



CITY OF SEATTLE

City Council

Agenda

Tuesday, June 14, 2022

2:00 PM

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

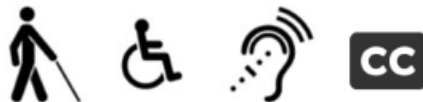
**Debora Juarez, Council President
Lisa Herbold, Member
Andrew J. Lewis, Member
Tammy J. Morales, Member
Teresa Mosqueda, Member
Sara Nelson, Member
Alex Pedersen, Member
Kshama Sawant, Member
Dan Strauss, Member**

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

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CITY OF SEATTLE

City Council Agenda

June 14, 2022 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

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

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

Submit written comments to all Councilmembers at Council@seattle.gov

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

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

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

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

[IRC 353](#)

June 14, 2022

Attachments: [Introduction and Referral Calendar](#)

F. APPROVAL OF CONSENT CALENDAR

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

Journal:

[Min 384](#)

June 7, 2022

Attachments: [Minutes](#)

Bills:

[CB 120344](#)

AN ORDINANCE appropriating money to pay certain claims for the week of May 30, 2022 through June 3, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.

Appointments:**LAND USE COMMITTEE:**

[Appt 02217](#)

Appointment of Sophia Benalfew as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02218](#)

Appointment of Quanlin Hu as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2023.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02219](#)

Appointment of Mark R. Jones as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2023.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02220](#)

Appointment of Jamie Madden as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02221](#)

Appointment of Diana Paredes as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02222](#)

Appointment of Kaleb Germinaro as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02223](#)

Reappointment of Lindsay Goes Behind as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02224](#)

Appointment of Maria Barrientos as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02225](#)

Appointment of Brenda L. Baxter as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02226](#)

Appointment of Troy Britt as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02227](#)

Reappointment of Penn DiJulio as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02228](#)

Appointment of Che Fortaleza as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02230](#)

Reappointment of Ana Cristina Garcia as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02231](#)

Reappointment of Stewart Germain as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02232](#)

Reappointment of Christian Gunter as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02233](#)

Appointment of Quanlin Hu as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02234](#)

Reappointment of Brian L. Johnson as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02235](#)

Appointment of Nicole Li as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02236](#)

Appointment of Kun Lim as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02237](#)

Appointment of Christina Lin as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02238](#)

Reappointment of Katherine Liss as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02239](#)

Appointment of Benjamin Maritz as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02240](#)

Appointment of Joe Reilly as member, Design Review Board, for a term to April 3, 2023.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02241](#)

Appointment of Lisa Richmond as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02242](#)

Appointment of Gavin Schaefer as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Appt 02243](#)

Reappointment of Emily van Geldern as member, Design Review Board, for a term to April 3, 2024.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

G. APPROVAL OF THE AGENDA

H. COMMITTEE REPORTS

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

CITY COUNCIL:

1. [CB 120332](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective January 1, 2020 through December 31, 2023; and ratifying and confirming certain prior acts.

Attachments: [Att 1 - Agreement with SPMA](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att 1 - Agreement with SPMA \(Bill Draft\)](#)

FINANCE AND HOUSING COMMITTEE:

2. [Appt 02215](#) Appointment of Maiko Winkler-Chin as Director of the Office of Housing.

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

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

Opposed: None

Attachments: [Appointment Packet](#)

[Confirmation Question Responses](#)

LAND USE COMMITTEE:

3. [CB 120339](#) AN ORDINANCE relating to grant funds from non-City sources; authorizing the Directors of the Office of Planning and Community Development and the Seattle Department of Construction and Inspections to accept a grant and execute related agreements; amending Ordinance 126490, which adopted the 2022 Budget; changing appropriations to various departments; and ratifying and confirming certain prior acts.

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

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

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

4. [CB 120287](#) AN ORDINANCE relating to land use and zoning; updating regulations for rooftop features; amending Sections 23.44.012, 23.44.046, 23.45.514, 23.45.545, 23.47A.012, 23.47A.013, 23.48.025, 23.48.231, 23.49.008, 23.49.046, 23.49.096, 23.49.148, 23.49.324, 23.50.020, 23.66.140, 23.66.332, and 23.75.110 of the Seattle Municipal Code.

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

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

Opposed: None

Attachments: [Full Text: CB 120287 v2](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Ex A - Proposal Summary Table](#)
[Director's Report](#)

TRANSPORTATION AND SEATTLE PUBLIC UTILITIES COMMITTEE:

5. [CB 120322](#) AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to accept a non-exclusive easement within the Shilshole Bay Waterway, previously known as the Salmon Bay Waterway of the Lake Washington Ship Canal, from the Washington State Department of Natural Resources for a City-owned sanitary sewer line; and ratifying and confirming certain prior acts.

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

In Favor: 4 - Pedersen, Strauss, Herbold, Morales

Opposed: None

Attachments: [Att 1 - Legal Description and Map of Easement](#)
[Att 2 - DNR Easement](#)

Supporting

Documents: [Summary and Fiscal Note](#)

6. [CB 120323](#) AN ORDINANCE relating to Seattle Public Utilities; accepting two deeds for real property acquired for the purpose of installing and operating ground water wells or waterworks to provide potable water in connection with the Highline Well Field project identified in the 1985 Seattle Comprehensive Regional Water Plan and situated in Section 16, Township 23 North, Range 4 East, King County, Washington; and ratifying and confirming certain prior acts.

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

In Favor: 4 - Pedersen, Strauss, Herbold, Morales

Opposed: None

Attachments: [Att 1 - Boulevard Park Legal Description and Map](#)
 [Att 2 - Glacier Park Legal Description and Map](#)
 [Highline Wells Presentation](#)

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

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 353, **Version:** 1

June 14, 2022



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
<u>By: Mosqueda</u>		
1. CB 120344	AN ORDINANCE appropriating money to pay certain claims for the week of May 30, 2022 through June 3, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Juarez</u>		
2. CB 120347	AN ORDINANCE relating to City employment, commonly referred to as the Second Quarter 2022 Employment Ordinance; returning positions to the civil service system; removing positions from the Civil Service system; and amending Section 4.13.010 of the Seattle Municipal Code; all by a 2/3 vote of the City Council.	City Council
<u>By: Herbold,Morales</u>		
3. CB 120348	AN ORDINANCE relating to appropriations for the Seattle Municipal Court; amending a proviso imposed by Ordinance 126490, which adopted the 2022 Budget; and ratifying and confirming certain prior acts.	City Council
<u>By: Nelson</u>		
4. Res 32056	A RESOLUTION related to the City Light Department; adopting a 2023-2028 Strategic Plan Update for the City Light Department and endorsing the associated six-year rate path.	Economic Development, Technology, and City Light Committee
<u>By: Mosqueda</u>		
5. CB 120340	AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of the Department of Finance and Administrative Services or the Director's designee to negotiate and execute a real property lease with the Washington State Department of Transportation on behalf of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.	Finance and Housing Committee

By: Mosqueda

6. [CB 120343](#) AN ORDINANCE relating to housing for low-income households; adopting amended Housing Funding Policies for housing programs and investments; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; and ratifying and confirming certain prior acts.
- Finance and Housing Committee

By: Lewis

7. [CB 120341](#) AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute, for and on behalf of the City, a Concession Agreement with Compass Group USA, Inc., doing business as Canteen, to provide food and beverage vending machine service in City park facilities identified in the agreement and additional City park facilities and locations approved by the Superintendent.
- Public Assets and Homelessness Committee

By: Lewis

8. [CB 120342](#) AN ORDINANCE authorizing Seattle Parks and Recreation to enter into an agreement with Seattle Preparatory School to replace the Montlake Playfield and continue an ongoing relationship in the Montlake community consistent with the Non-Government Agreement in Attachment 1 to this ordinance.
- Public Assets and Homelessness Committee

By: Herbold

9. [Appt 02257](#) Appointment of Jeremy Wood as member, Community Police Commission, for a term to December 31, 2022.
- Public Safety and Human Services Committee

By: Pedersen

10. [CB 120345](#) AN ORDINANCE vacating a portion of 29th Avenue Southwest and Southwest City View Street, in West Seattle, and accepting a Property Use and Development Agreement, on the petition of NWB/CSPP West Seattle LLC (Clerk File 314357).
- Transportation and Seattle Public Utilities

By: Pedersen

11. [CB 120346](#) AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights to be surplus to the needs of Seattle Public Utilities; and authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to grant a subsurface utility easement and temporary construction easement to King County for the purpose of installing, constructing, owning, operating, maintaining, and repairing a trunk sewer line crossing The City of Seattle's East Side Supply Line right-of-way.
- Transportation and Seattle Public Utilities



Legislation Text

File #: Min 384, **Version:** 1

June 7, 2022

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, June 7, 2022

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Debora Juarez, Council President

Lisa Herbold, Member

Andrew J. Lewis, Member

Tammy J. Morales, Member

Teresa Mosqueda, Member

Sara Nelson, Member

Alex Pedersen, Member

Kshama Sawant, Member

Dan Strauss, Member

Chair Info: 206-684-8805; Debora.Juarez@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in Seattle, Washington, on June 7, 2022, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Juarez presiding.

B. ROLL CALL

Present: 6 - Juarez, Lewis, Morales, Nelson, Pedersen, Strauss

Excused: 2 - Mosqueda, Sawant

Late Arrival: 1 - Herbold

C. PRESENTATIONS

There were none.

Councilmember Herbold joined the meeting at 2:04 p.m.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Howard Gale
Donna Stringer
Ron Posthuma
Davi Haines
Agnes Govern
Rico Moote
Margurite Richards
Alex Tsimmerman

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 352](#)**June 7, 2022**

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

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

F. APPROVAL OF CONSENT CALENDAR

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

Journal:

1. [Min 382](#) **May 31, 2022**

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

2. [Min 383](#) **May 31, 2022**

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

Bills:

3. [CB 120334](#) **AN ORDINANCE appropriating money to pay certain claims for the week of May 23, 2022 through May 27, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

Appointments:

NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE COMMITTEE:

4. [Appt 02174](#) **Appointment of Pauline Adonis as member, Seattle Youth Commission, for a term to August 31, 2023.**

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

In Favor: 3 - Morales, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

5. [Appt 02175](#) **Appointment of Tatiwyat Buck as member, Seattle Youth Commission, for a term to August 31, 2023.**

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

In Favor: 3 - Morales, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

6. [Appt 02176](#) **Appointment of Caroline Carter as member, Seattle Youth Commission, for a term to August 31, 2023.**

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

In Favor: 3 - Morales, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

7. [Appt 02178](#) **Appointment of Kayla Haile as member, Seattle Youth Commission, for a term to August 31, 2023.**

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

In Favor: 3 - Morales, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

8. [Appt 02179](#) **Appointment of Nyla Moxley as member, Seattle Youth Commission, for a term to August 31, 2023.**

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

In Favor: 3 - Morales, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

9. [Appt 02192](#) **Reappointment of Steven Pray 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, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

G. APPROVAL OF THE AGENDA

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

H. COMMITTEE REPORTS

CITY COUNCIL:

1. [CB 120332](#) **AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective January 1, 2020 through December 31, 2023; and ratifying and confirming certain prior acts.**

Motion was made by Councilmember Juarez and duly seconded, to postpone Council Bill 120332 until June 14, 2022.

The Motion carried, and Council Bill (CB) 120332 was postponed until June 14, 2022 by the following vote:

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

NEIGHBORHOODS, EDUCATION, CIVIL RIGHTS, AND CULTURE COMMITTEE:

2. [Appt 02188](#) **Appointment of Hamdi Mohamed as Director, Office of Immigrant and Refugee Affairs.**

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

In Favor: 3 - Morales, Sawant, Strauss

Opposed: None

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

In Favor: 7 - Juarez, Herbold, Lewis, Morales, Nelson, Pedersen, Strauss

Opposed: None

Council President Juarez invited Director Hamdi Mohamed to provide brief remarks to the Council.

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

Motion was made, duly seconded and carried, to excuse Councilmember Morales from the July 26, 2022 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 2:45 p.m.

Linda Barron, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on June 14, 2022.

Debora Juarez, Council President of the City Council

Monica Martinez Simmons, City Clerk



Legislation Text

File #: CB 120344, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of May 30, 2022 through June 3, 2022 and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$14,357,194.21 on PeopleSoft 9.2 mechanical warrants numbered 4100578892 - 4100580557 plus manual or cancellation issues for claims, e-payables of \$54,748.20 on PeopleSoft 9.2 9100011842 - 9100011879, and electronic financial transactions (EFT) in the amount of \$75,430,400.49 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 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 14th day of June, 2022, and signed by me in open session in authentication of its passage this 14th day of June, 2022.

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)



Legislation Text

File #: Appt 02217, **Version:** 1

Appointment of Sophia Benalfew as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Sophia Benalfew</i>		
Board/Commission Name: <i>Equitable Development Initiative Advisory Board</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Board</i>		Term of Position: * 3/1/2022 to 2/28/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood:	Zip Code: <i>98118</i>	Contact Phone No.: [REDACTED]
Background: <p>Sophia is an Ethiopian American born and raised in Ethiopia. She moved to the US in 2013 when she was transferred to the Head Quarters of Oxfam America in Boston. Sophia currently resides in Seattle and works for Ethiopian Community in Seattle (ECS) as the Executive Director. Since she joined ECS in 2019, ECS has grown to support more community members, especially providing critical support to underserved communities in a pandemic.</p> <p>Before she joined ECS, Sophia worked for Oxfam and CARE in different capacities. While working for Oxfam, Sophia was a lead for a global program named R4 Rural Resilience based in Addis Ababa, Ethiopia and later on in Boston, Massachusetts. The program, implemented in four countries in Africa, has now become a major component of World Food Program's Climate Risk Management Approach.</p> <p>With CARE, Sophia worked as a senior Technical Advisor on Climate Change and Resilience. As a member of the Climate Change & Resilience Platform, Sophia supported the design and implementation of various programs in Africa, Asia and Latin America.</p> <p>Sophia believes in community based approach to development. According to her, the secret in designing and implementing sustainable and equitable programs is to recognize the wealth of knowledge in communities served and partner with them. Programs that respond to real needs of communities, implemented in a way that they believe is best and with meaningful feedback loops bring about sustainable changes regardless of their size. Sophia is married and a mother of three. In her spare time she loves to dance and read paper books.</p>		
Authorizing Signature (original signature): <i>Quynh Pham</i> Date Signed (appointed): 5/20/22		Appointing Signatory: <i>Quynh Pham</i> <i>Interim Chair</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Leader Non-Profit Organization

An experienced manager of development programs and non-profit organizations. Experienced in managing teams to achieve collective goals. Lead program design with stakeholders and communities. Rich experience in establishing and managing win-win partnerships.

EXPERIENCE

Ethiopian Community in Seattle, Seattle, WA Executive Director

July 2019 to present

Provide leadership to enable staff and stakeholders work towards achieving the vision and mission of the organization. Represent the organization to external stakeholders and establish networks to advance mission.

- Provides strategic leadership within the COVID-19 pandemic enabling the organization support its community access resources and adhere to safety precautions.
- Designed a three- year strategy in consultation with the board and the community the organization serves.
- Raised more than \$2,000,000 in a year from public and private sources ensuring the organization has the resources to implement its goals.

CARE, Atlanta, GA Senior Technical Advisor, Climate Change and Resilience

September 2017 – April 2019

Provide technical assistance in proposal development and ensure adequate resources are included in project budgets. Design new concepts and proposals for new donors based on CARE's unique experience, especially its strength in putting women and girls at the center of its programming.

- Designed a resource development strategy for CARE for Climate Change and Resilience Programming.
- Established and managed strategic partnerships with other organizations leading to opportunities for resource mobilization.

Oxfam America, Boston, MA Global Manager, R4 Rural Resilience Initiative

September 2013 – September 2017

Led the R4 Rural Resilience Initiative, a program that provides integrated risk management solutions for vulnerable farmers in Ethiopia, Senegal, Malawi and Zambia. Provided technical and management support to program teams on proposal development, report writing, planning and budgeting.

- In collaboration with WFP (a strategic partner of Oxfam), led the resource mobilization effort for the program, that enabled its global expansion to reach more than 30,000 vulnerable households.
- Effectively raised visibility of the success of the R4 program globally through externally faced quarterly reports and speaking roles in expert panels leading to its winning the Climate Change and Business Awards in 2016 under the category of Financing: Climate Change and Resilience.

Oxfam America, Addis Ababa, Ethiopia

October 2010 – September 2013

Rural Resilience Initiative (R4) Coordinator

Headed the successful operation of the Rural Resilience Program to reach more than 15,000 households (from 250) through coordination and management of relationship between multiple stakeholders at local, regional and international levels. Built and managed partnerships with private and public stakeholders to ensure effective implementation and sustainability of the program.

- Successfully managed the R4 program leading to strategic partnership with WFP (World Food Program) opening up opportunities for global growth.
- Successfully managed the R4 program leading to its recognition and award for its innovative role in Africa's development by Rockefeller Foundation.

Nyala Insurance S.C., Addis Ababa, Ethiopia

May 1996 – September 2010

Executive officer, Marketing and Customer Services, September 2008 – September 2010

Managed and Coordinated 18 branches of the Company with 90 plus staff and annual sales of more than 8 million USD. Directly supervised branch managers providing direction through goal setting, performance review and coaching.

- Successfully organized marketing campaigns on March 8 to recognize the relatively lower motor accidents caused by women resulting in increased retention rates.
- Led collaboration with IFPRI to co-design weather securities to insure rain dependent farmers in Africa. The proposal won an Innovation Fund in Paris as one of the 20 finalists from among 800 applicants leading to recognition of Nyala Insurance globally as a pioneer in agriculture insurance in Ethiopia.

Deputy General Manager, Underwriting and Product Development, March 2007 – September 2008

Negotiated reinsurance terms with different international reinsurers and brokers including Swiss Re, Munich Re and AON. Assess and rate large corporate risks. Opened new lines of business in response to customer demand.

- Organized loss assessors to identify PML (Probable Maximum Loss) of large properties leading to saving of thousands of dollars of premiums which was ceded unnecessarily to reinsurers.

Protection Executive, Corporate Service Center, January 2005 – February 2007

- Designed and implemented marketing strategy of the service centre focusing marketing efforts on strategically selected industries leading to doubling sales volume in two years.

EDUCATION

Bachelor of Arts in Management and Public Administration, Addis Ababa University, Addis Ababa, Ethiopia

Diploma in General Insurance, Chartered Insurance Institute, London, United Kingdom

Equitable Development Initiative Advisory Board

13 Members: Pursuant to *Ordinance 119887*, *all* members subject to City Council confirmation.

- a) Initial members in positions 3, 6, 9, 12, and 13 shall be members of the Equitable Development Initiative's Interim Advisory Board as of the effective date of this ordinance
 - b) The initial terms for positions 1, 3, 4, 6, 8, 10, and 13 shall be one year
 - c) The initial terms for positions 2, 5, 7, 9, 11, and 12 shall be two years
 - d) All subsequent terms shall be for three years. With the exception of initial positions 3, 6, 9, 12, and 13 no member shall serve more than two consecutive three-year terms
- **3** City Council-appointed
 - **3** Mayor-appointed
 - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
			2.	Member	Evelyn Allen	3/1/2021	2/28/2023	1	Mayor
			3.	Member	Vacant	3/1/2022	2/28/2025		Mayor
			4.	Member	Lindsay Goes Behind	3/1/2021	2/28/2022	1	City Council
			5.	Member	Abdirahman Yusuf	3/1/2021	2/28/2023	1	City Council
			6.	Member	Vacant	3/1/2022	2/28/2024		City Council
			7.	Member	Mark R. Jones	3/1/2021	2/28/2023	1	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	1	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2021	2/28/2023	1	Board
			12.	Member	Maria – Jose “Cote” Soerens	3/1/2021	2/28/2023	1	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	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


File #: Appt 02218, **Version:** 1

Appointment of Quanlin Hu as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Quanlin Hu		
Board/Commission Name: Equitable Development Initiative Advisory Board		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: Board		Term of Position: * 3/1/2021 to 2/28/2023 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Central District	Zip Code: 98122	Contact Phone No.: [REDACTED]
Background: <p>Quanlin is a community curator passionate about creating equitable and lasting values. Quanlin has over 15 years of professional urban planning & development experience in public, private and non-profit sectors with work ranging from affordable/market rate housing development, community planning, land use/development regulations, and design guidelines. Quanlin is currently a Development Manager with SRM Development and mostly focuses on managing all affordable housing development and building partnerships with community-based originations to maximize project outcomes. Prior to joining SRM, Quanlin was contracted with Mt Baker Housing Association (MBH) as a Development Manager on affordable housing projects that emphasized on Transit Orientated Development (TOD) and brownfield development in Southeast Seattle. Prior to involving in housing development, Quanlin was a Strategic Advisor with the City of Seattle from 2012 to 2019 that devoted her efforts on empowering and supporting historically underserved communities through planning, implementation, community advocacy and partnership building.</p> <p>Quanlin received her Masters in City and Regional Planning from the Ohio State University, and her Bachelors in Urban Planning from Wuhan University, China. She has obtained professional certifications including American Institute of Certified Planners (AICP), LEED AP Neighborhood Development, Project Management Professional (PMP), and various certificates in Commercial Real Estate development and finance. Quanlin is currently a board member of Central Area Collaborative whose mission is to support and preserve Black/African American businesses, organizations and culture in Seattle's Central Area. She has been a guest lecturer for University of Washington "Planning as a Professional" course for the past few years. Outside of work, Quanlin is most passionate about surfing, as a metaphor for life for fearlessly exploring, learning and improving.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/20/22		Appointing Signatory: Quynh Pham Interim Chair

*Term begin and end date is fixed and tied to the position and not the appointment date.



