Highrise zones, an additional 3-foot setback is also required. The area of the setback may be used to meet any development standard, except that required parking may not be in the setback. Underground structures that would not prevent the future widening and improvement of the right-of-way may be permitted in the required setback by the Director after consulting with the Director of Transportation. Encroachments into this setback shall not be considered structural building overhangs, but the encroachment is limited to the standards set forth in Section 23.53.035.

2) Grading requirement. If a setback is required, all structures on the lot shall be designed and built to accommodate the grade of the future street, as specified in the Right-of-Way Improvements Manual.

3) No-protest agreement requirement. A no-protest agreement to future street improvements is required, as authorized by chapter 35.43 RCW. The agreement shall be recorded with the King County Recorder.

4) Pedestrian access and circulation are required as specified in Section 23.53.006.

## 2. Projects with reduced improvement requirements

a. One or two dwelling units. If no more than two new dwelling units are proposed to be constructed, or no more than two new ~~((single-family))~~ neighborhood residential zoned lots are proposed to be created, the following requirements shall be met:

1) If there is no existing hard-surfaced roadway, a crushed-rock roadway at least 16 feet in width is required, as specified in the Right-of-Way Improvements Manual.

2) All structures on the lot(s) shall be designed and built to

1 accommodate the grade of the future street improvements.

2 3) A no-protest agreement to future street improvements is  
3 required, as authorized by chapter 35.43 RCW. The agreement shall be recorded with the King  
4 County Recorder.

5 4) Pedestrian access and circulation are required as specified in  
6 Section 23.53.006.

7 b. Other projects with reduced requirements. The types of projects listed in this  
8 subsection 23.53.015.D.2.b are exempt from right-of-way dedication requirements and are  
9 subject to the street improvement requirements of this subsection 23.53.015.D.2.b, except as  
10 waived or modified pursuant to subsection 23.53.015.D.3:

11 1) Types of projects

12 a) Proposed developments that contain more than two but  
13 fewer than ten units in ((SF)) NR, RSL, and LR1 zones, or fewer than six residential units in all  
14 other zones, or proposed short plats in which no more than two additional lots are proposed to be  
15 created, except as provided in subsection 23.53.015.D.2.a;

16 b) The following uses if they are smaller than 750 square  
17 feet of gross floor area: major and minor vehicle repair uses, and multipurpose retail sales uses;

18 c) Non-residential structures that have less than 4,000  
19 square feet of gross floor area and that do not contain uses listed in subsection  
20 23.53.015.D.2.b.1.b that are larger than 750 square feet;

21 d) Structures containing a mix of residential uses and either  
22 nonresidential uses or live-work units, if there are fewer than ten units in ((SF)) NR, RSL, and  
23 LR1 zones, or fewer than six residential units in all other zones, and the square footage of

nonresidential use is less than specified in subsections 23.53.015.D.2.b.1.b and  
23.53.015.D.2.b.1.c;

e) Remodeling and use changes within existing structures;  
f) Additions to existing structures that are exempt from  
environmental review; and

g) Expansions of surface parking, outdoor storage, outdoor  
sales or outdoor display of rental equipment of less than 20 percent of the parking, storage, sales  
or display area or number of parking spaces.

2) Paving requirement. For the types of projects listed in  
subsection 23.53.015.D.2.b.1, the streets abutting the lot shall have a hard-surfaced roadway at  
least 18 feet wide. If there is not an 18-foot wide hard-surfaced roadway, the roadway shall be  
paved to a width of at least 20 feet from the lot to the nearest hard-surfaced street meeting this  
requirement, or 100 feet, whichever is less. Streets that form a dead end at the property to be  
developed shall be improved with a cul-de-sac or other vehicular turnaround as specified in the  
Right-of-Way Improvements Manual. As a Type 1 decision, the Director, after consulting with  
the Director of Transportation, shall determine whether the street has the potential for being  
extended or whether it forms a dead end because of topography or the layout of the street system.

3) Other requirements. The requirements of subsection  
23.53.015.D.1.b shall also be met.

3. Exceptions from required street improvements. As a Type 1 decision, the  
Director, in consultation with the Director of Transportation, may waive or modify the  
requirements for paving and drainage, dedication, setbacks, grading, no-protest agreements, and  
landscaping if one or more of the following conditions are met. The waiver or modification shall

1 provide the minimum relief necessary to accommodate site conditions while maximizing access  
2 and circulation.

3 a. Location in an environmentally critical area or buffer, disruption of  
4 existing drainage patterns, or removal of natural features such as significant trees or other  
5 valuable and character-defining mature vegetation makes widening or improving the right-of-  
6 way impractical or undesirable.

7 b. The existence of a bridge, viaduct, or structure such as a substantial  
8 retaining wall in proximity to the project site makes widening or improving the right-of-way  
9 impractical or undesirable.

10 c. Widening the right-of-way or improving the street would adversely  
11 affect the character of the street, as it is defined in an adopted neighborhood plan or adopted City  
12 plan for green streets, boulevards, or other special rights-of-way, or would otherwise conflict  
13 with the stated goals of such a plan.

14 d. Widening or improving the right-of-way would preclude vehicular  
15 access to an existing lot.

16 e. Widening or improving the right-of-way would make building on a lot  
17 infeasible by reducing it to dimensions where development standards cannot reasonably be met.

18 f. One or more substantial principal structures on the same side of the  
19 block as the proposed project are in the area needed for future expansion of the right-of-way and  
20 the structure(s)' condition and size make future widening of the remainder of the right-of-way  
21 unlikely.

22 g. Widening or improving the right-of-way is impractical because  
23 topography would preclude the use of the street for vehicular access to the lot, for example due

to an inability to meet the required 15 percent maximum driveway slope.

h. Widening or improving the right-of-way is not necessary because it is adequate for current and potential vehicular traffic, for example, due to the limited number of lots served by the development or because the development on the street is at zoned capacity.

Section 75. Section 23.53.030 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

**23.53.030 Alley improvements in all zones**

\* \* \*

**B. New alleys**

1. New alleys created through the platting process shall meet the requirements of Subtitle II of this Title 23.

2. The required right-of-way widths for new alleys shall be as shown on Table A for Section 23.53.030.

Table A for Section 23.53.030: Width of New Alley Rights-of-Way	
Zone Category	Right-of-Way Width
1. ((SF)) NR, LR1, NC1	12 feet
2. LR2, LR3, NC2	16 feet
3. MR, HR, NC3, C1, C2, SM and all Industrial and Downtown zones	20 feet

3. If an alley abuts lots in more than one zone category, the minimum alley width shall be determined based on the requirements in Table A for Section 23.53.030 for the zone category with the most frontage excluding Zone Category 1. If the zone categories have equal frontage, the one with the wider requirement shall be used to determine the minimum alley width.

**C. Definition of improved alley.** In certain zones, alley access is required if the alley is

improved. For the purpose of determining if access is required, the alley will be considered improved if it meets the standards of this subsection 23.53.030.C.

1. Right-of-way width

a. The minimum width for an alley to be considered to be improved shall be as shown on Table B for Section 23.53.030.

Table B for Section 23.53.030: Right-of-Way Width for Alleys Considered to be Improved

Zone Category	Right-of-Way Width
1. ((SF)) NR, LR1, LR2, LR3, NC1	10 feet
2. MR, HR, NC2	12 feet
3. NC3, C1, C2 and SM	16 feet

b. If an alley abuts lots in more than one zone category, the minimum alley width shall be determined based on the requirements in Table B for the zone category with the most frontage excluding Zone Category 1. If Zone Categories 2 and 3 have equal frontage, the minimum alley width shall be 16 feet.

2. Paving. To be considered improved, the alley shall be paved.

D. Minimum widths established.

1. The minimum required width for an existing alley right-of-way shall be as shown on Table C for Section 23.53.030.

Table C for Section 23.53.030:  
Required Minimum Right-of-Way Widths for Existing Alleys

Zone Category	Right-of-Way Width
1. ((SF)) NR and LR1	No minimum width
2. LR2, NC1	12 feet
3. LR3, MR, HR, NC2	16 feet
4. NC3, C1, C2, SM, all downtown zones	20 feet
5. All industrial zones	20 feet

2. If an alley abuts lots in more than one zone category, the minimum alley width



shall be determined based on the requirements in Table C for Section 23.53.030 for the zone category with the most frontage excluding Zone Category 1. If the zone categories have equal frontage, the one with the wider requirement shall be used to determine the minimum alley width.

\* \* \*

Section 76. Tables A, B, C and D for Section 23.54.015 of the Seattle Municipal Code, which section was last amended by Ordinance 126287, is amended as follows:

**23.54.015 Required parking and maximum parking limits**

\* \* \*

Table A for 23.54.015				
Required Parking for Non-residential Uses Other Than Institutions				
Use			Minimum parking required	
I. General Non-residential Uses (other than institutions)				
A.	AGRICULTURAL USES <sup>1</sup>			1 space for each 2,000 square feet
B.	COMMERCIAL USES			
	B.1.	Animal shelters and kennels		1 space for each 2,000 square feet
	B.2.	Eating and drinking establishments		1 space for each 250 square feet
	B.3.	Entertainment Uses, general, except as noted below <sup>2</sup>		For public assembly areas: 1 space for each 8 fixed seats, or 1 space for each 100 square feet of public assembly area not containing fixed seats
		B.3.a	Adult cabarets	1 space for each 250 square feet
		B.3.b	Sports and recreation uses	1 space for each 500 square feet
	B.4.	Food processing and craft work		1 space for each 2,000 square feet
	B.5.	Laboratories, research and development		1 space for each 1,500 square feet
	B.6.	Lodging uses		1 space for each 4 rooms; For bed and breakfast facilities in <del>((single-family))</del> <u>neighborhood residential</u> and multifamily zones, 1 space for each dwelling unit, plus 1 space for each 2 guest rooms
	B.7.	Medical services		1 space for each 500 square feet
	B.8.	Offices		1 space for each 1,000 square feet
	B.9.	Sales and services, automotive		1 space for each 2,000 square feet

	B.10.	Sales and services, general, except as noted below		1 space for each 500 square feet
		B.10.a.	Pet Daycare Centers <sup>3</sup>	1 space for each 10 animals or 1 space for each staff member, whichever is greater, plus 1 loading and unloading space for each 20 animals
	B.11.	Sales and services, heavy		1 space for each 2,000 square feet
	B.12.	Sales and services, marine		1 space for each 2,000 square feet
C.	HIGH IMPACT USES			1 space for each 2,000 square feet
D.	LIVE-WORK UNITS			0 spaces for units with 1,500 square feet or less; 1 space for each unit greater than 1,500 square feet; 1 space for each unit greater than 2,500 square feet, plus the parking that would be required for any nonresidential activity classified as a principal use
E.	MANUFACTURING USES			1 space for each 2,000 square feet
F.	STORAGE USES			1 space for each 2,000 square feet
G.	TRANSITIONAL ENCAMPMENT INTERIM USE			1 space for every vehicle used as shelter; plus 1 space for each 2 staff members on-site at peak staffing times
H.	TRANSPORTATION FACILITIES			
	H.1.	Cargo terminals		1 space for each 2,000 square feet
	H.2.	Parking and moorage		
		H.2.a.	Flexible-use parking	None
		H.2.b.	Towing services	None
		H.2.c.	Boat moorage	1 space for each 2 berths
		H.2.d.	Dry storage of boats	1 space for each 2,000 square feet
	H.3.	Passenger terminals		1 space for each 100 square feet of waiting area
	H.4.	Rail transit facilities		None
	H.5.	Transportation facilities, air		1 space for each 100 square feet of waiting area
	H.6.	Vehicle storage and maintenance uses		1 space for each 2,000 square feet
I.	UTILITIES			1 space for each 2,000 square feet
II. Non-residential Use Requirements for Specific Areas				
J.	Non-residential uses in urban centers or the Station Area Overlay District <sup>4</sup>			No minimum requirement
K.	Non-residential uses in urban villages that are not within an urban center or the Station Area Overlay			No minimum requirement

	District, if the non-residential use is located within a frequent transit service area. <sup>4</sup>	
L.	Non-residential uses permitted in MR and HR zones pursuant to Section 23.45.504.	No minimum requirement

Footnotes for Table A for 23.54.015

<sup>1</sup> No parking is required for urban farms or community gardens in residential zones.

<sup>2</sup> Required parking for spectator sports facilities or exhibition halls must be available when the facility or exhibition hall is in use. A facility shall be considered to be "in use" during the period beginning three hours before an event is scheduled to begin and ending one hour after a scheduled event is expected to end. For sports events of variable or uncertain duration, the expected event length shall be the average length of the events of the same type for which the most recent data are available, provided it is within the past five years. During an inaugural season, or for nonrecurring events, the best available good faith estimate of event duration will be used. A facility will not be deemed to be "in use" by virtue of the fact that administrative or maintenance personnel are present. The Director may reduce the required parking for any event when projected attendance for a spectator sports facility is certified to be 50 percent or less of the facility's seating capacity, to an amount not less than that required for the certified projected attendance, at the rate of one space for each ten fixed seats of certified projected attendance. An application for reduction and the certification shall be submitted to the Director at least 15 days prior to the event. When the event is one of a series of similar events, such certification may be submitted for the entire series 15 days prior to the first event in the series. If the Director finds that a certification of projected attendance of 50 percent or less of the seating capacity is based on satisfactory evidence such as past attendance at similar events or advance ticket sales, the Director shall, within 15 days of such submittal, notify the facility operator that a reduced parking requirement has been approved, with any conditions deemed appropriate by the Director to ensure adequacy of parking if expected attendance should change. The parking requirement reduction may be applied for only if the goals of the facility's Transportation Management Plan are otherwise being met. The Director may revoke or modify a parking requirement reduction approval during a series, if projected attendance is exceeded.

<sup>3</sup> The amount of required parking is calculated based on the maximum number of staff or animals the center is designed to accommodate.

<sup>4</sup> The general minimum requirements of Part I of Table A for 23.54.015 are superseded to the extent that a use, structure, or development qualifies for either a greater or a lesser minimum parking requirement (which may include no requirement) under any other provision. To the extent that a non-residential use fits within more than one line in Table A for 23.54.015, the least of the applicable minimum parking requirements applies. The different parking requirements listed for certain categories of non-residential uses shall not be construed to create separate uses for purposes of any requirements related to establishing or changing a use under this Title 23.

1

Table B for 23.54.015		
Required parking for residential uses		
Use		Minimum parking required
I. General residential uses		
A.	Adult family homes	1 space for each dwelling unit

B.	Artist's studio/dwellings	1 space for each dwelling unit
C.	Assisted living facilities	1 space for each 4 assisted living units; plus 1 space for each 2 staff members on-site at peak staffing time; plus 1 barrier-free passenger loading and unloading space
D.	Caretaker's quarters	1 space for each dwelling unit
E.	Congregate residences	1 space for each 4 sleeping rooms
F.	Cottage housing developments	1 space for each dwelling unit
G.	Floating homes	1 space for each dwelling unit
H.	Mobile home parks	1 space for each mobile home lot as defined in Chapter 22.904
I.	Multifamily residential uses, except as otherwise provided in this Table B for 23.54.015 <sup>1</sup>	1 space per dwelling unit, or 1 space for each 2 small efficiency dwelling units
J.	Nursing homes <sup>2</sup>	1 space for each 2 staff doctors; plus 1 additional space for each 3 employees; plus 1 space for each 6 beds
K.	Single-family dwelling units <sup>3</sup>	1 space for each dwelling unit
II. Residential use requirements for specific areas		
L.	All residential uses within urban centers or within the Station Area Overlay District <sup>1</sup>	No minimum requirement
M.	All residential uses in commercial, RSL and multifamily zones within urban villages that are not within urban center or the Station Area Overlay District, if the residential use is located within a frequent transit service area <sup>1, 4</sup>	No minimum requirement
N.	Multifamily residential uses within the University of Washington parking impact area shown on Map A for 23.54.015 <sup>1</sup>	1 space per dwelling unit for dwelling units with fewer than 2 bedrooms; plus 1.5 spaces per dwelling units with 2 or more bedrooms; plus 0.25 spaces per bedroom for dwelling units with 3 or more bedrooms
O.	Multifamily dwelling units, within the Alki area shown on Map B for 23.54.015 <sup>1</sup>	1.5 spaces for each dwelling unit
III. Multifamily residential use requirements with rent and income criteria		
P.	For each dwelling unit rent and income-restricted at or below 80 percent of the median income <sup>1, 5</sup>	No minimum requirement
Footnotes to Table B for 23.54.015		
<sup>1</sup> The minimum amount of parking prescribed by Part I of Table B for 23.54.015 does not apply if a use, structure, or development qualifies for a greater or a lesser amount of minimum		

parking, including no parking, under any other provision of this Section 23.54.015. If more than one such provision may apply, the provision requiring the least amount of minimum parking applies, except that if item O in Part II of Table B for 23.54.015 applies, it shall supersede any other applicable requirement in Part I or Part II of this Table B for 23.54.015. The minimum amount of parking prescribed by Part III of Table B for 23.54.015 applies to individual units within a use, structure, or development instead of any requirements in Parts I or II of Table B for 23.54.015.

<sup>2</sup> For development within ((single family)) neighborhood residential zones the Director may waive some or all of the minimum parking requirements according to Section 23.44.015 as a special or reasonable accommodation. In other zones, if the applicant can demonstrate that less parking is needed to provide a special or reasonable accommodation, the Director may reduce the requirement. The Director shall specify the minimum parking required and link the parking reduction to the features of the program that allow such reduction. The parking reductions are effective only as long as the conditions that justify the waiver are present. When the conditions are no longer present, the development shall provide the amount of minimum parking that otherwise is required.

<sup>3</sup> No parking is required for single-family residential uses on lots in any residential zone that are less than 3,000 square feet in size or less than 30 feet in width where access to parking is permitted through a required yard or setback abutting a street according to the standards of subsections 23.44.016.B.2, 23.45.536.C.2, or 23.45.536.C.3.

<sup>4</sup> Except as provided in Part III of Table B for 23.54.015, the minimum amounts of parking prescribed by Part 1 of Table B for 23.54.015 apply within 1,320 feet of the Fauntleroy Ferry Terminal.

<sup>5</sup> Dwelling units qualifying for parking reductions according to Part III of Table B for 23.54.015 shall be subject to a recorded restrictive housing covenant or recorded regulatory agreement that includes rent and income restrictions at or below 80 percent of median income, without a minimum household income requirement. The housing covenant or regulatory agreement including rent and income restrictions qualifying the development for parking reductions according to Part III of Table B for 23.54.015 shall be for a term of at least 15 years from the date of issuance of the certificate of occupancy and shall be recorded with the King County Recorder, signed and acknowledged by the owner(s), in a form prescribed by the Director of Housing. If these provisions are applied to a development for housing for persons 55 or more years of age, such housing shall have qualified for exemptions from prohibitions against discrimination against families with children and against age discrimination under all applicable fair housing laws and ordinances.

\* \* \*

**Table C for 23.54.015**  
**Required Parking for Public Uses and Institutions**

Use		Minimum parking required
<b>I. General Public Uses and Institutions</b>		
A.	Adult care centers <sup>1, 2</sup>	1 space for each 10 adults (clients) or 1 space for each staff member, whichever is

		greater; plus 1 loading and unloading space for each 20 adults (clients)
B.	Child care centers <sup>1, 2, 3</sup>	1 space for each 10 children or 1 space for each staff member, whichever is greater; plus 1 loading and unloading space for each 20 children
C.	Colleges	A number of spaces equal to 15 percent of the maximum number of students that the facility is designed to accommodate; plus 30 percent of the number of employees the facility is designed to accommodate; plus 1 space for each 100 square feet of spectator assembly area in outdoor spectator sports facilities
D.	Community centers owned and operated by the Seattle Department of Parks and Recreation (SPR) <sup>1, 4</sup>	1 space for each 555 square feet; or for family support centers, 1 space for each 100 square feet
E.	Community clubs, and community centers not owned and operated by SPR <sup>1, 5</sup>	1 space for each 80 square feet of floor area of all auditoria and public assembly rooms not containing fixed seats; plus 1 space for every 8 fixed seats for floor area containing fixed seats; or if no auditorium or assembly room, 1 space for each 350 square feet, excluding ball courts
F.	Hospitals	1 space for each 2 staff doctors; plus 1 additional space for each 5 employees other than staff doctors; plus 1 space for each 6 beds
G.	Institutes for advanced study, except in (( <del>single-family</del> )) <u>neighborhood residential</u> zones	1 space for each 1,000 square feet of offices and similar spaces; plus 1 space for each 10 fixed seats in all auditoria and public assembly rooms; or 1 space for each 100 square feet of public assembly area not containing fixed seats
H.	Institutes for advanced study in (( <del>single-family</del> )) <u>neighborhood residential</u> zones (existing) <sup>1</sup>	3.5 spaces for each 1,000 square feet of office space; plus 10 spaces for each 1,000 square feet of additional building footprint to house and support conference center activities; or 37 spaces for each 1,000 square feet of conference room space, whichever is greater
I.	Libraries <sup>1, 6</sup>	1 space for each 80 square feet of floor area of all auditoria and public meeting rooms; plus 1 space for each 500 square feet of floor area, excluding auditoria and public meeting rooms

J.	Museums <sup>1</sup>	1 space for each 80 square feet of all auditoria and public assembly rooms, not containing fixed seats; plus 1 space for every 10 fixed seats for floor area containing fixed seats; plus 1 space for each 250 square feet of other gross floor area open to the public
K.	Private clubs	1 space for each 80 square feet of floor area of all auditoria and public assembly rooms not containing fixed seats; or 1 space for every 8 fixed seats for floor area containing fixed seats; or if no auditorium or assembly room, 1 space for each 350 square feet, excluding ball courts
L.	Religious facilities <sup>1</sup>	1 space for each 80 square feet of all auditoria and public assembly rooms
M.	Schools, private elementary and secondary <sup>1</sup>	1 space for each 80 square feet of all auditoria and public assembly rooms, or if no auditorium or assembly room, 1 space for each staff member
N.	Schools, public elementary and secondary <sup>7,8</sup>	1 space for each 80 square feet of all auditoria or public assembly rooms, or 1 space for every 8 fixed seats in auditoria or public assembly rooms containing fixed seats, for new public schools on a new or existing public school site
O.	Vocational or fine arts schools	1 space for each 2 faculty that the facility is designed to accommodate; plus 1 space for each 2 full-time employees other than faculty that the facility is designed to accommodate; plus 1 space for each 5 students, based on the maximum number of students that the school is designed to accommodate
<b>II. General Public Uses and Institutions for Specific Areas</b>		
P.	General public uses, institutions and Major Institution uses, except hospitals, in urban centers or the Station Area Overlay District <sup>9</sup>	No minimum requirement
Q.	General public uses and institutions, except hospitals, including institutes for advanced study in <del>((single-family))</del> neighborhood residential zones, within urban villages that are not within the Station Area Overlay District, if the use is located within a frequent transit service area	No minimum requirement

Footnotes for Table C for 23.54.015

<sup>1</sup> When this use is permitted in a ((~~single-family~~)) neighborhood residential zone as a conditional use, the Director may modify the parking requirements pursuant to Section 23.44.022; when the use is permitted in a multifamily zone as a conditional use, the Director may modify the parking requirements pursuant to Section 23.45.570. The Director, in consultation with the Director of the Seattle Department of Transportation, may allow adult care and child care centers locating in existing structures to provide loading and unloading spaces on-street, if not prevented by current or planned transportation projects adjacent to their property, when no other alternative exists.

<sup>2</sup> The amount of required parking is calculated based on the maximum number of staff, children, or clients that the center is designed to accommodate on site at any one time.

<sup>3</sup> A child care facility, when co-located with an assisted living facility, may count the passenger load/unload space required for the assisted living facility toward its required passenger load/unload spaces.

<sup>4</sup> When family support centers are located within community centers owned and operated by the Department of Parks and Recreation, the Director may lower the combined parking requirement by up to a maximum of 15 percent, pursuant to subsection 23.54.020.I.

<sup>5</sup> Indoor gymnasiums are not considered ball courts, nor are they considered auditoria or public assembly rooms unless they contain bleachers (fixed seats). If the gymnasium contains bleachers, the parking requirement for the gymnasium is one parking space for every eight fixed seats. Each 20 inches of width of bleachers is counted as one fixed seat for the purposes of determining parking requirements. If the gymnasium does not contain bleachers and is in a school, there is no parking requirement for the gymnasium. If the gymnasium does not contain bleachers and is in a community center, the parking requirement is one space for each 350 square feet.

<sup>6</sup> When a library is permitted in a ((~~single-family~~)) neighborhood residential zone as a conditional use, the Director may modify the parking requirements pursuant to Section 23.44.022; when a library is permitted in a multifamily zone as a conditional use, the Director may modify the parking requirements pursuant to Section 23.45.122; and when a library is permitted in a commercial zone, the Director may modify the parking requirements pursuant to subsection 23.44.022.L.

<sup>7</sup> For public schools, when an auditorium or other place of assembly is demolished and a new one built in its place, parking requirements are determined based on the new construction. When an existing public school on an existing public school site is remodeled, additional parking is required if any auditorium or other place of assembly is expanded or additional fixed seats are added. Additional parking is required as shown on Table C for 23.54.015 for the increase in floor area or increase in number of seats only. If the parking requirement for the increased area or seating is 10 percent or less than that for the existing auditorium or other place of assembly, then no additional parking is required.

<sup>8</sup> Development standard departures may be granted or required pursuant to the procedures and criteria set forth in Chapter 23.79 to reduce the required or permitted number of parking spaces.

<sup>9</sup> The general requirements of lines A through O of Table C for 23.54.015 for general public uses and institutions, and requirements of subsection 23.54.016.B for Major Institution uses, are superseded to the extent that a use, structure, or development qualifies for either a greater or a lesser parking requirement (which may include no requirement) under any other



provision. To the extent that a general public use, institution, or Major Institution use fits within more than one line in Table C for 23.54.015, the least of the applicable parking requirements applies. The different parking requirements listed for certain categories of general public uses or institutions shall not be construed to create separate uses for purposes of any requirements related to establishing or changing a use under this Title 23.

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Table D for 23.54.015 Parking for bicycles <sup>1</sup>				
Use			Bike parking requirements	
			Long-term	Short-term
A. COMMERCIAL USES				
A.1.	Eating and drinking establishments		1 per 5,000 square feet	1 per 1,000 square feet
A.2.	Entertainment uses other than theaters and spectator sports facilities		1 per 10,000 square feet	Equivalent to 5 percent of maximum building capacity rating
	A.2.a	Theaters and spectator sports facilities	1 per 10,000 square feet	Equivalent to 8 percent of maximum building capacity rating <sup>2</sup>
A.3.	Lodging uses		3 per 40 rentable rooms	1 per 20 rentable rooms plus 1 per 4,000 square feet of conference and meeting rooms
A.4.	Medical services		1 per 4,000 square feet	1 per 2,000 square feet
A.5.	Offices and laboratories, research and development		1 per 2,000 square feet	1 per 10,000 square feet
A.6.	Sales and services, general		1 per 4,000 square feet	1 per 2,000 square feet
A.7.	Sales and services, heavy		1 per 4,000 square feet	1 per 10,000 square feet of occupied floor area; 2 spaces minimum
B. INSTITUTIONS				
B.1.	Institutions not listed below		1 per 4,000 square feet	1 per 10,000 square feet
B.2.	Child care centers		1 per 4,000 square feet	1 per 20 children. 2 spaces minimum
B.3.	Colleges		1 per 5,000 square feet	1 per 2,500 square feet
B.4.	Community clubs or centers		1 per 4,000 square feet	1 per 1,000 square feet
B.5.	Hospitals		1 per 4,000 square feet	1 per 10,000 square feet
B.6.	Libraries		1 per 4,000 square feet	1 per 2,000 square feet
B.7.	Museums		1 per 4,000 square feet	1 per 2,000 square feet
B.8.	Religious facilities		1 per 4,000 square feet	1 per 2,000 square feet
B.9.	Schools, primary and secondary		3 per classroom	1 per classroom
B.10.	Vocational or fine arts schools		1 per 5,000 square feet	1 per 2,500 square feet

C. MANUFACTURING USES		1 per 4,000 square feet	1 per 20,000 square feet
D. RESIDENTIAL USES <sup>3</sup>			
D.1.	Congregate residences <sup>4</sup>	1 per sleeping room	1 per 20 sleeping rooms. 2 spaces minimum
D.2.	Multi-family structures <sup>4, 5</sup>	1 per dwelling unit	1 per 20 dwelling units
D.3.	Single-family residences	None	None
D.4.	Permanent supportive housing	None	None
E. TRANSPORTATION FACILITIES			
E.1.	Park and ride facilities on surface parking lots	At least 20 <sup>6</sup>	At least 10
E.2.	Park and ride facilities in parking garages	At least 20 if parking is the principal use of a property; zero if non-parking uses are the principal use of a property	At least 10 if parking is the principal use of a property; zero if non-parking uses are the principal use of a property
E.3.	Flexible-use parking garages and flexible-use parking surface lots	1 per 20 auto spaces	None
E.4.	Rail transit facilities and passenger terminals	Spaces for 5% of projected AM peak period daily ridership <sup>6</sup>	Spaces for 2% of projected AM peak period daily ridership

Footnotes to Table D for 23.54.015:

<sup>1</sup> Required bicycle parking includes long-term and short-term amounts shown in this table.

<sup>2</sup> The Director may reduce short-term bicycle parking requirements for theaters and spectator sport facilities that provide bicycle valet services authorized through a Transportation Management Program. A bicycle valet service is a service that allows bicycles to be temporarily stored in a secure area, such as a monitored bicycle corral.

<sup>3</sup> For residential uses, after the first 50 spaces for bicycles are provided, additional spaces are required at three-quarters the ratio shown in this Table D for 23.54.015.

<sup>4</sup> For congregate residences or multifamily structures that are owned and operated by a not-for-profit entity serving seniors or persons with disabilities, or that are licensed by the State and provide supportive services for seniors or persons with disabilities, as a Type I decision, the Director shall have the discretion to reduce the amount of required bicycle parking to as few as zero if it can be demonstrated that residents are less likely to travel by bicycle.

<sup>5</sup> For each dwelling rent and income-restricted at 30 percent of median income and below, there is no minimum required long-term bicycle parking requirement. For each dwelling rent and income-restricted at 60 percent to 31 percent of the median income, long-term bicycle parking requirements may be wholly or partially waived by the Director as a Type I decision if the waiver would result in additional rent and income restricted units meeting the requirements of this footnote to Table D for 23.54.015 and when a reasonable alternative such as, in-unit vertical bicycle storage space is provided. The Directors of the Seattle Department of Construction and Inspections and Seattle Department of Transportation are authorized to promulgate a joint Directors' Rule defining reasonable alternatives for long-term bicycle parking that meets the standards of this footnote to Table D for 23.54.015. Dwelling units qualifying for this provision shall be subject to a housing covenant, regulatory agreement, or

other legal instrument recorded on the property title and enforceable by The City of Seattle or other similar entity, which restricts residential unit occupancy to households at or below 60 percent of median income, without a minimum household income requirement. The housing covenant or regulatory agreement including rent and income restrictions shall be for a term of at least 40 years from the date of issuance of the certificate of occupancy and shall be recorded with the King County Recorder, signed and acknowledged by the owner(s), in a form prescribed by the Director of Housing or the Washington State Housing Finance Commission. If these provisions are applied to a development for housing for persons 55 or more years of age, such housing shall have qualified for exemptions from prohibitions against discrimination against families with children and against age discrimination under all applicable fair housing laws and ordinances.

<sup>6</sup> The Director, in consultation with the Director of the Seattle Department of Transportation, may require more bicycle parking spaces based on the following factors: Area topography; pattern and volume of expected bicycle users; nearby residential and employment density; proximity to the Urban Trails system and other existing and planned bicycle facilities; projected transit ridership and expected access to transit by bicycle; and other relevant transportation and land use information.

Section 77. Section 23.54.020 of the Seattle Municipal Code, last amended by Ordinance 125558, is amended as follows:

**23.54.020 Parking quantity exceptions**

The motor vehicle parking quantity exceptions set forth in this Section 23.54.020 apply in all zones except downtown zones, which are regulated by Section 23.49.019, and Major Institution zones, which are regulated by Section 23.54.016.

\* \* \*

K. Peat Settlement-prone Environmentally Critical Areas. Except in ((~~Single-family, Residential Small Lot,~~)) Neighborhood Residential and Lowrise zones, the Director may reduce or waive the minimum accessory off-street parking requirements to the minimum extent necessary to offset underground parking potential lost to limitations set forth in Section 25.09.110 on development below the annual high static groundwater level in peat settlement-prone areas. In making any such reduction or waiver, the Director will assess area parking needs. The Director may require a survey of on- and off-street parking availability. The Director may

1 take into account the level of transit service in the immediate area; the probable relative  
2 importance of walk-in traffic; proposals by the applicant to encourage carpooling or transit use  
3 by employees; hours of operation; and any other factor or factors considered relevant in  
4 determining parking impact.

5 \* \* \*

6 Section 78. Section 23.55.012 of the Seattle Municipal Code, last amended by Ordinance  
7 121477, is amended as follows:

8 **23.55.012 Temporary signs permitted in all zones.**

9 A. Real estate "for sale," "for rent" and "open house" temporary signs, temporary signs  
10 identifying the architect, engineer or contractor for work currently under construction, and  
11 temporary noncommercial messages displayed on fabric signs, flags or rigid signs shall be  
12 permitted in all zones at all times, provided they are not painted with light-reflecting paint or  
13 illuminated. The total area for these types of temporary signs in the aggregate shall not exceed  
14 eight (8) square feet per building lot in ((single-family)) neighborhood residential zones, and  
15 twenty-four (24) square feet per building lot in all other zones, except as follows: the total area  
16 allowed for noncommercial messages may increase to a maximum of eight (8) square feet per  
17 dwelling unit for use by the occupant of that dwelling unit; and in buildings where there are eight  
18 (8) dwelling units or more, a real estate banner not exceeding thirty-six (36) square feet may be  
19 permitted for one (1) nine (9) month period starting from the date of the issuance of the  
20 certificate of occupancy.

21 \* \* \*

22 Section 79. Section 23.55.015 of the Seattle Municipal Code, last amended by Ordinance  
23 125272, is amended as follows:

**23.55.015 Sign kiosks and community bulletin boards**

A. Sign Kiosks. Sign kiosks are permitted in all zones, except ~~((single-family))~~ neighborhood residential zones and multifamily residential zones, provided that a sign kiosk may abut a park or playground at least one acre in size, or publicly owned community center in all zones. Sign kiosks are not permitted within fifty (50) feet of a ~~((single-family))~~ neighborhood residential zone or multifamily residential zone.

\* \* \*

Section 80. Section 23.55.020 of the Seattle Municipal Code, last amended by Ordinance 125272, is amended as follows:

**23.55.020 Signs in ~~((single-family))~~ neighborhood residential zones**

- A. Signs shall be stationary and shall not rotate.
- B. No flashing, changing-image or message board signs shall be permitted.
- C. No roof signs shall be permitted.
- D. The following signs are permitted in all ~~((single-family))~~ neighborhood residential zones:
1. Electric, externally illuminated or nonilluminated signs bearing the name of the occupant of a dwelling unit, not exceeding 64 square inches in area;
  2. Memorial signs or tables, and the name of buildings and dates of building erection if cut into a masonry surface or constructed of bronze or other noncombustible materials;
  3. Signs for public facilities indicating danger and/or providing service or safety information;
  4. National, state, and institutional flags;

5. For any nonresidential use allowed in the zone except for elementary or secondary schools, one electric or nonilluminated double-faced identifying wall or ground sign not to exceed 15 square feet of area per sign face on each street frontage;

6. On-premises directional signs not exceeding 8 square feet in area. One such sign is permitted for each entrance or exit to a surface parking area or parking garage;

7. For elementary or secondary schools, one electric or nonilluminated double-faced identifying sign, not to exceed 30 square feet of area per sign face on each street frontage, provided that the signs shall be located and landscaped so that light and glare impacts on surrounding properties are reduced, and so that any illumination is controlled by a timer set to turn off by 10 p.m.

8. One nonilluminated sign bearing the name of a home occupation not exceeding 64 square inches in area.

\* \* \*

Section 81. Section 23.57.005 of the Seattle Municipal Code, last amended by Ordinance 124172, is amended as follows:

**23.57.005 Permitted and prohibited locations**

A. (~~Single Family, Residential Small Lot~~) Neighborhood Residential, Lowrise, Midrise, Highrise, Neighborhood Commercial 1, 2 and 3, and Seattle Mixed zones

1. New major communication utilities are prohibited.
2. Physical expansion of existing major communication utilities may be permitted by Council Conditional Use under the criteria listed in Section 23.57.006 and according to development standards in Section 23.57.008.
3. The following activities are permitted outright for existing communication

1 utilities and accessory communication devices: structural alteration to meet safety requirements,  
2 replacement on-site, maintenance, renovation, or repair. The addition of new accessory  
3 communication devices or new minor communication utilities to an existing tower is permitted  
4 outright, except as follows: No more than a total of 15 horn and dish antennas that are over 4 feet  
5 in any dimension may be located on an existing tower, unless the applicant submits copies of  
6 Federal Communications Commission licenses, as provided in subsection 23.57.008.G, showing  
7 that all of the existing 15 horn and dish antennas over 4 feet in any dimension, plus any proposed  
8 additional such horn or dish antennas, are accessory to the communication utility.

9 \* \* \*

10 Section 82. Section 23.57.008 of the Seattle Municipal Code, last amended by Ordinance  
11 124952, is amended as follows:

12 **23.57.008 Development standards**

13 A. In ((~~Single Family, Residential Small Lot~~)) Neighborhood Residential, Lowrise,  
14 Midrise, Highrise, Neighborhood Commercial, and Seattle Mixed zones, physical expansion of a  
15 major communication utility may be permitted only when:

16 1. The expanded facility will be a shared-use utility, and another broadcaster has  
17 contracted to relocate its transmitter to the expanded facility; and

18 2. A different existing tower of similar size in the immediate vicinity will be  
19 removed within six months of issuance of the certificate of occupancy.

20 \* \* \*

21 Section 83. Section 23.57.009 of the Seattle Municipal Code, last amended by Ordinance  
22 120928, is amended as follows:

23 **23.57.009 Permitted and prohibited locations for all minor communication utilities, and**

1 **development standards for minor communication utilities with freestanding transmission**  
2 **towers in all zones.**

3 \* \* \*

4 B. Interior Locations. Minor communication utilities located entirely within the interior  
5 of a structure shall be permitted outright on lots developed with non-single family principal uses  
6 in ~~((single family))~~ neighborhood residential zones, and on all lots in all other zones. The  
7 installation of the utility shall not result in the removal of a dwelling unit in a residential zone.

8 \* \* \*

9 Section 84. Section 23.57.010 of the Seattle Municipal Code, last amended by Ordinance  
10 123649, is amended as follows:

11 **23.57.010 ~~((Single Family and Residential Small Lot))~~ Neighborhood Residential zones**

12 \* \* \*

13 C. Uses Permitted by Administrative Conditional Use.

14 1. The following may be permitted by Administrative Conditional Use, pursuant  
15 to criteria listed in subsection 23.57.010.C.2, as applicable:

16 a. The establishment or expansion of a minor communication utility,  
17 unless the minor communication utility is permitted outright on an existing freestanding major or  
18 minor communication tower, except on lots zoned ~~((single family or Residential Small Lot))~~  
19 neighborhood residential and containing a single family dwelling or no use.

20 b. Mechanical equipment associated with minor communication utilities  
21 whose antennas are located on another site or in the right-of-way, where the equipment is  
22 completely enclosed within a structure that meets the development standards of the zone. The  
23 equipment shall not emit radiofrequency radiation, and shall not result in the loss of a dwelling



unit. Antennas attached to City-owned poles in the right-of-way shall follow the terms and conditions contained in Section 15.32.300.

2. Administrative Conditional Use Criteria.

a. The proposal shall not be significantly detrimental to the residential character of the surrounding residentially zoned area, and the facility and the location proposed shall be the least intrusive facility at the least intrusive location consistent with effectively providing service. In considering detrimental impacts and the degree of intrusiveness, the impacts considered shall include but not be limited to visual, noise, compatibility with uses allowed in the zone, traffic, and the displacement of residential dwelling units.

b. The visual impacts that are addressed in Section 23.57.016 shall be mitigated to the greatest extent practicable.

c. Within a Major Institution Overlay District, a Major Institution may locate a minor communication utility or an accessory communication device, either of which may be larger than permitted by the underlying zone, when:

1) The antenna is at least 100 feet from a Major Institution Overlay District boundary, and

2) The antenna is substantially screened from the surrounding neighborhood's view.

d. If the proposed minor communication utility is proposed to exceed the permitted height of the zone, the applicant shall demonstrate the following:

1) The requested height is the minimum necessary for the effective functioning of the minor communication utility, and

2) Construction of a network of minor communication utilities that

consists of a greater number of smaller less obtrusive utilities is not technically feasible.

e. If the proposed minor communication utility is proposed to be a new freestanding transmission tower, the applicant shall demonstrate that it is not technically feasible for the proposed facility to be on another existing transmission tower or on an existing building in a manner that meets the applicable development standards. The location of a facility on a building on an alternative site or sites, including construction of a network that consists of a greater number of smaller less obtrusive utilities, shall be considered.

f. If the proposed minor communication utility is for a personal wireless facility and it would be the third separate utility, or any subsequent separate utility after the third utility, on the same lot, the applicant shall demonstrate that it meets the criteria contained in subsection 23.57.009.A, except for minor communication utilities located on a freestanding water tower or similar facility.

\* \* \*

Section 85. Section 23.58C.050 of the Seattle Municipal Code, last amended by Ordinance 125835, is amended as follows:

**23.58C.050 Affordable housing—performance option**

\* \* \*

C. Performance requirements. Units provided to comply with this Chapter 23.58C through the performance option shall meet the following requirements:

1. Distribution. Units provided through the performance option shall be generally distributed throughout each structure in the development containing units.

2. Comparability Units provided through the performance option shall be comparable to the other units to be developed in terms of the following:

- 1                                   a. Status as a dwelling unit, live-work unit, or congregate residence
- 2 sleeping room;
- 3                                   b. Number and size of bedrooms and bathrooms;
- 4                                   c. Net unit area measured by square feet;
- 5                                   d. Access to amenity areas;
- 6                                   e. Functionality; and
- 7                                   f. Term of the lease.
- 8                           3. Eligible households. Units provided through the performance option shall serve
- 9 only:
- 10                           a. At initial occupancy by a household:
  - 11                                   1) For a rental unit with net unit area of 400 square feet or less,
  - 12 households with incomes no greater than 40 percent of median income;
  - 13                                   2) For a rental unit with net unit area of greater than 400 square
  - 14 feet, households with incomes no greater than 60 percent of median income;
  - 15                                   3) For an ownership unit, households with incomes no greater than
  - 16 80 percent of median income, and that meet a reasonable limit on assets. The Director of
  - 17 Housing shall establish by rule the method to establish a reasonable limit on assets.
- 18                           b. At the time of annual certification according to subsection
- 19 23.58C.050.C.6.c:
  - 20                                   1) For a rental unit with net unit area of 400 square feet or less,
  - 21 households with incomes no greater than 60 percent of median income;
  - 22                                   2) For a rental unit with net unit area of greater than 400 square
  - 23 feet, households with incomes no greater than 80 percent of median income.

1                   4. Affirmative marketing. Units provided through the performance option shall be  
2 affirmatively marketed to attract eligible households from all racial, ethnic, and gender groups in  
3 the housing market area of the property, particularly to inform and solicit applications from  
4 households who are otherwise unlikely to apply for housing in the development. Proposed  
5 marketing efforts shall be submitted to the Office of Housing for review and approval. Records  
6 documenting affirmative marketing efforts shall be maintained and submitted to the Office of  
7 Housing upon request.

8                   5. Public subsidy. If any public subsidy, including the Multifamily Housing  
9 Property Tax Exemption authorized by Chapter 5.73 and chapter 84.14 RCW, is used for a  
10 development containing units provided through the performance option on the same lot as the  
11 development required to comply with this Chapter 23.58C, and the public subsidy operates  
12 through subjecting some of the units in the development to restrictions on the income levels of  
13 occupants and the rents or sale prices that may be charged, the units provided to comply with this  
14 Chapter 23.58C shall be different units than the units that are subject to such restrictions as a  
15 condition of the public subsidy.

16                   6. Additional requirements for rental units provided through the performance  
17 option

18                   a. Rent levels. Monthly rent shall not exceed 30 percent of 60 percent of  
19 median income or, in the case of rental units with net unit area of 400 square feet or less, 30  
20 percent of 40 percent of median income. For purposes of this subsection 23.58C.050.C.6.a,  
21 "monthly rent" includes a utility allowance for heat, gas, electricity, water, sewer, and refuse  
22 collection, to the extent such items are not paid for tenants by the owner, and any recurring fees  
23 that are required as a condition of tenancy.

1                               b. Limitation on charges. Fees charged to eligible households upon move-  
2 in or transfer within the development shall be limited to a reasonable level to be established by  
3 the Director of Housing by rule. No tenant of a rental unit may be charged fees for income  
4 verifications or reporting requirements related to this Chapter 23.58C.

5                               c. Annual certification, third party verification

6                                       1) The owner of the rental unit shall obtain from each tenant, no  
7 less than annually, a certification of household size and annual income in a form acceptable to  
8 the City. The owner shall examine the income of each tenant household in accordance with 24  
9 CFR 5.609, with guidance from the HUD Occupancy Handbook 4350.3, Chapter 5. The owner  
10 also shall examine the income and household size of any tenant at any time when there is  
11 evidence that the tenant's written statement was not complete or accurate. If so requested by the  
12 City, the owner shall obtain such certifications and/or examine incomes and household sizes at  
13 any other times upon reasonable advance notice from the City. The owner shall maintain all  
14 certifications and documentation obtained according to this subsection 23.58C.050.C.6.c.1 on  
15 file for at least six years after they are obtained, and shall make them available to the City for  
16 inspection and copying promptly upon request.

17                                       2) Owners of rental units shall attempt to obtain third party  
18 verification whenever possible to substantiate income at each certification, which shall include  
19 contacting the individual income source(s) supplied by the household. The verification  
20 documents shall be supplied directly to the independent source by the owner and returned  
21 directly to the owner from the independent source. In the event that the independent source does  
22 not respond to the owner's faxed, mailed, or emailed request for information, the owner may  
23 pursue oral third party verification. If written or oral third party documentation is not available,

1 the owner may accept original documents (pay stubs, W-2, etc.) at the discretion of the Director  
2 of Housing and shall document why third party verification was not available. At the discretion  
3 of the Director of Housing, the owner may accept tenant self-certifications after the initial  
4 income verification and first annual recertification.

5 d. Reporting. At such times as may be authorized by the Director of  
6 Housing, but no less than annually, the owner of the rental unit shall submit to the Director of  
7 Housing a written report, verified upon oath or affirmation by the owner, demonstrating  
8 compliance with this Chapter 23.58C. The written report shall state, at a minimum, the  
9 occupancy and vacancy of each rental unit, the monthly rent charged for the unit, and the income  
10 and size of the household occupying the unit. The Director of Housing may require other  
11 documentation to ensure compliance with this subsection 23.58C.050.C, including but not  
12 limited to documentation of rents, copies of tenant certifications, documentation supporting  
13 determinations of tenant income (including employer's verification or check stubs), and other  
14 documentation necessary to track program outcomes and the demographics of households  
15 served. The first annual report shall include documentation of issuance of the certificate of  
16 occupancy or final building permit inspection for the rental unit. The Director of Housing is  
17 authorized to assess a late fee of \$50 per day, to accrue starting 14 days from the date the Office  
18 of Housing notifies the owner of the rental unit that the report is overdue, until the report is  
19 submitted.

20 e. Annual fee. The owner of the rental unit shall pay the Office of Housing  
21 an annual fee of \$150 per rental unit for the purposes of monitoring compliance with the  
22 requirements according to this Section 23.58C.050. On March 1, 2017, and on the same day each  
23 year thereafter, the annual fee shall automatically adjust in proportion to the annual change for

1 the previous calendar year (January 1 through December 31) in the Consumer Price Index, All  
2 Urban Consumers, Seattle-Tacoma-Bellevue, WA, All Items (1982-1984 = 100), as determined  
3 by the U.S. Department of Labor, Bureau of Labor Statistics or successor index.

4 f. Over-income households; unit substitution. If, based on any  
5 certification, a previously eligible household occupying a rental unit provided through the  
6 performance option is determined to be ineligible due to exceeding the income limits according  
7 to subsection 23.58C.050.C.3.b, the owner of the development to which this Chapter 23.58C  
8 applies shall, through the process according to subsection 23.58C.030.A.6, designate a  
9 comparable substitute rental unit within the development, as approved by the Director of  
10 Housing, as soon as such a unit becomes available, and upon such designation the requirements  
11 according to this subsection 23.58C.050.C shall transfer to the substitute unit. Upon such  
12 determination that a previously eligible household is ineligible, the owner shall promptly give the  
13 ineligible household notice of such determination and notice that the requirements according to  
14 this subsection 23.58C.050.C will transfer to a substitute unit when such unit becomes available.  
15 Upon the transfer of the requirements, the owner shall give the ineligible household six months'  
16 notice prior to any rent increase.

17 g. Maintenance, insurance. Rental units provided through the performance  
18 option, and the structure in which they are located, shall be maintained by the owner in decent  
19 and habitable condition, including the provision of adequate basic appliances. The owner shall  
20 keep such units, and the structure in which they are located, insured by an insurance company  
21 licensed to do business in the state of Washington and reasonably acceptable to the City, against  
22 loss by fire and other hazards included with broad form coverage, in the amount of 100 percent  
23 of the replacement value.

h. Casualty

1) If a rental unit provided through the performance option is destroyed or rendered unfit for occupancy by casualty that does not affect all of the other units in the development to which this Chapter 23.58C applies, the owner of the development shall, through the process according to subsection 23.58C.030.A.6, designate a comparable substitute rental unit within the development, as approved by the Director of Housing, as soon as such a unit becomes available, which the tenant household of the unit affected by casualty shall be allowed to move into, and upon such designation the requirements according to this subsection 23.58C.050.C shall transfer to the substitute unit.

2) If all of the units in the development to which this Chapter 23.58C applies are substantially destroyed by casualty, including by earthquake or fire, the requirements according to this subsection 23.58C.050.C shall terminate.

i. Conversion to ownership housing. If all of the units to whose development this Chapter 23.58C applies according to subsection 23.58C.025.B in a structure are converted to ownership housing, including through a conversion to condominiums, prior to 75 years from the date of certificate of occupancy or, if a certificate of occupancy is not required, from the date of the final building permit inspection, for the development to which this Chapter 23.58C applies according to subsection 23.58C.025.B:

1) The owner of the development shall, at the time of such conversion, either pay to the City a payment in lieu of continuing affordability or convert the rental units provided through the performance option to ownership units provided through the performance option, as follows:



a) Where a payment in lieu of continuing affordability is made, the amount of the payment shall be equal to the amount of the cash contribution according to subsection 23.58C.040.A that would have been required at the time of issuance of the first building permit that includes the structural frame for the structure if the applicant had elected the payment option, adjusted for each calendar year following issuance of that permit in proportion to the annual increase in the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-Bellevue, WA, Shelter (1982-1984 = 100), as determined by the U.S. Department of Labor, Bureau of Labor Statistics or successor index, multiplied times the percentage in Table C for 23.58C.050 that corresponds to the number of years that the rental units provided through the performance option satisfied the requirements according to this subsection 23.58C.050.C. The City shall use the payment to support continued housing affordability in The City of Seattle consistent with applicable statutory requirements.

Table C for 23.58C.050 Payment in lieu of affordability calculation percentages for conversion to ownership housing	
Number of years units provided through performance option satisfied the requirements according to subsection 23.58C.050.C	Percentage
Less than 7.5	100%
Between 7.5 and 15	95%
Between 15 and 22.5	90%
Between 22.5 and 30	85%
Between 30 and 37.5	80%
Between 37.5 and 45	75%
Between 45 and 52.5	65%
Between 52.5 and 60	55%
Between 60 and 67.5	40%
Between 67.5 and 75	20%

b) Where rental units provided through the performance option are converted to ownership units provided through the performance option, the converted

1 units shall meet the requirements of subsections 23.58C.050.C.1 through 23.58C.050.C.5 and  
2 subsection 23.58C.050.C.7.

3 2) If the units to whose development this Chapter 23.58C applies  
4 according to subsection 23.58C.025.B are in multiple structures, conversion to ownership  
5 housing of such units in an individual structure shall not be a basis for reducing the number of  
6 rental units provided through the performance option in the other structures.

7 3) If a rental unit provided through the performance option is  
8 converted to a condominium, the owner shall comply with the requirements according to Section  
9 22.903.030 and Section 22.903.035, the requirement of RCW Chapter 63.34.440 (2) to offer to  
10 convey the unit to the tenant who leases the unit, and any other applicable requirements.

11 j. Demolition or change of use

12 1) If the units to whose development this Chapter 23.58C applies  
13 according to subsection 23.58C.025.B are in a single structure and the structure is demolished, or  
14 its use is changed, prior to 75 years from the date of certificate of occupancy or, if a certificate of  
15 occupancy is not required, from the date of the final building permit inspection, for the  
16 development to which this Chapter 23.58C applies according to subsection 23.58C.025.B, so as  
17 to eliminate all of the units to whose development this Chapter 23.58C applies according to  
18 subsection 23.58C.025.B in that structure, the owner of the development shall pay to the City a  
19 payment in lieu of continuing affordability for each rental unit provided through the performance  
20 option that is eliminated, as follows:

21 a) The payment shall be based on the difference between  
22 the monthly restricted rent according to subsection 23.58C.050.C.6.a for each rental unit  
23 provided through the performance option that is eliminated and the average monthly rent of a

comparable unit according to subsection 23.58C.050.C.2 that is not subject to rent and income restrictions and is located in the same payment and performance area as shown on Map A for 23.58C.050, multiplied by the typical number of months between demolition of multifamily housing on a property and completion of redevelopment of a property in the zone in which the eliminated rental unit is located, not to exceed 30 months. The Director shall by rule establish an appropriate methodology and inputs for determining the payment amount in particular zones.

b) The City shall use the payment to support continued housing affordability in The City of Seattle, including but not limited to providing rental assistance to the tenants of rental units provided through the performance option that were eliminated.

2) If the units to whose development this Chapter 23.58C applies according to subsection 23.58C.025.B are in multiple structures and an individual structure is demolished, or its use is changed, prior to 75 years from the date of certificate of occupancy or, if a certificate of occupancy is not required, from the date of the final building permit inspection, for the development to which this Chapter 23.58C applies according to subsection 23.58C.025.B, so as to eliminate all of the units to whose development this Chapter 23.58C applies according to subsection 23.58C.025.B in the individual structure, the owner of the development shall:

a) Except as provided according to subsection 23.58C.050.C.6.j.2.b, pay to the City a payment in lieu of continuing affordability according to subsection 23.58C.050.C.6.j.1.a for each rental unit provided through the performance option that is eliminated; or

b) If a rental unit that is eliminated resulted from the combination of fractions of units according to subsection 23.58C.050.A.4, designate, subject to

1 review by the Director in consultation with the Director of Housing, a comparable substitute  
2 rental unit within the other structures to replace each such unit that is eliminated or, if such  
3 designation is not possible, pay to the City a payment in lieu of continuing affordability  
4 according to subsection 23.58C.050.C.6.j.1.a.

5 c) Demolition or change of use of an individual structure  
6 shall not be a basis for reducing the number of rental units provided through the performance  
7 option in the other structures and any comparable substitute rental units shall be in addition to  
8 any existing rental units provided through the performance option in the other structures.

9 7. Additional requirements for ownership units provided through the performance  
10 option

11 a. Affordable sale price; down payment. The initial sales price for an  
12 ownership unit provided through the performance option shall be an amount according to which  
13 total ongoing housing costs do not exceed 35 percent of 65 percent of median income, in order to  
14 allow for equity growth for individual homeowners while maintaining affordability for future  
15 buyers. The Director of Housing shall establish by rule the method for calculating the initial sales  
16 price including standard assumptions for determining upfront housing costs, including the down  
17 payment, and ongoing housing costs, which shall include mortgage principal and interest  
18 payments, homeowner's insurance payments, homeowner or condominium association dues and  
19 assessments, and real estate taxes and other charges included in county tax billings. The Director  
20 of Housing may establish a maximum down payment amount for eligible households at initial  
21 sale of an ownership unit. The applicant for the development to which this Chapter 23.58C  
22 applies shall be responsible for any costs incurred in the initial sale of an ownership unit

1 necessary to ensure compliance with this Chapter 23.58C, including but not limited to marketing  
2 to eligible households, income verification, buyer education, and verification of buyer financing.

3                   b. Affordable resale price. For an ownership unit provided through the  
4 performance option, the sale price for sales subsequent to the initial sale shall be calculated to  
5 allow modest growth in homeowner equity while maintaining long-term affordability for future  
6 buyers. All buyers of an ownership unit subsequent to the initial sale shall be households with  
7 incomes no greater than 80 percent of median income at initial occupancy. The Director of  
8 Housing shall by rule:

9                               1) Establish the method for calculating the resale price and may  
10 establish a maximum down payment amount for eligible households at resale,

11                               2) Establish specific requirements for documents ensuring  
12 affordability requirements are met at resale, and

13                               3) Provide for recovery of reasonable administrative costs.

14                   c. Other restrictions. An eligible household purchasing an ownership unit  
15 provided through the performance option, either at initial sale or resale, shall:

16                               1) Occupy the unit as its principal residence for the duration of its  
17 ownership and shall not lease the unit, unless the Director of Housing approves a limited short-  
18 term exception, and

19                               2) Comply with all other program rules established by the Director  
20 of Housing as necessary to maintain the long-term viability of the unit. Such rules may include,  
21 but are not limited to, refinancing approvals and debt limits; limits on credit for capital  
22 improvements at the time of resale; requirements for basic maintenance, inspections, and  
23 compliance procedures; minimum insurance requirements; obligations to provide information

1 regarding compliance when and as requested; and fees to cover the full costs of calculating the  
2 maximum sales price at resale, marketing to eligible households, and screening and selecting  
3 eligible households to purchase the unit at resale.

4 d. Annual fee. The owner of the ownership unit shall pay the Office of  
5 Housing an annual fee, payable in 12 equal payments, for the purposes of monitoring compliance  
6 with the requirements according to this Section 23.58C.050. The initial fee shall be established  
7 by the Director of Housing by rule. On March 1, 2017, and on the same day each year thereafter,  
8 the annual fee shall automatically adjust in proportion to the annual change for the previous  
9 calendar year (January 1 through December 31) in the Consumer Price Index, All Urban  
10 Consumers, Seattle-Tacoma-Bellevue, WA, All Items (1982-1984 = 100), as determined by the  
11 U.S. Department of Labor, Bureau of Labor Statistics or successor index.

12 e. Ongoing stewardship. Either prior to or subsequent to the initial sale,  
13 the Director of Housing is authorized to designate an agency or organization with sufficient  
14 capacity, as approved by the Director of Housing, to perform ongoing stewardship and  
15 management functions for ownership units provided through the performance option, including  
16 but not limited to the following:

- 17 1) Calculating maximum sale prices;
- 18 2) Marketing sales to eligible households;
- 19 3) Screening, educating, and selecting eligible households;
- 20 4) Approving buyer financing; and
- 21 5) Managing successive resales to eligible households.

22 8. Additional requirements for units provided through the performance option on  
23 a site other than the same lot as the development required to comply with this Chapter 23.58C:

1                               a. Equal or better - comparability of units. The applicant shall demonstrate  
2 to the satisfaction of the Director of Housing that units provided through the performance option  
3 on a site other than the same lot as the development required to comply with this Chapter 23.58C  
4 are equal to or better than units provided through performance on the same lot.

5                               b. Location. Units provided through the performance option on a site other  
6 than the same lot as the development required to comply with this Chapter 23.58C shall be  
7 located in a Lowrise or ((~~Residential Small Lot~~)) RSL zone. In addition, units shall be located:

8                                       1) Within the same urban center or urban village as the  
9 development required to comply with this Chapter 23.58C; or

10                                      2) Within one mile of the development required to comply with  
11 this Chapter 23.58C if such development is located outside of an urban center or urban village.

12                               c. Tenure. Units provided through the performance option on a site other  
13 than the same lot as the development required to comply with this Chapter 23.58C shall be  
14 ownership units and shall comply with all additional requirements for ownership units according  
15 to subsection 23.58C.050.C.7.

16                               d. Public subsidy. If any public subsidy is used for a development, and the  
17 public subsidy operates through subjecting units in the development to restrictions on the income  
18 levels of occupants and the rents or sale prices that may be charged, the development shall not be  
19 eligible to provide units through the performance option according to subsection 23.58C.050.C.8.

20                               e. Developer's agreement. If the owner of the development required to  
21 comply with this Chapter 23.58C is not the owner of the units provided through the performance  
22 option, then in addition to the agreement required according to subsection 23.58C.050.E, the  
23 owner of the development required to comply with this Chapter 23.58C and the owner of the

1 units provided through the performance option shall execute a developer's agreement, acceptable  
2 to the Director of Housing, allowing the exclusive use of the units provided through the  
3 performance option to satisfy the requirements according to this Chapter 23.58C in return for  
4 necessary and adequate financial support to the development of those units provided through the  
5 performance option.

6 d. Letter of credit

7 1) If the units provided through the performance option are located  
8 on a site other than the same lot as the development required to comply with this Chapter  
9 23.58C, the owner of the development required to comply with this Chapter 23.58C shall provide  
10 to the Director of Housing an irrevocable bank letter of credit, approved by the Director of  
11 Housing, in the amount according to subsection 23.58C.040.A.

12 2) The Director of Housing may draw on the letter of credit one  
13 year after the date of issuance of the certificate of occupancy, or, if a certificate of occupancy is  
14 not required, the final building permit inspection, for the development required to comply with  
15 this Chapter 23.58C if the certificate of occupancy or final building permit inspection for the  
16 units provided through the performance option has not been issued on or before that date. The  
17 owner of the development required comply with this Chapter 23.58C shall also pay an amount  
18 equal to the interest on the cash contribution, at the rate equal to the prime rate quoted by Bank  
19 of America, or its successor, plus three percent per annum, from the date of issuance of the first  
20 building permit that includes the structural frame for the development required to comply with  
21 this Chapter 23.58C.

22 3) If and when the City becomes entitled to draw on any letter of  
23 credit, the Director of Housing may take appropriate steps to do so, and the amounts realized, net



1 of any costs to the City, shall be used in the same manner as cash contributions according to  
2 subsection 23.58C.040.B.

3 \* \* \*

4 Section 86. Section 23.69.024 of the Seattle Municipal Code, last amended by Ordinance  
5 125845, is amended as follows:

6 **23.69.024 Major Institution designation**

7 A. Major Institution designation shall apply to all institutions that conform to the  
8 definition of Major Institution.

9 B. New Major Institutions

10 1. When a medical or educational institution makes application for new  
11 development, or when a medical or educational institution applies for designation as a Major  
12 Institution, the Director will determine whether the institution meets, or would meet upon  
13 completion of the proposed development, the definition of a Major Institution in Section  
14 23.84A.025. Measurement of an institution's site or gross floor area in order to determine  
15 whether it meets minimum standards for Major Institution designation shall be according to the  
16 provisions of Section 23.86.036.

17 2. If the Director determines that Major Institution designation is required, the  
18 Director may not issue any permit that would result in an increase in area of Major Institution  
19 uses until the institution is designated a Major Institution, a Major Institution Overlay District is  
20 established, and a master plan is prepared according to the provisions of Part 2, Major Institution  
21 Master Plan.

22 3. The Director's determination that an application for a Major Institution  
23 designation is required will be made in the form of an interpretation subject to the procedures of

Section 23.88.020.

4. The procedures for designation of a Major Institution are as provided in Chapter 23.76, Procedures for Master Use Permits and Council Land Use Decisions. The Council will grant or deny the request for Major Institution designation by resolution.

5. If the Council designates a new Major Institution, a Major Institution Overlay District must be established by ordinance according to the procedures for amendments to the Official Land Use Map (rezones) in Chapter 23.76, Procedures for Master Use Permits and Council Land Use Decisions.

6. A new Major Institution Overlay District may not be established and a Major Institution Overlay District Boundary may not be expanded in ~~((single-family))~~ neighborhood residential zones.

7. Boundaries of a Major Institution Overlay District and maximum height limits shall be established or amended in accordance with the rezone criteria contained in Section 23.34.124, and the purpose and intent of this Chapter 23.69 as described in Section 23.69.002, except that acquisition, merger, or consolidation involving two Major Institutions is governed by the provisions of Section 23.69.023.