Quanlin Hu

(Pronounced as Chenlin)

Project Manager
Urban Planner & Strategist

PROFILE

- Over 15 years of planning & development experience in public & private sectors
- Skilled in project management, community & partnership building
- Experienced with development regulations & processes
- Passionate about community & sustainability driven development

ATTRIBUTES

- Creative problem-solver
- Strategic implementer
- Strong facilitation & collaboration skills
- Excellent organizational & detail oriented skills
- Effective written, visual & oral presentation skills

LANGUAGES



English



Chinese
(Mandarin, Cantonese)

CONTACT



206-488-2823



quanlin.hu@gmail.com



planrealpartners.com



EDUCATION

Master of City and Regional Planning

2006

Knowlton School of Architecture, Ohio State University

Bachelor of Engineering - Urban Planning

2003

School of Urban Studies, Wuhan University, China



PROFESSIONAL EXPERIENCE

Owner & Principal

2017 -
Present

PlanReal Partners

- Provide consulting services on project management, urban planning, community engagement & development, real estate development, sustainability & partnership building
- Maximize financial returns & community outcomes for clients; create iconic places that strengthen community and organizations
- Focus on diversity and equity with a racial and social justice lens
- Help improve efficiency and establish design & operational standards

Development Manager

2021 -
Present

SRM Development

- Manage the development phases of over 10 affordable and market rate housing and mixed use projects
- Build partnerships with non-profit & community based organizations
- Lead the process improvement for development manage system

Development Manager

2019 -
2021

Mt Baker Housing Association

- Led the development team for over 5 affordable housing and mixed use projects from acquisition to development stages totaling over \$500M development costs and over 1,200 units
- Managed the project schedule, budget, financing, entitlement & consulting teams; negotiate contracts, leases & agreements
- Led transformation to cloud based Smartsheet project management
- Strategized with government and private partners & funders on Brownfield redevelopment, Transit Oriented Development, affordable commercial and culturally appropriate spaces creation

Strategic Advisor II, Senior Urban Planner

2012-2020

Office of Planning & Community Development
City of Seattle

- Developed disposition strategies on City owned real properties
- Assisted in the Equitable Development Initiative program
- Empowered underserved & people of color (POC) communities
- Sought creative fundings & resources to support POC communities
- Built public and private partnerships and leverage investment
- Developed land use code, development standards & guidelines
- Created plans, policies and strategies on land use and development
- Obtained project approvals through the City Council process

Key Projects

Mercer Mega Block Disposition Strategy

- Co-Project Manager who directed the RFP, marketing, managed the evaluation committee and negotiated the Development and Disposition Agreement to maximize values and public benefits

SPEAKING & VOLUNTEER

- University of Washington
"Planning as a Profession" - ongoing
- Seattle Design Festival 2018 - Adding Density while Retaining Character
- Congress for New Urbanism
2017 National Conference - Central Area Neighborhood Design Guidelines
- American Planning Association 2015 National Conference - Co-Chair the Mobile Workshop Committee

AWARDS

- US 19 Corridor/Coastal Redevelopment Plan- 2014 Tampa Bay Future of the Region Award
- Market Area Planning- 2011 Tampa Bay Future of the Region Award

SKILLS & INTERESTS

Microsoft Office

Smartsheet

Adobe Creative Suite

ArcGIS

Surfing, Scuba Diving,
Snowboarding, Yoga, Painting,
Building authentic connections

Mt Baker & Judkins Park Transit Oriented Development (TOD)

- Project Manager who led interagency and interdisciplinary teams and worked with stakeholders to create development strategies, incentives, agreements, partnerships to leverage investments

I-5 Lid Feasibility Study

- Co-project Manager who coordinated interagency, interdisciplinary and consultant teams on a \$1.5M study to explore the feasibility of lidding of Interstate 5 in the core of Seattle's downtown

Central Area Planning & Community Development

- Project Manager partnered with the community to create design guidelines and review district that will preserve and strengthen the culture and character of the Black/African American community
- Project Manager of the 23rd Avenue Action Plan, rezone legislation to provide land use, transportation & placemaking strategies
- Led multidisciplinary teams to coordinate projects & investments
- Engaged and empower underserved community

Urban Planner II 2007-2012
Planning & Growth Management Department
Pasco County, FL

- Developed plans in land use, transportation, TOD, urban design, economic development, environmental, housing & infrastructure
- Drafted goals, policies, implementation strategies and ordinances for the Comprehensive Plan and specific plans
- Collaborated with local and regional agencies on planning issues

Key Projects

Comprehensive Plan Amendments

- Project Manager on over 40 comprehensive plan amendments affecting more than 22,000 acres, and county-wide growth policies
- Project Manager who developed Market Area Planning policies and regulations to guide County's all future development

US 19 Corridor/Coastal Redevelopment

- Project Manager who developed land use, economic development, and environmental strategies for over 70,000 acres of coastal lands

CERTIFICATIONS | TRAINING

ULI Center for Leadership Program 2019
Urban Land Institute

Certificate of Advanced Study in Real Estate Finance 2018
NAIOP, Commercial Real Estate Development Association

Certificate in Commercial Real Estate 2017
University of Washington

Project Management Professional (PMP) 2016
Project Management Institute

American Institute of Certified Planners (AICP) 2010
American Planning Association

Leadership in Energy & Environmental Design - Neighborhood Development (LEED AP ND) 2010
U.S. Green Building Council

Equitable Development Initiative Advisory Board

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- **3** City Council-appointed
 - **3** Mayor-appointed
 - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
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			3.	Member	Vacant	3/1/2022	2/28/2025		Mayor
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			7.	Member	Mark R. Jones	3/1/2021	2/28/2023	1	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	1	Board
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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


File #: Appt 02219, **Version:** 1

Appointment of Mark R. Jones as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Mark R. Jones		
Board/Commission Name: Equitable Development Initiative Advisory Board		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: Board		Term of Position: * 3/1/2021 to 2/28/2023 <input checked="" type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood:	Zip Code: 98118	Contact Phone No.: [REDACTED]
Background: Co-founder of Community-Owned Resource (Real Estate Business) Development (CORD) with Curtis Brown developing real estate and business prototypes. Over forty-five years' experience in leading, developing, and/or implementing effective place-based and virtual learning community development — including businesses, performing arts groups, sports clubs, think tanks, and co-housing developments. ED/Partner of Cooperative Organizations Opportunities Program for five years in the 1970's — overseeing residential program (multi-generational housing 5-Buildings), agricultural program, and economic portfolio (Food Cooperative Music Cooperative). Over 35 years' experience leadership and organizational development, performance optimization, cultural transformation implementation (diversity-equity-inclusion), and transformative technologies. Over 28 years' full-time professional experience, including 5 years full-time experience serving at a senior executive level — CEO / Executive VP / Corporate VP / CIO / CTO / CTA — in organizations with annual budgets of \$100M or greater. Achieved over a billion dollars in cost savings, cost avoidance, and/or revenue generation. Former Chair United Way of King County Project LEAD; former At-Large Member — NAACP Seattle Chapter. Past Chapter Vice-President of Society of Manufacturing Engineers; American Society for Quality Seattle Geographical Community Past Chair of Member Networking and Past Vice Chair in the Human Development and Leadership division.		
Authorizing Signature (original signature):  Date Signed (appointed): 5/20/22		Appointing Signatory: Quynh Pham Interim Chair

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— Briefing BIO —

Mark R. Jones

(Ph.D. in Organizational Systems; M.S. Management; B.A. in Systems Analysis)

SENIOR EXECUTIVE (CEO | CIO | CTO | CSA | CVP | SVP | DIRECTOR | TRUSTEE)

As a Senior Executive Leader and Consultant, Mark R. Jones, Ph.D. (CEO, Sunyata Group) has over 28 years of full-time professional experience, including 5 years full-time experience serving at a senior executive level — **CEO / Executive VP / Corporate VP / CIO / CTO / CTA** — in organizations with annual budgets of \$100M or greater; and in non-profit, elected, or appointed positions. Dr. Jones has over 35 years entrepreneurial and intrapreneurial leadership and organizational development, performance optimization, and transformative technology (industrial | cultural) experience. He has a Ph.D. Organizational Systems, Saybrook University; and a M.S. Management, Antioch University – Seattle; and is a Founding Partner of The Sunyata Group, serving concurrently as the Chairman and CEO of the Sunyata for-profit and non-profit entities. His specialty is the development of Beloved Community (Organizations & Communities — High-Performance Teams).

Dr. Jones has over forty-five years Justice-Equity-Diversity-Inclusion-SocialCastes (JEDIS) experience leading, developing, and/or implementing effective place-based and virtual learning community development — including businesses, performing arts groups, think tanks, and co-housing developments. As Executive Director & Managing Partner of the Cooperative Organizations Opportunities Program (COOP) for five years in the 1970's, Dr. Jones lived in and oversaw the residential program (multi-generational housing | 5-Buildings), agricultural program (Outback Farm), and economic portfolio (Food Cooperative | Music Cooperative) for five years. The Coop ran the local Food Coop Community Board, "Mamma Sundays" music cooperative, and the special programs directors. This was Dr. Jones' first high-stakes prototype into the integrated relational and economic aspects of building Beloved Communities. In 2004, Dr. Jones became the Beloved Community Developer (BCD), Real Estate Developer (RED), and financier for the Sunyata Peace Center (SPC). The SPC is located on ten acres in rural area Washington State, and has a total working space of 7324 sqft, comprised of 6124 sqft (Living Spaces:) and 1200 sqft (Classroom).

Dr. Jones is the co-founder of Seattle EDI-sponsored Community-Organized Resource Development (CORD) with Curtis Brown (CEO of Brighton Apartments Southeast Seattle Senior Living Center | Rainer Beach Action Coalition | Rainer Beach Chamber of Commerce) that is developing tailored prototyping streams (TPS) of Building Beloved Communities (BBC) as community-based real estate and business developments in King County. He is the co-founder of the faith-based Building Beloved Communities (BBC) movement with co-founder Rabbi Jay Rosenbaum, which includes BBC-R&R Rabbis & Reverends (Black Pastors) local (King County) and National (Seattle | Detroit | New York | Atlanta | Chicago | Philadelphia), and BBC Multi-Faith Social Justice that works with local legislators as strategic thinking partners.

Dr. Jones was an early systems architect of the Nehemiah Initiative (Seattle Central Area Black Churches community economic development (real estate and business) with BIPoC Bishop Garry Tyson (Goodwill Missionary Baptist Church), BIPoC Architect and Project leader Donald King, and Aaron Fairchild (Green Canopy Real Estate Developer). He was also a co-founder (2017) and systems architect of the Association of Beloved Communities (ABC), involving twenty plus local community leaders, and a core leadership team including Anne Morgan Stadler (Former Award-winning Television Producer), Gus Newport (Boston Dudley Street Founder | Former Mayor of Berkeley CA), Jerry Millhon (Former ED of the Whidbey Institute and Current ED of Thriving Communities), and Mike Green (Award-winning Journalist and Current CEO of ScaleUp Partners LLC).

Dr. Jones' specialization is change management and business/community transformation through leadership and organizational development behavioral competencies integrated with performance optimization (process/quality management process-oriented Lean/ToC and CQI with organic (living-systems metaphor) Agile Whole-systems Enterprise development structures and interactions | informatics), and technology integration. Dr. Jones is a former Regional-level Malcolm Baldrige National Quality Award (MBNQA) examiner; senior member and past Chapter Vice-President of Society of Manufacturing Engineers (SME); and former American Society for Quality (ASQ) Seattle Geographical Community Chair of Member Networking, and a former Vice Chair in the Human Development and Leadership division. He is a Consulting Faculty/Professor, mentoring doctoral and master's students as requested, and teaching course segments on leadership to undergraduate and master's students. Dr. Jones has also provided leadership and educational support to: Saybrook University, Goddard College, Antioch University, Seika University, Western WA University, University of WA, Morris-Brown College, and Boeing. He is currently Vice Chair of Goddard College Board of Trustees (VT), an adjunct faculty member with Antioch University (Seattle), and an External Dissertation Reviewer for Fielding University. He has over 10 years international work experience. Dr. Jones has written over 100 papers — combined unpublished and published.

Dr. Jones is an expert in organizational behavior (business | community | government), focused on high-performance teams (Beloved Communities), organizational health and resilience, operational excellence, and invention and innovation. He has led successful invention and innovation: large-scale systems architecture and integration programs; customer-facing-technology planning, development, and implementation activities; IT and IS product research, development (invention), innovation (cultural adoption), deployment, and operations; complex global enterprise network operations and infrastructure projects; and organization optimization, administration and governance, policy development, and strategic planning efforts — within complex environments for multi-national corporations and with the U.S. government.

Dr. Jones has achieved over a billion dollars in cost savings, cost avoidance, and/or revenue generation for clients-employers-sponsors such as: ALCOA, Boeing, DoC, DoD, DoE, DoL, NASA, Treasury Dept., Intel, Washington Health Foundation, Terra Foods Group, The COOP Residential and Food Cooperatives, ACM, ANSI, APEC, DAMA, DRMA, OMG, IEEE, ISO, PDES/STEP, and SME. He has authored over 100 articles, reports, and technical documents; and has been published in Quality Management Journal, Database Programming and Design magazine, various conference proceedings including Asia-Pacific Economic Cooperation forum in South Korea, and various national and international standards body publications. Since 1983, Dr. Mark R. Jones, has facilitated over 1000 events (meetings, workshops, and conferences) using such techniques as: Phylomemetic Cultural Analysis (PCA), Open Space Technology, Appreciative Inquiry, World Café, "Design Charrettes", SIL Intercultural Program Development Process, Nonviolent Communication (NVC) processes, Conflict Resolution processes, Arbitration processes, Project Management processes, Participative Democracy processes, and "H-S-L" processes. For the past ten years, Dr. Jones has been researching and prototyping the ESCCO (emotional - social - cultural - cognitive - organizational) Developmental Theory (EDT), Cultural Identity-Orientation Theory (CIOT) and PCA to codify key technical and relational efficiency and effectiveness elements required for achieving social cohesion and resiliency in the context of diversity, inclusion and equity (DIE). Recent projects include: 2021 HomeSight (Seattle); 2021 Leadership Snohomish; 2019 University of WA Campus Safety & Security (DIE & CQI); 2019 UW School of Medicine — UW Dept. of Bioethics & Humanities (DIE & CQI); 2019 Cocoon House Board of Trustees and Administrators (DIE); 2019 Treehouse Leadership Teams and an "All-Hands" meeting (DIE). 2018 Treehouse (DIE), 2017 Non-Profit Development Services Center (DIE), Recovery Café (2016-2017), City of Renton (2015), and Young Presidents Organization (2018).

Equitable Development Initiative Advisory Board

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Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
			2.	Member	Evelyn Allen	3/1/2021	2/28/2023	1	Mayor
			3.	Member	Vacant	3/1/2022	2/28/2025		Mayor
			4.	Member	Lindsay Goes Behind	3/1/2021	2/28/2022	1	City Council
			5.	Member	Abdirahman Yusuf	3/1/2021	2/28/2023	1	City Council
			6.	Member	Vacant	3/1/2022	2/28/2024		City Council
			7.	Member	Mark R. Jones	3/1/2021	2/28/2023	1	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	1	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2021	2/28/2023	1	Board
			12.	Member	Maria – Jose “Cote” Soerens	3/1/2021	2/28/2023	1	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	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


File #: Appt 02220, **Version:** 1

Appointment of Jamie Madden as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Jamie Madden</i>		
Board/Commission Name: <i>Equitable Development Initiative Advisory Board</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Board</i>		Term of Position: * 3/1/2022 to 2/28/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Beltown</i>	Zip Code: <i>98121</i>	Contact Phone No.: [REDACTED]
Background: <p>Jamie Madden brings a lifetime of experience to the work of affordable housing and community development. He grew up in affordable housing, and has worked as a developer, funder, and policy maker. Currently, Jamie is a principal of Madden-Kim Consulting a member of the 77 Stoop Collaborative. Jamie assists non-profit and local government clients in Washington and Massachusetts to resolve complex problems and to realize their development visions while centering both equity and feasibility.</p> <p>Prior to co-founding the 77 Stoop Collaborative of consultants, Jamie directed Enterprise Community Partners' Pacific Northwest Market office in Seattle, where he launched the Home & Hope initiative to transform public properties into housing and early learning centers and founded the WA Early Learning Loan Fund to create early learning centers. Jamie relocated to Seattle in 2016 from Boston, where as a real estate project manager at The Community Builders, Inc. he oversaw a variety of development projects including low-income, middle-income, and market-rate housing; new construction, acquisition and preservation; rental, homeownership, and retail. Two of his developments at TCB were recognized by awards from the Urban Land Institute and Novogradac as the best affordable housing developments of their kind, Charlesview Residences and A.O. Flats. Jamie was also responsible for writing and managing major federal grants for TCB including Choice Neighborhoods, Sustainable Communities, and Neighborhood Stabilization Program.</p> <p>Jamie has also worked for several community-based non-profits and served a term on the Massachusetts Board of Education. Jamie earned his Master of City Planning degree from the Massachusetts Institute of Technology in 2010, a Bachelor of Arts degree in Political Science from Swarthmore College in 2006, and the Truman Scholarship in 2005. He lives in Seattle's Beltown neighborhood and walks most places. His 3-year-old daughter loves the walking life as well and since 2020 has refused to attend any more Zoom meetings.</p>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Quynh Pham</i> <i>Interim Chair</i>
Date Signed (appointed): 5/20/22		

*Term begin and end date is fixed and tied to the position and not the appointment date.

Jamie Madden

Senior Director PNW Market, Enterprise Community Partners, Seattle – 2019 to 2021

- *Management and Leadership:* Hired and supervised two Program Directors to implement Home & Hope initiative
- *Program Development & Fundraising:* Launched \$10+ million leveraged early learning facilities loan fund pilot with social impact investments, grants, and private debt capital.
- *Investing in Social Equity:* Responsible for sourcing deals and supporting organizations through:
 - WA Early Learning Loan Fund \$10+ million for early stage grants and concessionary lending
 - REDI Fund - \$21M acquisition loan fund to support affordable housing in transit oriented locations
 - Section4 Capacity Building Grants to raise capacity of community based organizations

Senior Program Director, Enterprise Community Partners., Seattle - 2016 to 2019

- *Program Development & Fundraising:* Helped launch Home & Hope initiative to transform public and tax-exempt sites into affordable homes and early learning centers. Directly participated in raising \$2.5M in operating grants
- *Real Estate Development:* Supervised staff and consultants to complete due diligence and concept design to transform public sites into affordable homes and early learning centers
- *Technical Project Management:* Project managed creation of online [site mapping tool](#)
- *Cross-Sector Partnerships:* Convened partnerships between affordable housing and early learning organizations
- *Research and Writing:* Co-wrote and published “how-to” [guide](#) for co-development of homes and preschools
- *Public Policy:* Contributed to successful legislation to create capital resources for early learning centers HB1777 (2017) and allow use of public sites for affordable housing HB2382 (2018)
- *Lending:* Originated \$14 million in 4 loans for REDI Fund TOD acquisition program
- *Technical Assistance:* Provided real estate development technical assistance to non-profits and public agencies
- *Public Sector Consulting:* Participated in two Enterprise Advisors engagements with the City of Tacoma
- *Private Sector Consulting:* Advised Microsoft on affordable housing, contributing to eventual \$750M commitment

Development Project Manager, The Community Builders, Inc., Boston - 2012 to 2016

Real Estate Development:

- Managed real estate developments including mixed-income rental, homeownership, urban retail, and land transactions. Responsible from feasibility through entitlement, closing, construction, leasing, and stabilization.
- Oversaw debt and equity closings totaling \$149 million, and utilized variety of financial tools including LIHTC, Section 8, Brownfields Tax Credits, and bond financing.

NSP2 Project Associate, The Community Builders, Inc., Boston – 2011 to 2012

- *Lending:* Managed an internal lending department with an innovative use of federal funds
- *Real Estate Development:* Participated in acquisition of 618-unit, foreclosed multifamily portfolio in Cincinnati

Field Director, Campaign to Protect the Affordable Housing Law, Boston - 2010

- *Political Campaigning:* Managed a successful field campaign against Question 2 to stop repeal of Chapter 40B
- *Management and Leadership:* Supervised organizing staff and coordinated coalition partners across Massachusetts

Consumer Health Quality Organizer, Health Care For All, Boston - 2006 to 2008

- *Management and Leadership:* Created a consumer advocacy organization to promote health care quality & safety
- *Public Policy:* Led successful legislative campaign resulting in Chapter 305 of the Acts of 2008

MIT Department of Urban Studies and Planning: Masters in City Planning, 2010

Swarthmore College: Bachelor of the Arts, 2006

Associated Colleges in China: Study Abroad, 2005

Equitable Development Initiative Advisory Board

13 Members: Pursuant to *Ordinance 119887*, *all* members subject to City Council confirmation.

- a) Initial members in positions 3, 6, 9, 12, and 13 shall be members of the Equitable Development Initiative's Interim Advisory Board as of the effective date of this ordinance
 - b) The initial terms for positions 1, 3, 4, 6, 8, 10, and 13 shall be one year
 - c) The initial terms for positions 2, 5, 7, 9, 11, and 12 shall be two years
 - d) All subsequent terms shall be for three years. With the exception of initial positions 3, 6, 9, 12, and 13 no member shall serve more than two consecutive three-year terms
- **3** City Council-appointed
 - **3** Mayor-appointed
 - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
			2.	Member	Evelyn Allen	3/1/2021	2/28/2023	1	Mayor
			3.	Member	Vacant	3/1/2022	2/28/2025		Mayor
			4.	Member	Lindsay Goes Behind	3/1/2021	2/28/2022	1	City Council
			5.	Member	Abdirahman Yusuf	3/1/2021	2/28/2023	1	City Council
			6.	Member	Vacant	3/1/2022	2/28/2024		City Council
			7.	Member	Mark R. Jones	3/1/2021	2/28/2023	1	Board
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			9.	Member	Willard Brown	3/1/2021	2/28/2023	1	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2021	2/28/2023	1	Board
			12.	Member	Maria – Jose “Cote” Soerens	3/1/2021	2/28/2023	1	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	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)

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02221, **Version:** 1

Appointment of Diana Paredes as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Diana Paredes</i>		
Board/Commission Name: <i>Equitable Development Initiative Advisory Board</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Board</i>		Term of Position: * 3/1/2022 to 2/28/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Eastlake</i>	Zip Code: <i>98102</i>	Contact Phone No.: [REDACTED]
Background: Diana is a native-born Ecuadorian who has called Seattle home since 2015. Prior to that she lived in Salt Lake City Utah where she spent much of her time working as a community organizer and policy advocate for humane immigration policy. Since moving to Seattle, Diana has worked with local nonprofits in applied research and evaluation focused on equitable development, civic engagement, and leadership development programs for underrepresented communities.		
Authorizing Signature (original signature): <i>Quynh Pham</i> Date Signed (appointed): 5/20/22		Appointing Signatory: <i>Quynh Pham</i> <i>Interim Chair</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Diana Paredes

WORK EXPERIENCE

Seattle Foundation, Seattle, WA (11/2017 – 09/2021)

Senior Learning Manager

Community Learning Officer

Managed all grant programs evaluation functions as well as research partnerships focused on advancing systemic solutions to racial disparities in Washington State. Supervised associate level staff.

Designed and implemented an evaluation framework for Seattle Foundation's discretionary civic engagement grant programs which deployed approximately ten million dollars annually to over one hundred community-based organizations to predominantly BIPOC-led and serving community organizations. Hired and led a team of evaluation specialists in analyzing and interpreting grantee data collected over a two year span to complete the Foundation's first programmatic evaluation report.

In alignment with SeaFdn's business performance measurement vision, developed a preliminary key performance metrics (KPI) to evaluate foundation-wide (discretionary and non-discretionary) grantmaking outputs against equitable grant-making objectives. Spearheaded the development and implementation of a new systematic data collection system to support the new KPI framework.

Puget Sound Sage, Seattle, WA (09/2016 – 10/2017)

Program Coordinator

Equitable Development and Climate Justice Fellow

Assisted with policy research and community engagement projects associated with the organization's Equitable Transit-Oriented Development (ETOD) program and the Community Leadership Institute (CLI).

Work associated with the ETOD program included mobilization of community-based organizations to advocate for the City of Seattle's Equitable Development Implementation Fund (approved in 2017), and research of gentrification and displacement trends in low-income areas of Seattle.

Key projects with the CLI included conducting a political power analysis of municipal boards and commissions in King County to develop a placement strategy for graduates of the Leadership Institute.

Salt Lake Community Action Programs/ Head Start (11/14 – 08/15)

Housing Case Manager

Provided case management services to low-income individuals and families for up to 6 months to ensure financial stability and permanent housing. Qualified clients for welfare programs, including the

Temporary Assistance for Needy Families (TANF) program and administered through the VI-SPDAT homelessness risk assessment.

Comuniades Unidas/ Communities United, West Valley City, UT (04/2011 – 08/2014) *Immigrant Integration Programs Coordinator*

Led organizing efforts of the Enriching Utah Coalition, a coalition of non-profit, governmental, and religious organizations to promote humane immigration policies in Utah. Performed policy research on inclusive immigration policy in alignment with the Coalition's advocacy agenda. Outcomes of advocacy efforts included adoption of resolutions welcoming immigrants in Salt Lake City and County, successful repeal of mandatory e-veri implementation at a state level, and continuation of policies to increase undocumented individuals' access to higher education.

Led community education efforts that resulted in completion of "Know Your Rights" trainings on immigration policy and labor rights topics with over 800 immigrant residents between 2012 and 2013, and a 25% increase in coalition membership.

EDUCATION

Data Analytics Credentials Certificate (2022), University of Chicago Harris School of Public Policy

MSW (2017), School of Social Work, University of Washington, Seattle, WA
Concentration: Administration and Policy Practice

BA in International Studies with a Minor in Peace and Conflict Studies, (2011), University of Utah, Salt Lake City, Utah.

VOLUNTEER ACTIVITIES

VIVA! Initiative, UW School of Social Work, Seattle, WA (07/2015-2017) – President

Organized student advocacy efforts which led to reforms aimed at increasing representation of the Latinx community in curriculum content and student and faculty recruitment practices .

Social Justice Fund Northwest, Seattle WA (05/2016-11/2016) – Member, Criminal Justice Giving Project

Participated in group fundraising efforts which yielded approximately \$112,000 in donations for criminal justice-related community organizing work throughout the Pacific Northwest.

Salt Lake Dream Team, Salt Lake City, UT 01/13 – 09/15 – Member

Coordinated media campaigns and advocacy efforts to prevent and heighten visibility of unjust deportations of immigrant families. Worked with pro bono immigration lawyers to prepare legal documentation for deportation appeals.

Equitable Development Initiative Advisory Board

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- **3** City Council-appointed
 - **3** Mayor-appointed
 - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
			2.	Member	Evelyn Allen	3/1/2021	2/28/2023	1	Mayor
			3.	Member	Vacant	3/1/2022	2/28/2025		Mayor
			4.	Member	Lindsay Goes Behind	3/1/2021	2/28/2022	1	City Council
			5.	Member	Abdirahman Yusuf	3/1/2021	2/28/2023	1	City Council
			6.	Member	Vacant	3/1/2022	2/28/2024		City Council
			7.	Member	Mark R. Jones	3/1/2021	2/28/2023	1	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	1	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2021	2/28/2023	1	Board
			12.	Member	Maria – Jose “Cote” Soerens	3/1/2021	2/28/2023	1	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	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)

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02222, **Version:** 1

Appointment of Kaleb Germinaro as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2024.

The appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kaleb Germinaro</i>		
Board/Commission Name: <i>Equitable Development Initiative Advisory Board</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 3/1/2022 to 2/28/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Beacon Hill</i>	Zip Code: <i>98144</i>	Contact Phone No.:
Background: Kaleb Germinaro (he/him) is a Black-biracial man born and raised in Phoenix, AZ and has come to Seattle by way of Philadelphia where he went to the University of Pennsylvania to play football. Kaleb is a lover of dogs, plants/animals and photography. He explores healing through geography via spatial learning and identity development as a process of combatting geographic and spatial oppression. At the moment, he interacts with Seattle as a high school football coach, community educator, and member of Estelita's Library while engaging in conversations about land and power with the same focus on community and care.		
Authorizing Signature (original signature):  Date Signed (appointed): 5/27/2022		Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Kaleb Germinaro



Education	Ph.D. Student, Learning Sciences & Human Development, U of Washington, Seattle, WA Expected Graduation: February 2023	Present
	MS, Human Development, U of Pennsylvania, Philadelphia, PA	2018
	BA, PPE, U of Pennsylvania, Philadelphia, PA	2017
Research Experience	Research Assistant, Center for Communication, Difference & Equity, Seattle, WA	2020-Present
	Graduate Researcher, UW Resilience Lab, Seattle, WA	2018-2021
	Graduate Researcher, Dr. Shaneé Washington, Seattle, WA	2020
	Graduate Researcher, Childhood Place Pedagogy Lab, Toronto, ON	2021
	Graduate Researcher, Multicultural Education Lab, Seattle, WA	2019-2021
	Research Assistant, PennVet Working Dog Center, Philadelphia, PA	2016-2018
Work Experience	Strategic Development Consultant, Scanduzzi Krebs, Seattle, WA	2021-Present
	Education Consultant, Burke Museum, Seattle, WA	2021-Present
	Curriculum & Research Coordinator, The Nature Project, Seattle, WA	2020-2022
	Consultant, Seattle Department of Transportation, Seattle, WA	2020-2021
	Consultant, Test Innovators, Seattle, WA	2020
	Project Lead, SESEC, Seattle, WA	2019-2021
	Project Coordinator, Critical Mixed Race Studies	2019-Present
	Media Coordinator, Research in Sport and Education	2019
	Graduate Student Advisor, McNair Scholars, Seattle, WA	2019
	Graduate Intern, Undergrad Research Program, Seattle,	2018-2019

	WA	
	Admissions Assistant, U of Pennsylvania, Philadelphia, PA	2017-2018
	Freelance Photographer	2015-Present
Teaching Experience	Community Education & Engagement, UW Resilience Lab, Seattle, WA	2018-2021
	Lecturer, U of Washington, Seattle, WA ; EDUC 401, EDUC 310	2018-2019
	Reader/Grader, U of Washington, Seattle, WA ; EDPSY 406, ECFS 301, EDUC 473, EDUC 351, ECFS 200	2018-2021
	Writing Facilitator, Ballard High School, Seattle, WA	2019-2021
	Tutor, Ballard High School, Seattle, WA	2019-2021
	Public Educator, Philadelphia Zoo, Philadelphia, PA	2017
	Teaching Assistant, U of Pennsylvania, Philadelphia, PA	2017
	Classroom Assistant, Water Works Foundation, Philadelphia, PA	2016-2017
Service	Advocacy and Treasurer, Black Graduate Student Association, Seattle, WA	2020-Present
	Board Member, Estelita's Library, Seattle WA	2020-Present
	Graduate Student Advisory Board Member, GO-MAP, Seattle, WA	2020
	Football Coach, Ballard High School, Seattle, WA	2019-Present
	Project Manager, NorthStar Cycling, Seattle, WA	2020-Present
	Co-facilitator, Open Book Sessions, Seattle, WA	2020
	Student-Athlete, U of Pennsylvania, Philadelphia, PA	2013-2017
	Scribe, Sphinx Senior Society, Philadelphia, PA	2017
	Vice President, Uplifting Athletes, Philadelphia, PA	2016-2017
	Rescue Dog Photographer, Various Locations	2015-2020
Awards	CBO Comprehensive Plan + Community Education/Research Grant (\$60,000)	2022

	Foundry10 Trades Grant, Seattle, WA (\$25,000)	2021
	REI Community Grant (\$30,000)	2021
	Equitable Development Initiative, Seattle, WA (\$75,000)	2021
	Neighborhood Matching Fund (\$50,000), Seattle, WA	2021
	Black Opportunity Fund, Seattle, WA (\$3,000)	2021
	Johnson, Vivian Cady Endowed Memorial Scholarship, Seattle, WA (\$4,000)	2020
	Community Partners Fellowship, Seattle, WA	2019-2021
	Education Faculty Endowed Scholarship, Seattle, WA (\$3,000)	2019
	SEED Grant, U of Washington, Seattle, WA (\$1,000)	2019
	Merit Scholarship, U of Pennsylvania, Philadelphia, PA	2018
	Dean's List, U of Pennsylvania, Philadelphia, PA	2018
	Carlson, Pearl Strand Fellowship, Seattle, WA	2019
	Ivy League Football Champion, U of Pennsylvania	2015, 2016
	Rare Disease Champion, Philadelphia, WA	2016
Conferences	Symposium, American Education Research Association, San Diego, CA	2022
	Symposium, ISLS Annual Conference, Virtual	2022
	Panel Discussion, Int'l Conference on Education & Justice, Virtual	2021
	Session, National Science Teacher Association, Portland, OR	2021
	Table Discussion, Decolonizing Education Conference, Tacoma, WA	2021
	Symposium, American Education Research Association, Virtual	2021
	Roundtable, American Education Research Association, Virtual	2021

	Paper Presentation, Learning Sciences Graduate Student Conference, Madison, WI	2020
	Paper Presentation, AERA Division D, In-progress Research Gala, San Francisco, CA	2020
	Poster Presentation, National Association of School Psychologists, Baltimore, MD	2020
	Poster Presentation, Child & Nature Conference, Oakland, CA	2019
Talks	CCC Professional Development Workshop, College of Education Faculty Invited by Faculty Council	2022
	Panelist, Graduate School Equity Summit, U of Washington, Seattle, WA	2021
	Guest Lecture, Portland Traffic and Transportation Class: The New Evolution, Portland State University	2021
	Guest Lecture, Therapeutic Design (L ARCH 498), U of Washington	2021
	Guest Lecture, CEP Capstone Project (CEP 460), U of Washington	2020
	Faculty Senate Panel, U of Washington, Seattle, WA	2020
	Racial Ambiguity Panelist, Dream Collective, Virtual	2020
	Panelist, Community Engagement & Education Leadership Center, Virtual	2020
	Workshop Facilitator, JumpStart @ UW, Seattle, WA	2020
	Keynote Speaker, Racial Social Justice & Equity PTA Meeting, Seattle, WA	2019
	Facilitator, Faculty of Color Panel, Seattle, WA	2019
	Guest Lecture, Learning In and Across Settings, U of Washington	2019
	Critical Race Conversations, Ballard HS, Seattle, WA	2019

	Panelist, Our PENN, Philadelphia, PA	2017
	Orphan Disease Research Center, New York, NY	2016
Authored	Germinaro, K. , (accepted) "Healing through Geographies: A Spatial-Learning Analysis and Praxis", <i>Journal of Critical Thought and Praxis</i> .	2022
	Germinaro, K. (2022). In Between the Lines: Black and Brown Adolescents Creating a Homeplace Across School Settings. <i>Urban Education</i> , 00420859221086519.	2022
	Germinaro, K. , Dunn, E., Polk, K. D., de Vries, H. G., Daugherty, D., & Jones, J. (2021). <i>Diversity in Outdoor Education: Discrepancies in SEL Across a School Overnight Program</i> . <i>Journal of Experiential Education</i> , 10538259211040185.	2021
	Frey, K. S., McDonald, K. L., Onyewuenyi, A. C., Germinaro, K. , & Eagan, B. R. (2021). "I Felt Like a Hero:" Adolescents' Understanding of Resolution-Promoting and Vengeful Actions on Behalf of Their Peers. <i>Journal of youth and adolescence</i> , 50(3), 521-535.	2021
	Frey, K. S., Nguyen, H. A., Kwak-Tanguay, S., & Germinaro, K. (2021, February). What Do Honor and Face Norms Have to Do with Peer Relations? Adolescents Make Sense of Revenge. In <i>International Conference on Quantitative Ethnography</i> (pp. 348-361). Springer, Cham.	2021
	Contributing Author, The Wellbeing for Life and Learning Guidebook , Seattle, WA	2020

Equitable Development Initiative Advisory Board

13 Members: Pursuant to *Ordinance 119887*, *all* members subject to City Council confirmation.

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- **3** City Council-appointed
 - **3** Mayor-appointed
 - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
			2.	Member	Evelyn Allen	3/1/2021	2/28/2023	1	Mayor
			3.	Member	Vacant	3/1/2022	2/28/2025		Mayor
			4.	Member	Lindsay Goes Behind	3/1/202	2/28/2025	2	City Council
			5.	Member	Abdirahman Yusuf	3/1/2021	2/28/2023	1	City Council
			6.	Member	Kaleb Germinaro	3/1/2022	2/28/2024	1	City Council
			7.	Member	Mark R. Jones	3/1/2021	2/28/2023	1	Board
			8.	Member	Jamie Madden	3/1/2022	2/28/2024	1	Board
			9.	Member	Willard Brown	3/1/2021	2/28/2023	1	Board
			10.	Member	Diana Paredes	3/1/2022	2/28/2025	1	Board
			11.	Member	Quanlin Hu	3/1/2021	2/28/2023	1	Board
			12.	Member	Maria – Jose “Cote” Soerens	3/1/2021	2/28/2023	1	Board
			13.	Member	Sophia Benalfew	3/1/2022	2/28/2025	1	Board

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	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


File #: Appt 02223, **Version:** 1

Reappointment of Lindsay Goes Behind as member, Equitable Development Initiative Advisory Board, for a term to February 28, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Lindsay Goes Behind</i>		
Board/Commission Name: <i>Equitable Development Initiative Advisory Board</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 3/1/2022 to 2/28/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>White Center/ Westwood Village</i>	Zip Code: <i>98106</i>	Contact Phone No.:
Background: As a member of the urban Native American community here in Seattle, comprised of over 300 Indigenous nations and about 90,000 people, I bring forward my traditional teachings and values in addition to my professional experiences to the work to right the ongoing inequities throughout the city and rampant gentrification and commodification of housing and land access which too often leaves out LGBTQ2S+, low income, and communities of color in the pursuit of self-determination and prosperity. The Equitable Development Initiative is a fantastic example of how government can and should work with community groups and members to bring their strategic vision, wisdom, and creativity forward when determining access to resources that are vital to combat the systemic support of land development which seeks to build and contain wealth within a small sector of the population. I would be proud to join the EDI Advisory Board to aid in this work and provide a perspective that is often not included at tables such as this.		
Authorizing Signature (original signature):  Date Signed (appointed): 05/27/22		Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Lindsay Goes Behind

Education

Western Washington University

Bachelor of Arts, Human Services, 2000

University of Washington

Master's in Social Work, 2010

Professional Experience

Na'ah Illahee Fund, Managing Director, 3/18-present

- Responsible to manage the day-to-day financial activity and operations including internal programming, fiscal sponsorships, and developing and special projects as needed.
- Develop budgets in collaboration with Leadership team and ensure that Program Managers have up to date program expense budgets as well as overall updating of Organizational budget to actuals.
- Responsible for support and supervision of Program Managers and Admin team staff.
- Oversee general bookkeeping, program planning/development, human resources, grant/contracts compliance support, office administration, and technology support.
- Build organizational systems, policies, and procedures to increase efficiency and equity as well as support compliance and accountability.
- Support Leadership team and staff in strategic decision-making regarding funding, programming, and organizational structure.
- Responsible for HR and personnel policies and procedures.
- Lead Land Conservancy policies, procedures, and site acquisition for NIF and affiliated community groups.

Yoga Behind Bars, Program & Administrative Coordinator, 11/17-present

- Responsible for Little Green Light database management and upkeep
- Maintain up to date program information on website and social media accounts
- Schedule and coordinate programming in 18 correctional facilities across WA state
- Responsible for managing, coding, organizing, and reporting monthly spending to bookkeeper in addition to staff and volunteer reimbursements. Organize office space and stock with needed supplies to maintain optimal office functioning.
- Maintain excellent, timely communication for and about the organization internally and Externally.
- Manage financial transactions, communication, registration, and planning for YBB trainings
- Coordinate and support volunteers and instructors

Native American Youth & Family Center (NAYA), Health Policy Manager/Policy Coordinator – Future Generations Collaborative, 9/15 – 9/17

- Provide support, professional development, and supervision for 6 employees.

- Create budgets and oversight for 10 grants/funding sources including timely reporting, accurate and responsible financial management, and payroll dissemination.
- Facilitate education, training, and volunteer opportunities on trauma Informed practice, healing from trauma (intergenerational, systemic, interpersonal, etc.), external and internal policy making and policy advocacy to Community Health Workers and Elder/Natural Helper volunteer cohorts.
- Coordinate, facilitate, and create agenda for monthly action planning meetings with FGC membership and partners.
- Prepare and submit as needed project work plans to community partners, grant reporting to grantees, and input data to NAYA's internal database.
- Develop communications plan including formulating and vetting talking points, media releases and other communications.
- Coordinate, schedule, and support volunteers to participate in community advocacy opportunities.
- Assist with and serve as internal coordinator for the assessment, research and evaluation activities
- Plan, coordinate and evaluate a culturally-relevant community-based planning process
- Align strategies and work closely with affiliated organizational programs including environmental justice, community development, and youth and education services.

Sisters Of The Road, Volunteer/Outreach Co-Manager, 3/12 to 9/15

- Responsible for volunteer recruitment, training, scheduling, supervision, retention, and recognition.
- Present at community events, workshops, and conferences about SOTR's history/mission/vision as well as poverty, houselessness, and criminalization based on housing status.
- Support the development and improvement of collective management systems, procedures, and policies across the organization.
- Co-lead Grievance Resolution Team, Organizational Budget Committee, Board Recruitment/Training Committee, Safety Committee, and Collective Management Workgroup. Interim HR co-manager for 8 months.
- Create yearly workplan and budget for volunteer program and the organization as a whole.
- Facilitate staff meetings, retreats, and trainings on topics such as collective management, non-violence/de-escalation, racial justice/anti oppression social work, and human and civil rights.
- Prepare and routinely update written and electronic outreach and volunteer materials.
- Prepare monthly volunteer e-news letter as well as material for SOTR's monthly e-news, quarterly newsletter, twitter and facebook accounts, as well as fundraising drives.
- Responsible for monthly volunteer data inputted into SAGE database system.

Parents Organizing For Welfare and Economic Rights (POWER), Advocate, 4/08-7/10

- Create and present varied workshops on subjects such as: environmental and reproductive justice, anti-poverty feminist organizing, women of color combating

poverty and the welfare system, legislative process & lobbying, and welfare rights both locally and nationally including Econvergence and the U.S. Social Forum.

- Organize direct actions such as the Martin Luther King Day Poor People's Summit/March and the Poor People's Block Party.
- Assist in the creation & publication of POWER's legislative platform as well as scheduling constituent meetings with legislators.
- Plan & facilitate weekly volunteer meetings as well as monthly POWER which included securing child care, refreshments, recording of and dissemination of meeting notes, publicizing meetings and events, coalition building with other local social change organizations and community social service agencies.
- Create and develop successful fundraisers as well as writing and securing grants.
- Managed grant budgets, administered petty cash, maintained financial records for grants and petty cash.

Lummi Children Services, Lead Social Worker/Foster Home Licenser, 5/00-9/05

- Maintained agency & foster home licensure as well as recruitment, training, and supervision to potential tribal foster parents.
- Reporting and statistic gathering for federal and state grants.
- Detailed record keeping, case file documentation, and statistics.
- Represented the Lummi Nation in Tribal/State Working Agreement negotiations.
- Advocated for funding and other ICW program needs before Lummi Tribal Council & DCFS.
- Managed 40 dependency cases involving children ages birth to 17 & their families.
- Supervised & trained 4 case workers & 2 parent outreach staff

Professional References:

Ximena Narvaja, Operations Director, Yoga Behind Bars –

Jillene Joseph, Executive Director Native Wellness Institute/FGC Community Engagement Coordinator -

Ashley Thirstrup, Director Youth & Education Services, NAYA 2006-2016 –

Monica Beemer, Executive Director, Sisters Of The Road 2003-2014

Equitable Development Initiative Advisory Board

13 Members: Pursuant to *Ordinance 119887*, *all* members subject to City Council confirmation.

- a) Initial members in positions 3, 6, 9, 12, and 13 shall be members of the Equitable Development Initiative's Interim Advisory Board as of the effective date of this ordinance
 - b) The initial terms for positions 1, 3, 4, 6, 8, 10, and 13 shall be one year
 - c) The initial terms for positions 2, 5, 7, 9, 11, and 12 shall be two years
 - d) All subsequent terms shall be for three years. With the exception of initial positions 3, 6, 9, 12, and 13 no member shall serve more than two consecutive three-year terms
- **3** City Council-appointed
 - **3** Mayor-appointed
 - **7** Other Appointing Authority-appointed (specify): Initial appointments by Interim Advisory Board, subsequent appointments by Advisory Board

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Member	Cesar Garcia	3/1/2021	2/28/2022	1	Mayor
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SELF-IDENTIFIED DIVERSITY CHART

	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

File #: Appt 02224, **Version:** 1

Appointment of Maria Barrientos as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



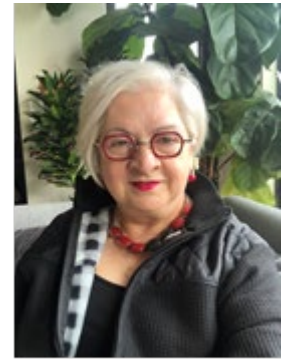
City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Maria Barrientos</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Local Community Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Queen Anne</i>	Zip Code: <i>98119</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <p>Ms. Barrientos owns BarrientosRyan, which has developed, acquired, managed, and financed in excess of 70 properties in Seattle, with a focus on urban infill, large civic projects, placemaking, and building strong relationships with the surrounding community.</p> <p>She has lived in Queen Anne for 33 years and has been immensely involved with her community in that time, serving on over 25 boards and commissions, including as chair of the Uptown Design Guideline committee and a participant in the development of the Queen Anne Neighborhood Design Guidelines. She is a passionate advocate for affordable housing.</p> <p>Ms. Barrientos earned a degree in marketing, real estate, and advertising from The University of Texas at Austin.</p>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.



barrientos RYAN LLC Maria Barrientos



barrientosRyan made a commitment to being a woman-only firm several years ago. We are a minority owned, women owned firm.

Maria has successfully developed, acquired, managed and financed in excess of 70 development properties in Seattle totaling over \$1 billion worth of real estate development projects.

Ms. Barrientos has received many awards including one of the most influential urban-infill developers in Seattle, was named a 2015 Puget Sound Business Journal "Woman of Influence", and is categorized by her peers as innovative, thoughtful, and creative. Maria is considered a thought leader and has also been called a "solution-based" community developer by many.

Maria spends considerable amounts of time as a volunteer with numerous community-based organizations and is very civically involved and serves on politically appointed committees in the city of Seattle and King County, focused of land use and equitable housing policies.

As a company, Barrientos Ryan has a unique niche in Seattle, developing in the dense neighborhoods surrounding downtown focused on place-making and customizing their projects to meet the needs of the people who will live in these communities. The 2nd niche BR has developed is working on large civic projects including cultural arts facilities.

Experience and Attributes pertinent to working with the Seattle Storm on their proposed practice facility:

Deep and broad understanding of the development and construction industry with expertise in execution and highly experienced project managers.

Collaboration, critical thinking skills, problem solving & vast experience working with both our team and external consultants - all driven by being service oriented

Experience developing complicated properties, and experience and knowledge of ongoing asset management which leads to a depth of understanding regarding systems within a building to keep ongoing operating budgets efficient in the future.

Maria is a good strategic thinker and is very well connected in the RE Development world with strong relationships with peers and colleagues. In the industry

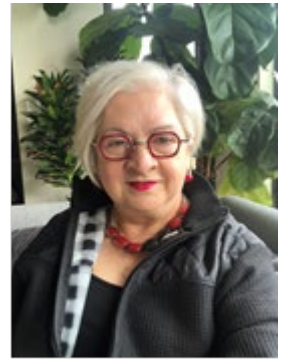
One of Maria's attributes is being a good listener, which leads to a drive to understand what each issue is about so a solution can be developed that incorporates the values and goals for each project and its development partners. We truly walk the walk of win-win solutions with those we interact with.

Maria provides an expertise in land use regulations and process that is critical to understanding how a project can be accomplished, with solid relationships with government officials.

Maria has a strong understanding of financing and financing mechanisms (including bonds)



b a r r i e n t o s R Y A N L L C
M a r i a B a r r i e n t o s

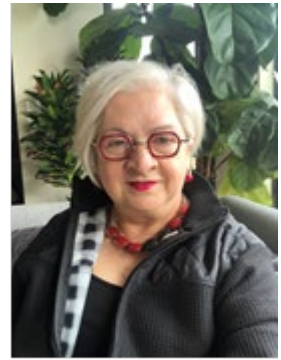


and with developing limited partnerships, joint venture partnerships, and complicated public private partnerships.

bR has developed many organizational processes for managing successful project, communications protocols, tracking & reporting systems, cost controls, budgeting, and constant value analysis that weighs capital costs, maintaining a long term asset, and operating expenses.

Experienced at developing legal agreements, contract, and contract negotiations,

bR is considered one of the best at developing and maintaining strong relationships with the people in the communities we build in. We excel in community outreach.



RECENTLY COMPLETED MULTI-FAMILY MIXED USE PROJECTS

LOUISA HOTEL

A 100 Unit Mixed Use Apartment Development Project in the International District. This is an acquisition of an old historic building that is being renovated into work force housing. bR remains as the Asset Manager for this building.

CENTER STEPS-

A 269 Unit Mixed Use Apartment Development Project on Mercer across from Seattle Center renovated into work force housing.