8. A new Major Institution Overlay District may not be established and a Major Institution Overlay District Boundary may not be expanded in Industrial zones, except within Industrial-zoned properties located outside of the Ballard/Interbay/Northend Manufacturing and Industrial Center that are located in an area south of the Lake Washington Ship Canal, east of 8th Avenue West, north of West Nickerson Street, and west of 3rd Avenue West.

\* \* \*

Section 87. Section 23.71.012 of the Seattle Municipal Code, last amended by Ordinance

123495, is amended as follows:

**23.71.012 Special landscaped arterials**

A. Special landscaped arterials are those arterials identified on Map A.

B. If an owner proposes substantial development on lots abutting special landscaped arterials, the owner shall provide the following:

1. Street trees meeting standards established by the Director of Seattle Department of Transportation.

2. A 6 foot planting strip and 6 foot sidewalk if the lot is zoned (~~((SF))~~) NR, LR1, or LR2.

3. A 6 foot planting strip and a 6 foot sidewalk, or, at the owner's option, a 12 foot sidewalk without a planting strip, if the lot is zoned NC2, NC3, RC, LR3, or MR.

4. Pedestrian improvements, as determined by the Director of the Seattle Department of Transportation, such as, but not limited to special pavers, lighting, benches and planting boxes.

Section 88. Section 23.71.030 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.71.030 Development standards for transition areas within the Northgate Overlay**

**District**

\* \* \*

B. The requirements of this Section 23.71.030 apply to development on lots in the more intensive zones under the following conditions:

1. Where a lot zoned Midrise (MR) or Highrise (HR) abuts or is across an alley from a lot zoned (~~((Single-family))~~) neighborhood residential, Lowrise 1 (LR1), or Lowrise 2

(LR2); and

2. Where a lot zoned Neighborhood Commercial 2 or 3 (NC2, NC3) with a height limit of 40 feet or greater abuts or is across an alley from a lot zoned ~~((Single family))~~ neighborhood residential, Lowrise 1 (LR1), or Lowrise 2 (LR2).

\* \* \*

Section 89. Section 23.71.036 of the Seattle Municipal Code, last amended by Ordinance 123495, is amended as follows:

**23.71.036 Maximum width and depth of structures**

The maximum width and depth requirements of this Section 23.71.036 shall apply only to portions of a structure within 50 feet of a lot line abutting, or directly across a street right-of-way that is less than 80 feet in width, from a less intensive residential zone as provided in Table A for 23.71.036.

Table A for 23.71.036: Structure Width and Depth Standards for Transition Areas			
Subject Lot	Abutting Residential zone (or) zone across a street right-of-way less than 80 feet in width	Maximum Width	Maximum Depth
LR3, MR, MR/85 and HR	(( <del>Single family</del> )) <u>Neighborhood residential</u> , LR1 or LR2	Apartments: 75 feet	65% depth of lot with no individual structure to exceed 90 feet
		Rowhouse and townhouse developments: 130 feet	
NC2 and NC3 with 40 feet or greater height limits	(( <del>Single family</del> )) <u>Neighborhood residential</u> , LR1 or LR2	Above a height of 30 feet, wall length shall not exceed 80% of the length of the abutting lot line, to a maximum of 60 feet.	

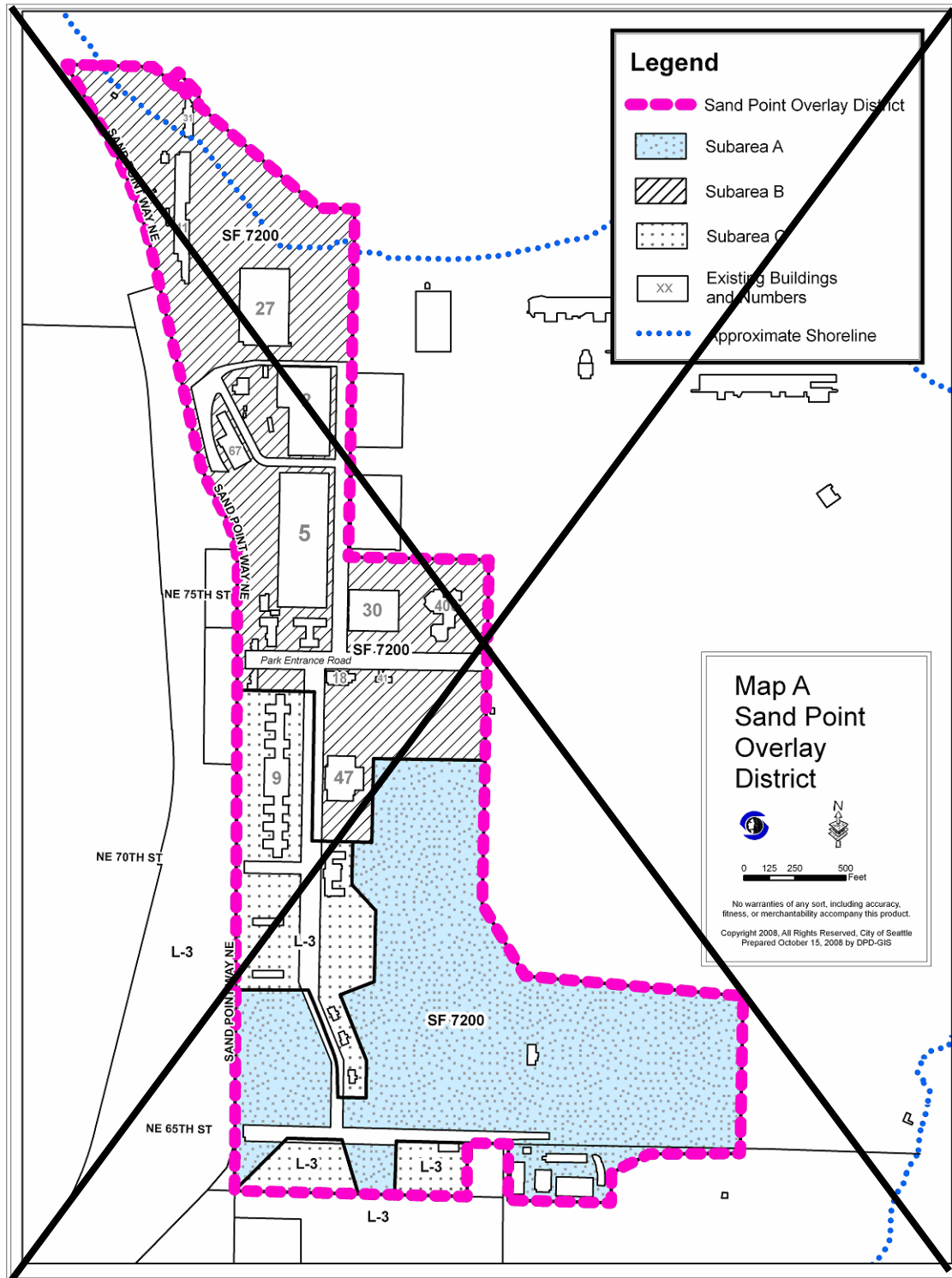
Section 90. Section 23.72.004 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

**23.72.004 Sand Point Overlay District established**

A. There is hereby established pursuant to Chapter 23.59 the Sand Point Overlay District, including three subareas: A, B, and C. Subarea A includes one area zoned ~~((Single Family 7200 (SF 7200)))~~ Neighborhood Residential 2 (NR2), Subarea B includes one area zoned ~~((SF 7200))~~ NR2, and Subarea C includes three areas zoned LR3, as shown on the City's Official Land Use Map, Chapter 23.32, and Map A for 23.72.004. The Sand Point Overlay District includes the Naval Air Station Puget Sound Sand Point National Register Historic District, shown on Map B for 23.72.004.

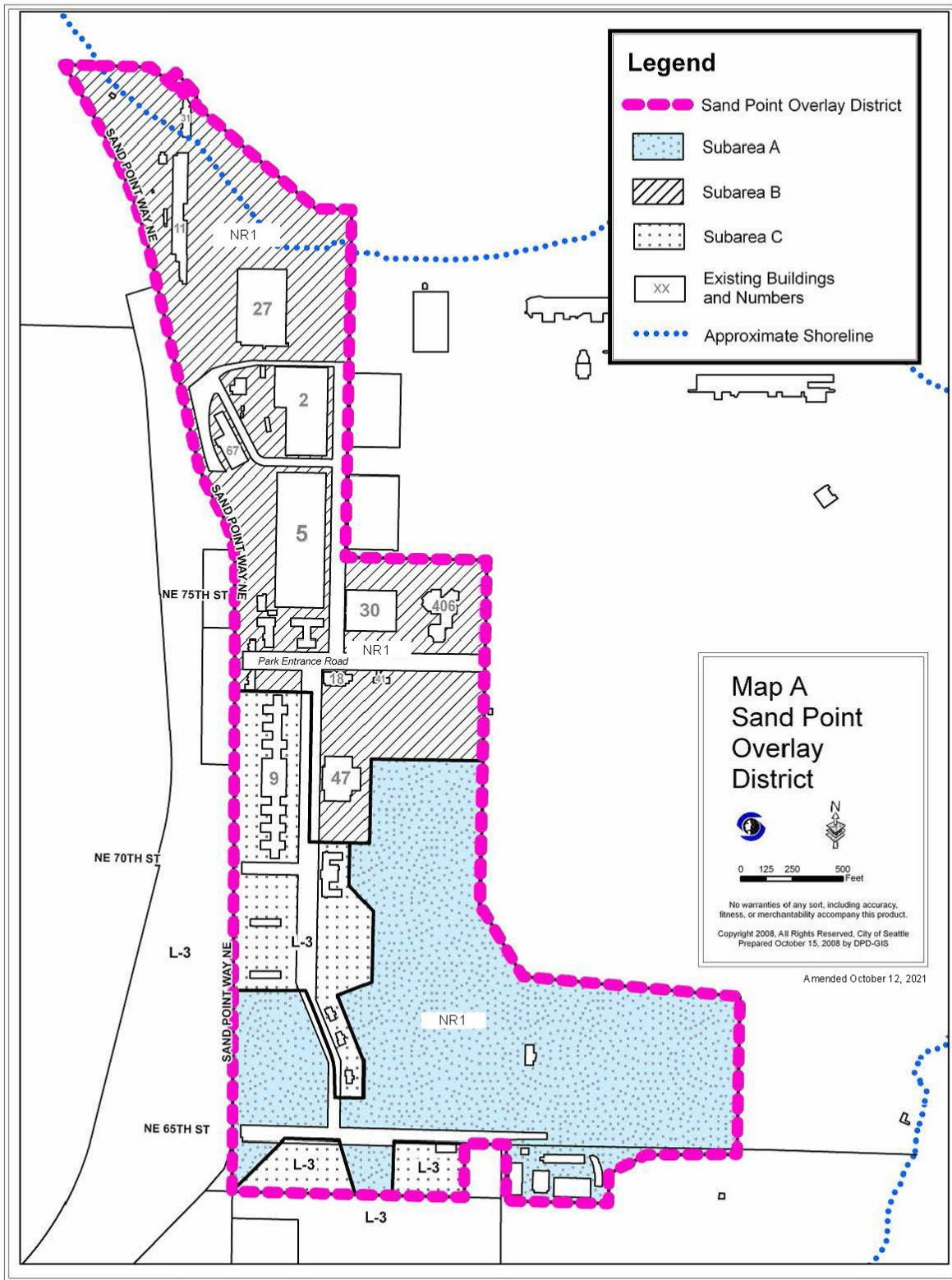
B. Additional regulations applicable to the Sand Point Overlay District are found in Chapter 25.30.

Map A for 23.72.004 – Sand Point Overlay District



1

2



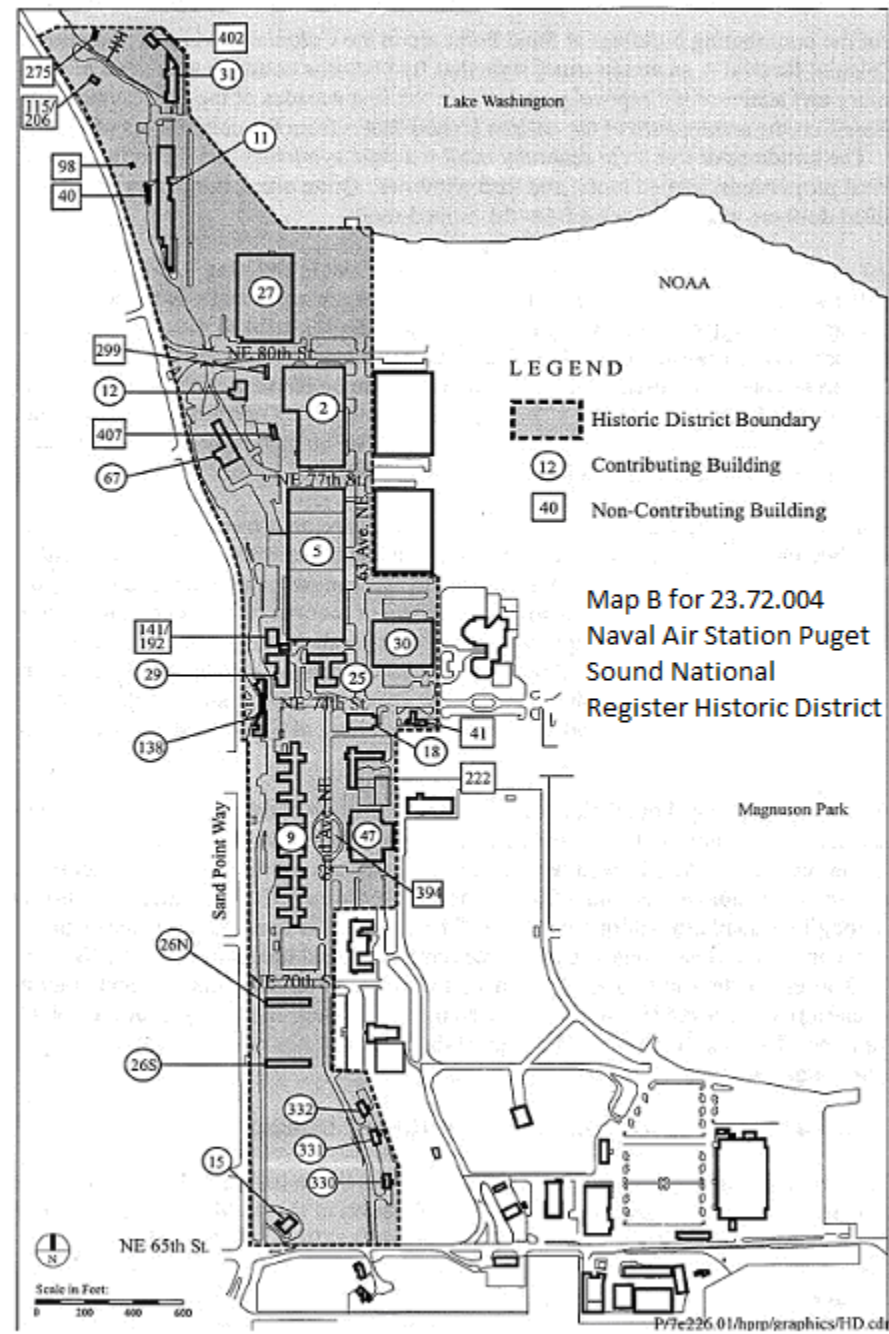
1

2

Map B for 23.72.004 – Naval Air Station Puget Sound Sand Point

1

## National Register Historic District



2

3 Section 91. Section 23.72.010 of the Seattle Municipal Code, last amended by Ordinance  
4 124378, is amended as follows;

### 5 **23.72.010 Development standards**

6 A. Within areas zoned ((single-family)) neighborhood residential, changes of use within



existing structures that are subject to SEPA requirements in Seattle Municipal Code Chapter 25.05 and new structures shall conform to the development standards for ~~((single-family))~~ neighborhood residential development in Chapter 23.44, Neighborhood Residential ~~((Single-family))~~, except as modified in subsections D—H of this section and except as provided in section 23.72.012.

\* \* \*

Section 92. Section 23.84A.048 of the Seattle Municipal Code, last amended by Ordinance 125792, is amended as follows:

**23.84A.048 "Z"**

\* \* \*

"Zone, neighborhood commercial" or "Zone, NC" means a zone with a classification that includes any of the following: Neighborhood Commercial 1 (NC1), Neighborhood Commercial 2 (NC2), or Neighborhood Commercial 3 (NC3), which classification also may include one or more suffixes.

"Zone, neighborhood residential" means a zone with a classification that includes any of the following: NR1, NR2, NR3, and RSL.

"Zone, next more intensive" means, with respect to a zone with one of the following designations, a zone that has the designation listed immediately after that designation in the following list:

1. Neighborhood Commercial 1 (NC1)
2. Neighborhood Commercial 2 (NC2)
3. Neighborhood Commercial 3 (NC3)
4. Commercial 1 (C1)

5. Commercial 2 (C2)

6. Industrial Buffer (IB)

7. Industrial Commercial (IC)

8. General Industrial 2 (IG2)

9. General Industrial 1 (IG1)

"Zone, pedestrian-designated" means a Neighborhood Commercial 1P (NC1P), Neighborhood Commercial 2P (NC2P), Neighborhood Commercial 3P (NC3P), Commercial 1P (C1P), or Commercial 2P (C2P) zone designated on the Official Land Use (Zoning) map.

"Zone, residential" means a zone with a classification that includes any of the following: ~~((SF9600, SF7200, SF5000,))~~ NR1, NR2, NR3, RSL, LR1, LR2, LR3, MR, HR, RC, DMR, IDR, SM/R, SM-SLU/R, and SM-U/R which classification also may include one or more suffixes, but not including any zone with an RC designation.

"Zone, single-family" means a zone with a classification that includes any of the following: ~~((SF 5000, SF 7200, SF 9600))~~ Neighborhood Residential 1 (NR1), Neighborhood Residential 2 (NR2), Neighborhood Residential 3 (NR3), and Residential Small Lot (RSL).

Section 93. Section 23.86.006 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

**23.86.006 Structure height measurement**

\* \* \*

C. Height averaging for ~~((single-family))~~ neighborhood residential zones. In a ~~((single-family))~~ neighborhood residential zone, when expanding an existing structure occupied by a nonconforming residential use per Section 23.42.106, the following measurement shall be used to determine the average height of the closest principal structures on either side:

1                   1. Each structure used for averaging shall be on the same block front as the lot for  
2 which a height limit is being established. The structures used shall be the nearest single-family  
3 structure on each side of the lot, and shall be within 100 feet of the side lot lines of the lot.

4                   2. The height limit for the lot shall be established by averaging the elevations of  
5 the structures on either side in the following manner:

6                   a. If the nearest structure on either side has a roof with at least a 4:12  
7 pitch, the elevation to be used for averaging shall be the highest point of that structure's roof  
8 minus 5 feet.

9                   b. If the nearest structure on either side has a flat roof, or a roof with a  
10 pitch of less than 4:12, the elevation of the highest point of the structure's roof shall be used for  
11 averaging.

12                   c. Rooftop features which are otherwise exempt from height limitations  
13 according to subsection 23.44.012.C, shall not be included in elevation calculations.

14                   d. The two elevations obtained from subsection 23.86.006.B.2.a and/or  
15 subsection 23.86.006.B.2.b shall be averaged to derive the height limit for the lot. This height  
16 limit shall be the difference in elevation between the midpoint of a line parallel to the front lot  
17 line at the required front setback and the average elevation derived from subsection  
18 23.86.006.B.2.a and/or subsection 23.86.006.B.2.b.

19                   e. The height measurement technique used for the lot shall then be the  
20 City's standard measurement technique, subsection 23.86.006.A.

21                   3. If there is no single-family structure within 100 feet of a side lot line, or if the  
22 nearest single-family structure within 100 feet of a side lot line is not on the same block front,  
23 the elevation used for averaging on that side shall be 30 feet plus the elevation of the midpoint of

the front lot line of the abutting vacant lot.

4. If the lot is a corner lot, the height limit may be the highest elevation of the nearest structure on the same block front, provided that the structure is within 100 feet of the side lot line of the lot and that both front yards face the same street.

5. In no case shall the height limit established according to these height averaging provisions be greater than 40 feet.

6. Lots using height averaging to establish a height limit shall be eligible for the pitched roof provisions of subsection 23.44.012.B.

\* \* \*

Section 94. Section 23.86.007 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

**23.86.007 Floor area and floor area ratio (FAR) measurement**

\* \* \*

D. Pursuant to subsections 23.44.011.C, 23.44.018.A, 23.45.510.D, and 23.47A.013.B, and Section 23.48.020, for certain structures in ~~((single-family))~~ neighborhood residential, multifamily, commercial, and Seattle Mixed zones, portions of a story that extend no more than 4 feet above existing or finished grade, whichever is lower, are exempt from calculation of gross floor area. The exempt gross floor area of such partially below-grade stories is measured as follows:

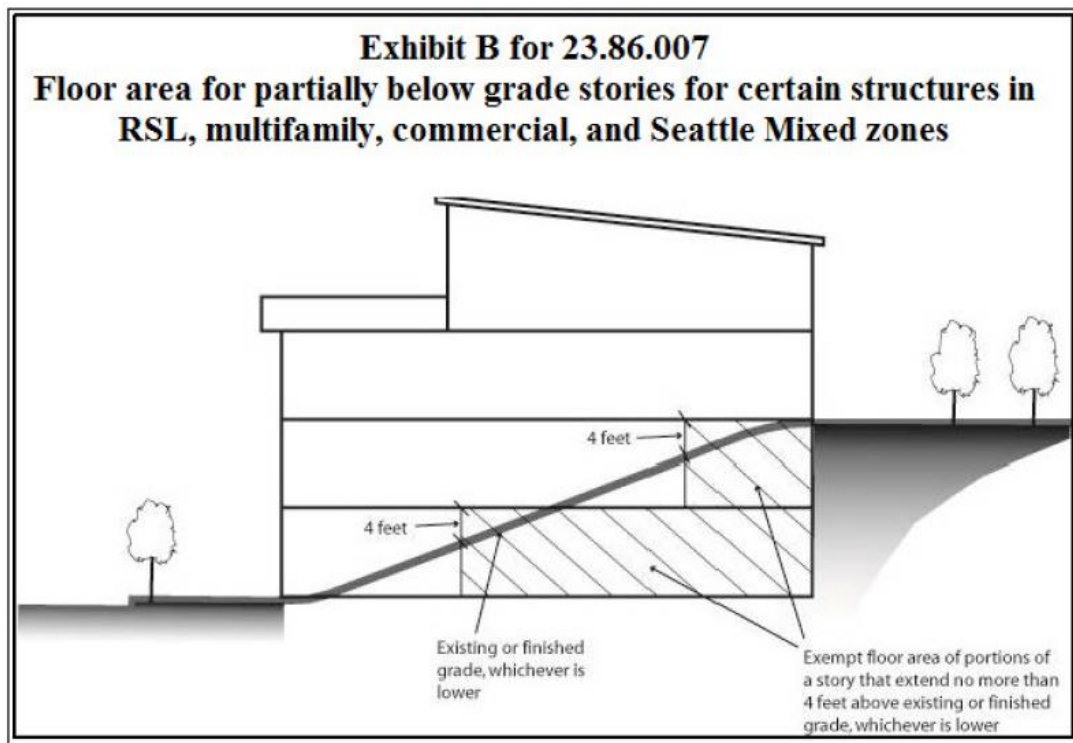
1. Determine the elevation 4 feet below the ceiling of the partially below-grade story, or 4 feet below the roof surface if there is no next floor above the partially below-grade story;

2. Determine the points along the exterior wall of the story where the elevation

determined in subsection 23.86.007.D.1 intersects the abutting corresponding existing or finished grade elevation, whichever is lower;

3. Draw a straight line across the story connecting the two points on the exterior walls; and

4. The gross floor area of the partially below-grade story or portion of a partially below-grade story is the area of the story that is at or below the straight line drawn in subsection 23.86.007.D.3, excluding openings required by the Building Code for egress. (See Exhibit B for 23.86.007.)



\* \* \*

Section 95. Section 23.86.008 of the Seattle Municipal Code, last amended by Ordinance 121476, is amended as follows:

**23.86.008 Lot coverage, width and depth.**

\* \* \*

B. In ~~((single family))~~ neighborhood residential zones, lot depth shall be the length of the line extending between the front lot line or front lot line extended, and the rear lot line or lines, or in the case of a through lot, between the two (2) front lot lines or lines extended. This line shall be perpendicular to the front lot line or front lot line extended. Where an alley abuts the rear of the property, one-half (½) of the width of the alley shall be included as a portion of the lot for determining lot depth.

C. Lot Width in ~~((Single family))~~ Neighborhood Residential Zones:

1. When a lot is essentially rectangular, the lot width shall be the mean horizontal distance between side lot lines measured at right angles to lot depth (Exhibit 23.86.008 B).

2. In the case of a lot with more than one (1) rear lot line (Exhibits 23.86.008 C and 23.86.008 D), the lot width shall be measured according to the following:

a. If the distance between the rear lot lines is fifty (50) percent or less of the lot depth, the lot width shall be measured parallel to the front lot line and shall be the greatest distance between the side lot lines (Exhibit 23.86.008 C); or

b. If the distance between the rear lot lines is greater than fifty (50) percent of the lot depth, the lot width shall be determined by measuring average lot width according to Exhibit 23.86.008 D.

3. For irregular lots not meeting the conditions of subsections C1 or C2, the Director shall determine the measurement of lot width.

\* \* \*

Section 96. Section 23.86.010 of the Seattle Municipal Code, last amended by Ordinance 124843, is amended as follows:

**23.86.010 Yards**

\* \* \*

## B. Front Yards.

1. Determining Front Yard Requirements. Front yard requirements are presented in the development standards for each zone. Where the minimum required front yard is to be determined by averaging the setbacks of structures on either side of a lot, the following provisions apply:

a. The required depth of the front yard shall be the average of the distance between single-family structures and front lot lines of the nearest single-family structures on each side of the lot (Exhibit B for 23.86.010). If the front facade of the single-family structure is not parallel to the front lot line, the shortest distance from the front lot line to the structure shall be used for averaging purposes (Exhibit C for 23.86.010).

b. The yards used for front yard averaging shall be on the same block front as the lot, and shall be the front yards of the nearest single-family structures within 100 feet of the side lot lines of the lot.

c. For averaging purposes, front yard depth shall be measured from the front lot lines to the wall nearest to the street or, where there is no wall, the plane between supports, which comprises 20 percent or more of the width of the front facade of the single-family structure. Enclosed porches shall be considered part of the single-family structure for measurement purposes. Attached garages or carports permitted in front yards under 23.44.016.D, decks, uncovered porches, eaves, attached solar collectors, and other similar parts of the structure shall not be considered part of the structure for measurement purposes.

d. If there is a dedication of street right-of-way to bring the street abutting the lot closer to the minimum widths established in Section 23.53.015, for averaging purposes

1 the amount of the dedication shall be subtracted from the front yard depth of the structures on  
2 either side.

3 e. If the first single-family structure within 100 feet of a side lot line of the  
4 lot is not on the same block front, or does not provide its front yard on the same street, or if there  
5 is no single-family structure within 100 feet of the side lot line, the yard depth used for averaging  
6 purposes on that side shall be 20 feet (Exhibits D and E for 23.86.010).

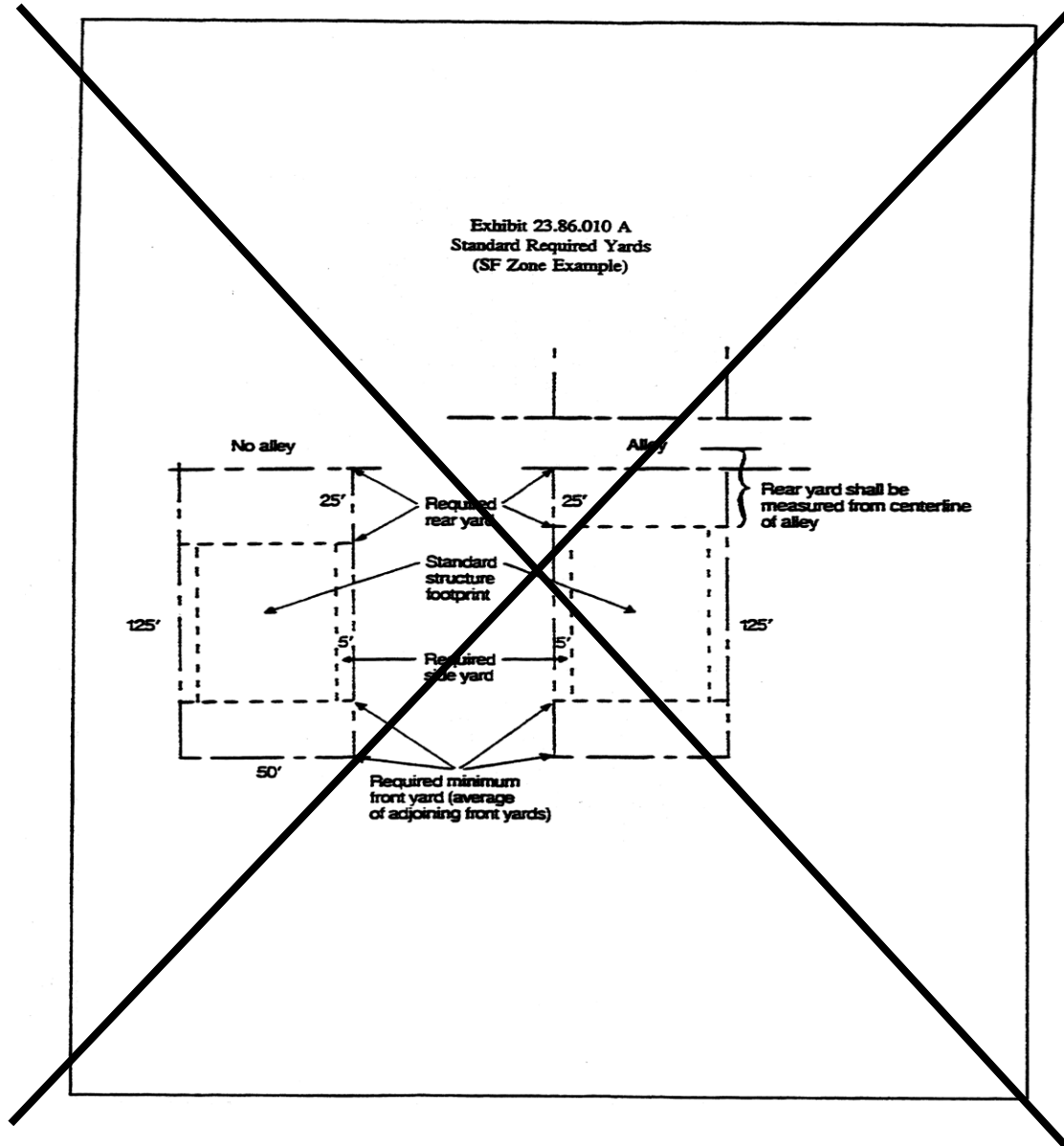
7 f. If the front yard of the first single-family structure within 100 feet of the  
8 side lot line of the lot exceeds 20 feet, the yard depth used for averaging purposes on that side  
9 shall be 20 feet (Exhibit F for 23.86.010).

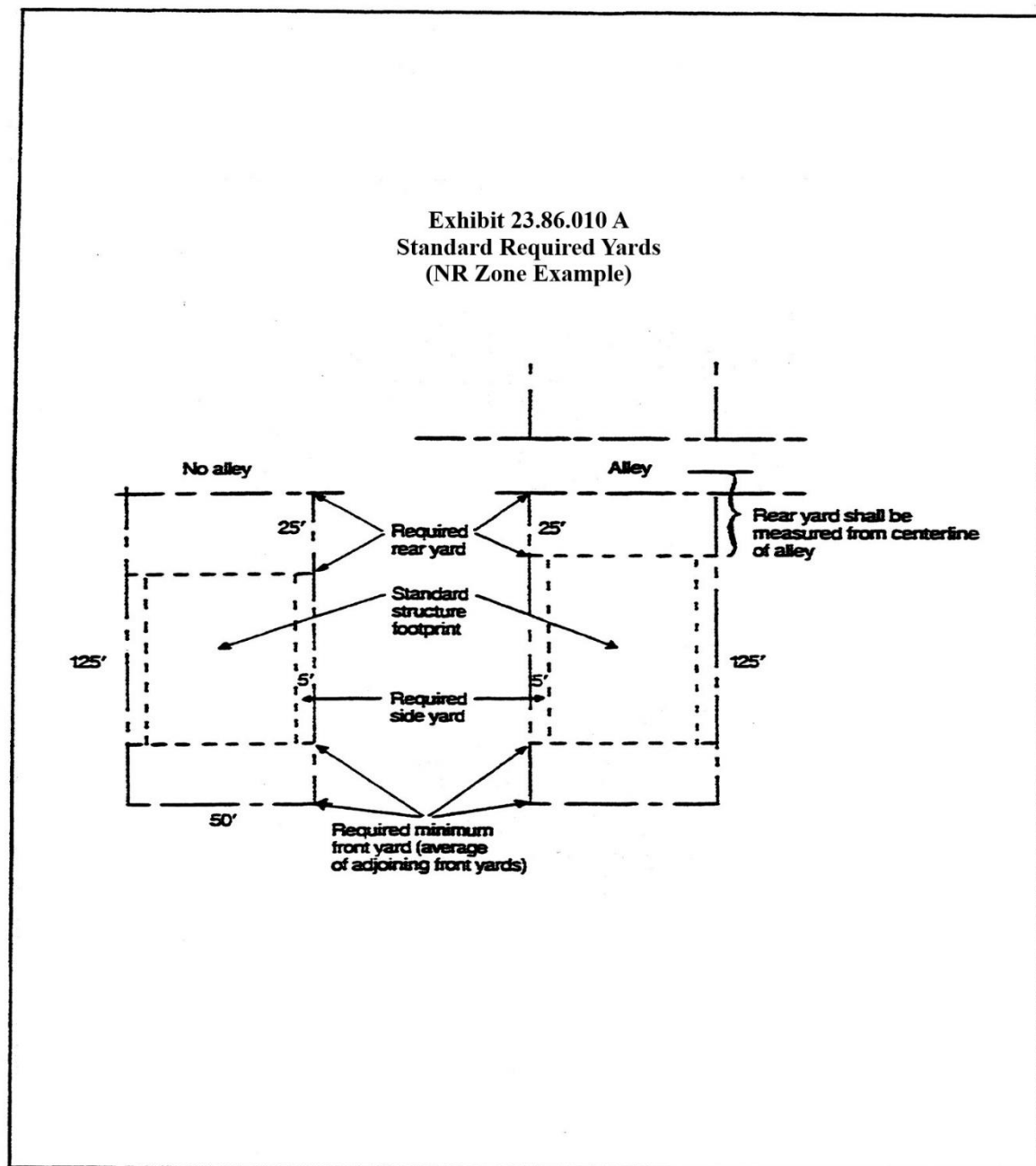
10 g. In cases where the street is very steep or winding, the Director shall  
11 determine which adjacent single-family structures should be used for averaging purposes.

12 2. Sloped Lots in ((Single-family)) Neighborhood Residential Zones. For a lot in a  
13 ((single-family)) neighborhood residential zone, reduction of the required front yard is permitted  
14 at a rate of 1 foot for every percent of slope in excess of 35 percent. For the purpose of this  
15 provision the slope shall be measured along the centerline of the lot. In the case of irregularly  
16 shaped lots, the Director shall determine the line along which slope is calculated.

17 \* \* \*







\* \* \*

Section 97. Section 23.90.019 of the Seattle Municipal Code, last amended by Ordinance 124378, is amended as follows:

**23.90.019 Civil penalty for unauthorized dwelling units in ((single-family)) neighborhood**

**residential zones**

In addition to any other sanction or remedial procedure that may be available, the following penalties apply to unauthorized dwelling units in ~~((single-family))~~ neighborhood residential zones in violation of Section 23.44.006. An owner of a ~~((single-family))~~ neighborhood residential zoned lot that has more than one single-family dwelling unit and who is issued a notice of violation for an unauthorized dwelling unit, is subject to a civil penalty of \$5,000 for each additional dwelling unit, unless the additional unit is an authorized dwelling unit in compliance with Section 23.44.041, is a legal non-conforming use, or is approved as part of an administrative conditional use permit pursuant to Section 25.09.260. Penalties for violation of Sections 23.44.006 and 23.44.041, except for violations of subsection 23.44.041.C or except for those violations subject to subsection 23.90.018.B, shall be reduced from \$5,000 to \$500 if, prior to the compliance date stated on the notice of violation for an unauthorized dwelling unit, the dwelling unit is removed or authorized in compliance with Section 23.44.041, is a legal non-conforming use, or is approved as part of an administrative conditional use permit pursuant to Section 25.09.260.

Section 98. Section 23.91.002 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**23.91.002 Scope of this Chapter 23.91**

A. Violations of the following provisions of this Title 23 shall be enforced under the citation or criminal provisions set forth in this Chapter 23.91:

1. Junk storage in residential zones (Chapter 23.44, Chapter 23.45, Chapter 23.46, Chapter 23.49 Subchapter IV, and Chapter 23.49 Subchapter VII), unless the lot contains a vacant structure subject to the vacant building maintenance standards contained in subsection

22.206.200.A and a notice of violation has been issued requiring compliance with subsection  
22.206.200.F;

2. Construction or maintenance of structures in required yards or setbacks in  
residential zones (Chapter 23.44, Chapter 23.45, Chapter 23.46, Chapter 23.49 Subchapter IV,  
and Chapter 23.49 Subchapter VII);

3. Parking of vehicles in a (~~(single-family)~~) neighborhood residential zone  
(Section 23.44.016), unless the lot contains a vacant structure subject to the vacant building  
maintenance standards contained in subsection 22.206.200.A;

4. Keeping of animals (Section 23.42.052); and

[5. Reserved.]

6. The following violations of the Shoreline District, Chapter 23.60A:

a. Discharging, leaking, or releasing solid or liquid waste and untreated  
effluent, oil, chemicals, or hazardous materials into the water (subsection 23.60A.152.R);

b. Releasing debris and other waste materials from construction,  
maintenance, repair, or in operation or management of a property, into any water body  
(subsections 23.60A.152.H, 23.60A.152.I, 23.60A.152.T, and 23.60A.152.U);

c. Conducting activity in or over water outside the allowed work windows  
(subsection 23.60A.152.J); and

d. Closing required public access (Section 23.60A.164).

B. Any enforcement action or proceeding pursuant to this Chapter 23.91 shall not affect,  
limit, or preclude any previous, pending, or subsequent enforcement action or proceeding taken  
pursuant to Chapter 23.90.

Section 99. Section 25.05.800 of the Seattle Municipal Code, last amended by Ordinance

125964, is amended as follows:

**25.05.800 Categorical exemptions**

The proposed actions contained in this Section 25.05.800 are categorically exempt from threshold determination and environmental impact statement requirements, subject to the rules and limitations on categorical exemptions contained in Section 25.05.305.

**A. Minor new construction; flexible thresholds**

1. The exemptions in this subsection 25.05.800.A apply to all licenses required to undertake the construction in question. To be exempt under this Section 25.05.800, the project shall be equal to or smaller than the exempt level. For a specific proposal, the exempt level in subsection 25.05.800.A.2 shall control. If the proposal is located in more than one city or county, the lower of the agencies' adopted levels shall control, regardless of which agency is the lead agency. The exemptions in this subsection 25.05.800.A apply except when the project:

- a. Is undertaken wholly or partly on lands covered by water;
- b. Requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;
- c. Requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800 (7) or 197-11-800 (8); or
- d. Requires a land use decision that is not exempt under subsection 25.05.800.F.

2. The following types of construction are exempt, except when undertaken wholly or partly on lands covered by water:

- a. The construction or location of residential or mixed-use development containing no more than the number of dwelling units identified in Table A for 25.05.800 below:

**Table A for 25.05.800**  
**Exemptions for residential uses**

Zone	Number of exempt dwelling units		
	Outside urban centers and urban villages	Within urban centers and urban villages where growth estimates have not been exceeded	Within urban centers and urban villages where growth estimates have been exceeded
((SF)) NR and RSL	4	4	4
LR1	4	200 <sup>1</sup>	20
LR2	6	200 <sup>1</sup>	20
LR3	8	200 <sup>1</sup>	20
NC1, NC2, NC3, C1, and C2	4	200 <sup>1</sup>	20
MR, HR, and Seattle Mixed zones	20	200 <sup>1</sup>	20
MPC-YT	NA	30 <sup>1</sup>	20
Downtown zones	NA	250 <sup>1</sup>	20
Industrial zones	4	4	4

Footnotes to Table A for 25.05.800

NA = not applicable

Urban centers and urban villages are identified in the Seattle Comprehensive Plan

<sup>1</sup> Pursuant to RCW 43.21C.229, new residential development or the residential portion of new mixed-use development located in an urban center or in an urban village is categorically exempt from the State Environmental Policy Act, unless the Department has determined that residential growth within the urban center or village has exceeded exemption limits for the center that the Department has established pursuant to subsection 25.05.800.A.2.i.

- 1
- 2
- 3 b. The construction of a barn, loafing shed, farm equipment storage
- 4 building, produce storage or packing structure, or similar agricultural structure, covering 10,000
- 5 square feet or less, and to be used only by the property owner or the property owner's agent in
- 6 the conduct of farming the property. This exemption does not apply to feed lots;
- 7
- 8 c. The construction of office, school, commercial, recreational, service, or
- 9 storage buildings, containing no more than the gross floor area listed in Table B for 25.05.800
- 10 below:

**Table B for 25.05.800**  
**Exemptions for non-residential uses**

Zone	Exempt area of use (square feet of gross floor area)		
	Outside urban centers and hub urban villages	Within urban centers and hub urban villages where growth estimates have not been exceeded	Within urban centers and hub urban villages where growth estimates have been exceeded
((SF)) NR, RSL, and LR1	4,000	4,000	4,000
LR2 and LR3	4,000	12,000 <sup>1</sup> or 30,000 <sup>2</sup>	12,000
MR, HR, NC1, NC2, and NC3	4,000	12,000 <sup>1</sup> or 30,000 <sup>2</sup>	12,000
C1, C2, and Seattle Mixed zones	12,000	12,000 <sup>1</sup> or 30,000 <sup>2</sup>	12,000
Industrial zones	12,000	12,000	12,000
MPC-YT	NA	12,000	12,000
Downtown zones	NA	12,000 <sup>1</sup> or 30,000 <sup>2</sup>	12,000

Footnotes to Table B for 25.05.800

NA = not applicable

Urban centers and urban villages are identified in the Seattle Comprehensive Plan

<sup>1</sup> New non-residential development that is not part of a mixed-use development and that does not exceed 12,000 square feet in size is categorically exempt from the State Environmental Policy Act (SEPA).

<sup>2</sup> Pursuant to RCW 43.21C.229, new non-residential development that does not exceed 30,000 square feet and that is part of a mixed-use development located in an urban center or in a hub urban village is categorically exempt from SEPA, unless the Department has determined that employment growth within the urban center or village has exceeded exemption limits for the center that the Department has established pursuant to subsection 25.05.800.A.2.i.

d. The construction of a parking lot designed for 40 or fewer automobiles, as well as the addition of spaces to existing lots up to a total of 40 spaces;

e. Any fill or excavation of 500 cubic yards or less throughout the total lifetime of the fill or excavation; and any excavation, fill, or grading necessary for an exempt project in subsections 25.05.800.A.2.a, 25.05.800.A.2.b, 25.05.800.A.2.c, or 25.05.800.A.2.d shall be exempt;

f. Mixed-use construction, including but not limited to projects combining residential and commercial uses, is exempt if each use, if considered separately, is exempt under the criteria of subsections 25.05.800.A.2.a through 25.05.800.A.2.d, unless the uses in

1 combination may have a probable significant adverse environmental impact in the judgment of  
2 an agency with jurisdiction (see subsection 25.05.305.A.2.b);

3 g. In zones not specifically identified in this subsection 25.05.800.A, the  
4 standards for the most similar zone addressed by this subsection 25.05.800.A apply;

5 h. For the purposes of this subsection 25.05.800.A, "mixed-use  
6 development" means development having two or more principal uses, one of which is a  
7 residential use comprising 50 percent or more of the gross floor area;

8 i. To implement the requirements of Table A for 25.05.800 and Table B  
9 for 25.05.800, the Director shall establish implementation guidance by rule for how growth is  
10 measured against exemption limits and how changes to thresholds will occur if exemption limits  
11 are reached. The exemption limits shall consist of the growth estimates established in the  
12 Comprehensive Plan for a given area, minus a "cushion" of ten percent to assure that  
13 development does not exceed growth estimates without SEPA review; and

14 j. The Director shall monitor residential and employment growth and  
15 periodically publish a determination of growth for each urban center and urban village.  
16 Residential growth shall include, but need not be limited to, net new units that have been built  
17 and net new units in projects that have received a building permit but have not received a  
18 certificate of occupancy. Per implementation guidance established by rule, if the Director  
19 determines that exemption limits have been reached for an urban center or urban village  
20 subsequent development will be subject to the lower thresholds as set forth in Table A for  
21 25.05.800 and Table B for 25.05.800.

22 B. Other minor new construction

23 1. The exemptions in this subsection 25.05.800.B apply to all licenses required to



undertake the following types of proposals except when the project:

- a. Is undertaken wholly or partly on lands covered by water;
  - b. Requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;
  - c. Requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or subsection 25.05.800.H or subsection 25.05.800.I; or
  - d. Requires a land use decision that is not exempt under subsection 25.05.800.F.
2. The construction or designation of bus stops, loading zones, shelters, access facilities, pull-out lanes for taxicabs, transit, and school vehicles, and designation of transit-only lanes;
  3. The construction or installation of commercial on-premises signs, and public signs and signals, including those for traffic control and wayfinding;
  4. The construction or installation of minor road and street improvements by any agency or private party that include the following:
    - a. Safety structures and equipment: Such as pavement marking, adding or removing turn restrictions, speed limit designation, physical measures to reduce motor vehicle traffic or volume, freeway surveillance and control systems, railroad protective devices (not including grade-separated crossings), grooving, glare screen, safety barriers, or energy attenuators;
    - b. Transportation corridor landscaping (including the application of state of Washington approved herbicides by licensed personnel for right-of-way weed control as long as this is not within watersheds controlled for the purpose of drinking water quality);

c. Temporary traffic controls and detours;

d. Correction of substandard curves and intersections within existing rights-of-way or widening of a highway by less than a single lane width where capacity is not significantly increased and no new right-of-way is required;

e. Adding auxiliary lanes for localized purposes (e.g., weaving, climbing, and speed change), where capacity is not significantly increased and no new right-of-way is required;

f. Channelization, rechannelization, elimination of sight restrictions at intersections, street lighting, guard rails, and barricade installation;

g. Installation of catchbasins and culverts for the purposes of road and street improvements;

h. Reconstruction of existing roadbed (existing curb-to-curb in urban locations), including adding or widening of shoulders where capacity is not increased and no new right-of-way is required;

i. Addition of bicycle lanes, paths and facilities, and pedestrian walks and paths including sidewalk extensions, but not including additional automobile lanes;

5. Grading, excavating, filling, septic tank installations, and landscaping necessary for any building or facility exempted by subsections 25.05.800.A and 25.05.800.B, as well as fencing and the construction of small structures and minor accessory facilities;

6. Additions or modifications to or replacement of any building or facility exempted by subsections 25.05.800.A and 25.05.800.B when such addition, modification, or replacement will not change the character of the building or facility in a way that would remove it from an exempt class<sup>1</sup>;

7. The demolition of any structure or facility, the construction of which would be exempted by subsections 25.05.800.A and 25.05.800.B, except for structures or facilities with recognized historical significance such as listing in a historic register<sup>1</sup>;

8. The installation or removal of impervious underground or above-ground tanks, having a total capacity of 10,000 gallons or less except on agricultural and industrial lands. On agricultural and industrial lands, the installation or removal of impervious underground or above-ground tanks, having a total capacity of 60,000 gallons or less;

9. The vacation of streets or roads, converting public right-of-way, and other changes in motor vehicle access;

10. The installation of hydrological measuring devices, regardless of whether or not on lands covered by water;

11. The installation of any property, boundary, or survey marker, other than fences, regardless of whether or not on lands covered by water;

12. The installation of accessory solar energy generation equipment on or attached to existing structures and facilities whereby the existing footprint and size of the building are not increased.

<sup>1</sup> Footnote for subsections 25.05.800.B.6 and 25.05.800.B.7: Proposed actions that involve structures that exceed the following thresholds in Table A or B for Footnote (1) for 25.05.800.B.6 and 25.05.800.B.7 and that appear to meet criteria set forth in Chapter 25.12 for Landmark designation are subject to referral to the Department of Neighborhoods pursuant to Section 25.12.370:

Table A for Footnote (1) for 25.05.800.B.6 and 25.05.800.B.7 Residential uses threshold for referral to Department of Neighborhoods (DON)	
Zone	Permit applications for additions, modifications, demolition, or replacement of structures with more than the following

	number of dwelling units are referred to DON for landmark review:
(( <del>SF</del> )) NR, RSL LR1, NC1, NC2, NC3, C1, C2, and Industrial zones	4
LR2	6
LR3	8
MR, HR, SM-SLU, SM-D, SM-NR, SM-U, SM-UP, SM-NG, and Downtown zones	20

Table B for Footnote (1) for 25.05.800.B.6 and 25.05.800.B.7 Non-residential uses threshold for referral to Department of Neighborhoods (DON)	
Zone	Permit applications for additions, modifications, demolition, or replacement of structures with more than the following square footage amounts are referred to DON for landmark review:
C1, C2, SM-SLU, SM-D, SM-NR, SM-U, SM-UP, SM-NG, and Industrial zones	12,000
All other zones	4,000

\* \* \*

Section 100. Section 25.08.225 of the Seattle Municipal Code, last amended by Ordinance 122311, is amended as follows:

**25.08.225 Residential disturbance.**

"Residential disturbance" means a gathering of more than one (1) person at a residential property located in a ((single-family)) neighborhood residential or multifamily zone, as defined in SMC Section 23.84A.048 between the hours of ten o'clock (10:00) p.m. (eleven o'clock (11:00) p.m. on Friday and Saturday nights) and seven o'clock (7:00) a.m. at which noise associated with the gathering is frequent, repetitive or continuous and is audible to a person of normal hearing at a distance of seventy-five (75) feet or more from the property.

Section 101. Section 25.09.240 of the Seattle Municipal Code, last amended by

Ordinance 125292, is amended as follows:

**25.09.240 Short subdivisions and subdivisions**

\* \* \*

D. Development standards for new lots in ((~~Single-Family~~)) neighborhood residential zones. If new lots are created in ((~~Single-Family~~)) neighborhood residential zones by short subdivision or subdivision, the following development standards apply based on the area of each new lot that is outside the environmentally critical areas listed in subsection 25.09.240.A, plus environmentally critical areas in which development is allowed pursuant to subsections 25.09.240.B.1, 25.09.240.B.2, and 25.09.240.B.3:

1. Lot coverage and lot coverage exceptions according to subsections 23.44.010.C and 23.44.010.D.

2. Height limits according to Section 23.44.012, including the requirements of subsection 23.44.012.A.3 if the area of the largest rectangle or other quadrilateral that can be drawn within the lot lines of the new lot outside the environmentally critical areas is less than 3,200 square feet.

\* \* \*

G. In computing the number of lots a parcel in a ((~~Single-Family~~)) neighborhood residential zone may contain, the Director shall exclude the following areas:

1. The environmentally critical areas and buffers identified in subsection 25.09.240.A, unless:

a. The environmentally critical areas and buffers are on a lot that meets the provisions of subsection 25.09.240.B; or

b. The applicant obtains an administrative conditional use under Section

25.09.260, if it is not practicable to meet the requirements of subsection 25.09.240.B considering the parcel as a whole.

Section 102. Section 25.09.260 of the Seattle Municipal Code, last amended by Ordinance 125292, is amended as follows:

**25.09.260 Environmentally critical areas administrative conditional use**

A. Administrative conditional use

1. In ~~((Single Family))~~ neighborhood residential zones the Director is authorized to approve an environmentally critical areas administrative conditional use pursuant to Section 23.42.042 and this Section 25.09.260 for one or both of the following purposes:

a. In calculating the maximum number of lots and units allowed on the entire parcel under subsection 25.09.240.G, the Director may count environmentally critical areas and/or buffers, except the open water area of a wetland or riparian corridor, that would otherwise be excluded, if an applicant is unable to demonstrate compliance with the requirements of subsection 25.09.240.B for the entire parcel proposed to be subdivided.

b. For the entire parcel proposed to be subdivided, the Director may approve development of single family residences that meet the development standards of subsection 25.09.260.B.3 and the platting conditions in subsections 25.09.260.B.1 and 25.09.260.C.2.b. Except as specifically superseded by the development standards of subsection 25.09.260.B.3 and the platting conditions of subsection 25.09.260.C.2.b, all applicable regulations of Title 23 shall also apply to the entire parcel. The entire parcel is designated as the site.

2. Process. If an administrative conditional use application includes an application to authorize development in a steep slope erosion hazard area or buffer, the application is not

required to include an application for the variances allowed under Sections 25.09.280 or 25.09.290, but the application must address the criteria listed in subsection 25.09.260.B.1.c.

B. Criteria. An application under this Section 25.09.260 shall provide information sufficient to demonstrate that the proposal meets the following criteria:

1. Environmental impacts on environmentally critical areas and buffers

a. No development is in a biodiversity area or corridor, riparian corridor, wetland, or wetland buffer.

b. No riparian management area or wetland buffer is reduced.

c. No development is on a steep slope erosion hazard area or its buffer unless either the proposed development meets the criteria of subsections 25.09.090.B.2.a, 25.09.090.B.2.b, or 25.09.090.B.2.c or the property is a lot in existence as a legal building site prior to October 31, 1992, is predominantly characterized by steep slope erosion hazard areas, and the following criteria are met:

1) The proposed development shall be located away from steep slope erosion hazard areas and buffers to the extent practicable.

2) The Director shall require clear and convincing evidence that the provisions of this subsection 25.09.260.B are met if development is located on steep slope erosion hazard areas and buffers with these characteristics:

a) A wetland over 1,500 square feet in size or a watercourse designated part of a riparian corridor;

b) An undeveloped area over 5 acres characterized by steep slope erosion hazard areas; or

c) Areas designated by the Washington Department of Fish

1 and Wildlife (WDFW) as biodiversity areas and corridors, or areas identified by the Director  
2 with significant tree and vegetation cover providing wildlife habitat.

3 3) If the application includes a proposal to develop in a steep slope  
4 erosion hazard area or buffer, the development in the steep slope erosion hazard area or buffer  
5 shall be the minimum necessary to achieve the number of single family dwelling units that would  
6 be allowed on the original entire parcel according to the calculation for subdivision required  
7 under subsection 25.09.240.G in the following order of priority:

8 a) The proposal reduces the front and/or rear yards pursuant  
9 to subsection 25.09.260.B.3.b.1 and complies with the building separation standards of  
10 subsections 25.09.260.B.3.b.2 and 25.09.260.B.3.b.3;

11 b) The proposal reduces the steep slope erosion hazard area  
12 buffer; and

13 c) The proposal intrudes into not more than 30 percent of  
14 the steep slope erosion hazard area.

15 d. The proposal protects WDFW priority species and maintains wildlife  
16 habitat.

17 e. The proposal does not result in unmitigated negative environmental  
18 impacts pursuant to Section 25.09.065, including drainage and water quality, erosion, loss of  
19 trees and vegetation, and slope stability on the identified environmentally critical area and buffer.

20 f. The proposal promotes expansion, restoration, or enhancement of the  
21 identified environmentally critical area and buffer.

22 2. General environmental impacts and site characteristics

23 a. The proposal minimizes potential negative effects of the development



1 on the undeveloped portion of the site and preserves topographic features.

2                               b. The proposal retains and protects trees and vegetation on designated  
3 non-disturbance areas, protects stands of mature trees, minimizes tree removal, removes noxious  
4 weeds and non-native vegetation and replaces this vegetation with native trees and vegetation,  
5 and protects the visual continuity of treed and vegetated areas and tree canopy.

6                               3. Development standards

7                               a. The total number of single-family dwelling units permitted through the  
8 environmentally critical areas conditional use regulations shall not exceed the number that would  
9 be allowed based on compliance with the use regulations of Section 23.44.008, and the minimum  
10 lot area standards of the underlying ((Single-Family)) neighborhood residential zone, and shall  
11 be established only on the site comprised of the original entire parcel, with subdivision of the  
12 original entire parcel allowed only as unit lots approved through the unit lot subdivision process  
13 in Section 25.09.260.C.2.b.2.

14                              b. Single-family dwelling units shall be the sole type of principal use  
15 permitted through the environmentally critical areas conditional use regulations and shall meet  
16 the development standards of Chapter 23.44, except that the following standards apply instead of  
17 the standards in Chapter 23.44, as applicable:

18                                       1) Front and rear yards required by subsections 23.44.014.A and  
19 23.44.014.B may be reduced to no less than 10 feet each and 30 feet for the sum of both yards if  
20 the reduction would minimize or eliminate any intrusion into the steep slope erosion hazard area  
21 or required buffer;

22                                       2) Front and rear building separations between proposed single  
23 family residences shall be a minimum of 25 feet;

3) Side building separations shall be a minimum of 10 feet;

4) The maximum lot coverage shall be calculated by deducting required non-disturbance areas from total lot size; and

5) Front, rear, and side separations shall be determined by the Director, based on location of the building in relation to other buildings and the front lot line.

\* \* \*

Section 103. Section 25.11.040 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**25.11.040 Restrictions on tree removal**

A. Tree removal or topping is prohibited in the following cases, except as provided in Section 25.11.030, or where the tree removal is required for the construction of a new structure, retaining wall, rockery, or other similar improvement that is approved as part of an issued building or grading permit as provided in Sections 25.11.060, 25.11.070, and 25.11.080:

1. All trees 6 inches or greater in diameter, measured 4.5 feet above the ground, on undeveloped lots;

2. Exceptional trees on undeveloped lots; and

3. Exceptional trees on lots in Lowrise, Midrise, commercial, and ~~((single-family))~~ neighborhood residential zones.

B. Limits on Tree Removal. In addition to the prohibitions in subsection 25.11.040.A, no more than three trees 6 inches or greater in diameter, measured 4.5 feet above the ground, may be removed in any one-year period on lots in Lowrise, Midrise, commercial, and ~~((single-family))~~ neighborhood residential zones, except when the tree removal is required for the construction of a new structure, retaining wall, rockery, or other similar improvement that is

approved as part of an issued building or grading permit as provided in Sections 25.11.060, 25.11.070, and 25.11.080.

C. Tree removal in Environmentally Critical Areas shall comply with the provisions of Section 25.09.070.

Section 104. Section 25.11.050 of the Seattle Municipal Code, last amended by Ordinance 124919, is amended as follows:

**25.11.050 General Provisions for exceptional tree determination and tree protection area delineation in ((Single-family, Residential Small Lot)) Neighborhood Residential, Lowrise, Midrise, and Commercial zones.**

A. Exceptional trees and potential exceptional trees shall be identified on site plans and exceptional tree status shall be determined by the Director according to standards promulgated by the Seattle Department of Construction and Inspections.

\* \* \*

Section 105. Section 25.11.060 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

**25.11.060 Tree protection on sites undergoing development in ((single-family)) neighborhood residential zones**

A. Exceptional trees

1. The Director may permit a tree to be removed only if:

a. The maximum lot coverage permitted on the site according to Title 23 cannot be achieved without extending into the tree protection area or into a required front and/or rear yard to an extent greater than provided for in subsection 25.11.060A.2; or

b. Avoiding development in the tree protection area would result in a

1 portion of the house being less than 15 feet in width.

2                   2. Permitted extension into front or rear yards shall be limited to an area equal to  
3 the amount of the tree protection area not located within required yards. The maximum  
4 projection into the required front or rear yard shall be 50 percent of the yard requirement.

5                   3. If the maximum lot coverage permitted on the site can be achieved without  
6 extending into either the tree protection area or required front and/or rear yards, then no such  
7 extension into required yards shall be permitted.

8   \* \* \*

Section 106. This ordinance shall take effect and be in force 180 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)

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Lish Whitson/206-615-1674	N/A

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE relating to land use and zoning; renaming Single-Family zones to Neighborhood Residential zones; amending Chapter 23.32 of the Seattle Municipal Code (SMC) at pages 1 through 107, 111 through 114, 117 through 126, 131 through 140, 142 through 214, and 216 through 221 of the Official Land Use Map; renaming Chapter 23.44 of the Seattle Municipal Code; and amending Sections 6.600.080, 11.16.240, 15.16.040, 15.17.100, 15.17.120, 15.17.150, 15.32.200, 15.32.300, 22.801.200, 22.900C.010, 23.04.010, 23.30.010, 23.30.030, 23.34.006, 23.34.010, 23.34.011, 23.34.012, 23.34.013, 23.34.014, 23.34.018, 23.34.072, 23.34.089, 23.40.006, 23.41.004, 23.41.008, 23.42.052, 23.42.056, 23.42.058, 23.42.106, 23.42.108, 23.42.110, 23.42.112, 23.42.122, 23.42.124, 23.42.130, 23.44.002, 23.44.006, 23.44.008, 23.44.010, 23.44.011, 23.44.012, 23.44.013, 23.44.014, 23.44.016, 23.44.017, 23.44.019, 23.44.020, 23.44.021, 23.44.022, 23.44.024, 23.44.028, 23.44.034, 23.44.035, 23.44.036, 23.44.041, 23.44.046, 23.44.060, 23.45.514, 23.45.518, 23.45.527, 23.45.536, 23.45.550, 23.45.578, 23.47A.014, 23.47A.040, 23.50.024, 23.50.030, 23.51A.002, 23.51B.002, 23.53.006, 23.53.010, 23.53.015, 23.53.030, 23.54.015, 23.54.020, 23.55.012, 23.55.015, 23.55.020, 23.57.005, 23.57.008, 23.57.009, 23.57.010, 23.58C.050, 23.69.024, 23.71.012, 23.71.030, 23.71.036, 23.72.004, 23.72.010, 23.84A.048, 23.86.006, 23.86.007, 23.86.008, 23.86.010, 23.90.019, 23.91.002, 25.05.800, 25.08.225, 25.09.240, 25.09.260, 25.11.040, 25.11.050, and 25.11.060 of the Seattle Municipal Code.

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

This bill would implement Ordinance 126456 by making a series of changes to the Seattle Municipal Code to rename single-family zones to neighborhood residential zones. Ordinance 126456 made related changes to the City’s Comprehensive Plan, changing “single-family areas” to “neighborhood residential areas.” Zoning district names would be updated on the zoning map and in the Land Use Code (Title 23 of the Seattle Municipal Code (SMC)), short-term rental regulations (SMC 6.600), traffic administration regulations (SMC 11.16), street use regulations (SMC Title 15), building and construction codes (SMC Title 22), and all environmental regulations (SMC Title 25) except the Shoreline Code. Under the proposed bill:

- Single-Family 9600 (SF 9600) zones would be renamed “Neighborhood Residential 1” (NR1);
- Single-Family 7200 (SF 7200) zones would be renamed “Neighborhood Residential 2” (NR2);
- Single-Family 5000 (SF 5000) zones would be renamed “Neighborhood Residential 3” (NR3); and

- Residential Small Lot (RSL) zones would be renamed “Neighborhood Residential Small Lot” (RSL).

No substantive effect is anticipated or intended from these changes.

## 2. CAPITAL IMPROVEMENT PROGRAM

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

## 3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? \_\_\_ Yes \_\_\_X\_\_\_ No

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

No

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

No

## 4. OTHER IMPLICATIONS

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

No

b. Is a public hearing required for this legislation?

Yes, a public hearing will be scheduled held in the City Council’s Land Use and Neighborhoods Committee.

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

Yes. Notice will be published in the Daily Journal of Commerce.

d. Does this legislation affect a piece of property?

While the proposal would change the name of areas on the zoning map, no substantive affects would result from the proposal.

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 proposed bill is intended to be an initial step in addressing the segregation that has resulted in keeping most of the City’s residential land in single-family land use. The intent of the bill is to provide a more expansive term for zones currently called single-family in order

to allow for a broader and deeper dialogue regarding the future of the City’s residential neighborhoods as part of the City’s next major update to the Comprehensive Plan and to better reflect the mix of uses in these areas. This discussion will need to grapple with the racist history of “single-family” zoning and its role in the displacement of BIPOC households. As part of its work leading the major update of the Comprehensive Plan, OPCD is preparing an outreach and engagement plan that will include language access.