UNDER CONSTRUCTION:

21 BOSTON: SAFEWAY ON QUEEN ANNE MIXED USE PROJECT

Construction is ready to start in September on this 325 Unit Mixed Use Apartment Development Project located at the corner of Boston and Queen Anne Avenue includes building a new 50,000 SF Safeway store with 3 separate buildings of residential units above the store

PROJECTS IN PLANNING

Seattle Storm Practice Facility

Maria is working with Force 10 Hoops, to develop a new state of the art basketball practice facility for women by the women owned WNBA team

B45 – Residential High Rise located on 45th

Construction is ready to start in September on this 355 Unit Mixed Use Apartment Development Project located in the University District.

1200 45th Residential Tower

A 240 Unit (24 story) Mixed Use Apartment Development Project located at the corner of 12th and Roosevelt in the University District. Construction expected mid to late 2020

Northaven Apartments

Mixed Use Housing with a large day care center on 1st floor with affordable work-force housing above.

Youth Care Academy

bR is acting as development consultant/owner's representative on this mixed use project which includes offices, counseling offices, work training facility and housing for homeless youth located on Capitol Hill.

Grand Street Commons

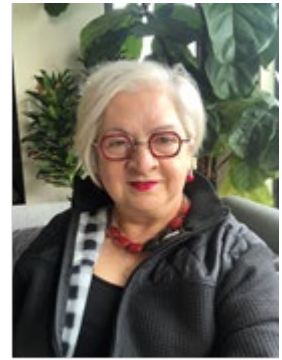
bR is working with Mount Baker housing to manage this Joint Venture project which combines affordable and market rate housing in the Rainier Valley.

Union Bay Place

A 98 Unit Mixed Use Apartment Development Project located on Union Bay Place, just east of U-Village. Construction expected late 2019



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COMPLETED PROJECTS

THE CORA APARTMENTS at 305 First W - Mixed Use Apartment Development Project

THE PARSONAGE APARTMENT at 4132 Brooklyn -

LEXICON Apartments at 120 Harvard Ave E

RUBIX - Mixed Use Apartment Development Project

Youngstown Flats - Mixed Use Apartment Development Project

Ruby Condominiums - Mixed Use Apartment Development Project

The CHLOE - Mixed Use Apartment Development Project

Packard Building - - Mixed Use Apartment Development Project

The Pearl - Mixed Use Apartment Development Project

The Bernard - Mixed Use Apartment Development Project

The Gilbert - Mixed Use Apartments on Queen Anne

705 South Weller - Mixed Use Apartment Development

Earnestine Anderson Place for LIHI

Ballard Senior Housing

Boston Crest & 5 AW Apartments in Uptown

CULTURAL ARTS FACILITIES AND OTHER PROJECTS:

Marion Oliver McCaw Hall

Seattle Art Museum: Olympic Sculpture Park

Village Theatre First Stage

Village Theatre - Everett

Seattle Asian Art Museum

Urban League Village at Colman School

Seattle University Performing Arts Center

St. Mark's Episcopal Cathedral

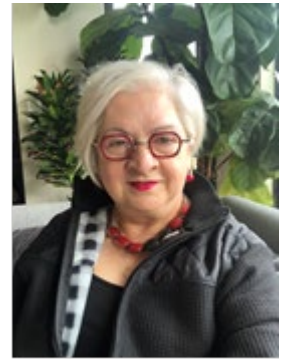
5th Avenue Theatre

Mann Building Renovation (Wild Ginger Restaurant)

Union Station Renovation for Sound Transit New Headquarters



b a r r i e n t o s R Y A N L L C
M a r i a B a r r i e n t o s



OTHER HOUSING PROJECTS (developed while a partner at Lorig Associates)

Seattle University Student Housing (Murphy Apartments)

Uwajimaya Village Mixed Use Apartments and grocery store

Bailey Boushay for AIDS Housing of Washington.

Cal Anderson House Apartments for People Living with AIDS.

Lyon Building Renovation for AIDS Housing of Washington

Commodore Duchess Apartments (Student Housing at UW)

Lincoln School Apartments, Eugene, Oregon

Cliff Street Lofts Apartments

Sound Transit's Link Light Rail Space in SODO

Eagles Auditorium for A Contemporary Theatre (ACT)

Paramount Theatre Renovation

Village Theatre –Main Stage (Issaquah)

Overlake Golf and Country Club

45th Street Community Health Clinic

Central Youth & Family Services Administrative Offices/Building

Seattle Tennis Club Renovation

community and board activities

Current:

Pacific Real Estate Institute, President

Uptown Alliance, Executive Committee Member

Uptown, Chair of Land Use Review Committee

University District Business Improvement association

Seattle 4 Everyone – housing advocacy

Puget Sound Business Journal Advisory Committee Member

PSBJ Awards Advisory Committee

2WH Board Member and Treasurer

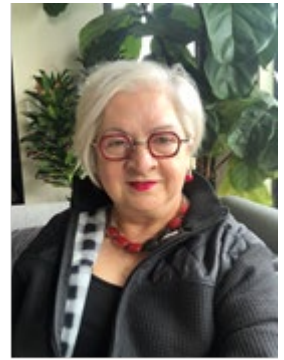
Previous:

Urban Land Institute, MF Housing Product Council Member + Executive Committee Member

Mentor and Advisor to many



b a r r i e n t o s R Y A N L L C
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Pike Pine Urban Neighborhood Council/Capitol Hill LURC
Mayor's Housing Affordability + Livability Committee
City's Design Review Advisory Committee
Seattle University Major Institution Master Plan, Community Advisory Committee Member
International District Public Development Authority, Board Member Woodland Park Zoo Board Member
Seattle University Board of Regents
Capitol Hill Chamber of Commerce
Capitol Hill 2020 Committee + Leadership Council
Capitol Hill Urban Co-Housing Developer and Mentor
City Seattle, New Market Tax Credit Advisory Board Member
Rainier Club, Board Member
City of Seattle Design Review Board for Magnolia, Queen Anne, South Lake Union
Pacific Northwest Ballet - Board Member
Historic Seattle Public Development Authority, Member and Chair, Development Committee
City of Seattle Public/Private Partnership Panel
City of Seattle Transferred Development Rights Advisory Group Member
City of Seattle Affordable Housing Advisory Committee Member (several times)
WACED, Washington Academy of Community and Economic Development.
Village Theatre, Board Member
ARCADE Magazine, Board Member
Seattle Parks Department Interbay Golf Course Mgmt Committee
Wintonia Low Income Housing Project, Past Board Member and Building Committee Chair
Central Youth and Family Services, past Board President
Pike Place Market PDA, past Council Member

Municipal Golf of Seattle, past Board Member and Chair

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02225, **Version:** 1

Appointment of Brenda L. Baxter as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Brenda L. Baxter</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Development Professional</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Hillman City</i>	Zip Code: <i>98118</i>	Contact Phone No.: [REDACTED]
Background: <p>Ms. Baxter has fifteen years of experience in design, construction, and real estate development in the Pacific Northwest. She is Senior Project Manager at Jones Lang LaSalle performing a wide range of roles including development, design, and construction management; space planning; feasibility studies; and capital and cost management.</p> <p>Previously, Ms. Baxter worked on the Washington State Convention Center Addition as a Project Manager at Pine Street Group. In this collaborative experience, Ms. Baxter served on the design team and interacted with many civic and community organizations including the Design Review Board, Seattle Design Commission, and Landmarks Board.</p> <p>Ms. Baxter earned Bachelor of Architecture and Bachelor of Construction Management degrees from the University of Washington.</p>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

EDUCATION

UNIVERSITY OF WASHINGTON - [SEATTLE, WA]

B.A. Architecture, June 2008

B.S. Construction Management, June 2009

PROFESSIONAL EXPERIENCE

JONES LANG LASALLE

PROJECT DEVELOPMENT SERVICES (PDS) - SENIOR PROJECT MANAGER - [MAY 2021 - PRESENT]

- Development management, design and construction management, capital and cost management, multi-site, multi-market delivery, relocation management, space planning, feasibility studies, building survey and audit services, lease and sublease support, and schedule management.
- Instrumental business development, interview, and sales experience.

PINE STREET GROUP LLC.

WASHINGTON STATE CONVENTION CENTER ADDITION (WSCCA) - PROJECT MANAGER - [2017 - 2021]

- Overarching design team and consultant management. Including scheduling, in depth collaboration across disciplines, document control, and construction administration support.
- Integration of WSCC operational needs during design development and ongoing during construction.
- Quality assurance and controls oversight.
- Seattle design commission, entitlements, historic landmark, design review board, and permitting support.
- Coordination with 4Culture, Transpo, KC Metro, SDOT, and numerous other city agencies.
- Public art program design guidance, scheduling, and construction integration.
- Retail space planning, leasing, operations, and tenant coordination.
- Residential and Office Co-Development tower design and permitting guidance.

TURNER CONSTRUCTION COMPANY - [SEATTLE, WA]

2ND & PINE APARTMENTS - EXTERIOR ENVELOPE MANAGER - [2015 - 2017]

- Luxury 40-story, 576,425 SF residential tower with 398 residential units and 3,000 SF of retail space.
- Oversight of all facets of multiple trades through pre-construction, construction, and closeout.
- Continuous focus on operations, process improvement, lean philosophies, and quality control.

SPECIAL PROJECTS DIVISION - PROJECT MANAGER [2008 - 2015]

- Management of multiple high-end projects and occupied renovations simultaneously.
- Management, training, and development of multiple project teams.

SAMPLE OF PROJECTS

George F. Russell Hall Jr. Hall	Seattle, W.A.
Concur Technologies Headquarters	Bellevue, W.A.
K&L Gates LLP Offices	Seattle, W.A.
DocuSign Offices @ Russell Investments	Seattle, W.A.
Allrecipes.com Headquarters	Seattle, W.A.
Boeing Northwest Executive Offices	Everett, W.A.
Boeing Medical Center Relocation	Everett, W.A.
Boeing 777x Leased Building Buildouts	Everett, W.A.
BitTitan Cloud Enablement Offices	Kirkland, W.A.
American Express Centurion Lounge	SeaTac Airport

YOUNG PROFESSIONALS OF SEATTLE

BOARD MEMBER & DIRECTOR OF EVENTS - [2012 - 2017]

- A networking organization emphasizing professional development, volunteerism, and facilitating young professionals to make connections.
- Management of the events committee, monthly networking events, as well as various special events.

AMBIA INC. ENDURING ARCHITECTURE - [SEATTLE + OLYMPIA, WA]

INTERN ARCHITECT [2007 - 2008]

- Assisted within the residential, educational, and governmental studios.

BRENDA L. BAXTER

[REDACTED]

[REDACTED]

PROFICIENCIES

- Project management tools such as Procore, Fieldwire, Trello, OneNote, SharePoint, and PlanGrid.
- Outlook, Excel, Microsoft Office, Microsoft Project, BlueBeam, AutoDesk-CAD, Microsoft Teams, and ZOOM.

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02226, **Version:** 1

Appointment of Troy Britt as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Troy Britt		
Board/Commission Name: Design Review Board		Position Title: Landscape Design Professional
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Squire Park	Zip Code: 98122	Contact Phone No.: Business phone # - NOT personal phone #
Background: <p>Mr. Britt is a Landscape and Urban Designer at Jett Landscape Architecture & Design specializing mixed-use communities, transit-oriented development, and affordable housing projects across the Puget Sound region. He previously held positions in landscape and urban design in Colorado.</p> <p>Mr. Britt is motivated by the need for sustainable planning and development to bolster climate resilience and social and economic equity. He is also a proponent of participatory design to foster compromise between municipalities, developers, and communities to create meaningful places.</p> <p>Mr. Britt earned a Bachelor of Fine Arts degree from Kansas State University followed by a Master of Landscape Architecture at the University of Colorado Denver. He also achieved EcoDistricts A.P. and SITES A.P. accreditation.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: Dan Strauss Councilmember, District 6

*Term begin and end date is fixed and tied to the position and not the appointment date.

Hello I'm Troy Britt



Skills

My previous work fosters a desire to connect communities to their surroundings through creative place-making and culturally appropriate urban design. With experience in campus, cultural, transportation, and open space planning, I bring a keen understanding of urban development through the lens of sustainability strategies to efficiently arrive at appropriate design solutions for all users and stakeholders.

Experience

JUNE 2021 - PRESENT

Jett Landscape Architecture + Design, Seattle, WA – *Landscape + Urban Designer*

- Specializing in landscape and urban design for mixed-use communities, transit-oriented developments (TOD's), and affordable housing projects in the Puget Sound region.
- Sustainable site development and planning for climate resilience.

MARCH 2020 - JUNE 2021

Ecoscope Environmental Design, Boulder, CO – *Landscape Designer | Site Design Consultant*

- Sustainable site design and development for new and existing homes in Boulder County.
- Landscape design and construction services closely navigating zoning codes set forth by the City and County of Boulder, Colorado.

AUGUST 2019 - FEBRUARY 2020

Tryba Architects, Denver, CO – *Urban Designer*

- Master planning and design for mixed-use developments and office campuses with integrated park and trail systems.
- Coordinate participatory design and outreach efforts between clients and municipalities.
- Assist in design guidelines and zoning requirements for new building developments.

Education

SEPTEMBER 2016 - MAY 2019

University of Colorado Denver, Denver, CO – *Master of Landscape Architecture*

SEPTEMBER 2011 - DECEMBER 2014

Kansas State University, Manhattan, KS – *Bachelor of Fine Arts*

Awards

MAY 2019

ASLA Central States Award | Community Merit – *The Meadow, Manhattan, KS*

MAY 2018

Sigma Lambda Alpha (Landscape Architecture Honors) – *University of Colorado Denver*

MAY 2018

Dana Crawford Endowed Scholarship – *University of Colorado Denver*

Accreditations | Affiliations

MAY 2020-22

SITES A.P. – *Sustainable SITES Initiative* – USGBS

DECEMBER 2020-23

EcoDistricts A.P. – *EcoDistricts: Neighborhoods for All*

DECEMBER 2021

Congress for New Urbanism (CNU) – *Member*

JULY 2020

U.S. Green Building Council – *Emerging Professional*

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02227, **Version:** 1

Reappointment of Penn DiJulio as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Penn DiJulio</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Development Professional</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Ravenna</i>	Zip Code: <i>98115</i>	Contact Phone No.: [REDACTED]
Background: <p>Mr. DiJulio is a Senior Development Manager at Touchstone Development with almost 15 years of experience working in construction and project management in the greater Puget Sound region. His work involves all aspects of the development process, from acquisition to project closeout and transition. His primary focus is managing development opportunities to procure entitlements and permits, and managing each project through the design, pre-construction, and construction phases. Mr. DiJulio's work experience includes urban development, hospitality, mixed-use, multifamily, and single-family residential development.</p> <p>Mr. DiJulio holds a Bachelor of Arts degree in Philosophy from the University of Washington and a certificate from the Stanford Graduate School of Business.</p>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

PENN DIJULIO

Key Skills and Experience:

- Concept/Design Management
 - Construction Management
 - Permitting
 - Entitlements
 - Contract Negotiation
 - Issue Management and Resolution
-

PROFESSIONAL EXPERIENCE

TOUCHSTONE DEVELOPMENT Seattle, WA July 2019-Present

Full service Development company located in Seattle, Wa focusing on urban development and mixed use projects.

Senior Development Manager

As the Senior Development Manager, I am involved in all aspects of the development process, from strategic input during acquisition and due diligence phases to project closeout and transition. My primary focus is the management of development opportunities to procure entitlements and permits and management of each project through design, pre-construction, and construction phases, including tenant improvement.

WHITE PETERMAN PROPERTIES, INC Merrillville, IN/Seattle, WA July 2015-June 2019

Full service Hotel and Multi-family developer located in northern Indiana.

Vice President of Construction

Responsible for managing design, permitting, and construction throughout the Pacific Northwest of all WPPI properties including 234 guestroom AC Marriott Hotel in Bellevue, WA, 243 unit apartment building in Redmond, WA, 138-unit wood frame residential building in the Roosevelt Neighborhood and 200-Room AC Marriott Hotel in Denny Triangle. Sourcing and due diligence support for out-of-state development team on all tied-up and sourced properties throughout the due diligence process.

WOOD PARTNERS, Seattle, WA/Irvine, CA/Portland, OR May 2014-July, 2015

Atlanta-based residential development company with offices across the United States.

Construction Manager

Project: Block 17 Apartments, Portland Oregon: 17-story concrete tower and 5-story wood framed building, 281 luxury apartments, LEED Silver.

Construction Manager/Owner's representative responsible for seamless development, design and construction processes. Project was delivered, with the help of a sound general contracting team, on time and within budget including a number of developer and equity partner upgrades.

- Senior level support in pre-development and pre-construction and construction of two additional high rise apartment towers located in Seattle, WA, and several other pursuits in Portland, OR.

WALSH CONSTRUCTION, Seattle, WA/Chicago, IL December 2012-May 2014

Chicago-based general contracting, construction management, and design-build firm recognized as one of the nation's top 15 contractors according to Engineering News-Record (ENR). Approximately \$4 Billion 2012 Revenue.

Project Manager

Project: Bellevue Marriott: 17-story, 384 Guestroom, LEED Silver Full-service hotel with 3 underground parking levels, Conference center, Ballroom spaces, pool, full service kitchen, restaurant and bar. GFA of approximately 325,000 sf.

MEP Project Manager for hotel project with heavy reliance on BIM practices and design assist/Value Engineering of all mechanical systems. Project management of other technical systems and oversight/mentorship of a staff of two Project Engineers and one APM. Project maintains heavy emphasis on GC design assist/design completion with alternative consultant management model as contracted by the owner.

- Primary focus on private client/negotiated work.
- Familiar with large project estimating for federal and public hard-bid, "plan and spec" sector.

ROBERTS-WYGAL CUSTOM BUILDER, Kirkland, WA

May 2010-December 2012

Private builder specializing in high-end, top-quality custom homes in and around the greater Seattle Area.

Project Manager

Implemented sound construction practices and organized business processes across entire company. Introduced goal-centered, metric-driven culture resulting in renewed client satisfaction and the award of additional \$2.4M in contracts to the company by a satisfied client. Responsible for client relations and management, architect and designer coordination, in-project estimating, project schedule, issue management, subcontractor scope definition, subcontract generation, cost accounting, quality control, and project administration.

- Projects Managed: \$10.5M home re-model/re-build project on Mercer Island, \$3.5M custom home build in Yarrow Point and a \$3.5M new home construction in North Seattle. \$1.5M remodel in North Seattle. \$2.5M remodel and new construction in Seward Park, \$3.5M New construction in Medina, \$2.5M interior and shell construction on Queen Anne, \$1.2M new addition in Bellevue
- Business Development and estimating to support company expansion goals.

THE HANOVER COMPANY, Seattle, WA/Houston, TX

November 2006-May 2010

Residential Development Company based in Houston, TX with approximately 250 employees and a 2008 development schedule valued at over \$1 Billion.

Assistant Project Manager**Projects: Olivian Tower - Seattle, WA; Ten-20 Tower - Bellevue, WA; Ashton - Bellevue, WA**

Challenged with pre-development, pre-construction, sub-contract and scope creation, contract negotiation, management of subcontractors, developers, architects and consultants, fiscal analysis, and scheduling for the construction of a 28-story, 327 Unit LEED Certified luxury high-rise apartment building in Downtown Seattle (Olivian Tower). Primary Management of approximately \$30M in construction subcontracts and assistant management of an additional \$50M in subcontracts of the \$109M Construction Budget.

- Ten-20 Tower and Ashton Bellevue: Additional project management of close-out/punch list and warranty work at two additional apartment buildings (approximately 500 units) following company "reorganization." Duties included management of MEP Coordination in preparation for building's tenant improvement work. Project completed, turned-over to management, and successful start of leasing on time and within budget.
- Negotiated all contract change orders to 66% of quoted value amounting to approximately \$1M in savings.

GRANITEROCK CO., Watsonville, CA

October 2002-November 2006

Malcolm Baldrige Award winning construction material supply and heavy civil construction company with over 800 employees serving the San Francisco Bay Area based out of Watsonville, CA

Manager, Total Quality Management (November 2002-November 2006)

Championed Total Quality Management initiatives and developed marketing and business strategy direction in all seven company divisions. Piloted company's complaint management system and provided consultation, root-cause analysis and Corrective and Preventive Action (CAPA) guidance to more than 500 issues per year. Developed customer surveys and process improvement to measure customer loyalty and satisfaction. Mentored and supervised 11 concrete and Asphaltic Concrete plant operators in company quality standards through Statistical Process Control (Six-Sigma Goals) of material batching accuracy, process capability determination, and root cause analysis to goal of zero defects.

EDUCATION**Stanford Graduate School of Business, Palo Alto, CA**

Certificate Program - Graduate School of Business Summer Institute, Summer 2004

University of Washington, Seattle, WA

B.A. Philosophy June 2002, Pre-medicine/Life Science Program Requirements, Dean's List

SOFTWARE PROFICIENCY

- MS Office Suite on PC and Mac Platforms-(Word, Excel, PowerPoint, Publisher,)

- Primavera p6 Scheduling software
- MS Project Scheduling Software
- CMiC Project Management Software
- Timberline Accounting and Project Management Software
- BidScreen XL estimating/take-off software
- Masterview Project Management Software
- NavisWorks (BIM software - navigation only)
- JD Edwards Accounting software and Crystal Reports

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02228, **Version:** 1

Appointment of Che Fortaleza as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Che Fortaleza</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Local Community Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Belletown</i>	Zip Code: <i>98104</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <p>Ms. Fortaleza has practiced architecture for 24 years and currently works as a project manager at Jackson Main Architecture. Her focus is on multifamily projects and her portfolio includes mixed-use, adaptive reuse, hospitality, retail, and industrial work.</p> <p>Ms. Fortaleza was born, raised, and educated in the Philippines, where she practiced architecture for 5 years prior to moving to America. She has also lived and worked in Tennessee, Colorado, and California, exposing her to a wide range of codes, cultures, and jurisdictions. She views design review as an opportunity to deeply engage with and serve her community.</p> <p>Ms. Fortaleza earned both a Bachelor of Science in architecture and a Bachelor of Fine Arts from University of Santo Tomas.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.



CHE FORTALEZA

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PROFILE

Exceptional project management skills. Key player in organizational change. Strong background in architecture and interior design. Results-oriented, focused, highly-organized professional with 20+ years of diversified project experience. Proven track record at different levels in all phases and aspects of architecture. Reputable and highly efficient leader. Excellent team player. Fosters strong client and consultant relationships. Pioneer in direct and strategic marketing. Expert in Client Satisfaction.

Project Types

- Mixed-Use Retail-Multi-Family, Student Housing
- Hospitality
- Corporate Retail
- Condominium and High-End Residential, Senior Housing
- Office Buildings, Tenant Fit-Outs, and BOMA Calculations
- Speculative Buildings and Adaptive Reuse
- Urban Design, Planning, and Site Development
- Restaurants, Retail, Art Studio, Hotels, Wellness Center, Salon and Spa
- Religious Buildings, Technical Colleges, Banks, City Hall, Correctional Facility, Medical Offices
- Industrial Facilities
- Forensic Architecture
- International Exhibitions, Museums, International Airport

EXPERIENCE

Project Manager, Jackson Main Architecture

Seattle, WA — June 2019 - Present

Focus on Multi-Family. Project Management.. Manages project team, schedule, production, coordination, and delegation. Works with local jurisdictions on design review and plan approvals, permit processing, and submittals. Construction administration, RFI and submittal process.

Project Manager, Stanton Architecture

San Francisco, CA — March 2017 - May 2019

Focus on Hospitality. Project Management, Team Building and Client Relations. Manages project team, schedule, budget and fees, production, coordination, and delegation. Works with local jurisdictions on plan review and approvals, project development, and permit acquisitions. Active involvement with the Standards Committee.

Architect/Project Manager, CR architecture + design

Seattle, WA — August 2014 - March 2017

Focus on Corporate Retail. Project Management, Team Building/Staff Allocations, and Client Relations. Managed project team, schedule, budget and fees, production, construction administration. Worked with different jurisdictions for plan approvals, permit acquisitions, inspections and certificates of occupancy.

Architect/Project Manager, Studio19 Architects, LLC

Seattle, WA — February 2014 - August 2014

Focus on Multi-Family and Micro-Housing. Heavily involved in direct marketing to Public Agencies, Prime Contractors, as well as Private Developers. Preparation of development potential, site analysis, and cost studies. Leader in client satisfaction and project management.

Architect/Project Manager, PWN Architects and Planners, Inc.

Greenwood Village, CO — October 2012 - February 2014

Focus on Senior Housing. Project management and execution of architectural and interior design services from marketing, planning, design, client and consultant coordination, code research, drawings production, bid clarifications, and construction administration.

Architect/Project Manager, METHOD Architecture

Chattanooga, TN — September 2008 - August 2012

Diversified practice with emphasis on Office Buildings, Tenant Fit-outs, and Adaptive Reuse. Project management and execution of architectural services from marketing, design, client and consultant coordination, code research, drawings production and specification writing, LEED documentation, bidding, contract negotiations, and construction administration. Performed post-construction services such as due diligence of existing conditions, BOMA calculations, and life safety building inspections. Highly involved with the practice and business management.

Project Manager, Tune Design Architecture and Interiors

Chattanooga, TN — March 2003 - September 2008

Diversified practice with emphasis on Speculative Buildings, Tenant Fit-outs, and Mixed-Use. Managed residential and commercial projects from marketing, team building and delegation, design, contract documents, construction administration to project close-out. Developed BOMA calculations and documentation standards for the firm. In-charge of all project and production scheduling and resourcing.

Intern Architect, SRE and Associates

Chattanooga, TN — September 2001 - February 2003

Diversified practice with emphasis on High-End Residential and Hospitality Prototypes. Worked on details, production, and coordination of architectural and engineering drawings. Introduced FormZ 3D modeling software and graphics development in Corel Draw. Developed company CAD standards and production manual.

Architect, Lor Calma and Associates

Makati City, Philippines — August 1997 - August 2001

Diversified practice with focus on high end custom design and Interior Architecture. Design conceptualization, production and coordination of working drawings, computer 3D modeling and physical model construction, project management, and construction administration. Systems administrator for the office network. Facilitated office file server and initial set-up of company web domain and email accounts.

CADD Technician, Gadi and Partners

Pasig City, Philippines — May 1997 - August 1997

Production of working drawings.

Apprentice, Lor Calma and Associates

Makati City, Philippines — April 1994 - May 1994

Manual drafting and detailing. Scaled model making.

EDUCATION

University of Santo Tomas, Manila, Philippines

Bachelor of Science, Major in Architecture — 1992-1997

Bachelor of Fine Arts, Major in Interior Design — 1991-1992

PROFESSIONAL DEVELOPMENT

National Council of Architectural Registration Boards (NCARB)

Certified, 2012

American Institute of Architects AIA

Architect Member, 2012

Tennessee Board of Architectural and Engineering Examiners

Registered Architect, 2012

American Institute of Architects, Tennessee State Chapter (AIA TN)

Associate Director, 2008

American Institute of Architects, Chattanooga Chapter (AIA Chattanooga)

Associate Director, 2007

American Institute of Architects, Tennessee State Chapter (AIA TN)

International Associate, 2004-2012

National Council of Architectural Registration Boards (NCARB)

Completed Intern Development Program, 2004

Professional Regulation Commission (PRC), Manila Philippines

Registered Architect, 2000

Continuing Education Courses

HONORS AND AWARDS

Stanton Awards 2018

Glass Half Full Award: Most Likely to Turn a Frown Upside Down

Stanton Architecture, Culture Committee

Presidential Award 2008

American Institute of Architects, Tennessee State Chapter

Service Award 2006

American Institute of Architects, Chattanooga Chapter

Employee of the Year 1997

Lor Calma Design and Associates, Inc.

SKILLS

- Excellent in Project Management, Organization, Client Relations
- Proficient in Revit, Bluebeam, Microsoft Office, Smartsheets
- Experienced in AutoCAD, Microsoft Project, ArchiOffice, Deltek, and Primavera Project Management Software, Speclink, Adobe Photoshop and InDesign

REFERENCES

Matt Lasse

Principal, Jackson | Main Architecture

[REDACTED]

David E. Lash

Sr. Associate Architect, PWN Architects and Associates, Inc.

[REDACTED]

Thomas M. Bartoo

President, Method Architecture

[REDACTED]

Design Review Board

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			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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


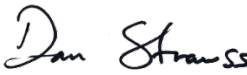
File #: Appt 02230, **Version:** 1

Reappointment of Ana Cristina Garcia as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Ana Cristina Garcia</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Landscape Design Professional</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Joint Mayor & Council</i>	Date Appointed: <i>mm/dd/yy.</i>	Term of Position: * <i>4/4/2022</i> to <i>4/3/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Magnolia</i>	Zip Code: <i>98199</i>	Contact Phone No.: <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Background: <p>Ms. Garcia is a trained Landscape Architect and works as a Designer at Gustafson Guthrie Nichol. Her work focuses on institutional, corporate, and civic projects. Prior to moving to Seattle, Ms. Garcia was a consultant and design team member at the Office of James Burnett, working on corporate landscape projects, and has additional professional experience at architecture and landscape architecture firms in Massachusetts and Hawaii.</p> <p>Ms. Garcia earned Bachelor of Arts degrees in architectural studies and Latin American studies at Hobart and William Smith Colleges in New York and a Master of Landscape Architecture degree from the Harvard Graduate School of Design. While a student, Ms. Garcia worked as a Teaching Assistant and Teaching Fellow for design, architecture, and teaching courses.</p>		
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>	

*Term begin and end date is fixed and tied to the position and not appointment date.

ANA CRISTINA GARCIA

EDUCATION

Harvard Graduate School of Design (GSD)
Master in Landscape Architecture
May 2018

Hobart and William Smith Colleges (HWS)
Bachelor of Arts
May 2014
Majors: Architectural Studies and
Latin American Studies
Minor: Studio Art

AWARDS/RECOGNITIONS

Phi Beta Kappa

Senior Architecture Prize for Leadership,
Service and Academic Achievement

Honors in Architectural Studies

Eric Cohler Internship and Travel Award

AFFINITY GROUPS

Jubilee Women's Center Seattle, WA
Volunteer

Climbers of Color Seattle, WA
Member










Women in Design Cambridge, MA
Member

SKILLS

Languages

English 
Spanish 

Software

Adobe 
Auto CAD 
Revit 
Vectorworks 
Rhinoceros 3D 
Grasshopper 
Lumion 
Sketch-Up 
ArcGIS 

EXPERIENCE

Gustafson Guthrie Nichol (GGN) Seattle, WA
Designer | July 2018-Present
Design Team member working on institutional, corporate and
civic project. Project Manager for Bellevue, WA based corporate
tech campus

Office of James Burnett (OJB) Boston, MA
Consultant | June - December 2017
Design Team member working on corporate landscape projects

Reed Hilderbrand LLC Boston, MA
Intern | Sep 2015-May 2016
Design Team member working on institutional and high-end
residential projects

Lemon Brooke Landscape Architecture Concord, MA
Intern | June-Aug 2015
Complete drawings for schematic and design development in
playground and residential projects

Minatoishi Architects Honolulu, HI
Intern | June-Aug 2014
Archival research and compilation of official documents for submittal
to the National Register of Historic Places

HWS Arts and Architecture Department Geneva, NY
Teaching Assistant | Jan-May 2014
Course: 3-D Design
Mentor students in work development

HWS Center for Teaching and Learning Geneva, NY
Lead Teaching Fellow | Aug 2013-May 2014
Plan and lead training sessions for Teaching Fellows in
various disciplines

HWS Center for Teaching and Learning Geneva, NY
Architecture Teaching Fellow | Aug 2012-May 2014
Tutor students in courses within the Architectural
Studies curriculum

HWS Arts and Architecture Department Geneva, NY
Teaching Assistant | Sept-Dec 2012
Course: Arch Design Studio I
Facilitate critiques and student work development

HWS Residential Education Geneva, NY
Resident Assistant | Aug 2011- May 2014
Program community events in Residential halls

Office of the Mayor | Jun-Aug 2011 Elizabeth, NJ
Co-Supervisor of the Youth Task Force
Community outreach on behalf of the Mayor

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/2021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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


File #: Appt 02231, **Version:** 1

Reappointment of Stewart Germain as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Stewart Germain		
Board/Commission Name: Design Review Board		Position Title: Development Professional
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Columbia City	Zip Code: 98118	Contact Phone No.: [REDACTED]
Background: <p>Mr. Germain is a registered architect and a real estate development professional with nearly twenty years of experience. He currently works as a Senior Development Manager at Skanska Commercial Development USA. Some of his projects include commercial highrise 2+U, 400 Fairview, and the University of Washington HUB building renovation. In addition to Skanska, Mr. Germain has worked for The Miller Hull Partnership as an Architectural Designer and Project Manager, J.A.S. Design-Build, and was a teaching assistant for studio and shop classes at the University of Washington College of Built Environments.</p> <p>Mr. Germain earned bachelor's and master's degrees in architecture from the University of Washington. He lives in Columbia City. Mr. Germain believes that for projects to be successful in this city, they must be sensitive to context, thoughtful, and promote inclusivity. Mr. Germain's commitment to the public includes serving on the Council on Tall Buildings in the Urban Habitat, The American Institute of Architects, and the National Council of Architectural Registration Boards.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: Dan Strauss Councilmember, District 6

*Term begin and end date is fixed and tied to the position and not the appointment date.

EMPLOYMENT

2013–	Skanska Commercial Development USA Senior Development Manager 400 Fairview 2+U
2012–2013	Skanska USA Building Senior Project Engineer UW HUB renovation
2006–2012	The Miller Hull Partnership Architectural Designer & Project Manager UCSD Science and Engineering Building South Tacoma Community Center Tacoma Community College Chemistry Building
2004–2006	University of Washington CBE Graduate teaching assistant Design-Build Studio & Wood+Metal Shop TA
2001–2005	J.A.S. Design-Build Carpenter, Designer, Site Superintendent

EDUCATION

2004–2006	Masters of Architecture University of Washington, Seattle
1996–1999	Bachelor of Arts - Architecture University of Washington, Seattle Study Abroad - Rome

REGISTRATION

State of Washington, 2019

AFFILIATIONS

Council on Tall Buildings in the Urban Habitat, CTBUH
AIA
NCARB

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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


File #: Appt 02232, **Version:** 1

Reappointment of Christian Gunter as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Christian Gunter		
Board/Commission Name: Design Review Board		Position Title: Development Professional
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: View Ridge	Zip Code: 98115	Contact Phone No.: [REDACTED]
Background: <p>Mr. Gunter is the Vice President of Development at Alexandria Real Estate. Prior to this role, Mr. Gunter was the Vice President of Skanska Commercial Development, where he was responsible for all aspects of development for the Seattle office, including acquisition, project vision, entitlements, design and construction management, marketing, community outreach, leasing, and project divestment. Projects he has worked on include commercial highrise 2+U in Seattle and multifamily residential Alley 111 in Bellevue. Previously, Mr. Gunter held leadership roles as Sellen Construction and Bentall Kennedy after starting his career in public policy as a legislative aide and senior legislative assistant.</p> <p>Mr. Gunter earned a bachelor's degree in political science from Whitworth University and a Master's in Public Administration from the University of Washington. His community involvement includes serving on several local boards and committees, including Mercy Housing Northwest, the Urban Land Institute, Mary's Place, and the Bellevue Downtown Association.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: Dan Strauss Councilmember, District 6

*Term begin and end date is fixed and tied to the position and not the appointment date.

Christian Gunter

Experience

Skanska Commercial Development, Vice President

2013-Current

- Responsible for all aspects of development for Seattle office including: acquisition, project vision, entitlements, design/construction management, marketing, community outreach, leasing and project divestment
- Led successful development of 2+U, a 686K SF Class A office tower in the Seattle CBD and Alley 111, a multi-family project in Bellevue, WA, while also actively involved in sourcing all new project opportunities
- Currently directing effort to design and entitle a 500K SF Class A office tower in the Bellevue CBD

Sellen Construction, Director

2012-2013

- Led sustainable development and high performance building consulting business for local and national clients

Bentall Kennedy, Vice President

2004-2012

- Led/participated in the acquisition and disposition of all product types representing ~ \$1.25 B in value
- Asset management of large operating office, multi-family, retail and industrial portfolio across multiple markets
- Development oversight for direct equity investments and development partners in multiple US markets
- Created Responsible Property Investing (RPI) platform to reposition US development and operating portfolio around ESG performance; secured multiple ENERGY STAR Partner of the Year Awards and GRESB top Ranking

Housing Development Consortium of King County, Graduate Development Consultant

2003-2004

- Provided financial analysis for HDC; created econometric model quantifying the impact of affordable housing

US Congressman Rick Larsen, Senior Legislative Assistant

2000-2002

- Responsible for legislation/policy for defense, labor, housing, energy, environment, finance and technology
- Staff member for committee assignments, provided constituent/lobbyist management and campaign support
- Led effort that resulted in member legislation signed into law (i.e., pipeline safety, Wild Sky wilderness designat.)

US Senator Patty Murray, Legislative Aide

1999-2000

- Legislative staff for multiple topics, met with lobbyists, and provided ongoing constituent outreach and support

AmericorpsVISA Volunteer, Congressional Hunger Center Mickey Leland Fellow

1998-1999

- Anti-hunger fellow for USDA Secretary Dan Glickman; created food recovery program in Wilmington, DE

Education

University of Washington, Masters in Public Administration (Evans School), Magna cum Laude

2002-2004

- Focus on sustainable real estate / community development in partnership with Runstad Center; Denny Fellow

Whitworth University, Bachelors in Arts in Political Studies, Summa cum Laude

1994-1998

- Political Science / English Department Scholar; post-apartheid study in South Africa, Choir and KWRS radio GM

Community / Professional Involvement

Board Member, Mercy Housing Northwest

2017-Current

Urban Land Institute (local/national); various leadership/committee roles

2004-Current

Mary's Place; Site Selection Committee

2018-Current

Board Member, Bellevue Downtown Association

2019-Current

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
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6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
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6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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


File #: Appt 02233, **Version:** 1

Appointment of Quanlin Hu as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Quanlin Hu		
Board/Commission Name: Design Review Board		Position Title: Local Community Representative
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Squire Park	Zip Code: 98122	Contact Phone No.: Business phone # - NOT personal phone #
Background: <p>Ms. Hu is a Project Manager at SRM Development where she manages the development phases of affordable and market-rate multifamily and mixed-use projects. She is additionally the owner and Principal of consulting firm PlanReal Partners.</p> <p>Ms. Hu has over 15 years of planning and development experience in both public and private sectors, driven by her passion for creating community. Her extensive background includes planning, development, land use, zoning, transit-oriented development, and community engagement. She is an active member of the Central Area. Her involvement includes leading the City and community's efforts to develop the Central Area Neighborhood Design Guidelines and Design Review Board as well as the Urban Design Framework for 23rd Ave.</p> <p>Ms. Hu holds a Bachelor of Engineering degree in Urban Planning from Wuhan University and a Master of City and Regional Planning from Ohio State University.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: Bruce A. Harrell Mayor of Seattle

*Term begin and end date is fixed and tied to the position and not the appointment date.



Quanlin Hu

(Pronounced as Chenlin)

Project Manager
Urban Planner & Strategist

PROFILE

- Over 15 years of planning & development experience in public & private sectors
- Skilled in project management, community & partnership building
- Experienced with development regulations & processes
- Passionate about community & sustainability driven development

ATTRIBUTES

- Creative problem-solver
- Strategic implementer
- Strong facilitation & collaboration skills
- Excellent organizational & detail oriented skills
- Effective written, visual & oral presentation skills

LANGUAGES

-  English
-  Chinese (Mandarin,Cantonese)

CONTACT

-  [Redacted]
-  [Redacted]
-  [Redacted]



EDUCATION

- Master of City and Regional Planning** 2006
Knowlton School of Architecture, Ohio State University
- Bachelor of Engineering - Urban Planning** 2003
School of Urban Studies, Wuhan University, China



PROFESSIONAL EXPERIENCE

- Owner & Principal** 2017 - Present
PlanReal Partners

- Provide consulting services on project management, urban planning, community engagement & development, real estate development, sustainability & partnership building
- Maximize financial returns & community outcomes for clients; create iconic places that strengthen community and organizations
- Focus on diversity and equity with a racial and social justice lens
- Help improve efficiency and establish design & operational standards

- Development Manager** 2021 - Present
SRM Development

- Manage the development phases of over 10 affordable and market rate housing and mixed use projects
- Build partnerships with non-profit & community based organizations
- Lead the process improvement for development manage system

- Development Manager** 2019 - 2021
Mt Baker Housing Association

- Led the development team for over 5 affordable housing and mixed use projects from acquisition to development stages totaling over \$500M development costs and over 1,200 units
- Managed the project schedule, budget, financing, entitlement & consulting teams; negotiate contracts, leases & agreements
- Led transformation to cloud based Smartsheet project management
- Strategized with government and private partners & funders on Brownfield redevelopment, Transit Oriented Development, affordable commercial and culturally appropriate spaces creation

- Strategic Advisor II, Senior Urban Planner** 2012-2020
Office of Planning & Community Development
City of Seattle

- Developed disposition strategies on City owned real properties
- Assisted in the Equitable Development Initiative program
- Empowered underserved & people of color (POC) communities
- Sought creative fundings & resources to support POC communities
- Built public and private partnerships and leverage investment
- Developed land use code, development standards & guidelines
- Created plans, policies and strategies on land use and development
- Obtained project approvals through the City Council process

Key Projects

- Mercer Mega Block Disposition Strategy**
- Co-Project Manager who directed the RFP, marketing, managed the evaluation committee and negotiated the Development and Disposition Agreement to maximize values and public benefits

SPEAKING & VOLUNTEER

- University of Washington
"Planning as a Profession" - ongoing
- Seattle Design Festival 2018 - Adding Density while Retaining Character
- Congress for New Urbanism
2017 National Conference - Central Area Neighborhood Design Guidelines
- American Planning Association 2015 National Conference - Co-Chair the Mobile Workshop Committee

AWARDS

- US 19 Corridor/Coastal Redevelopment Plan- 2014 Tampa Bay Future of the Region Award
- Market Area Planning- 2011 Tampa Bay Future of the Region Award

SKILLS & INTERESTS

Microsoft Office

Smartsheet

Adobe Creative Suite

ArcGIS

Surfing, Scuba Diving,
Snowboarding, Yoga, Painting,
Building authentic connections

Mt Baker & Judkins Park Transit Oriented Development (TOD)

- Project Manager who led interagency and interdisciplinary teams and worked with stakeholders to create development strategies, incentives, agreements, partnerships to leverage investments

I-5 Lid Feasibility Study

- Co-project Manager who coordinated interagency, interdisciplinary and consultant teams on a \$1.5M study to explore the feasibility of lidding of Interstate 5 in the core of Seattle's downtown

Central Area Planning & Community Development

- Project Manager partnered with the community to create design guidelines and review district that will preserve and strengthen the culture and character of the Black/African American community
- Project Manager of the 23rd Avenue Action Plan, rezone legislation to provide land use, transportation & placemaking strategies
- Led multidisciplinary teams to coordinate projects & investments
- Engaged and empower underserved community

Urban Planner II 2007-2012
Planning & Growth Management Department
Pasco County, FL

- Developed plans in land use, transportation, TOD, urban design, economic development, environmental, housing & infrastructure
- Drafted goals, policies, implementation strategies and ordinances for the Comprehensive Plan and specific plans
- Collaborated with local and regional agencies on planning issues

Key Projects

Comprehensive Plan Amendments

- Project Manager on over 40 comprehensive plan amendments affecting more than 22,000 acres, and county-wide growth policies
- Project Manager who developed Market Area Planning policies and regulations to guide County's all future development

US 19 Corridor/Coastal Redevelopment

- Project Manager who developed land use, economic development, and environmental strategies for over 70,000 acres of coastal lands

CERTIFICATIONS | TRAINING

ULI Center for Leadership Program 2019
Urban Land Institute

Certificate of Advanced Study in Real Estate Finance 2018
NAIOP, Commercial Real Estate Development Association

Certificate in Commercial Real Estate 2017
University of Washington

Project Management Professional (PMP) 2016
Project Management Institute

American Institute of Certified Planners (AICP) 2010
American Planning Association

Leadership in Energy & Environmental Design - Neighborhood Development (LEED AP ND) 2010
U.S. Green Building Council

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
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3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02234, **Version:** 1

Reappointment of Brian L. Johnson as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Brian L. Johnson</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Local Community Representative</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: <i>Whittier Heights</i>	Zip Code: <i>98117</i>	Contact Phone No.: <i>[REDACTED]</i>
Background: <p>Mr. Johnson is a licensed architect with over ten years of experience. He currently works as a Project Architect at Environmental Works in Seattle, where his work focuses on large multi-family residential structures intended for low-income and elderly residents, including the Ethiopian Village project in southeast Seattle, as well as those requiring memory care. Previously, Mr. Johnson worked for b9 Architects as a Project Manager and Project Architect. Over his career, the projects Mr. Johnson has worked on range in scale from single-family residences to mixed-use multifamily housing.</p> <p>Mr. Johnson earned a bachelor's degree in Architectural Studies from Washington State University and a Master of Architecture from the University of Illinois.</p>		
Authorizing Signature (original signature): <i>Dan Strauss</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

BRIAN L JOHNSON

GOAL

To serve as the Community Representative for the Northwest Design Review Board.

SKILLS

Designed and managed architecture projects ranging in scale from large mixed-use apartment structures to custom single family homes. Experienced working within the Design Review framework. Possess a firm understanding of the Seattle Land Use Code and entitlement process.

EMPLOYMENT

Environmental Works | Seattle Washington | September 2019 - Present

Project Architect on large multi-family structures for low income, elderly, and mental health housing.

Select Project:

- Ethiopian Village | 8323 Rainier Avenue S, Seattle WA
 - 90 unit mixed-use apartment structure tailored for aging Ethiopian Citizens in Seattle.

b9 architects | Seattle Washington | August 2013 - July 2019

Project Manager/Project Architect. Worked on several projects that required Design Review Board approval.

Select Projects:

- Fremont Apartments | 743 N 35th Street, Seattle WA | Project Architect/Manager
 - Northwest Design Review Board
 - 54 unit mixed-use apartment structure, under construction
- Robins Nest Apartments | 3272 Fuhrman Avenue E, Seattle WA | Project Architect/Manager
 - East Design Review Board
 - 61 unit mixed-use apartment structure, completed 2019
- 11th and Aloha Apartments | 750 11th Avenue E, Seattle WA | Project Architect/Manager
 - East Design Review Board
 - 34 unit apartment structure, completed 2018

Patricia Brennan Architects | Seattle Washington | May 2013 - August 2013

Project Designer

Worked with a sole-proprietor on several single-family projects including renovations and new structures.