**f. Climate Change Implications**

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

No

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

No

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

Not applicable

**List attachments/exhibits below:**

None





## Legislation Text

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**File #:** CB 120235, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to historic preservation; imposing controls upon 802 16th Avenue, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

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

WHEREAS, the Landmarks Preservation Board (“Board”), after a public meeting on January 20, 2021, voted to approve the nomination of the improvement located at 802 16th Avenue and the site on which the improvement is located (which are collectively referred to as “802 16th Avenue”) for designation as a landmark under SMC Chapter 25.12; and

WHEREAS, after a public meeting on March 17, 2021, the Board voted to approve the designation of 802 16th Avenue under SMC Chapter 25.12; and

WHEREAS, on May 19, 2021, the Board and 802 16th Avenue’s owner agreed to controls and incentives to be applied to specific features or characteristics of the designated landmark; and

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

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

Section 1. Designation. Under Seattle Municipal Code (SMC) 25.12.660, the designation by the

Landmarks Preservation Board (“Board”) of the improvement located at 802 16th Avenue and the site on which the improvement is located (which are collectively referred to as “802 16th Avenue”) is acknowledged.

A. Legal Description. 802 16th Avenue is located on the property legally described as:

Lot 1, Block 23, Supplementary Plat of Edes & Knight Addition to the City of Seattle, according to the plat thereof recorded in Volume 2, Page 194 in King County, Washington.

B. Specific Features or Characteristics Designated. Under SMC 25.12.660.A.2, the Board designated the following specific features or characteristics of 802 16th Avenue:

1. The site.
2. The exterior of the house (including the stained glass windows).

C. Basis of Designation. The designation was made because 802 16th Avenue is more than 25 years old; has significant character, interest, or value as a part of the development, heritage, or cultural characteristics of the City, state, or nation; has integrity or the ability to convey its significance; and satisfies the following SMC 25.12.350 provisions:

1. It is associated in a significant way with a significant aspect of the cultural, political, or economic heritage of the community, City, state or nation (SMC 25.12.350.C).
2. It embodies the distinctive visible characteristics of an architectural style, or period, or of a method of construction (SMC 25.12.350.D).
3. It is an outstanding work of a designer or builder (SMC 25.12.350.E).

Section 2. Controls. The following controls are imposed on the features or characteristics of 802 16th Avenue that were designated by the Board for preservation:

A. Certificate of Approval Process.

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

features or characteristics of 802 16th Avenue that were designated by the Board for preservation.

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

a. Any in-kind maintenance or repairs of the features or characteristics of 802 16th Avenue that were designated by the Board for preservation.

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

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

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

3) An Exceptional Tree per City of Seattle regulations.

c. Planting of new trees in locations that will never obscure the view of designated features of the landmark, nor physically undermine a built feature of the landmark.

d. Planting or removal of shrubs, perennials, or annuals, in locations that will never obscure the view of designated features of the landmark, nor physically undermine a built feature of the landmark.

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

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

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

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

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

a. The owner shall submit to the CHPO a written request for the alterations or significant

changes, including applicable drawings or specifications.

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

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

3. CHPO approval of alterations or significant changes to the features or characteristics of 802 16th Avenue that were designated by the Board for preservation is available for the following:

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

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

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

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

e. Installation of improvements for safety or accessibility compliance.

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

g. Changes to exterior paint colors when painting a previously painted material. If the

proposed color is similar to the existing, staff may be able to determine it to be in-kind maintenance.

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

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

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

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

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

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

Section 3. Incentives. The following incentives are granted on the features or characteristics of 802 16th Avenue that were designated by the Board for preservation:

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

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

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

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

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

Section 5. 802 16th Avenue is added alphabetically to Section I, Residences, of the Table of Historical Landmarks contained in SMC Chapter 25.32.

Section 6. The City Clerk is directed to record a certified copy of this ordinance with the King County Recorder's Office, deliver two certified copies to the CHPO, and deliver one copy to the Director of the Seattle Department of Construction and Inspections. The CHPO is directed to provide a certified copy of this ordinance to 802 16th Avenue's owner.

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

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 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.

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Monica Martinez Simmons, City Clerk

(Seal)

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

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

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

### **1. BILL SUMMARY**

#### **Legislation Title:**

AN ORDINANCE relating to historic preservation; imposing controls upon 802 16th Avenue, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

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

The attached legislation acknowledges the designation of 802 16th Avenue as a historic landmark by the Landmarks Preservation Board, imposes controls, grants incentives, and adds 802 16th Avenue to the Table of Historical Landmarks contained in SMC Chapter 25.32. The legislation does not have a financial impact.

Construction of the house at 802 16th Avenue began in 1900. The property is located in the Central District neighborhood. A Controls and Incentives Agreement has been signed by the owner and has been approved by the Landmarks Preservation Board. The controls in the agreement apply to the site and the exterior of the house, but do not apply to any in-kind maintenance or repairs of the designated features.

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

Does this legislation create, fund, or amend a CIP Project?      ☐ Yes ☒ 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.

Is there financial cost or other impacts of *not* implementing the legislation?  
No.

### **4. OTHER IMPLICATIONS**

a. Does this legislation affect any departments besides the originating department?  
No.



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

No.

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

No.

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

Yes, see attached map.

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

This building was home to the Sisters of Immaculate Conception Church from 1919-1972, and their legacy is still remembered in the community. The public noted the convent's significance to the neighborhood, and the importance of preserving this residence as so many in the neighborhood have been demolished. The legislation does not have a negative impact on vulnerable or historically disadvantaged communities. A language access plan is not anticipated.

**f. Climate Change Implications**

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

This legislation supports the sustainable practice of preserving historic buildings and their embodied energy. Reuse and restoration of a building or structure reduces the consumption of new natural resources, and the carbon emissions associated with new construction. Preservation also avoids contributing to the ever-growing landfills.

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

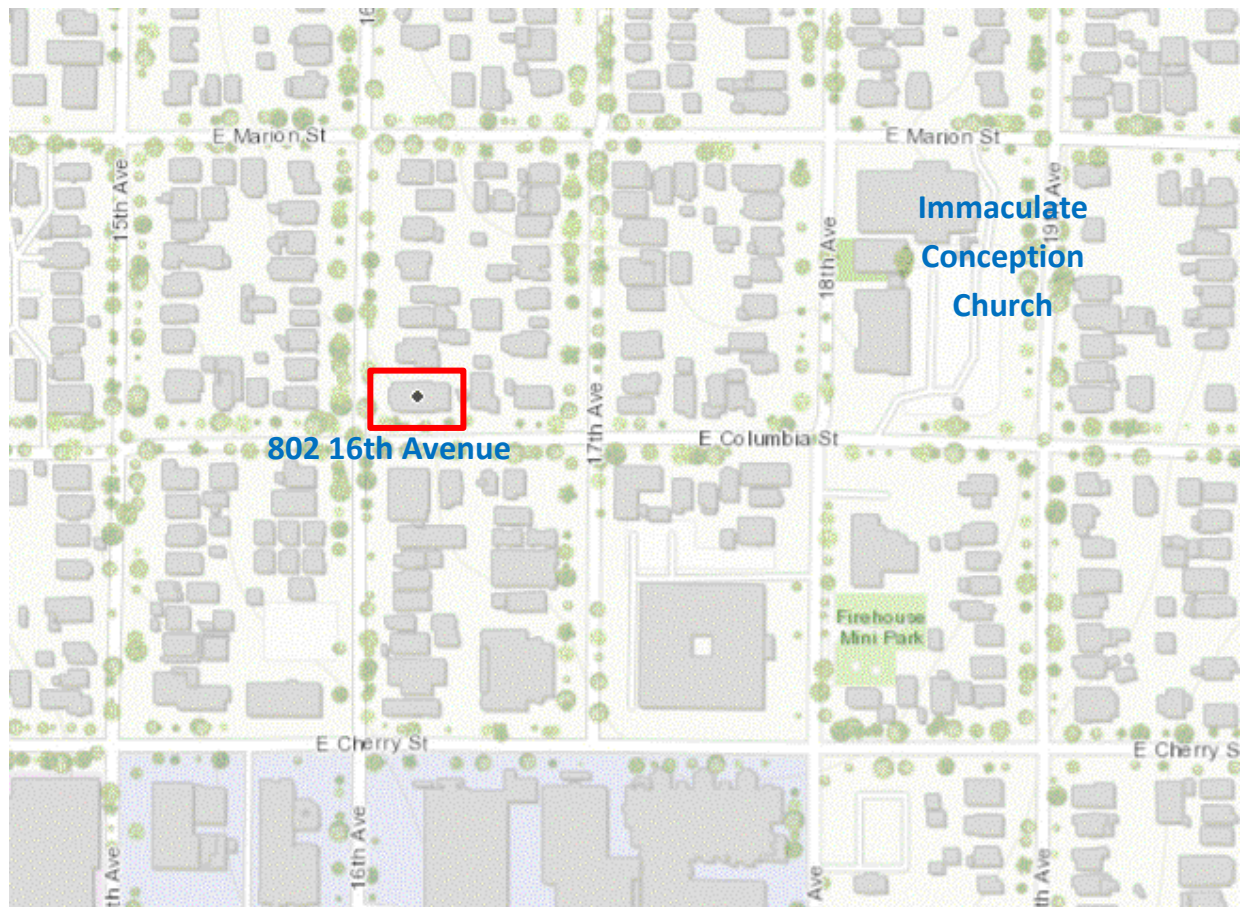
Many historic buildings possess materials and craftsmanship that cannot be duplicated today. When properly maintained and improved, they will benefit future generations, and surpass the longevity of most of today's new construction. They can also support upgraded systems for better energy performance, and these investments typically support local or regional suppliers, and labor industries.

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

No new initiative or programmatic expansion.

**List attachments/exhibits below:**

Summary Exhibit A – Vicinity Map of 802 16th Avenue



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



## Legislation Text

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**File #:** CB 120164, **Version:** 2

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into an agreement with the Woodland Park Zoological Society for operation and management of the Woodland Park Zoo.

WHEREAS, the City currently owns the public zoological gardens located in Seattle commonly known as the Woodland Park Zoo; and

WHEREAS, the Woodland Park Zoological Society is a nonprofit benefit corporation organized in 1965 for charitable, scientific, and educational purposes for the study and promotion of zoology and wildlife conservation and for the education and recreation of the public; and

WHEREAS, in 2000, the Washington State Legislature adopted Chapter 35.64 of the Revised Code of Washington to authorize certain cities, including The City of Seattle, to enter into contracts with nonprofit corporations or other public organizations to manage and operate their zoos and aquariums; and

WHEREAS, The City of Seattle and the Woodland Park Zoological Society believe that the proposed Agreement will provide the greatest opportunity for success of the Zoo to continue to fulfill its mission in education, conservation of wildlife, recreation, providing benefits to the residents of Seattle, and developing the Zoo as an important civic asset, cultural resource, and attraction; NOW, THEREFORE,

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

Section 1. As requested by the Superintendent of Seattle Parks and Recreation and recommended by the Mayor, the Superintendent is hereby authorized to enter into an agreement ("Agreement"), substantially in the

form of Attachment 1 to this ordinance, between The City of Seattle, acting through Seattle Parks and Recreation, and the Woodland Park Zoological Society (WPZS), a nonprofit public benefit corporation in the State of Washington.

Section 2. The Superintendent is authorized to manage the Agreement on behalf of the City under the terms therein and provide such approvals as may be necessary or desirable to carry out the Agreement. The Superintendent shall administer the agreement in full consultation with the City Council by transmitting all information, drafts, and proposals, including the Long-Range Plan contemplated by the agreement, to Council in a timely fashion. The Superintendent is further and specifically authorized to execute and perform such ancillary and related agreements as reasonably deemed necessary to carry out the terms of the Agreement.

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 \_\_\_\_\_, 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.

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Monica Martinez Simmons, City Clerk

(Seal)

**Attachments:**

Attachment 1 - (Proposed) Woodland Park Zoo Operations and Management Agreement

# **WOODLAND PARK ZOO OPERATIONS AND MANAGEMENT AGREEMENT**

## **OPERATIONS AND MANAGEMENT AGREEMENT**

This Woodland Park Zoo Operations and Management Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2021, by and between THE CITY OF SEATTLE, a Washington first class city (“City”), acting through its SEATTLE PARKS AND RECREATION department (“SPR”), and the WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington nonprofit corporation (“WPZS”) (collectively, the “Parties”).

### **RECITALS**

WHEREAS, the City owns the public zoological gardens commonly known as the Woodland Park Zoo (“the Zoo”). The Zoo is located on certain park land owned by the City shown in Exhibit 1 and legally described in Exhibit 2 both attached hereto; and

WHEREAS, WPZS is a nonprofit corporation organized in 1965 for charitable, scientific and educational purposes for the study and promotion of zoology and wildlife conservation and for the education and recreation of the public. WPZS initially funded and provided a limited range of services in support of SPR at the Zoo, including educational programs and activities; wildlife and habitat conservation efforts; marketing, management and operation of Zoo food and gift services; and fundraising; and

WHEREAS, in 1995, the Zoo Commission II, appointed by the Mayor of Seattle, concluded that nonprofit management and stable public funding would result in increased private contributions and allow the Zoo to continue to develop and realize its potential for leadership and education and conservation; and

WHEREAS, the City and WPZS desired to enter into a mutual benefit agreement that would continue City ownership of the grounds and facilities, with WPZS managing the day-to-day operations of the Zoo. Accordingly, the first Woodland Park Zoo Operations and Management Agreement, the (“Prior Agreement”), was approved by the City Council by ordinance that became effective in January 2002 and signed by the appropriate representatives of the City of Seattle and the Board of Woodland Park Zoological Society; and

WHEREAS, the Prior Agreement reflected a collaboration between the independent non-profit WPZS and the City under which both parties brought unique resources and capabilities to the relationship for the public benefit of the City and enhancement of zoological offerings in the Pacific Northwest; and

WHEREAS, with the Prior Agreement expiring on February 28, 2022, WPZS and the City now seek to update and renew this agreement prior to such date. This Agreement continues the collaboration between WPZS and the City; and

WHEREAS, the Zoo is a world-class zoo that emphasizes wildlife conservation, animal welfare and, the provision of extraordinary visitor experiences, all empowering visitors to make conservation a priority in their lives; and

WHEREAS, the Zoo and WPZS have been accredited by the Association of Zoos and Aquariums (“AZA”) since the program’s inception in the 1980s and is certified by American Humane Society for animal welfare; and



WHEREAS, the Zoo, under WPZS stewardship, has historically been the second most awarded zoo in North America by the AZA. Awards range from exhibit design, education programs, wildlife conservation, youth empowerment and volunteer programs; and

WHEREAS, the Zoo is a global leader in wildlife conservation, and in addition to inspiring and educating visitors on the role they can play in conservation, the Zoo takes direct steps to save critically threatened and endangered species within Washington State and around the world. Total conservation spending by the Zoo has increased over the years, adding to total contributions of \$14.1 million towards saving threatened species and habitats during the recent 10-year period of 2009 to 2018, including expansion of its Living Northwest program which resulted in saving the only native species of turtles in Washington State from extinction, as well as supporting other local animal conservation and species recovery programs; and

WHEREAS, WPZS innovation in wildlife conservation has been recognized by the United Nations as a model for community-based conservation programs for conservation work in Papua New Guinea; and

WHEREAS, WPZS has rapidly expanded outreach programs beyond the Zoo grounds, including an innovative Mobile Zoo, citizen science programs such as “Coexistence with Carnivores,” a Youth Climate Action Program focused on mentoring the next generation of conservationists, as well as partnerships with many community groups in our region to make widely available opportunities to join our social movement for conservation; and

WHEREAS, WPZS has embarked on an ambitious Diversity, Equity and Inclusion (DEI) journey that monitors and sets goals for the composition of its visitors, volunteers, staff workforce, board of directors, and contractors. Since adoption of this DEI strategy in 2018, all staff and

volunteers have received DEI training. WPZS has received a major federal grant to diversify its 1000+ volunteer workforce with inclusion training. As part of this DEI strategy, racial and ethnic diversity among WPZS staff rose from 16% to 21% between 2016 and 2018; and

WHEREAS, WPZS seeks to inspire, educate, advocate for, and empower people to support wildlife conservation both locally and around the world. Through conservation leadership, educational programming, outreach, volunteerism and community access programs, WPZS engages a diverse community to inspire a broad social movement for wildlife conservation. As part of its efforts to grow the inclusion of audiences of all abilities, WPZS joined Special Olympics USA, and is a gold partner of the Down Syndrome Community of Puget Sound, and a founding member of WIN, the Welcome Inclusion Initiative of Washington State; and

WHEREAS, WPZS by 2014 had nearly doubled its access program offerings and reached the level of 100,000 free or reduced admissions provided annually by 2017, making it one of the largest access programs in the cultural sector in Washington State. Through these programs, WPZS has been visited by 820,000 students, teachers and chaperones over the last 10 years, with more than 1/3 of these visits coming from low-income schools and supported through the Zoo's free admission Community Access Programs. Furthermore, WPZS has distributed tickets through 600 community-based service organizations, such as Mary's Place, the Wounded Warrior Project, and Treehouse; and

WHEREAS, as a major regional cultural institution, the Zoo draws both local residents and visitors from around the world, connecting approximately 1.39 million guests annually (2019 total) with its more than 1,100 animals from 300 species, many of which are critically threatened or endangered. The Zoo is one of the most visited cultural attractions in the greater Seattle region,

with visitors coming from every county in Washington State and every state in the USA. With approximately 33,000 member households as of 2019, WPZS has one of the largest memberships of any environmental or cultural organizations in the Greater Seattle area; and

WHEREAS, the Zoo operates on and activates the City's 92-acre park and gardens Premises, providing a green oasis in the fast-growing city of Seattle, connecting visitors to nature, providing a park where families and individuals of all cultural, economic and social backgrounds can come to re-connect with each other and with nature; and

WHEREAS, an economic impact study covering the recent 10-year period of 2009 to 2018 estimated that Zoo operations generated a combined direct, indirect, and induced revenue impact of approximately \$833.8 million and the Zoo's visitors generated an estimated revenue impact of \$981 million for the state of Washington; and

WHEREAS, WPZS has embarked on a sustainability program to reduce its ecological footprint, which has resulted in a 10% reduction of the Zoo's carbon footprint below its 2009 baseline. Strong composting and recycling programs have diverted nearly 81% of waste away from landfills. Its ZooDoo compost ranks as one of the most sought-after compost options by Seattle gardeners. Single-use plastic bottles and straws have been eliminated from Zoo sales; and

WHEREAS, in order to establish meaningful reduction goals in the areas of electric energy, water, natural gas and carbon/transportation, the Zoo has committed to investing in the utility analysis infrastructure and other systems that will be necessary to achieve such specific, metrics-based goals that will be included in the Zoo's new Long-Range Plan. Such infrastructure will include: (a) consolidated metering to monitor and facilitate reduction in greenhouse gas emissions from zoo operations; (b) systems that enable stormwater and grey water reuse as well as smart

irrigation; (c) measures to achieve greenhouse gas emission reductions for new construction projects consistent with the City’s guidelines for City buildings; (d) waste reduction through composting and the Zoo’s popular ZooDoo program; and (e) striving for migration to an all alternative fuel vehicle fleet; and

WHEREAS, the Zoo’s original Long-Range Physical Development Plan was approved by the City in 2002, and major elements such as Banyan Wilds, Zoomazium, and many updated exhibits, such as for penguins and jaguars, have been accomplished. With input and approval from the City, WPZS intends to update its Long-Range Physical Development Plan within five years of the renewal of this Agreement to enhance the City Premises, improve visitor experiences, animal welfare, environmental sustainability, diversity, equity and inclusion, and accessibility, while reinforcing its economic viability and validating broad community support; and

WHEREAS, King County leaders and voters continued to recognize the regional impact of the Zoo by approving significant funding for the Zoo in County park taxes through votes in 2008, 2013 and 2018; and

WHEREAS, in 2014, City voters approved the formation of the Seattle Park District to provide additional funding for park and recreation purposes through Seattle Parks and Recreation; and

WHEREAS, since 2002 WPZS has raised funds for and invested nearly \$42 million in new capital construction projects, infrastructure upgrades and repairs to successfully maintain the Zoo’s public assets to modern accreditation and compliance standards as well as generating operating support for WPZS; and

WHEREAS, since 2002 the City has demonstrated its ongoing support for the Zoo by providing a total of approximately \$169 million in direct financial assistance to WPZS as well as providing additional assistance through property use rights and other accommodations; and

WHEREAS, WPZS has increased private support, philanthropy and earned revenue, so that the portion of public support from the City and the County for general operations of the Zoo has decreased from 40% in 2002 to 27% in 2018, thus proving the theory of change established by the Zoo commission established by the City; and

WHEREAS, the City and WPZS continue to believe that this Agreement represents the greatest opportunity for the Zoo to succeed in fulfilling the Parties' shared mission of wildlife conservation and education, and to provide benefits to the people of Seattle as an important civic asset and cultural resource; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 “Acceptable Work Site” is defined as a Work Site that is appropriate, productive, and safe for all workers. An Acceptable Work Site is free from behaviors that may impair

production or undermine the integrity of the work conditions including but not limited to job performance, safety, productivity, or efficiency of workers.

1.2 “Agents” is defined below in Section 31.3.

1.3 “Annual Report” shall mean the annual report prepared by WPZS pursuant to Section 16.1.

1.4 “AZA” shall mean the Association of Zoos and Aquariums or its successor as the nationally recognized agency for accrediting zoos.

1.5 “Business Day” shall mean Monday through Friday, excluding Saturday, Sunday, and City holidays.

1.6 “CEO” shall mean the Chief Executive Officer of the Zoo, or functional successor, as determined by WPZS.

1.7 “City” shall mean the City of Seattle, a Washington first class city, and all of its boards, commissions, departments, agencies and other subdivisions.

1.8 “City Council” shall mean the City Council of the City of Seattle.

1.9 “Code” shall mean the Seattle Municipal Code, as it may be amended from time to time.

1.10 “Director of Finance” shall mean the City’s Director of Finance or functional successor.

1.11 “Effective Date” shall mean March 1, 2022.

1.12 “Environmental Laws” is defined below in Section 24.1.1.

1.13 “Events of Default” is defined below in Section 22.1.

1.14 “Fiscal Year” shall mean a twelve- (12-) month period beginning on January 1 of each calendar year and ending on December 31 of the same calendar year.

1.15 “Force Majeure” is defined below in Section 20.

1.16 “Hazardous Material” is defined below in Section 24.1.2.

1.17 “Long-Range Plan” or “Plan” shall mean the Long-Range Physical Development Plan required under this Agreement, or any successor thereto.

1.18 “Losses” is defined below in Section 24.3.

1.19 “Major Maintenance Support” is defined below in Section 5.2.3.

1.20 “Neighborhood Parks” shall mean the two (2) neighborhood parks on the Premises, one at 50<sup>th</sup> Street and Phinney, and the other at 59<sup>th</sup> Street and Phinney.

1.21 “Off-Site Facility” is defined below in Section 3.1.

1.22 “Operations Support” is defined below in Section 5.2.1.

1.23 “Personal Property” shall mean the furniture, furnishings, and articles of moveable personal property brought onto the Premises by or for account of the WPZS, either prior to or during the Term of this Agreement, without expense to the City, and which can be removed without structural or other material damages to the Premises. Personal Property does not include items set out in Section 9.2.

1.24 “Premises” or “Zoo Premises” is defined in Section 3.1.

1.25 “Prior Agreement” shall mean the Woodland Park Zoo Operations and Management Agreement between the Parties authorized by City Ordinance 120697 and effective March 1, 2001.

1.26 “Property” shall mean the City’s Zoo property, consisting of the Premises and including all buildings and items set out in Section 9.2 below, as well as any items of personal property the City may from time to time bring or cause to be brought onto the Premises at the City’s expense and with WPZS’s concurrence for Zoo use.

1.27 “Public Affairs Committee” shall mean the committee of the same name formed by the WPZS Board, or its functional successor.

1.28 “Release” is defined below in Section 24.1.3.

1.29 “Social Equity Work” includes WMBE, apprenticeship, Acceptable Work Sites and prevailing wage compliance as set forth in Section 11.3.

1.30 “SPR” shall mean the City’s Seattle Parks and Recreation department.

1.31 “Superintendent” shall mean the Superintendent of the City’s SPR and any person or persons designated by the Superintendent to act on behalf of the Superintendent for purposes of this Agreement.

1.32 “Termination Date” is defined below in Section 2.1.

1.33 “Term” is defined below in Section 2.1.

1.34 “Women or Minority Business Enterprise” or “WMBE” means a business that self-identifies or is certified by the Office of Minority and Women’s Business Enterprise that is at least 51 percent owned by women and/or minority group members; including African Americans, Native Americans, Asians/Pacific Islanders, and Hispanics/Latinos.

1.35 “WPZS Board” shall mean the Board of Directors of the Woodland Park Zoological Society.

1.36 “Zoo” shall mean the public zoological gardens and related facilities operated on the Premises, commonly known as Woodland Park Zoo, which is the subject of this Agreement.

1.37 “Zoo Animals” shall mean all animals owned by WPZS, and all animals acquired by WPZS during the Term, but excludes animals on loan from or to other zoos under AZA auspices.



1.38 “Zoo Animal Records” shall mean reasonable records pertaining to the veterinary treatment of Zoo Animals cared for at the Zoo, but excludes records at other institutions of animals on loan from or to other zoos.

1.39 “Zoo CapEx Project(s)” shall mean any capital improvement, non-routine maintenance, construction, alteration, or repair projects for which independent contractors are retained.

1.40 “Zoo Purposes” shall mean all purposes related to Zoo operations and development either on the Premises or elsewhere, including but not limited to cultural, charitable, scientific, research, educational, animal health and welfare, wildlife and habitat conservation programs and activities, as well as events, grounds, gardens, parks and exhibits, including WPZS administration and operations in support of these purposes.

## Section 2. Term of Agreement.

2.1 Term. The Term of this Agreement shall begin on the Effective Date and expire on December 31, 2041 (the “Termination Date”) unless extended or terminated sooner as provided herein.

2.2 Option to Extend Term. The Term of this Agreement may be extended by the Superintendent, subject to City Council approval, by mutual written agreement for additional periods of up to ten (10) years beyond the initial Termination Date if WPZS submits a written request for such an extension to the Superintendent at least six (6) months before the initial Termination Date and is not in Default at the time the request is made or on the initial Termination Date. Any such extension shall serve as a renewal term of this Agreement under RCW 35.64.010(1) rather than a separate renewal contract under RCW 35.64.010(2). If extended, the

Termination Date shall be no later than December 31, 2051, the date falling one day before the tenth anniversary of the extension of this Agreement.

Section 3. Management and Operation of Premises and Personal Property.

3.1 Premises. Subject to the terms, covenants and conditions set forth in this Agreement, WPZS shall exclusively manage and operate the Zoo Premises, comprising (a) approximately ninety-two (92) acres of land and improvements owned by the City and depicted on Exhibit 1 and as described in Exhibit 2 both attached hereto, on which the Zoo is currently operated, and (b) the property located at 22327 Southeast 464<sup>th</sup> Street, Enumclaw, Washington, and consisting of approximately 120 acres including a house, outbuildings, and barn, owned by the City and used as an off-site breeding facility for the Zoo (the “Off-Site Facility”), collectively referred to as the “Premises” or “Zoo Premises.” The Parties may expand the Premises to include additional sites for Zoo use by executing an amendment to this Agreement pursuant to Section 31.10.

3.2 Property.

3.2.1 Real Property. The Parties hereto acknowledge that real property on the Premises, including the land and all improvements (including buildings) is owned by the City and operated under the jurisdiction of SPR. The structure that shelters the Historic Carousel is City property. The Historic Carousel is WPZS property.

3.2.2 Personal Property. The Parties hereto acknowledge that Personal Property, including the Zoo Animals, is owned by WPZS. WPZS shall properly care for Zoo Animals and maintain all Personal Property in good condition and repair and shall replace with items of good quality any Personal Property that becomes inoperable or unusable if such item is necessary for the operation of the Zoo in WPZS's reasonable discretion. WPZS shall pay all taxes levied or assessed on Personal Property at least ten (10) days prior to delinquency and shall, on City's request, deliver satisfactory evidence of such payment to City.

3.3 Use of the Premises.

3.3.1 Required Use. WPZS shall use and continuously occupy the Property during the Term solely for Zoo Purposes, including the operation of a public zoological gardens and related and incidental purposes and programs, including but not limited to conservation, education, research, enterprise operations in support of the Zoo, and visitor services, in accordance with this Agreement and the Long-Range Plan, and for no other purpose.

Notwithstanding the foregoing, WPZS shall maintain and operate the Woodland Park Rose Garden and the Neighborhood Parks as they are being used and/or utilized on the Effective Date, with the understanding that these spaces are primarily used for park, recreation, and open space purposes incidentally related to Zoo Purposes, provided that SPR will have responsibility for the maintenance and upkeep of the children's play area in the park at 59<sup>th</sup> Street and Phinney. SPR retains the sole right to determine the use and approve any changes to the Woodland Park Rose Garden and the Neighborhood Parks,

after reasonable consultation with WPZS. If SPR materially changes the Woodland Park Rose Garden or the use of its site, WPZS shall no longer be required to maintain it.

Additionally, the water standpipe on the western perimeter of the Zoo will continue to be managed by the City.

Section 4.     No Illegal Uses or Nuisances. WPZS shall not use or occupy any of the Premises, and shall not permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, and shall not permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of Washington. WPZS shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises.

Section 5.     Maintenance and Operations.

5.1.1   WPZS Responsibility. WPZS shall manage, operate, maintain, and develop the Zoo consistent with its multi-faceted mission such that the Zoo retains and continues to provide public zoo services; strengthens its standing among the world's leading zoos; and provides substantial public benefits to the City and its residents and visitors as a major cultural, conservation and educational institution and attraction. Except as otherwise provided herein, WPZS shall be responsible for raising, earning or otherwise securing the funding, other than the City support committed herein, sufficient to enable it to meet its responsibilities under this Agreement. This general responsibility shall not limit the other obligations and responsibilities assigned to WPZS under this Agreement.

5.1.2 Required Permits, Licenses and Accreditation. Throughout the Term (including any extensions thereof), WPZS shall cause both itself and the Zoo to be at all times:

- (a) accredited by the AZA;
- (b) licensed with the United States Department of Agriculture; and
- (c) licensed by Public Health – Seattle and King County.

Any failure on the part of WPZS to comply with this Section shall constitute a default.

5.2 City Funding. For the duration of the Term of this Agreement, the City will provide two forms of ongoing support payments as set out in this section and subject to the terms and conditions of this Agreement.

5.2.1 Operations Support Payments and Escalation. Subject to Section 5.2.2, the City shall transfer to WPZS an annual operations support payment (“Operations Support”) equal to \$7,620,887 in 2022, the first Fiscal Year of this Agreement. For each year thereafter, the Operations Support shall be escalated by the increase in the Consumer Price Index for Urban Consumers for the Seattle-Tacoma-Bremerton area, or its functional, widely recognized and utilized successor index as determined by City, measured as of June 30 of the prior year. The Operations Support shall be paid to WPZS in twelve (12) equal monthly installments on or before the fifteenth (15<sup>th</sup>) day of each month. The parties acknowledge that the Effective Date is not the first day of a Fiscal Year, and the first year Operations Support shall be reduced pro rata. Operations Support in all subsequent years shall be calculated as if the first year’s payment had been the full annual amount.

5.2.2 Operations Support Fund Appropriation; Fiscal Emergency. City payment of Operations Support each Fiscal Year shall be contingent on City legislative appropriation of funding sufficient for such payment. The Superintendent will request such annual appropriation either from the City through City Council approval or from the Park District through Park District Governing Board approval. The payment of the Operations Support in any Fiscal Year shall also be governed by and subject to the following fiscal emergency provisions. For purposes of this Agreement, a “fiscal emergency” shall arise when either total City general fund or Park District revenue for a year is reasonably projected in the City’s adopted budget to be less than the revenue projected, at the time of adoption of the budget for that next year, to be received in the previous year (the year during which the budget for the next year is adopted). In the event of a fiscal emergency, the Operations Support can be reduced from the amount provided the previous year by up to the percentage decline in expected general fund or Park District revenue or by five percent (5%), whichever is less. In subsequent years when the fiscal emergency criterion no longer applies, the Operations Support shall be adjusted annually from the prior year’s amount using the escalation factor defined in Section 5.2.1.

5.2.3 Major Maintenance Support Payments. Subject to Section 5.2.4, the City will pay WPZS an annual major maintenance support payment (“Major Maintenance Support”) to be used solely for the maintenance and improvement of the Premises consistent with Zoo Purposes. Each year as a condition for payment of Major Maintenance Support, WPZS shall provide both a list of projects to be funded by Major Maintenance Support in the Annual Plan pursuant to Section 16.2 and a list of projects funded by Major Maintenance Support in the prior year in the Annual Report pursuant to Section 16.2. The

City is providing Major Maintenance Support with the expectation that the funding will enhance the Zoo as a public amenity, preserve and improve the Premises, and remediate any pre-existing conditions that may not have been addressed during the term of the Prior Agreement. WPZS will be responsible for providing all maintenance services, deploying the Major Maintenance Support consistent with this Agreement and legal requirements, and paying the costs of any Premises maintenance needs in excess of the Major Maintenance Support payments. If WPZS discovers a latent defect or other pre-existing condition, WPZS shall prioritize application of Major Maintenance Support funding to remediate the condition. In the first Fiscal Year, in 2022, City will pay an amount equal to \$2,149,470. The parties acknowledge that the Effective Date is not the first day of a Fiscal Year, and the first year's Major Maintenance Support shall be reduced pro rata. For each year thereafter, the Major Maintenance Support shall be escalated by the increase in the Consumer Price Index for Urban Consumers for the Seattle-Tacoma-Bremerton area, or its functional, widely recognized and utilized successor index as determined by City, measured as of June 30 of the prior year.

5.2.4 Major Maintenance Support Fund Appropriation; Fiscal Emergency. City payment of Major Maintenance Support each Fiscal Year shall be contingent on City legislative appropriation of funding sufficient for such payment. The Superintendent will request such annual appropriation either from the City through City Council approval or from the Park District through Park District Governing Board approval. In the event of a fiscal emergency, as defined in Section 5.2.2, the City may in its sole discretion reduce or withhold Major Maintenance Support Payment for the duration of the fiscal emergency. In subsequent years, when the fiscal emergency criterion no longer applies, City will resume

Major Maintenance Support Payments without obligation to reimburse WPZS for any payments missed or reduced during the fiscal emergency.

5.2.5 Grant Funding. To enhance Zoo programs and benefits, the City agrees to work cooperatively with WPZS, at the request of WPZS, with respect to WPZS' grant funding goals for the Zoo. The City will allow WPZS to apply for grants in the City's name for which the Society might not otherwise be eligible subject to prior approval by the Superintendent, which may be contingent on authorization from the City Council. The City Council retains the right to accept or not accept such grant funds so applied for. All grants to the City received for the Zoo shall be transferred to WPZS within thirty (30) days of the receipt of the grant funds, if permitted by the terms of the grant. In no event shall a grant be accepted where it would require encumbering the Property with a deed, covenant or other restriction on title, unless first authorized by the City Council.

5.3 County Funding. The Parties acknowledge that funding provided to WPZS in support of Zoo Purposes from County parks levies has been an important element of public support for the Zoo, replacing a portion of funding formerly provided by the City under the Prior Agreement. The Superintendent agrees, to the extent allowed by law, to take reasonable action to advocate for the continued inclusion in future County parks levies of funding for the Zoo in amounts not less than funding provided to support the Zoo in the most recent County levy that included such funding. In the event the County fails to include such funding in future levies, or County voters reject any such proposed levy that includes such funding, the Parties agree to make a reasonable good faith effort to identify sufficient alternative resources for Zoo operations or otherwise modify this Agreement such that WPZS may continue to perform its functions under this Agreement. If County levy funding remains unavailable and is not replaced, WPZS may



request permission to reduce or change services and operations under this Agreement to a level commensurate with funds available to WPZS and City shall not unreasonably withhold, condition or deny such request.

Section 6. City Financing. If requested by WPZS, the City will consider issuing debt for capital purposes at the Zoo. Funding for debt service on such debt shall be the responsibility of WPZS unless otherwise agreed by the City. The decision whether to issue debt will be in the sole discretion of the City and subject to such terms and conditions as the City may require. In the event WPZS fails to provide funds to pay debt service on any such City debt in a timely fashion, the City may in its discretion or as otherwise agreed in writing pay such debt service from its own funds and will reduce its payments under Section 5.2 by a corresponding amount.

Section 7. Accessibility and Neighborhood Impacts. The Parties will continue to collaborate to facilitate public access to the Zoo consistent with the character of the neighborhood and to improve access by disadvantaged persons and families. The new Long-Range Plan contemplated under this Agreement will address accessibility issues and neighborhood impacts.

Section 8. Long-Range Plan. The Parties reaffirm their mutual intent that the Zoo's physical plan continues to evolve through improvements consistent with a Long-Range Plan mutually acceptable to the WPZS and the City.

a. WPZS shall develop the Long-Range Plan in close collaboration with the Superintendent to ensure that any improvements to City property are consistent with City purposes and comply with SPR's standards for construction of major improvements to SPR's facilities. The

Parties shall consult and collaborate as the planning process proceeds. WPZS's collaboration with the City shall include, at a minimum, periodic updates for the Superintendent on Plan development (including in the Annual Report), and inclusion of City representatives selected by the Superintendent on WPZS committees or work groups preparing the Long-Range Plan. A purpose of the consultation and collaboration process is to identify and resolve any SPR concerns or questions about any aspect of such Plan as it evolves before its formal submission to the Superintendent for the City's review and approval set out in Section 8(b). The Plan shall consider and address the guiding principles identified in Exhibit 4 hereto. It is the Parties' mutual expectation to have a Plan that provides WPZS with sufficient certainty and direction for the future development of the Zoo in a manner that also respects the City's priorities for stewardship of its Zoo assets. The Parties acknowledge that development or improvement of specific projects identified in the Plan must also comply with all applicable City ordinances, land use requirements, and other regulatory requirements in effect at the time any such projects are undertaken. Within five (5) years of the Effective Date of the City ordinance approving this Agreement, WPZS shall submit to the Superintendent a new Long-Range Plan that has been prepared through the consultation and collaboration process for the City's review and approval.

b. The Superintendent shall review the proposed Plan and may provide preliminary approval of the Plan or identify in writing any remaining concerns about the Plan as submitted. Alternatively, the Superintendent may provide preliminary approval of the Plan with the exception of any concerning elements or components. After providing written preliminary approval to WPZS, the Superintendent will transmit for Council review the Plan, or any portions of the Plan approved by the Superintendent. Council will retain full discretion to approve, reject, or approve in part the Plan or any portion of the Plan preliminarily approved by the Superintendent. On

approval by Council via resolution or other mechanism Council determines to be appropriate, the City will be deemed to have approved the Plan. Any portion of the Plan not approved by either the Superintendent or Council will be deemed disapproved. If the City approves the Plan in part, WPZS may then implement the resulting modified Plan except for the elements or components of concern that were not approved. The Parties may continue to work together to resolve the City's concerns as stated by the Superintendent or Council about any disapproved elements or components for a period of up to two (2) years after submission in order to achieve a final approved Plan, or WPZS may accept the City's decision to approve the Plan in part, in which case the requirement that the City approve a Plan within two (2) years of submission by WPZS shall be deemed to have been satisfied and WPZS may no longer terminate this Agreement as provided in Section 22.3.

c. In the event the City does not approve the Long-Range Plan, or, if applicable, excepted elements of the Plan, within two (2) years of submission, WPZS and SPR will confer in good faith to determine whether to continue to seek agreement on a revised Long-Range Plan; continue operations under this Agreement without a Long-Range Plan; or take other action as the Parties may determine to be in the mutual best interest of the City and WPZS. If the City does not approve a Long-Range Plan that is reasonably acceptable to WPZS within two years of initial submission, thereafter either party may exercise its right to terminate this Agreement under Section 22.3; provided, however that neither Party may exercise its termination right under Section 22.3 if the other Party is engaging in good faith negotiation to resolve the City's concerns about the pending Plan as initially submitted; provided further, that the negotiation period shall not extend longer than four (4) years after WPZS submitted the initial Long-Range Plan.

d. WPZS agrees to use its good faith best efforts to raise the funds needed to construct the improvements contemplated in the Long-Range Plan to be adopted under this Agreement, except as provided herein. WPZS may request City funding for discrete capital improvement projects identified in the Long-Range Plan; but City approval of the Long-Range Plan shall not be construed as a commitment to fund any such project unless explicitly agreed in writing by the City. The City will consider in good faith any such request and the impact the proposed improvements would have on the City's Premises, improved access, and increased activation of the Zoo. WPZS and the City may mutually agree on project scope and financing, which may in the City's sole discretion include an additional City funding commitment with any such terms, conditions, and consideration to the City as may be appropriate for the funding commitment.

e. The Plan may include procedures for updating and amending the Long-Range Plan when necessary or otherwise appropriate if mutually agreed in writing by the Parties.

#### Section 9. Capital Improvements and Alterations.

9.1 Improvements and Alterations. Subject to Sections 9.4, 11.3, 11.4, 11.5, and 16.7, WPZS may make such capital improvements and alterations to the Premises and the Zoo facilities as WPZS shall determine in its reasonable discretion are necessary to operate the Zoo, as long as these capital improvements and alterations are in accordance with WPZS obligations under this Agreement or the Long-Range Plan.

9.2 Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, and improvements attached to or installed in the Premises shall be and remain the property of the City and shall not become WPZS Personal Property.

9.3 Other Capital Improvements and Alterations. Subject to the Non-Discrimination and Labor Harmony provisions in Section 11.3, Social Equity provisions in Section 11.4 and the Public Involvement provisions in Section 16.7, WPZS may propose such other capital improvements and alterations to the Premises and Zoo facilities as the WPZS may determine, in its reasonable discretion, are necessary to operate or improve the Zoo that may not be addressed in or are at variance from the Long-Range Plan. The Superintendent may only approve capital improvements or alterations not in the Long-Range Plan that the Superintendent determines do not rise to the level of a major improvement that should be addressed by the Plan. The Superintendent's approval or rejection of any such capital improvement or alteration shall be at the Superintendent's reasonable discretion. The Superintendent may further condition approval of any proposed capital improvement or alteration on amendment of the Long-Range Plan.

9.4 Requirements and Restrictions. WPZS may not (a) undertake any capital improvements or alterations to the Property inconsistent with the Long-Range Plan as it may be updated and approved by the City from time to time; or (b) make any capital improvements or alterations to the Property that are subject to the approval of a City department, commission or agency unless such approval has been obtained. Any major maintenance, alterations, or capital improvements made by WPZS to or on the Premises shall comply with any and all applicable local, state and federal laws, rules and regulations, including applicable Washington public works requirements, and WPZS shall obtain any required permits for such work at its expense, before proceeding with such alterations or capital improvements. The Parties affirm and agree, to the extent consistent with this Agreement and the Long-Range Plan, to continue to observe the requirements of the May 1, 2003 Memorandum of Understanding between the Parks and Recreation Department and WPZS regarding coordinated planning for and Department review of

the design and construction of WPZS capital projects, as updated to reflect this new Agreement and attached hereto as Exhibit 3. Such Memorandum may be updated and modified as the Department and WPZS may periodically agree in writing.

Section 10. Admissions.

10.1 WPZS Responsibility. Subject to the continuous provision by WPZS of public benefits as required under Section 11.1, WPZS shall have the authority to set the amount of all prices and fees for admissions, services rendered or sales made to the public or otherwise at the Zoo, including without limitation, food and drink concessions, membership passes, retail, special exhibits and other special events. City and WPZS intend that the Zoo remain affordable to individuals from all economic circumstances and particularly, to families with children. In furtherance of that goal, WPZS will continuously provide the public benefits delineated in Section 11 and Appendix A. In general, WPZS's daily general admissions pricing structure should reflect market rate pricing determined by reference to the daily general admissions pricing structures of comparable attractions in Seattle. Prior written approval by the Superintendent shall be required annually for any increases in WPZS's daily general admissions pricing structure.

10.2 Admissions Tax. The Parties acknowledge that on the execution date of this Agreement, the City exempts the Zoo from City admission taxes on admission charges. City tax policy is, however, a governmental function outside of the scope of this Agreement and is subject to change. Any change to City tax policies, including changing or withdrawing the Zoo exemption from admission taxes, will not constitute a breach of this Agreement by the City.

Section 11. Public Benefits, Equity and Inclusion.

11.1 Public Benefits. A central element of this Agreement is WPZS's commitment to the ongoing provision of certain public benefits, as described herein or as such may evolve over time. In fulfillment of WPZS's commitment, WPZS shall perform or otherwise ensure the continuing provision of the basic public benefits identified in Appendix A. Although the specific means of delivering such public benefits will evolve, WPZS will continue providing public benefits at no less than the scale and impact of the effort reflected in the current specific programs described in Appendix A. In particular, the dollar value of public benefits to be provided annually by WPZS shall escalate each year by the increase in the Consumer Price Index for Urban Consumers for the Seattle-Tacoma-Bellevue area, or its functional, widely recognized and utilized successor index as determined by the City, measured as of June 30 of the prior year.

11.1.1 Public Benefit Report. WPZS will include in each annual Public Benefits Report a description of the public benefits WPZS has provided, including at a minimum a description of the benefits provided during the reporting period, scale and impact of those public benefits, and commercially reasonable dollar valuation of those benefits. If the Superintendent reasonably determines that the value of public benefits set out in the reporting period does not equal or exceed the minimum public benefit value required for that reporting period, the Superintendent will notify WPZS of the basis for the Superintendent's determination and the dollar value of public benefits WPZS failed to provide for the reporting period. In that case, WPZS shall remedy the shortfall in the next reporting period by increasing public benefits provided and reported to include the required minimum annual value plus the dollar value of public benefits required but not delivered in the prior year. A shortfall in public benefit valuation during any reporting period will not constitute an event of default as long as WPZS has provided all agreed public benefit

services during the previous reporting period and WPZS remedies the shortfall as set out in this Section 11.1.1.

11.1.2 Financial Disruptions. The Parties understand that the ability of WPZS to continuously provide and increase the value of public benefits as required herein may be compromised by unanticipated reductions in attendance or revenue associated with economic recessions identified by the National Bureau of Economic Research (NBER) or its functional successor; emergency zoo closures; the loss of County levy funding; a reduction in City funding resulting from a fiscal emergency as provided in Sections 5.2.2 and 5.4.4; and other events beyond WPZS's reasonable control. While the WPZS will make a good faith effort to maintain public benefits under such circumstances, the City understands that the scale and value of such benefits that the Zoo can reasonably sustain during periods affected by such events may be reduced. When the impact of such events dissipates, the WPZS shall endeavor to restore the scale and value of its public benefits to the level before WPZS revenue declined as soon as reasonably possible.

11.1.3 Five-Year Review. WPZS agrees that it will provide at an initial level and value public benefits as summarized in this Section 11.1 and Appendix A. The parties recognize that over the Term of the Agreement, WPZS or the City may develop new programs and strategies that may more effectively achieve the desired outcomes and, in particular, equity outcomes. Five (5) years following the Effective Date and every five (5) years thereafter during the Term, the City and WPZS shall review the public benefits outlined herein and, if reasonably approved by both parties, shall modify Appendix A to reflect the goal of providing public access to Seattle's underserved populations and allow room for adjustments based on programming and facility changes. While the value of



WPZS public benefits shall escalate at the level set out in Section 11.1 above, the program and strategies used by WPZS to deliver that value will be evaluated every five (5) years following the Effective Date in conjunction with the program evaluation.

11.2 Equity and Inclusion Value Statement. In addition to the public benefits requirements set forth in Appendix A, the parties share the core value of ensuring resources such as the Zoo are operated with deliberate attention to promoting equity, including geographic equity and inclusion. Therefore, WPZS will develop programs and conduct outreach to serve historically underserved populations and create more equitable access to the Zoo resources. To achieve such results, WPZS shall implement a variety of strategies, such as the following:

- (a) Adopting and implementing staffing policies aimed at developing and sustaining diverse staff, volunteers, and board members reflecting the diversity of the larger community;
- (b) Lowering economic, physical, and cognitive barriers too, so that the Zoo is accessible to everyone;
- (c) Providing free and low-cost access to the Zoo and programs sponsored by the Zoo, as described, by way of current examples, in Appendix A;
- (d) Supporting partnerships and collaborative relationships with diverse regional and community based cultural organizations, and;
- (e) Providing trainings to the Zoo's employees and board of directors on best practices related to race, equity and inclusion.

WPZS shall include in its annual Public Benefits Report each year a summary of the strategies implemented pursuant to this section and the outcome of these strategies, along with supporting metrics.

11.3 Non-Discrimination, Labor Harmony and Social Equity. WPZS shall follow such social equity efforts, requirements and accountability metrics (“Social Equity Work”) as the City reasonably determines appropriate for Zoo CapEx Projects. Social Equity Work requirements will be generally consistent with but not more stringent than requirements for City-managed public works contracts, including, but not limited to, Acceptable Work Site requirements. The requirements set out in Section 11.3 shall be the minimum requirements for Social Equity Work. Individual project or any generic master agreements required under Section 11.3.3 will set out additional Social Equity Work provisions as the City reasonably determines necessary and appropriate to achieve City social equity goals. The City may in its discretion require that any community workforce agreement described in Section 11.3.3 be entered using a form provided by the City and reflecting the City’s then-current contracting policies. For any Zoo CapEx Project directly funded in whole or in part by the City, the City may further require WPZS to engage the City’s Department of Finance and Administrative Services (FAS) Purchasing and Contracting Division, or the functional successor to that City unit, to oversee Social Equity Work, at WPZS’s expense or otherwise, if the City determines in its reasonable discretion that site oversight is necessary to achieve social equity goals. The City will oversee implementation of this Section 11.3 on City-funded Zoo CapEx Projects through SPR and/or the City’s Department of Finance and Administrative Services (FAS) Purchasing and Contracting Division or its functional successor, as City deems appropriate, and subject to all applicable public works laws.

11.3.1 Non-Discrimination. Without limiting WPZS’s general obligation to comply with applicable law for the duration of the Term, WPZS, and all parties contracting under the authority of WPZS, shall comply with all applicable equal employment

opportunity and non-discrimination laws of the United States, the State, the County, and the City.

11.3.2 Women and Minority-Owned Business Enterprises Inclusion. On Zoo CapEx Projects with a total construction budget of \$300,000 or more and City funding, WPZS shall ensure open and fair opportunities for minority and women-owned businesses (“WMBEs”) to obtain or compete for contracts and subcontracts. With respect to hiring CapEx Project contractors, WPZS shall further require contractors of every tier to make affirmative efforts to solicit and contract with WMBEs and to make good faith efforts to ensure that goals of the participation of WMBEs are met. Efforts may include but are not limited to use of WMBE inclusion plan with goals and metrics appropriate to contract type and goods or services procured.

11.3.3 Community Workforce Agreement. On Zoo CapEx Projects involving City funding and with a total construction budget of \$5 million (\$5,000,000) or more, WPZS shall enter into a master community workforce agreement or project specific agreements with applicable trades, which shall include provisions that advance inclusion of a diverse workforce reflecting King County’s diverse population and inclusion of workers from economically distressed areas of King County. With respect to hiring CapEx Project contractors, WPZS shall require its contractors and subcontractors to assent to any such agreement or agreements.

11.3.4 Prevailing Wages. For Zoo CapEx Projects, WPZS, its contractors and subcontractors shall adhere to the prevailing rates for all craft workers in effect at the time their respective contracts are executed. Prevailing wage rates, when required, may not be less than the prevailing wage rate established by Washington State Labor and Industries.

11.3.5 Training and Opportunities for Women and Persons of Color in the Construction Trades. WPZS commits to evaluate and support efforts by labor organizations to create and expand opportunities for women and people of color to gain valuable experience in the course of completing Zoo construction, major maintenance, and Zoo CapEx Projects. WPZS concurs that there is a need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is important to the economic and social vitality of the region. On Zoo CapEx Projects involving City funding and with a total construction budget of \$1 million (\$1,000,000) or more, WPZS shall require utilization of apprentices to the extent required by law and encourage its Zoo CapEx Project contractors to utilize apprentices on Zoo projects in a manner generally consistent with comparable requirements for City major capital improvement projects.

11.3.6 Labor Peace. At its earliest opportunity, WPZS shall cause the entity operating or managing the principal food and beverage concession, franchise, or operation at the Zoo, including WPZS if it elects to operate or manage such food and beverage concession, franchise or operation, to enter into a labor peace agreement. Such opportunity includes but is not limited to negotiation of substantial modifications to its existing concessions and catering operating agreement requested by the current concessionaire and any assignment or extension of same as well as negotiation of any successor agreement or combination of agreements of similar scope. For purposes of this Section, “labor peace agreement” means an agreement with a labor organization that contains, at a minimum, provisions prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Zoo’s

operations. “Labor organization” means a labor organization as defined in 29 U.S.C. 152(5).

11.4 Periodic Review. Social Equity Work will evolve over the Term to address changing social requirements and laws. From time to time, but no less frequently than every fifth year, the Parties shall review and revise measures required under this Section 11 for Zoo CapEx Project for alignment with City social equity goals and general consistency with then-current City inclusion and equity policies and practices required of City-funded major capital improvement projects.

## Section 12. Zoo Animals.

12.1 Rights to Animals. The Zoo Animals shall be and remain the Personal Property of WPZS for the duration of the Term. The Zoo Animals, together with the WPZS animals on loan to other zoos, shall become the property of the City when this Agreement is terminated. Notwithstanding any other provisions of this Agreement to the contrary, the provisions of this Section 12 shall govern to the extent of any conflict.

12.2 Care of Animals. WPZS shall care for all Zoo Animals, as well as any animals on loan from other zoos, under AZA auspices in accordance with all applicable federal, state and local laws and regulations, and policies and guidelines adopted by the AZA.

12.3 Animal Collection, Acquisition and Disposition. WPZS shall have the authority to determine the composition of the Zoo Animal collection, including breeding, acquisition, sale or other disposition of Zoo Animals in the course of WPZS’s operation of the Zoo. In implementing such authority to acquire, sell or otherwise dispose of its Zoo Animals, WPZS shall strictly comply

with requirements of (a) all applicable federal, state or local laws, regulations and policies; and (b) the guidelines and policies of the AZA.

Section 13. Naming Rights.

13.1 Zoo Name. The Zoo's name may not be changed from "Woodland Park Zoo" without the prior written approval of the Superintendent.

13.2 Donation Acknowledgement. Any donor recognition with respect to zoo buildings, spaces and other features or objects at the Zoo will be consistent with SPR's naming policy for Zoo facilities, as those policies may be amended from time to time by the Superintendent. The Superintendent shall consult with WPZS prior to making any changes to the Zoo facility naming policies.

Section 14. Maintenance.

14.1 General. WPZS shall maintain the Zoo in a clean, safe, sanitary and sightly condition, and as necessary to maintain all licenses and accreditations. WPZS shall employ sufficient personnel to perform the maintenance and repair work in a prompt and efficient manner in order to keep the Zoo Premises at all times in an operating condition that is clean, safe and attractive.

14.2 Contractor Insurance. In addition to the Parties' insurance requirements set out in Section 18 and Appendix B, WPZS shall ensure that every contractor engaged to perform work on the Premises maintains insurance in amounts, on policies of coverage and offered by companies reasonably satisfactory to WPZS and consistent with standard City requirements for comparable work, including but not limited to Worker's Compensation Insurance (including Employers'

Liability Insurance) and insurance against liability for injury to persons and property arising out of all such contractor's operations, and the use of owned, non-owned or hired automotive equipment in the pursuit of all such operations.

Section 15. WPZS Fiscal Authority.

15.1 WPZS Revenue. All revenue generated by WPZS and revenue WPZS receives under agreements with concessionaires, licensees or others related to Zoo operations, including, without limitation, charges, fees and receipts from admissions, concessions, retail, programs and other services offered by WPZS to the public at or in association with the Zoo, and all contributions collected by WPZS from any other source, shall be expended or invested by WPZS exclusively for Zoo Purposes.

15.2 Miscellaneous Charges, Fees and Prices. Subject to Section 10, WPZS shall have the authority to set the amount of all charges, prices and fees for admissions, services rendered or sales made to the public or otherwise at the Zoo, including without limitation, food and drink concessions, membership passes, retail, parking, special exhibits, programs and other special events.

15.3 Franchises or Concessions. WPZS shall have exclusive authority to grant to any nonprofit or for-profit corporation or other public or private organization franchises or concessions that further the public use and enjoyment of the Zoo.

15.4 Solicitation of Private and Public Funding. WPZS shall (a) use its best efforts to (i) actively solicit private support for WPZS through membership fees and charitable contributions; and (ii) actively solicit federal, state or local grants or other funds to support the operation and purposes of the Zoo; and (b) apply all funds contributed to it as membership fees, charitable donations, public grants or loans, or any other sources to Zoo Purposes, including

without limitation, operating expenses, capital improvements, and programming. The City hereby agrees to use reasonable efforts to assist WPZS in the solicitation of sources of public funding to support the operation of the Zoo, to the extent allowed by law and consistent with City policy.

Section 16. Reporting Obligations and Public Involvement.

16.1 Annual Report to Superintendent. On or before June 1 of each year throughout the Term of this Agreement, WPZS shall, at its sole expense, prepare and submit to the Superintendent for his or her review, the Annual Report. This report will provide a general summary of the Zoo's operations and will include (a) an audited financial accounting for all funds, including Operations Support funding provided by the City pursuant to Section 5.2.1; (b) a listing of major maintenance projects undertaken and an accounting for Major Maintenance Support funds provided by the City pursuant to Section 5.2.3; (c) a listing of all capital investments made at the Zoo; (d) current admission prices; (e) a description of public benefit services provided, as set out in Section 11.1; (f) a description of equity and inclusion programming and outreach as set out in Section 11.2; (g) a self-evaluation by WPZS of its performance in the area of customer service; (h) a listing of WPZS efforts to conserve species and natural habitats, address climate change, and promote public engagement in conservation actions as well as conservation and environmental sustainability impacts achieved as a result; and (i) a listing of sustainability-related measures taken and projects completed at the Zoo and, following the approval of the Long-Range Plan, progress made toward achieving the sustainability, ecological footprint, and climate change-related aspects of such Plan.

16.2 Annual Plan to the Superintendent. At least thirty (30) days prior to the beginning of each Fiscal Year for WPZS, WPZS shall, at its sole expense, prepare and submit to the Superintendent an Annual Plan. The Annual Plan shall, at a minimum, include (a) the one-year capital improvement plan for the Zoo; (b) a description of major programmatic changes planned



at that time for the ensuing year; (c) a description and estimated cost of projects intended to be funded by Major Maintenance Support payments for the following year; and (d) admission charges WPZS plans to implement in the coming fiscal year that have been approved by the Superintendent as provided in Section 10.

16.3 Supplementary Reports. In addition to submitting the Annual Report and Annual Plan to the Superintendent, WPZS shall also submit the following reports:

16.3.1 Quarterly Reporting to the Superintendent. Beginning three (3) months after the mutual execution of this Agreement and on a quarterly basis thereafter throughout the term of this Agreement, WPZS shall, at its sole expense, prepare and submit to the Superintendent a year-to-date income statement for the current year. This report shall include a summary of revenue from various sources and an accounting of costs. In addition, the quarterly report will set forth a summary of the operations of the Zoo and services provided by WPZS for the preceding quarter.

16.4 Annual Independent Audit. Within sixty (60) days after the end of each Fiscal Year, WPZS shall arrange for an audit of its books and records by an independent, certified public accountant; this audit shall be conducted at WPZS's sole cost and expense and shall cover the previous Fiscal Year. WPZS shall deliver to the Superintendent an original, signed copy of each such annual audit, by the earlier of (a) thirty (30) days after the completion of such audit; or (b) 150 days after the end of the Fiscal Year covered by such audit.

16.5 Books and Records.

16.5.1 Financial Records. WPZS shall establish and maintain books, records and systems of account relating to the Zoo's revenues and expenses in accordance with generally accepted accounting practices for not-for-profit organizations. These records

shall, to the extent necessary to meet requirements for audits under Section 16.6 of this Agreement, be retained by WPZS and made available to the City upon request.

16.5.2 Zoo Animal Records. In order to sustain the health and welfare of Zoo Animals, the WPZS shall maintain the Zoo Animal Records. WPZS shall make Zoo Animal Records reasonably available to the Superintendent upon the Superintendent's request to enable the City to determine that Zoo Animals are receiving proper care and treatment at the Zoo consistent with the requirements of this Agreement. The Superintendent shall make Zoo Animal Records used by the Superintendent or in the Superintendent's possession available for disclosure to the public through routine City records disclosure procedures. If the Superintendent receives a request from a member of the public for identifiable Zoo Animal Records that the Superintendent does not possess, the Superintendent will forward that request to the WPZS, and the WPZS shall promptly make the requested Zoo Animal Records available to the requester. If the WPZS receives a request from a member of the public for identifiable Zoo Animal Records, the WPZS shall promptly make the requested Zoo Animal Records available to the requester.

16.6 City Audit Participation. If requested by the City, WPZS shall make available all information reasonably necessary for the City and the State Auditor to perform audits of the use and application of all revenues, grants, fees and charges and all City funds, except for private fundraising activities and private donor information, received by WPZS during the current and preceding year, including Zoo operations and management.

16.7 Public Involvement.

16.7.1 Involvement on WPZS Board. Subject to the requirement that all WPZS Board appointees shall be qualified and approved by the WPZS Board based upon

the criteria generally recognized for membership on the WPZS Board, the following shall each have the authority to appoint one person to one citizen position (total of three positions), with a three (3) -year term for each such position, on the WPZS Board: the Superintendent; the Mayor; and the City Council committee that generally oversees SPR. Following the initial appointments to the three WPZS Board positions authorized under this subsection 16.7.1, succeeding new appointments to these three positions by the appointing authorities may only be made effective upon the occurrence of a vacancy or expiration of the preceding term. In order to allow the four neighborhoods adjacent to and most impacted by operation of the Zoo, Fremont, Green Lake, Phinney Ridge, and Wallingford, to have a voice in WPZS governance, the WPZS Board shall recruit at least two members who reside in two of such neighborhoods. The WPZS Board shall also recruit two members who are members of historically underserved communities or reside in neighborhoods with a high percentage of residents living below the poverty line.

16.7.2 Public Review of Annual Report and Annual Plan. WPZS shall provide the public with an opportunity to review and comment on the Annual Report and further agrees to respond to such comments in a supplementary report to the Superintendent. WPZS shall provide the public with an opportunity to review and comment on its draft Annual Plan and further agrees to respond to any such comments in the final Annual Plan to be submitted to the Superintendent.

16.7.3 Public Involvement Process for Major Capital Projects. The Parties agree that the development process for any major capital projects at the Zoo must include significant opportunities for public involvement. WPZS shall develop a public involvement process to be conducted for each such major capital project as well as other major activities

at the Zoo. This public involvement process will be implemented after receiving approval of the Superintendent.

16.7.4 Neighborhood Liaison. The Parties recognize that there are and will continue to be unique concerns about the Zoo on the part of the immediate neighbors of the Zoo. WPZS agrees to designate a neighborhood liaison from the WPZS staff to communicate with the Phinney Ridge, Wallingford, Fremont, and Green Lake communities at least annually. WPZS, in consultation with such neighborhoods, will develop protocols for communicating with such neighborhoods and for conveying resident concerns and opinions to the WPZS Board for consideration and response. Among matters to be addressed by the WPZS through such liaisons is the impact of WPZS programming, including events, on the neighborhoods identified herein.

16.7.5 WPZS Board Meetings; Notice and Public Participation. Approximately one week in advance of any regularly scheduled WPZS Board meeting, the WPZS Board shall provide notice of WPZS Board meeting times, location and proposed agenda items as of the date of the notice to any member of the public who submits a written request for such notice. Any written request for such notice shall identify whether the requesting party wishes to receive such notice by electronic or regular mail. The WPZS Board shall also post such notice on the WPZS web page approximately one week in advance of any regularly scheduled WPZS Board meeting. The proposed agenda identified in the notice shall be subject to change until the commencement of the meeting. The WPZS Board Chair shall provide for a public comment period at each meeting.

Section 17. WPZS Code of Ethics. WPZS shall have a code of ethics governing its board members, employees and activities consistent with applicable requirements of state and federal laws and AZA standards. The City may request from WPZS those documents necessary for the City to confirm the establishment of an ethics and conflict of interest policy. WPZS will report on compliance with the ethics and conflict of interest policy and any issues that have arisen as a result, in the Annual Report.

Section 18. Insurance. The Parties will provide insurance and abide by the insurance provisions of this Agreement in accordance with Appendix B of this Agreement.