Clark Barnes | Seattle Washington | May 2008 - May 2013

Intern Architect/Project Designer

Select Project:

- Canvas Apartments | 600 Elliott Avenue W, Seattle WA | Project Designer
 - West Design Review Board
 - 123 unit mixed-use apartment structure with below-grade parking, completed in 2013

EDUCATION

University of Illinois | Champaign Illinois
Master of Architecture, May 2008

Washington State University | Pullman Washington
Bachelor of Science in Architectural Studies, May 2006
Magna cum Laude

LICENSURE

Registered Architect | Washington State | 10872
December 2013 - Current

VOLUNTEER

Mountains to Sound Greenway, Explore the Greenway Committee
July 2015 - Current

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

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Roster:

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6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02235, **Version:** 1

Appointment of Nicole Li as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



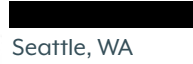
City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Nicole Li</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Design Professional</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Denny Triangle</i>	Zip Code: <i>98121</i>	Contact Phone No.: [REDACTED]
Background: <p>Ms. Li is a Licensed Architect employed at Carrier Jones Architects. Her work encompasses code and zoning research, programming analysis, design studies, and permit application submittals. She was previously a Designer at SSW Architects where she produced design iterations for education and civic projects.</p> <p>Ms. Li has a demonstrated passion for design and community development. She serves as the co-chair of the Urban Design Forum, where she facilitates and moderates panel discussions and events on urbanism, livability, and sustainability.</p> <p>She earned a Bachelor degree in Life Sciences from McMaster University after completing a Master degree in Architecture from Southern California Institute of Architecture.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

NICOLE LI

AIA, LEED AP



Seattle, WA

EXPERIENCE

2021-Present

Seattle

PROJECT ARCHITECT at CARRIER JOHNSON + CULTURE

- Served as project lead for a 238-unit multifamily project; developed zoning and programming analysis, conducted code research, prepared space layouts and massing iterations.
- Orchestrated client meetings, coordinated between consultants, client, and city permit departments. Completed Early Design Guide-line and Master Use Permit sets.
- Initiated the Seattle office's business development activities through research on potential clients and partners, attending networking events, and coordinating directly with firm President on strategy and prospective new projects.

2018-2021

Seattle

DESIGNER/ARCHITECT at SSW ARCHITECTS

- Produced design iterations for multi-million dollar education and civic projects through design options studies and renderings.
- Achieved LEED Medals for two newly construction projects by conducting project analysis and documentation. Increased firm productivity by 30% by advocating for the firm to adopt a LEED Revit Plug-in.

2015-2016

Hong Kong

ARCHITECTURAL RESEARCH ASSISTANT at HKU

- Conducted research on space utilization, and produced drawings for architecture department's external publications, including *THE SOCIAL IMPERATIVE - Architecture and the city in China* (AA Asia, 2017).

2014-2018

Los Angeles

INTERNSHIPS

- BAM STUDIO 2018
- JOHN FRIEDMAN ALICE KIM ARCHITECTS 2017
- HODGETTS + FUNG DESIGN STUDIO 2015

2010-2013

Beijing

MARKETING MANAGER at FORHERANDFORHIM

- Led a team of 10 multicultural members to work on marketing activities including company launch strategy development and company branding assets creation.

EDUCATION

2015-2018

Los Angeles

MASTER'S in ARCHITECTURE

Southern California Institute of Architecture

2013-2014

Halifax

POST-BACCALAUREATE in FINE ARTS

NSCAD University

2006-2010

Toronto

BACHELOR'S in LIFE SCIENCES

McMaster University

ACHIEVEMENT

AIA/Herman Miller

Healthcare Scholarship 2021

- One of seven US-based scholarship recipients for the Healthcare Design Conference

AIA Seattle Travel

Scholarship 2020 finalist

- With the research topic 'How We Live Together - A Global Survey On Coliving'

Sci-Arc Merit Graduate

Thesis Award 2018

- One of 10 projects to win the thesis award (out of a 120-student cohort)

ORGANIZATION

Seattle Urban Design Forum

Co-Chair

- Execute online panel discussions and events on urbanism, livability and sustainability

AIA Seattle Laddership Group

CREW (Commercial Real Estate

Women Network)

LICENSURE

AIA # 39054850

RA (WA) # 20123164

LEED AP (BD+C) # 1180197

SOFTWARE

Revit

Rhino

Adobe Suites

Enscape

LANGUAGE

English

Mandarin

Cantonese

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02236, **Version:** 1

Appointment of Kun Lim as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kun Lim</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Design Professional</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>University District</i>	Zip Code: <i>98105</i>	Contact Phone No.: [REDACTED]
Background: <p>Mr. Lim is an Architect and Urban Designer with 35 years of experience spanning Asia, Africa, and the United States. He is the owner and founder of two firms, Kun Lim Architect based in Malaysia and Kun Lim Studio based in Seattle. His portfolio encompasses a wide range of project types, including mixed-use, multifamily, commercial, athletic, campus, worship, medical, and recreational.</p> <p>Mr. Lim is actively involved in several organizations, including the Diversity Round Table with the American Institute of Architects and the Seattle International Architecture Forum, a committee with the mission to broaden cross-cultural horizons, provide mentorship, and inspire awareness of international architectural practice. Altruism is consistently present in Mr. Lim's career as he provides mentorship to international peers as well as pro bono work for non-profit organizations in Asia.</p> <p>Mr. Lim earned a Bachelor of Architecture degree from the University of Houston.</p>		
Authorizing Signature (original signature): <i>Dan Strauss</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Kun Lim

Assoc. AIA



EDUCATION

Bachelor of Architecture, University of Houston 1986

WORK EXPERIENCE

Principal, Kun Lim Studio LLC 2013 - Present
Seattle, WA, USA

Principal, Kun Lim Architect 1997 - Present
Kuala Lumpur, Malaysia

Senior Architect, BEP Architect 1992 - 1996
Kuala Lumpur, Malaysia

Architectural Designer, The Hillier Group 1986 - 1991
Princeton, NJ, USA

AIA SEATTLE CHAPTER

Co-Chair, Seattle International Architecture Forum 2018 - 2020

Committee Member, Seattle International Architecture Forum 2016 - Present

Committee Member, Diversity Round Table 2016 - Present

BRIEF

Kun Lim's portfolio is comprised of award-winning projects from an aquarium, sports complex, hospital, and monorail station to a mall, mosque, university, mixed-use development, multifamily housing, commercial project, and new township. Those projects are in Asia, Africa, and USA. He was also the concept master planner of Putrajaya, the new administrative capital city of Malaysia. Kun Lim and his projects are featured regularly in architectural and mainstream media, including TV in Asia. He speaks regularly about his projects and practices at conferences and forums in Asia, Europe, and USA.

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
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6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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


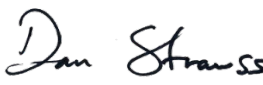
File #: Appt 02237, **Version:** 1

Appointment of Christina Lin as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Christina Lin</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Local Residential Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Joint Mayor & Council</i>	Date Appointed: <i>mm/dd/yy.</i>	Term of Position: * <i>4/4/2022</i> to <i>4/3/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Ballard</i>	Zip Code: <i>98117</i>	Contact Phone No.: <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Background: <p>Ms. Lin is a Design Manager at Graham Construction with eight years of professional experience in the industry. Her scope of work includes planning and managing multiple aspects of the design process from preconstruction through construction. Ms. Lin previously worked as a designer at Perkins & Will where her work involved design development, permitting, documentation, and construction administration.</p> <p>Her adaptable skillset spans a variety of project types, including science and technology, residential highrise, education, and healthcare. Ms. Lin received a Bachelor of Fine Arts degree from the University of Washington followed by a Masters of Architecture degree from the University of Oregon. While a student, she worked as an instructor for model and workshop courses.</p>		
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>	

*Term begin and end date is fixed and tied to the position and not appointment date.


CHRISTINA LIN

DESIGN MANAGER

CONTACT

 christina-lin-

 _____

 _____

 _____

EDUCATION

MASTERS OF ARCHITECTURE

UNIVERSITY OF OREGON

2012 - 2015

BACHELOR OF FINE ARTS

MINOR IN ARCHITECTURE

UNIVERSITY OF WASHINGTON

2004 - 2008

SKILLS

- revit
- autocad
- sketchup
- rhino
- newforma
- bim 360
- adobe creative suite
- hand media and illustration
- hand lettering

ACTIVITIES

- party planning committee
Perkins & Will
- LEED AP BD+C associate
USGBC

PROFESSIONAL PROFILE

I am a highly creative, results-driven designer with 8 years experience working in the industry. I am a self starter with a strong attention to detail and ability to juggle and lead multiple projects simultaneously in a fast paced environment. I have professional project management and communication skills to partner with and across all levels of stakeholders and consultants. I strive for a refined and efficient design aesthetic that connects with the client's complex business challenges while making sure the concepts can be technically executed. My experience spans corporate interiors, workplace strategy, science and technology, residential high rise, higher education, K-12 and healthcare, but my skill set is highly adaptable to any sector of design.

EXPERIENCE

DESIGN MANAGER, LEED AP BD+C

Graham Construction | 2021 - Present

- Strategically engage in project pursuits and proposal responses across multiple market sectors
- Plan and manage an efficient design process that consistently delivers complete, coordinated and buildable designs for all consultants
- Identify and manage project risks as a team including budgets, schedule, constructability and procurement
- Ensure a seamless transition from the preconstruction phase to construction

DESIGNER III, LEED AP BD+C

Perkins & Will | 2015 - 2021

- Promoted from Designer I to Designer II in 2018. Promoted from Designer II to Designer III in 2020.
- High level of ownership in projects from end-to-end, beginning with design development, permitting, construction documents to construction administration
- Driving design concepts with a high attention to detail and consistency
- Managing and guiding stakeholders from project visioning to design through project performance while maintaining and anticipating bottlenecks, value engineering, tight schedules and deadlines
- Developing and preparing contracts and construction documents while evaluating and integrating technical systems into the overall project
- Managing projects through constantly changing and often ambiguous environments while solving design challenges during construction
- Mentoring and collaborating with junior staff
- Working across multiple programs to analyze and deliver design results

ARCHITECTURAL INTERN

DLR Group | 2014 - 2015

- Developed schematic design materials for stakeholder meetings
- Prepare working drawings, renderings and graphics for the firms designs
- Created 3D renderings and models to better understand technical design implications and keep up to date on industry trends
- Created strategies for master urban design proposals for the region
- Developed technical expertise in site analysis, managing fabrication and construction, project scheduling and budgeting, and construction finance

GRADUATE STUDENT

University of Oregon | 2012 - 2015

- Model and Wood Workshop Instructor

SITE COORDINATOR

Nordstrom | 2008 - 2012

- Supported business needs by managing the usability of the retail site through product copy, image standards and design layouts
- Supported and served as a liaison between internal Nordstrom vendors and other stakeholders to coordinate cross-department efforts for online presentation and marketing
- Merchandised fashion concepts for enhanced customer experience

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
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6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
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6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
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6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
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6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
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6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text


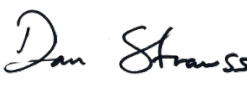
File #: Appt 02238, **Version:** 1

Reappointment of Katherine Liss as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Katherine Liss</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Landscape Professional</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Joint Mayor & Council</i>	Date Appointed: <i>mm/dd/yy.</i>	Term of Position: * <i>4/4/2022</i> to <i>4/3/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Roosevelt</i>	Zip Code: <i>98115</i>	Contact Phone No.: [REDACTED]
Background: <p>Ms. Liss is a landscape architect with ten years of professional experience. She is currently employed at Gustafson Guthrie Nichol in Seattle, and previously worked at Michael Van Valkenburgh Associates in Brooklyn, New York. She has worked on a variety of project types, including public parks, residential developments, corporate headquarters, and streetscapes, and is tasked with overseeing projects through from design to construction.</p> <p>Ms. Liss expressed a desire to promote street activation, which she accomplishes by prioritizing the pedestrian experience and considering how a site can be safe, welcoming, and memorable. Some of her projects include the Bill and Melinda Gates Foundation, the REI Headquarters, and India Basin Shoreline Park in San Francisco.</p> <p>Ms. Liss earned a Bachelor of Sciences in Landscape Architecture from the University of Connecticut.</p>		
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>	

*Term begin and end date is fixed and tied to the position and not appointment date.

KATHERINE LISS

PROFESSIONAL EXPERIENCE

Gustafson Guthrie Nichol, Seattle, WA 2016- present

India Basin Shoreline Park, San Francisco, CA 2019- present

- Reconnecting the neighborhood to the waterfront
- Working with the local community to understand their program priorities
- Coordinating design objectives with sea level rise regulations and permitting

REI Headquarters, Bellevue, WA 2016- present

- Achieved Salmon Safe Certification
- Prioritized connections to the project at both the local and regional scale
- Created a patchwork of distinct public spaces adjacent to and integrated with the development

Bill and Melinda Gates Foundation 2016- present

- Managed the priorities of the Client with City of Seattle public benefit requirements

Michael Van Valkenburgh Associates, Brooklyn, NY 2008- 2016

Vassar College, Poughkeepsie, NY 2012- 2016

- Project manager (design through construction):
Sciences Landscape, Skinner Hall, Chicago Hall Courtyards, and Sculpture Garden
- Coordinated directly with client, consultants, and internal design team

Waller Creek, Waterloo Park, Austin, TX 2014- 2016

- Investigated site complexities both of the existing and proposed infrastructure
- Designed and resolved circulation and grading challenges of a highly constrained site
- Supervised project team (2-8 people) to develop drawing sets and client presentations

SELECTED WORK

ARC Wildlife Bridge Competition, Denver, CO

Brooklyn Bridge Park, Brooklyn, NY

Maggie Daley Park, Chicago, IL

New York University Campus Expansion, New York, NY

Teardrop Park Murray Street, New York, NY

Tulsa Riverfront Park, Tulsa, OK

EDUCATION

Bachelor of Sciences in Landscape Architecture, University of Connecticut, 2008

ASLA student chapter VP & lecture series organizer, Dean's List, GPA: 3.8

ACADEMIC EXPERIENCE

Sustainable Site Design, 2007-2008

By Kristin Schwab + Claudia Dinep, Professors at University of Connecticut

Book Illustrator, created hand drawn detailed grading maps and sections

Design Critic and Lecturer, University of Connecticut, 2010- 2019

REGISTRATION

Registered Landscape Architect, State of Connecticut 2012, License No. 1258

Registered Landscape Architect, State of New York 2014, License No. 2512

Design Review Board

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New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

Key:

***D** List the corresponding *Diversity Chart* number (1 through 9)

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RD Residential Council District number 1 through 7 or N/A

Diversity information is self-identified and is voluntary.



Legislation Text



File #: Appt 02239, **Version:** 1

Appointment of Benjamin Maritz as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Benjamin Maritz</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Business Interest</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Joint Mayor & Council</i>	Date Appointed: <i>mm/dd/yy.</i>	Term of Position: * <i>4/4/2022</i> to <i>4/3/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: <i>98102</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <p>Mr. Maritz is a real estate investor and founder of affordable housing firm Great Expectations LLC. His portfolio includes 1,000 homes. Previously, he was a partner at management consulting firm McKinsey & Company, where he co-founded the McKinsey Transformation service line and led the Private Equity and Investments group on the US West Coast.</p> <p>Mr. Maritz's passion and career are focused on inclusive, quality, affordable housing. He has served on several civic groups focused on housing, including an appointment to Mayor Harrell's transition team on the Land Use and Transportation committee.</p> <p>Mr. Maritz earned a Bachelor of Science degree in computer science and a Master of Science in applied mathematics at Johns Hopkins University, followed by a Master of Business Administration at Stanford University.</p>		
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>	

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Benjamin Maritz

Overview

Ben is an innovative leader in the housing field, using private capital to develop affordable housing in the Pacific Northwest. Ben was previously a partner in the world's most pre-eminent Management Consulting firm, where he worked on complex issues related to the construction and operation of large capital projects.

Ben is deeply committed to equity and inclusion, especially as related to housing. He lives with his wife and four kids in Capitol Hill, Seattle.

Experience

2019 - Present

Real Estate Investor *Great Expectations LLC*

Affordable housing focused real estate and investor, focused on land assembly, fundraising, ground up development, and acquisition and improvement of existing housing in the Pacific Northwest. All projects target at less than 80-90% of AMI.

Current portfolio includes ~1000 homes and a development pipeline of over 1000 more.

2004 –2019

Partner *McKinsey & Company, Inc.*

Partner and co-founder of McKinsey Transformation, the ground-breaking service line which re-invented management consulting as a hands-on joint venture with management tackling the most challenging business problems. Due to the development of innovative new tools and the pioneering of an economic model in which fees are fully tied to impact, McKinsey Transformation grew from an idea to over \$2 Billion in revenue during Ben's tenure.

Ben's geographic scope was truly global, and included extended periods living in Tokyo, London, and Australia. Also while at McKinsey, Ben had various roles including leading the Private Equity and Investments group on the US West Coast.

Education

MBA

Stanford University, 2008

MSE Applied Mathematics

Johns Hopkins University, 2003

BSE Computer Science

Johns Hopkins University, 2002

Interests

Proud father of four children

Tireless advocate for housing affordability

Intrepid home cook

Perennial beginner student of world languages

Dog dad. Ranger Tug owner.

Contact

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Design Review Board

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6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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


File #: Appt 02240, **Version:** 1

Appointment of Joe Reilly as member, Design Review Board, for a term to April 3, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Joe Reilly		
Board/Commission Name: Design Review Board		Position Title: Local Community Representative
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 4/4/2021 to 4/3/2023 <input checked="" type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: First Hill	Zip Code: 98104	Contact Phone No.: Business phone # - NOT personal phone #
Background: <p>Mr. Reilly is the Policy and Development Director and Social Media Producer at Seattle Subway, a local nonprofit advocating for the expansion of the Link light rail system. His work encompasses stakeholder and data management, programming, and strategic communications. Resultingly, he has forged strong relationships with local community advocacy groups.</p> <p>Mr. Reilly earned a Bachelor of Arts in Urban Studies with a concentration in urban design and a minor in environmental studies from Fordham University in New York.</p> <p>A long-time Seattle resident with deep roots across the East Board district, Mr. Reilly is knowledgeable about Seattle's history, communities, preservation, and design. He is an active supporter of small businesses and the LGBTQ community, and advocates for a built environment which empowers all communities to thrive.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 5/31/2022		Appointing Signatory: Dan Strauss Councilmember, District 6

*Term begin and end date is fixed and tied to the position and not the appointment date.

JOE REILLY



EDUCATION

B.A. URBAN STUDIES, ENVIRONMENTAL STUDIES MINOR

Summa Cum Laude

Fordham University, New York, NY

2012–2015

SENIOR THESIS: Growth of an Ama-zone: How Seattle's Amazon is Rapidly Building a New Corporate Campus Typology', 2015

RELEVANT WORK EXPERIENCE

SEATTLE SUBWAY

Policy and Development Director, Social Media Producer

Seattle, WA

July 2019–Current

Stakeholder and Data Management:

- Manages databases of all communications, legislative input, and required action items across 100+ stakeholders, dozens of partner organizations, staff, and volunteers.
- Co-crafts and lobbies Senate Bill 5528 to allow billions of new voter-approved revenue for a Sound Transit 4.
- Organizes coalition-powered advocacy plans, most recently securing \$2.5 million funding for a new Citywide Integrated Transportation Master Plan for the Seattle Department of Transportation (SDOT).
- Leads political engagement meetings with Seattle City Council members, city staffers, state legislators, staffers, partners, and Sound Transit board members to educate them on key transportation policy solutions.

Development and Programming:

- Produces transit educational events, presents educational slide decks, trains and recruits volunteers
- Creates highly successful interactive material for events like PrideFest and Northgate Link Opening Day. Made a light rail photo booth, sticker board, and QR code Action Network campaign (8K+ signatures).
- Quadruples Seattle Subway's previous years of grassroots fundraising to \$11,000+ dollars in one year.
- Founded, designed, and operates a Seattle Subway donation store (www.seattlesubwaystore.com).

Strategic Communications:

- Leads all strategic communications planning and messaging frameworks across social media platforms, email lists, marketing material, event production, volunteer programming, coalition building, and lobbying.
- Designs clear, attractive graphics and collateral material for events, email marketing, and newsletters.
- Produces weekly original social media content; processes data analytics for platform specific strategy.
- Increased followers on Facebook 10%, Twitter 30+%, Instagram 175+%, for a new total of 22K+ followers.
- Writes and copy edits material for official statements, press releases, and monthly educational article series.

CAFE PETTIROSSO, MR. WEST CAFE & WINE BAR

Server and Host

Seattle, WA

June 2019–March 2020

- Served community patrons of Capitol Hill at Pettirosso and visitors at Mr. West in University Village.

ACCELERATOR LIFE SCIENCE PARTNERS

Accounting Intern

Seattle, WA

July 2018–Sept 2018

- Processed billing in Quickbooks and Officewise. Created expense reports for seven affiliated biotech startups.

SKILL SETS AND INTERESTS

- Technical Skills: Revit, AutoCAD, Google SketchUp, Google Suite, MS Outlook, Zoom/Microsoft Teams/Cisco Webex videoconferencing, Canva, basic Adobe Suite (InDesign, Photoshop), Quickbooks, Officewise
- Interests: Public Transportation, Urban Design, Architecture, Historical Preservation, Urban Tree Canopy Cover, Seattle History, Board Games, Baking, Musical Theatre, and NPR.

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other	Caucasian/Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02241, **Version:** 1

Appointment of Lisa Richmond as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Lisa Richmond</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Local Community Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Mount Baker</i>	Zip Code: <i>98144</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <p>Ms. Richmond has worked with professionals in the built environment field for over two decades. She is currently a Senior Fellow at Architecture 2030, a non-profit organization focused on reducing greenhouse gas emissions and climate impacts of buildings. Previously, Ms. Richmond was the Executive Director of the American Institute of Architects Seattle and the Founding Director of the Seattle Design Festival.</p> <p>Ms. Richmond is skilled at acting as a translator between design professionals and the communities they serve. Her work emphasizes advocating for equity, community engagement, and sustainability in the face of climate change.</p> <p>Ms. Richmond was awarded a Loeb Fellowship to study at Harvard University's Graduate School of Design. She additionally has a Bachelor of Arts degree from the University of Virginia and a Master of Arts Administration from the University of Wisconsin.</p>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

LISA RICHMOND

She/her



STRENGTHS

Systems thinking. Making change at the systems level.

Inclusive visioning. Because the group is always wiser than the individual.

Values-based leadership. Maintaining accountability to what's most important.

Fresh ideas. Finding entrepreneurial solutions to old problems.

Organizational management. Building a solid foundation for success.

Coalition building. Leveraging collective impact.

WORK

SENIOR FELLOW

Architecture 2030

2021-present

Advancing the work of Architecture 2030 to focus on the critical opportunities, intervention points and tools that are required to transform the built environment to zero carbon.

EXECUTIVE DIRECTOR

American Institute of Architects Seattle

Seattle, 2006 – 2021

Served as Executive Director of the American Institute of Architects Seattle chapter, driven by the belief that visionary and integrative design thinking is needed to advance sustainable, equitable, human-centered communities now and in the future. Led for impact, catalyzing AIA's efforts in advocacy, education, practice innovation and community engagement on critical issues of sustainability, livability, community and resilience. Managed a high performing staff of 12 and an annual budget of \$1.7 million. Highlights include:

- **Advocating for equitable, sustainable, resilient communities.** Created AIA's Public Policy Board, with a laser focus on mission-drive advocacy on energy and carbon reduction, housing and land use, transportation and mobility, and urban design.
- **Reducing the climate impacts of buildings.** Launched groundbreaking professional education on zero-carbon buildings and healthy, low-carbon building materials that has touched more than 20,000 design professionals worldwide.
- **Centering equity.** Completed AIA's JUST certification, and transformed staffing, leadership and member engagement to drive towards equity in the design industry.
- **Engaging community partners.** Centered community in the design process through programs like the Seattle Design Festival and Contested Spaces: What is a City for All?
- **Managing finances through up and down economies.** Completed a \$2 million capital campaign to open the Center for Architecture & Design. Successfully navigated two recessions without reducing staff.

FOUNDING DIRECTOR

Seattle Design Festival

Seattle, 2011-2021

Founded Design in Public, a 501c3 strategic initiative of AIA Seattle that produces the annual Seattle Design Festival and other public programs. Drove community engagement in partnership with more than 100 community partners, through uniquely participatory programming designed to ignite action. Attracting more than 30,000 visitors a year with two weeks of installations and programming, SDF became a powerful vehicle to unleash the design thinker in everyone and build lasting cross-disciplinary partnerships.

LOEB FELLOW

Harvard University Graduate School of Design

Cambridge, MA 2005 – 2006

Awarded a Loeb Fellowship, a mid-career opportunity for professionals to engage in a year of independent study at Harvard's Graduate School of Design; interests included:

- **Social Architecture.** Planning, design, and funding of socially animated public space, and strategies to build and sustain social capital
- **Regional Sustainability.** Relationship of the socio-cultural, environmental and economic pillars of sustainability, and the link between urban planning and social capital
- **Community and Cultural Development.** National survey of culturally based community development strategies, and an examination of the use of arts-based approaches to enhance participatory process

PUBLIC ART SPECIALIST

Mayor's Office of Arts & Culture, City of Seattle

Seattle, WA 2000 – 2005

Seattle Public Libraries Capital Program

As a member of the Library's capital projects team, initiated and managed an ambitious and comprehensive program for the construction and integration of public artworks at Seattle Public Library's new Central Library and its 28 branch construction projects; worked with design teams, neighborhood groups, and departmental staff to identify project goals, incorporate community participation, and participate in public meetings; wrote and oversaw capital construction contracts of over \$2million, for programs including:

Community Cultural Development Initiative

Developed a multidisciplinary program, Arts-Up, delivering arts-based community development projects; matched economically and culturally diverse Seattle communities with artists to collaborate on community improvement, social justice and civic dialogue projects; worked with a complex set of stakeholders, including other City departments, outside funders, and community and non-profit organizations

DESIGN, VISUAL AND MEDIA ARTS DIRECTOR

Southern Arts Federation

Atlanta, GA, USA, 1992 - 1998

Directed SAF's programs in design, visual and media arts, including a community design task force, the SAF/ National Endowment for the Arts Regional Visual Arts Fellowships, and a critical discourse initiative

EDUCATION

LOEB FELLOW

Harvard University Graduate School of Design
Cambridge, MA

PH.D. WORK IN ANTHROPOLOGY

University of Melbourne
Melbourne, Australia
Melbourne Research Scholarship; Overseas Research Scholarship

MASTER OF ARTS ADMINISTRATION

University of Wisconsin School of Business
Madison, WI
Completed all MBA, non-profit management and arts administration requirements; Fellow, Center for Arts Administration; Chair, Annual Bolz Center Symposium

BACHELOR OF ARTS

University of Virginia
Charlottesville, VA
Echols Scholar

OTHER QUALIFICATIONS

Delegate, COP26

Attended UN climate summit in Glasgow with Architecture 2030 and the American Institute of Architects, 2021

Honorary Member

American Institute of Architects, 2020

Fellow

World Affairs Council, 2019-2020

Strategic Planning Committee

American Institute of Architects, Washington, DC , 2019-2020

Climate Plan Task Force

American Institute of Architects, Washington, DC, 2019-2020

Advocacy Capacity Building Task Force

American Institute of Architects, Washington, DC, 2018-2019

Delegate, Global Climate Summit

San Francisco, CA, 2018

Climate Reality Leader and Mentor

Denver and Seattle, 2017-2018

Representative, United Nations Habitat III

Quito, Ecuador, 2016

Sustainability Scan Advisory Group

American Institute of Architects, Washington DC, 2013

Founding Board Member

Association of Architecture Organizations, 2009-2011

Commissioner, Seattle Center

City of Seattle, 2007-8

Appointee, Mayor's Green Building Task Force

City of Seattle, 2008

PERSONAL VALUES

Integrity. Live with honesty and clarity of purpose.

Generational thinking. Make today's decisions to benefit future generations.

Humility. What matters is getting things done, not who gets the credit.

Accountability. Success is measured by demonstrated impact over time.

Experimentation. Embrace risk and failure as great teachers.

Curiosity. Be open to the unexpected.

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two*-year terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
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6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
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6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
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6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: Appt 02242, **Version:** 1

Appointment of Gavin Schaefer as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Gavin Schaefer</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Local Community Representative</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 4/4/2022 to 4/3/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Fairmount Park</i>	Zip Code: <i>98126</i>	Contact Phone No.: <i>Business phone # - NOT personal phone #</i>
Background: <p>Mr. Schaefer is a Registered Architect and Associate Director of Sidewalk Labs, an urban innovation company with the goal of building more sustainable, innovative, and equitable places. His work in the Building Innovations division focuses on design and architecture aimed to create adaptable, sustainable, affordable, and vibrant vertical development.</p> <p>Previously, Mr. Schaefer was a Project Architect at Kattera Seattle, working on large-scale mixed-use and multifamily projects along the West Coast. He additionally has public sector experience working as a Development Planner at the City of Vancouver Canada where he considered master planning, urban design, and the public realm across complex rezones, highrise, mixed-use, and infill projects.</p> <p>Mr. Schaefer's rich education includes a Master of Architecture degree from Dalhousie University and a Master of Science degree in Sustainable Urban Development from the University of Oxford.</p>		
Authorizing Signature (original signature): <i>Dan Strauss</i> Date Signed (appointed): 5/31/2022		Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

Gavin Schaefer

Resume

Work Experience

Associate Director, Building Innovations – Sidewalk Labs 2021/08 – Present

- *Project management/design of commercial and residential buildings constructed of a prefabricated mass timber building platform*
- *Development and continuous improvement of a repeatable off-site construction system*

Project Manager / Project Architect – Katterra Seattle 2019/02 – 2021/06

- *Project management/design of a variety of mixed-use/multifamily projects with a focus on vertically-integrated design, manufacturing, and construction*
- *Advanced agile hybrid project management used to coordinate global teams of dozens of professionals working towards tight deadlines*
- *Close collaboration with finance, product design, external consultants, preconstruction, and construction teams to develop schedules, goals, and budgets*

Development Planner I / II – City of Vancouver 2017/05 – 2019/01

- *Representing over 700 projects through entitlements including complex rezonings, high-rises, mixed use, and infill*
- *Designing key masterplanning, urban design, and public realm opportunities throughout the city*

Intermediate Architect / Designer – Perkins+Will Vancouver 2015/05 – 2017/05

- *Design and project management of large-scale mixed-use, transit, and institutional projects from conceptual design through construction administration*

Designer – DIALOG Vancouver 2014/07 – 2015/05, 2013/01 – 2013/08, 2011/08 – 2011/12

- *Design and project management of large-scale mixed-use, transit, and institutional projects from conceptual design through construction administration*

Gavin Schaefer

Registrations

Chartered Planning and Development Surveyor – Royal Institute of Chartered Surveyors	2020 – Present
Project Management Professional (PMP) – Project Management Institute	2019 – Present
NCARB Certificate	2019 – Present
Architect – Washington State Department of Licensing	2019 – Present
Certified Passive House Designer – Passive House Institute	2017 – Present
Architect AIBC – Architectural Institute of BC	2016 – 2019
Construction Document Technologist – Construction Specifications Institute	2015 – 2021
LEED AP BD+C – GBCI	2013 – Present

Education

MSc Sustainable Urban Development – University of Oxford	2017 – 2020
<ul style="list-style-type: none">• <i>Graduated with Distinction, Book Prize</i>• <i>An interdisciplinary program focused on the intersection of real estate, finance, business, economics, policy, urban design, and architecture</i>• <i>Dissertation: "Densification and Sustainable Urban Development: An Assessment of Low-Density Residential Land Use Changes and Property Valuation in Vancouver, British Columbia, Canada"</i>	
Masters of Architecture – Dalhousie University	2010 – 2014
<ul style="list-style-type: none">• <i>RAIC Honour Roll, AIA Henry Adams Certificate, Alumni Memorial Award, SSHRC Fellowship</i>• <i>Thesis: "Emergent Urbanism: A Framework for Responsive Connectivity in Vancouver's False Creek Flats"</i>	
Bachelor of Environmental Design Studies – Dalhousie University	2010 – 2012
<ul style="list-style-type: none">• <i>Michael Evamy Scholarship, George W. Rogers Award, Portfolio Prize, Graduate Scholarship</i>• <i>Volunteer with students' association through completion of Masters as president, etc.</i>	
BA Psychology - Simon Fraser University	2004 – 2008

Gavin Schaefer

Volunteer Experience

Professional Advisory Council – University of Washington Architecture	2019/12 – 2020/10
Mentor (Masters Program) – University of Washington Architecture	2019/11 – 2020/09
Mentor (Two interns) – Architectural Institute of BC	2017/11 – 2019/06
Registration Board – Architectural Institute of BC	2017/03 – 2019/01
Young Leaders Group Committee – Urban Land Institute BC	2016/06 – 2019/01
Intern Architect Committee – Architectural Institute of BC	2015/02 – 2019/01
Mentor – UBC School of Architecture	2014/09 – 2019/01
Vice Chair/Board – International Living Futures Institute Vancouver	2014/08 – 2019/01

Memberships

Urban Land Institute (ULI)	2016/04 – Present
Royal Institute of Chartered Surveyors	2017/09 – Present
American Institute of Architects	2019/03 – Present

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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



File #: Appt 02243, **Version:** 1

Reappointment of Emily van Geldern as member, Design Review Board, for a term to April 3, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Emily van Geldern</i>		
Board/Commission Name: <i>Design Review Board</i>		Position Title: <i>Landscape Professional</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Joint Mayor & Council</i>	Date Appointed: <i>mm/dd/yy.</i>	Term of Position: * <i>4/4/2022</i> to <i>4/3/2024</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Madrona</i>	Zip Code: <i>98122</i>	Contact Phone No.: [REDACTED]
Background: <p>Ms. van Geldern is a certified Landscape Architect and Project Manager at Site Workshop in Seattle. Her projects include the Green Lake Community Boathouse, Seattle Girls School, and the Thomas Street Concept Plan. Previously, Ms. van Geldern was employed at Mathews Nielsen Landscape Architects PC and Ennead Architects, both in New York City.</p> <p>Ms. van Geldern designs for the urban and public realms. She makes a conscious choice to increase the equity and resiliency of spaces through various scales of design. Additionally, she is a volunteer with ACE Mentors and The BLOCK project, which creates housing for individuals experiencing homelessness, and she has served on student government.</p> <p>Ms. van Geldern holds a bachelor's degree in Urban Design and Architectural Studies from New York University and a Master of Landscape Architecture from the University of Pennsylvania. She earned a Certificate in Horticulture from the Brooklyn Botanic Garden.</p>		
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	
Authorizing Signature (original signature):  Date: 5/31/2022	Appointing Signatory: <i>Dan Strauss</i> <i>Councilmember, District 6</i>	

*Term begin and end date is fixed and tied to the position and not appointment date.

EMILY VAN GELDERN, PLA

EDUCATION

The University of Pennsylvania, School of Design, Philadelphia, PA

Master of Landscape Architecture, *magna cum laude*, May 2015

Brooklyn Botanic Garden, Brooklyn, NY

Certificate in Horticulture, Fall 2011

New York University, New York, NY

Bachelor of Arts, *cum laude*, in Urban Design & Architectural Studies, May 2008

LICENSURE

Washington #1583

RELEVANT EXPERIENCE

Site Workshop, Seattle, WA

Landscape Architect/Project Manager, June 2018 - Present

- Landscape Architect for the permanent home of **Seattle Girls School** within the Central District, collaborating closely with faculty, students, and parents to create a unique campus rooted in the community that fosters the schools mission to develop courages and independent leaders.
- Landscape Architect for the redevelopment of the **Green Lake Community Boathouse**, creating an equitable connection to the lakshore with improved accessibility and visibility from Green Lake Trail which will increase interaction between the general public and the vibrant activity of the Green Lake rowing and paddling community.
- Design team member for the **Thomas Street Concept Plan**, initiated by community advocates to link the Cascade neighborhood through South Lake Union to the Seattle Center through an important east/west green street and public realm connection.
- Landscape Architect and Project Manager for the adaptive reuse of the historic Bleitz Funeral Home. The landscape of **Fremont Crossing** responds to the designated Seattle Landmark by preserving viewsheds through strategic planting, high quality materials, lighting, and a more gracious right-of-way for pedestrian and bike traffic.
- Design team member for a variety of mixed-use projects in the Seattle region including **Block 38** and **555 108th Ave NE** (Vulcan), **Arista Residences** (Greystar), and **223 Taylor Ave N** (Main Street Property Group).

Mathews Nielsen Landscape Architects PC, New York, NY

Landscape Designer/Project Manager, August 2015 - April 2018

- Project Manager for the closure and capping of a 2.4-acre municipal landfill in the Village of Hastings-on-Hudson. Led a team of cost estimators, geotechnical and civil engineers to rejuvenate this brownfield site into a passive and safe amenity for the Hudson Valley.
- Integral member of the Construction Documentation of Pier 55 in Manhattan, NY. Extensively 3-D modeled the proposed landscape features and grading using Rhino and Grasshopper for overall team coordination. Solely responsible for the 2-D generation of the planting plan, schedule, and detail portion of the drawing set.
- Lead Designer and Project Manager for two studies along New York's East River: an Environmental Impact Statement of the expansion of the East River Ferry System for the NYC Economic Development Corporation and Conceptual Pier Improvements at The Brearley School along the East River Esplanade.
- Design team member for a variety of projects in the New York region including the Master Plan for historic Wave Hill gardens in Bronx, NY; new Science Center at Horace Mann School in Bronx, NY; Main Street renewal in downtown Buffalo, NY; intensive roof garden for the New York Public Library's Mid-Manhattan Branch; and the public spaces of three mixed-use towers in Queens, Manhattan, and Newark.

Ennead Architects, New York, NY (formerly Polshek Partnership Architects)

Media/Strategic Communications Coordinator, May 2008 - June 2012

- Worked closely with the firm's principals on all publicity efforts, proposal responses, interview development and press outreach, including maintaining the firm's website and various social media outlets.
- Designed graphic material and press releases for award submissions and public presentations.
- Aided in all day-to-day marketing efforts of a 175-person design firm.

TECHNICAL SKILLS

PC + Mac operating systems literate

Fluent in AutoCAD, Rhinoceros, V-Ray, ArcGIS, Adobe Creative Suite, Microsoft Office, LandFX

Basic knowledge of Grasshopper, RhinoTerrain, and SketchUp

Hand drawing + model making

ADDITIONAL EXPERIENCE

Block Home Project, *Designer/Volunteer*, 2019

ACE Mentor Program of Washington, *Mentor*, 2018-2019

The University of Pennsylvania, School of Design, *Teaching Assistant*, 2014-2015

The University of Pennsylvania, School of Design, *Student Body and Departmental Representative*, 2013-2015

Brooklyn Bridge Park, *Zone Gardener*, 2013, 2011-2012

Greenery NYC, *Freelance Gardener*, 2013

The New York Botanical Garden, *Landscape Design Course*, Spring 2011

3rd Ward, *Urban Food Production for the Landless and Composting in New York City*, Winter 2010/Winter 2011

Color 4 Space, *Assistant*, June 2007-May 2008

Metropolis Magazine, *Editorial Intern*, September 2007-December 2007

Metropolitan Building Consulting Group, *Assistant*, May 2006-January 2007

HONORS

Faculty Medal in Landscape Architecture, The University of Pennsylvania, School of Design, 2015

Susan Cromwell Coslett Traveling Fellowship, The University of Pennsylvania, School of Design, 2014

SPEAKING ENGAGEMENTS

The University of Pennsylvania, School of Design, Department of Landscape Architecture, Philadelphia, PA

Brown Bag Lecture Series, *Beyond Boundary: Land Art of the American West*, September 2014

Supereview, *Connecting Moments of Transfer*, October, 2013

PennDesign, *Open House Panelist and Tour Guide*, 2013-2015

PUBLICATIONS

The University of Pennsylvania, School of Design, Department of Landscape Architecture, *Gaborone Opportunity Report*, 2015

World Landscape Architecture Magazine, *Large Scale Projects & Ideas*, Edition 15, August 2014

PennDesign, *Landscapes in Process*, Edition 18, 2013-2014, pg 10

PennDesign, *Landscapes in Process*, Edition 17, 2012-2013, pg 39

INTERESTS

urban gardening, seasonal cooking, composting, soccer, home-brewing, sustainable architecture, camping, Japanese culture

Design Review Board

42 Design Review Board Members: Pursuant to SMC 23.41.008, *all* members are subject to City Council confirmation, *two-year* terms that may be re-appointed to a second term:

- **12** City Council-appointed
- **13** Mayor-appointed
- **15** Joint Mayor and Council appointed
- **2** *Mayor appointed per SMC 3.51 (Get Engaged)*

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M		1.	Local Residential, DT	Bissen, Matthew	4/4/2021	4/3/2023	1	Mayor/Council
3	M		2.	Local Community, NE	Castaneda, Manuel	4/4/2021	4/3/2023	1	Mayor
6	F		3.	Development, SW	Baxter, Brenda L.	4/4/2022	4/3/2024	1	Mayor
6	F		4.	Business/Landscape, W	Montessor, Jen	4/4/2021	4/3/2023	2	Mayor/Council
6	F		5.	Local Residential, SW	Lirman, Johanna	4/4/2021	4/3/2023	1	Mayor
6	F		6.	Business/Landscape, E	van Geldern, Emily	4/4/2022	4/3/2024	2	Mayor/Council
6	F		7.	Local Community, SE	Richmond, Lisa	4/4/2022	4/3/2024	1	Mayor
6	M		8.	Development, SE	Germain, Stewart	4/4/2022	4/3/2024	2	Council
6	M		9.	Local Community, NW	Johnson, Brian	4/4/2022	4/3/2024	2	Council
6	F		10.	Local Business, NW	Bogert, Phoebe	4/4/2021	4/3/2023	2	Mayor/Council
6	F		11.	Design Professional, E	Gage, Gina	4/4/2021	4/3/2023	1	Mayor
6	M		12.	Development, NW	DiJulio, Penn	4/4/2022	4/3/2024	2	Mayor
6	M		13.	Business/Landscape, DT	Luoma, Aaron	4/4/2020	4/3/2022	2	Mayor/Council
6	M		14.	Development, E	Bendix, Christopher	4/4/2021	4/3/2023	1	Council
6	M		15.	Development, NE	Gunter, Christian	4/4/2022	4/3/2024	2	Council
6	M		16.	Local Community, SW	Schaefer, Gavin	4/4/2022	4/3/2024	1	Council
1	M		17.	Design Professional, NE	Lim, Kun	4/4/2022	4/3/2024	1	Council
6	F		18.	Design Professional, W	Eckrich, Janell	4/4/2021	4/3/2023	1	Council
3	F		19.	Local Community, W	Barrientos, Maria	4/4/2022	4/3/2024	1	Mayor
6	F		20.	Development, DT	Dagliano, Carey	4/4/2021	4/3/2023	1	Council
6	M		21.	Business/Landscape, SW	Cobb, Patrick	4/4/2021	4/3/2023	1	Mayor/Council
1	F		22.	Design Professional, SE	So, May	4/4/2021	4/3/2023	2	Council
9	F		23.	Design Professional, NW	Watkins, Adrienne	4/4/2021	4/3/2023	1	Mayor

9	M		24.	Local Community, E	Reilly, Joe	4/4/2021	4/3/2023	1	Council
1	F		25.	Local Residential, NW	Lin, Christina	4/4/2022	4/3/2024	1	Mayor/Council
1	F		26.	Local Community, DT	Fortaleza, Che	4/4/2022	4/3/2024	1	Mayor
6	F		27.	Development, W	Rattray, Tiffany	4/4/2021	4/3/2023	1	Mayor
6	M		28.	Local Residential, NE	Carter, Tim	4/4/2021	4/3/2023	2	Mayor/Council
1	F		29.	Design Professional, DT	Li, Nicole	4/4/2022	4/3/2024	1	Mayor
6	M		30.	Design Professional, SW	Grainger, Alan	4/4/2021	4/3/2023	2	Mayor/Council
6	M		31.	Business/Landscape, SE	Maritz, Benjamin	4/4/2022	4/3/2024	1	Mayor/Council
6	M		32.	Local Residential, W	Farkas, Allan	4/4/2021	4/3/2023	1	Mayor/Council
6	M		33.	Local Residential, E	Cannon, Michael	4/4/3021	4/3/2023	1	Mayor/Council
6	M		34.	Local Residential, SE	Maier, Daniel	4/4/2021	4/3/2023	2	Mayor/Council
6	F		35.	Business/Landscape, NE	Liss, Katharine	4/4/2022	4/3/2024	2	Mayor/Council
6	F		36.	Get Engaged	Hevly, Charlotte	9/1/2021	8/31/2022	1	Mayor (SMC 3.51)
6	M		37.	Local Residential, CA	Britt, Troy	4/4/2022	4/3/2024	1	Council
1	F		38.	Local Community, CA	Hu, Quanlin	4/4/2022	4/3/2024	1	Mayor
6	M		39.	Design Professional, CA	Floor, Jeffrey	4/4/2020	4/3/2022	2	Council
			40.	Development, CA	Vacant	4/4/2022	4/3/2024	1	Mayor
3	F		41.	Business/Landscape, CA	Garcia, Ana Cristina	4/4/2022	4/3/2024	2	Mayor/Council
			42.	Get Engaged	Vacant	9/1/2021	8/31/2022		Mayor (SMC 3.51)

New Appointments

Re-appointments

Vacant

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	2	10	0	0	3	0	2	0	0	7	0	0	1
Council	9	4	0	0	2	0	0	0	0	9	0	0	1
Joint	9	6	0	0	1	0	1	0	0	13	0	0	0
Total	20	20	0	0	6	0	3	0	0	29	0	0	2

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

File #: CB 120332, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective January 1, 2020 through December 31, 2023; and ratifying and confirming certain prior acts.

WHEREAS, a collective bargaining agreement between The City of Seattle and the Seattle Police Management Association expired on December 31, 2019; and

WHEREAS, employees represented by the Seattle Police Management Association continued to work after December 31, 2019 on condition that the subject of their wages continued to be negotiated via collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other conditions of employment between The City and the Seattle Police Management Association; 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 to execute a collective bargaining agreement with the Seattle Police Management Association, effective January 1, 2020 through December 31, 2023, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement By and Between The City of Seattle and Seattle Police Management Association.”

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

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

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Agreement By and Between the City of Seattle and Seattle Police Management Association

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, 2020 through December 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	1
ARTICLE 2 - ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS	2
ARTICLE 3 - EMPLOYMENT PRACTICES	4
ARTICLE 4 - SALARIES AND DEFERRED COMPENSATION	14
ARTICLE 5 - HOLIDAYS	15
ARTICLE 6 - VACATIONS	17
ARTICLE 7 - PENSIONS	19
ARTICLE 8 - HEALTH INSURANCE COVERAGE.....	20
ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE.....	21
ARTICLE 10 - MANAGEMENT RIGHTS.....	23
ARTICLE 11 - WORK STOPPAGES.....	24
ARTICLE 12 - SUBORDINATION OF AGREEMENT.....	25
ARTICLE 13 - SAVINGS CLAUSE.....	26
ARTICLE 14 - ENTIRE AGREEMENT	27
ARTICLE 15 - GRIEVANCE PROCEDURE	28
ARTICLE 16 - INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS.....	36
ARTICLE 17 - JOINT LABOR MANAGEMENT COMMITTEE	51
ARTICLE 18 - DURATION OF AGREEMENT.....	52
APPENDIX A – SALARIES	54
APPENDIX B – MEMORANDUM OF UNDERSTANDING	57
APPENDIX C – SPFML PILOT PROGRAM.....	61
APPENDIX D – LABOR-MANAGEMENT HEALTH CARE COMMITTEE MOA	63
APPENDIX E – CURRENT MOA’s INCORPORATED BY REFERENCE	69
APPENDIX F – WAPFML COALITION MOA	70

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE POLICE MANAGEMENT ASSOCIATION

This Agreement is between the City of Seattle (hereinafter called the Employer or the City) and the Seattle Police Management Association (hereinafter called the Association) for the purpose of setting forth the wages, hours, and other conditions of employment for those employees for whom the Association is the exclusive bargaining representative.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.

1.2 Pursuant to Section 1.1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

1.3 The elected President of the Association or their designated representatives are recognized by the Employer as official representatives of the Association empowered to act on behalf of members of the bargaining unit for negotiating with the Employer.