Section 19. Representations and Warranties. WPZS hereby represents and warrants to the City and covenants as follows:

19.1 Experience. WPZS is experienced in aspects related to the operation and management of the Zoo and care of animals and hereby agrees to apply its best efforts and most efficient methods in the full operation and management of the Zoo.

19.2 Formation. WPZS is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Washington. WPZS shall at all times during the Term of this Agreement maintain its tax-exempt status under Sections 501(c)(3) of the Internal Revenue Code.

19.3 Authority. WPZS has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of WPZS and no other corporate or other action on the part of WPZS is necessary to authorize the execution and delivery of this Agreement.

The individual executing this Agreement for WPZS has full authority to do so and thereby to bind WPZS to its terms.

19.4 Conflicts and Consents. The execution and delivery by WPZS of this Agreement and the performance by WPZS of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Articles of Incorporation, bylaws or partnership agreement of WPZS (as applicable) or any indenture, mortgage, lease, agreement or other instrument or obligation to which WPZS is a party or by which it may be bound whose termination or acceleration would materially adversely affect the ability of WPZS to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery by WPZS of this Agreement.

19.5 Conflict with Government Orders. The execution and delivery by WPZS of this Agreement will not conflict with any order, judgment or decree of any court, government, government agency or instrumentality, whether entered pursuant to consent or otherwise, by which WPZS may be bound or affected.

19.6 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of WPZS or any of its affiliates that, if adversely decided, could have a material adverse impact on WPZS's ability to perform its obligations under this Agreement.

Section 20. Force Majeure. As used herein, the term “Force Majeure” with respect to a delay in performance shall mean any delay that is attributable to (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, public health emergency; or (d) any other cause beyond the reasonable control of the party from whom performance is required and of its contractors or other representatives. Any prevention, delay or stoppage in a party’s performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

Section 21. Indemnities.

21.1 City’s Indemnity. The City hereby agrees to indemnify, save harmless and defend WPZS from any and all losses, claims, actions or damage suffered by any person or entity by reason of or resulting from any act or omission of the City or any of its officers, agents, employees, or invitees in connection with use or occupancy of the Property, including trademark, patent, and copyright infringement; but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence or intentional misconduct of the City, its authorized officers, agents, employees or invitees. The indemnification provided for in this section shall survive any

termination or expiration of this Agreement. The City waives, with respect to WPZS only, its immunity under RCW Title 51, Industrial Insurance. This indemnification provision is the result of mutual negotiation. The City's obligations under this indemnification Section 21.1 and under Section 24.4 shall not exceed the appropriation authorized at the time the City must fulfill its indemnity obligations and nothing in this Agreement may be considered as insuring that the City will appropriate sufficient funds in the future to fulfill its indemnity obligations. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the City's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

21.2 WPZS's Indemnity. WPZS hereby agrees to indemnify, save harmless and defend the City from any and all losses, claims, actions or damages suffered by any person or entity by reason of or resulting from any act or omission of WPZS or any of its officers, agents, employees, or invitees in connection with use or occupancy of the Property, including trademark, patent, and copyright infringement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence or intentional misconduct of WPZS, its authorized officers, agents, employees or invitees. The indemnification provided for in this section shall survive any termination or expiration of this Agreement. WPZS waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance. This indemnification provision is the result of mutual negotiation.

21.3 Relationship to Insurance Obligations. Nothing contained in this Section 21 shall be construed to affect the allocation of responsibilities between the Parties or the insurance coverages required in Section 21 and Appendix B.



Section 22. Default; Termination of Agreement; Remedies.

22.1 Termination by City. The City shall have the right to terminate this Agreement following an Event of Default. The following shall constitute “Events of Default” under this Agreement:

(a) Failure of WPZS to perform or comply with any material covenant or condition made under this Agreement that the City, or failure of any representation or warranty made by WPZS in this Agreement to have been or to continue to be true and correct, provided WPZS shall have a period of sixty (60) days from the date of written notice from the City within which to cure such default, or, if such default is curable but not capable of cure within such sixty (60) -day period, WPZS may request and Superintendent shall grant if reasonable a longer period not to exceed one-hundred eighty (180) days to complete such cure so long as WPZS promptly undertakes action to cure such default within such sixty (60) day period and thereafter diligently prosecutes the same to completion;

(b) Abandonment or assignment or encumbrance or transfer of this Agreement or of the Premises by WPZS, without the prior written consent of the City; and

(c) The appointment of a receiver to take possession of all or substantially all of the assets of WPZS, or an assignment by WPZS for the benefit of creditors, or any action taken or suffered by WPZS under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

The foregoing is in addition to any other right to terminate explicitly given to the City elsewhere in this Agreement.

22.2 Termination by WPZS. WPZS shall have the right to terminate this Agreement in the event that:

(a) The City fails to make any payment due to WPZS under this agreement within thirty (30) days of the agreed due date, including an Operations Support payment required under Section 5.2.1 or a Major Maintenance Support payment required under Section 5.2.3.

The City may cure any failure to provide funds within sixty (60) days after written notice of such failure has been delivered by WPZS; provided that, if such failure is not legally capable of cure within such sixty (60) day period, the City shall have a reasonable period to complete such cure if either promptly undertakes action to cure such default within such sixty (60) day period and thereafter diligently prosecutes the same to completion. The foregoing is in addition to any other right to terminate explicitly given to WPZS elsewhere in this Agreement.

22.3 Termination by Either Party. Either Party may terminate this Agreement if the City does not approve a Long-Range Plan mutually agreeable to the Parties within two (2) years of its submission to the Superintendent and the Parties fail to agree to an alternative plan for carrying out this Agreement as provided in Section 8.

Section 23. Surrender of Premises; Transition. Within 181 days of the Termination Date or other termination of this Agreement, or such other transition period as the Parties may mutually agree, WPZS shall (a) promptly remit to the City all unexpended revenues generated from Zoo operations, admissions and other charges, but excluding philanthropic donations other than funds necessary to complete any CapEx Projects in progress; and (b) peaceably quit and surrender to the City the Premises, together with all permanent improvements approved by the City and Personal Property reasonably determined necessary for Zoo operations in good order and

condition, normal wear and tear and damage caused by casualty or condemnation excepted. During the period between the Termination Date and surrender of the Premises, WPZS may not dispose of any Zoo Animals without written permission from the Superintendent, notwithstanding rights that might otherwise be available during the Term under Section 12.3. The Premises shall be surrendered free and clear of all liens and encumbrances other than any encumbrances on the Premises created or approved in writing by the City. WPZS shall, immediately before the Termination Date or other termination of this Agreement, remove all of WPZS's Property as provided in this Agreement, and repair any damage resulting from the removal. WPZS's obligations under this Section shall survive the Termination Date or other termination of this Agreement. Any items of WPZS's Personal Property which shall remain in the Premises after the Termination Date of this Agreement may, at the option of the City, be deemed abandoned and in such case may be disposed of by the City in any manner allowed by law.

Upon the termination of this Agreement for any reason, WPZS and the City shall cooperate to the fullest reasonable extent in effecting an orderly and efficient transfer of the operation and management of the Zoo from WPZS to the City or its designee. Such cooperation shall include without limitation the entry into such agreements, the execution of such documents and the convening of such meetings as may be reasonable required to effect such transfer.

Section 24. Hazardous Materials.

24.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

24.1.1 "Environmental Laws" means any applicable federal, state and local laws (whether under common law, statute, ordinance, rule, regulation, code or otherwise),

permits, orders, decrees, and other requirements of governmental authorities relating to the protection of human health or the environment, whether existing as of the date hereof, previously enforced, or subsequently enacted.

24.1.2 “Hazardous Material” means any element, compound, chemical, chemical mixture, or other substance that is identified as, or determined to be, a hazardous, toxic or dangerous substance, pollutant, contaminant, waste or material under, or is otherwise regulated under, any Environmental Law or other law relating to chemical management, environmental contamination, environmental cleanup or nuisances, including, without limitation, petroleum and petroleum products, asbestos, radon and other radioactive materials, bio-hazards and lead-based paint.

24.1.3 “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about any other part of the Premises.

24.2 No Hazardous Materials. WPZS covenants and agrees that neither WPZS nor any of its agents or invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises, provided that WPZS may use such substances in such limited amounts as are customarily used in the operation and maintenance of a zoological gardens so long as such use is in compliance with all applicable Environmental Laws. Each party hereto shall immediately notify the other party if and when such party learns or has reason to believe there has been any Release of Hazardous Material on or about the Premises.

24.3 WPZS's Environmental Indemnity. If WPZS breaches any of its obligations contained in this Article, or, if any act, omission or negligence of WPZS or any of its agents or invitees results in any contamination of the Premises or any other part of the Property or in the Release of Hazardous Material from, on, about, in, on or beneath the Property, then WPZS shall indemnify the City from and against all losses (including, without limitation, the loss or restriction of the use of the Property and sums paid in settlement of claims, fines, civil penalties, attorneys' fees, consultants' fees and experts' fees and costs (collectively, "Losses")) arising during or after the Term of this Agreement and relating to such Release; provided, however, that the indemnity obligation contained in this Section shall not apply to any Losses resulting from any Release before the commencement date of the Prior Agreement. The foregoing indemnity includes, without limitation, costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, clean up, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material, and to restore the Property to its prior condition. Without limiting the foregoing, if WPZS or any of its agents or invitees causes or permits the Release of any Hazardous Materials on, about, in or beneath the Property, WPZS shall, immediately, at no expense to the City, take any and all necessary actions to abate and remediate the Release in accordance with all Environmental Laws. WPZS shall afford the City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

24.4 City's Environmental Indemnity. If any act, omission or negligence of the City or any of its agents (other than WPZS) results or has resulted in any contamination of the Property or in the Release of Hazardous Material from, on, in, on or beneath the Property, then the City shall

indemnify WPZS from and against all Losses resulting from such Release, provided, however that the foregoing indemnity obligation shall not include indemnification for any Losses resulting from WPZS's aggravation of any Release occurring before the commencement date of the Prior Agreement through WPZS's actions or inactions, or the actions or inactions of its agents, officers or employees, whether negligent or non-negligent. The foregoing indemnity obligation includes, without limitation, costs incurred in connection with the investigation of site conditions and all activities required to locate, assess, evaluate, remediate, cleanup, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material, and to restore the Property to its prior condition. The City shall afford WPZS a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material. The City's obligations under this environmental indemnification Section 24.4 and under Section 21.1 shall not exceed the appropriation authorized at the time the City must fulfill its indemnity obligations and nothing in this Agreement may be considered as insuring that City will appropriate sufficient funds in the future to fulfill its indemnity obligations. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the City's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

Section 25. Prior Operations and Management Agreement. This Agreement supersedes that certain Woodland Park Zoo Operations and Management Agreement, dated December 17, 2001 that became effective as of March 1, 2002, as well as subsequent amendments, specifically

including Amendment 1 dated December 23, 2004 and Amendment 2 dated July 7, 2014, memoranda, “side letters” and supplements, except as specifically provided herein.

Section 26. Assignments; Subcontracting. WPZS has been chosen by the City to operate and manage the Zoo in reliance upon WPZS’s stated and unique expertise, skill and experience. WPZS shall not assign, transfer, mortgage or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part. Any assignment or encumbrance shall be voidable and, at the City’s election, shall constitute a material default under this Agreement. Without limiting the obligations of WPZS under this Agreement, WPZS shall have the right and the authority to enter into contracting arrangements with any other person or entity (including without limitation SPR or other City agency) for the provision of any work or service required or allowed to be performed by WPZS under this Agreement so long as WPZS maintains supervisory or management authority over such work or service.

Section 27. Notices. All notices required to be given hereunder shall be in writing and either delivered personally, sent by certified mail, or sent via email with return receipt requested or such alternative electronic means as may be agreed in writing between the Parties to the Primary Contact address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated two (2) Business Days from the time of mailing by certified mail, or when personally delivered, or when sent via email with return receipt requested. The Parties further agree to provide additional copies to the courtesy copy recipients below, but notice shall be deemed communicated regardless of whether a courtesy copy is sent or received.

If to the WPZS:

**Primary Contact:**

Woodland Park Zoological Society

5500 Phinney Avenue North  
Seattle, WA 98103-5858  
Attn: President and CEO  
Email: Alejandro.Grajal@Zoo.org

**Courtesy copy to:**

Pacifica Law Group  
1191 2<sup>nd</sup> Avenue, Suite 2000  
Seattle, WA 98101-3404  
Attn: B. Gerald Johnson  
Email: Gerry.Johnson@Pacificalawgroup.com

If to the City of Seattle

**Primary Contact:**

City of Seattle  
Seattle Parks and Recreation  
100 Dexter Avenue North  
Seattle, WA 98109  
Attn: Superintendent of Parks and Recreation  
Email: Jesus.Aguirre@Seattle.gov

**Courtesy copy to:**

Seattle City Attorney's Office  
701 Fifth Avenue, Suite 2050  
Seattle, WA 98104  
Attn: Chief Civil Deputy City Attorney  
Email: Jessica.Nadelman@seattle.gov

Section 28. Compliance with Laws.

28.1 Generally. WPZS shall comply and conform with all laws and all governmental regulations, rules and orders that may from time to time be put into effect relating to, controlling or limiting the use and operation of the Zoo. WPZS shall secure, or cooperate with the City in its securing, all permits and licenses specifically required for the operation of the Zoo (copies of which shall be promptly provided to SPR), and shall comply with all applicable laws and regulations relating to labor employed in and relating to the operation of the Zoo.



28.2 Americans with Disabilities Act. WPZS acknowledges that the Americans with Disabilities Act (the “ADA”) requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with a disability. WPZS further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (“ADA”); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. WPZS warrants that it will fulfill that obligation, and that it will not discriminate against persons with a disability in the provision of services, benefits or activities pursuant to this Agreement.

Section 29. Non-Discrimination Ordinances. WPZS shall comply with all provisions of Chapter 20.44 and 20.45 of the Seattle Municipal Code, as amended, recodified or reenacted from time to time, relating to equal opportunity in employment and business practices. Such provisions are incorporated herein and by reference made a part of this Agreement as though fully set forth herein.

Section 30. Taxes, Assessments, Licenses, Permit Fees and Liens. WPZS agrees to pay taxes of any kind, including any possessory interest taxes (unless exempt under Washington law), that may be lawfully assessed on or on account of the performance of this Agreement and to pay all other taxes, excises, licenses, permit charges and assessments based on WPZS’s use of the Premises that may be imposed upon WPZS by law, all of which shall be paid when the same become due and payable and before delinquency. The City agrees to support WPZS in securing

or affording tax treatment of the Zoo under this Agreement that is consistent with the taxation of other major cultural institutions. WPZS agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that WPZS, if so desiring, may have reasonable opportunity to contest the validity of the same. If WPZS intends to contest or to fail to pay when due any tax or fee referred to in the preceding sentence, WPZS shall provide the City with at least thirty (30) days' notice of that intention before the tax is due, explaining its reasons. The City may choose to pay the tax on behalf of the WPZS, and if it is later determined the tax or some portion of it was validly owing, WPZS shall reimburse the City.

Section 31. Miscellaneous.

31.1 Liability of the City. The City's obligations to WPZS under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

31.2 Liens and Encumbrances. WPZS shall keep the Property and Personal Property free from any liens and encumbrances arising out of or resulting from WPZS's use and occupancy of the Premises or performance of work under this Agreement. If, because of any act or omission of WPZS, any mechanic or other lien or order for payment of money shall be filed against the Property or Personal Property, WPZS shall promptly notify the City of the same and, at WPZS's

sole expense, cause the same to be discharged or bonded within thirty (30) days after the date of notice of such filing. At the City's request, WPZS shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Property if not paid.

31.3 Parties and Their Agents. As used herein, the term "agents" when used with respect to either party shall include the agents, employees, officers and representatives of such party. All approvals, consents or other determinations permitted or required by the City hereunder shall be made by or through the Superintendent unless otherwise provided in this Agreement or unless the City gives notice otherwise to WPZS.

31.4 Dispute Resolution. In the event of a dispute between or among WPZS and the City regarding any term of this Agreement, the Parties shall attempt to resolve the matter informally through the following mechanism: the Superintendent and the CEO, or their respective designee(s), shall meet to review and discuss the matter(s) in dispute; if the Superintendent and the CEO are unable to reach a mutual resolution, the WPZS Board Chair(s) shall meet with the Superintendent and other City representatives, as appropriate, to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may request non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution procedures. Any positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent alternative dispute resolution or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. City and WPZS may in the alternative or additionally utilize the dispute resolution process for set out in Exhibit 3 for matters subject to the MOU.

31.5 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

31.6 Interpretation. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement. A reference in this Agreement to section numbers shall be interpreted as a reference to the provisions set out in this Agreement within the referenced section number. A reference in this Agreement to the singular shall include a reference to the plural and vice versa.

31.7 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the City and WPZS and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

31.8 Access to Zoo. The City, SPR and their duly authorized agents shall have access to the Premises and other Property at all times (a) for the purpose of inspection and to make any repairs, additions or renovations as the City may have the right to do under the provisions of this Agreement; and (b) for use by the City in case of emergency, as determined by the City in its sole discretion.

31.9 Relationship of Parties. This Agreement delineates the Parties' respective ownership interests, obligations, and responsibilities concerning Zoo operations and management pursuant to RCW Chapter 35.64. Nothing contained in this Agreement shall be construed to create a legally recognizable partnership, joint venture, or relationship of employment or agency.

31.10 Agreement Made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.

31.11 Integrated Agreement; Modification. This Agreement contains all the agreements of the Parties hereto relating to the subject matter addressed herein and cannot be amended or modified except by a written agreement approved by the Seattle City Council and mutually executed between each of the Parties hereto.

31.12 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

31.13 Non-Liability of Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to WPZS, its successors and assigns, in the event of any default or breach by the City or for any

amount which may become due to WPZS, its successors and assigns under this Agreement, or for any obligation of the City under this Agreement. Likewise, no board member, member, officer, employee or other agent of WPZS shall be personally liable to the City, its successors and assigns under this Agreement, in the event of any default or breach by WPZS or for any amount which may become due to the City, its successors and assigns, or for any obligation of WPZS under this Agreement.

31.14 Time of Essence. Time is of the essence of each provision of this Agreement.

31.15 Survival of Indemnities. Termination of this Agreement shall not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF SEATTLE, WASHINGTON, a  
Washington Municipal Corporation

WOODLAND PARK ZOOLOGICAL  
SOCIETY, a Washington nonprofit  
Corporation

By: Jesús Aguirre  
Superintendent of Parks and Recreation  
By authority of Ordinance No. \_\_\_\_\_

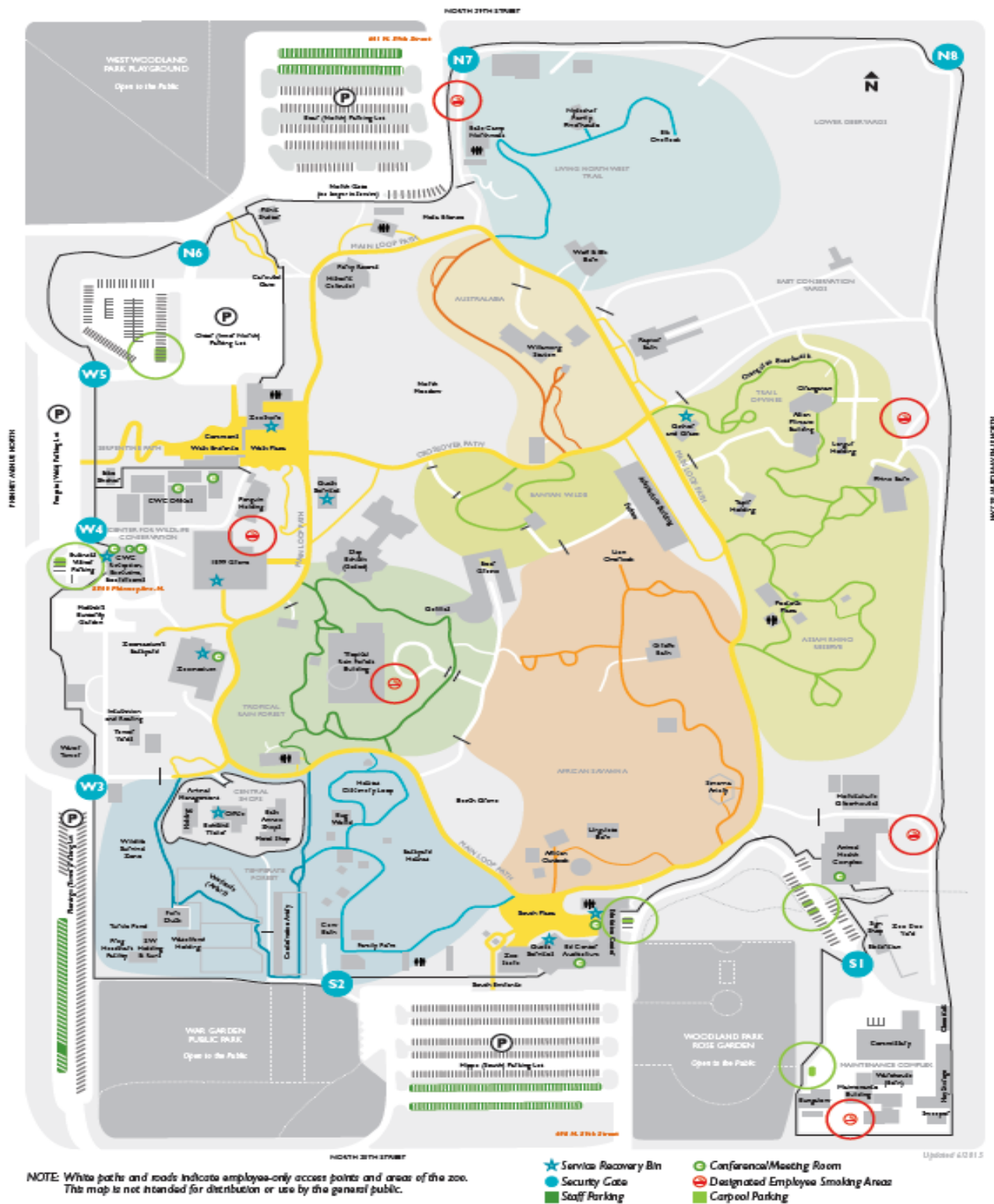
By: Alejandro Grajal  
President and CEO

Exhibits:

- 1 (Premises Depiction)
- 2 (Premises Legal Description)
- 3 (MOU between SPR and WPZS)
- 4 Guiding Principles for a New Long-Range  
Plan for Woodland Park Zoo
- Appendix A: Public Benefits Requirements
- Appendix B: Insurance Provisions



# WOODLAND PARK ZOO OPERATIONS AND MANAGEMENT AGREEMENT EXHIBIT 1 (excluding off-site property) PREMISES DEPICTION





**WOODLAND PARK ZOO**  
**OPERATIONS AND MANAGEMENT AGREEMENT**  
**EXHIBIT 2**  
**PREMISES LEGAL DESCRIPTION - SEATTLE**

Beginning at a point which is 30 feet north of and 280 feet east of the Southwest corner of block 69, Plat of Woodland Park Addition to the City of Seattle, Washington, Vol. 3, page 123 of plats, said southwest corner of block 69 is identical with the southwest corner of the north half of the southwest quarter of said section 7, township 25 North, R.4E.W.M Said True Point of Beginning is the intersection of the east line of Phinney Ave. N., with the north line of North 50th Street;

Thence north along the east line of said Phinney Avenue North, to the intersection of the south line of North 59th Street;

Thence east along said south line of North 59th Street to the west margin of Aurora Avenue;

Thence south along said west margin of Aurora Ave. North to the north margin of North 50<sup>th</sup> Street;

Thence west along said north margin of North 50th Street to the True Point of Beginning. Said parcel containing 90.7 acres more or less.

**PREMISES LEGAL DESCRIPTION – ENUMCLAW**

The northeast quarter of the northwest quarter and the west half of the northeast quarter of Section 33, Township 20 North, Range 6 East, W.M., in King County, Washington;  
EXCEPT the north 30 feet of the northwest quarter of the northeast quarter for S.E. 464<sup>th</sup> Street;  
AND EXCEPT the north 30 feet of the east 30 feet of the northeast quarter of the northwest quarter for S.E. 464<sup>th</sup> Street;  
AND EXCEPT that portion lying southerly of the White River;  
AND EXCEPT that portion lying southerly of the King County-Pierce County Line.

## WOODLAND PARK ZOO OPERATIONS AND MANAGEMENT AGREEMENT

### EXHIBIT 3

**May 1, 2003 as updated July 2021  
Memorandum of Understanding (MOU)**

**Between  
Seattle Parks and Recreation (SPR) and Woodland Park Zoological Society  
(WPZS)**

#### **Design, Approval, and Construction Management of the below ground elements of WPZS Capital Projects**

Note: Purpose of this MOU is to address capital project implementation details not addressed by Sections 9, 11 and 16 of the Woodland Park Zoo Operations and Management Agreement. Nothing in this MOU creates an additional payment or financial support obligation. In the event of a conflict between this MOU and the main Agreement, the Agreement shall control

Category	Principle/Guideline	Implementation approach
Funding	SPR and the WPZS jointly benefit from implementation of capital projects.	<ul style="list-style-type: none"> <li>Approach projects as partners.</li> <li>WPZS funds project costs including reimbursement of an agreed upon level of review/inspection effort for SPR staff costs.</li> </ul>
Quality	SPR and WPZS both have interest in identifying how SPR standards will be applied to WPZS projects. <ul style="list-style-type: none"> <li>SPR needs to preserve long term investment.</li> <li>WPZS needs flexibility in operation and maintenance decisions.</li> </ul>	<ul style="list-style-type: none"> <li>WPZS capital projects will meet or exceed SPR standard specifications and details for sewers, storm sewers and subsurface drainage. Deviation from these standards would occur only with SPR approval. Other underground utilities (i.e. power, communications, water and gas) and potential exposure/handling of underground environmental hazards will also be subject to SPR review.</li> <li>The WPZS may modify other standard specifications and details for use on WPZS projects provided current building codes are met.</li> </ul>
Design Reviews	<ul style="list-style-type: none"> <li>SPR needs timely information and opportunity for input on underground utilities (i.e. sewers, storm sewers, sub-surface drainage, power, communications, water and gas) during design.</li> <li>WPZS needs timely notification of issues or exceptions SPR takes to the project design of underground utilities.</li> <li>Maintenance projects may not require full design documents.</li> </ul>	<ul style="list-style-type: none"> <li>Park Engineer is provided with 5 sets of design documents of the underground elements for review at concept/schematic, 50% CD, and 95% CD stages</li> <li>Park Engineer provides written comment to WPZS's Project Manager regarding deficiencies, required changes, required additions, or required clarifications regarding the construction documents.</li> <li>The WPZS responds in writing.</li> <li>If a project alters underground utilities the Zoo Society will notify the Park Engineer and Facilities Division of their intent, Park Engineer and Facilities provide informal review, Facilities provides field inspection during installation, WPZS provides as-built documentation.</li> </ul>


Final Approval	<ul style="list-style-type: none"> <li>• SPR and the WPZS need a record of agreement on design of projects.</li> </ul>	<ul style="list-style-type: none"> <li>• The WPZS will provide completed construction documents of the underground elements with a modified "Bidding Document Requirements" form for approval to proceed with construction. This form also delineates the planned Inspection Plan (including agreed to reimbursable inspections conducted by Parks staff)</li> <li>• The Park Engineer, on behalf of the Superintendent will sign the plans and specifications to indicate that SPR approves the design for Zoo purposes. Note that the Park Engineer signature does not transfer responsibility for or liability from the plans and specifications from WPZS to City.</li> </ul>
Construction-phase Accountability	<ul style="list-style-type: none"> <li>• The WPZS is responsible for guaranteeing that the project is constructed as designed.</li> </ul>	<ul style="list-style-type: none"> <li>• Construction changes related to previously approved underground utility design must be approved by the Park Engineer.</li> </ul>
Construction management	<ul style="list-style-type: none"> <li>• The WPZS is responsible for management and inspection of WPZS construction projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Designated SPR staff as agreed upon in the inspection plan shall coordinate site visits and inspections of underground utility installation with WPZS Project Manager.</li> <li>• If SPR inspectors have concerns about work completed, underway, or about to commence should direct these concerns to the WPZS's Project Manager in writing.</li> </ul>
Misc. Contract Administration	<ul style="list-style-type: none"> <li>• The Management Agreement calls for a review of insurance documents of WPZS contractors by the parties reviewing</li> </ul>	<ul style="list-style-type: none"> <li>• The WPZS Senior Finance Department staff has been trained by the City risk manager to perform normal City reviews. Copies of all documents will be submitted to the City after review.</li> </ul>
Preferred Dispute Resolution Process	<ul style="list-style-type: none"> <li>• WPZS Project Manager and SPR staff address and resolve issues as they come up during design and construction of the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Should WPZS Project Manager and</li> <li>• SPR Staff fail to resolve a dispute; the matter should be referred to the Society</li> <li>• President/CEO and the Superintendent of SPR, or their designees for resolution.</li> </ul>
Record Documents	<ul style="list-style-type: none"> <li>• SPR and the WPZS jointly benefit from documentation of completed capital projects.</li> </ul>	<ul style="list-style-type: none"> <li>• WPZS will provide to SPR one complete set of record drawings on Mylar, one copy of the Project Manual, and one copy of the O&amp;M Manual.</li> </ul>

**APPROVED:**

DEPARTMENT OF PARKS AND RECREATION  
Kenneth R. Bounds  
Superintendent

WOODLAND PARK ZOOLOGICAL SOCIETY  
Deborah B. Jensen, Ph.D.  
President and CEO

By:  5/16/23  
Signature Date

By:  5/16/23  
Signature Date

**BELOW ARE THE CURRENT AUTHORIZED SIGNERS APPROVING MODIFICATIONS TO THIS DOCUMENT:**

DEPARTMENT OF PARKS AND RECREATION  
Jesús Aguirre  
Superintendent

WOODLAND PARK ZOOLOGICAL SOCIETY  
Alejandro Grajal, Ph.D.  
President and CEO

 07/09/2021  
By: Signature Date

 07/09/2021  
By: Signature Date

## **WOODLAND PARK ZOO OPERATIONS AND MANAGEMENT AGREEMENT EXHIBIT 4**

### **Guiding Principles for a New Long-Range Plan for Woodland Park Zoo**

The physical development of Woodland Park Zoo has been governed by a Long-Range Plan. Originally approved in 1976 and revised in 2004, the plan defined a long-term vision for the zoo and pioneered modern design principles for zoos around the world. Following this farsighted plan, a new Long-Range Plan should incorporate the original design parameters and animal exhibit principles of the original plan, with modern updates that include requirements for animal welfare, increased social relevancy of zoos as community spaces for education, advancing environmental conservation and connections with nature. A new Long-Range Plan shall incorporate City policies and community participation. Technical criteria for a new Long-Range Plan should include:

Compliance and Accreditation: Zoo accreditation standards by the Association of Zoos and Aquariums (AZA) accreditation continue to evolve. Similarly, continuous compliance with evolving requirements by USDA, OSHA, ADA, Green Building and City of Seattle require a campus-wide inventory and physical infrastructure investment.

Diversity, Equity and Inclusion: New design and interpretation principles should strive to remove colonial perspectives and include multi-cultural viewpoints and narratives. A physical plant should reduce or eliminate accessibility obstacles for people with physical, psychological or sensorial disabilities.

Visitor convenience and business opportunities: Modern visitor needs and amenities require a revision of meeting spaces, food and beverage offerings, restroom accessibility and IT infrastructure. Earned income opportunities should create year-round spaces for itinerant exhibits, winter attractions, evenings, catering amenities, cultural and community events.

Education and Conservation: A new plan needs to address recent advances in early childhood development, nature connections, youth empowerment and career opportunities. It also needs to take into consideration emerging technologies for distant and virtual learning, citizen science, civic engagement and community participation in environmental action.

Sustainability, Ecological Footprint and Climate Change: A new plan shall incorporate a long-range sustainability plan that minimizes the zoo's carbon emissions and establishes quantifiable goals for water, solid waste and effluent impacts.

Animal Welfare and Population Sustainability: Zoo population requirements will demand increased space for breeding and holding facilities. Similarly, animal welfare requirements and technology will require significant upgrade to existing exhibit facilities and in a few instances, new exhibits. The Enumclaw property will become essential in developing off-site animal breeding and holding capacity.

Community Participation, Accessibility and Empowerment: As required under Section 8 of the Agreement, the Parties will develop and implement an extensive community participation plan (“Community Participation Plan”) as a feature of a Long-Range Plan creation process with the inclusion of the Seattle Parks and Recreation department, as well as a variety of stakeholders, such as local communities, cultural and tribal organizations, neighbors, elected officials, donors and regional leaders. The Chair of the City Council committee with jurisdiction over the relationship with the Zoo shall be consulted in the development of the Community Participation Plan and may identify individuals – drawn from staff and residents of the four neighborhoods adjacent to the Zoo, Fremont, Green Lake, Phinney Ridge, and Wallingford – to be involved in the participation process set out by the Community Participation Plan.

Fundraising and Capital Investment: A new Long-Range Plan is needed to establish a credible fundraising plan for capital improvements and to provide the philanthropic and earned revenue opportunities that will accompany the zoo’s growth in future decades.

**Appendix A to**  
**WOODLAND PARK ZOO**  
**OPERATIONS AND MANAGEMENT AGREEMENT**  
**PUBLIC BENEFITS REQUIREMENTS**

Under this new agreement, WPZS agrees to continue providing substantial public benefits in the areas of public access, scholarships, programs, community outreach events, volunteer programs, capital improvements, and other miscellaneous items as further described in the table below and consistent with the provisions in Sections 11.1.1 through 11.1.3, and the annual reporting due date noted in Section 16.1. Although specific examples of the means and programs currently used to satisfy the public benefit requirements are reflected herein, the Parties recognize and agree that, such specific means of delivering such public benefits likely will evolve and may change over time.

**WPZS' Commitment to Public Benefits**

**Public Access:** WPZS agrees to operate the Zoo with the goal of providing the widest possible access by targeting efforts based on community needs. WPZS commits to improve its accessibility for people with disabilities through both physical improvements and programming.

**Programs:** WPZS agrees to continue programs for every age group from infants to seniors to instill environmentally sustainable actions, including students, teachers and chaperones through its onsite and offsite education programs, continuing school-age programs that provide opportunities for STEM education, and integrated mentorship and training programs for teens to develop the next generation of impactful global conservationists.

**Race and Social Equity and Inclusion:** WPZS commits to racial and social equity in line with the City of Seattle priorities and invest in equity programming and robust engagement strategies to build better partnerships with under resourced communities.

**Economic Benefits:** WPZS commits to seek philanthropic support and earned income that continues to diminish the proportion of public support needed to sustain the Zoo, which is a substantial supporter of our regional economy through direct and indirect revenues, jobs and economic opportunities.

**Conservation:** WPZS commits to continue its efforts to conserve species and natural habitats locally and worldwide, address climate change, and promote public engagement in conservation. Specifically, WPZS shall consistently comply with AZA guidelines regarding conservation programs and projects and annually commit not less than three percent (3%) of gross revenue from all sources to such programs and projects related to species and habitat conservation locally and worldwide. This commitment to conservation shall focus on population biology, monitoring, rescue, rehabilitation and reintroduction of endangered species; creation and support of natural protected areas and habitats; combating illegal wildlife trafficking; supporting

conservation legislation; supporting community-based conservation programs and resident science monitoring projects; environmental education programs and engagement in pro-conservation campaigns; and promoting resident engagement and sustainable consumer choices.

**ANNUAL PUBLIC BENEFIT TABLE**  
**Example of Annual Public Benefit Values Based on Calendar Year 2019**

Service Category	Public Benefit Description	Target Metrics	Value of Services
<b>Public Access</b>  (Free Zoo Tickets)    (Family Discount Days)   (Seattle Public Library Museum Pass Program)  (Promotion Commitment)	Community Access Program (CAP) tickets were distributed to community-based organizations (such as Seattle Housing Authority, El Centro de la Raza). Average Ticket Price was \$14.60 each in 2019.	100,000 Individuals	\$1,460,000
	A free carousel ride (\$3 value) was included on each CAP ticket	100,000	\$300,000
	Beginning in 2022, WPZS will create a program (working title “Family Discount Days”) that offers a 50% discount over regular admissions for 18 days between October and March. These days will be advertised and will include one weekday and one weekend per month.	90,000 Visitors	\$720,000 (beginning in 2022)
	Beginning in 2022, WPZS will participate in the Seattle Public Library Museum Pass Program. If possible, such passes should be allocated for use by patrons of Library branches located in or near neighborhoods with high percentages of residents living below the poverty line.	Will vary with utilization	Will vary with utilization
	Beginning in 2022, WPZS will purchase annually up to \$25,000 in promotional advertising targeted at people who might use our free and discounted admission programs.	N/A	\$25,000 (beginning in 2022)
<b>Scholarships</b>	Scholarships to Zoo camps, based on requested assistance applications. Camp scholarships are awarded to applicants based on their level of income.	59 Individuals	\$15,000
<b>Programs</b>	Zoo Admission Ticket and Membership Discount Programs for foster and kinship families (including Tribal welfare agencies) or recipients of Basic food benefit (EBT)/Washington Quest or State Woman, Infants, and Children Nutrition Program (WIC) assistance		
	<ul style="list-style-type: none"> <li>Explorer Pass \$35 membership (avg discount of \$65)</li> </ul>	750 Explorer memberships	\$49,000
	<ul style="list-style-type: none"> <li>Discover Ticket \$5 regular admission tickets (avg \$8.60 discount)</li> </ul>	3,500 Discover tickets	\$30,000

	<ul style="list-style-type: none"><li>Free School Group Admission for field trips for students from schools with 30% or more students eligible for free or reduced-price meals (avg. \$7 student rate)</li></ul>	25,000	\$175,000
Community Outreach Events	Discounted Educational Programs:  Up CLOSE (WPZS’ ambassador animal outreach program) and programming for community organizations and schools are provided at subsidized rates (avg. discount of \$500)	100 events	\$50,000
Zoo Volunteer Programs	WPZS runs various Zoo Volunteer programs, which record approximately 92,500 hours per year from approximately 800 volunteers	N/A	N/A
Capital Improvements	Privately funded capital improvements to City Facilities 2019 spending on zoo exhibit improvements: the largest projects were remodeling the Northern Trail into the “Living Northwest Trail” and ZooDoo improvements.	Depending on annual projects, ranges between \$500K and \$5 million	\$858,000
Specific Services to City/ Miscellaneous Public Benefits	WPZS offers discounts for seniors, military personnel, guests with disabilities, City of Seattle’s Mayor’s Office Flash and Gold Cards*. Columns to the right include 2019 ticket prices.  *Gold Card: - (Healthy Aging Resources for Seattle and King County Residents age 60+)  *Flash Card (Fun Leisure Access Savings and Health): - identification card for Seattle and King County adults with disabilities	Senior: 18,925 tickets	\$37,850
		Military: 18,551 tickets	\$74,204
		Disability: 944 tickets	\$1,593
		Gold*: 1,593 tickets	\$24,802
		Flash*: 226 tickets	\$3,428
Total Public Benefit Provided			\$3,823,877



**Appendix B to**  
**WOODLAND PARK ZOO**  
**OPERATIONS AND MANAGEMENT AGREEMENT**  
**INSURANCE PROVISIONS**

A. **Liability Insurance.** WPZS, at no expense to the City, shall obtain and maintain continuously, throughout the Term of this Agreement, policies of insurance as enumerated below, if applicable. Said policy(ies): (i) shall be subject to periodic review and the reasonable approval by the City’s Risk Managers as to company, form and coverage, and be primary to all other insurance the City may secure; and (ii) must protect WPZS from any and all claims and risks in connection with any activity performed by WPZS, or any of its respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Premises authorized by this Agreement.

The insurance required in this Section A where applicable shall be endorsed to include the City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insureds and shall not be reduced or canceled without sixty (60) days prior written notice to the City. If the cost of naming the City as an additional insured is substantial, the City may pay such reasonable cost. After each renewal WPZS shall provide a Certificate of Insurance (COI) and endorsements to the City Risk Management Office naming the City as an Additional Insured.

WPZS shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of all operations and activities of WPZS. WPZS shall ensure that all such claims, whether processed by WPZS or WPZS’ insurers, either directly or by means of an agent, will be handled by a person with a permanent office in the Seattle area.

1. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form (CG 00 01) or equivalent including all the usual coverages known as:

- a. Premises/Operations Liability
- b. Products/Completed Operations
- c. Personal/Advertising Injury
- d. Contractual Liability
- e. Owners and Contractors Protective Liability
- f. Stop Gap or Employers Contingent Liability
- g. Host Liquor Liability
- h. Employees as Additional Insured

Such policy(ies) shall provide the following minimum limit:

Bodily Injury and Property Damage:

- (a) 2,000,000 per occurrence
- (b) 5,000,000 annual aggregate

Such insurance (i) may be evidenced with primary limits or any combination of primary and/or excess/umbrella limits, (ii) shall include “The City of Seattle, its officers, elected officials,

employees, agents, and volunteers” as additional insureds for primary and non-contributory limits of liability for the full limits of liability available under WPZS’s liability insurance program, whether such limits are primary, excess, contingent or otherwise. Deductibles or self-insured retentions of no more than One Hundred Thousand Dollars (\$100,000) for property damage and/or bodily injury are acceptable.

2. A policy of Business Automobile Liability Insurance, including coverage for any owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent. The following coverage extension shall also be included: Pollution Liability Broadened Coverage for Covered Autos (CA 99 48), (MCS90) or equivalent.

Such policy or policies must provide the following minimum limit:

Bodily Injury and Property Damage  
\$1,000,000 per accident

3. Umbrella or Excess Liability Insurance. WPZS shall provide minimum Excess or Umbrella Liability coverage limits of \$15,000,000 each occurrence in excess of the primary CGL and Automobile liability insurance limits specified in this Appendix B. The minimum total limits requirement of \$17,000,000 may also be satisfied with primary CGL and/or Automobile liability insurance limits or any combination of primary and excess/umbrella limits.

B. Worker’s Compensation. WPZS shall provide Worker’s Compensation coverage for industrial injury to WPZS’s employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

C. Property Insurance. The City currently maintains property insurance on a citywide basis for its facilities, including facilities on the Premises. Throughout the Term of this Agreement, the City shall maintain such property insurance and be responsible for all premiums for such insurance or cancel such property insurance and move to self-insurance on City facilities, including Zoo facilities. WPZS is recognized as an additional insured on Zoo facility property insurance coverage maintained by the City. The City may any time during the Term seek reimbursement from WPZS for the cost of such insurance premiums on all facilities subject to WPZS operations if and when the City notifies WPZS that it is applying or intends to apply within the next year for similar requirements to other cultural institutions operating City-owned facilities.

The City recognizes that WPZS has specialized expertise in the unique nature of zoo facilities that will be helpful in determining appropriate replacement value of Zoo Property and evaluating any damage that may befall Zoo Property. The City will therefore consult with and seek WPZS input on these matters as more specifically set out in this subsection.

WPZS will work with the City to seek equitable recovery for the damaged property in as quickly a manner as possible. WPZS will work with the City to evaluate any damage. The City in consultation with the WPZS will determine the replacement value of damaged property pursuant to the terms of the insurance policy and submit the claim request to the City’s insurer; the City in consultation with the WPZS shall manage any dispute resolution process set forth in the policy including without limitation an appraisal process and in consultation with the WPZS shall settle

the claim, all subject to the terms and conditions of the Policy, unless the City decides to assign such authority to WPZS. WPZS will at all times act professionally and in good faith in the claims settlement process taking into consideration the relationship between the City and its property insurer. If WPZS receives approval from the City to manage the claim, WPZS will keep the City informed of the progress of any claim (1) providing the City Superintendent of Parks and Recreation and the City's Risk Manager with copies of all correspondence and studies and other documents concerning a claim; (2) notifying the City of significant upcoming events and meetings between WPZS and the insurer including giving the City the opportunity to attend and participate in; and (3) attending separate meetings with the City about the claim as reasonably requested. WPZS will be responsible for paying all deductibles, self-insured retention or other insurance shortfall for any individual Zoo facility loss recovery under the City's coverage.

Given that the City may change its form of property insurance over time (blanket vs, scheduled coverage, self-insured, etc.) both parties will endeavor to maintain a reasonable replacement value, construction, occupancy, protection and exposure listing for city-owned zoo buildings, and update this listing no less frequently than every five years unless otherwise and mutually agreed between the Parties, but it is understood that these values are estimates. Any losses to a building on this listing estimated to be above the deductible must be submitted by the City to their insurance carrier. Any building fixtures will be included under the City's coverage, while business personal property inside the City-owned buildings will be covered by WPZS's property coverage. The City shall retain to the maximum extent allowed by law the sole right to change or cancel property insurance, move to self-insurance, and to determine whether to file a claim and the value of any claim. When the City becomes aware of significant changes or cancellation, the City will provide notice to the WPZS as soon as reasonably possible. The City shall not reimburse any deductibles not covered by insurance, self-insured retention or other insurance shortfall for any individual Zoo facility loss recovery under the City's insurance coverage.

WPZS will have responsibility to seek equitable recovery for the loss of business personal property covered by WPZS's property coverage in as quickly a manner as possible. WPZS's responsibility includes the right to evaluate any loss and determine the amount of any claim, to engage in any dispute resolution process set forth in the policy including without limitation an appraisal process, to litigate the claim if necessary, and to settle the claim, all subject to the terms and conditions of the Policy. WPZS will at all times act professionally and in good faith in prosecuting any claims taking into consideration the relationship between the City and its property insurer.

In the event of any damage to or destruction of facilities on the Premises or building fixtures included under the City's coverage, settlement of claims rest with the City of Seattle's Risk Management in consultation with the WPZS. The City's Risk Management will have final and full authority. As noted above, the City may assign authority to WPZS to adjust the loss and settle all claims with the insurance companies issuing such policies in accordance with policy terms and conditions. The parties irrevocably assign the proceeds from such insurance policies to the City. All proceeds of the insurance shall be paid into a fund under the control of the City for repair, restoration, rebuilding or replacement, or any combination thereof, of the Premises or of the improvements in the Premises.

Any insurance proceeds in excess of such proceeds necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of the City subject to any rights of WPZS. If the proceeds necessary for such repair, restoration, rebuilding or

replacement, including any deductible amount deducted from the final settlement or any combination thereof shall be inadequate to pay the cost thereof, the City shall not be responsible for the deficiency. WPZS shall be entitled to receive withdrawals from such fund, from time to time, upon presentation of proof acceptable to the City that labor and materials for which payment is being made have been furnished or delivered on site.

D. No Limitation of Liability. The limits of insurance coverage specified herein in Appendix B are minimum limits of insurance coverage only and shall not be deemed to limit the liability of WPZS's insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of insurance coverage required by WPZS, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on WPZS's obligation to indemnify the City.

E. 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 WPZS. Should WPZS, 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, which request shall not be unreasonably denied.

F. Fidelity and Crime Coverage Insurance. WPZS, at no expense to the City, shall provide Fidelity and Crime coverage of the following minimum limit:

Fidelity and Crime Coverage \$1,000,000 per occurrence.

G. Business Interruption Insurance. The City will not be responsible for any "business interruption" losses suffered by WPZS as a result of damage to a Zoo facility. WPZS shall determine whether to acquire insurance to cover any such losses.

H. Builder's Risk Insurance. The City may provide or require WPZS to provide builder's risk insurance for Zoo Capital Improvements and Alterations at limits and coverages consistent with the City's requirements for builder's risk insurance for its own projects of similar scope. The party responsible for securing the builder's risk insurance shall be responsible for paying the premium. Should WPZS be responsible for securing this builder's risk insurance, WPZS shall include the City as Loss Payee.

I. Evidence of Insurance. The following applies to all insurance coverage required to be provided by WPZS. The following documents must be provided as evidence of insurance coverage:

A copy of the policies' declaration pages, showing the insuring company, policy effective dates, limits of liability, and the schedule of forms and endorsements. The City reserves the right to require copies of all policies and requested endorsements.

A copy of the endorsement naming The City of Seattle as an Additional Insured, showing the

policy number, and signed by an authorized representative of the insurance company on Form CG20 10 (ISO) or equivalent for Commercial General Liability insurance and CA20 48 (ISO) or equivalent for Business Auto Liability Insurance.

The coverages provided by WPZS to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least sixty (60) days prior written notice to the City of Seattle.

J. Policy Rating and Primary Insurance Requirements. All policies shall be subject to approval by the City's Risk Manager as to insurance company (must be rated A-:V or better in the A.M. Best's Key Rating guide and licensed to do business in the State of Washington or issued as a surplus lines by a Washington Surplus Lines broker), form and coverage, and primary to all other insurance.

K. Mutual Waiver of Subrogation Rights. WPZS and the City hereby mutually release each other from all liabilities and claims and waive all rights of recovery against each other for and to the extent of their respective insurance coverages for such liabilities and claims, including any extended coverage and endorsements thereto; provided, however, that this release and waiver shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of either party.

L. Remedies Upon Failure to Insure. The Superintendent shall notify WPZS whenever the Superintendent has a reasonable belief that WPZS has failed to secure or maintain insurance as required by this Agreement. At the option of the Superintendent, the City may procure the required insurance for and at the ultimate expense of WPZS, from whatever source the Superintendent or the City's Risk Manager deems reasonable. In the event the insurance required of WPZS is procured by the City, WPZS shall also reimburse all costs incurred by the City to secure such insurance coverage as well as a service charge, the initial amount of which shall be Two Hundred and Fifty Dollars (\$250.00), which reimbursement and service charge, at the discretion of the Superintendent, may be either credited against any compensation or expense reimbursement due to WPZS or invoiced to them for payment to the City.

M. Settlement of Claims. WPZS will have full and final authority over settlement of insurance claims under insurance policies carried by WPZS. WPZS will consult with the City on these claims should there be an allegation of the City being at fault, provided this does not prevent the City from tendering a claim under its additional insured status. Property Insurance claims under insurance policies carried by the City as outlined above shall be managed by the City in consultation with the WPZS. The City's Risk Manager will have final and full authority to determine whether and for how much to settle property damage insurance claims in accordance with policy terms and conditions of the City's property insurance policy.

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Parks and Recreation	Donnie Grabowski/233-2603	Anna Hurst/733-9317

*\* 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 Superintendent of Parks and Recreation to enter into an agreement with the Woodland Park Zoological Society for operation and management of the Woodland Park Zoo.

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

The proposed legislation authorizes the Superintendent of Seattle Parks and Recreation (SPR) to enter into a new 20-year operations and management agreement with the Woodland Park Zoo Society (WPZS). The current agreement expires in February 2022. Under the terms of the agreement, WPZS would continue to operate and manage the Woodland Park Zoo. The proposed agreement includes an option to extend the agreement for another 10 years at the mutual consent of both parties.

#### **Background:**

Ordinance 120697, adopted by the City Council on December 17, 2001, approved a 20-year operations and management agreement between SPR and WPZS. The agreement was executed in March 2001 and expires in February 2022. This ordinance authorized SPR to contract with WPZS to exclusively manage and operate the Zoo on the City's approximately ninety-two (92)-acre property, located at 5500 Phinney Ave. N, and at an off-site facility on a 120-acre property in Enumclaw, located at 22327 SE 464<sup>th</sup> St. The agreement specified conditions for use of the premises and included the City's intention to annually fund 1) operation support payments beginning at \$5 million that were inflated at 70% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton area, and 2) a \$500,000 annual City routine maintenance payment, and also provide \$6.4 million in major maintenance payments over the first seven years of the agreement. The original agreement discussed other items including planning for a new parking garage and a contemplated Long-Range Plan.

Ordinance 121620, adopted by City Council on October 11, 2004, amended the Operations and Management Agreement based on delays in WPZS' Long-Range Plan with parking garage alternatives. Some key items included modifying dates to develop a parking garage, committing \$16.2 million in City funds toward the cost of constructing the garage with the City paying 75% and WPZS covering 25% of the debt service; setting a deadline of May 2005 to agree on costs of development, construction, and garage operations, delaying the time in which the City would establish any Restricted Parking Zone for residents in the area within four blocks of the Zoo's boundaries to the date that the garage opened, and delaying the City adoption timeline of the Long-Range Plan to December 2004.

Ordinance 124369, adopted by City Council on December 9, 2013, amended the Operations and Management Agreement for WPZS to repay an outstanding obligation to the City for parking garage predevelopment costs after a Hearing Examiner ruling that the parking garage was not an acceptable land use in a park, and agreed to the City's payment of a portion of costs for WPZS to provide a smaller, 165-space surface parking lot to relieve parking congestion in the neighborhood surrounding the Zoo.

The Metropolitan Park District (Park District), passed by Seattle voters in 2014, included funding for ongoing major maintenance support to WPZS, funding projects such as exhibit renovations, and water, electrical, irrigation, and sewer systems replacements. In 2019, the fund source switched from the Park District to Real Estate Excise Tax (REET). Beginning in 2021, the Park District funded the annual WPZS operations support and routine maintenance support payments.

Attachment A includes several key points in the proposed Operations and Management agreement.

## 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.

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

If this legislation is not approved and the current agreement expires without an agreement for continued operation of the Zoo, WPZS would no longer be under contract to operate and maintain the Zoo and would not need to provide public benefits including public access (free or discounted Zoo tickets), scholarships for Zoo camps, programs, community outreach events, or any capital spending above the City's annual contribution. If WPZS stopped operating the Zoo due to lack of contract, the City may incur relocation costs for animals. The City would also be required to maintain the Zoo grounds and buildings if it remained open as a public park, or locate another organization to manage the site for a similar or different purpose.

#### 4. OTHER IMPLICATIONS

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

Yes. Certain construction and major maintenance work under the contract would require input or oversight from the Department of Finance and Administrative Services (FAS). Depending on the Long-Range Plan (LRP) outcomes, any new, proposed capital investments would likely include input from the City Budget Office, FAS, and the Department of Construction and Inspections.

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

Yes, a public hearing is required per RCW 35.64.010(2). The public hearing is anticipated to be held at the first City Council meeting to discuss this legislation.

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

Yes, RCW 35.64.010 (2) states that at least 30 days prior to the hearing, a public notice setting forth the date, time, and place of the hearing and identifying the facilities involved and organization proposed for management and operation under the City contract must be published at least once in a local newspaper of general circulation.

RCW 35.64.010(2): “Before approving each initial and any renewal contract with a nonprofit corporation or other public organization for the overall management and operation of any facilities, the city legislative authority shall hold a public hearing on the proposed management and operation by the nonprofit corporation or other public organization. At least thirty days prior to the hearing, a public notice setting forth the date, time, and place of the hearing must be published at least once in a local newspaper of general circulation. Notice of the hearing shall also be mailed or otherwise delivered to all who would be entitled to notice of a special meeting of the city legislative authority under RCW 42.30.080. The notice shall identify the facilities involved and the nonprofit corporation or other public organization proposed for management and operation under the contract with the city. The terms and conditions under which the city proposes to contract with the nonprofit corporation or other public organization for management and operation shall be available upon request from and after the date of publication of the hearing notice and at the hearing, but after the public hearing the city legislative authority may amend the proposed terms and conditions at open public meetings.”

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

Yes. Section 3.1 includes the premises to be managed and operated at 5500 Phinney Ave. N in Seattle and at 22327 SE 464<sup>th</sup> St. in Enumclaw and a map and property description are contained in Attachment 1 to the Council Bill/Ordinance.



- 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 agreement substantially strengthens public benefits provided by WPZS around access, scholarships, programs, community outreach events, capital improvements, and other items. The agreement's Appendix A lists examples of 2019 annual public benefits and their associated values (a total value of approximately \$3.1 million). It is SPR's and WPZS's mutual desire to keep zoo admission pricing affordable for visitors, especially families with children.

Public benefits will be reported annually and evaluated every five years to ensure WPZS is meeting the City's desired equity outcomes.

- f. **Climate Change Implications**

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

No. Any capital planning included in the Long-Range Plan (LRP) will address any environmental impacts.

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

**List attachments/exhibits below:**

Summary Attachment A - Key Points in the Proposed Operations and Management Agreement

## Key Points in the Proposed Operations and Management Agreement

<b>Term - Section 2</b>	Authorizes a 20-year term + 10-year option to extend (consistent with current agreement). Effective Date: March 2022
<b>Financial Support Section 5</b>	<p>Annual funding is contingent on City Council approval; the Superintendent will make annual appropriation requests for the following:</p> <p><u>Continue Annual Operations Support (~\$7.3M):</u> Proposal escalates by 100% of CPI (July to June) versus current agreement at 70%. An increase of \$116,845 for 2022. This amount also includes a \$500K annual routine maintenance payment from the current, expiring agreement.</p> <p><u>Continue Annual Major Maintenance Support:</u> In 2015, the Park District began funding major maintenance (\$2M/year + 2.5%/year escalation). New agreement continues payment and escalates at 100% CPI (July to June) regardless of fund source (currently REET due to realignments). An increase of \$61,545 for 2022. If a pre-existing condition is found, WPZS will first apply this support to remediate the item.</p> <p><u>Support County Funding:</u> Superintendent will take reasonable action to advocate for Zoo funding at an amount not less than what is included in the most recent County levy. If County funding declines or becomes unavailable, WPZS may request a reduction of services/operations to a level commensurate with available funding.</p> <p>Fiscal Emergency Language:</p> <p><u>Operations:</u> City funding can be reduced by the amount provided the previous year by up to the percentage decline in expected General Fund or Park District revenue or by 5%, whichever is less. This is consistent with the current agreement.</p> <p><u>Major Maintenance:</u> Can be withheld during a fiscal emergency and resume without obligation to reimburse any missed or reduced payments. (New provision not included in prior agreement.)</p>
<b>Long-Range Plan (LRP) Section 8</b>	<p><b>Collaboration Process</b></p> <ul style="list-style-type: none"> <li>WPZS will collaborate with SPR as LRP planning process proceeds to include periodic updates and inclusion of City representatives selected by the Superintendent to resolve SPR concerns before the LRP is submitted. Goal is a LRP approved by the Superintendent and acceptable to WPZS.</li> </ul> <p><b>Submission</b></p> <ul style="list-style-type: none"> <li>WPZS to submit a new LRP to the Superintendent within five years of agreement's effective date.</li> <li>The LRP will adhere to guiding principles noted in Exhibit 4 of the Agreement.</li> <li>The projects in the LRP must comply with all City ordinances, land use requirements, and other regulatory requirements.</li> </ul> <p><b>Review Process</b></p> <ul style="list-style-type: none"> <li>Superintendent will review the LRP and provide written feedback. The Superintendent may approve the LRP in part and WPZS may implement the resulting modified LRP.</li> <li>SPR and WPZS may continue to work together to resolve Superintendent's concerns for up to two years after submission to achieve a final approved LRP or WPZS may accept the Superintendent's decision to approve the LRP in part.</li> </ul>

	<ul style="list-style-type: none"> <li>• If the Superintendent does not approve the LRP within two years of submission by WPZS, WPZS and SPR will confer about whether to seek agreement on a revised LRP, continue operations without a LRP or take other action.</li> </ul> <p><b>Termination</b></p> <ul style="list-style-type: none"> <li>• If the Superintendent does not approve the LRP within two years of initial submission, either party may exercise its right to terminate the Agreement provided, however, that neither WPZS nor SPR may exercise its termination right if engaging in good faith negotiation to resolve the Superintendent’s concerns and that the negotiation period shall not extend longer than four years after WPZS submitted the LRP.</li> <li>• Neither WPZS nor SPR can terminate the agreement at least two years after WPZS submits LRP to the City if parties are engaging to resolve the non-approval of the LRP.</li> </ul> <p><b>Funding</b></p> <ul style="list-style-type: none"> <li>• WPZS and City may agree on project scope and funding which may in City’s sole discretion include an additional City funding commitment.</li> <li>• WPZS agrees to good faith effort to raise the funds needed to construct improvements contemplated in the LRP City approval of the LRP should not be construed as a commitment to fund any items in it.</li> </ul> <p><b>Updating/Amending LRP</b></p> <ul style="list-style-type: none"> <li>• The LRP may include procedures for updating and amending the LRP when necessary or otherwise appropriate if mutually agreed in writing by WPZS and SPR.</li> </ul>
<b>Admissions Section 10</b>	New agreement sets no restrictions for WPZS’s admissions pricing. Parties agree that Zoo should remain affordable, particularly for families with children. Language is in alignment with Aquarium agreement.
<b>Public Benefits, Equity and Inclusion Section 11</b>	Public Benefit listing added in the agreement’s Appendix A (Public Access, Scholarships, Programs, Community Outreach Events, Capital Improvements). WPZS will annually report on Public Benefits. Public Benefits can be reduced if WPZS’s funding is reduced. Public Benefits are subject to reviews every five years.
<b>Workplace Harmony /Social Equity Section 11</b>	<p>WPZS will follow social equity requirements for Zoo CapEx Projects (capital improvement, non-routine maintenance, construction, alteration, repair projects for which independent contractors are retained).</p> <p><u>WMBEs</u> – projects &gt;\$300K and any City funding shall ensure open and fair opportunities to compete for contracts/subcontracts.</p> <p><u>Community Workforce Agreement</u> – Zoo CapEx projects with budget of \$5M+ and City funding shall enter into a master community workforce agreement.</p> <p><u>Apprentices</u> – Zoo CapEx projects with a total construction budget of \$1M+ and City funding shall utilize apprentices.</p>
<b>Reporting Obligations Section 16</b>	<p><u>Annual Report</u> – summary of Zoo operations, audited financial accounting, list of major maintenance projects undertaken and accounting, list of capital investments made, public benefits provided, equity and inclusion programming, self-evaluation of customer service performance.</p> <p><u>Annual Plan</u> – 1-year capital improvement plan, major program changes planned, planned admissions prices, description and estimate of City-funded major maintenance projects.</p>

<b>Indemnification Section 21</b>	The City’s financial obligations under the indemnification will not exceed the appropriation authorized at the time that the City must fulfill its obligations. City’s Environmental Indemnity includes similar language.
<b>Termination Section 22</b>	<p><u>City’s Termination Rights</u> City shall have the right to terminate if 1) WPZS does not comply with Agreement – 60-day cure before default unless the Superintendent grants more time up to 180 days; if 2) WPZS transfers or abandons the agreement or property without City’s consent, or 3) if a court appoints a “receiver” to take WPZS’ assets.</p> <p><u>WPZS’ Termination Rights</u> WPZS will have termination rights if the City fails to pay – 60-day cure date allowed.</p> <p><u>Mutual Termination Rights</u> Mutual termination rights related to the LRP (see Section 8 above).</p>
<b>Insurance Appendix B</b>	Provisions updated -WPZS is recognized as an additional insured on property insurance. City may decide to start charging WPZS its share of property insurance if other cultural organizations (Aquarium, Seattle Asian Art Museum) are also charged. City agrees to consult with WPZS on any claim replacement value, dispute resolution process and claim settlements unless City assigns authority to WPZS.



## Legislation Text

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**File #:** CB 120188, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE creating an Indigenous Advisory Council for tribal and urban Indian engagement; adding a new Chapter 3.75 to the Seattle Municipal Code; and amending Section 3.35.050 of the Seattle Municipal Code.

WHEREAS, Indigenous people of the lands now known as the Americas have cultivated and stewarded these lands since time immemorial; and

WHEREAS, since time immemorial, the Coast Salish peoples, including Chief Sealth (Seattle) governed the Salish Sea (Puget Sound) region; and

WHEREAS, The City of Seattle, chartered 150 years ago, is built on the homelands of the Indigenous and first peoples of this region; and

WHEREAS, in 1865, The City of Seattle passed an exclusionary ordinance banning American Indian and Alaska Native people within city limits that was in effect until 1869; and

WHEREAS, Indigenous communities have sustained an organized resistance to settler colonialization of these lands and resources for centuries; and

WHEREAS, the United Nations Declaration on the Rights of Indigenous Peoples recognizes that “Indigenous peoples have suffered from historic injustices as a result of... their colonization and dispossession of their lands, territories and resources”; and

WHEREAS, due to this history, in addition to settler colonialism, systemic oppression, and institutional racism, Indigenous people in the United States are subject to disproportionately high rates of structural violence, homelessness, poverty, income inequality, death, and poor health and education outcomes, associated

with barriers to access to employment, education, housing, health and mental health treatment, social services, and criminal justice; and

WHEREAS, federal policies of relocation, termination, and forced assimilation have resulted in the relocation of Indigenous people from their traditional lands into urban areas, resulting in separation from family, clan, community, cultural institutions, and sacred sites; and

WHEREAS, a lack of recognition and awareness of these issues, through the perpetuation of settler colonialism, has led to historical and intergenerational trauma that continues to adversely affect Indigenous individuals, families, and communities; and

WHEREAS, 76 percent of American Indians and Alaska Natives live in urban settings; and

WHEREAS, urban Indians are tribal people currently living off federally-defined tribal lands in urban areas; and

WHEREAS, despite the historical traumas that continue to manifest into intergenerational and collective trauma, Indigenous communities including American Indian, Alaska Native, and Native Hawaiian people continue to remain resilient in the wake of further challenges of modern-day world threats, such as institutionalized racism, climate change, the Missing and Murdered Indigenous Women and Girls epidemic, and the COVID-19 pandemic; and

WHEREAS, other cities, such as Portland and San Francisco, have successfully created a position or similar entity like the Indigenous Advisory Council proposed in this ordinance; and

WHEREAS, The City of Seattle has an opportunity to rely on an entity of subject matter experts from tribes, tribal organizations, urban Indian organizations, and the broader Native community to shape policy priorities impacting Native communities through the Mayor's Office, City Council, and City departments; and

WHEREAS, the City requires an official, staffed Indigenous Advisory Council to build and strengthen Indigenous representation and Indigenous knowledge in The City of Seattle's public policy making

processes, as well as promote and advance priorities and solutions identified by Native communities for Native communities in Seattle; NOW, THEREFORE,

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

Section 1. Section 3.35.030 of the Seattle Municipal Code, last amended by Ordinance 125492, is amended as follows:

**3.35.030 Director-Functions**

The Director of the Department of Neighborhoods shall manage the department and shall:

A. Serve as liaison with residents, neighborhood groups, and other community organizations;

B. Provide staff for the Community Involvement Commission, the Seattle Youth Commission, ~~((and))~~ the Seattle Renters' Commission, and the Indigenous Advisory Council;

\* \* \*

Section 2. A new Chapter 3.75 is added to the Seattle Municipal Code, as follows:

**CHAPTER 3.75 INDIGENOUS ADVISORY COUNCIL**

**3.75.010 Establishment**

There is established an Indigenous Advisory Council (IAC) that shall advise the Mayor, City Council, and City departments on policies of importance to the City, including but not limited to policies directly affecting Indigenous populations including American Indian, Alaska Native, and Native Hawaiian people.

The overall goal of the IAC is to further define and strengthen the City's ongoing and unique relationship with the Coast Salish communities that are the original stewards of the land Seattle was founded upon and work to fulfill trust and treaty obligations to the American Indian, Alaska Native, and Native Hawaiian people that reside in Seattle. IAC membership will be empowered to redefine the cultural fabric of Seattle as a City and foster the overall health and well-being of Indigenous residents by:

A. Collaborating and advising the Mayor, City Council, and City Department leaders regarding issues, policies, budgets, and potential projects;

B. Providing opportunities to educate and practice Native cultures and lifeways within the urban landscape and City institutions; and

C. Developing best practices to engage with Indigenous peoples in the area.

### **3.75.020 Membership**

The IAC shall consist of nine members representing the urban Native Community including but not limited to American Indian, Alaska Native, and Native Hawaiian peoples. All members shall demonstrate a commitment to advancing Indigenous knowledge, values, and priorities within the City landscape with the goal to improve access to City services by Indigenous people, as well as to advance City services themselves to better serve Indigenous people in an equitable way. All members appointed by the Mayor shall be confirmed by the City Council. Positions shall be numbered 1 through 9.

A. Positions 1-3 shall be filled by a member of an Indigenous Tribe and shall be nominated by the respective Tribal Council as their official delegate. Positions 1 and 2 shall be appointed by the City Council from nominations made by Tribes located in Washington State. Position 3 shall be appointed by the Mayor from Tribal Council nominations.

B. Position 4 shall be designated for an Indigenous Youth aged 18-29. Position 5 shall be designated for an Indigenous Elder age 50 or older. Position 4 shall be appointed by the Mayor. Position 5 shall be appointed by the City Council.

C. Positions 6-9 shall be designated for representatives from urban Indian organizations (commonly referred to as UIOs) as defined by 25 U.S.C. 1603, serving urban Native people in The City of Seattle and shall be nominated by the Board of Directors of the respective urban Indian organization. Positions 6 and 7 shall be appointed by the City Council from nominations made by the urban Indian organizations. Position 8 and 9 shall be appointed by the Mayor from nominations made by the urban Indian organizations.

### **3.75.030 Term**

Terms for all positions shall be two years, except that the initial term for positions 1, 4, 6, and 8 shall be one



year. Members may not be reappointed to a fifth consecutive term unless the Department of Neighborhoods, after due diligence, has found no interested and qualified person to recommend to the appoint authority for that position. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment. If a person is appointed to fill the duration of an unexpired term, then the term shall count as one of the consecutive terms only if the portion of the unexpired term actually served is at least one year. A member whose term is ending may continue on an interim basis as a member with voting rights until such time as a successor for that position has been appointed by the City Council or confirmed by the City Council.

### **3.75.040 Compensation**

The Director of the Department of Neighborhoods is authorized to expend funds to compensate IAC members for expertise and participation on the IAC and funding to cover member travel reimbursements and meeting supplies. The compensation strategy should consider the need to reduce barriers for participation for communities impacted by historic and on-going systemic oppression and the value provided by culturally specific and community oriented subject matter expertise of the IAC members. The compensation shall be based on compensation rates commensurate with other City reimbursement processes.

### **3.75.050 Duties**

The IAC shall act in an advisory capacity and have the following purposes and duties:

A. Provide information, advice, and counsel to the Mayor, City Council and Council committees, and other City departments and offices on ways to enhance and improve access to City services and resources for American Indian, Alaska Native, and Native Hawaiian people and communities, as well as strengthen opportunities to participate in the civic life of the city.

B. Advise on the development and implementation of a tribal consultation policy for all City departments and offices o to establish a government-to-government framework for engaging local tribal nations.

C. Advise on the development and implementation of a policy for all City departments and offices to

confer with urban Indian organizations to establish a framework for fulfilling fiduciary and other obligations to urban American Indian and Alaska Native people.

D. Create and execute annual programming to encourage understanding between and among the diverse American Indian and Alaska Native communities and the larger Seattle community. As part of its annual budget process, The City of Seattle shall provide funding to support programming that support actions to bring community together, such as for meetings, events, annual gatherings, and cultural events.

E. Develop an annual work plan for the coming year and an annual report on the previous year's work. The annual report will include a summary of IAC accomplishments and challenges, as well as recommendations on how The City of Seattle can continue to facilitate access to City services and programs. The annual work plan, as an example, may include priorities that would:

1. Promote partnership opportunities for Tribes, tribal organizations, Native Hawaiian organizations, and urban Indian organizations with The City of Seattle, such as with the Office of the Mayor, the Office of Intergovernmental Relations, and the City Council; and

2. Highlight policy recommendations by the IAC for the Mayor and the City Council.

F. Brief the Mayor's Office and the full City Council on the annual work plan and Annual Report.

### **3.75.060 Holding contributions in perpetuity**

The City of Seattle recognizes the rights of the IAC members and their communities to their cultural property. Members of the IAC reserve the right to maintain joint or individual ownership over recommendations, Indigenous informed wisdoms, culturally significant objects, and other intangible property (i.e., cultural symbols) provided that The City of Seattle shall have a perpetual license to use them for its purposes. The IAC may adopt rules to identify how it and its members will hold control over Indigenous cultural property.

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 \_\_\_\_\_, 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)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Lish Whitson/206-615-1674	

*\* 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 creating an Indigenous Advisory Council for tribal and urban Indian engagement; adding a new Chapter 3.75 to the Seattle Municipal Code; and amending Section 3.35.050 of the Seattle Municipal Code.

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

The proposed bill would create a new Indigenous Advisory Council (IAC) to provide input and advice to the City of Seattle shall advise the Mayor, City Council, and City departments on policies of importance to the City, including but not limited to policies directly affecting Indigenous populations including American Indian, Alaska Native, and Native Hawaiian people. A majority of the IAC's members would be chosen from recommendations made by Tribes and urban Indian organizations. Others would represent youth and elders. Members would serve up to four consecutive two-year terms. The Department of Neighborhoods would be charged with supporting the IAC.

Among the purposes and duties of the IAC would be to:

1. Provide information, advice and counsel to the City on ways to improve access to City services and strengthen participation by Indigenous communities in the civic life of the city;
2. Advise on the development of policies related to consultation with Tribes and urban Indian organizations; and
3. Create programming to increase understanding between and among Indigenous communities and the larger Seattle community.

The IAC would be empowered to promulgate rules to protect their rights to their cultural knowledge.

### **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?**

Yes, the bill would provide authorization to the Department of Neighborhoods to compensate members of the IAC for their time. It would also require the City to fund programming. Funding and position authority to support the Commission was provided in the 2021 budget.

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

None

**3.a. Appropriations**

\_\_\_\_\_ This legislation adds, changes, or deletes appropriations.

**3.b. Revenues/Reimbursements**

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

**3.c. Positions**

\_\_\_\_\_ This legislation adds, changes, or deletes positions.

**4. OTHER IMPLICATIONS**

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

Yes, the Department of Neighborhoods is charged with supporting the activities of the IAC.

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

No.

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

No.

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

No.

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

The United States' Indigenous people have experienced settler colonialism, systemic oppression and institutional racism, and are subject to disproportionately high rates of structural violence, homelessness, poverty, income inequality, death and poor health and education outcomes. Policy decisions affecting urban Natives and Tribes are often made without their input. The IAC would provide them with a stronger voice in City government.

**f. Climate Change Implications**

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

No

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

No

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

The goal of the Indigenous Advisory Council is to build and strengthen Indigenous representation and Indigenous knowledge in the City of Seattle's public policy processes and to promote and advance priorities and solutions identified by Native communities for Native communities in Seattle. Success will be measured by the adoption of new policies and regulations recommended by the IAC.

**List attachments/exhibits below:**



## Legislation Text

**File #:** Res 32034, **Version:** 1

### CITY OF SEATTLE

### RESOLUTION \_\_\_\_\_

A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the State Recreation and Conservation Office (RCO).

WHEREAS, state grant assistance is requested by The City of Seattle to aid in financing the cost of the

following projects to be administered by Seattle Parks and Recreation: Be'er Sheva Phase 2, and the Garfield Super Block; and

WHEREAS, on August 18, 2017, the Seattle City Council passed Resolution 31763, adopting The City of Seattle's 2017 Parks and Open Space Plan; and

WHEREAS, the projects are included in The City of Seattle's 2016-2021 Capital Improvement Program and the Seattle Park District Major Maintenance Plan; and

WHEREAS, state grant assistance is requested by Seattle Parks and Recreation to aid in financing the cost of the projects referenced above; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:**

Section 1. The City of Seattle (for the purposes of this resolution, "the City" and "we/us/our") has applied for or intends to apply to the State of Washington for funding assistance managed by the State Recreation and Conservation Office (RCO) for two Capital Improvement Program projects ("Proposed CIP Projects" or "Project(s)") in the amount set forth in the "Grant Request" column below:

Proposed CIP Projects	RCO Category / Project #	Grant Request	Match	Total
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Be'er Sheva Phase 2	Land and Water Conservation Fund (LWCF) Legacy Program / 21-1304	\$472,000	\$472,000	\$944,000
Garfield Super Block	LWCF - Legacy Program / 21-1305	\$2,085,000	\$2,085,000	\$4,170,000
<b>Total</b>		<b>\$2,557,000</b>	<b>\$2,557,000</b>	<b>\$5,114,000</b>

Section 2. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized to act as the authorized representative/agent for the City, who has or will have by the time any project agreement is executed full authority to bind the City regarding all matters related to the Project(s), including but not limited to full authority to: (1) approve submittal of a grant application to the RCO; (2) enter into a project agreement(s) on behalf of the City; (3) sign any amendments thereto on behalf of the City; (4) make any decisions and submissions required with respect to the Project(s); and (5) designate a project contact (s) to implement the day-to-day management of the grant(s).

Section 3. The City has reviewed the sample project agreement, which is attached to this resolution as Attachment 1. The City understands and acknowledges that, if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to tribes) and other terms and conditions substantially in the form contained in the sample project agreement, and that such terms and conditions of any signed project agreement shall be legally binding, to the extent allowed by law, on the City if the Superintendent or the authorized representative/agent enters into a project agreement on our behalf. The City’s obligations under any indemnity provision authorized by this resolution are subject to any limitations imposed by state law. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee’s self-insurance program and in the Judgment/Claims Fund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes. The City understands that the RCO reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above-authorized



representative/agent before execution.

Section 4. The City acknowledges and warrants that the Superintendent will have full legal authority to enter on its behalf into a project agreement(s) that include indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement to the maximum extent allowed by law or as may be revised prior to execution.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the RCO is purely voluntary on the part of the City.

Section 6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of the City.

Section 7. The City further understands that prior to executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that prior to execution of the project agreement(s), the Superintendent shall inform the City Council of any revisions to the project agreement from that of the sample project agreement and obtain required authority to enter the agreement on behalf of the City. The City also acknowledges and accepts that the Superintendent will not execute the project agreement(s) without required authorizing legislation and that after execution any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) may be deemed to be executed with the authorization of the City and apply to the maximum extent allowed by law.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project(s) referenced above.

Section 9. [Reserved from State template due to City legislative requirements.]

Section 10. If match is required for the grant, we understand the City must certify the availability of

match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 11. The City acknowledges that if it receives grant funds managed by the RCO, the RCO will pay us on a reimbursement basis. We understand “reimbursement basis” means that we will only request payment from the RCO after we incur grant-eligible and allowable costs and pay them. The RCO may also determine an amount of retainage and hold that amount until the Project(s) are complete.

Section 12. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or by the RCO in writing and per the project agreement or an amendment thereto. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for pursuant to the project agreement or an amendment thereto.

Section 13. The City passes this resolution with the understanding that it shall be deemed to be part of the formal grant application to the RCO.

Section 14. By adopting this resolution, the City warrants and certifies that it has full legal authority to commit the City to the warranties, certifications, promises, and obligations set forth in this resolution.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Sample RCO Project Agreement

**Project Sponsor:** Seattle Parks & Recreation Department  
**Project Title:** South Park Playground, Spray Park, and Playfield

**Project Number:** 18-2169D  
**Approval Date:** 09/14/2020

## PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and by and through the Seattle Parks & Recreation Department (Sponsor, and primary Sponsor), 300 Elliott Avenue West Suite 100, Seattle, WA 98119, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Data Universal Numbering System (DUNS) Number is 009483561.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

## PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal and State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## DESCRIPTION OF PROJECT

Seattle Parks and Recreation Department will use grant funds to create a new play area and spray park at the South Park Community Center (SPCC) and add recreation facilities for all ages including an adult fitness zone and synthetic turf playfield. The project will add a loop trail and lighting to the park, improving site accessibility for users. The primary recreational opportunity provided by this project is active play.

## PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2020 (project start date) and ends on December 31, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

## STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

## LONG-TERM OBLIGATIONS

For this development, renovation and restoration project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Project Sponsors section) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

## PROJECT FUNDING

The total grant award provided for this project shall not exceed \$1,070,323.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
<b>RCFB - LWCF Legacy Program</b>	9.60%	\$720,323.00	Federal
<b>RCFB - YAF - Large</b>	4.67%	\$350,000.00	State
<b>Project Sponsor</b>	85.73%	\$6,430,015.00	
<b>Total Project Cost</b>	100.00%	\$7,500,338.00	

## FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Federal Agency: US Dept of Interior

Catalog of Federal Domestic Assistance Number and Name: 15.916 - Land & Water Conservation Fund

Federal Award Identification Number: P20AP00429

Federal Fiscal Year: 2020

Federal Award Date: 09/14/2020

Total Federal Award: \$720,323

Federal Award Project Description: 53-00734 South Park Playground

Sponsor's Indirect Cost Rate: 0.00% of all costs for this agreement

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

## RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

## **AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

## **COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Land and Water Conservation Fund - Manual 15
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Youth Athletic Facilities - Manual 17

## **SPECIAL CONDITIONS**

### **#1: Cultural Resources-Survey Required**

Funding for this project is partially derived through the National Park Service's Land and Water Conservation fund; therefore it is subject to review under Section 106 of the National Historic Preservation Act. The lead agency has completed the initial consultation for this project and a cultural resources survey is required. The survey must include archaeological testing and an evaluation of the eligibility of the community center for National Register inclusion (including completing of required Historic Property Inventory forms). The Sponsor must submit to RCO the completed cultural resources survey, meeting federal standards, and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Please insure that your project milestones provide ample time for the Agencies to coordinate review with the consulting parties. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation and Section 106 of the National Historic Preservation Act.

### **#2: Final Boundary Map**

Prior to award close-out and finalization of the LWCF protected boundary map, the Sponsor shall submit a Proposal for a Public Facility in a Section 6(f) Area for the South Park Community Center, so the NPS can make a determination about whether it should be included or excluded from the new boundary.

#3: The following language replaces the Indemnification section within the Standard Terms and Conditions of the Recreation and Conservation Office:

## **INDEMNIFICATION**

To the maximum extent allowed by State law, the Sponsor shall defend, indemnify, and hold the State and its officers and RCO: 18-2169

Revision Date: 7/1/2020

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employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier and such terms and conditions shall be legally binding to the extent allowed by law.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

## **AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

### **Sponsor Project Contact**

Robert Warner  
Grants and Contracts Coordinat  
CASO 300 Elliott Avenue West, Suite 100  
Seattle, WA 98119  
robert.warner@seattle.gov

### **RCO Contact**

Allison Dellwo  
Natural Resources Building  
PO Box 40917  
Olympia, WA 98504-0917  
allison.dellwo@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

## **ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

## **EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for project 18-2169, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**Seattle Parks & Recreation Department**


By:   
Jesus Aguirre Dec 14, 2020 09:19 PST

Date: Dec 14, 2020

Name (printed): Jesus Aguirre

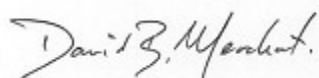
Title: Superintendent

**State of Washington Recreation and Conservation Office  
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By:   
For Kaleen Cottingham  
Director  
Recreation and Conservation Office

Date: Dec 14, 2020

Pre-approved as to form:

By:   
Assistant Attorney General

Date: 07/01/2020



**Project Sponsor:** Seattle Parks & Recreation Department  
**Project Title:** South Park Playground, Spray Park, and Playfield

**Project Number:** 18-2169D  
**Approval Date:** 09/14/2020

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

#### Development Metrics

##### Worksite #1, South Park Community Center

##### Athletic Fields

###### Multi-purpose field development

Number of multi-purpose fields: 0 new, 0 renovated

Number of multi-purpose fields with lighting: 0 new, 1 renovated

##### General Site Improvements

###### Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:

Concrete 2624

Lighting provided (yes/no): Yes

We will be installing pedestrian lighting.

###### Landscaping improvements

Acres of landscaped area : 1.20

Select the landscape features: Drainage, Grass/turf, Groundcover, Irrigation, Native vegetation, Planters, Trees/shrubs

##### Play Areas

###### Playground development

Number of play areas: 1 new, 0 renovated  
We will remove the existing underutilized play area and constructing a new play area in a different area on the site with age-appropriate and accessible play elements, designed for 2-5 year olds and 5-12 year olds.

Number of climbing walls/rocks: 0 new, 0 renovated

Select the play area surface material type: Engineered wood fiber

##### Site Preparation

###### General site preparation

##### Sports Facilities

###### Install fitness course

Number of fitness courses: 1 new, 0 renovated  
This is a new outdoor Fitness Zone, with fitness stations and exercise equipment located adjacent to the new play area. All the stations/equipment are located in one area and not on a course or trail.

Fitness course type and size:

Fitness center (acres) 0.3

Number of fitness/workout stations: 8 new, 0 renovated

##### Swimming Facilities

###### Spray park development

Number of sprayparks/water play areas: 1 new, 0 renovated

We are removing an old wading pool in on the NW side of the park, and replacing it with a new spray park adjacent to the new play area on the east side of the park.

## **Utilities**

### **Install power utilities**

Select the power utilities:

General service connection, Power line

## **Cultural Resources**

### **Cultural resources**

## **Permits**

### **Obtain permits**

## **Architectural & Engineering**

### **Architectural & Engineering (A&E)**

**Project Sponsor:** Seattle Parks & Recreation Department  
**Project Title:** South Park Playground, Spray Park, and Playfield

**Project Number:** 18-2169D  
**Approval Date:** 09/14/2020

## Project Milestones

### PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Design Initiated	10/01/2020	Eligible pre-agreement costs on or after January 9, 2017 shall be entitled to reimbursement or use as match
X	Project Start	10/01/2020	
	Progress Report Due	12/01/2020	Report due for period ending September 30, 2020 to capture pre-award activities/costs
	60% Plans to RCO	12/15/2020	
	SEPA/NEPA Completed	01/31/2021	Categorical exclusion recommended - need Federal confirmation
	Applied for Permits	02/15/2021	
	Cultural Resources Complete	02/28/2021	Survey required, See special condition #1
	All Bid Docs/Plans to RCO	03/31/2021	
	Bid Awarded/Contractor Hired	04/30/2021	
	Construction Started	05/31/2021	Recieve notice to proceed from RCO before breaking ground
	Progress Report Due	06/30/2021	
	Annual Project Billing Due	07/31/2021	
	Progress Report Due	10/31/2021	Report due for period ending September 30, 2021
	50% Construction Complete	12/01/2021	
	Special Conditions Met	12/31/2021	See special condition #2
	RCO Interim Inspection	03/31/2022	
	90% Construction Complete	06/30/2022	
	Progress Report Due	06/30/2022	
	Annual Project Billing Due	07/31/2022	
	Construction Complete	08/31/2022	
	Funding Acknowl Sign Posted	09/01/2022	
	Final Billing Due	10/15/2022	
	RCO Final Inspection	10/15/2022	
	Final Report Due	10/31/2022	
	Agreement End Date	12/31/2022	

**Project Sponsor:** Seattle Parks & Recreation Department  
**Project Title:** South Park Playground, Spray Park, and Playfield

**Project Number:** 18-2169D  
**Approval Date:** 09/14/2020

## Land and Water Conservation Fund General Provisions

### EFFECTIVE DATE

NPS Approved October 1, 2020

### ARTICLE XIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

### ARTICLE XIV - INSURANCE AND LIABILITY

- A. Insurance. The Recipient is expected to have sufficient financial resources to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. Indemnification. The Recipient hereby agrees to: Indemnify the Federal government, and the NPS, from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.  
  
Provide workers' compensation protection to its officers, employees, and representatives.  
  
Cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Recipient, its agents, and employees.
- C. Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- D. Identified activities: renovate existing public outdoor recreation facilities.

### ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the AO and the authorized representative of the Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and in Attachment A and B.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342 and in Attachment A and B.

### ARTICLE XVIII – GENERAL AND SPECIAL PROVISIONS

#### A. General Provisions

- 1) OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

b) **Determination of Allowable Costs:**

*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

c) **Audit Requirements:**

*2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";*

*2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";*

*43 CFR 18, "New Restrictions on Lobbying";*

*2 CFR Part 175, "Trafficking Victims Protection Act of 2000";*

*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

*2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and*

*2 CFR Part 170, "Reporting Subawards and Executive Compensation".*

- 2) **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 3) **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- 4) **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 5) **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 6) **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 7) **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 8) **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
- 9) **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 10) **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen

during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

- 11) **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 12) **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- 13) **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 14) **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- 15) **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.
- 16) **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305(5)). As allowed under 2 CFR §200.307 and the LWCF Manual, program income may be added to the Federal award by agreement of the NPS and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

## B. Special Provisions

### 1) Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full

responsibility for any statements on which there is a difference of opinion.

- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.
- 5) **Audit Requirements**
  - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
- 6) **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
- 10) **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
  - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
  - b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
  - c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).
- 11) **Reporting Subawards And Executive Compensation**

Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.ftrs.gov/> for more information.

**12) Conflict of Interest**

a) Applicability

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

**13) Minimum Wages Under Executive Order 13658 (January 2015)**

a) Definitions. As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—



1. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and
    - i. Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
    - ii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
    - iii. Regardless of the contractual relationship alleged to exist between the individual and the employer.
  2. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).
  3. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- b) Executive Order Minimum Wage rate.
1. The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).
  2. The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
  3.
    - i. The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
    - ii. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.
    - iii. The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
  4. The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
  5. The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

6. The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
7. Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
8. The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
9. The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

1. This clause applies to workers as defined in paragraph (a). As provided in that definition—
  - i. Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;
  - ii. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
  - iii. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
2. This clause does not apply to—
  - i. Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
  - ii. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - a. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
    - b. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
    - c. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) Payroll Records.

1. The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
    - i. Name, address, and social security number;
    - ii. The worker's occupation(s) or classification(s);
    - iii. The rate or rates of wages paid;
    - iv. The number of daily and weekly hours worked by each worker;
    - v. Any deductions made; and
    - vi. Total wages paid.
  2. The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.
  3. The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
  4. Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
  5. Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

- 14) **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors

from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

**15) Data Availability:**

- a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
  - i. The scientific data relied upon;
  - ii. The analysis relied upon; and
  - iii. The methodology, including models, used to gather and analyze data

**ARTICLE XIX – ATTACHMENTS**

The following completed documents made a part of this Agreement:

- A. LWCF General Provisions
- B. LWCF Federal Financial Assistance Manual (v. 69, October 1, 2008)
- C. Project Application and Attachments
- D. 36 C.F.R. Part 59

**ATTACHMENT A – LWCF GENERAL PROVISIONS - PART I**

**Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 69 (October 1, 2008).
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

## **ATTACHMENT A – LWCF GENERAL PROVISIONS - PART II**

### **Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

- 1) By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XVII.A.2 of the Grant Agreement to which these terms are attached.
- 2) The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

## **ATTACHMENT A – LWCF GENERAL PROVISIONS - PART III**

### **Project Assurances**

A. Project Application

- 1) The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2) The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3) The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

- 1) The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
- 2) The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
- 3) The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- 4) The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
- 5) In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee in accord with Section C below.
- 6) The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
- 7) The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
- 8) The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990

relating to the protection of wetlands.

- 9) The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- 10) The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

#### C. Project Termination

- 1) The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
- 2) The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
- 3) The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4) The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
- 5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

#### D. Project Closeout

- 1) The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
- 2) Within 90 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the Service prior to requesting final reimbursement.
- 3) After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
- 4) The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

**Project Sponsor:** Seattle Parks & Recreation Department  
**Project Title:** South Park Playground, Spray Park, and Playfield

**Project Number:** 18-2169D  
**Approval Date:** 09/14/2020

## Standard Terms and Conditions of the Recreation and Conservation Office

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## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/15/2020.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement, terms of the Agreement, or project agreement** – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual** – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant** – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**completed project or project completion** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**development project** – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project

may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

**director** – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**indirect cost** – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

**long-term compliance period** – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

**long-term obligations** – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**notice of grant** – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area** - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

**project completion or completed project** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.

- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCFB** – Recreation and Conservation Funding Board

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** – Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation** – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

**useful service life** – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC** – Washington Administrative Code.

## **PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

## **RESPONSIBILITY FOR PROJECT**

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

## **INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not

apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

#### **INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **COMPLIANCE WITH APPLICABLE LAW**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community

service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
  - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. Non ground disturbing projects (such as acquisition or planning project) all cultural resources requirements must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 05-05 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1) Keep the IDP at the project site.
  - 2) Make the IDP readily available to anyone working at the project site.
  - 3) Discuss the IDP with staff and contractors working at the project site.
  - 4) Implement the IDP when cultural resources or human remains are found at the project site.

## F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
  - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
  - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a

waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
  - 4) A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
  - 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
  - 2) Are not included as contributions for any other Federal award;
  - 3) Are necessary and reasonable for accomplishment of project or program objectives;
  - 4) Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013) as updated and amended;
  - 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - 7) Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.



F. **Requirements for Federal Subawards:** Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
- 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
- 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property relationship and 200.329 Reporting on real property (2013).

#### RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

#### COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

- 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
  - 2) Value of any service(s) furnished;
  - 3) Value of any opportunities furnished; and
  - 4) Prevailing range of public fees in the state for the activity involved.
- D. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013) as updated and amended.

## PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
  - 2) Specify in the notice the date for submittal of bids/proposals;
  - 3) Specify in the notice the general procedure and criteria for selection; and
  - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

### B. Requirements for Federal Subawards.

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

## TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):
- 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and

condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- 4) Adequate maintenance procedures must be developed to keep the property in good condition.
- 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

## **RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

## **STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

## **PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## **ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
  - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
  - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - 1) The fund source;
  - 2) The percentage of the total costs of the project that is financed with federal money;

- 3) The dollar amount of federal funds for the project; and
- 4) The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

## PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
  - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

## LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of

whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.

- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

## **CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
  - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  - 2) In a reasonably safe condition for the project's intended use;
  - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
  - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
  - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **RECORDED NOTICE OF GRANT**

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

## **PROVISIONS FOR FEDERAL SUBAWARDS**

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause

provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

## PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

## ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;

- G. Applicable deed restrictions, and/or governing documents.

#### **LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

#### **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

#### **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### **SPECIFIC PERFORMANCE**

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

#### **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

##### **A. For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:



- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

**C. Rights of Remedies of the RCO.**

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

**D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

**DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

**ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**END OF AGREEMENT**

This is the end of the agreement.

# 18-2169 Seattle Parks & Recreation, South Park Playground, Spray Park - Agreement

Final Audit Report

2020-12-14

Created:	2020-12-03
By:	Lanlalit Nicolai (lanlalit.nicolai@rco.wa.gov)
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## "18-2169 Seattle Parks & Recreation, South Park Playground, Spray Park - Agreement" History


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 Agreement completed.

2020-12-14 - 6:19:18 PM GMT

## SUMMARY and FISCAL NOTE\*

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Parks and Recreation	Bob Warner/684-8003	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:** A RESOLUTION relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to act as the authorized representative/agent on behalf of The City of Seattle and to legally bind The City of Seattle with respect to certain projects for which the City seeks grant funding assistance managed through the State Recreation and Conservation Office (RCO).

**Summary and background of the Legislation:** This proposed legislation authorizes Seattle Parks and Recreation (SPR) to submit grant applications to the State of Washington Recreation and Conservation Office (RCO) for state funding assistance for the projects and amounts listed in the table below. This resolution is required as part of the formal RCO grant application process.

Improvements potentially funded by the RCO grant and City or other match sources are listed in the table below.

Project Name / Brief Description	RCO Category / Project #	RCO Grant Request	Match Source (confirmed or pending)	Total
Be'er Sheva Phase 2:  Seattle Parks and Recreation's (SPR's) Be'er Sheva project is a development project located along the shoreline of Lake Washington in the Rainier Beach community of Southeast Seattle. This park improvement project will enhance a 2.4-acre waterfront park. Improvements will include .4 acres of upland area and 2 acres of shallow underwater lake shoreline. Upland improvements include: installing a fitness zone, with a lit walking loop pathway, exercise equipment, resilient surfacing and landscaping. Additional Park improvements include installing	Land and Water Conservation Fund (LWCF) Legacy Program / 21-1304	\$472,000	King Co. Conservation Water Management Grant \$327,000 (confirmed-Seattle Parks Foundation Match)  City of Seattle – REET \$100,000 (pending)	\$944,000

<b>Project Name / Brief Description</b>	<b>RCO Category / Project #</b>	<b>RCO Grant Request</b>	<b>Match Source (confirmed or pending)</b>	<b>Total</b>
new picnic tables, barbecues, and bike racks. In-water, salmon restoration elements include aquatic vegetation mounds and large logs for habitat and sediment control.			SPR Donated Services/Labor \$45,000 (confirmed)  = \$472,000	
<p>Garfield Super Block:</p> <p>SPR's Garfield Super Block (GSB) project is a development project located in the Central District in Seattle. This community-led full renovation project will use LWCF funds to install new site furnishings, improved ADA access, play equipment and nature play, restroom facility with attached community space and covered picnic area, a circular pathway with lighting, a Parkour element, a bouldering climbing wall, multi-court reconfiguration and resurfacing and landscaping improvements throughout.</p>	LWCF - Legacy Program / 21-1305	\$2,085,000	<p>Seattle Park District Major Maintenance Funds \$1,000,000 (confirmed)</p> <p>City of Seattle – REET appropriated in 2021 mid-year supplemental \$500,000 (confirmed)</p> <p>City of Seattle, Equitable Development Initiative Grant \$50,000 (confirmed-Seattle Parks Foundation Match)</p>	\$4,170,000

<b>Project Name / Brief Description</b>	<b>RCO Category / Project #</b>	<b>RCO Grant Request</b>	<b>Match Source (confirmed or pending)</b>	<b>Total</b>
			City of Seattle, Office of Economic Development Grant \$25,000 (confirmed-Seattle Parks Foundation Match)  King County, 4Culture Grant \$10,000 (confirmed-Seattle Parks Foundation Match)  Seattle Public Schools, Public Levy \$500,000 (pending)  = \$2,085,000	
	<b>Total</b>	<b>\$2,557,000</b>	<b>\$2,557,000</b>	<b>\$5,114,000</b>

SPR applies for RCO grants bi-annually and has garnered a strong success rate in securing additional funding for planned capital projects. In 2020, SPR completed 11 RCO applications for a total of \$6,120,860 in the following RCO grant categories:

<b>RCO Grant Category</b>	<b>Amount</b>
Aquatic Lands Enhancement Act (ALEA)	\$500,000
Land and Water Conservation Fund (LWCF)	\$1,000,000
Land and Water Conservation Fund (LWCF) Legacy	\$1,920,860

<b>RCO Grant Category</b>	<b>Amount</b>
Washington Wildlife and Recreation Program (WWRP)	\$2,000,000
Youth Athletic Facilities (YAF)	\$700,000
<b>Total:</b>	<b>\$6,120,860</b>

The RCO grants require a local match and will only fund projects that are included in an adopted plan. The recommended projects meet both criteria, as they are either included in the 2017 Parks and Open Space Plan, the 2016-2021 Capital Improvement Program and/or the Seattle Park District Major Maintenance Plan. SPR's required matching funds for the projects are appropriated in SPR's 2016-2021 Capital Improvement Program.

RCO will announce the grant award recommendations in Q1 2022, but the actual grant awards will not be contracted until Q4 2022. RCO funding will support currently unfunded project elements.

## **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

## **4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?  
 No other departments are affected by this legislation.
- 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 are 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?  
 Both of these projects (Be'er Sheva Phase 2 and Garfield Super Block) are in ethnically diverse and underserved communities. Both projects serve communities beyond their immediate vicinity and completion of these projects will ensure that the parks are open and accessible to all.



Both Be'er Sheva Phase 2 and Garfield Super Block projects support the City's Race and Social Justice Initiative (RSJI) and Be'er Sheva in particular fulfills the Language Access Plan goals.

From 2017 through July 2021, the Be'er Sheva project engaged in a thorough public outreach process, attended by approx. 450 participants, 83% people of color with 14 languages spoken, with language interpretation in Somali, Amharic, Mandarin and Vietnamese.

**f. Climate Change Implications**

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

Any carbon emissions from material production will be minimal, and no additional emissions are predicted. Additions of bike racks and landscaping may actually reduce carbon emissions over time.

**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.**

Resilient pavement, landscaping, and in- and near-shore habitat improvements will increase resiliency at these parks.

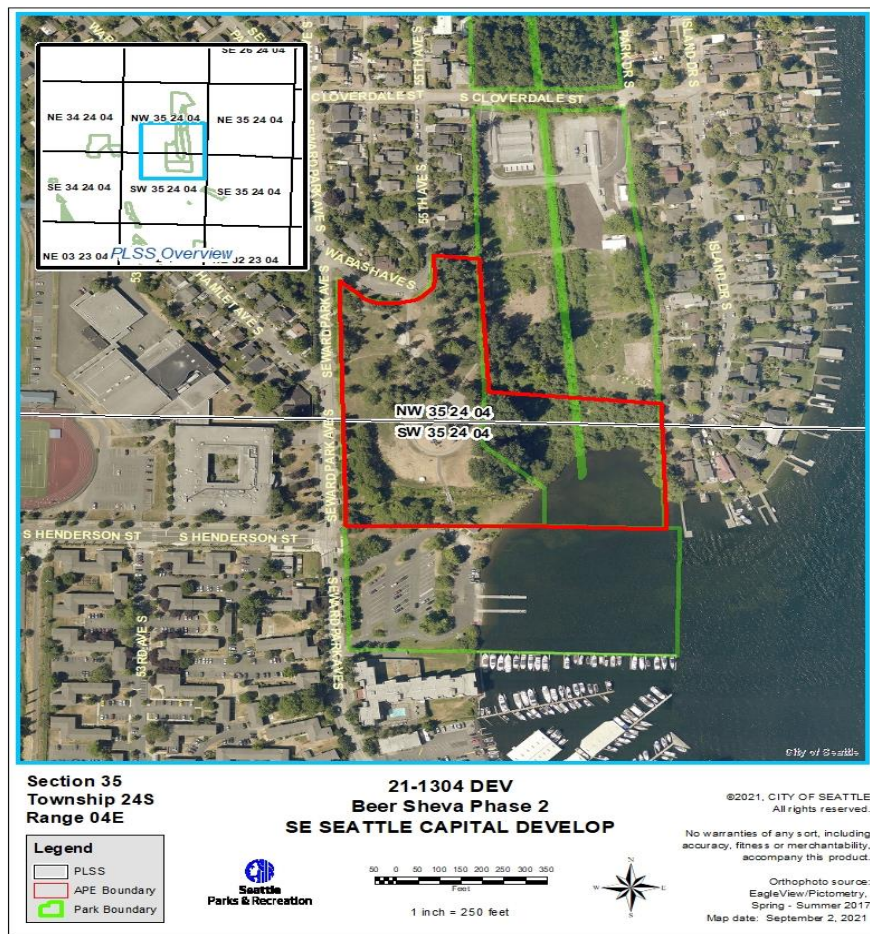
**g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**

N/A

**List attachments/exhibits below:**

Summary Attachment A - Project Maps

Be'er Sheva Phase 2  
8702 Seward Park Ave So., Seattle WA 98118



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

GARFIELD SUPER BLOCK  
2323 E Cherry St., Seattle WA 98122



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



## Legislation Text

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**File #:** CB 120248, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to City employment; creating a compensation program for the position of Fire Chief; specifying provisions for the administration of said compensation program; and ratifying and confirming certain prior acts.

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

Section 1. Establishing a Compensation Program. As recommended by the Seattle Human Resources Director, there is established a discretionary pay program to be known as the Fire Chief compensation program for the department head of the Seattle Fire Department.

A. Base Pay: Effective July 1, 2021, the Fire Chief compensation program is established as specified:

Department: Seattle Fire Department

Title: Fire Chief

Salary Rate/Hour \$88.69 - \$141.91

This title shall be used only for the position that may be interchangeably referenced as the Seattle Fire Department Director. The Mayor shall have the discretion to pay the incumbent in this position a base salary anywhere within the band.

B. Establishing a Position Title. Position No. 00006598, Executive 4, is retitled to Fire Chief with no change in status, effective July 1, 2021.

C. The Seattle Human Resources Director shall review the pay band at least every two years and recommend adjustments to the structure for approval by the City Council.

Section 2. The Fire Chief is eligible for any market adjustments approved by the Mayor.

Section 3. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 4. The heads of respective departments affected by this ordinance are authorized to make administrative decisions necessary to carry out the intent of this ordinance and to use unexpended and unencumbered funds accumulating in their respective budgets to pay the compensation authorized by this ordinance in accordance with Seattle Municipal Code Chapter 5.08.

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 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.

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Monica Martinez Simmons, City Clerk

(Seal)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Seattle Department of Human Resources	Amanda Grumbach/ 206-684-3068	Kailani DeVille/ 206-615-0703

*\* 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 City employment, creating a compensation program for the position of Fire Chief, specifying provisions for the administration of said compensation program; and ratifying and confirming certain prior acts.

**Summary and background of the Legislation:** If passed, this legislation

a. This legislation creates a new compensation program for the Fire Chief. Effective July 1, 2021, Position 00006598, which is designated as Executive 4 and filled by the person commonly known as the Seattle Fire Department Director, will be retitled to Fire Chief. The base pay provided by this legislation will become effective on July 1, 2021.

b. The Fire Chief is eligible for any market adjustment approved by the Mayor. The Seattle Human Resources Director shall review the pay band at least every two years and recommend adjustments to the structure for approval by City Council.

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

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

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

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

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

This legislation establishes a pay band for Fire Chief, also known as the Seattle Fire Department Director, which includes the current pay of the position. Additional salary costs will be absorbed by the department.

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

The City cannot establish a Fire Chief compensation program without legislation.

#### 4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**  
This legislation affects the Seattle Fire Department.
- 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?**  
N/A
- 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

**List attachments/exhibits below:**

None.





## Legislation Text

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**File #:** CB 120247, **Version:** 2

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to the organization of City government; adding data reporting responsibilities to the City Attorney's Office; and adding a new Chapter 3.46 to the Seattle Municipal Code.

WHEREAS, in 2017, the City Attorney's Office piloted a pre-filing diversion program for a number of

misdemeanor offenses for adults aged 18-24 in partnership with the community-based organization

Choose 180; and

WHEREAS, the Council provided funding in the 2018 budget for the City Attorney's Office to maintain a pre-filing diversion program; and

WHEREAS, in 2018 the City Attorney's Office began providing pre-filing diversion and relicensing support with the community-based organization Legacy of Equality, Leadership, and Organizing (LELO) for individuals accused of Driving While License Suspended in the 3rd degree; and

WHEREAS, starting in 2021, the City Attorney's Office partnered with the community-based organization Gay City to support individuals aged 18-24 accused of non-intimate partner family-based domestic violence; and

WHEREAS, the Seattle Reentry Workgroup Report, issued in 2018, recommended expanding the use of pre-filing diversion to individuals aged 25 and older, and the Council adopted Statement of Legislative Intent CJ-24-A-2 in the 2020 Adopted Budget to request that the City Attorney's Office evaluate the staffing and resources that would be needed to expand diversion to individuals 25 and over; and

WHEREAS, the Council also provided funding for the City Attorney's Office to conduct a Racial Equity

Toolkit assessing the concept of expansion; and

WHEREAS, the Council added funding in the 2021 Adopted budget for the City Attorney's Office to expand pre-filing diversion to adults 25 and over; and

WHEREAS, both the City and King County have been integrating approaches to move towards restorative practices focused on repairing the harm caused by alleged criminal activity rather than further involvement in the criminal legal system and incarceration; and

WHEREAS, Choose 180 also works with King County doing felony diversion for juveniles and KUOW has reported that in the past two years, King County reached "a tipping point in which...prosecutors sent more juvenile cases to intervention programs like Choose 180 than they filed in court."; and

WHEREAS, the South Seattle Emerald reported that at King County, "[a] program review from 2014 showed just under 20% of youth diverted to Choose 180's program committed additional crimes within a year - only 5% lower than a control group with similar characteristics. By 2020, Choose 180's annual report noted that 96% of the young people it served did not reoffend within a year."; and

WHEREAS, between the program's inception in 2017 through 2020, 93 percent of individuals had no new criminal convictions; and

WHEREAS, the Seattle Times reported that Choose 180's success validated the City Attorney's Office's "view that when you fashion remedies to youth criminal behavior on a case-by-case basis, with an understanding of the individual needs of the offender and involvement from the community, the public is ultimately safer."; and

WHEREAS, the Seattle Times also reported that "[t]urning around young people at the misdemeanor stage with solutions that don't involve courts and prisons, at a time in their lives when they're still developing decision-making skills, is critical... once you officially pay your debt to society, society keeps making you pay. The stigma of incarceration follows you wherever you go."; and

WHEREAS, the Seattle Times also reported that "[s]tudies have shown that jailing young people - in particular

for the type of lower-level crimes that make youths eligible for programs like Choose 180 - does little to make them fit to re-enter society. And the idea of ‘healing’ those who commit crimes has been treated as secondary to maintaining public order and safety, instead of a key element in achieving those ends.”; and

WHEREAS, the regional movement towards restorative justice approaches also includes organizations such as Community Passageways, which has received multiple awards, including the Community Trailblazer Award, the MLK Vision From The Mountaintop Award, Federal Way Schools HERO Award, the Ezzles Legacy Builder Award, and the 2020 Northwest Regional Emmy Award; and

WHEREAS, the City Attorney’s Office also supports pre-booking diversion programs; and

WHEREAS, LEAD began in 2011 as Law Enforcement Assisted Diversion, a program intended to help individuals allegedly committing crimes stemming from unmet behavioral health needs or poverty avoid arrest by connecting them with case managers and long-term wraparound services; and

WHEREAS, as the program has evolved, it expanded to accept referrals unrelated to law enforcement, and in 2020, changed its name to Let Everyone Advance with Dignity to reflect as much; and

WHEREAS, in 2015, the Seattle Times editorial board published an op-ed recommending that based on research about the LEAD project, that “Seattle and King County, which pays for felony prosecutions, should go big with LEAD” and that “[l]ocal leaders are smart enough on crime to know that LEAD is not some get-out-of-jail card. It is an acknowledgment that the status quo does not work.”; and

WHEREAS, in 2021, the Seattle Times editorial board published an op-ed stating that “[a]llowing police to confiscate drugs and send users to treatment reduces courthouse burdens and pointless jail bookings for people who need help. It’s also already proven. Seattle launched its Law Enforcement Assisted Diversion program in 2011, and King County and jurisdictions nationwide have adopted their own versions.”; and

WHEREAS, currently, the City Attorney’s Office supports pre-booking diversion through staff attorneys

dedicated to support 1) LEAD; 2) Co-LEAD, an interim program of LEAD designed to provide services and stabilization for individuals who were not being arrested, charged or otherwise detained for alleged criminal law violations due to public health considerations regarding COVID-19; and 3) King County Vital, a program providing comprehensive support and case management for individuals with behavioral health and substance use disorder who are frequently involved in the criminal legal system; and

WHEREAS, reducing involvement in the criminal legal system through diversion programs can help individuals avoid both the harms of experiencing the system and incarceration itself as well as the collateral consequences of having a criminal record, which include obstacles to finding employment and housing; and

WHEREAS, in requiring data reporting, the Council intends to increase transparency in how the criminal legal system works and examine if and how the City Attorney's Office is being effective in increasing public safety; and

WHEREAS, Article XIII, Section 3 of the City Charter provides that "The City Attorney shall have full supervisory control of all the litigation of the City, or in which the City or any of its departments are interested, and shall perform such other duties as are or shall be prescribed by ordinance;" and

WHEREAS, this ordinance is intended to prescribe additional duties of the City Attorney's Office to provide data and reports to the Council; and

WHEREAS, the City Attorney's Office is currently undergoing a transition of leadership effective January 1, 2022, introducing potential uncertainty; and

WHEREAS, the Council intends this legislation to communicate its intentions for the City Attorney's Office to report data to reduce that uncertainty; NOW, THEREFORE,

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

Section 1. A new Chapter 3.46 is added to the Seattle Municipal Code is added to Subtitle II of Title 3 as

follows:

## **CHAPTER 3.46 CITY ATTORNEY'S OFFICE**

### **3.46.010 Name and purpose**

A. The Law Department, as established by Article XIII of the City Charter, may also be called the City Attorney's Office. All references in the Seattle Municipal Code, ordinances and resolutions, and other documents to the City Attorney's Office shall be construed to refer to the Law Department.

B. The purpose of this Chapter 3.46 is to prescribe duties in addition to the existing duties of the City Attorney as referenced in Article XIII of the City Charter.

### **3.46.020 Duties**

A. The City Attorney's Office shall provide quarterly reports to the Chair of the Council committee with jurisdiction over public safety with the following information:

1. Percentage and number of cases charged compared to police reports declined or diverted;
2. Percentage and number of cases going to trial and for which offenses;
3. Percentage and number of charges resulting in conviction, including, but not limited to, dispositional continuances and the ultimate disposition in those cases;
4. The final disposition on all charged cases; and
5. As available in the criminal case management system, demographics, including race,

ethnicity, and gender for individuals for individuals in cases identified in subsections 3.46.020.A.1 through 3.46.020.A.4.

B. The City Attorney's Office shall provide annual reports to the Chair of the Council committee with jurisdiction over public safety with the following information for each part of the pre-filing diversion program, including, but not limited to, mainstream pre-filing diversion, pre-filing diversion for non-intimate partner domestic violence charges, pre-filing diversion for violations of driving without a license 3, and any expanded

or successor programs:

1. Total number of individuals referred to, participating in, and completing the program;
2. Identification of barriers preventing individuals participating in the program from completing the program;
3. Total number of reports referred;
4. Total number of reports diverted;
5. Self-identified race, ethnicity, and gender for individuals referred, participating, and completing the program;
6. The self-identified race and ethnicity for victims supporting participant diversion and for the corresponding participant as well as for where referred individuals cannot participate in diversion because victims expressed safety concerns;
7. Self-reported age, housing status, housing stability, employment status, school enrollment, income, employment if a student, and whether the individual is supporting children;
8. Services provided or after care through the Court Resource Center, the party contracted to provide diversion services, or otherwise;
9. Recidivism for crimes committed in Washington State; and
10. The annual goal for each part of the program and if the goal was met.

C. The City Attorney's Office shall notify the Council at least 90 days before it implements any material changes to the pre-filing diversion program, including, but not limited to changes in eligibility parameters for individuals to qualify or participate in pre-filing diversion, changes in the type of offenses that are eligible for diversion, and changes in the pre-filing diversion model or how it is being administered that would impact participants, to the extent such information is not protected by attorney work-product.

D. The City Attorney's Office shall provide quarterly reports to the Chair of the Council committee with jurisdiction over public safety with any changes from the scope of work as of 2021 for the attorneys and

paralegals supporting pre-booking diversion programming and the reason for such changes, including, but not limited to:

1. The scope of discretion of the attorney making filing decisions for booked/in-custody reports and out of custody reports;
2. Coordinating negotiation for all enrolled clients with open Seattle Municipal Court cases;
3. Appearing at all substantive enrolled client hearings at Seattle Municipal Court;
4. Attending all LEAD operational workgroup meetings and other LEAD, Co-LEAD, and Vital meetings;
5. Training new staff working on pre-booking diversion;
6. Tracking information on enrolled clients; and
7. Primary focus of the pre-booking diversion attorneys on pre-booking diversion programming except for short-term coverage of other matters.

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 \_\_\_\_\_, 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.

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Jenny A. Durkan, Mayor

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

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Monica Martinez Simmons, City Clerk

(Seal)



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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Venkataraman/4-5382	

*\* 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 organization of City government; adding data reporting responsibilities to the City Attorney's Office; and adding a new Chapter 3.46 to the Seattle Municipal Code.

**Summary and background of the Legislation:** The City Attorney's Office implements a pre-filing diversion program and supports pre-booking diversion through staff support of the LEAD program. Given the transition of leadership effective January 1, 2022, this ordinance would add data collection and reporting requirements to the duties of the City Attorney's Office. These reporting requirements will help to increase transparency about how the City Attorney's Office is handling diversion programming as well as about how the City Attorney's Office is effectively addressing community safety.

### **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?**

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

No

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

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

No

### **4. OTHER IMPLICATIONS**

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

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

The City Attorney's Office will be responsible for collecting and reporting data to the Council on a quarterly and annual basis.

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

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

No

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

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

No

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

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

No

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

The criminal legal system, including the City Attorney's Office, is rife with racial disproportionality, affecting Black and brown communities across the city. Increasing transparency by requiring data collection and reporting to the Council will help the Council and the public assess whether the City Attorney's Office's approach to prosecution and diversion is reducing, maintaining, or increasing institutional racism and consequently, community safety.

**f. Climate Change Implications**

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

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

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.**

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

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).**

This answer should highlight measurable outputs and outcomes.

NA

**List attachments/exhibits below:**



## Legislation Text

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**File #:** Res 32033, **Version:** 2

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### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION declaring the City Council's and the Mayor's intent to consider strategies to ensure that all unreinforced masonry buildings in Seattle are seismically retrofitted.

WHEREAS, Seattle has over 1,100 unreinforced masonry buildings (URMs), which are buildings typically

built prior to 1945 with brick or clay tile bearing walls where the parapets and walls are not secured to the floors and roofs; and

WHEREAS, URMs are vulnerable to damage or collapse during earthquakes, potentially endangering people

within the buildings if walls fully or partially collapse and pedestrians if parapets break away and fall into the street; and

WHEREAS, the February 2001 6.8 magnitude Nisqually earthquake injured about 400 people and caused

around \$2 billion in property damage, including over \$8 million in repair costs to URMs in Seattle; and

WHEREAS, of the buildings The City of Seattle ("City") determined to be unsafe following the Nisqually

earthquake, two-thirds were URMs; and

WHEREAS, in 2017, Seattle's Office of Emergency Management reported to the City Council ("Council") that

within the next 50 years, Seattle has an 86 percent chance of experiencing another 6.8 magnitude earthquake and a 33 percent chance of an 8.0 magnitude earthquake; and

WHEREAS, the City's February 2020 list of confirmed URMs reveals that many of these buildings are located

in Seattle's historic neighborhoods, with the highest concentrations in Capitol Hill, Pioneer Square, and the Chinatown/International District; and

WHEREAS, of the confirmed URMs in Seattle, over 70 are identified by the City as critical risk, which are

schools and emergency service facilities, and around 180 are high risk, which are buildings over three stories in poor soil conditions and buildings containing public assembly spaces with occupancies of more than 100 people; and

WHEREAS, the City has a long history of attempting to address the safety risks posed by URM, beginning with the Council's adoption of a structural standard for all URM in the 1970s, which was later repealed due to the costs of implementing the upgrades; and

WHEREAS, the City convened URM Policy and Technical Committees in 2008 to develop a cost-effective seismic retrofit standard and a mandatory retrofit program based on the proposed standard; and

WHEREAS, in 2011 the URM Technical Committee recommended adopting a modification of a standard based on a retrofit standard commonly used in California, but the URM Policy Committee did not provide a recommendation; and

WHEREAS, at the request of the Council, the City convened a new URM Policy Committee in 2012 to recommend elements of a mandatory city-wide URM retrofit policy; and

WHEREAS, the URM Policy Committee released its final recommendations in 2017, which recommended a timeline of seven, ten, or 13 years for completing URM retrofits, based on vulnerability and use of the structure, and outlined a process for completing mandatory URM retrofits; and

WHEREAS, the City does not currently require a major seismic retrofit of URM that are not undergoing a substantial alteration; and

WHEREAS, the City funded a report by the National Development Council, released in May 2019, on potential financing and funding mechanisms for seismic upgrades, which estimated total costs for retrofitting privately owned URM to be \$1.28 billion; and

WHEREAS, in 2020, the Washington State Legislature passed and the Governor signed into law House Bill 2405, which established a voluntary commercial property assessed clean energy and resiliency ("C-PACER") program that may be used to finance energy efficiency and seismic retrofits for commercial

and multifamily buildings; and

WHEREAS, on November 16, 2021, the King County Council adopted the framework for a C-PACER program, authorized by Revised Code of Washington Chapter 36.165, and the program is anticipated to begin accepting applications in early 2022; and

WHEREAS, the City recognizes that the greatest barrier for building owners is the cost of the seismic retrofits and that many building owners will need support accessing financial assistance for the program to be successful; and

WHEREAS, near-term investments in seismic retrofits will contribute to Seattle’s recovery from the economic impacts of the Coronavirus Disease 2019 (“COVID-19”) crises and make Seattle more economically resilient in the long term; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR**

**CONCURRING, THAT:**

Section 1. The Council recognizes that the primary goal of a URM retrofit program should be to protect life safety by reducing the risk of injury from collapse of URMs in the event of an earthquake. Additional goals of the program should be to preserve Seattle’s historically and culturally significant landmarks and structures that contribute to neighborhood character, improve the City’s resiliency to earthquake events, and minimize the impact of a URM retrofit program on vulnerable populations to the extent financially feasible.

Section 2. The Council is ready to consider the Mayor’s recommendation for a program that phases in a mandate for seismic retrofits of URMs in Seattle. The program should include:

- A. A definition of URMs;
- B. The type of seismic retrofit standard required to bring URMs into compliance, acknowledging that there might be different standards for different types of buildings;
- C. A system to categorize building types and/or uses that prioritizes key buildings and services;
- D. A timeline for compliance;

E. An enforcement strategy; and

F. A variety of potential funding opportunities and financial incentives to reduce the financial burden of required seismic retrofits for URM.

Section 3. The Mayor shall direct the Seattle Department of Construction and Inspections (“SDCI”) and the Office of Emergency Management (“OEM”) to pursue the following actions that will result in implementing a mandatory URM seismic retrofit program:

A. Provide ongoing funding for any additional staff necessary to establish and maintain the program and for technical experts who can assess and approve proposed upgrade plans;

B. Work with other City departments to identify funding for and complete a seismic assessment of City-owned URMs and develop cost estimates for seismic retrofits;

C. Continue culturally and linguistically appropriate community outreach and engagement, with a focus on communities of color and low-income communities who may be disproportionately impacted by earthquake damage to URMs and the proposed URM retrofit requirement;

D. Work with the Department of Neighborhoods to design and implement a process to coordinate and streamline URM retrofits and permitting in historic districts and for landmark structures;

E. Work with the Office of Housing and the Human Services Department to coordinate the timing of retrofits in URMs containing affordable housing or emergency shelter;

F. Work with other City departments to develop strategies to mitigate displacement and higher commercial and residential rents as a result of URM retrofits;

G. Collaborate with Seattle Public Schools and private schools to develop an agreement on deadlines to complete retrofits for their URMs;

H. Work with a public development authority or nongovernmental URM contractor to develop resources to provide coaching for owners of URMs and serve as a general resource for residents and building owners about the program;

I. Prepare a communication strategy; and

J. Submit legislation establishing the mandatory URM retrofit program for Council consideration.

Section 4. The Council requests that SDCI, OEM, and other City departments as needed report quarterly to the Council on progress made toward completing the actions described in Section 3 of this resolution, and the timeline to complete anticipated actions, with the first report due on August 1, 2022.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

The Mayor concurred the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Yolanda Ho / x6-5989	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:** A RESOLUTION declaring the City Council's and the Mayor's intent to consider strategies to ensure that all unreinforced masonry buildings in Seattle are seismically retrofitted.

**Summary and background of the Legislation:** Unreinforced masonry buildings (URMs) are buildings constructed between 1886 and 1957 with brick or clay tile bearing walls where the parapets and walls are not secured to the floors and roofs. These buildings are particularly vulnerable to damage or collapse during earthquakes, potentially endangering people within the buildings if walls fully or partially collapse and pedestrians if parapets break away and fall onto the sidewalk or street. Seattle has over 1,100 URMs in more than 50 neighborhoods, with the highest concentrations in Capitol Hill, Pioneer Square, and the Chinatown/International District.

While the City has taken various steps over the years to create a mandatory URM retrofit program, it has thus far not required that all URMs in Seattle be retrofitted. This resolution represents the joint commitment by the Mayor and City Council to work on establishing a URM retrofit program, with a work plan that will be led by the Seattle Department of Construction and Inspections and the Office of Emergency Management.

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

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

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

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

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

This resolution identifies that both City resources and external funding sources will be necessary to successfully implement a mandatory URM retrofit program. Given that costs associated with seismic upgrades for privately owned URMs are estimated to total around \$1.3 billion, the City alone will not be able to offer the financial resources required, and will instead need to assist building owners with accessing affordable funding options and creating other strategies to incentivize retrofits.



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

Not moving forward with the development of the mandatory URM retrofit program would result in these buildings continuing to be vulnerable to damage in the event of an earthquake, which poses a potential danger to tenants, workers, property owners, and the community at large.

#### **4. OTHER IMPLICATIONS**

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

The Seattle Department of Construction and Inspections and Office of Emergency Management would lead City efforts to develop the mandatory URM retrofit program based on recommendations from the URM Technical and Policy Committees. The Department of Neighborhoods (DON) would continue to support community outreach and engagement efforts; additionally, DON would assist with development of a process for URM retrofits and permitting in historic districts and for landmark buildings. The Office of Housing and Human Services Department would need to determine a timeline for upgrading URMs with affordable housing and emergency shelter.

**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?**

While URMs are located throughout Seattle, they are concentrated in Capitol Hill, Pioneer Square, and the Chinatown/International District, neighborhoods that feature higher than citywide average proportions of people of color and low-income residents. Implementation of a program requiring seismic upgrades for URMs would protect the lives of people in and around these buildings, and allow neighborhoods to recover more quickly following an earthquake. However, the costs associated with the URM retrofits are substantial and will likely to be a financial burden to property owners. These property owners may choose to pass on the additional costs to tenants through higher rents, which could result in displacement of these residents and/or businesses if the City does not implement measures to mitigate the financial impacts on vulnerable populations.

**f. Climate Change Implications**

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

A mandatory URM retrofit program could potentially decrease building emissions as property owners may be required to also install energy efficiency measures along with the seismic retrofit, depending on the extent of the building renovation.

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

No.

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

The long-term goal of a mandatory URM retrofit program would be to ensure that all URM's are eventually upgraded to current seismic standards to protect life safety and support Seattle's economic resilience in the event of an earthquake.

**List attachments/exhibits below:**

None.



## Legislation Text

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**File #:** CB 120241, **Version:** 1

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### CITY OF SEATTLE

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

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

AN ORDINANCE relating to human rights; including protections against discrimination based on citizenship and immigration status; adding a definition of race for certain purposes; and amending Sections 3.14.910, 3.14.931, 3.110.260, 4.80.020, 6.02.270, 6.202.230, 14.04.020, 14.04.030, 14.04.040, 14.04.050, 14.06.020, 14.06.030, 14.08.015, 14.08.020, 14.08.045, 14.08.070, 14.08.190, 14.10.010, 14.10.020, and 18.12.280 of the Seattle Municipal Code.

WHEREAS, The City of Seattle values being an open, welcoming, and inclusive city of opportunity for all its residents, workers, and visitors; and

WHEREAS, The City of Seattle is committed to recognizing the dignity of all its residents, including the right of all Seattle residents to live in a City that does not subject them to prejudicial treatment or discrimination; and

WHEREAS, in 2020 through Senate Bill 5165, the State amended the “Law against Discrimination,” chapter 49.60 of the Revised Code of Washington (RCW), to include protection from discrimination based on citizenship or immigration status; and

WHEREAS, the City adopted Resolution 31730 in 2017 and Resolution 31890 in 2019, making a commitment to protect and promote policies of inclusion for all its residents regardless of their immigration status or refugee status; and

WHEREAS, in 2020 through House Bill 2602, the State amended the “Law against Discrimination” to include a definition of race that is “inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, ‘protective hairstyles’ includes, but is not limited to, such hairstyles as afros, braids, locks, and twists”;

and

WHEREAS, across the country, Black people are disproportionately burdened by practices and policies in public places, including the workplace, that target or profile them for natural hairstyles; and

WHEREAS, in 2019 the Crown Research Study found that 80 percent of Black women surveyed have felt pressure to change their hairstyle from its natural state to fit into the office. Black women were also found to be 1.5 times more likely to be sent home from their workplace because of their hair. The study found that discrimination experienced by Black women because of their hair resulted in measurable social and economic impacts; and

WHEREAS, this ordinance extends the objectives of Resolutions 31730 and 31890; and

WHEREAS, this ordinance is intended to make the SMC consistent with recent amendments to State law and across the various chapters of the SMC; NOW, THEREFORE,

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

Section 1. Section 3.14.910 of the Seattle Municipal Code, last amended by Ordinance 126342, is amended as follows:

**3.14.910 Director-Appointment, removal, and duties**

\* \* \*

D. The Director of the Office for Civil Rights shall be the head of and, under the direction of the Mayor, shall be responsible for the administration of the office and in connection with such administration shall have duties and responsibilities including but not limited to the following:

1. Undertake enforcement, policy, and education activities consistent with the mission of the Office for Civil Rights;
2. Administer and govern the Office for Civil Rights;
3. Appoint, remove, and supervise officers and employees in the Office for Civil Rights;
4. Provide staff support for the Seattle Women's Commission, the Seattle Human Rights

Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, and the Seattle Disability Commission; consult with and report regularly to the Seattle Women's Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, and the Seattle Disability Commission on the workings of the Office for Civil Rights; and attend, either in person or by designated representative, all regular meetings of the Seattle Women's Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, and the Seattle Disability Commission;

5. Administer all ordinances pertaining to the Office for Civil Rights and take appropriate remedial action where necessary;

6. Manage the preparation of the proposed annual budget of the Office for Civil Rights, and authorize necessary expenditures, and supervise the maintenance of adequate accounting systems;

7. After identifying priority issue areas, develop policies and programs, and seek additional funding sources in these areas, which seek to ameliorate the effects of disparate treatment and impact upon persons based on race, color, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, creed, honorably discharged veteran or military status, genetics information, religion, ancestry, national origin, citizenship or immigration status, the presence of any disability, participation in a Section 8 or other subsidy program, right of a mother to breastfeed her child, alternative source of income, or the use of a service animal by a disabled person;

8. Make periodic reports and recommendations to the Mayor and City Council concerning the operations of the Seattle Women's Commission, the Seattle Human Rights Commission, the Seattle LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) Commission, the Seattle Disability Commission, and the Office for Civil Rights;

9. Receive, consider, and make recommendations concerning statements, reports, and complaints relative to problems of civil rights including such problems of civil rights as may arise in

connection with the treatment, facilities, or services of any office or department of the City;

10. Exercise such other and further powers and duties as shall be prescribed by ordinance.

Section 2. Section 3.14.931 of the Seattle Municipal Code, last amended by Ordinance 126277, is amended as follows:

### **3.14.931 Seattle Human Rights Commission-Duties**

The Seattle Human Rights Commission shall act in an advisory capacity to the Mayor, City Council, Office for Civil Rights, and other City departments in respect to matters affecting human rights, and in furtherance thereof shall have the following specific responsibilities:

\* \* \*

B. To consult with and make recommendations to the Director of the Office for Civil Rights with regard to problems arising in the City which may result in discrimination because of race, religion, creed, color, national origin, citizenship or immigration status, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, ancestry, honorably discharged veteran or military status, genetic information, the presence of any disability, alternative source of income, participation in a Section 8 or other subsidy program, right of a mother to breastfeed her child, or the use of a service animal by a disabled person, and to make such investigations and hold such hearings as may be necessary to identify such problems;

\* \* \*

Section 3. Section 3.110.260 of the Seattle Municipal Code, last amended by Ordinance 119628, is amended as follows:

### **3.110.260 Discrimination prohibited ((=))**

A. Neither council membership nor constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, citizenship or immigration status, marital status, parental status, sexual orientation, gender identity, genetic information, political ideology, creed, ancestry, honorably discharged veteran or military status, or the presence of any ((sensory, mental or physical))

disability; provided, that ((;)) council positions on a public corporation emphasizing ((Indian)) Native American arts or culture or services and programs oriented toward ((American Indians)) Native Americans may be filled by persons selected by organizations whose funding is substantially derived from public or private grants or federal appropriations available only to organizations controlled by ((American Indians)) Native Americans.

B. To assure equality of employment opportunity, the public corporation:

1. Will not discriminate in employment because of age, race, color, creed, religion, ancestry, sex, national origin, citizenship or immigration status, marital status, sexual orientation, gender identity, genetic information, or political ideology, honorably discharged veteran or military status, or the presence of any ((sensory, mental or physical)) disability;

2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment activities; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The public corporation shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The public corporation will, in all solicitations or advertisements for employees placed by or on behalf of the public corporation, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, or national origin;

3. Will establish and maintain an affirmative action program to provide equality of employment opportunity and to overcome the effects of past discrimination comparable to that maintained by the City for employment by City departments and agencies, which shall meet the requirements of Ordinance 101548 ((+)) and be reviewed on a quarterly basis by the City's Office for Civil Rights, or successor agency(s), and secure its approval; provided, that ((;)) public corporations employing fewer than four (((4))) persons shall not be required to comply with the reporting requirements of Ordinance 101548 as amended; provided, a public

corporation emphasizing ~~((Indian))~~ Native American arts or culture or services and programs oriented toward ~~((American Indians))~~ Native Americans may give preference in employment to ~~((American Indians))~~ Native Americans when a grant agreement with the United States of America or ~~((an Indian))~~ a Tribe generating the employment so specifies.

C. In all housing projects and activities and in all housing-related relocation activities, the public corporation shall take affirmative action to further the fair housing laws and regulations of the City.

Section 4. Section 4.80.020 of the Seattle Municipal Code, last amended by Ordinance 119628, is amended as follows:

**4.80.020 Policy ~~((:))~~**

It is the policy of the City to provide a workplace for its employees that is free from discrimination on the basis of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any ~~((sensory, mental or physical handicap))~~ disability. It is also the policy of the City to take strong affirmative action to remedy the effects of past discrimination against minorities, women, ~~((handicapped))~~ persons with disabilities, and older workers, and to avoid practices which are suspect and capable of abuse or which have an adverse impact on the opportunities of such groups where it reasonably can to produce an efficient system. By doing so, the City will then be able to provide equal employment and advancement opportunities for all qualified persons and obtain a workforce in which such groups are fairly represented.

Section 5. Section 6.02.270 of the Seattle Municipal Code, last amended by Ordinance 123188, is amended as follows:

**6.02.270 Denial, revocation, or refusal to renew license-Generally ~~((:))~~**

A. In addition to other penalties provided by law, the Director may deny, revoke, or refuse to renew any license issued under the provisions of ~~((subtitle))~~ this Subtitle I of Title 6 at any time:



1. Upon a finding that the license was procured by fraud, or false representation of fact, or for the violation of, or failure to comply with, any of the provisions of this ~~((subtitle))~~ Subtitle I of Title 6 by the person holding such license, or any of ~~((his/her))~~ the person's servants, agents, or employees, while acting within the scope of their employment; or

2. Upon the conviction of the person holding such a license of a felony or misdemeanor involving moral turpitude or an intent to defraud, or the conviction of any agents or employees of any felony, or misdemeanor involving an attempt to defraud committed while acting within the scope of their employment; or

3. If the licensee, any of ~~((his/her))~~ the licensee's servants, or agents or employees, while acting within the scope of their employment:

a. ~~((violates))~~ Violates any law or ordinance relating to:

1) ~~((the))~~ The sale or possession of intoxicating liquor; or

2) ~~((the))~~ The use, possession, or sale of narcotic drugs; or

3) ~~((discrimination))~~ Discrimination against any person because of religion, race, age, political ideology, creed, ancestry, color, national origin, citizenship or immigration status, sex, sexual orientation, gender identity, marital status, honorably discharged veteran or military status, ~~((or))~~ the presence of any ~~((sensory, mental or physical handicap))~~ disability, the use of a service animal by a disabled person, the right of a mother to breastfeed her child, parental status, or participation in a Section 8 program; or

4) ~~((public))~~ Public morality and decency; or

b. ~~((with))~~ With respect to the licenses specified in Section 6.02.190:

1) ~~((conducts))~~ Conducts the business or activity for which such license was issued in a disorderly or improper manner; or

2) ~~((violates))~~ Violates any statute of the state or ordinance of the City relating to the business or activity for which such license was issued; or

c. ~~((is))~~ Is of unfit character to conduct the business or activity; or

4. If the purpose for which the license was issued is being abused to the detriment of the public;  
or
5. If such license is being used for a purpose different from that for which it was issued; or
6. If the licensee is in default in any payment of any fee or tax required under Title 5 or Title 6 of the Seattle Municipal Code.
7. If the property at which the business is located has been determined by a court to be a chronic nuisance property as provided in ~~((SMC))~~ Chapter 10.09.

No license issued under this subtitle shall be revoked, denied, or refused to be renewed by the Director except in accordance with the procedure provided in this Subtitle I of Title 6.

B. The period of revocation, denial, or non-renewal shall be at least one year, and the licensee or any person (as defined in ~~((Seattle Municipal Code))~~ subsection 6.02.030.E) in which the licensee is a principal shall not again be licensed for the same kind of business during such period.

C. Conviction of a violation of any provision of this ~~((subtitle))~~ Subtitle I of Title 6 shall be prima facie evidence sufficient to warrant revocation of or refusal to renew the license.

D. For the purpose of subsection 6.02.270.A.4, no license shall be issued or renewed until all fees imposed under this Title 6 and all taxes imposed under Title 5 are paid in full.

E. It is unlawful for any person whose license has been revoked or not renewed to keep the license issued to ~~((him))~~ them in ~~((his))~~ their possession or under ~~((his))~~ their control, and the same shall immediately be surrendered to the Director.

Section 6. Section 6.202.230 of the Seattle Municipal Code, last amended by Ordinance 123188, is amended as follows:

**6.202.230 License-Denial, revocation, or refusal to renew-Grounds ~~((:))~~**

A license may be denied, revoked, or not renewed for violation of any ordinance or law that regulates licensed activity in order to further the public interest in public health, safety, and welfare. A license may also be denied,

revoked, or not renewed upon a finding that any applicant or licensee, or any owner, officer, or agent thereof:

A. Has omitted to disclose any material fact necessary to make a statement not misleading, in any application for the license; or

B. Has charges pending against ~~((her/him))~~ the applicant or licensee or has been convicted of a crime or offense that directly relates to the activity for which the license is required, and the time elapsed since the date of conviction or release from jail or prison, whichever is more recent, is less than ten years; or has been convicted of several crimes including at least one within the last ten years; provided, however, that any licensee whose license is revoked because of charges pending against ~~((her/him))~~ the licensee may engage in the activity for which the license is required, pending a final decision on the charges; or

C. Has been subject to an adverse finding in any judgment or order that directly relates to the activity for which the license is required, in any judicial or administrative proceeding in which fraud, deceit, coercion, breach of trust, unfair method of competition, unfair or deceptive trade act or practice, or assertion of unconscionable contractual provisions, or other similar act, practice, or conduct, on the part of the licensee-applicant is proven, and the time elapsed since the judgment or order is less than ten years; or

D. Has violated or failed to comply with any applicable provisions of this Code or rule or regulation prescribed under this subtitle; provided, that failure to obtain a license shall not be grounds for license denial; or

E. Is in default in any payment of any fee or tax required under Title 5 or this Title 6 of the Seattle Municipal Code; or

F. Has been subject to an adverse finding in any judgment or order, in any judicial or administrative proceeding for violation of any provision of a City ordinance or rule or regulation prescribed thereunder pertaining to fire, building, health, sanitation, zoning, weights and measures, consumer protection, environmental protection, or any other ordinance or law and that is applicable to the licensed activity or licensed premises; or

G. Has been determined to have discriminated against any person because of race, color, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, participation in a Section 8 program, ~~((or))~~ the presence of any ~~((sensory, mental, or physical handicap))~~ disability, the use of a service animal by a disabled person, or the right of a mother to breastfeed her child, in the course of licensed activity, in violation of a City ordinance, law, rule, or regulation prescribed thereunder; or

H. Has violated or failed to comply with any final order of the Director or Hearing Examiner; or

I. Has failed to complete the application for a license as required by this Code; or

J. Has failed to obtain a license or permit required by state or other law necessary to engage in the licensed activity; or

K. Has failed to comply with ~~((RCW Chapters))~~ chapter 49.12 ~~((and 28A.28))~~ RCW, and rules and regulations promulgated pursuant thereto, regarding employment of minors; or

L. Any licensee has permitted or authorized ~~((his/her))~~ their agent to violate or fail to comply with any provision of this Code; or

M. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in ~~((SMC))~~ Chapter 10.09.

Section 7. Section 14.04.020 of the Seattle Municipal Code, last amended by Ordinance 125668, is amended as follows:

#### **14.04.020 Declaration of policy**

A. It is declared to be the policy of the City, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status or the presence of any

~~((sensory, mental or physical))~~ disability. The role of the Office for Civil Rights is to enforce the provisions of this ~~((chapter))~~ Chapter 14.04 in furtherance of this policy.

\* \* \*

Section 8. Section 14.04.030 of the Seattle Municipal Code, last amended by Ordinance 125668, is amended as follows:

#### **14.04.030 Definitions**

\* \* \*

“Discrimination,” “discriminate,” and/or “discriminatory act” means any act, by itself or as part of a practice, which is intended to or results in different treatment or differentiates between or among individuals or groups of individuals by reason of race, color, age, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any disability. “Discrimination,” “discriminate,” and/or “discriminatory act” includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

\* \* \*

“Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, “protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

“Respondent” means any person who is alleged or found to have committed an unfair employment and domestic service practice prohibited by this Chapter 14.04.

\* \* \*

Section 9. Section 14.04.040 of the Seattle Municipal Code, last amended by Ordinance 125668, is amended as follows:

#### **14.04.040 Unfair employment practices designated ((-))**

It is unfair employment practice within the City for any:

\* \* \*

C. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any preference, limitation, specification, or discrimination based upon race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any ~~((sensory, mental or physical handicap))~~ disability; provided that ~~((;))~~ nothing in this ~~((chapter))~~ Chapter 14.04 shall prevent an employer from ascertaining and recording data as to race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any ~~((sensory, mental or physical handicap))~~ disability whether before or after employment, for the purpose of making reports specifically required by agencies of federal, state, or local government for the purpose of eliminating and preventing discrimination or overcoming its effects, or for other purposes authorized by law or the rules and regulations of Washington State Human Rights Commission, the Equal Employment Opportunities Commission or the Department;

\* \* \*

Section 10. Section 14.04.050 of the Seattle Municipal Code, last amended by Ordinance 118392, is amended as follows:

**14.04.050 Exclusions from unfair practices ~~((;))~~**

\* \* \*

G. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract.

Section 11. Section 14.06.020 of the Seattle Municipal Code, last amended by Ordinance 125576, is

amended as follows:

**14.06.020 Definitions**

\* \* \*

((L.)) “Discrimination” means any conduct, whether by single act or as part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals, because of race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a service animal by a disabled person, or the right of a mother to breastfeed her child. “Discrimination” includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

\* \* \*

“Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, “protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

((W.)) “Respondent” means any person who is alleged or found to have committed an unfair practice prohibited by this ((chapter)) Chapter 14.06.

\* \* \*

Section 12. Section 14.06.030 of the Seattle Municipal Code, last amended by Ordinance 124829, is amended as follows:

**14.06.030 Unfair practices ((-))**

\* \* \*

B. It is an unfair practice for any person to discriminate in a place of public accommodation by:

1. Requiring, directly or indirectly, any person to pay a larger sum than the usual uniform rates;

or

2. Refusing or withholding admission, patronage, custom, presence, frequenting, dwelling, staying, or lodging; or

3. Denying, directly or indirectly, the full enjoyment of any available goods, services, accommodations, facilities, privileges, or advantages; or

4. Printing, circulating, issuing, displaying, posting, mailing, or otherwise causing, directly or indirectly, to be published a statement, advertisement, or sign which indicates directly or indirectly that the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations will be refused, withheld, denied, or in some manner limited or restricted or that an individual's patronage of or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable; or

5. Harassing, intimidating, or otherwise abusing any person or person's friends or associates because of race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 program, the presence of any disability, the use of a trained dog guide or service animal by a disabled person, or a mother breastfeeding her child with the purpose or effect of denying to such person the rights granted in this ~~((chapter))~~ Chapter 14.06; or

6. Harassing, intimidating, retaliating, or obstructing a person in any manner because such person complied with or proposed to comply with this ~~((chapter))~~ Chapter 14.06 or any order issued under this ~~((chapter))~~ Chapter 14.06, or filed a charge or complaint, testified, or assisted in any investigation, proceeding or hearing under this ~~((chapter))~~ Chapter 14.06; or

7. Coercing, intimidating, threatening, or otherwise interfering with any person in the exercise or enjoyment of or on account of ~~((his or her))~~ such person having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this ~~((chapter))~~ Chapter 14.06; or

8. Applying any economic sanctions or denying membership privileges because of compliance with this ~~((chapter))~~ Chapter 14.06; or



9. Aiding, abetting, inciting, compelling, or coercing the doing of any act defined in this ((chapter)) Chapter 14.06 to be an unfair practice; or

10. Attempting to commit any act defined in this ((chapter)) Chapter 14.06 to be an unfair practice; or

11. Denying, directly or indirectly, an individual's right to use gender-specific restrooms and other gender-specific facilities in places of public accommodation including but not limited to dressing rooms, locker rooms, homeless shelters, and group homes that are consistent with the individual's gender identity or expression.

\* \* \*

D. Exemptions. Nothing in this ((chapter)) Chapter 14.06 shall be construed to:

1. Apply to any non-commercial facility operated or maintained by a bona fide religious institution;

2. Include or apply to any institute, bona fide club, or place of accommodation which is by its nature distinctly private, provided, however, when or where public use is permitted that use shall be covered under this ((chapter)) Chapter 14.06;

3. Prohibit treating disabled persons more favorably than non-disabled persons;

4. Prohibit offering discounts, special prices, or other special arrangements for minor children, families, or senior citizens, or imposing age limits up to the age of 21;

5. Protect criminal conduct; or

6. Prohibit taking any actions reasonably necessary to protect persons or property.

7. Apply when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract.

Section 13. Section 14.08.015 of the Seattle Municipal Code, last amended by Ordinance 125114, is amended as follows:

#### **14.08.015 Seattle Open Housing Poster**

All persons required to post a fair housing poster pursuant to 24 CFR 110 shall also post a Seattle Open Housing Poster at the same locations required in the federal regulation. A person who fails to post a Seattle Open Housing Poster as required in this ~~((section))~~ Section 14.08.015 is subject to a fine of \$125 for a first violation and a fine of \$500 for each subsequent violation. The Seattle Open Housing Poster shall provide a notice that it is illegal in The City of Seattle to discriminate against any person because of race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a ~~((section))~~ Section 8 or other subsidy program, alternative source of income, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person. The Department shall adopt a rule or rules to enforce this Section 14.08.015 that shall include the availability of such posters from the Department.

Section 14. Section 14.08.020 of the Seattle Municipal Code, last amended by Ordinance 125639, is amended as follows:

#### **14.08.020 Definitions**

\* \* \*

“Discrimination” means any conduct, whether by single act or as part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals, because of race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, participation in a Section 8 or other subsidy program, the presence of any disability, or the use of a service animal by a disabled person. “Discrimination” includes harassment, such as racial and sexual harassment, as well as harassment based on other protected classes.

\* \* \*

“Prospective occupant” means any person who seeks to purchase, lease, sublease, or rent real property.

“Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, “protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

\* \* \*

Section 15. Section 14.08.045 of the Seattle Municipal Code, last amended by Ordinance 125114, is amended as follows:

**14.08.045 Retaliation, harassment, or coercion ((-))**

\* \* \*

B. It is an unfair practice for any person, whether or not acting for profit, to harass, intimidate, discriminate against, or otherwise abuse any person or person’s friends or associates because of race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, participation in a Section 8 or other subsidy program, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person with the purpose or effect of denying to such person the rights granted in this ((chapter)) Chapter 14.08 or the right to quiet or peaceful possession or enjoyment of any real property.

\* \* \*

Section 16. Section 14.08.070 of the Seattle Municipal Code, last amended by Ordinance 125114, is amended as follows:

**14.08.070 Unfair inquiries or advertisements**

It is an unfair practice for any person to:

A. Require any information, make or keep any record, or use any form of application containing questions or inquiries concerning race, color, creed, religion, ancestry, national origin, citizenship or

immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, participation in a Section 8 or other subsidy program, the presence of ((a)) any disability, or the use of a trained dog guide or service animal by a disabled person in connection with a real estate transaction unless used solely:

1. For making reports required by agencies of the federal, state, or local government to prevent and eliminate discrimination or to overcome its effects or for other purposes authorized by federal, state, or local agencies or laws or rules adopted thereunder,
2. As to “marital status,” for the purpose of determining applicability of community property law to the individual case, or
3. As to “age,” for the purpose of determining that the applicant has attained the age of majority, or in the case of housing exclusively for older persons as described in subsection 14.08.190.E, for the purpose of determining the eligibility of the applicant;

B. Publish, print, circulate, issue, or display, or cause to be published, printed, circulated, issued, or displayed, any communication, notice, advertisement, statement, or sign of any kind relating to a real estate transaction or listing of real property which indicates directly or indicates an intention to make any preference, limitation, or specification based on race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, the participation in a Section 8 or other subsidy program, the presence of ((a)) any disability, or the use of a service animal by a disabled person.

Section 17. Section 14.08.190 of the Seattle Municipal Code, last amended by Ordinance 125114, is amended as follows:

#### **14.08.190 Exclusions ((-))**

Nothing in this ((chapter)) Chapter 14.08 shall:

\* \* \*

B. Be interpreted to prohibit any person from making a choice among prospective purchasers or tenants of real property on the basis of factors other than race, color, creed, religion, ancestry, national origin, citizenship or immigration status, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, honorably discharged veteran or military status, alternative source of income, participation in a Section 8 or other subsidy program, the presence of any disability, or the use of a trained dog guide or service animal by a disabled person where such factors are not designed, intended, or used to discriminate;

\* \* \*

L. Be interpreted to prohibit any person from making a distinction or imposing differential treatment on the basis of citizenship or immigration status when authorized by federal or state law, regulation, rule, or government contract.

Section 18. Section 14.10.010 of the Seattle Municipal Code, last amended by Ordinance 123527, is amended as follows:

**14.10.010 Statement of purpose ((:))**

A. ((The ordinance codified in this chapter)) This Chapter 14.10 is an exercise of the police power for the protection of the public welfare, health, peace, and safety of the residents of The City of Seattle and in fulfillment of the provisions of the Constitution of this state. The City Council ((hereby)) finds and declares that practices of discrimination in public or private contracting against any person on the basis of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status or the presence of any disability constitute matters of local concern and are contrary to the public welfare, health, peace, and safety of the residents of Seattle. However, to the extent that distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule, or government contract, it is not unfair practice. The provisions of this ((chapter)) Chapter 14.10 shall apply to the City when acting as a

contractor and to other contractors, subcontractors, suppliers, material suppliers, bonding agencies, contract agencies, and other business entities doing business in the City, and shall be liberally construed for accomplishment of its policies and purposes.

B. Nothing in this ~~((chapter))~~ Chapter 14.10 shall be deemed to deny any persons the right to institute any action or to pursue any civil or criminal remedy for the violation of such person's civil rights. Nothing contained in this ~~((chapter))~~ Chapter 14.10 is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers or agents, for any injury or damage resulting from or by reason of any act or omission in connection with the implementation or enforcement of this ~~((chapter))~~ Chapter 14.10 on the part of the City by its officers, employees, or agents. Nothing in this ~~((chapter))~~ Chapter 14.10 shall be presumed to toll the statute of limitations for any claims under federal or state statute. Nothing in this ~~((chapter))~~ Chapter 14.10 shall be construed to prohibit or apply to actions taken in good faith against any person by a contractor based solely upon their performance, qualifications, or ability to perform in accordance with the terms of a contract or for other nondiscriminatory reasons.

Section 19. Section 14.10.020 of the Seattle Municipal Code, last amended by Ordinance 125576, is amended as follows:

#### **14.10.020 Definitions**

\* \* \*

“Discrimination,” “discriminate,” and/or “discriminatory act” means any act (other than an action taken in accordance with a lawful affirmative action program) or failure to act whether by itself or as part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals by reason of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of disability, unless based upon a bona fide occupational qualification. “Discrimination,” “discriminate,” and/or “discriminatory act” includes harassment, such as racial

and sexual harassment, as well as harassment based on other protected classes.

\* \* \*

“Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this definition, “protective hairstyles” includes, but is not limited to, such hairstyles as afros, braids, locks, and twists.

“Respondent” means any person who has been alleged or found to have committed an unfair contracting practice prohibited by this ~~((chapter))~~ Chapter 14.10.

\* \* \*

Section 20. Section 18.12.280 of the Seattle Municipal Code, last amended by Ordinance 119628, is amended as follows:

**18.12.280 Discrimination prohibited ((-))**

A. It is the policy of the City, in the exercise of its police powers for the protection of the public health, safety, and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of park facilities to all persons, free from restrictions because of race, color, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, participation in a Section 8 program, ~~((or))~~ the presence of any ~~((sensory, mental or physical handicap))~~ disability, the use of a service animal by a disabled person, or the right of a mother to breastfeed her child.

B. It is unlawful for any person occupying or using any park or recreation facility for any event, activity or exhibition open to the public, whether or not under a permit and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such park and recreation facility because of race, creed, color, sex, marital status, parental status, sexual orientation, gender identity, political ideology, age, religion, ancestry, national origin, citizenship or immigration status, honorably discharged veteran or military status, participation in a Section 8 program, ~~((or))~~ the presence of any ~~((sensory, mental or physical~~

~~handicap~~)) disability, the use of a service animal by a disabled person, or the right of a mother to breastfeed her child. In addition to other sanctions, the permit of any person who is convicted of a violation of this ((section)) Section 18.12.280, for access or use of such park and recreation facility, may be canceled and, after notice and hearing, the Superintendent may order that such person shall not be eligible for any similar permit for access to, or use of, a park and/or recreation facility for a period up to three ((3)) years.

C. Where applicable, ((the term “deny” shall have the meaning in RCW 9.91.010, as now or hereafter amended;)) the terms “full enjoyment of” and “person” shall have the meanings in ((RCW 49.60.040)) Section 14.06.020, as now or amended.

D. Nothing in this ((section)) Section 18.12.280 shall prohibit the exercise of constitutional liberties or the use of a bona fide qualification or restriction that does not infringe upon civil rights or civil liberties recognized by state law or City ordinance.

Section 21. 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.

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Monica Martinez Simmons, City Clerk

(Seal)

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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
LEG	Venkataraman/4-5382	

*\* 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 human rights; including protections against discrimination based on citizenship and immigration status; adding a definition of race for certain purposes; and amending Sections 3.14.910, 3.14.931, 3.110.260, 4.80.020, 6.02.270, 6.202.230, 14.04.020, 14.04.030, 14.04.040, 14.04.050, 14.06.020, 14.06.030, 14.08.015, 14.08.020, 14.08.045, 14.08.070, 14.08.190, 14.10.010, 14.10.020, and 18.12.280 of the Seattle Municipal Code.

**Summary and background of the Legislation:** This legislation will align the City's discrimination protections with recent changes to the State's "Washington Law Against Discrimination" (WLAD) to include discrimination based on citizenship and immigration status and to provide a definition of race that is "inclusive of traits historically associated or perceived to be associated with race. This includes, but is not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists."

It makes these changes as well as adding existing protections to areas of the Seattle Municipal Code that reference these protected classes and makes technical changes to ensure consistency, update outdated terminology, and conform code provisions to current drafting conventions.

### **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?**

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

Yes. There could be financial implications for the Seattle Office for Civil Rights (e.g., cost of conducting outreach and enforcement).

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

There are no financial costs to the City of not implementing the legislation. However, not implementing might make it so individuals in Seattle facing certain forms of discrimination would need to seek out protection from the State rather than the City for those protected classes not currently covered.

#### 4. OTHER IMPLICATIONS

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

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

No

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

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

No

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

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

No

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

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

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?**

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

Expanding the City's protected classes to include immigration and citizenship status will help realize the City's commitment to being a welcoming and equitable City for all its residents, visitors, and workers. These protections are now already afforded at the State level, by aligning the City's protections with the State, we ensure our City has jurisdiction to investigate claims of investigation and broaden pathways to justice for those most vulnerable. Because Black women are disproportionately likely to be discriminated against for their hair, including hairstyles in the City's definition of race helps protect illegal discrimination that is primarily faced by Black women. (Please see "The Crown Act" at <https://www.thecrownact.com>).

Implementing a language access plan for this legislation will include updating and providing information on Anti-Discrimination and civil rights in multiple languages on the website and

outreach materials, conducting trainings to immigration and refugee communities regarding these new protections, and building relationships with organizations that serve immigrant and refugee communities.

**f. Climate Change Implications**

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

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

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.**

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

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).**

This answer should highlight measurable outputs and outcomes.

N/A

**List attachments/exhibits below:**



## Legislation Text

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**File #:** Appt 02064, **Version:** 1

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Appointment of Alexander F. Tang as member, Seattle Human Rights Commission, for a term to January 22, 2022.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Alexander F. Tang</i>		
<b>Board/Commission Name:</b> <i>Seattle Human Rights Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>9/8/2021</i>	<b>Term of Position:</b> <i>1/23/2020</i> <b>to</b> <i>1/22/2022</i>  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b>	<b>Zip Code:</b> <i>98122</i>	<b>Contact Phone No.:</b>
<b>Background:</b> Alex Tang is an adjunct faculty member in the Basic and Transitional Studies Division at Seattle Central College. His research interests include but are not limited to the use of L1 in the second language classroom, sociolinguistics, and less commonly taught grammar structures such as multi word units and focus structures. He is currently researching second language acquisition among adult learners, as well as focusing on bilingual education efforts with Cantonese and English. He serves on the WAESOL Board as a member at-large, as well as on Seattle College's District Distance Learning committee and Seattle Central's College Council as a representative for the Basic and Transitional Studies Division. He is passionate about Human Rights and is an activist in the Hong Kong pro-Democracy movement.		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>

# Alexander F. Tang



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## EDUCATION

Seattle University – Seattle, WA. June 2020  
AEDT (Adult Education and Training), M.Ed.  
specializing in Human Resources Development

Seattle University – Seattle, WA. June 2019  
TESOL (Teaching English to Speakers of Other Languages), M.A.  
Graduate Project: Acquisition of multi word units among Chinese L1 ESL Learners  
Advisor: Dr. Jian Yang

University of Washington – Seattle, WA. March 2017  
Psychology, B.S.  
Japanese, Korean, and Early Childhood & Family Studies, B.A.

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## PRESENTATIONS

Tang, A.F. Acquisition of multi word units among Chinese L1 ESL Learners.  
WAESOL 2019 Annual Conference, Renton, WA, October 25-26, 2019.

Tang, A.F. Acquisition of multi word units among Chinese L1 ESL Learners.  
ORTESOL 2019 Annual Conference, Portland, OR, November 15-16, 2019.

Tang, A.F. Acquisition of focus structures among Chinese L1 ESL Learners.  
WAESOL 2020 Annual Conference, online via Sched, October 23-24, 2020.

Tang, A.F. Examining passive voice usage errors among Chinese L1 ESL Learners.  
Spokane Regional ESL Conference, online via Sched, February 27, 2021.

Tang, A.F. Acquisition of multi word units among Chinese L1 ESL Learners.  
BC TEAL 2021 Annual Conference, online via Pheedloop, April 16-24, 2021.

Tang, A.F. Acquisition of multi word units among Chinese L1 ESL Learners.  
ORTESOL 2021 Spring Institute, online via Padlet, April 17, 2021.

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## MANUSCRIPTS IN PREPARATION

Tang, A.F. Acquisition of focus structures among Chinese L1 ESL Learners. (In preparation).

Tang, A.F. Acquisition of multi word units among Chinese L1 ESL Learners. (In preparation).

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## RESEARCH EXPERIENCE

- Research Assistant  
Present  
March 2021 -  
Departments of Speech and Hearing Sciences and Asian Languages and Literature  
University of Washington, Seattle, WA.
- Assisted Professors Amy Pace and Chan Lü with transcribing and analyzing data among bilingual children who are learning Mandarin Chinese and English in language immersion settings
- Research Assistant  
2013  
March 2013 - December  
Department of Psychology, University of Washington, Seattle, WA.
- Assisted Professor Yuichi Shoda with social cognition in decision making by conducting trails with undergraduate test subjects in computer simulations.

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## PROFESSIONAL EXPERIENCE

- Adjunct Faculty  
Present  
September 2019 -  
Basic and Transitional Studies Division  
Seattle Central College, Seattle, WA.
- Cantonese and Korean Instructor  
Present  
July 2019 -  
One City Project, Seattle, WA.
- Administrative Assistant  
2020  
September 2019 — August  
Institutional Review Board  
Seattle University, Seattle, WA.
- Program Assistant/Drop-In Tutor  
2019  
October 2018 – June  
Basic and Transitional Division  
Seattle Central College, Seattle, WA.
- Program Specialist (After School Program)  
2019  
September 2018 – June  
Chinese Information and Service Center, Seattle, WA.
- Undergraduate Teaching Assistant  
2016  
March – June  
(Psychology 305: Abnormal Psychology)  
Department of Psychology, University of Washington, Seattle, WA.
- Undergraduate Teaching Assistant  
March – June 2015  
(Psychology 245: Social Psychology)  
Department of Psychology, University of Washington, Seattle, WA.



Undergraduate Teaching Assistant  
(Psychology 202: Biopsychology)

September – December 2013

Department of Psychology, University of Washington, Seattle, WA.

# Seattle Human Rights Commission

## September 2021

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

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	M	4	1.	Member	Aaron G. Oravillo	7/23/21	7/22/23	2	City Council
			2.	Member	Robel Mulugeta	7/23/21	7/22/23	1	Mayor
2	M	7	3.	Member	Tyrone Grandison	7/23/21	7/22/23	2	City Council
	F		4.	Member	Roopali Dhingra	7/23/21	7/22/23	1	Mayor
	F		5.	Member	Guneeta Chadha	7/23/21	7/22/23	1	City Council
	F		6.	Member	Amanda Richer	1/23/21	1/22/23	1	Mayor
	M		7.	Member	Allan Nyaribo	1/23/20	1/22/22	1	City Council
	F		8.	Member	Julia Ismael	1/23/20	1/22/22	1	Commission
	F		9.	Member	Rachel Kramer	7/23/20	7/22/22	1	Mayor
2	F	6	10.	Member	Jackie Turner	7/23/20	7/22/22	2	City Council
1	F	7	11.	Member	Erika Chen	7/23/20	7/22/22	2	Mayor
6	F	3	12.	Member	Elizabeth W. Pachaud	7/23/20	7/22/22	2	City Council
	F		13.	Member	Jackie Schultz	1/23/21	1/22/23	1	Mayor
	F		14.	Member	Kayleigh Kleiva	1/23/21	1/22/23	1	City Council
6	F	7	15.	Member	Claire Guilmette	1/23/21	1/22/23	1	Mayor
6	M	3	16.	Get Engaged	Vacant	9/1/21	8/31/22	1	Mayor
	F		17.	Member	Natasha Bennett	7/23/20	7/22/22	1	City Council
	M		18.	Member	Alexander F. Tang	1/23/20	1/22/22	1	Mayor
			19.	Member	Vacant	7/23/20	7/22/22	1	Commission

6	M	3	20.	Member	Brian Egger	1/23/20	1/22/22	2	Commission
6	F	3	21.	Member	Jessica C. Bhuiyan	7/23/20	7/22/22	2	Commission

SELF-IDENTIFIED DIVERSITY CHART

(1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	3	5											
Council	3	5											
Comm	1	2											
Total	7	12											

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



## Legislation Text

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**File #:** Appt 02065, **Version:** 1

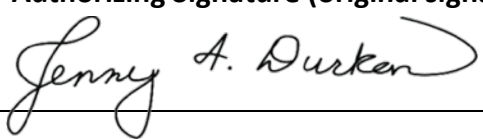
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Appointment of Roopali Dhingra as member, Seattle Human Rights Commission, for a term to July 22, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Roopali Dhingra</i>		
<b>Board/Commission Name:</b> <i>Seattle Human Rights Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>9/8/2021</i>	<b>Term of Position:</b> <i>7/23/2021</i> <b>to</b> <i>7/22/2023</i>  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b>	<b>Zip Code:</b> <i>98155</i>	<b>Contact Phone No.:</b>
<b>Background:</b> Born in Delhi, India; I immigrated with my family as a pre-teen to Seattle. Ever since, Seattle has been my home. Early in life, I witnessed and understood the impact of poverty on one's life and society. That realization ignited my passion for advocating for people who find themselves at the cross section of criminal legal system and poverty. As a public defense social worker, I am currently working in Misdemeanor and Seattle Municipal Mental Health Court, (first MHC court to ever open within city limits) with The King County Department of Public Defense. I earned my undergraduate degree in psychology and master's in social work from the University of Washington. I became a Clinical Licensed Social Worker (LCSW) in 2011. Having worked in the field of forensic social work for the past fourteen years in criminal and civil cases, has provided me with first-hand knowledge and exposure to issues related to racial and social justice. I have worked in Felony, District Court and Mental Health Courts at State level. In my position, I have organized competency evaluations, worked on mitigation packages, connected clients to behavioral health and substance use services, written psychosocial reports for the prosecutor and the judges. To keep me sane, in my free time, I do yoga, mindfulness and mediation which has not only helped me but provided me with the tools to better understanding others.		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>

## EXPERIENCE

### **2006- Present King County-Department of Public Defense Seattle, WA**

#### ***Mitigation Specialist II***

- Practiced in Felony Court, Mental Health Courts both at City level and at Superior court, Seattle Municipal Court
- Prepare comprehensive mitigation reports for trial, sentencing hearings, and pre-trial negotiations
- Play an integral role in working with judges, prosecutors, probation, defense attorneys, and treatment providers for supervised alternative plans.
- Assess clients for competency evaluations, in-patient services, and specialty courts.
- Coordinate and monitor treatment/release plans with service providers and court-appointed officials.
- Attend monthly criminal justice initiatives meetings, quarterly collaborative meetings with Western State Hospital and quarterly local forensic social work meetings
- Collaborate with defense attorney and investigators for more holistic outcomes
- Promoting a culture of compassion, comradery, and equity amongst attorneys and non-attorney staff.
- Facilitate collaboration amongst stakeholders for a holistic and trauma-informed procedural justice system.

### **2011-2020 University of Washington, School of Social Work Seattle, WA**

#### ***Intern Supervisor***

- Supervised undergraduate and graduate students from school of social work
- Supported and guided 20 plus students through their internships while adhering to Counsel on Social Work Education (CSWE) Ten Core Competencies of Social Work Practice
- Lead group and individual supervision sessions

### **2005- 2006 Safe Futures Youth Center Seattle, WA**

#### ***Project Manager***

- Recruited and served high risk youth who were gang involved, at risk of gang involvement, and/or involved in the juvenile justice system
- Sought resources and opportunities from surrounding community organizations/agencies
- Provided career decision making skills, career exploration and planning to students
- Arrange and facilitated speaking events to address barriers in accessing education for at risk youth
- Developed and distributed a monthly newsletter with information and resources to prevent and address gang activities
- Conducted culturally competent community trainings for residents, schools and social services staff regarding at risk youth
- Provided active support services focusing on mental health and medical needs of the youth

### **2002- 2003 Harborview Medical Center, Madison Clinic Seattle, WA**

#### ***Assistant Social Worker II***

- Provided assistance and advocacy to obtain medical and financial benefits to persons with HIV receiving primary care at HMC
- Advocated on behalf of patients to access DSHS, Social Security and HIV specific benefits
- Coordinated with medical, pharmacy and social work staff to identify and assess patients' needs and eligibility for medical benefits programs
- Developed, implemented, and monitored individualized plans to obtain and maintain benefit

## EDUCATION

### ***University of Washington, School of Social Work Seattle WA***

MSW, June 2005

**Roopali Dhingra, MSW, LICSW** Rdhingra1@gmail.com 1112 NE 200th St. Shoreline, WA  
98155 (206)679-5031

**University of Washington Seattle, WA**

B.A. in Psychology, June 2002

**North Seattle Community College Seattle WA**

A.A., June 2000

### **LANGUAGES**

- Fluent in English and Hindi; Speak Punjabi

### **LICENSURE & AWARD**

- Social Worker Independent Clinical License, LW60137398, Washington State Department of Health
- **University of Washington, School of Social Work**

*Outstanding Filed Instructor: Commitment to Student Centered Learning Award*

### **SPEAKING ENGAGEMENTS**

- **National Organization of Forensic Social Workers Las Vegas, NV**

*Co-Presenter, Ethical Dilemmas of Blended Practices*

*Courageous Dialogues at Micro, Mezzo and Macro Levels* **New Orleans, LA**

*Forensic Assessment and Therapeutic Services in Seattle's Mental Health Courts*

- **Department of Public Defense Seattle, WA**

*Co-Presenter, Public Defense and Mitigation Role*

- **Seattle University Seattle, WA**

*Lead Presenter, Social Work in Mental Health Courts*

- **King County Behavioral Health and Recovery Division Seattle, WA**

*Lead Presenter, Breaking the Cycle: forensic staff training, presented yearly*

- **University of Washington Seattle, WA**

*Co-Presenter, Overview of Practicum Instructor at school of social work*

*Forensic Assessment and Therapeutic Services in Seattle's Mental Health Court*

*Lead Presenter, Culturally Competent and Evidence Based Child Welfare Practices*

*White Privilege Forum: A Response to UW Affirmative Action 'Bake Sale'*

*U.S. Laws and Policies on Trafficking of Women and Children*

*Ethnic Identity Process in Asian American Children and Evidence Based Practices*

- **Harborview Medical Center Seattle, WA**

*Lead Presenter, Overview of DSHS and Social Security Assessment Process*

*Overview of Budget for Justice Campaign around Racial Disparity Project Focusing on Washington State*

### **VOLUNTEER WORK**

- **Seattle Pacific University, Mentorship Program Seattle, WA**

- **Swedish Medical Center, discharge volunteer Seattle, WA**

### **HOBBIES**

- *Yoga, exploring different cultures through traveling and meditation*

# Seattle Human Rights Commission

## September 2021

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

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	M	4	1.	Member	Aaron G. Oravillo	7/23/21	7/22/23	2	City Council
			2.	Member	Robel Mulugeta	7/23/21	7/22/23	1	Mayor
2	M	7	3.	Member	Tyrone Grandison	7/23/21	7/22/23	2	City Council
	F		4.	Member	Roopali Dhingra	7/23/21	7/22/23	1	Mayor
	F		5.	Member	Guneeta Chadha	7/23/21	7/22/23	1	City Council
	F		6.	Member	Amanda Richer	1/23/21	1/22/23	1	Mayor
	M		7.	Member	Allan Nyaribo	1/23/20	1/22/22	1	City Council
	F		8.	Member	Julia Ismael	1/23/20	1/22/22	1	Commission
	F		9.	Member	Rachel Kramer	7/23/20	7/22/22	1	Mayor
2	F	6	10.	Member	Jackie Turner	7/23/20	7/22/22	2	City Council
1	F	7	11.	Member	Erika Chen	7/23/20	7/22/22	2	Mayor
6	F	3	12.	Member	Elizabeth W. Pachaud	7/23/20	7/22/22	2	City Council
	F		13.	Member	Jackie Schultz	1/23/21	1/22/23	1	Mayor
	F		14.	Member	Kayleigh Kleiva	1/23/21	1/22/23	1	City Council
6	F	7	15.	Member	Claire Guilmette	1/23/21	1/22/23	1	Mayor
6	M	3	16.	Get Engaged	Vacant	9/1/21	8/31/22	1	Mayor
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	M		18.	Member	Alexander Tang	1/23/20	1/22/22	1	Mayor



			19.	Member	Vacant	7/23/20	7/22/22	1	Commission
6	M	3	20.	Member	Brian Egger	1/23/20	1/22/22	2	Commission
6	F	3	21.	Member	Jessica C. Bhuiyan	7/23/20	7/22/22	2	Commission

SELF-IDENTIFIED DIVERSITY CHART

(1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
<b>Mayor</b>	3	5											
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<b>Total</b>	7	12											

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

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## Legislation Text

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**File #:** Appt 02067, **Version:** 1

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Appointment of Amanda Richer as member, Seattle Human Rights Commission, for a term to January 22, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Amanda Richer</i>		
<b>Board/Commission Name:</b> <i>Seattle Human Rights Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>09/08/2021</i>	<b>Term of Position: *</b> <i>1/23/2021</i> <b>to</b> <i>1/22/2023</i>  <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b>	<b>Zip Code:</b> <i>98115</i>	<b>Contact Phone No.:</b>
<b>Background:</b> Amanda would like to serve as a commissioner to help further the cause of equal rights for all. She would like her lived experience translated into finding solutions to problems of inequity. By working with others, in the commission and in the community, she will be able to learn from others and enhance her knowledge base to do her best for those that are vulnerable. Personally, for her, it has been a lifetime goal to work within the human rights sphere and to make a positive difference in the lives of others.		
<b>Authorizing Signature (original signature):</b> <i>Jenny A. Durkan</i>		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>

*Amanda J Richer*

*(She, her, hers)*

*Seattle, WA*

██████████

████████████████████

## *2016 - 2018*

*During this time, I gained valuable information and insight into the displaced demographic through living the experience in the Seattle Jungle. I began an educational vlog at this time to educate the populace on the experiences that go along with being unhoused*

### *Skills -*

*Acclimating to a new culture within the society in which I resided previously*

*Community Building*

*Advocacy within community and city leadership on issues of displacement, housing, health (mental and physical)*

*Peer support*

*Caring and skill building for significantly traumatized young adults*

*Educating of life skills such as meal planning, gathering needed materials, empathy building, working towards a healthy community, and quality of life issues*

*Education on outdoor survival skills such as trail maintenance and camp maintenance (disposal of garbage, basic sanitation of necessary bodily functions away from living quarters), practicing good hygiene practices, safe fire building and care, outdoor cooking, camp planning (hiding in plain sight and considering needs of all members)*

*Learning systems of homeless management, types of shelter and housing, barriers to accessibility of services, understanding triage and the different needs of the demographic as a whole.*

*Distribution of supplies to others surviving including a sock campaign through Hanes, and other NGO's in the Seattle area.*

## *2018 - Present*

*As soon as the opportunity presented itself I founded BEING, an organization founded on the principle that through action beings can affect deep change. I also became an independent contractor for the City of Seattle Department of Neighborhoods as a community liaison for the unhoused demographic. I started serving as a displacement consultant for different organizations such as, One Health Clinic through UW, SeattleDogs, and others. My outreach component of work has provided for hundreds of the displaced in supplies such as blankets, food, harm reduction, tents, etc. My work also entails connecting organizations and people to vital partners and support systems. My side work in artistry provides 20% of profits to non profits serving the unhoused.*

### *Skills -*

*Supportive services*

*Advocacy for evidence based and data driven solutions to the most pressing issues facing the unhoused.*

*Communication and education through various means and venues*

*Training in many different supportive services such as COC, PSH, Harm Reduction, Aspects of healthcare, components of environment, trauma informed care, etc*

*Continuing and fostering positive community engagement and education*

*Teaching in the many facets surrounding vulnerable populations*  
*Public Speaking for education and advocacy*  
*Social Media management for engagement*  
*Using multiple forms of media for reaching targeted audiences*

**AMANDA RICHER**

Seattle, WA 98115



### **Experience**

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**Center for One Health Research**

University of Washington, Seattle, WA

Displacement Consultant

October 2018-present

- Provides guidance to researchers working with displaced populations
- Reviews and edits materials created for the unhoused community
- Creates networking opportunities between UW and service providers in King County

**Manda J Photography & Artistry**

Seattle, WA

Founder and Photographer

April 2016- present

- Nature and Landscape Photography
- Event and Special Occasion Photography
- Acrylic and watercolor paintings

**City of Seattle Dept. of Neighborhoods**

Seattle, WA

Community Liaison for Unhoused - Independent Contractor March 2018 - present

- Provide guidance on reaching displaced demographic when the department of neighborhoods considers new or shifting projects
- Advise the Department of Neighborhoods on the displaced demographic's issues and concerns, and ways to mitigate barriers.
- Provide consultation for other city and non-profit organizations in reaching and successfully engaging the targeted demographics.

**BEING**

Seattle, WA

Displacement Consultant

March 2018 - present

- Outreach includes raising funding and resourcing supplies including blankets, food, harm reduction, tents, etc.
- Connect organizations and people to vital partners and support systems.
- Advisement and education about the intricacies of demographic.

## **EMPLOYMENT GAP**

**Seattle, WA**

**2016-2018**

During this time, I gained valuable information and insight into the displaced demographic through living the experience in the Seattle Jungle. I began an educational vlog at this time to educate the populace on the experiences that go along with being unhoused

### **Skills:**

- Acclimating to a new culture within the society in which I resided previously
- Community Building
- Advocacy within community and city leadership on issues of displacement, housing, health (mental and physical)
- Peer support
- Caring and skill building for significantly traumatized young adults
- Educating of life skills such as meal planning, gathering needed materials, empathy building, working towards a healthy community, and quality of life issues
- Education on outdoor survival skills such as trail maintenance and camp maintenance (disposal of garbage, basic sanitation of necessary bodily functions away from living quarters), practicing good hygiene practices, safe fire building and care, outdoor cooking, camp planning (hiding in plain sight and considering needs of all members)
- Learning systems of homeless management, types of shelter and housing, barriers to accessibility of services, understanding triage and the different needs of the demographic as a whole.
- Distribution of supplies to others surviving including a sock campaign through Hanes, and other NGO's in the Seattle area.

### **Education:**

May 2007 - Real Estate License - Wisconsin Dept. of Professional Licensing

Mount Senario College - Psychology Major - Ladysmith, WI - August 2001

Diploma of Office Occupations - Anaconda Job Corps - July 1995

H.S. Diploma - July 1995 - Anaconda Job Corps - Anaconda, MT

### **Training:**

- COVID-19 Contact Tracing - Johns Hopkins University - June 2020
- How metrics can boost funding and networking - Elsevier Researcher Academy - October 2019
- Supporting Youth and Young Adults Experiencing Homelessness through Education and Workforce Partnerships - National Center for Homeless Education - September 2019

## **References**

**Stephanie Rudat -** [REDACTED]

**Stanley Tsao -** [REDACTED]

**Vera Njuguna** [REDACTED]

**Jordan Iverson -** [REDACTED]

**William Higgins -** [REDACTED]

**Vickie Ramirez** [REDACTED]

# Seattle Human Rights Commission

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6	F	3	21.	Member	Jessica C. Bhuiyan	7/23/20	7/22/22	2	Commission

SELF-IDENTIFIED DIVERSITY CHART

(1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
<b>Mayor</b>	3	5											
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**RD** Residential Council District number 1 through 7 or N/A

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## Legislation Text

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**File #:** Appt 02068, **Version:** 1

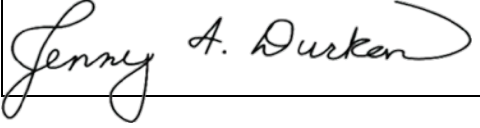
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Appointment of Jackie Schultz as member, Seattle Human Rights Commission, for a term to January 22, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Jackie Schultz</i>		
<b>Board/Commission Name:</b> <i>Seattle Human Rights Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> 9/8/2021	<b>Term of Position: *</b> 1/23/2021 to 1/22/2023  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b>	<b>Zip Code:</b> 98144	<b>Contact Phone No.:</b>
<b>Background:</b> Jackie Lee Schultz (she/her) lives on unceded Coast Salish territory, in the 37th district of Seattle, WA. Jackie moved to eastern Washington as a child from South Korea. As a mixed-race youth emigrating to a community that did not provide many social services for families like hers, she knew she wanted to focus her education and eventual career to give back in support of immigrants, youth, and families in need. She believes in the imperative need to redistribute power and resources to advance racial and social justice, and strives to continuously learn and connect her work and network to support investments of change. In addition to working in local philanthropy for almost 20 years, Jackie is a member of the Asian Pacific Directors Coalition (APDC) and Philanthropy Northwest, and holds BA's in International Studies and Political Science from the University of Washington and a will earn a Masters in Public Administration in 2022.		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>



## Jackie L. Schultz

Motivated professional with over 18 years of experience in strategic planning, leadership and organizational development. Passionate about building strong community partnerships with nonprofits, individuals, foundations, and corporations for important causes; proven accomplishment with program management, donor and foundation stewardship, event logistics and strategic planning along with all areas of operations and fundraising. Enthusiastic multi-tasker of all things, large and small. Committed team leader, member, collaborator and mentor.

### Summary of computer proficiencies

Extensive knowledge of applications: Word, Excel, Access, Outlook; donor databases: Blackbaud's The Raiser's Edge, Donor Perfect, Auction Tracker, Auction Pay, Maestrosoft, Sage, Little Green Light; Adobe applications: InDesign, Illustrator, PageMaker Pro and Photoshop; CMS platform: WordPress; CRM platform: Salsa.

### Work experience

**Director of Operations (6/2019 - Present)** [Magic Cabinet, Seattle & Bay Area-CA.](#)

**Responsibilities:** Researching and implementing new funding model in the Seattle nonprofit community. Creating nonprofit community cohorts to support their work and enhance their internal capacity, responsible for implementing all aspects of program management and distribution of \$1.5M annually in private funds. Work closely with the Executive Directors and Program Directors, Community Liaisons and staff of Cohort nonprofits, to exchange knowledge, networks, and resources. Manage all aspects of operations in the foundation including: budget, finance, IT, HR and staff training to ensure systems and operations are strong.

**Director of Development (3/19 - 6/19)** [Refugee Women's Alliance \(ReWA\)](#)

**Responsibilities:** Develop and create ReWA's development department, hiring and training new staff, develop foundational structure of departmental strategies and goals, develop strategy on fundraising model and major yearly event. Recruited and trained two new board members. Had to leave this role due to a family member end-of-life care.

**Director of Development (7/16 - 3/19)** [Friends of Youth](#)

Responsibilities: ***Annual Campaign*** 1. Supervise the planning and implementation of annual giving activities. 2. Successfully achieve the \$2.5M financial goal for individual annual giving.

***Major Gifts*** 1. With the cooperation of staff, board and volunteers, identify prospects from the community as well as from the agency donor base. 2. Develop and implement cultivation and solicitation strategies through Moves Management plan. 3. Involve and train Board members and other agency volunteers in the acquisition of major support. 4. Implement acknowledgment and recognition systems for these special donors. 5. Develop and oversee special procedures to monitor and evaluate major gift progress. 6. Successfully achieve the annual goal for major gifts. 7. Develop and maintain key major gift donor relationships.

***Corporate Relations and Sponsorships*** 1. Establish rapport and cultivate contacts with key private corporations with a vested interest in serving youth. 2. Provide ongoing updates on program progress and develop update information for prospective corporate partnerships or sponsorships on programs of interest. 3. Coordinate support of corporate workplace giving campaigns. 4. Successfully achieve the annual financial goal for corporate giving.

***Special Events*** 1. Work with the CEO to develop an annual major fundraiser and other events, as needed. 2. Develop special cultivation events as they relate to the development of ongoing and major gift giving. 3. Drive increasing attendance and average gift size. 4. Achieve the annual financial goal for special events.

***Communications*** 1. Publish quarterly newsletter to be mailed to database highlight agency work. 2. Publish a monthly email newsletter to email list; updates to keep informed and inspire our constituents, 3. Ensure that we are using social media (Facebook, Twitter, LinkedIn) as tools to inform, inspire the broader community. 4. Maintain up to date list of media contacts and coordinate release of press information as requested.

#### **Development Manager (4/14 - 7/16) acting as Development Director (2015-2016)**

##### *League of Education Voters*

Responsibilities: Sole fundraiser for C3/C4/PAC for a \$3M budget. Managing all aspects of program: annual appeals (mail and online), relationships engagement and stewardship of donors, supporters, partner organizations, corporations and foundations, created and implemented first fund development strategic plan that intersects with the communications dept., write marketing materials & website content, key member of staff responsible for strategic direction of fund development, relationships with partners and funders, prepares staff and board for donor, funder and partner engagement, increase visibility for CEO and leadership team among supporters, implement internal strategies for outreach including internal news, announcements, events, surveys and focus groups, plan and implement all aspects of grant management from small grant funders (\$25K) to large funders (\$1.5M), designs/tracks/implements all aspects of annual fundraising breakfast, liaison for fund development committee and board.

#### **Special Events / Special Projects (1/10 - 1/11) *Compass Housing Alliance***

Responsibilities: Designed and implemented all fund development logistics around two newly merged organizations: the Lutheran Alliance to Create Housing and Compass Center, now called Compass Housing Alliance.. Developed and executed new fundraising initiatives, programs and events for a calendar year, along with ensuring continuity of the

newly merged development department and the navigation of donors and supporters from LATCH. Facilitated management of creation of new website with newly merged org, including hiring designer and developer and facilitating brand planning with executive team, also coordinating deliverables between vendors and staff.

**Outreach & Fund Development Director (2/09 - 1/10)** *Lutheran Alliance To Create Housing*  
Responsibilities: Promoted from Development Manager to Director. Responsible for strategic planning, fund development, communications and marketing • Established annual budget, strategic plan, program initiatives, and educational outreach with staff • Oversaw annual fundraising and communication plans, including strategy and implementation to meet annual goals and objectives • Worked with Executive Director, Board of Directors and volunteers in stewarding relationships with prospective and existing major donors, including our membership groups • Provided staff support to board Outreach & Fund Development committee & Auction committee • Supported congregations in their partnership and membership with LATCH • Provided direct supervision to Development Assistant & Grant writer • Facilitated all collateral materials for outreach & marketing efforts • Oversaw donor database: DonorPerfect • Developed and implemented major donor plan • Directed department through a merger process with Compass Center.

## Education

- University of South Dakota - MPA / Master of Public Administration (graduation May 2022)
  - University of Washington- BA / International Studies  
Concentration: Development Studies- Minor: Human Rights
  - University of Washington- BA / Political Science  
Concentration: Political Economy
- [Ronald E. McNair Scholar](#)

## References

- Gena Palm – Executive Director- *CARES School of Utah*  
Former colleague at Friends of Youth  
[REDACTED]
- Jerry Blackburn – Executive Director- *Influence The Choice*  
Former colleague at Friends of Youth  
[REDACTED]
- Steve Eisner, Former- CTO- *SeeYourImpact.org* / Current- Senior Engineer - *Dropbox*  
Collaborated with SYI to organize a high profile fundraising event for their organization  
[REDACTED]
- Lauren Freeman, Director of Worldwide External Development – *Electronic Arts (EA)*  
Personal reference  
[REDACTED]
- Rohan Sardesai, Co-Founder & CEO - *Interactive Labs, Inc.*  
Personal reference  
[REDACTED]

### Volunteer experience

Former Board Member at The Refugee and Immigrant Family Center (RIFC)

Former Board Member at Sanctuary Arts Center

Former Development Committee Member at Delridge Neighborhood Association

Former Board Member at CoCA, Center on Contemporary Art

### Languages

I speak and understand Korean and read/write and speak German at an intermediate level

## Seattle Human Rights Commission

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			2.	Member	Robel Mulugeta	7/23/21	7/22/23	1	Mayor
2	M	7	3.	Member	Tyrone Grandison	7/23/21	7/22/23	2	City Council
	F		4.	Member	Roopali Dhingra	7/23/21	7/22/23	1	Mayor
	F		5.	Member	Guneeta Chadha	7/23/21	7/22/23	1	City Council
	F		6.	Member	Amanda Richer	1/23/21	1/22/23	1	Mayor
	M		7.	Member	Allan Nyaribo	1/23/20	1/22/22	1	City Council
	F		8.	Member	Julia Ismael	1/23/20	1/22/22	1	Commission
	F		9.	Member	Rachel Kramer	7/23/20	7/22/22	1	Mayor
2	F	6	10.	Member	Jackie Turner	7/23/20	7/22/22	2	City Council
1	F	7	11.	Member	Erika Chen	7/23/20	7/22/22	2	Mayor

6	F	3	12.	Member	Elizabeth W. Pachaud	7/23/20	7/22/22	2	City Council
	F		13.	Member	Jackie Schultz	1/23/21	1/22/23	1	Mayor
	F		14.	Member	Kayleigh Kleiva	1/23/21	1/22/23	1	City Council
6	F	7	15.	Member	Claire Guilmette	1/23/21	1/22/23	1	Mayor
6	M	3	16.	Get Engaged	Vacant	9/1/21	8/31/22	1	Mayor
	F		17.	Member	Natasha Bennett	7/23/20	7/22/22	1	City Council
	M		18.	Member	Alexander Tang	1/23/20	1/22/22	1	Mayor
			19.	Member	Vacant	7/23/20	7/22/22	1	Commission
6	M	3	20.	Member	Brian Egger	1/23/20	1/22/22	2	Commission
6	F	3	21.	Member	Jessica C. Bhuiyan	7/23/20	7/22/22	2	Commission

# SELF-IDENTIFIED DIVERSITY CHART

(1) (2) (3) (4) (5) (6) (7) (8) (9)

	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
<b>Mayor</b>	3	5											
<b>Council</b>	3	5											
<b>Comm</b>	1	2											
<b>Total</b>	7	12											

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

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**File #:** Appt 02078, **Version:** 1


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Appointment of Schuyler Reid as member, Seattle Human Rights Commission, for a term to July 22, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Schuyler Reid</i>		
<b>Board/Commission Name:</b> <i>Seattle Human Rights Commission</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input checked="" type="checkbox"/> Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>mm/dd/yy.</i>	<b>Term of Position: *</b> <i>7/23/2021</i> <b>to</b> <i>7/22/2023</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>West Seattle</i>	<b>Zip Code:</b>	<b>Contact Phone No.:</b>
<b>Background:</b>  Born and raised in Alaska, Schuyler Reid sought out adventure in Shanghai and New York City before settling down in West Seattle to enjoy a quieter pace of life. While globe-trotting, Schuyler realized her passion for human rights advocacy and found fulfilling work in impactful, mission-driven organizations. In her current role as a Manager at Human Rights Watch, she has the exciting privilege of building engaging and meaningful learning and development opportunities for over 500 staff in almost 50 countries. In her free time, Schuyler enjoys volunteering, exploring Washington's magnificent parks, finding little free libraries in her neighborhood, baking tasty treats, and embroidering nature scenes onto pillowcases.		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> <i>Councilmember Tammy Morales</i> <i>Seattle City Council</i>

# SCHUYLER REID (SHE/HER)

• Human Resources Management •

## ABOUT ME

An accomplished HR practitioner with years of experience in all areas of nonprofit people operations, including benefits and leave administration, performance management, talent development, employee relations, and culture change.

## EDUCATION

2012 University of Alaska  
BBA Finance

2022 University of Washington  
Certificate in Human Resources Management

## EXPERIENCE

### 2021 - Human Resources Manager

now Human Rights Watch - Seattle

- Collaborate with leadership and key stakeholders to develop and implement learning and development policies, budgets, and strategies.
- Review individual and organizational development needs and ensure learning opportunities are meeting those needs.
- Assist managers with setting performance objectives and monitoring progress.
- Collaborate with Union representatives and the Legal team to manage employee relations challenges.
- Manage the annual performance review process for the organization.

### 2019 - Stress and Resilience Task Force Co-Chair

now Human Rights Watch - Seattle

- Work closely with organizational leadership, the Diversity, Equity, and Inclusion Task Force, and other key stakeholders to create the organization's approach to staff wellbeing and resilience.
- Built an internal peer support program consisting of a diverse cohort of professionally trained staff members.

### 2019 - Human Resources Senior Coordinator

2021 Human Rights Watch - New York City

- Fueled leader engagement on diversity, equity, inclusion, and staff wellbeing by liaising with subject matter experts and consultants to craft a bespoke multi-year training programs.
- Collaborated with stakeholders and expert consultants to complete a benefits review with a special eye to mental health support and international equity.
- Launched a comprehensive and inclusive Employee Assistance Program, helming research and implementation.
- Created government compliance reports, including the organization's EEO data.
- Managed and mentored newly joined HR staff.

- 2018 - Human Resources Associate**
- 2019** Human Rights Watch - New York City
- Collaborated with payroll and IT colleagues to create a flawless on-boarding process of new hires.
  - Built out the employee departure process to gain insightful metrics used to improve the employee experience.
  - Successfully transitioned the organization to a more comprehensive and integrated HRIS.
  - Coordinated open enrollment processes for over 300 staff.
  - Assisted with domestic and international audits to ensure accuracy and compliance of data.
- 2016 - Human Resources and Administrative Coordinator**
- 2018** Seeds of Peace - New York City
- Partnered with leadership on the creation and implementation of effective employment policies and procedures.
  - Powered employee satisfaction and retention by conducting salary research and recommendations for staff in five countries.
  - Augmented diversity and inclusion in recruitment by creating a streamlined and strategic hiring process.
  - Furthered career development for interns by leading and organizing the year-round program.
- 2014 - Administrative Officer**
- 2016** Alaska State Commission for Human Rights - Anchorage
- Procured optimal candidates for vacancies by reviewing job applications to identify and vet potential employees, conducting interviews of applicants in conjunction with hiring managers, and successfully onboarding new staff.
  - Drove informed decision making through developing and maintaining databases, analyzing data, and creating divisional reports for the Governor.
  - Managed four administrative staff for the division.
  - Ensured seamless internal and external audits, including managing the divisional budget, personnel, and payroll records.
  - Promoted information transparency by authoring internal communications and external reports for senior management and Commissioners.

## EARLY CAREER

Human Resources Clerk

English Teacher

## SKILLS

Policy Creation

Change Leadership

Employee Relations

Project Management

Process Improvement

## SOFTWARE

UltiPro/UKG

APD

Concur

Greenhouse

Zendesk

Microsoft Office

# Seattle Human Rights Commission

## November 2021

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

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 Other Appointing Authority-appointed: Commission-appointed

### Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
1	M	4	1.	Member	Schuyler Reid	7/23/21	7/22/23	1	City Council
			2.	Member	Robel Mulugeta	7/23/21	7/22/23	1	Mayor
2	M	7	3.	Member	Tyrone Grandison	7/23/21	7/22/23	2	City Council
	F		4.	Member	Roopali Dhingra	7/23/21	7/22/23	1	Mayor
	F		5.	Member	Guneeta Chadha	7/23/21	7/22/23	1	City Council
	F		6.	Member	Amanda Richer	1/23/21	1/22/23	1	Mayor
	M		7.	Member	Allan Nyaribo	1/23/22	1/22/24	1	City Council
	F		8.	Member	Julia Ismael	1/23/20	1/22/22	1	Commission
	F		9.	Member	Rachel Kramer	7/23/20	7/22/22	1	Mayor
2	F	6	10.	Member	Jackie Turner	7/23/20	7/22/22	2	City Council
1	F	7	11.	Member	Erika Chen	7/23/20	7/22/22	2	Mayor
6	F	3	12.	Member	Vacant	7/23/20	7/22/22	2	City Council
	F		13.	Member	Jackie Schultz	1/23/21	1/22/23	1	Mayor
	F		14.	Member	Kayleigh Kleiva	1/23/21	1/22/23	1	City Council
6	F	7	15.	Member	Vacant	1/23/21	1/22/23	1	Mayor
6	M	3	16.	Get Engaged	Vacant	9/1/21	8/31/22	1	Mayor
	F		17.	Member	Natasha Bennett	7/23/20	7/22/22	1	City Council
	M		18.	Member	Alexander Tang	1/23/20	1/22/22	1	Mayor

			19.	Member	Vacant	7/23/20	7/22/22	1	Commission
6	M	3	20.	Member	Brian Egger	1/23/20	1/22/22	2	Commission
6	F	3	21.	Member	Jessica C. Bhuiyan	7/23/20	7/22/22	2	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	2	5											
Council	2	5											
Comm	1	2											
Total	5	12											

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

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**File #:** Appt 02069, **Version:** 1

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Reappointment of Jennifer Gordon as member, Seattle Women's Commission, for a term to July 1, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Jennifer Gordon</i>		
<b>Board/Commission Name:</b> <i>Seattle Women's Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>mm/dd/yy.</i> <i>09/20/21</i>	<b>Term of Position: *</b> <i>7/2/2021</i> <b>to</b> <i>7/1/2023</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Ballard</i>	<b>Zip Code:</b> <i>98107</i>	<b>Contact Phone No.:</b>
<b>Background:</b> Jennifer is a military veteran and believes she can bring a necessary voice to the commission and highlight the unique needs of her community. As a registered nurse and Public Health graduate student, she believes she can serve in a meaningful way on the health subcommittee as well as other committees on the commission. Additionally, as a concurrent public policy graduate student she brings knowledge of public administration, community engagement plus policy analysis and program evaluation skills to the team. She feels that in this time of significant growth and change, she would be honored to be able to advocate for her community and ensure that women always have a seat at the table in creating the best, brightest future possible for our beloved city.		
<b>Authorizing Signature (original signature):</b> <i>Jenny A. Durkan</i>		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>



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# Jennifer Gordon RN, BSN, CCRN

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## *Summary of Qualifications*

- Leadership and dedication to public service demonstrated through 8 years of service as a U.S. Naval Officer (5 years Active Duty, 3 years Reserves)
- Experienced leading teams of 20 to 70 and training allied health professionals
- Experience planning and providing healthcare in austere settings including post-disaster humanitarian aid and conflict zone/battlefield medicine.
- Ability to liaise between organizations, governments, and constituents to bring resources to patients and education opportunities to healthcare staff.
- Analysis and evaluation skills, as well as qualitative research experience developed through graduate studies

## *Education*

### MASTER OF PUBLIC ADMINISTRATION | SPRING 2019 | UNIVERSITY OF WASHINGTON

- Public Policy and Administration, Policy Analysis and Program Evaluation concentration
- Related coursework: policy analysis and program evaluation courses completed, advanced policy analysis, advanced program evaluation and benefit cost analysis courses to complete in coming year.

### MASTER OF PUBLIC HEALTH | SPRING 2020 | UNIVERSITY OF WASHINGTON

- Health Services and Policy concentration
- Related coursework: health policy, social determinants of health, epidemiology, biostatistics, qualitative research methods, .

### BACHELOR OF SCIENCE IN NURSING | AUG 2008 | SEATTLE UNIVERSITY

## *Experience*

### CHIEF FINANCIAL OFFICER | MINORITY VETERANS OF AMERICA | APRIL 2018-PRESENT

- Lead financial department in startup nonprofit, responsible for all budgets and financial statements, and assist with grant writing and sourcing new revenue streams. Volunteer position.

#### **LIEUTENANT COMMANDER | UNITED STATES NAVY RESERVE | MAY 2014-JUNE 2018**

- Unit Training Officer of Operational Health Support Unit Bremerton Detachment C, responsible for general military and medical training for unit of 50 Doctors, Nurses, Dentists, Allied health professionals and Corpsmen including basic and advanced cardiac life support, trauma/battlefield medical training as well as Navy leadership and Core Values training.

#### **REGISTERED NURSE | AMERICAN MOBILE NURSES | JAN 2016-PRESENT**

- Locums Tenens Nurse, worked 13+ week contracts in various hospitals including Georgetown University Hospital in Washington DC, Virginia Mason in Seattle, WA and Kaiser Permanente in San Diego, CA.

- Fill critical nursing shortages as ICU registered nurse while experiencing first-hand the differences and disparities in healthcare practices and resources across the United States.

#### REGISTERED NURSE | UNIVERSITY OF WASHINGTON MEDICAL CENTER | MAY 2014-DEC 2015

- Registered Nurse in Medical/Surgical ICU, developed outstanding clinical skills in high volume, highly specialized, university teaching hospital.

#### NURSE CORPS OFFICER | UNITED STATES NAVY | JAN 2009 – APR 2014

- Completed two tours of duty at Naval hospitals in San Diego and Guam and collaborated with Guam Public Health Service in bringing increased and culturally appropriate palliative care services to the hospital. Received honorable discharge. Awards include National Defense Service Medal, Overseas Service Ribbon and Meritorious Unit Commendation.

#### VOLUNTEER | LIFELONG AIDS ALLIANCE | 2006-PRESENT

- Regular volunteer, worked in food prep, packaging, and home food delivery in support of LLAA's vision of food as medicine, as well as several special events to fundraise and provide HIV/AIDS awareness and education in the community, including annual AIDS walk and Gay Bingo fundraisers.

#### *Projects*

#### DEFINING SUCCESSFUL OPIOID TAPER: THE FIRST STEP IN EVALUATING SAFETY AND EFFECTIVENESS | 2019

- Student Research Assistant with Kaiser Permanente Washington Health Research Institute. Literature review and survey of physicians who work with chronic opioid patients to develop a standard definition of successful opioid taper.

#### POLICY ANALYSIS, OPIOID CRISIS IN WASHINGTON STATE | SPRING 2018

- Background research and literature review, interview with subject matter experts from Alcohol and Drug Abuse Institute (ADAI), analysis of several policy options currently being considered by WA state against criteria of cost, political feasibility, time to implementation, effectiveness in treating opioid addiction and equity of healthcare service delivery.

#### PROGRAM EVALUATION, RENTAL HOUSING SAFETY PROGRAM IN LAKEWOOD, WA | SPRING 2018

- Process evaluation of new rental safety program designed using mixed methods, focused interview with program manager, review of all program documents, policies and procedures, review of program planning process including community engagement efforts, town hall meetings, languages provided in written and face to face communication. Tenant telephone survey designed.

## QUANTITATIVE ANALYSIS, GENDER WAGE GAP IN THE NURSING PROFESSION | WINTER 2018

- Regression analyses run on ACS data regarding wages by gender in different nursing professions. STATA statistical software used to code raw data and run standard and chi squared regressions, probability statistics and review summary statistics. Analyses compiled into policy report including results, methods and limits of analysis.

# Seattle Women's Commission

## August 2021

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

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

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	F		1.	Member	Marcia Wright-Soika	7/02/21	7/01/23	2	Mayor
4	F		2.	Member	Abriel Johnny	7/02/20	7/01/22	1	Mayor
	F		3.	Member	Vacant	7/01/21	7/01/23		Mayor
	F		4.	Member	Vacant	7/02/20	7/01/22		Mayor
	F		5.	Member	Vacant	7/02/21	7/01/23		Mayor
6	F		6.	Member	Jennifer Gordon	7/02/21	7/01/23	2	Mayor
6	F		7.	Member	Rebecca Bryant	7/02/20	7/01/22	1	Mayor
1	F		8.	Member	Diya Khanna	7/02/20	7/01/22	2	Commission
6	F		9.	Member	Zoe True	7/02/21	7/01/23	3	Mayor
9	F		10.	Member	Kyla Evans	7/02/20	7/01/22	1	City Council
1	F		11.	Member	K. Min Pease	7/02/21	7/01/23	3	City Council
2	F		12.	Member	Jamilah Williams	7/02/21	7/01/23	3	City Council
2	F		13.	Member	Vinati Mamidala	7/02/20	7/01/22	1	City Council
2	F		14.	Member	Tana Yasu	7/02/20	7/01/22	2	City Council
	F		15.	Member	Vacant	7/02/21	7/01/23		City Council
6	F		16.	Member	Jema Turk	7/01/21	7/02/23	1	City Council
6	F		17.	Member	Rachel Morowitz	7/02/20	7/01/22	1	Commission
6	F		18.	Member	Morgan Cain	7/01/20	7/01/22	1	City Council
1	F	-	19.	Member	Whitney Nakamura	7/01/20	7/02/22	2	Commission
6	F		20.	Member	Ophelia Parker	7/01/21	7/02/23	1	Commission
	F		21.	Get Engaged	Vacant	9/01/20	8/31/21	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	0	5	0	0	0	0	0	0	0	0	0	0	0
Council	0	7	0	0	0	0	0	0	0	0	0	0	0
Comm	0	4	0	0	0	0	0	0	0	0	0	0	0
Total	0	16		00	0	0	0	0	0	0	0	0	0

### Key:

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 02070, **Version:** 1

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Reappointment of Zoe True as member, Seattle Women's Commission, for a term to July 1, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Zoe True</i>		
<b>Board/Commission Name:</b> <i>Seattle Women's Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>mm/dd/yy.</i> <i>09/20/21</i>	<b>Term of Position: *</b> <i>7/2/2021</i> <b>to</b> <i>7/1/2023</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Ravenna</i>	<b>Zip Code:</b> <i>98115</i>	<b>Contact Phone No.:</b>

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



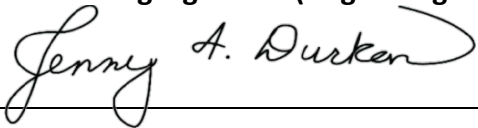
**Background:**

During my time on the Commission, I have led the Community Health and Wellness Committee, organized community awareness events, published op-eds, and advised community leaders. As the chair of the Community Health and Wellness Committee I coordinated a team of 3-5 fellow commissioners as we focused on the health impact of experiencing homelessness and on disparities in maternal health access and quality. I contributed to local and statewide policies on eviction by writing and [publishing an op-ed in the Seattle Times](#) detailing the proposed legislative changes related to our Commission report, [Losing Home: the Human Cost of Eviction in Seattle](#), which [instigated SB 5600](#). It would be an honor to continue my work advancing community conversations and local policy as a commissioner on the Seattle Women's Commission.

I come to the Commission with a deep appreciation for the diverse needs of women from all over our city. While serving in the U.S. Peace Corps in Morocco, I worked effectively across cultures by collaborating with community leaders to create and carry out women's health education programs. As the project lead for a women's health workshop, I bridged the gap between young women and traditional birth attendants through graphics-based teaching aids. This cross-generational workshop improved conversations on safe birth and was adopted by the Peace Corps country office to train new volunteers. At the Seattle Women's Commission, I call upon these experiences to ensure that women from all backgrounds can meet their health needs and be empowered to improve their lives.

My commitment to the women and girls of Seattle is readily apparent through my involvement in local nonprofits. I served for three years on the associates' board of the Jubilee Women's Center, raising funds and awareness to support transitional and longer-term housing for women experiencing poverty and homelessness. I also mentored and volunteered with Powerful Voices, which empowers adolescent girls through programs and social justice promotion to help them thrive and realize their dreams. These organizations have given me the opportunity to continually learn from the diverse experiences of women and girls in Seattle - perspectives I bring to the commission as we consider policies and projects.

My time on the commission has been rewarding and I look forward to continuing to advocate and build awareness to improve the lives of women and their communities throughout Seattle.

**Authorizing Signature (original signature):****Appointing Signatory:**

Jenny A. Durkan  
Mayor of Seattle

# ZOË TRUE - MA, MPA

## Summary

Cross-disciplinary team leader and scholar adept at interpreting and communicating complex scientific findings to inform policy. Six years of experience managing diverse teams, committed to identifying and maximizing team members' talents to create collaborative, high quality products that meet the organization's goals. Excited to contribute to an organization that is committed to creative and inclusive approaches to improving our community.

## Education

<b>University of Washington, Evans School of Public Affairs</b>	<b>Seattle,</b>
<b>WA Master of Public Administration, 3.7 GPA</b>	<b>June</b>
2015 <i>Certificate in Nonprofit Management: Strategic Planning, Personnel &amp; Financial Management</i>	
<i>Certificate in Global Health: Cost-Effectiveness Analysis, Policy &amp; Advocacy</i>	
<b>California State University</b>	<b>Long Beach, CA</b>
<i>Master of Arts, Political Science, 4.0 GPA</i>	<b>May 2009</b>
Focus Areas: International Development Theory, Policy Authorizing Environment	
<b>University of Missouri, Pierre Laclede Honors College</b>	<b>Saint Louis, MO</b>
<i>Bachelor of Arts, Political Science, Magna cum Laude</i>	<b>May 2006</b>

## Professional Experience Chronology

<b>PATH, Vaccine Access and Delivery Team (PATH)</b>	<b>Seattle, WA</b>
Program Coordinator	August 2015 – Present
<i>Organizing stakeholder collaboration &amp; supporting project management to increase access to vaccines</i>	
<b>Evans School Policy Analysis &amp; Research Group (EPAR)   University of Washington</b>	<b>Seattle,</b>
<b>WA Graduate Research Assistant   Administrative Manager</b>	<b>September 2013 – August 2015</b>
<i>Managed, created, and communicated specialized research to inform Gates Foundation decision-making</i>	
<b>Global Washington (GW)</b>	<b>Seattle, WA</b>
Membership Visualization Consultant	June 2014 – September 2014
<i>Enhanced the sense of community by collaboratively designing a virtual membership map &amp; database</i>	
<b>United States Peace Corps (PC)</b>	<b>Kingdom of Morocco</b>
Rural Health Community Organizer	March 2011 – May 2013
<i>Used participatory methods to gather &amp; manage local teams to generate health improvement programs</i>	
<b>California Dance Institute (CDI)</b>	<b>Los Angeles, CA</b>
Development, Marketing, and IT Associate	December 2008 – September 2010
<i>Assessed organizational needs and led expansion efforts by increasing effectiveness &amp; efficiency</i>	
<b>Obama for America (OfA)</b>	<b>Los Angeles, CA</b>
Campaign Office Manager	August 2008 – November 2008
<i>Inspired and trained up to 400 hundred citizens a day to mobilize their political system; won election</i>	
<b>California Clean Money Campaign (CCMC)</b>	<b>Los Angeles, CA</b>
Contribution & Policy Research Intern	February 2007 – November 2007
<i>Assessed status quo and used evidence to advocate for the mission and build support network</i>	

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

**Grassroots Campaigns, Inc. (GCI)**

Volunteer Manager

*Built political participation by cultivating 500 hundred first-time voter turnout volunteers***Los Angeles, CA & St. Louis, MO**

July 2006 – November 2006

**Technology Skills** *Able to work across Windows and Mac OS X operating systems*

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Microsoft Office: Word, Excel, PowerPoint, Publisher

Statistical Analysis Software: Stata, SPSS

Database Management: Salesforce, eTapestry

Virtual Office tools: GoogleApps, SharePoint

**Management & Organizational Effectiveness**

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- Successfully managed projects in dynamic organizations
  - Implemented project management tools such as timelines, issue trackers, risk registers, and communication plans to enhance team cohesion and project cadence (PATH).
  - Coordinated partners, funders, and international experts for participation in Scientific Advisory Committee meetings with WHO representatives to inform project planning (PATH).
  - Designed, executed, monitored, and evaluated USAID funded health projects (PC).
  - Managed individual donor fundraising and co-authored six winning grants, earning 14% (donors) and 38% (grants) of total operating budget during the financial crisis (CDI).
- Demonstrated success leading and working with diverse groups to produce high quality deliverables
  - Collaborated with local professionals and villagers in Morocco to design and implement health education programs (PC).
  - Managed teams ranging in size from a two-person team that produced a monthly economic report for the Chief Administrative Officer at the Gates Foundation (EPAR) to hundreds of campaign volunteers per day who in turn mobilized hundreds of voters per hour (OfA).
  - Elected as the Health Sector Representative for Gender and Development Committee (PC).
- Created systems to enhance organizational efficiency
  - Created organizational, supervisor, and researcher evaluation systems. Collaborated with team to improve office culture and management based on evaluation results (EPAR).
  - Collectively restructured committee objectives and goals through logic model exercise (PC).
  - Spearheaded transition to virtual office, saving 4% of total worker hours per year and expanded staff access and usage of online platform from 65% to 100% (CDI).
  - Restructured volunteer retention program through staff training on long-term volunteer relationship building techniques. Repeat volunteers increased from five to over 20 through improved volunteer relations and a clear breakdown of tasks (CDI).

**Creative Teaching & Communication**

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- Including visual learners and diverse learning styles
  - Coordinated with contractor to create an interactive map showing the diversity in sector, focus, and geography of the international development community based in Seattle (GW).
  - Created visually based training manual, conference presentation, and educational materials for women's health empowerment workshops focused on family planning and maternal health in communities with very low literacy (PC).
- Training & Teaching through Narrative
  - Established participatory peer health education group by training 20 peer educators to teach health topics in isolated communities using evidence based experiential story telling (PC).

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

- Designed highly successful HIV/AIDS curriculum to teach teens how to communicate health lessons, resulting in 10 student-led health lessons presented to over 600 individuals and won a region-wide HIV/AIDS theater competition (PC).

## Research & Analysis

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- International-Focused Research
  - Health: Conducted a cost-effectiveness analysis of the malaria vaccine in Zambia to inform decision-making around health invention options (academia). Managed team of four performing a systematic review of evidence base on the disease burden of influenza on children under six months old (PATH).
  - Agriculture: Used statistical methods to identify regional differences in agriculture methods of smallholder farmers to inform intervention decisions (EPAR).
  - [Mutual Aid Groups](#): Assessed evidence on self-help groups in health, agriculture, empowerment, and finance using systematic literature review; results informed strategy decisions across the Gates Foundation and program planning in the India Office (EPAR).
  - Environment: Co-authored paper on the relationship between staple crops and the environment, synthesizing field expert opinion with existing literature, identifying gaps in research and assessing the environmental impact of agricultural policy. [Published in Food Security journal](#) (EPAR).
  - International Aid: Assessed the harmonization and coordination of international financial aid [within countries](#) and [across major donors](#) using a systematic literature review. The results informed strategy decisions across the Bill and Melinda Gates Foundation who shared the findings with the Organization for Economic Cooperation and Development (EPAR).
- Domestic-Focused Research
  - Economic Development: Coordinated with team of 60 public sector executives responding to questions from the Federal Reserve on regional economic conditions. Compiled results and wrote report to support board member. Produced 12 monthly reports (EPAR).
  - Campaign Finance: Led research on fundraising in L.A. City Council elections and influence of health care interest groups on legislation, featured in speeches and newsletters (CCMC).

## Service & Leadership

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<b>Women in Public Affairs Lean-In Circle</b>	<b>Seattle, WA</b>
Founding Member & Meeting Facilitator	2015-present
<ul style="list-style-type: none"> <li>• Organizing and facilitating monthly sessions to discuss gender issues in the modern professional nonprofit and public sectors.</li> </ul>	
<b>Race Action Committee at Evans</b>	<b>Seattle, WA</b>
Founding Chair	2014-2015
<ul style="list-style-type: none"> <li>• Founded student group in solidarity with #BlackLivesMatter; fostered student engagement with diversity conversations and recruited team to write policy report on juvenile justice for King County</li> </ul>	
<b>Partnership for Community and Diversity</b>	<b>Seattle, WA</b>
Leadership Team Member	2014-2015
<ul style="list-style-type: none"> <li>• Designed and lead a town hall with over 100 attendees, gained community buy-in for a proposal requesting increased diversity at the Evans School</li> </ul>	
<b>School for the Deaf and Hard of Hearing</b>	<b>Los Angeles, CA</b>
Teaching Artist	2009-2010
<ul style="list-style-type: none"> <li>• Taught life and learning skills to at risk deaf and hard of hearing youth through dance</li> </ul>	

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

# Seattle Women's Commission

## August 2021

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

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

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	F		1.	Member	Marcia Wright-Soika	7/02/21	7/01/23	2	Mayor
4	F		2.	Member	Abriel Johnny	7/02/20	7/01/22	1	Mayor
	F		3.	Member	<b>Vacant</b>	7/01/21	7/01/23		Mayor
	F		4.	Member	<b>Vacant</b>	7/02/20	7/01/22		Mayor
	F		5.	Member	<b>Vacant</b>	7/02/21	7/01/23		Mayor
6	F		6.	Member	Jennifer Gordon	7/02/21	7/01/23	2	Mayor
6	F		7.	Member	Rebecca Bryant	7/02/20	7/01/22	1	Mayor
1	F		8.	Member	Diya Khanna	7/02/20	7/01/22	2	Commission
6	F		9.	Member	Zoe True	7/02/21	7/01/23	3	Mayor
9	F		10.	Member	Kyla Evans	7/02/20	7/01/22	1	City Council
1	F		11.	Member	K. Min Pease	7/02/21	7/01/23	3	City Council
2	F		12.	Member	Jamilah Williams	7/02/21	7/01/23	3	City Council
2	F		13.	Member	Vinati Mamidala	7/02/20	7/01/22	1	City Council
2	F		14.	Member	Tana Yasu	7/02/20	7/01/22	2	City Council
	F		15.	Member	<b>Vacant</b>	7/02/21	7/01/23		City Council
6	F		16.	Member	Jema Turk	7/01/21	7/02/23	1	City Council
6	F		17.	Member	Rachel Morowitz	7/02/20	7/01/22	1	Commission
6	F		18.	Member	Morgan Cain	7/01/20	7/01/22	1	City Council
1	F	-	19.	Member	Whitney Nakamura	7/01/20	7/02/22	2	Commission
6	F		20.	Member	Ophelia Parker	7/01/21	7/02/23	1	Commission
	F		21.	Get Engaged	<b>Vacant</b>	9/01/20	8/31/21	1	Mayor

### SELF-IDENTIFIED DIVERSITY CHART

	<div> <div>(1)</div> <div>(2)</div> <div>(3)</div> <div>(4)</div> <div>(5)</div> <div>(6)</div> <div>(7)</div> <div>(8)</div> <div>(9)</div> </div>												
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	0	5	0	0	0	0	0	0	0	0	0	0	0
Council	0	7	0	0	0	0	0	0	0	0	0	0	0
Comm	0	4	0	0	0	0	0	0	0	0	0	0	0
Total	0	16		00	0	0	0	0	0	0	0	0	0

### Key:

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

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

*Diversity information is self-identified and is voluntary.*

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



## Legislation Text

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**File #:** Appt 02071, **Version:** 1

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Reappointment of Marcia Wright-Soika as member, Seattle Women's Commission, for a term to July 1, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Marcia Wright-Soika</i>		
<b>Board/Commission Name:</b> <i>Seattle Women's Commission</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> Appointment <b>OR</b> <input checked="" type="checkbox"/> Reappointment		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Date Appointed:</b> <i>mm/dd/yy.</i> 09/20/21	<b>Term of Position: *</b> 7/2/2021 <b>to</b> 7/1/2023  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b>	<b>Zip Code:</b>	<b>Contact Phone No.:</b>
<b>Background:</b>  Marcia was the previous chair of the Equitable Development committee, where our focus was on supporting the policies and processes that alleviate the impact on sweeps, and to amplify solutions for safe permanent housing. We also focused on efforts to increase fare equity. She is currently serving on the Government and Community Relations Committee. I am really looking forward to working more closely with the Washington state Women's Commission, helping to create forums for our community to engage with candidates in the upcoming election, and working toward overall commission goals to support a post-pandemic equitable recovery for womxn.		
<b>Authorizing Signature (original signature):</b> <i>Jenny A. Durkan</i>		<b>Appointing Signatory:</b> <i>Jenny A. Durkan</i> <i>Mayor of Seattle</i>



# Marcia Wright-Soika, MBA

*Nonprofit Development and Communications Executive*

## EXPERIENCE

Mercy Housing, Inc. – national nonprofit affordable housing agency  
Affordable Housing Developer and Owner with Onsite Resident Services Program Model

**2018 to Present**

**Director of Philanthropy for Northwest Region**

### Responsibilities & Achievements

- Increased contributed revenue over 2017 in both individual and event contributions.
- Increased Mercy Housing's profile in the Northwest market through strategic communications plan, securing new media partnerships and proactive outreach to local media outlets.
- Lead department's Racial Equity Plan and ensured goals such as amplifying partnerships with minority-owned businesses were complete.
- Increased number of new donors by 14% since last year.
- Launched new corporate engagement strategy to create new or strengthen philanthropy partnerships for Mercy Housing Northwest, including Seattle Seahawks, Bank of America and BECU.

YWCA Delaware, Inc. – statewide organization; Wilmington, DE headquarters  
Social Service Agency – Housing and Community Programs

**2012 to 2017**

**Director of Development and Communications**

### Responsibilities & Achievements

- Secured the capital funding needed to finalize purchase of YWCA's homeless shelter and begin critical repairs, including making the building more energy efficient and secure.
- Generated new business partnerships, strengthened relationships with existing funders and strategized plans to expand and launch new programs, and to achieve and exceed revenue goals.
- Mobilized volunteer committees to support YWCA in achieving agency, program, and fundraising targets.
- Led YWCA's major fundraising annual event and planned nearly two dozen special events throughout the year.
- Increased visibility of organization to YWCA's funding partners and prospects and strengthened donor recognition opportunities.
- Developed new tools and reporting systems for team to better track and evaluate its performance against budget and to improve donor communications.
- Created new awards strategy that resulted in cost savings, boosted revenue and more visibility for the agency's programs.
- Created skills-based volunteerism strategy and recruited in-kind partner to overhaul YWCA's 20+ year old database to cloud-based system currently in use.
- Graduated in 2013 from the agency's Leadership Development Program (selected by CEO and Board of Directors). Also completed YWCA's 2012 Mid-Atlantic Region Leadership Academy.

Chester County Fund for Women and Girls – West Chester, Pa.

Grantmaking and Education Women's Foundation

**Development and Programs Associate, 2007 to 2012**

### Responsibilities & Achievements

- Part of team that raised \$3.5 million for 2008 endowment campaign, more than \$500,000 over goal.
- Lead grant writer for foundation and corporate grants. Managed stewardship reports for funders.
- Planned more than two dozen successful events annually during tenure, including fundraisers, educational programs, grants celebrations and conferences. Helped acquire new corporate support each year for the "Making a Difference" Annual Luncheon – primary annual fundraising event.

## Seattle Women's Commission August 2021

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

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

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	F		1.	Member	Marcia Wright-Soika	7/02/21	7/01/23	2	Mayor
4	F		2.	Member	Abriel Johnny	7/02/20	7/01/22	1	Mayor
	F		3.	Member	Vacant	7/01/21	7/01/23		Mayor
	F		4.	Member	Vacant	7/02/20	7/01/22		Mayor
	F		5.	Member	Vacant	7/02/21	7/01/23		Mayor
6	F		6.	Member	Jennifer Gordon	7/02/21	7/01/23	2	Mayor
6	F		7.	Member	Rebecca Bryant	7/02/20	7/01/22	1	Mayor
1	F		8.	Member	Diya Khanna	7/02/20	7/01/22	2	Commission
6	F		9.	Member	Zoe True	7/02/21	7/01/23	3	Mayor
9	F		10.	Member	Kyla Evans	7/02/20	7/01/22	1	City Council
1	F		11.	Member	K. Min Pease	7/02/21	7/01/23	3	City Council
2	F		12.	Member	Jamilah Williams	7/02/21	7/01/23	3	City Council
2	F		13.	Member	Vinati Mamidala	7/02/20	7/01/22	1	City Council
2	F		14.	Member	Tana Yasu	7/02/20	7/01/22	2	City Council
	F		15.	Member	Vacant	7/02/21	7/01/23		City Council
6	F		16.	Member	Jema Turk	7/01/21	7/02/23	1	City Council
6	F		17.	Member	Rachel Morowitz	7/02/20	7/01/22	1	Commission
6	F		18.	Member	Morgan Cain	7/01/20	7/01/22	1	City Council
1	F	-	19.	Member	Whitney Nakamura	7/01/20	7/02/22	2	Commission
6	F		20.	Member	Ophelia Parker	7/01/21	7/02/23	1	Commission
	F		21.	Get Engaged	Vacant	9/01/20	8/31/21	1	Mayor

### 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	0	5	0	0	0	0	0	0	0	0	0	0	0
Council	0	7	0	0	0	0	0	0	0	0	0	0	0
Comm	0	4	0	0	0	0	0	0	0	0	0	0	0
Total	0	16		00	0	0	0	0	0	0	0	0	0

**Key:**

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

*Diversity information is self-identified and is voluntary.*



## Legislation Text

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**File #:** Appt 02079, **Version:** 1

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Reappointment of April Snow as member, Seattle Disability Commission, for a term to October 31, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> April Snow		
<b>Board/Commission Name:</b> Seattle Disability Commission		<b>Position Title:</b> Commissioner
<input type="checkbox"/> <b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: Commission	<b>Date Appointed:</b>	<b>Term of Position: *</b> 11/1/2021 to 10/31/2023  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> Pioneer Square	<b>Zip Code:</b> 98104	<b>Contact Phone No.:</b>
<b>Background:</b> April Snow is a disabled individual who has long had an interest in becoming more civically engaged, with a particular interest in the intersection of Race and Disability. While conducting research on how to be an Anti-Racist, April saw an opportunity to create an employee resource group focused on that intersection at her workplace, and is currently working on making that in to a reality. On the commission, she has a specific interest in advocating for Universal Design to improve accessibility for everyone, Crisis Intervention Teams to better prepare law enforcement in de-escalation, and Workplace education so that workplaces are more accepting and accommodating for disabled individuals. April has been serving as a commissioner on the Seattle Disability Commission since earlier this year, is one of the commission co-chairs and looks forward to her continued work.		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> Anquida Adams SDC Co-Chair

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

## **April Snow**

**Director, Donor Systems & Support at YMCA of Greater Seattle  
Greater Seattle Area**

### **Summary**

**Specialties: Raiser's Edge, ResearchPoint, Online Express, NetCommunity, TeamRaiser, Greater Giving, Crystal Reports, Siebel, prospect research, data integrity, imports, reports, analytics**

### **Experience**

**YMCA of Greater Seattle | 4 years 1 month**

Director, Donor Systems & Support | July 2019 - Present (1 year 8 months)  
Greater Seattle Area

Drives development, enhancement and configuration of the organization's donor management applications and the supporting business processes and branch/department services to align with and achieve the YMCA of Greater Seattle's business objectives. Aligns department operations and provides leadership and supervision to the Donor Services department to create organizational efficiency. Serves as the key point of contact for systems (Blackbaud products and the complimentary applications) related business (internal and external)

System Specialist | Raiser's Edge and Campaign Administration  
March 2017 - July 2019 (2 years 5 months)

Seattle, Washington

Serves as organization's Raiser's Edge subject management expert as it relates to the configuration of comprehensive fundraising campaigns including annual, capital and endowment. Identifies ways to optimize use of the system to support business objectives. Provides process analysis and improvement plan implementation in order to increase efficiencies. Leads the administrative functions to support campaign work. Providing excellent customer service, serves as the liaison to branches for annual campaign Recruits, hires, trains, evaluates and supervises assigned staff managing the day-to-day campaign processes, such as correspondence, pledge entry, progress reports, payments, ensuring accurate donor records and transactions

Training Coordinator

February 2017 - March 2017 (2 months)

Seattle, Washington

With a focus on the member and donor experience, facilitates training for YMCA staff in all ACTIVE Net modules – Front Desk, Activities, and Back Office sections. Coordinates and assist in Raiser's Edge training. Provides best-in-class service and support to members, donors, and staff. Performs day-to-day business functions and training related to membership, childcare, programs and financial development

### **FareStart**

**Database & Research Specialist**

**July 2014 - February 2017 (2 years 8 months)**

**Seattle, WA**

Serves as organization's Donor systems subject management expert as it relates to the configuration of comprehensive fundraising campaigns including annual, capital and endowment. Identifies ways to optimize use of the system to support business objectives.

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

Provides process analysis and improvement plan implementation in order to increase efficiencies. Leads the administrative functions to support campaign work. Providing excellent customer service, serves as the liaison to branches for annual campaign Works with Annual Giving and Major Gifts team to analyze and segment data to foster effective donor relations and targeted donor communications. Researches and develops prospective donor profiles for the Major Gifts team

**Catholic Community Services**

**Database Manager**

**June 2011 - June 2014 (3 years 1 month)**

**Seattle WA**

Serves as organization's Donor systems subject management expert as it relates to the configuration of comprehensive fundraising campaigns including annual, capital and endowment. Identifies ways to optimize use of the system to support business objectives. Provides process analysis and improvement plan implementation in order to increase efficiencies. Leads the administrative functions to support campaign work Analyzes and segments data to foster effective donor relations and targeted donor communications. Researches and develops prospective donor profiles for the Major Gifts team

**American Lung Association in Alaska, Idaho and Washington**

**Donor Stewardship Coordinator**

**October 2009 - December 2010 (1 year 3 months)**

Serves as organization's Donor system subject management expert as it relates to the configuration of comprehensive fundraising campaigns including annual, capital and endowment. Identifies ways to optimize use of the system to support business objectives. Provides process analysis and improvement plan implementation in order to increase efficiencies. Leads the administrative functions to support campaign work. Some prospect research as needed.

**American Cancer Society**

**4 years 5 months**

**Research and Development Manager**

**March 2008 - July 2009 (1 year 5 months)**

Coordinate and participate in a variety of duties involved in collecting, interpreting, documenting and summarizing descriptive, analytical and evaluative data on prospective donors in support of development research and/or information gathering activities. Research and develop prospective corporate and foundation profiles for the Major Gifts and Employer Initiative teams, using selectory.com, hoovers.com, foundation center, lwave.com as well as various corporate and foundation websites. Maintain priority accounts in constituent database. Upload and maintain files on internal website. Run Stewardship program for major gift donors.

**Administrative Assistant**

**October 2005 - March 2008 (2 years 6 months)**

**Temporary Recruitment Specialist**

**March 2005 - September 2005 (7 months)**

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

# Seattle Commission for People with Disabilities

## November 2021

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

- 8 City Council-appointed
- 9 Mayor-appointed (includes 1 Get-engaged Mayor position)
- 4 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.	Member	VACANT	5/01/21	4/30/23	1	Mayor
			2.	Member	VACANT	5/01/19	4/30/21	1	City Council
			3.	Member	VACANT	5/01/19	4/30/21	1	Mayor
6	M	6	4.	Member	Christine Lew	5/01/21	4/30/23	2	City Council
			5.	Member	VACANT	11/1/19	10/31/21	1	Mayor
			6.	Member	VACANT	11/1/19	10/31/21	1	City Council
			7.	Member	VACANT	11/1/19	10/31/21	3	Mayor
			8.	Member	April Snow	11/1/21	10/31/23	1	Commission
4	F		9.	Member	Kristina Sawyckyj	5/01/20	4/30/22	2	City Council
2	F	3	10.	Member	Anquida Adams	5/01/20	4/30/22	2	Mayor
6	F	7	11.	Member	Jessica Williams-Hall	5/01/20	4/30/22	2	City Council
			12.	Member	VACANT	5/01/20	4/30/22	1	Mayor
			13.	Member	VACANT	11/1/20	10/31/22	1	City Council
			14.	Member	VACANT	11/1/20	10/31/22	1	Mayor
			15.	Member	VACANT	11/1/20	10/31/22	1	City Council
6	F	4	16.	Get Engaged	Taylor Ladd	9/1/20	8/31/21	1	Mayor
			17.	Member	Heyiwot Amare	5/01/20	4/30/22	1	City Council
			18.	Member	VACANT	11/1/20	10/31/22	1	Mayor
1	M	2	19.	Member	Daniel Kogita	5/01/20	4/30/22	2	Commission
			20.	Member	Dawn Dailey	11/1/20	10/31/22	1	Commission
		1	21.	Member	Kaitlin Skilton	11/1/20	10/31/22	1	Commission

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

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





## Legislation Text

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**File #:** Appt 02077, **Version:** 1

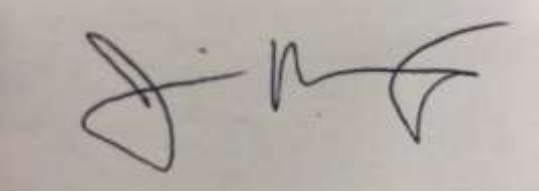
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Reappointment of Victor Loo as member, Seattle LGBTQ Commission, for a term to October 31, 2023.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Victor Loo		
<b>Board/Commission Name:</b> Seattle LGBTQ Commission		<b>Position Title:</b> Commission Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Commission</i>	<b>Date Appointed:</b> mm/dd/yy.	<b>Term of Position: *</b> 11/1/2021 to 10/31/2023  <input type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> <i>Rainier Vista</i>	<b>Zip Code:</b> <i>98144</i>	<b>Contact Phone No.:</b>
<b>Background:</b> <i>Victor Loo is the Director of Practice Innovation from Asian Counseling and Referral Service. He has over 18 years of experience in the provision, supervision, and management of behavioral health services/social services. He is 1 of the 25 national leaders in the Substance Abuse and Mental Health Administration – Health Resources and Services Administration Center for Integrated Health Solutions' Addressing Health Disparities Leadership Program, and 1 of the 15 national leaders in the National Council for Behavioral Health's Healthy Youth Leadership Institute. He is a member of the King County Integrated Care Network Finance Committee. He is a Board member representing Behavioral Health sector in Healthier Here King County Governing Board, and also on its Executive Committee. Besides the passion to serving Asian Americans and Pacific Islanders, immigrants and refugees, he is also an active community advocate/leader for the LGBTQ community. Victor has been serving as a commissioner on the Seattle LGBTQ Commission since last year and is currently serving as a commission co-chair.</i>		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> <i>Jessi Murray, Co-Chair</i> <i>Seattle LGBTQ Commission</i>

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

# Victor Loo

## OBJECTIVE

Seeking an executive position in the Social and Human Services field that can allow me to utilize analytical, language and multicultural skills to enhance diversity, and promote social equity/justice to address health disparities for vulnerable communities.

## EDUCATION

2003-2004      B.A. in Liberal Studies; Multicultural Counseling/Community Advocacy  
Antioch University Seattle  
Seattle, WA

## CERTIFICATION

- National Certified Addiction Counselor (# **014584**) since 08/31/2006
- Washington State Substance Use Disorder Professional (# **CP00004902**) since 12/26/2003

## LANGUAGE

Besides my native language, English, I am also fluent in spoken and written Mandarin Chinese, I am also well versed in both Traditional and Simplified Chinese. Highly proficient in interpretation and translation.

## COMPUTER SKILLS

Highly proficient in Windows and Macintosh Operating Systems.

## PROFESSIONAL EXPERIENCE

<b>2019-present</b>	Director, Practice Innovation ACRS
<b>2009-present</b>	Director, Recovery Services ACRS
<b>2006-2009</b>	Substance Abuse Service Program Manager, ACRS
<b>2004-2006</b>	Substance Abuse Treatment Program Supervisor, Asian Counseling and Referral Service (ACRS) Seattle, WA
<b>2003-2004</b>	Clinical Director, Washington Asian/Pacific Islander Families Against Substance Abuse Seattle, WA

## KEY PROFESSIONAL ACCOMPLISHMENTS/AFFILIATIONS

- King County Integrated Care Network Finance Committee
- Washington State LGBTQ Advisory Committee
- HealthierHere King County Executive Committee Member
- HealthierHere King County Governing Board Member/Behavioral Health Seat
- National Council for Behavioral Health Healthy Executive Seasoned Leader
- National Council for Behavioral Health Healthy Youth Leadership Institute
- SAMHSA-HRSA Center for Integrated Health (CIHS) Address Health Disparities Leader

# Seattle Lesbian, Gay, Bisexual, Transgender and Queer Commission

## November 2021

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

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

### Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	VACANT	5/1/21	4/30/23	1	City Council
			2.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			3.	Member	VACANT	5/1/21	4/30/23	1	City Council
			4.	Member	VACANT	5/1/21	4/30/23	1	Mayor
			5.	Member	VACANT	5/1/21	4/30/23	1	City Council
			6.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			7.	Member	VACANT	11/1/21	10/31/23	1	Commission
			8.	Member	Steven Pray	11/1/21	10/31/23	1	Mayor
			9.	Member	VACANT	5/1/20	4/30/22	1	City Council
			10.	Member	Nathaniel Higby	5/1/20	4/30/22	1	Mayor
			11.	Member	Diondra Braswell	5/1/20	4/30/22	1	City Council
			12.	Member	Brett Pepowski	5/1/20	4/30/22	1	Mayor
			13.	Member	Raja Fouad	11/1/20	10/31/22	1	City Council
			14.	Member	VACANT	11/1/20	10/31/22	1	Mayor
			15.	Member	VACANT	11/1/19	10/31/21	1	City Council
			16.	Get Engaged	Lillian M. Williamson	9/1/20	8/31/21	1	Mayor
			17.	Member	VACANT	5/1/20	4/30/22	1	City Council
			18.	Member	VACANT	11/1/21	10/31/23	1	Mayor
			19.	Member	Victor Loo	11/1/21	10/31/23	1	Commission
			20.	Member	Andrew Ashiofu	5/1/20	4/30/22	1	Commission
			21.	Member	Jessi Murray	5/1/20	4/30/22	2	Commission

### SELF-IDENTIFIED DIVERSITY

#### CHART

CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor													
Council													
Comm													
Total													

#### Key:

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

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

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

Diversity information is self-identified and is voluntary



## Legislation Text

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**File #:** Res 32035, **Version:** 1

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### CITY OF SEATTLE

#### RESOLUTION \_\_\_\_\_

A RESOLUTION recognizing the efforts of the Crown Hill community to prepare an action plan for their community; and identifying strategies and actions to implement the Crown Hill Urban Village Action Plan.

WHEREAS, Crown Hill was designated as an Urban Village by the City Council when it adopted Seattle's Comprehensive Plan in 1994; and

WHEREAS, in 1998, the community completed the Crown Hill/Ballard Neighborhood Plan, and through Ordinance 119111 the City adopted the Crown Hill/Ballard Neighborhood Plan goals and policies; and

WHEREAS, in 2018, the Office of Planning and Community Development (OPCD) completed a Community Planning Practice & Prioritization Report, identifying Crown Hill as a top priority planning area; and

WHEREAS, in 2018, OPCD decided to undertake a community planning process in the Crown Hill Urban Village; and

WHEREAS, in 2019, the City Council adopted citywide Mandatory Housing Affordability and related Comprehensive Plan changes to implement affordable housing requirements in 27 urban villages, which expanded the Crown Hill Urban Village boundary and added additional development capacity; and

WHEREAS, from 2018 to 2019, OPCD, in partnership with the Department of Neighborhoods and Seattle Department of Transportation, conducted public outreach in the Crown Hill Urban Village; and

WHEREAS, over 300 residents, business owners, property owners, and stakeholders engaged in four public workshops and four online surveys to create the Crown Hill Urban Village Action Plan ("Action Plan"); and

WHEREAS, this engagement process resulted in an Action Plan with three priorities: a distinct neighborhood

with great destinations and a vibrant public realm; streets that encourage walking and make it easy to get around; and connected, engaged, and thriving communities; and

WHEREAS, the Action Plan seeks to coordinate existing and future public and private investments and support community-led efforts in the Crown Hill Urban Village to support the community's vision, and provides urban design recommendations as articulated by the community to address community concerns and shape future development; and

WHEREAS, the Crown Hill Village Association is working in the Crown Hill Urban Village area on continued engagement with the broader community and on implementing the actions in the Action Plan; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE THAT:**

Section 1. **Crown Hill Urban Village Action Plan.** The City of Seattle ("City") recognizes the effort of the community members who participated in the creation of the Crown Hill Urban Village Action Plan, as shown in Attachment A to this resolution, as well as their deep commitment to the Crown Hill Urban Village community, and their collaborative work to bring about a shared vision for the Crown Hill Urban Village.

Adopted by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and signed by me in open session in authentication of its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_

Monica Martinez Simmons, City Clerk

(Seal)

**Attachments:**

Attachment A - Crown Hill Urban Village Action Plan





## December 2021





# Contents

## Abbreviations

<b>ARTS</b>	Office of Arts & Culture
<b>CHUV</b>	Crown Hill Urban Village
<b>City</b>	City of Seattle
<b>Council</b>	City Council
<b>GSI</b>	Green Stormwater Infrastructure
<b>MO</b>	Office of the Mayor
<b>NCA</b>	Office of Arts and Culture's Neighborhood and Community Arts Program
<b>NMF</b>	Neighborhood Matching Fund
<b>NSF</b>	Neighborhood Street Fund
<b>OED</b>	Office of Economic Development
<b>OH</b>	Office of Housing
<b>OPCD</b>	Office of Planning & Community Development
<b>SCL</b>	Seattle City Light
<b>SDCI</b>	Seattle Department of Construc- tion and Inspections
<b>SDOT</b>	Seattle Department of Transpor- tation
<b>SPD</b>	Seattle Police Department
<b>SPR</b>	Seattle Parks and Recreation
<b>SPU</b>	Seattle Public Utilities
<b>YVYC</b>	Your Voice, Your Choice Program

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Appendix A: Community Workshop Boards & Notes

Appendix B: Online Surveys & Results

Appendices available at [www.seattle.gov/opcd/ongoing-initiatives/crown-hill-urban-village](http://www.seattle.gov/opcd/ongoing-initiatives/crown-hill-urban-village)

*This Action Plan was inspired by Mayor Jenny A. Durkan's direction for the City to collaborate with residents on the future of their neighborhoods and respond to their priorities to support affordable and livable communities.*



## LAND ACKNOWLEDGMENT

The Crown Hill Urban Village Action Plan sets out a vision for guiding growth towards a welcoming and sustainable neighborhood for both current and future generations.

As we look to the future, we actively recognize that we are on the unceded ancestral and current territories of the Coast Salish people who have lived on and stewarded these lands since time immemorial.

We commit to uplifting and honoring the voices, experiences, and knowledge of the Indigenous people of this land, and strive to work together as we create a more equitable future.

sisaltəb  
Calmed Down a Little

liqtəd  
Red Paint

dxʷləš  
Translation unknown

sluʔwit  
Little Canoe Channel

waqʷaqab  
Croaking

čaxʷadqʷuʔ  
Thrashed Water

gʷaxʷap  
Outlet

čalqʷadiʔ  
Blackcaps on the Sides

kʷaatəb  
Dropped Down

bətətdaq  
Spirit Canoe Payer

šilšul  
Tucked Away Inside

xʷiwálqʷ  
Lots of Water

xʷəlč  
Salt Water

paqácalču  
Brush Spread on the Water

Adapted from the Waterlines project by the Burke Museum, this map shows the pre-colonial landscape of Seattle before shorelines were extended, lagoons filled, and rivers rerouted. The place names in Southern Lushootseed identify locations of known Indigenous settlements and significant places listed in *Native Seattle* by Coll Thrush, 2007.



# Executive Summary

**The Crown Hill Urban Village Action Plan identifies current priorities and specific steps the community, organizations, and agencies can take to achieve the vision articulated by Crown Hill community members.** It is a City-community shared vision to promote collaboration and guide the City's investments in the Crown Hill Urban Village. The *Action Plan* reflects the feedback received from more than 300 community members that live, work, play, or use services in or near Crown Hill.

## Planning Context

The Crown Hill Urban Village (CHUV) is located in northwest Seattle, centered around the intersection of NW 85th Street and the 15th Ave/Holman Road NW corridors. It is home to more than 2,500 residents, as well as many businesses, services, and facilities that serve and bring people from the surrounding neighborhoods. The area currently contains numerous sites with low-intensity uses, including parking lots and single-story commercial buildings. Recent rezones that implemented Mandatory Housing Affordability policies have increased the available capacity for more housing and jobs. Paired with the availability of frequent bus service that connects the area to downtown and surrounding neighborhoods, the Crown Hill Urban Village is likely to see incremental growth over the coming decades.

## Purpose of the Plan

This plan articulates the community's goals, visions, and priorities for guiding growth to achieve a connected, thriving and livable neighborhood for current and future generations. With this Plan as a roadmap, the City, residents, developers, and business owners can work together to realize a shared vision for the Crown Hill Urban Village.

The key objective of the Crown Hill Urban Village Action Plan is to identify opportunities for coordinated and collaborative investment in future projects. The plan also documents community aspirations and urban design ideas to inspire community to seek funding and work with their neighbors to contribute to improving and shaping their neighborhood.

## Planning Process & Community Engagement

City staff from OPCD, SDOT, SPU and DON began working with the Crown Hill Urban Village community in the fall of 2018 on a community action plan. This effort built on the work of community members in Crown Hill who organized in 2016 to participate in shaping MHA policies to ensure positive outcomes for their community.

Through community workshops, online interviews, focus groups, in-person interviews, tabling at events, and door-to-door canvassing, City staff connected with around 300 community members who live, work, play, and use services in the CHUV. We connected with renters, homeowners, property managers, business owners, people who drive, people who depend on transit, the elderly, youth, and non-profits. Throughout the process, Crown Hill neighbors voiced creative ideas, worked together to find solutions, and provided feedback based on lived experience and local knowledge.

The Action Plan was put on hold as the COVID-19 pandemic shifted priorities within community and the city. While many of the strategies and actions included in the Action Plan pre-date the pandemic, the underlying challenges and community aspirations are even more critical to address now to ensure that we create more opportunity for everyone to thrive.

## The Crown Hill Urban Village Action Plan

The Action Plan is organized around three Community Priorities that are foundational to a shared vision for the Crown Hill Urban Village. For each Community Priority, there are strategies followed by specific actions that can help the community achieve desired outcomes. The Plan also includes urban design recommendations based on community input to inspire a vision for the character and quality of the future improvements.

### COMMUNITY PRIORITY A

#### A distinct neighborhood with great destinations and a vibrant public realm

- STRATEGY 1** Grow a walkable neighborhood center at NW 90th Street and NW Mary Ave.
- STRATEGY 2** Create and enhance places that foster a cohesive neighborhood identity.
- STRATEGY 3** Encourage inviting open spaces and community places for social interaction and public life.

### COMMUNITY PRIORITY B

#### Streets that encourage walking and make it easy to get around

- STRATEGY 4** Design and implement projects that enhance pedestrian comfort and connectivity.
- STRATEGY 5** Create a more engaging and comfortable walking experience along arterial roads.
- STRATEGY 6** Improve the user experience at transit stops and plan for multi-modal hubs.

### COMMUNITY PRIORITY B

#### Connected, engaged, and thriving communities

- STRATEGY 7** Encourage small and local business development opportunities.
- STRATEGY 8** Increase the tree canopy and green infrastructure.
- STRATEGY 9** Provide opportunities for multi-cultural sharing, education, understanding, and celebration.
- STRATEGY 10** Leverage growth to create an inclusive and family-friendly neighborhood.
- STRATEGY 11** Integrate art into the public realm.
- STRATEGY 12** Build community capacity for civic engagement and collective work.



**The Crown Hill Urban Village Action Plan identifies current priorities and specific steps the community, organizations, and agencies can take to achieve the vision articulated by Crown Hill community members.** It is a City-community shared vision to promote collaboration and guide investments in the Crown Hill Urban Village. The *Action Plan* reflects the feedback received from more than 300 community members that live, work, play, or use services in or near Crown Hill.

## Planning Context

The Crown Hill Urban Village (CHUV) is located in northwest Seattle, geographically centered around the intersection of NW 85th Street and the 15th Ave/Holman Road NW corridors, that also create physical barriers within the neighborhood. It is home to over 2,500 residents, as well as many businesses, services, and facilities that serve and bring people from the surrounding neighborhoods. The area currently contains numerous low intensity uses, including parking lots and single-story commercial buildings. Recent rezones that implemented Mandatory Housing Affordability policies have increased the available capacity for more housing and jobs. Paired with the availability of frequent bus service that connects the area to downtown and surrounding neighborhoods, the Crown Hill Urban Village is likely to see incremental growth over the coming decades.

## Purpose of the Plan

As Crown Hill continues to grow, it has the opportunity to become a complete, sustainable, distinct, and welcoming neighborhood without losing what makes it special today. This plan outlines the community's priorities, strategies, and actions for guiding growth to achieve the best version of Crown Hill and the city as a whole for current and future generations.

This Action Plan will help the City, developers and neighborhood residents to work together to bring about a shared vision for the Crown Hill Urban Village. The Action Plan identifies opportunities for coordinated and collaborative investment in future projects. The Plan is a roadmap for how the city and Crown Hill community can collaborate on a suite of both community-led and City-led strategies that address community priorities. The plan also identifies community aspirations in order to inspire people to seek grants and work with their neighbors to improve and shape their neighborhood.

# Planning Process & Community Engagement

In March of 2019, Seattle's City Council adopted citywide Mandatory Housing Affordability legislation, implementing affordable housing requirements in urban villages across Seattle. As part of this legislation, zoning was changed in urban villages to allow larger development and more housing, including in the CHUV. The increased development potential, coupled with frequent transit service, necessitated a focused planning process to guide investments in livability in the Crown Hill Urban Village.

City staff from OPCD, SDOT, DON, and SPU began working with the Crown Hill Urban Village community in the fall of 2018 on a community action plan. This effort built on the work of community members in Crown Hill who organized in 2016 to participate in shaping MHA policies to ensure positive outcomes for their community.

Through community workshops, online interviews, focus groups, in-person interviews, tabling at events, and door-to-door canvassing, City staff connected with around 300 community members who live, work, play, and use services in the CHUV. We connected with renters, homeowners, property managers, business owners, people who drive, people who depend on transit, the elderly, youth, and non-profits. Throughout the process, Crown Hill neighbors voiced creative ideas, worked together to find solutions, and provided valuable feedback and ideas.

## ENGAGEMENT PRIORITIES

- Support community capacity for engagement and continued implementation of the Action Plan
- Provide multiple and varied opportunities for engagement
- Maintain a feedback loop and transparency
- Engage traditionally underrepresented communities

## ENGAGEMENT TOOLS

- Community Workshops
- Online & in-person surveys
- Direct outreach
- Door-knocking
- Tabling at events
- Emailing
- Project website
- Phone and in-person interviews
- Attend community organized meetings and connect with community organizations

## PROJECT PHASES



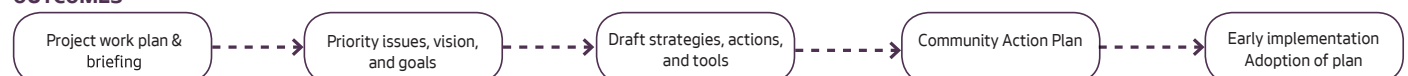
## ENGAGEMENT FOCUS



## ONGOING ENGAGEMENT



## OUTCOMES



## WHAT YOU TOLD US

### Today, Crown Hill is....

"Too many large parking lots and dead zones."

"Full of potential, but we're not there yet."

"A pass-through, congested."

"Dangerous for pedestrians."

"A quiet neighborhood full of gardens and cute houses."

"Losing small businesses which give our area character."

### In the future, Crown Hill should be/have:

"A destination instead of just a pass through."

"New businesses and reasons to stay in Crown Hill."

"Crown Hill should welcome lots of different cultures and families."

"More Indigenous art!"

"Places to socialize, more retail, a better sense of community."

"Walkable and safe."

"Less parking, more green space and trees."

"Greener, slower, more people-oriented."

"A family neighborhood."

## KEY POINTS

### What you need to know about this plan:

1

#### It is a roadmap for next steps

This plan is a jumping off point for future work. Some items are specific projects and could be included on City work plans. Other items outline opportunities for future collaboration and inform future and pipeline projects as they are designed and implemented.

2

#### It focuses on short-term priorities

This plan identifies strategies that address a limited number of priority concerns and opportunities to shape growth in the neighborhood over the next 10 years. Crown Hill community members had lots of great ideas, and some concerns were outside of the scope of the planning effort; these have been documented in the Plan.

3

#### Implementation will require community action and collaboration

Some of the strategies in the plan would be City-led; however, most of the ideas in the plan will require the Crown Hill community to initiate projects, seek grants from existing programs, and encourage neighbors, property owners, and business owners to be active participants in improving and shaping their neighborhood.

4

#### Growth & change are incremental

Growth, new development, and infrastructure improvements don't happen overnight. It is important to consider not just how Crown Hill exists today, but what it might look like and who might live, work, or play there for years to come.

The improvements envisioned in this plan will take time and community involvement to fund and implement over the coming years.

5

#### Advance citywide goals

The Crown Hill Urban Village Community Action Plan strikes a balance between what is important to the Crown Hill community with citywide goals that help make Seattle a more livable, equitable, and sustainable city for everyone.

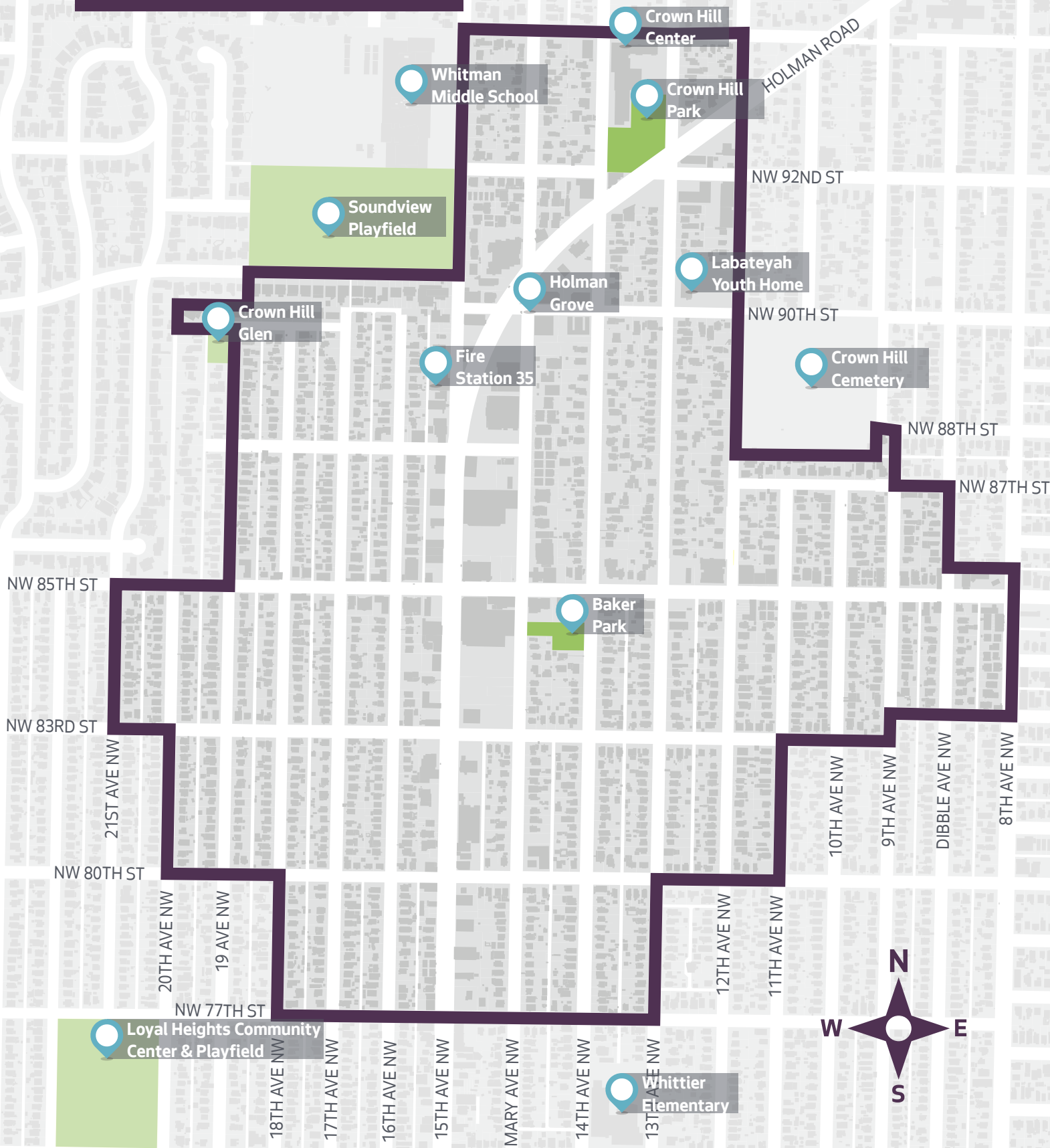
6

#### Integrate racial equity into every project

There are opportunities to address racial equity through the strategies and actions in the plan. As the City and community work on projects, racial equity should be integrated at every stage, from outreach to the details and design of projects. The City and community should commit to empowering a broad range of community members to shape their neighborhood, and work to center underrepresented voices and stories in the community.



# CROWN HILL URBAN VILLAGE



0 250 500 1000 1500 Feet  
W AC LA = 786



# PLANS THAT GUIDE GROWTH & INVESTMENTS

Many plans work together to guide infrastructure investments in neighborhoods across Seattle, including in Crown Hill.

## Seattle's Comprehensive Plan

Seattle's Comprehensive Plan is a 20 year vision for how the city grows. The urban village strategy guides most future job and housing growth to areas with existing or planned assets, including transit, local retail, parks, schools, and other services and amenities.

## Neighborhood Plans

The Crown Hill/Ballard Neighborhood Plan was adopted in 1998. Many of the ideas in the neighborhood plan remain relevant today. This Action Plan builds on these ideas, and provides a detailed plan that focuses on Crown Hill.

## Transit Master Plan

The TMP identifies capital investment priorities needed to establish a network of top quality, frequent transit services that meets the travel needs of most Seattle residents and workers.

## Freight Master Plan

The FMP outlines the critical role that freight movement has on meeting the City's goals for social equity, economic productivity, sustainability, and livable neighborhoods.

## Pedestrian Master Plan

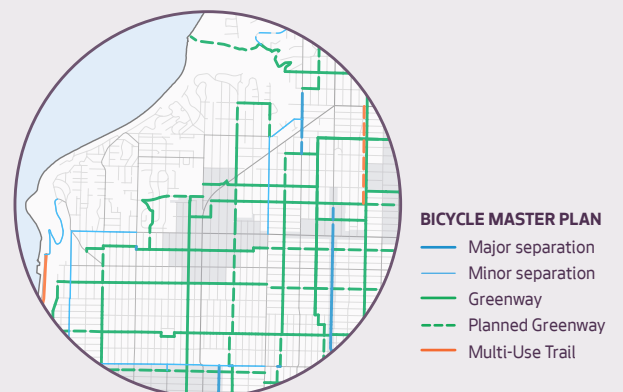
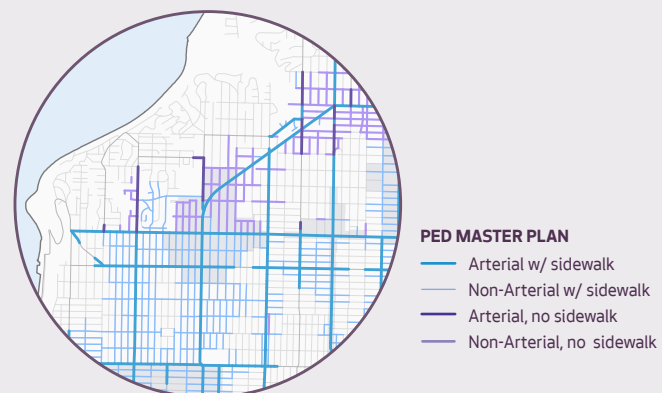
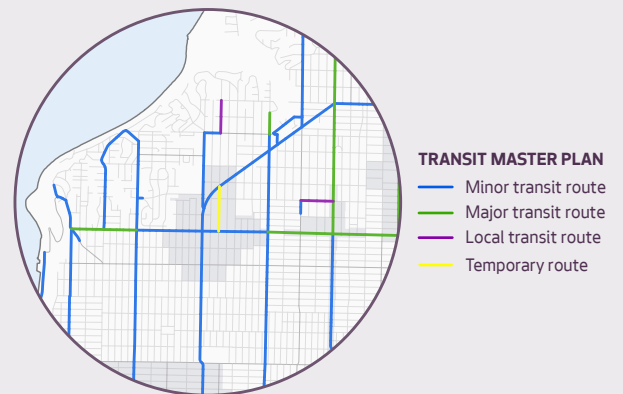
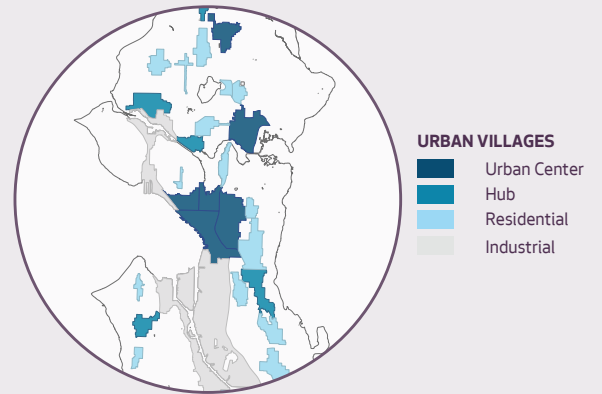
The PMP defines a Priority Implementation Network, or PIN, to identify the locations most in need of pedestrian improvements. The PMP establishes a framework for prioritizing projects with limited funding available each year to install sidewalks and crossings.

## Bicycle Master Plan

The BMP identifies existing and potential routes for implementing bicycle infrastructure to deliver a robust connected citywide bike network.

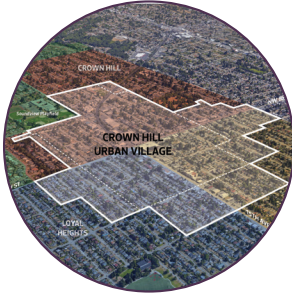
## Shape Our Water

Shape Our Water is Seattle Public Utilities' 50-year plan to guide drainage and wastewater investments for climate resilience and community benefits. The plan will include strategies for mitigating growth impacts and displacement, reducing flood risks, and keeping natural waterways clean



# NEIGHBORHOOD CONTEXT

There are a number of opportunities to improve livability through growth and investments



## Emerging identity

The Crown Hill Urban Village is made up of several neighborhoods. Some feel that the urban village is currently disjointed. Community members are working together to initiate community-driven placemaking projects to develop a stronger place identity in the CHUV. New development can build on these efforts and continue to implement place-making and place-enhancing strategies.



## Incomplete pedestrian network

Busy arterial roads and residential streets that lack traffic calming or formal pedestrian infrastructure discourage people from walking. Long blocks, limited crosswalks, and large surface parking lots present a challenge to creating an inviting, walkable pedestrian-friendly environment.



## Unbalanced street network

15th and 85th are critical arterial roads that bring transit and freight through and to the CHUV. While these routes make the CHUV accessible, they also create a barrier for pedestrians.

There are many users—peds, bikes, cars, buses, commercial vehicles—competing for a limited space in the right-of-way.

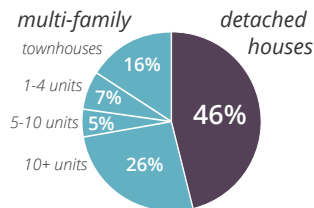


## Need for more destinations

In recent years, some small and local businesses that serve everyday needs have closed or relocated. As the CHUV grows, there will be more residents to support a walkable local business district with a vibrant public realm. Community members are interested in growing a commercial and social “heart” of the neighborhood as a central destination.

Percent of total units by building type

King County Assessors Data 9/2021



## Limited range of housing options

Much of the housing in the CHUV is either in larger apartment buildings or in increasingly unaffordable detached houses. Zoning changes implemented as part of MHA have allowed for a greater diversity of housing types and sizes, and more townhouses and smaller-footprint single-unit dwellings are being built. However, because there are few vacant lots, new housing will be in the form of infill, such as a second unit in a backyard, or redevelopment.



## Drainage Infrastructure

Not all blocks in the CHUV have adequate drainage infrastructure. Redevelopment and new investments by SPU will upgrade the system over time to reduce these risks. Some investments, like green stormwater infrastructure, could help support pedestrian improvements and the community’s desire for more green space.



## Existing community assets

The Crown Hill Urban Village and surrounding area has many existing assets—including parks, mature trees, schools, greenways, community groups, P-Patches, community gardens, and frequent transit—that can be the foundation for growing a pedestrian friendly urban village where transit and everyday needs are within walking and biking distance.



## Opportunities to coordinate Investments

Coordinating investments in pedestrian infrastructure, transit improvements, redevelopment, and drainage is an opportunity to achieve multiple benefits. For instance, green stormwater infrastructure can be implemented at the same time as cost-effective walkways, improving both pedestrian safety and drainage capacity.





# CROWN HILL UV ACTION PLAN

The Action Plan is organized around three Community Priorities that are foundational to a shared vision for the Crown Hill Urban Village. For each Community Priority, there are strategies followed by specific actions that can help the community achieve desired outcomes. The Plan also includes urban design recommendations based on community input to inspire a vision for the character and quality of future improvements.

Actions marked with a dot ●●● were identified as priorities by a community survey in December 2021.

## COMMUNITY PRIORITY A

### A distinct neighborhood with great destinations and a vibrant public realm

- STRATEGY 1** ●●● Grow a walkable neighborhood center at NW 90th Street and NW Mary Ave.
- STRATEGY 2** ●●● Create and enhance places that foster a cohesive neighborhood identity.
- STRATEGY 3** ●●● Encourage inviting open spaces and community places for social interaction and public life.

## COMMUNITY PRIORITY B

### Streets that encourage walking and make it easy to get around

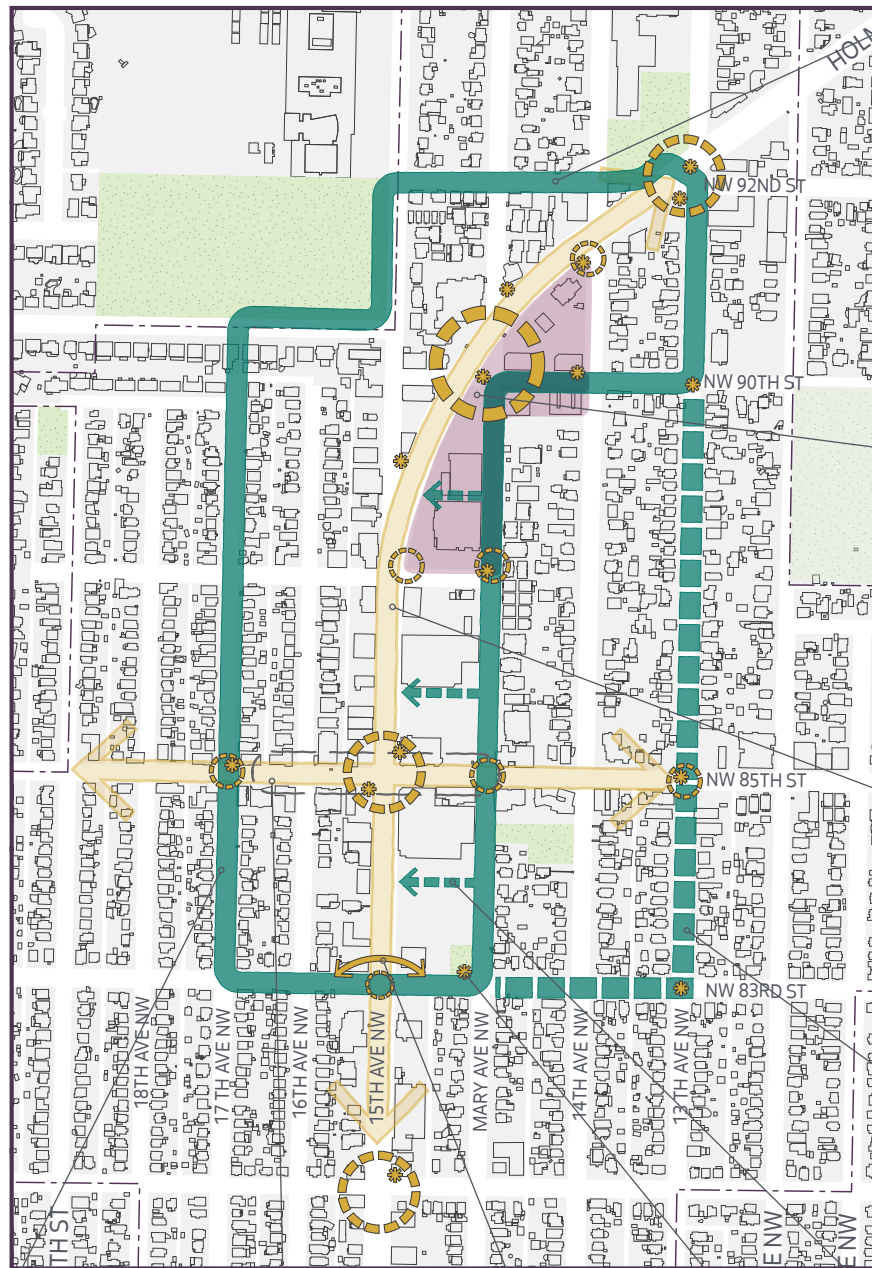
- STRATEGY 4** ●●● Design and implement pedestrian comfort and connectivity projects.
- STRATEGY 5** ●●● Create a more engaging and comfortable walking experience along and across arterial roads.
- STRATEGY 6** ●●● Improve the user experience at transit stops and plan for future transit enhancements.

## COMMUNITY PRIORITY C

### Connected, engaged, and thriving communities

- STRATEGY 7** ●●● Encourage small and local business development opportunities.
- STRATEGY 8** ●●● Increase the tree canopy and green infrastructure.
- STRATEGY 9** ●●● Provide opportunities for multi-cultural sharing, education, understanding, and celebration.
- STRATEGY 10** ●●● Leverage growth to create an inclusive and family-friendly neighborhood.
- STRATEGY 11** ●●● Integrate art into the public realm.
- STRATEGY 12** ●●● Build community capacity for civic engagement and collective work.

## KEY MOVES IN THE PLAN



**Reduce flooding on 17th Ave NW Greenway**  
SPU is evaluating options to reduce the frequency of flooding at this intersection, through a mix of improvements to 17th as well as managing stormwater upstream.

**Spot improvements on NW 85th St.**  
Implement spot improvement projects on NW 85th St. to increase safety and enhance transit and traffic flows. (See page 24)

**Pedestrian crossing at NW 83rd St.**  
A new pedestrian crossing is planned at NW 83rd St at 15th Ave NW, which is an integral piece of the Greenway on NW 83rd St.

**The Crown Hill Loop**  
Community members and City staff have been building on the idea of a Loop that links existing and future connections to neighborhood assets.

**Gateways & Placemaking Corners**  
Enhance gateways and important corners with distinct architecture and public realm features such as open spaces, art, landscaping, and transit enhancements.

**Holman Grove & Business District**  
Crown Hill neighbors painted a street mural on NW 90th, planted a community garden, and installed colorful planters and a curb bulb at NW 90th St & Mary Ave NW.  
Future new development should be designed to foster a compact, walkable, and pedestrian-oriented neighborhood business district.

**Improve the pedestrian experience on arterial roads**  
Enhance the pedestrian experience along Holman and 85th with pedestrian-oriented development and an enhanced public realm with art, open spaces, wide sidewalks, and landscaping buffers.

**Walkable residential streets**  
Design and implement cost-effective walkways, traffic calming devices, and/or slow street designs that make residential streets comfortable for pedestrians & bikes.

**Through-block Pedestrian Connections**  
As new development occurs, create pedestrian routes through long blocks to increase connectivity and walkability.

**Enhancing the public realm with art & activation**  
Seek opportunities to collaborate with property owners and neighbors to implement small projects that enhance and activate the public realm with art, wayfinding, signs, landscaping, and events.





## COMMUNITY PRIORITY A

# A distinct neighborhood with great destinations & a vibrant public realm

Community members in the Crown Hill Urban Village are working to create and enhance iconic neighborhood destinations that are inviting, celebrate local people and cultures, and support a vibrant public life. The community envisions a central pedestrian-oriented neighborhood center with destinations for people to gather, shop, and socialize. Community members are eager to continue building on existing assets, such as the pedestrian bridge, Crown Hill Center, and other existing landmarks to further foster a cohesive identity for the Crown Hill Urban Village that can bring together the multiple neighborhoods that are within the CHUV as one community.

"More places to congregate, more retail options, more arts and culture, and a better sense of community."

"You should be able to stop and engage with people and the environment instead of always moving."

"Potential to create a walkable community by putting in thoughtful streetscape with set backs for new construction."

"A place for small vendors or food trucks."

## STRATEGIES

- STRATEGY 1** Grow a walkable neighborhood center at NW 90th Street and NW Mary Ave.
- STRATEGY 2** Create and enhance places that foster a cohesive neighborhood identity.
- STRATEGY 3** Create inviting open spaces and places for social interaction and public life.

## EARLY SUCCESSES

- **Holman Grove Street Festivals, Street Painting, & Garden:** The Crown Hill Village Association worked with UW faculty and private partners to obtain funding from the Bullit Foundation and Neighborhood Matching Grants to activate underutilized spaces and help create a new "heart of activity" for the community. The group hosted three street festivals on NW 90th Street during the summer 2019. These events featured local musicians, food trucks, the Crown Hill Makers Market, and street painting. Recently, the group coordinated the installation of a community garden, colorful planters, and a painted curb bulb at the intersection of NW 90th & Mary Ave to create a community space called "Holman Grove".
- **Principal Pedestrian Street Designation:** Based on community desire to create a small-scaled commercial node off of 15th/Holman Road, community members in the Crown Hill worked with Councilmember O'Brien's office to designate two blocks of Mary Ave and 90th as "Pedestrian zones", which would require commercial uses at grade, along with development standards that encourage pedestrian-oriented building design.
- **Small Spaces for Small Business:** Provisions included in the MHA legislation support small businesses by requiring small commercial spaces in new development and encouraging the design of live-work units to be more suitable for business uses.

## Grow a walkable mixed-use neighborhood center at NW 90th Street and NW Mary Ave.

ACTION	NEXT STEPS		
<b>Use interim interventions and art installations to activate NW 90th Street &amp; Mary Ave NW to create a community gathering space</b>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Continue to coordinate and implement new plantings &amp; ROW interventions</li> <li>Plan and coordinate future community events</li> </ul> <p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Support community-led initiatives for permitting and funding events and art installations</li> <li>Connect community to existing City programs and permitting options</li> </ul> <p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>NMF, SDOT's Neighborhood &amp; Community Permits (Block Parties &amp; Play Streets, Street Murals, etc.)</p> <p><b>DEPTS</b></p> <p>OPCD, SDOT, DON</p>		
<b>Designate NW 90th and/or NW Mary Ave as a Festival Street</b>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Initiate the Festival Street designation process with SDOT for NW 90th St or NW Mary Ave</li> </ul> <p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Support community-led work</li> <li>Develop design guidance and/or development standards for future redevelopment on NW 90th Street to support a Festival Street function</li> </ul> <p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>NMF; Festival Streets</p> <p><b>DEPTS</b></p> <p>OPCD, SDOT</p>		
<b>Integrate the concept of Holman Grove into the design of redevelopment and public spaces at Mary Ave &amp; 90th</b>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Support development of design standards/guidelines that encourage design features to enhance "Holman Grove"</li> <li>Advocate during Design Review for project design that reinforces the identity of Holman Grove</li> </ul> <p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Incorporate design ideas for Holman Grove into Design Guidelines and/or Development Standards</li> </ul> <p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>Existing staff</p> <p><b>DEPTS</b></p> <p>OPCD</p>		
<b>Create a vibrant pedestrian environment on NW Mary Ave with commercial uses and community gathering spaces</b>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Advocate for design and right-of-way allocation or design deviations that provide flexible space for pedestrians</li> <li>Advocate during Design Review for project design that reinforces community priorities, including setbacks for an expanded public realm</li> <li>Work with developers and local businesses to create indoor community meeting spaces</li> </ul> <p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Explore strategies to expand pedestrian space on west and/or both sides of Mary Ave NW between NW 87th and NW 90th</li> <li>Explore land use tools and partnerships to encourage indoor community gathering space as part of new development</li> <li>Evaluate potential for green stormwater infrastructure to support pedestrian improvements</li> </ul> <p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>Existing staff</p> <p><b>DEPTS</b></p> <p>OPCD, SDOT, SPU</p>		

## STRATEGY 2

### Create or enhance places that foster a cohesive neighborhood identity.

ACTION	NEXT STEPS		
Reinforce neighborhood gateways and important corners with signage, architecture, public art, and streetscape improvements	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Apply for funding to implement public art projects</li> <li>Advocate for new development to reinforce neighborhood gateways and important corners</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Incorporate gateways and “Placemaking Corners” into Design Guidelines and/or Development Standards</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> NMF; smART Grants, NCA, Art in Parks Program
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Develop unifying design features or signage at gateway locations, such as the Holman Bridge</li> <li>Develop ideas for unique or unifying design features, such as art benches, mural “museum”, banners, or other markers in fragmented ROW spaces</li> <li>Work with local BIPOC artists to incorporate visual and physical markers, art, and other representation of underrepresented cultures and communities.</li> </ul>		
			<b>DEPTS</b> OPCD, DON, SDOT

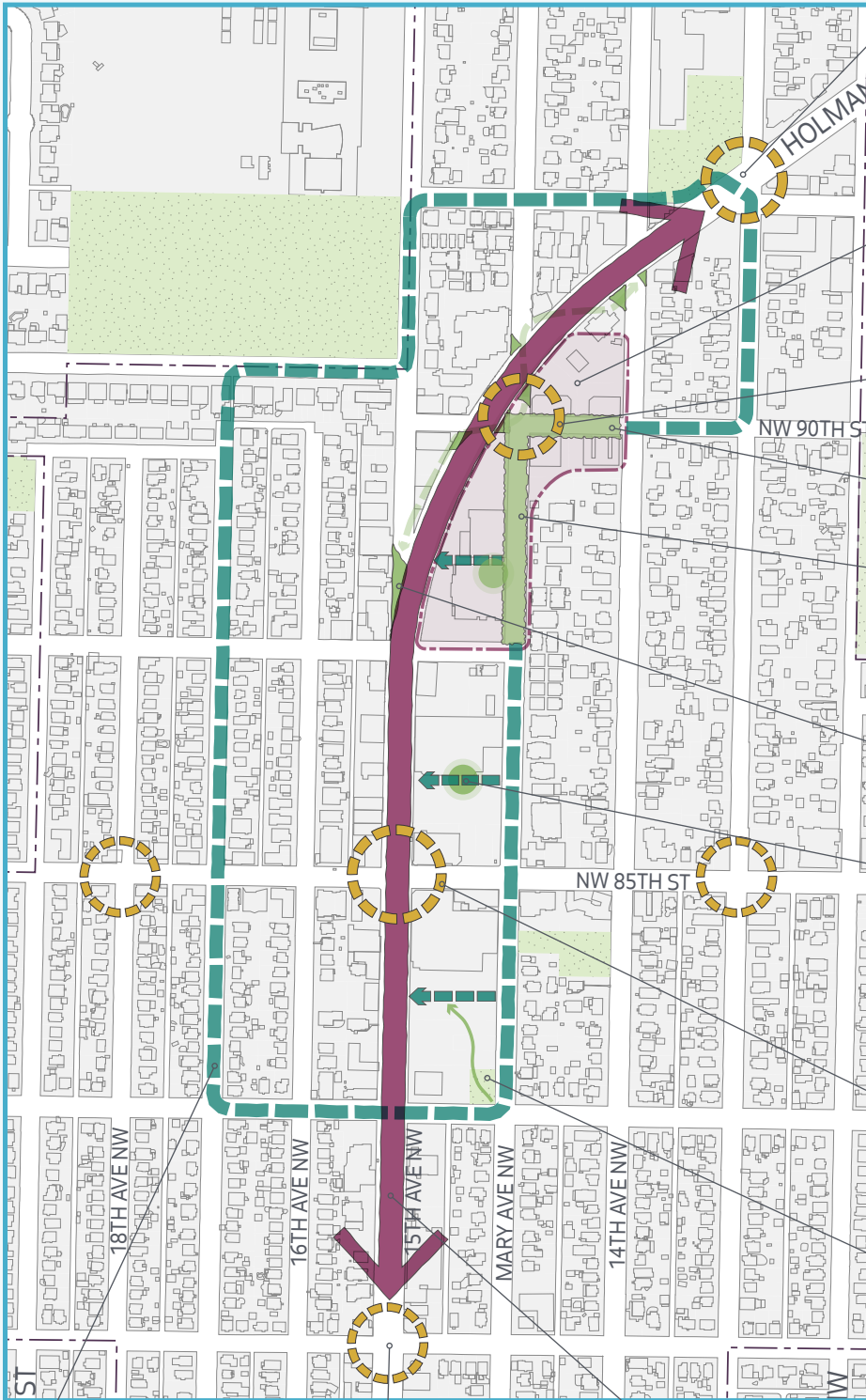
## STRATEGY 3

### Encourage inviting open spaces and community places for social interaction and public life.

ACTION	NEXT STEPS		
● Develop land use tools that increase the amount of green and open space that positively influence the public realm	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Participate in development of design standards and/or design guidelines</li> <li>Advocate for new development to incorporate green spaces</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Incorporate green and open space requirements or design guidance into Design Guidelines and/or Development Standards</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Existing staff
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Encourage open spaces and green spaces adjacent to public rights-of-way</li> <li>Add new connections through large blocks between Mary Ave &amp; 15th</li> </ul>		
● Explore land use tools and or partnerships to create indoor community meeting and event space	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Work with owners of underutilized properties, religious institutions, service providers, or commercial spaces to hold community events or dedicate long-term community spaces</li> <li>Advocate for funding feasibility studies to fund community facilities</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Explore potential land use tools, such as incentives or development standards, to encourage new development to provide community meeting spaces</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Existing staff
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Develop partnerships among community-based organizations to advocate for community meeting</li> </ul>		
Activate underutilized spaces in the public realm with programming, art, markers, or murals	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Develop ideas or programs to activate or beautify underutilized spaces, such as blank walls, parking lots, or other green/open spaces</li> <li>Apply for funding from existing programs to implement projects</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Support community-led initiatives</li> <li>Connect community to existing City programs and grants</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> NMF; smART Grants
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Work with local groups, businesses, or property owners adjacent to open spaces or with underutilized parking lots to install art, host pop-ups and food truck “parks”, or create community gardens or P-Patches.</li> <li>Involve local youth in co-creation of spaces to build a sense of belonging and community</li> <li>Add art, lighting, and interactive features, such as Little Libraries or games to existing underutilized open spaces and ROW (see map on page 17)</li> </ul>		
			<b>DEPTS</b> DON, OPCD, OED



# KEY STRATEGIES & DESIGN RECOMMENDATIONS



Opportunity for gateway features at north entrance to CHUV, such as painting art on the Holman Ped Bridge and distinctive architecture

Grow a walkable retail core on NW 90th & Mary Ave to foster a quieter, pedestrian-friendly area with less traffic.

Enhance gateway to Holman Grove with architecture, public art, or plazas.

Designate NW 90th St or Mary Ave as a Festival Street

Design public realm and adjacent buildings on Mary Ave for pedestrians as the primary user, with space for people to move, meet, and gather.

Visually link design of ROW remnants along Holman Road with art or landscaping

Incorporate thru-block connections and open space in new development

Incorporate gateway features into ROW or design of new buildings

Design four corners of intersection as a gateway hub using plazas, unique architecture, and space for peds to move

Activate underutilized spaces (parking lots, blank walls, unused open space) with events, art, markers, or murals

Enhance pedestrian experience along Loop by encouraging art, shade trees, and wayfinding. Explore opportunities for pedestrian improvements and green stormwater infrastructure to reduce local flooding.

Grow a secondary commercial node with enhanced pedestrian space at 80th & 15th

Enhance identity of CHUV along 15th/ Holman with use of art/murals, pole banners, or consistent landscaping or signage.



## A COMMUNITY VISION FOR GROWING HOLMAN GROVE

Many community members expressed the desire for a walkable neighborhood business district with shops and places to socialize and bump into neighbors. Over the course of three workshops, community members generated a vision and design ideas for “Holman Grove” as a destination at the intersection of Mary Ave NW and NW 90th Street.



"We need a small area where kids can ride bikes and pedestrians walk where no cars are allowed."

"Put 'main street' and pedestrian attractions off the main roads with heavy traffic to create a place that prioritizes pedestrians."

"Turn the area around 90th and Mary into a walking street loaded with shops, restaurants, bars, and outdoor areas for the community to gather and stroll in the evening."

"Make Mary Ave a wide promenade or park from 90th to 85th."

### VISION

**Future redevelopment and public realm improvements should support a pedestrian-priority “main street” with opportunities for small businesses and plenty of space and amenities in the public realm for socializing.**

### DESIGN OBJECTIVES

The design of future redevelopment and public realm improvements should seek to:

- Create a social destination a business hub for the neighborhood
- Provide a generous pedestrian realm that prioritizes pedestrian movement and pedestrian amenities
- Create space for neighborhood festivals and everyday social activities with plenty of seating
- Attract new businesses with well-designed storefronts, a great pedestrian environment, and ample foot traffic
- Provide a variety of active and passive activities, especially for kids and teens
- Incorporate trees, landscaping, and GSI
- Reduce parking and traffic while retaining flexible space that can be used for loading and access
- Incorporate art and other features that welcome people of all backgrounds

### URBAN DESIGN VISION & IDEAS FOR FUTURE REDEVELOPMENT AT NW 90TH & MARY AVE NW

*The following design ideas and strategies would help to achieve the community's vision of a pedestrian-priority community heart.*

The area at NW 90th St & Mary Ave NW has existing amenities and opportunities that can be built upon by future development to make a community heart:

- Potential future redevelopment on large sites due to increased capacity from recent rezones
- Pedestrian designation on Mary Ave from 90th to 87th and on NW 90th from Mary to 14th Ave NW that requires commercial uses at grade and pedestrian-oriented design
- Location is visible from 15th/ Holman Road, but slightly removed, with less traffic and noise
- Underutilized right-of-way at angled intersections being repurposed for community garden
- Proximity to Crown Hill Park and Soundview Playfield
- Existing Rapid Ride stop



**Repurpose underutilized rights-of-way as community space and gateway to “Holman Grove”.** Consider spaces for pop up businesses, or open space.

**Buildings and public realm that support a pedestrian-priority area and/or Festival Street designation.** Consider a curbside design or other pedestrian-priority design features and programmable space for events.

**Enhanced pedestrian realm on Mary Ave to support commercial uses and pedestrian amenities.** Consider reallocating flex lane to create a wide pedestrian zone with landscaping, seating, GSI, and other amenities.

**Opportunity for through-block pedestrian pathway or shared street with open space to allow for vehicle and loading access.**

## URBAN DESIGN GUIDANCE & IDEAS FOR FUTURE DEVELOPMENT ON MARY AVE.

Future redevelopment and public realm improvements should consider the following ideas to achieve the community's vision for Holman Grove.

Include spaces for small and local businesses in new development to create a cluster of walkable commercial uses.

The underutilized right-of-way at the corner is the gateway to Holman Grove, and could become a park-like setting with community gardens and social space.



New development could include street improvements for a curbless plaza & shared street design at the north end of the block to provide space for community events, outdoor seating, and landscaping.

The 8' flex zone on the east side of Mary Ave could be used to expand seating, widen the sidewalk, provide some loading zones for businesses, and more street trees. Further south on the block, the flex lane could be used for parking where the zone changes from commercial zoning to residential uses.

► COMMUNITY VISION: MARY AVE NW  
LOOKING NORTH

The 8' flex zone on the west side of Mary Ave could be used to extend the pedestrian realm on the north portion of the block, and used for parking on the south side of the block.

Wide GSI planters alternate with small "rooms" that provide space for seating, bike parking, and other pedestrian amenities.

### CRITICAL DESIGN ELEMENTS

**More space for people:** Pedestrian space extended on west side of Mary Ave NW by utilizing flex zone to accommodate wider sidewalks and landscaping space instead of parking. Small "rooms" alternate with large trees and a planting strip for seating, vending, market stalls, or kiosks. Small setbacks at the building edge allow for outdoor displays and cafe seating.

**A slow street:** Visually narrowed vehicular lanes created by minimizing lane width and space from curb to curb. Additional traffic calming devices, such as a curbless plaza at the north end, speed tables or neck downs could be used to further slow vehicles.

**Visually & socially engaging:** A high level of transparency, smaller bays and storefronts, a clustering of businesses, and plenty of seating make this an engaging street to walk down and a destination to go to.

**Lush & green:** To reinforce the identity of "Holman Grove", incorporate large shade trees and lush landscaping and/or GSI and plantings.

**Minimize space dedicated to vehicles:** Locate loading areas, curb cuts, and parking in a manner as to minimize conflict between

### ADDITIONAL DESIGN CONSIDERATIONS

- **Carbon-free:** Many community members expressed a desire for a design that supports a pedestrian-priority street with minimal vehicular traffic. At minimum, a shared street or curbless plaza design for north portion of block that can serve as programmable community space for events, gathering, and commercial loading.
- **GSI:** Incorporate green stormwater infrastructure.
- **Traffic Calming:** Neck downs and other traffic calming/speed reduction devices.
- **Art:** Incorporate art with murals installments, benches, and lighting.





## COMMUNITY PRIORITY B

### Streets that encourage walking and make it easy to get around

The Crown Hill Urban Village strives for a transportation network that balances a walkable, mixed-used urban village where residents can walk or bike to daily needs while allowing the efficient travel of people and goods to and through the CHUV. Key to this vision is working towards a street network that makes walking, biking, and taking transit easy choices and reducing the need to drive. In addition to stitching the barrier created by arterial roads, implementing projects on local streets that help slow drivers and make walking comfortable, convenient, and delightful will help create a network of walkable, delightful streets for everyone, especially where traditional sidewalks haven't been built yet.

"It is hard to walk or bike around because it is a very car-centric area."

"The roads flood all the time, making pedestrians walk in the middle of the road."

"15th is an artery into the neighborhood, but is a barrier to connecting our neighborhood."

"Drivers cut through residential neighborhoods at high speeds."

## STRATEGIES

- STRATEGY 4** Design and implement projects that enhance pedestrian comfort and connectivity.
- STRATEGY 5** Create a more engaging and comfortable walking experience along arterial roads.
- STRATEGY 6** Improve the user experience at transit stops and plan for future transit enhancements.

## EARLY SUCCESSES

- **North Seattle Greenway on NW 92nd St:** Implementation of the Greenway was completed in 2019, which connects residents from the 17th Ave Greenway to the future light rail station at Northgate. A new crossing signal was installed at Holman Rd NW and NW 92nd St, and a painted curb bulb was installed at 92nd and 15th Ave NW to improve pedestrian and bicycle crossings to Whitman Middle School.
- **Crossing at NW 83rd Street and 15th Ave NW:** A new pedestrian and bicycle signal, refuge island, and marked crosswalks at NW 83rd and 15th Ave NW were funded through the Neighborhood Street Fund and are planned for installation in 2022.
- **SDOT Urban Village Speed Limit Study:** In 2017, SDOT began evaluating and lowering speed limits for arterial streets within urban villages across Seattle. In addition to replacing existing signage, people can expect to see more speed limit signage, to help increase awareness.
- **Route 40 Transit-Plus Multimodal Corridor Study:** SDOT is evaluating key segments of Metro's Route 40 for potential interventions that improve speed and reliability such as include queue jumps, channelization and signal optimization for buses, transit signal priority, and stop consolidation.

## Design and implement projects that enhance pedestrian comfort and connectivity.

### ACTION

### NEXT STEPS

- **Improve east-west connections across Holman Road and north-south connections across NW 85th Street**

#### COMMUNITY

- Apply for funding to implement projects through existing City programs
- Advocate for pedestrian mobility improvement

#### CITY STAFF

- Where opportunities exist, study feasibility and develop design concepts for additional pedestrian crossings

#### POTENTIAL PROGRAMS OR FUNDING

NSF; YVYC; PMP Implementation Funds; Neighborhood Greenways

#### DEPTS

SDOT, OPCD

#### CONSIDERATIONS & IDEAS

- Prioritize routes that connect neighborhood assets and destinations, including the Loop
- Improvements to enhance pedestrian crossing at intersection of 15th & 83rd

- Implement land use tools that encourage through-block pedestrian connections in new development on long blocks**

#### COMMUNITY

- Advocate during Design Review for new projects to incorporate pedestrian connections

#### CITY STAFF

- Incorporate mid-block pedestrian connection requirements or design guidance into Design Guidelines and/or Development Standards

#### POTENTIAL PROGRAMS OR FUNDING

Existing staff

#### DEPTS

OPCD

#### CONSIDERATIONS & IDEAS

- Opportunities to integrate with mid-block open space, service or emergency vehicle access routes, or other active uses such as retail or ground-related housing units

- **Design & implement cost-effective walkways for residential areas that can slow traffic and provide space for trees and green stormwater infrastructure**

#### COMMUNITY

- Organize with neighbors to build consensus about potential changes to parking and streetscape design
- Apply for funding to implement projects through existing City programs

#### CITY STAFF

- Provide technical resources and guidance on street design and grant applications
- Evaluate alternatives for capital improvement projects that address drainage
- Coordinate drainage improvements with the community's pedestrian improvement priorities

#### POTENTIAL PROGRAMS OR FUNDING

NSF; YVYC; Home Zones; PMP Implementation Funds; NMF

#### DEPTS

SDOT, SPU, OPCD

#### CONSIDERATIONS & IDEAS

- See preliminary recommendations and design ideas on page 23
- Continue SPU and SDOT's analysis of potential improvements to 17th Ave NW between 85th and 90th, incorporating permanent pedestrian facilities and green stormwater infrastructure to prevent local flooding.
- Consider cost-effective walkways, slow street designs and traffic calming devices including curb bulbs, speed humps, or neck downs
- Add cost-effective walkways on residential streets between 85th and 98th, and on routes that connect to schools and parks

- Implement improvements on NW 85th St. that improve pedestrian comfort and traffic flow**

#### COMMUNITY

- Apply for funding to improve pedestrian experience and connectivity through existing City programs

#### CITY STAFF

- Develop design recommendations for and consider all potential funding programs for projects

#### POTENTIAL PROGRAMS OR FUNDING

NSF; YVYC

#### DEPTS

SDOT

#### CONSIDERATIONS & IDEAS

- See preliminary recommendations and design ideas on page 23 & 24

## STRATEGY 5

### Create a more engaging and comfortable walking experience along arterial roads.

ACTION	NEXT STEPS		
<ul style="list-style-type: none"> <li>Develop land use regulations to require more comfortable and active pedestrian spaces along 15th Ave NW</li> </ul>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Advocate for pedestrian mobility projects and public realm improvements</li> </ul> <p><b>CONSIDERATIONS &amp; IDEAS</b></p> <ul style="list-style-type: none"> <li>New development will generally be required to improve sidewalks to current standards</li> <li>Small first-floor setbacks could provide additional space for pedestrians</li> </ul>	<p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Incorporate setbacks or other pedestrian-oriented features into design guidance into Design Guidelines and/or Development Standards for new development along arterial roads</li> </ul>	<p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>Existing staff</p> <p><b>DEPTS</b></p> <p>OPCD, SDOT</p>
<p>Explore locations and feasibility for landscaped medians on 15th Ave NW/Holman Road</p>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Advocate for pedestrian mobility projects</li> <li>Apply for funding through existing City programs or other grant programs</li> </ul> <p><b>CONSIDERATIONS &amp; IDEAS</b></p> <ul style="list-style-type: none"> <li>Incorporate public art and gateway signage</li> <li>Increase tree canopy and green space</li> <li>Consider turning queus and drainage needs</li> </ul>	<p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Support opportunities to explore constructing medians</li> </ul>	<p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>NSF</p> <p><b>DEPTS</b></p> <p>SDOT</p>

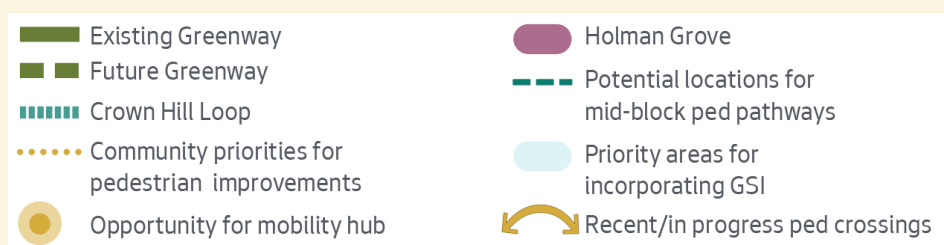
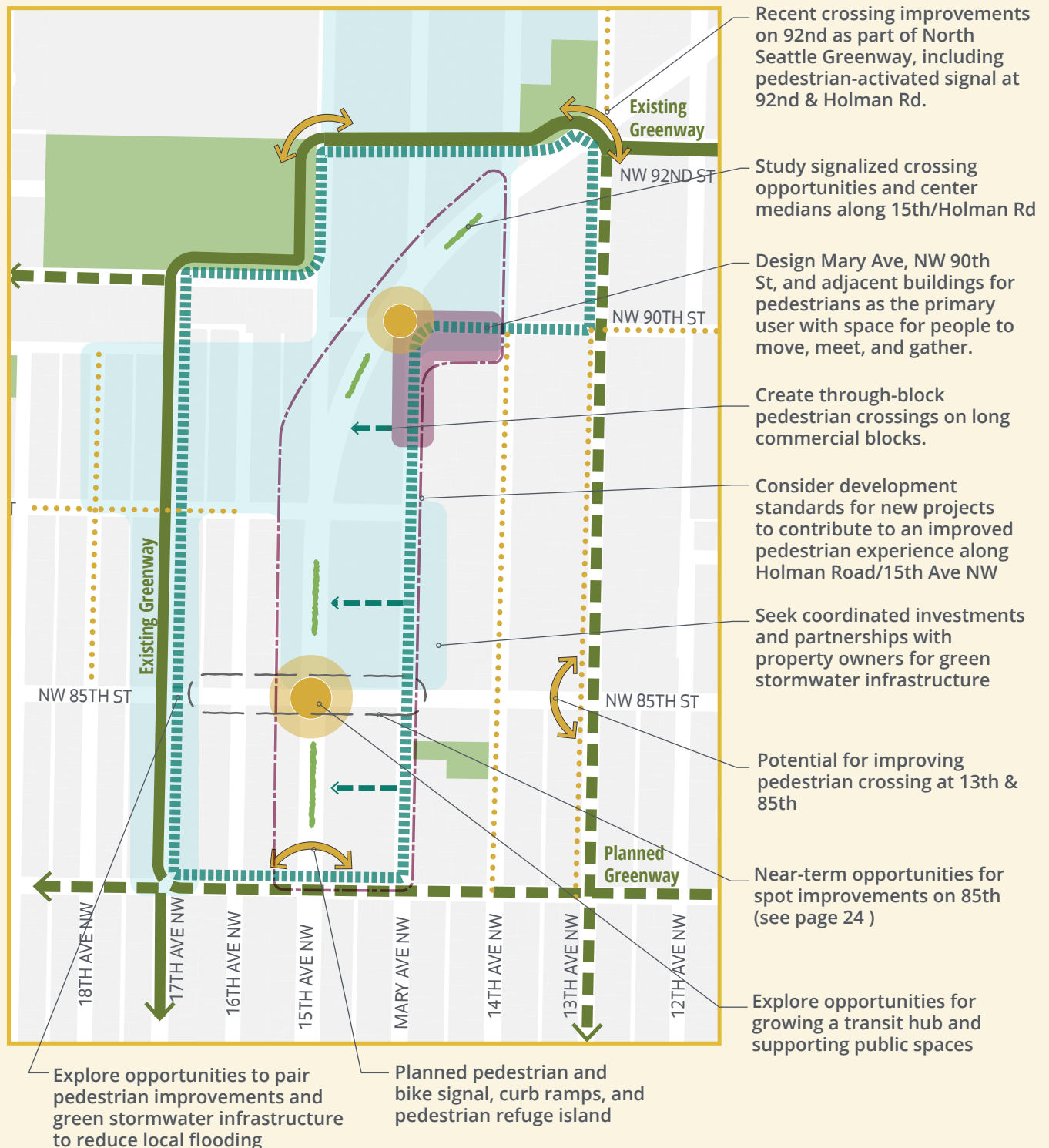
## STRATEGY 6

### Improve the user experience at transit stops and plan for future transit.

ACTION	NEXT STEPS		
<p>Identify transit-related improvements on arterial streets that increase the reliability and efficiency of transit service</p>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Advocate for improvements implemented through the existing SDOT Transit Spot Improvement Program</li> <li>Advocate for bike and car share spots near transit stops.</li> </ul> <p><b>CONSIDERATIONS &amp; IDEAS</b></p> <ul style="list-style-type: none"> <li>See ideas on p 24</li> </ul>	<p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Explore options and design concepts for projects on 15th and 85th</li> <li>Develop land use tools that improve the pedestrian experience along transit routes</li> </ul>	<p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>SDOT Transit Spot Improvements Program; Route 40 Multimodal Corridor Improvements</p> <p><b>DEPTS</b></p> <p>SDOT, OPCD</p>
<p>Improve the user experience at transit stops and plan for future transit</p>	<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Advocate for allocating space to provide adequate room for waiting transit users and sidewalk movement near transit stops</li> </ul> <p><b>CONSIDERATIONS &amp; IDEAS</b></p> <ul style="list-style-type: none"> <li>Design guidelines that encourage pedestrian amenities and waiting areas into the design of new development</li> <li>Locate plazas and open space at existing future frequent transit stops, especially near 15th &amp; 85th</li> <li>Include space for first- and last-mile transfers to bike or car-share</li> </ul>	<p><b>CITY STAFF</b></p> <ul style="list-style-type: none"> <li>Explore tools to incorporate mobility hubs into public space or new development</li> <li>Develop design guidelines that encourage pedestrian amenities, wide sidewalks, and waiting areas into the design of new development</li> </ul>	<p><b>POTENTIAL PROGRAMS OR FUNDING</b></p> <p>Neighborhood Matching Grants</p> <p><b>DEPTS</b></p> <p>OPCD, SDOT, DON</p>



# KEY STRATEGIES & DESIGN RECOMMENDATIONS



# ALTERNATIVE SIDEWALKS + TRAFFIC CALMING

## WHAT & WHY

Over 11,000 blocks across Seattle do not have sidewalks. To maximize constrained funding and cover the greatest number of blocks, treatments that are more cost-effective than traditional curbs and sidewalks can be implemented on non-arterial streets.

## OPPORTUNITIES FOR COORDINATED INVESTMENTS

Incorporating green stormwater infrastructure (GSI) into the design of cost-effective sidewalks can help alleviate drainage issues.



## COST-EFFECTIVE WALKWAYS

Wheel stops and/or paint is used to delineate a separate pathway for pedestrians and narrow traffic lanes to slow down cars.



## TRAFFIC CALMING DEVICES

Roadway features designed to slow down car traffic on residential streets, making it safer for pedestrians and bikes.



Speed humps or cushions encourage drivers to slow down. Multiple humps can be installed on a block.



Painted curb bulbs slow cars as they turn corners and provide a safe place for pedestrians to cross.

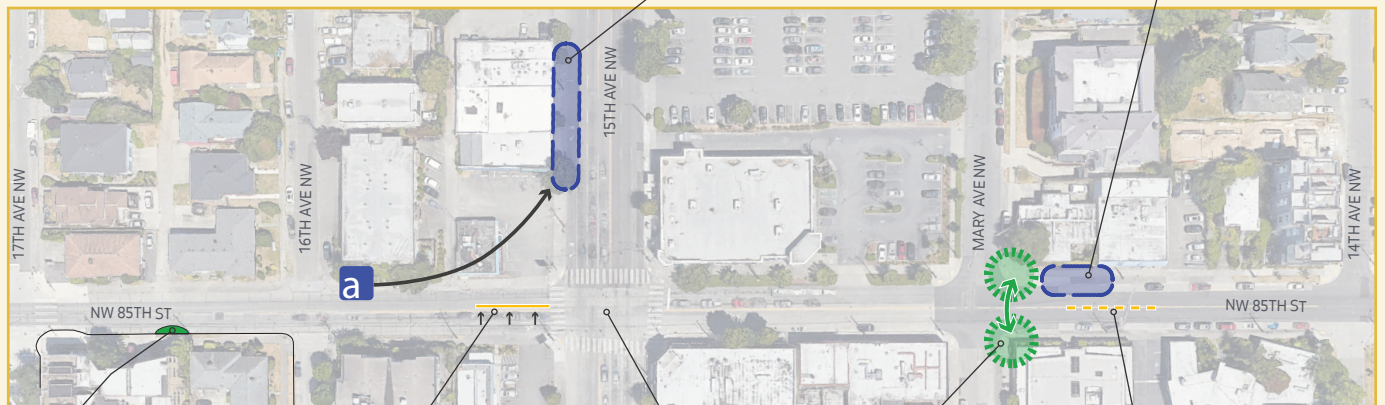
## NEAR-TERM OPPORTUNITIES ON NW 85TH ST.

SDOT has identified the following potential near-term spot improvements that would seek to:

- Increase ped comfort along the south side of NW 85th Street
- Flush vehicular traffic through intersection of 15th & 85th
- Explore ped and bike crossing NW 85th St. at Mary Ave.
- Improve transit experience and reliability

Evaluate potential changes to bus stop locations and/or consolidate with Rapid Ride stop to the south of NW 85th St. Explore opportunity for new development to provide space for transit stop amenities.

Explore options to improve efficiency and safety of transit stop



Explore curb bulbs to protect sidewalk



Explore minor lane adjustment at 85th eastbound to improve traffic flows and pedestrian comfort

Explore optimizing traffic signal timing to flush intersection

Explore options to improve pedestrian safety crossing 85th at Mary

Extend C-Curb (raised curb in middle of street)





## COMMUNITY PRIORITY C

### Connected, healthy, and engaged communities

Community members in the Crown Hill Urban Village are working to create a neighborhood with connected people and community, where people of all backgrounds can find meaningful connections and learn from one another. They envision a neighborhood with a connected network of welcoming and inclusive organizations, economic opportunity and local businesses, and a community that seeks opportunities to get involved and shape their neighborhood. A welcoming neighborhood needs public spaces that reflect the communities and cultures in Crown Hill, and has art, nature, and culture integrated into the built environment.

"More Indigenous art!"

"We keep losing small businesses which give our neighborhood character."

"Involve the community in spaces they can gather at, get to know one another, share and plan for the future of their neighborhood."

"We should have a series of art benches or murals that draw people through the neighborhood."

## STRATEGIES

- STRATEGY 7** Encourage small and local business development opportunities.
- STRATEGY 8** Increase the tree canopy and green infrastructure.
- STRATEGY 9** Provide opportunities for multi-cultural sharing, education, understanding, and celebration.
- STRATEGY 10** Leverage growth to foster an inclusive and family-friendly neighborhood
- STRATEGY 11** Integrate art into the public realm.
- STRATEGY 12** Build community capacity for civic engagement and collective work.

## EARLY SUCCESSSES

- **Crown Hill Village Association** - The Crown Hill Neighbor and Business Associations joined forces to create one organization representing all aspects of the neighborhood.
- **Holman Grove Street Festivals:** The Crown Hill Village Association, with grant funding from the Bullit Foundation and DON's Neighborhood Matching Grant, organized and installed street art, colorful planters, a community food forest, and curb bulb at 90th Ave NW in conjunction with three summer street festivals that featured live music, a food truck, games, and bubbles!
- **Crown Hill Market:** The Crown Hill Market is focused on providing a gathering place for neighbors and a venue for hyper local artisans and makers.
- **Small commercial spaces requirement:** Recent changes to the land use code require new development over a certain size in Neighborhood Commercial zones with a Pedestrian designation to include small commercial spaces.



## STRATEGY 7

### Encourage small and local business development opportunities.

ACTION	NEXT STEPS		
● <b>Develop land use tools to increase spaces for small and local businesses</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Participate in developing design guidelines and/or development standards</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Develop Design Guidelines and/or Development Standards that encourage smaller commercial spaces and pedestrian-oriented design in targeted areas</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Existing staff  <b>DEPTS</b> OPCD
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Focus on creating spaces for small businesses at 90th &amp; Mary Ave to grow an environment that can support a vibrant, neighborhood-scaled business district</li> <li>Consider additional opportunities for growing small commercial nodes throughout the urban village that make it easier to walk and bike to access everyday needs</li> <li>Explore code changes that make it easier for residents to operate at-home businesses.</li> </ul>		
<b>Foster an identity or branding for the Crown Hill business district</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Seek funding for amenities such as benches, banners, signs, etc.</li> <li>Continue building relationships and organizational capacity with local businesses</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Support community-led efforts</li> <li>Provide assistance with grant applications</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Only in Seattle, NMF, SDOT Pole Banners  <b>DEPTS</b> OED, OPCD, SDOT
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Create a Crown Hill business directory and neighborhood business district branding</li> <li>Design and install pole banners and/or welcome signage at key locations, such as at the Holman pedestrian bridge.</li> </ul>		
● <b>Support local pop-up markets and vendors</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Work with owners of underutilized properties to hold events</li> <li>Continue and expand Crown Hill Market and other local events</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Develop Design Guidelines and/or Development Standards that encourage flexible event space in new development with associated electric and water hookups and public restrooms.</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Only in Seattle, NMF  <b>DEPTS</b> OPCD
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Work with owners of vacant commercial spaces or parking lots to hold events such as food truck nights, host the Crown Hill Market, community dinners, and cleanup or garden workdays.</li> <li>Explore strategies to create indoor community meeting and gathering space (see page 16)</li> </ul>		

## STRATEGY 8

### Increase the tree canopy and green infrastructure.

ACTION	NEXT STEPS		
● <b>Leverage existing City programs to increase tree canopy, landscaping, raingardens, and community gardens or P-Patches</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Apply for free street and shade trees through Seattle's Trees for Neighborhoods Program</li> <li>Encourage neighbors to plant trees and/or raingardens, especially in areas with localized flooding</li> <li>Participate in Design Review to encourage tree planting</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Support community-led efforts</li> <li>Pursue green infrastructure projects to reduce drainage and sewer problems while adding vegetation</li> <li>Explore potential for expanding green infrastructure retrofit projects and development partnerships</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Trees for Neighborhoods  <b>DEPTS</b> Parks, OPCD, SPU, SDOT
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Create signage for "landmark trees" and update Crown Hill Tree Walk Map</li> <li>Explore opportunities for landscaping future center medians</li> </ul>		

## STRATEGY 9

### Create opportunities for multi-cultural sharing, education, understanding, and celebration.

ACTION	NEXT STEPS		
Continue and expand community events and projects that bring together neighbors, community organizations, and local businesses	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Continue Holman Grove Street Festivals and other events</li> <li>Engage local businesses and community organizations to expand local events</li> </ul> <b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Create community events around physical improvements to the neighborhood, such as public art that reflect underrepresented cultures in Crown Hill and provide spaces for learning</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Engage underrepresented communities to further identify and assist with implementing their interests for programs, events, and facilities</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Neighborhood Matching Grants  <b>DEPTS</b> OPCD, SDOT, DON
Collaborate with Indigenous communities to support and represent their cultures in authentic ways	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Support, engage, and collaborate with Indigenous communities on community events and public realm improvement projects</li> </ul> <b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Explore how streetscape design, landscaping, architecture, public art, and public spaces can reflect Indigenous values and communities</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Collaborate with Indigenous communities on Design Guidelines</li> <li>Collaborate on and support projects that integrate Indigenous culture, art, and place names in the public realm</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Neighborhood Matching Grants  <b>DEPTS</b> OPCD, DON

## STRATEGY 10

### Leverage growth to create an inclusive and family-friendly neighborhood.

ACTION	NEXT STEPS		
Encourage family-friendly design and features throughout the neighborhood	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Advocate for youth-focused design features in new development</li> <li>Initiate projects to involve youth in shaping the public realm</li> <li>Utilize the City's Play Street Program</li> </ul> <b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Involve youth and elderly in the creation of public art projects, especially to create child-friendly designs in underutilized spaces, such as pop-up parks designed for play, social seating, and natural play areas.</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Develop Design Guidelines and/or Development Standards that encourage child-friendly design features such as art, play spaces, natural areas, and amenities sized for children</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Neighborhood Matching Grants, Play Street Permits  <b>DEPTS</b> OPCD, SDOT
Encourage family-sized backyard cottages and tandem housing development	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Encourage property owners to add family-sized housing in their backyards</li> </ul> <b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Incorporate family-friendly design features into ADUs, amenity space provided as part of new development</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Raise awareness about opportunities for adding ADUs and/or tandem houses on lots zoned RSL</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> TBD  <b>DEPTS</b> OPCD
● Increase the amount and variety of affordable housing options	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Advocate for affordable housing development</li> <li>Explore ownership and funding models to create long-term affordability such as co-ops, co-housing, and land trusts</li> </ul> <b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Provide information to existing religious organizations who own land</li> <li>Connect existing religious organizations with affordable housing developers</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Explore land use tools to incentivize affordable housing</li> <li>Explore partnerships with service providers, community organizations or religious institutions to redevelop property with affordable housing</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> MHA, Affordable Housing on Religious Organization Property  <b>DEPTS</b> OPCD, OH

## STRATEGY 11

### Integrate art into the public realm.

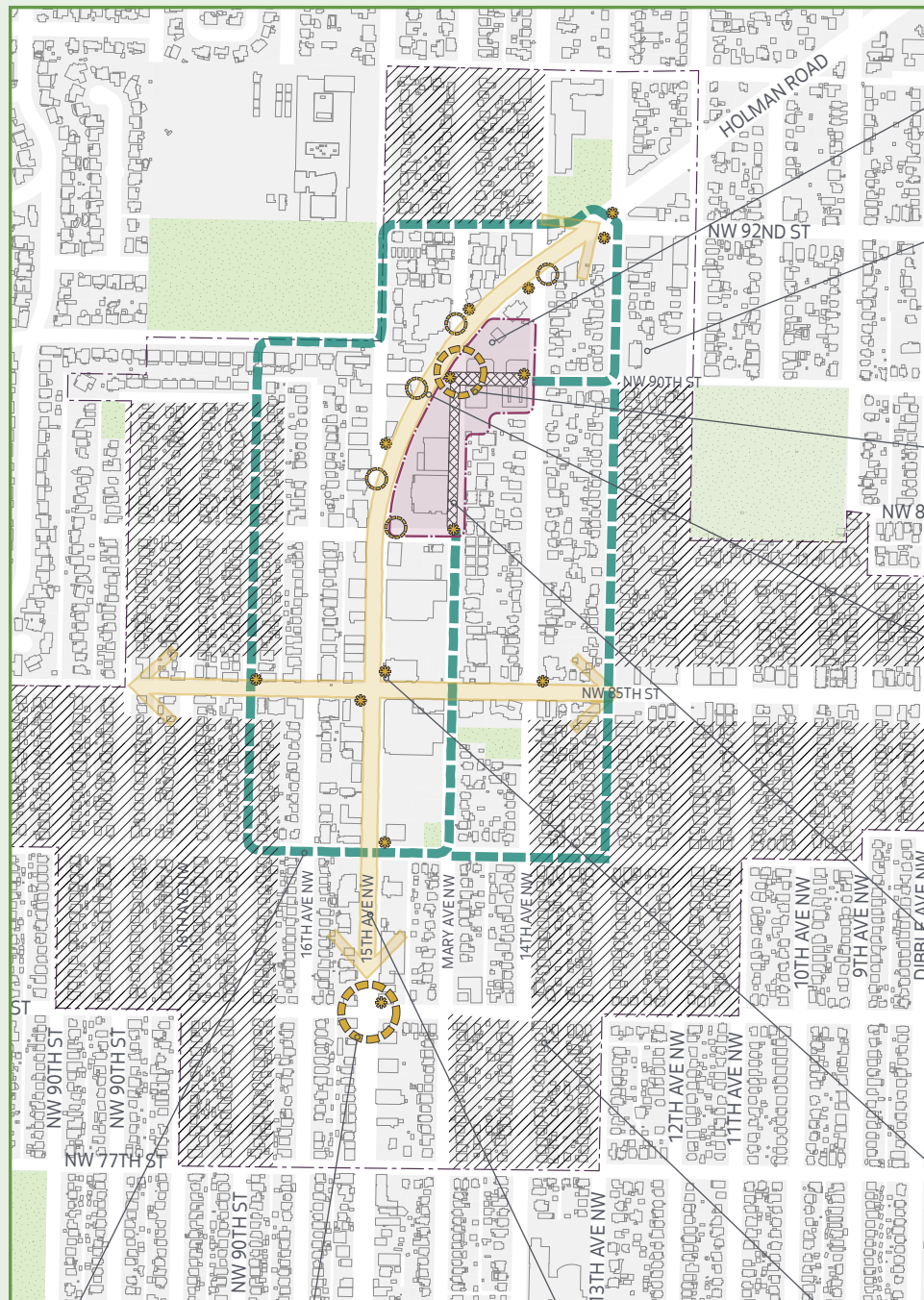
ACTION	NEXT STEPS		
<b>Integrate local art into new development</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Advocate for art during Design Review process to include art in new development</li> <li>Engage and prioritize local artists from underrepresented communities and communities of color</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Support community-led efforts</li> <li>Develop Design Guidelines and/or Development Standards that encourage tree planting inclusion of multicultural art in design guidelines</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> NMF, mART Grants, NCA, Art in Parks Program  <b>DEPTS</b> ARTS, DON, OPCD,
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Foster identity of Crown Hill with art, such as a mural program featuring local artists, especially local BIPOC artists</li> <li>Connect individual art pieces as a neighborhood-wide feature, such as an outdoor museum or art walk</li> </ul>		
<b>Install temporary or permanent art and programming in underutilized spaces and on blank walls</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Work with owners of underutilized property to identify locations and plan art installations</li> <li>Work with SDOT Public Space Management to permit art installations in ROW</li> <li>Engage and prioritize local artists from underrepresented communities and communities of color</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Support community-led efforts</li> <li>Connect community with existing City programs and grants</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> NMF, mART Grants, NCA, Art in Parks Program  <b>DEPTS</b> OPCD, SDOT, DON
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Empower a broad range of community members and underrepresented groups to lead and participate in the creation of public art projects</li> <li>Create an “outdoor art museum” or mural district along Holman Road in ROW remnants</li> <li>Paint utility boxes, street murals, and crosswalks using SDOT Neighborhood &amp; Community Permits</li> </ul>		

## STRATEGY 12

### Build community capacity for civic engagement and collective work.

<b>Grow the capacity of community groups to manage and expand community-serving initiatives</b>	<b>COMMUNITY</b> <ul style="list-style-type: none"> <li>Seek funding to grow organizational capacity</li> <li>Continue building relationships with residents and businesses</li> <li>Create partnerships to share and improve resources, services, and collaboration</li> <li>Continue and grow community events, including Holman Grove Street Festival</li> </ul>	<b>CITY STAFF</b> <ul style="list-style-type: none"> <li>Connect community members and business owners to resources and technical assistance</li> </ul>	<b>POTENTIAL PROGRAMS OR FUNDING</b> Only in Seattle, NMF  <b>DEPTS</b> OED, DON
	<b>CONSIDERATIONS &amp; IDEAS</b> <ul style="list-style-type: none"> <li>Form a Land Use Committee to coordinate community involvement in Design Review &amp; other planning initiatives</li> <li>Expand youth engagement and leadership in community groups</li> <li>Work with DON to develop an inclusive engagement plan</li> <li>Develop a volunteer database and raise awareness about opportunities to participate</li> </ul>		

# KEY STRATEGIES & DESIGN RECOMMENDATIONS



Foster an identity or branding for the Crown Hill business district

Support and collaborate with Labateyah and other Indigenous communities to ensure their cultures and values are integrated into the built environment

Continue to grow "Holman Grove" as a community gathering space and catalyst for generating a neighborhood identity

Build on the identity and activity generated by Holman Grove by installing art and programming in underutilized spaces such as unused ROW or blank walls

Develop land use tools to increase spaces for small and local businesses and foster a walkable cluster of small and local businesses on Mary Ave & NW 90th St

Create multi-language wayfinding "Welcome to Crown Hill" signage, art, or pole banners, at gateways and along primary pedestrian routes

Encourage family-friendly features along the Crown Hill Loop to make it interesting for all ages

Grow a secondary commercial node with enhanced pedestrian space, art, and signage

Integrate art into new development, especially along Holman Road & 85th

Encourage family-friendly backyard cottages and tandem housing development, especially in RSL and LR1 zones

# SUMMARY OF STRATEGIES & ACTIONS

## COMMUNITY PRIORITY A

### A distinct neighborhood with great destinations and a vibrant public realm

#### STRATEGY 1 Grow a walkable neighborhood center at NW 90th Street and NW Mary Ave.

- ACTIONS**
- a. Use interim interventions and art installations to activate NW 90th Street & Mary Ave NW to create a community gathering space
  - b. Designate NW 90th and/or NW Mary Ave as a Festival Street
  - c. Integrate the concept of Holman Grove into the design of redevelopment and public spaces at Mary Ave & 90th
  - d. Create a vibrant pedestrian environment on NW Mary Ave with commercial uses and community gathering spaces

#### STRATEGY 2 Create and enhance places that foster a cohesive neighborhood identity.

- ACTIONS**
- e. Reinforce neighborhood gateways and important corners with signage, architecture, public art, and streetscape improvements

#### STRATEGY 3 Encourage inviting open spaces and places for social interaction and public life.

- ACTIONS**
- f. Develop land use tools that increase the amount of green and open space that positively influence the public realm
  - g. Explore land use tools and or partnerships to create indoor community meeting and event space
  - h. Activate underutilized spaces in the public realm with programming, art, markers, or murals

## COMMUNITY PRIORITY B

### Streets that encourage walking and make it easy to get around

#### STRATEGY 4 Design and implement projects that enhance pedestrian comfort and connectivity.

- ACTIONS**
- a. Improve east-west connections across Holman Road and north-south connections across NW 85th Street
  - b. Implement land use tools that encourage through-block pedestrian connections in new development on long blocks
  - c. Design & implement cost-effective walkways for residential areas that can slow traffic and provide space for trees and green stormwater infrastructure
  - d. Implement improvements on NW 85th St. that improve pedestrian comfort and traffic flow

#### STRATEGY 5 Create a more engaging and comfortable walking experience along arterial roads.

- ACTIONS**
- e. Develop land use regulations to require more comfortable and active pedestrian spaces along 15th Ave NW
  - f. Explore locations and feasibility for landscaped medians on 15th Ave NW/Holman Road

#### STRATEGY 6 Improve the user experience at transit stops and plan for multi-modal hubs.

- ACTIONS**
- g. Identify transit-related improvements on arterial streets that increase the reliability and efficiency of transit service
  - h. Improve the user experience at transit stops and plan for future transit.

## COMMUNITY PRIORITY C

### Connected, engaged, and thriving communities

#### **STRATEGY 7** Encourage small and local business development opportunities.

- ACTIONS**
- a. Develop land use tools to increase spaces for small and local businesses
  - b. Foster an identity or branding for the Crown Hill business district
  - c. Support local pop-up markets and vendors

#### **STRATEGY 8** Increase the tree canopy and green infrastructure.

- ACTIONS**
- d. Leverage existing City programs to increase tree canopy, landscaping, raingardens, and community gardens or P-Patches

#### **STRATEGY 9** Provide opportunities for multi-cultural sharing, education, understanding, and celebration.

- ACTIONS**
- e. Continue and expand community events and projects that bring together neighbors, community organizations, and local businesses
  - f. Collaborate with local Indigenous communities on ways to support and represent their cultures in authentic ways

#### **STRATEGY 10** Leverage growth to foster an inclusive and family-friendly neighborhood.

- ACTIONS**
- g. Encourage family-friendly design and features throughout the neighborhood
  - h. Encourage family-sized backyard cottages and tandem housing development
  - i. Increase the amount and variety of affordable housing options

#### **STRATEGY 11** Integrate art into the public realm.

- ACTIONS**
- j. Integrate local art into new development
  - k. Install temporary or permanent art and programming in underutilized spaces and on blank walls

#### **STRATEGY 12** Build community capacity for civic engagement and collective work.

- ACTIONS**
- l. Grow the capacity of community groups to manage and expand community-serving initiatives







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

<b>Department:</b>	<b>Dept. Contact/Phone:</b>	<b>CBO Contact/Phone:</b>
Legislative	Freeman 48178	NA

*\* 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 recognizing the efforts of the Crown Hill community to prepare an action plan for their community; and identifying strategies and actions to implement the Crown Hill Urban Village Action Plan.

**Summary and background of the Legislation:**

This legislation recognizes the work of the Crown Hill community in developing an action plan to guide growth and redevelopment in the Crown Hill Urban Village in northwest Seattle. Development of the action plan began in 2018.

### **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.

Is there financial cost or other impacts of *not* implementing the legislation?  
No.

### **4. OTHER IMPLICATIONS**

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

Yes, the Office of Planning and Community Development, the Seattle Department of Transportation, and the Seattle Department of 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?**

No, applicable throughout the Crown Hill urban village planning area.

**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 plan was developed with input from multiple community meetings. Language access needs were assessed prior to each meeting.

**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.**

NA.

**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.

**List attachments/exhibits below:**