1.4 The President of the Association or their designated alternate shall be the liaison between the Association and the Seattle Police Department.

1.4.1 Upon sufficient notification the Employer shall grant the President of the Association or their designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed fifteen (15) workdays in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

ARTICLE 2 - ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS

2.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments, and other fees as certified by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved.

2.2 The performance of this function is recognized as a service to the Association by the City and the City shall honor the terms and conditions of each worker's Association payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 The Association agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Association members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 The City will provide the Association access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

2.5 The Association and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by an Association representative to all employees covered by a collective bargaining agreement.

2.6.1 The individual Association meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

2.7 At least five (5) business days before the date of the NEO, the City shall provide the Association with a list of names of the bargaining unit members attending the Orientation.

2.8 New Employee and Change in Employee Status Notification: The City shall supply the Association with the following information on a monthly basis for new employees:

- a) Name
- b) Home address
- c) Personal phone

- d) Personal email (if a member offers)
- e) Job classification and title
- f) Department and division
- g) Work location
- h) Date of hire
- i) Hourly or salary (FLSA) status
- j) Compensation rate

2.9 Any employee may revoke their authorization for payroll deduction of payments to their Association by written notice to the Association in accordance with the terms and conditions of the Association dues authorization rules.

2.10 The Association shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Association with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Association that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.12 The City will refer all employee inquiries or communications regarding Association dues to the Association. The City may answer any employee inquiry about process or timing of payroll deductions.

2.13 The City including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Association or otherwise participate in Association activities at the City.

ARTICLE 3 - EMPLOYMENT PRACTICES

3.1 Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.

3.2 Rehires - In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

3.3 Overtime, Executive Leave, and Flextime

3.3.1 Lieutenants shall receive eight hours' pay for their regularly scheduled eight-hour day, which includes a one-half hour meal and therefore constitutes seven and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants shall receive additional compensation for work in excess of eight hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of eight (8) in a day, excluding meal periods.

3.3.2 Lieutenants working the four (4)/two (2) schedule shall receive nine hours' pay for their regularly scheduled nine-hour day, which includes a one-half hour meal period and therefore constitutes eight and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.

3.3.3 The work period for Lieutenants shall be one hundred seventy-one (171) hours in a twenty-eight (28) day work period. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of one hundred seventy-one (171) in a twenty-eight (28) day work period. The Employer shall not arbitrarily change nor reschedule furlough days in order to avoid the earning of overtime by Lieutenants who work the 4/2 schedule.

3.3.4 All overtime, whether received as cash payment or as paid leave, is subject

to supervisory approval. Lieutenants who have worked overtime and are thereby eligible for overtime compensation will be allowed the choice of whether they will be a) compensated by a cash payment at the rate of time and one-half; or b) compensated by receiving additional paid leave at the rate of time and one-half for all overtime hours worked up to forty or in excess of ninety in a payroll year. There is no pyramiding of overtime or “stacking” of multiple overtime minimums. The Department Bureau Commanders will have sole discretion to decide that the form of compensation due to Lieutenants eligible for overtime for all overtime hours worked from forty through ninety in a payroll year shall be a cash payment rather than additional paid leave.

3.3.5 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1-1/2) rate in the form of either a cash payment or time off. A shift extension is defined as reporting for duty within two (2) hours preceding or within one (1) hour following a Lieutenant's regularly scheduled shift.

3.3.5.1 While the compensation for employees formally on-call is contained in Section 3.5, for all employees that are not on-call both the Department and Association recognize the ease of communication that various electronic devices and technologies represent. It is common that usage of these items occurs outside of an employee's normal shift. The parties agree there are four broad categories of communication and employer expectation outside of normal work hours:

- 1) Widely distributed (SPDall) emails are not expected to be read or responded to outside of normal work hours;
- 2) Group 1 and/or Group 2 pages that are currently used to notify management personnel of serious crime events or other emergencies are not subject to compensation. These are considered de-minimis. Specific employees who may respond to this type of notification as part of their assigned duties will be compensated per existing practice;
- 3) Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details relatively minor logistical information (e.g., sick, working off-site, change in work hours, etc.). These are de-minimis communications whether they are replied to or not, and are sent primarily as a convenience, and thus are not compensable; and
- 4) Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details information such that a substantive and immediate response or action is required prior to the next workday. In the event this type of communication amounts to more than eight minutes, it is compensable work, and

a lieutenant is authorized to request overtime. There is a one-hour minimum, and time spent engaged in such activity will be rounded up to the nearest 1/4 hour. If the communication leads to a response to a work location, the entire event will be treated as a call-back for purposes of overtime compensation. The initial communication will not be paid as a separate event.

3.3.6 Management employees of the rank of Police Captain may be ordered by the Employer to work overtime and to be on standby although they will not receive and are not entitled to overtime and/or standby pay. In lieu thereof, each Captain will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year. Such leave shall be available on January 1 of each year, provided that if an employee fails to remain employed throughout the calendar year, such leave shall be prorated. Each Captain will have the option of cashing out a maximum of sixteen (16) hours of Executive Leave each calendar year; provided that the employee gives the Police Department notice by July 1 of each such year. Any such Executive Leave cashout will be paid on the first pay-date in August of that calendar year.

3.3.7 Employees promoted to the rank of Captain after January 1 of any calendar year shall, for the calendar year in which promoted or assigned, only be entitled to a prorated share of sixty-four (64) hours of Executive Leave time based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon such promotion or assignment.

3.3.8 Use of Executive Leave shall be accomplished in the same manner as vacation leave or in accordance with specific policies promulgated by the Seattle Police Department for use of Executive Leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted or else it will be lost.

3.3.9 Employees holding the permanent rank of Captain may earn and use Flextime. The accrual of Flextime is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation or leave for work related to the primary duty assignment.

3.3.10 Captains assigned to a command position at either a pre-planned Special Event (e.g. – Torchlight Parade, Seafair hydro races, 4th of July), or at a Significant Large-scale Event will be eligible for accrual of Flextime leave. Significant Large-scale Events include, but are not limited to, natural disasters or large crowd control events such as protests.

3.3.11 Captains who have completed work in either a Significant Large-scale Event or at a pre-planned Special Event will submit a request for Flextime with the appropriate justification to their supervisor. The supervisor (their Bureau

Commander) will make a determination as to the appropriate amount of Flextime to grant. Upon approval of the Bureau Commander, the Captain's timesheet will be updated to reflect the approved Flextime earned. Hours awarded will be at straight-time, not at time and a half.

3.3.12 Flextime usage, and the approval of its use, will be governed in the same manner as vacation time.

3.3.13 There is a 200-hour cap on Flextime. There is no ability to cash out Flextime. (See Appendix B for information on the process for transitioning to the 200-hour cap.)

3.4 The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day, or six (6) days one week, and four (4) days the following week, or any other variation specifically approved by the Employer on a case-by-case basis.

3.5 On-Call for Lieutenants - The Employer and the Association agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

- A. On-call time at the 10% rate shall be defined as that period of time during which a Lieutenant is required by the Employer to remain in a state of readiness and is available by telephone to respond to a summons to duty and for which discipline may attach for failure to respond.
- B. The Employer and the Association agree that the issuance of a cellphone to an employee does not constitute placing the employee on on-call status. Units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety. The units identified as on-going for which the City may establish on-call are Homicide, CSI, SWAT, ABS, Force Investigations, DV/SAU, and Robbery/Gangs. The Employer may designate additional positions/units for episodic on-call status consistent with law enforcement needs. If the Employer seeks to designate additional units as "on-going" it will provide notice to the Association and bargain the same upon request.
- C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of 50% for each hour on-call.
- D. Officers utilizing the voluntary on-call program for reporting to court shall not

receive any compensation while on-call.

- E. In the event the on-call assignment within a unit or units is on-going, the City will make a good faith effort to establish a rotational unit of at least three employees.

3.6 An employee who is assigned by appropriate authority to perform all the duties of a higher paying classification and/or assignment for a continuous period of one day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day or portion thereof worked at the higher classification and/or assignment.

3.7 No employee who successfully completes all of the mandatory requirements of firearms qualification with their Department issued or approved primary weapon shall be required to work without a firearm, except when reasonably deemed necessary by the Employer to be in the best interest of the City.

3.8 The Employer's firearms policies as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant, including all of the mandatory requirements of firearms qualification with a Department issued or approved primary weapon, shall also apply to employees covered by this Agreement.

3.9 Personnel Files - The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential to the extent permitted by law and shall restrict the use of information in the files to the extent permitted by law to internal use by the Employer or other police agencies, in the absence of a signed release from the subject employee; provided the Employer may release the personal photograph and biographical information to the public when an employee is promoted to any rank covered by this Agreement or is the recipient of a Commendation. This provision shall not restrict such information from being presented to any court or administrative tribunal, nor from producing information as required by public disclosure laws. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

3.9.1 Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

3.10 The City agrees to adhere to its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to bargaining unit employees in accordance with the terms set forth in the Municipal Code.

3.11 The City shall offer a group Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium, at a premium rate established by the City and the carrier. The City will offer an option for employees to purchase additional life

insurance coverage for themselves and/or their families, at the employees' sole expense.

3.12 The Employer agrees to repair or replace clothes or equipment damaged in the line of duty.

3.13 Employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the cents per mile mileage reimbursement rate adjusted annually, on January 15, to reflect the United States Internal Revenue Service audit rate then in effect for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

3.14 Acting Positions

- A. The decision on whether to fill a vacant Lieutenant position shall be made by the Department. Open permanent vacancies for Lieutenant positions, budgeted or not, within the established work jurisdiction of the Association, shall be filled by a bargaining unit employee of commensurate rank generally within sixty (60) days of the position opening or the establishment of the position. During the pendency of the promotion process, or when the current promotion list does not have any eligible candidates, an Acting Lieutenant may be appointed until a promotion can be made.
- B. In the event the Department determines that a special project needs to be temporarily filled, the Department will notify the Association in writing of the specific qualifications needed, a summary of the project specifics and a projected time period for the assignment. Bargaining unit employees will be given notice of a temporary position for special projects and offered the opportunity to submit an interest in filling the position. The Department will consider these expressions of interest prior to filling the position, and will make the decision based upon the operational needs of the Department. It is understood that in some cases, such as where a Sergeant has specific qualifications that interested Lieutenants do not have, or where the Department determines that based on reasonable operating needs an interested Lieutenant(s) should not be reassigned, an Acting Lieutenant may be used. If an Acting Lieutenant is utilized, the status of the position will be reviewed by the City and Association after 180 days. When the Department determines that a Sergeant has specific qualifications not matched by any interested Lieutenant, the Association will be notified. In the event the need for the special project reasonably can be expected to reoccur, the Association will have thirty (30) days to request a meeting regarding the feasibility of conducting training designed to qualify employees for the position in the event the special project arises again.

C. Acting Lieutenants

- 1) Acting lieutenants may be used to fill in for an existing Lieutenant who is absent due to illness, injury, or other leave. Such absences will be considered “short-term” if they are less than 120 days. After that, the absence will be considered “long-term.” The Department will maintain a list of assignments currently occupied by acting lieutenants; the list will include the first date of the lieutenant’s absence. Acting lieutenants are not bargaining unit employees.
 - 2) When a lieutenant not currently assigned to Operations is notified of a change in assignment into an Operations position, they may request the list of acting lieutenants and their assignments. They may select any position currently occupied by an acting lieutenant for consideration of assignment, with the exception of acting lieutenants in a short-term assignment as described above, or on a special project assignment pursuant to 3.14 (B). A determination will be made regarding the remaining length of the absence by the Department and Association. When the expected remaining absence is determined to be significant (factors include no clear return date, absence due to permanent appointment to non-represented position, etc.), the assignment will be made into the position held by the acting lieutenant. This will result in the reassignment of the acting lieutenant.
 - 3) Absent a specific operational impact, in which case the Department may override the selection process in this section, the Department will utilize the above process.
 - 4) Both parties acknowledge the difficulties related to the use of long-term acting lieutenants. In order to mitigate these difficulties, the Department and Association will meet quarterly to discuss details related to any current long-term acting lieutenants. The meetings need not produce a specific outcome so long as they are a good-faith effort to balance the considerations and interests of the Department and the Association. The meetings do not serve to waive or limit any legal right or access to any statutory process.
- D. Upon promotion to a lieutenant or captain position, an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her time served in any acting assignments within 365 days prior to the promotion.
- E. Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the Association bargaining unit. The Department affirms its intent to use bargaining unit employees to do

such work to the extent possible.

3.15 Parking Reimbursement - Employees will be reimbursed for any parking expenses incurred as a result of travel for work related business. Employees will make a good faith effort to minimize any such expense. Employees may park free of charge at any Department controlled garage/lot for work related business. The City will provide parking to employees free of charge at their regularly assigned workplace (i.e., headquarters or a precinct).

3.16 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

3.17 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

3.18 Assignments

- A. The parties agree that the possible assignments for bargaining unit employees fall into two categories. These two categories are the lieutenant watch commander assignment and specialty assignments (the remainder of lieutenant assignments and all captain assignments). The Association recognizes the need for the Chief to have discretion in making assignment decisions. At the same time, the City recognizes the value of getting input from

Lieutenants on positions that they have an interest in based either on career development or other factors.

- B. The Department encourages each Lieutenant to submit to their Captain a summary of position(s) that are of interest to them, with a short explanation as to the basis for their interest. In addition, the Lieutenant should include any other factor(s) that the Lieutenant believes the Department should be aware of when making assignments. The submissions will be on a form jointly created by the parties. The submission will be provided to their Captain, who will have the opportunity to make any additional comments before forwarding the information to the Chief, with a copy to SPD HR. This process is voluntary and does not create any guarantee of future assignment.
- C. Lieutenants assigned to Patrol in the watch commander designation will engage in a biennial (i.e. – every two years) shift selection. The selection will be based on seniority within the rank of lieutenant (time in classification). Total time on the Department will be used to break any ties for employees promoted to lieutenant on the same day. The Department reserves the right to deny a shift selection for operational needs, but any such denial will be explained in writing to the involved lieutenant. The shift selection (“bid”) process is administered by the Assistant Chief of Operations, or their designee:
 - i. On March 1st, all current watch commanders and any lieutenant notified of an assignment as watch commander effective immediately after the bid will submit a bid of three ranked shift selections to the Assistant Chief or designee.
 - ii. The bid may include a preference for precinct assignment. Precinct assignment is not subject to bid; however, lieutenants may indicate whether an assignment to the South/Southwest/East precinct or the West/North precinct is preferred. The lieutenant may also include an explanation for the preferred area of assignment.
- D. The initial assignment for newly promoted Lieutenants generally will be to patrol, except in the case of special skills or other operational needs.
- E. Through this process, the parties hope to create a mechanism to improve the assignment process. If the process results in unforeseen outcomes prior to the end of the contract term, either the Association or the Department may bring the issue to JLMC for further discussion. In addition, in the event the Department adds an additional CRG Lieutenant, and the assignments are for different shifts, the SPMA may bring the matter to JLMC to consider the possibility of allowing a shift bid between the CRG Lieutenants.
- F. Alleged violations of this Section 3.18 will first be addressed at JLMC. Upon

notification of an alleged violation, the parties will agree to toll any grievance timeline while the JLMC process is utilized in good faith to address the issue. Placement into a specialty assignment is not subject to grievance. This section is not intended to limit or conflict with any legal right to reversion related to medical leave, a concluded assignment as assistant chief, or any other situation with specific protections.

3.19 Special Projects - A special project is any new work assignment that is not defined by the Department's existing organizational structure (e.g., CRG Command) and is added to the existing duties of the employee. Most special project assignments can be managed as extra or additional duties.

When the requirements of the special project are so significant that the employee reasonably believes the special project work and the requirements of the existing assignment are incompatible from a workload perspective, the employee should notify the appropriate command staff member. Alternatively, the Association may raise the issue as a JLMC concern and meeting request. The Department will make a good-faith effort to schedule a JLMC meeting within two weeks of such notification.

3.20 Special Events - For the purposes of planning, a designated function within the special event management/command structure generally may not be occupied by a single lieutenant or captain for longer than ten (10) hours. Unless not operationally feasible, in an operational period that extends beyond 10 hours, additional lieutenants/captains will be assigned to begin work at the 10-hour mark. This provision does not limit the shift length of any individual employee.

The Association and Department both recognize the dynamic and changing nature of technology, equipment and tactics experienced in the management of special events. When existing PPE is inadequate for an event but cannot be replaced during that event, the Association may:

- A. Request an expedited authorization for non-issued equipment. If authorized, employees have discretion to purchase and submit documentation for reimbursement. Reimbursement is not guaranteed by this provision, and is at the discretion of the Department.
- B. After the event is concluded, request a JLMC to address the issue of PPE.

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION

4.1 The Employer shall pay the salaries set forth in Appendix A of this Agreement.

4.2 The Employer shall provide a deferred compensation match benefit as set forth in Appendix A of this Agreement.

ARTICLE 5 - HOLIDAYS

5.1 Captains shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of one hundred and twelve (112) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

5.2 Lieutenants who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay. The dates of the holidays are set forth in parentheses.

New Year's Day	(January 1)
Martin Luther King, Jr.'s Birthday	(third Monday in January)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19 th)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(2 nd Monday in October)
Thanksgiving Day	(fourth Thursday in November)
(The day immediately following Thanksgiving Day)	
Christmas Day	(December 25)

5.3 Whenever an employee has actually worked a holiday covered in Section 5.1, and the employee has not been given a day off with pay in lieu thereof, and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury, or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at the employee's regular rate for said holiday time.

5.4 Lieutenants assigned to units that are traditionally closed or operate with a reduced staff on the holidays may elect to work on those days but will not be entitled to the premium compensation set forth for the holidays enumerated in Section 5.2.

5.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, the employee shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, the employee shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the

Association from contesting the legality of such practice.

5.6 The list of holidays and total holiday hours allowed in 5.1 and 5.2 above will be supplemented by any additional holiday adopted by the City for all City employees. This will occur upon formal adoption of the new holiday, and does not need to be further bargained.

ARTICLE 6 - VACATIONS

6.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 6.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of Lieutenants who work a four (4)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

6.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time and holiday time off. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

6.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1 ACCURAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320.....	.0460	0 through 4.....	12	(96)	192
08321 through 18720.....	.0577	5 through 9.....	15	(120)	240
18721 through 29120.....	.0615	10 through 14.....	16	(128)	256
29121 through 39520.....	.0692	15 through 19.....	18	(144)	288
39521 through 41600.....	.0769	20.....	20	(160)	320
41601 through 43680.....	.0807	21.....	21	(168)	336
43681 through 45760.....	.0846	22.....	22	(176)	352
45761 through 47840.....	.0885	23.....	23	(184)	368
47841 through 49920.....	.0923	24.....	24	(192)	384
49921 through 52000.....	.0961	25.....	25	(200)	400
52001 through 54080.....	.1000	26.....	26	(208)	416
54081 through 56160.....	.1038	27.....	27	(216)	432
56161 through 58240.....	.1076	28.....	28	(224)	448
58241 through 60320.....	.1115	29.....	29	(232)	464
60321 and over.....	.1153	30.....	30	(240)	480

6.4 An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

6.5 Employees may, with Employer approval, use accumulated vacation with pay.

6.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the

restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.

6.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire, or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

6.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the Chief of Police, such lesser fraction of a day as shall be approved by the Chief of Police.

6.9 An employee who separates for any reason shall be paid in a lump sum for any unused vacation the employee has previously accrued.

6.10 Upon the death of an employee in active service, pay shall be allowed for any vacation accrued prior to the death of such employee.

6.11 Except for family and medical leave granted pursuant to Ordinance 116761, an employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump-sum for any unused vacation the employee has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before the leave of absence commences.

6.12 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police. Except for family and medical leave granted pursuant to Ordinance 116761, or as otherwise provided by law or ordinance, employees must use all accrued vacation prior to beginning an approved unpaid leave of absence.

6.13 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Nothing in this Section is intended to alter the existing practice with respect to LEOFF I or LEOFF II disability leave.

6.14 The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department, but which accommodate the desires of the employees to the greatest degree feasible.

6.15 If the Employer cancels vacation time once it has been approved, and the employee has incurred non-refundable travel or lodging expenses, the employee shall be reimbursed by the City upon submittal of appropriate documentation of the loss.

ARTICLE 7 - PENSIONS

7.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 8 - HEALTH INSURANCE COVERAGE

8.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150. The administration of LEOFF I medical benefits shall be maintained consistent with the Letter of Understanding signed by the Mayor on January 10, 1998.

8.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute R.C.W. 41.26, the City will provide dental coverage, as established by the City. The City will also provide, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and medical, dental, and vision coverage, as established by the City.

8.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical and dental care program, as established by the City, for eligible employees and their eligible dependents.

8.4 Effective January 1, 2020, the City shall provide medical, dental, and vision coverage, as mentioned in 8.2 and 8.3 above, for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans, including the Association. The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows. For calendar years 2020 through 2023, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

8.5 Bargaining unit employees may “buy up” to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to bargaining unit employees under this Agreement. Bargaining unit employees have the option of “buying up” to either the SPOG medical plan only, or “buying up” to the entire SPOG medical, dental and vision benefit package, at the individual’s option, by paying the associated increase in premium costs.

ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE

9.1 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Seattle Municipal Code 4.24, Subchapter 1 as amended. Upon death, twenty five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's death.

Effective upon signing, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Association, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by the Association on an annual basis, at the following rates:

- Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- Accumulated sick leave hours above 800 shall be cashed out at 75%.

In order to be eligible to receive this benefit, an employee must give the City six months notice of retirement, and the date provided for retirement may only be changed by mutual agreement.

9.2 For employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute RCW 41.26 for non-occupational disability leave, the Association will make available a long term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

9.3 The LTD program cited in Section 9.2 above shall be a group plan requiring mandatory participation by all eligible employees. Each eligible employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Association in its capacity as the representative of the affected employees.

9.4 The Association will notify the Seattle Police Department (SPD), Finance and Administration (FAS), and the Seattle Department of Human Resources (SDHR) in writing at least two months in advance of any premium rate changes, unless such information has already been provided to the City by SPOG.

9.4.1 During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 9.2 above is unable or unwilling to continue to provide

coverage or to maintain a major long term disability benefit, the parties will re-open the Agreement in order to find a mutually acceptable alternative.

9.4.2 In the event the Seattle Police Officers' Guild releases the City from any liability to provide long term disability benefits and assumes sole responsibility for providing such benefits, the Association shall have the option to do the same under the same terms and conditions. If the Association exercises such option, the Vision Services Plan approved by the Joint Labor-Management Insurance Committee will be provided by the City to all LEOFF II employees within the bargaining unit and dependents, and to all LEOFF I employee dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.

9.5 Industrial Insurance - Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments, and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept limited duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or Police Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.5.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows after the employee has been properly notified in advance, supplemental benefits may be terminated no sooner than seven (7) days after such notification has been received by the employee.

9.6 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or their designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

9.7. During the term of this Agreement, the Association is participating in a pilot program concerning SPFML. The details of this program are contained in Appendix C.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.

10.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Police Department at its discretion. Examples of such rights include the right:

- A. To recruit, hire, assign, transfer, or promote employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action with just cause;
- C. To determine the methods, processes, means and personnel necessary for providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs;
- D. To determine work schedules and the location of departmental headquarters and facilities; and
- E. To control the departmental budget.

10.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

10.4 Promotions - Promotions and the filling of vacancies are made from a list of eligible candidates certified by the Public Safety Civil Service Commission ("PSCSC") Secretary. The Association recognizes that the Chief, as the appointing authority, can select any of the certified eligible candidates in accordance with the law and the PSCSC rules. If the top candidate is passed over on two or more occasions, upon request the candidate will have a meeting with the Chief (or designee) to discuss ways to enhance their skills, abilities and/or performance.

10.5 Layoffs. The City retains the right to decide whether to layoff bargaining unit employees pursuant to applicable rules. The City recognizes the requirement to bargain the impacts of any layoff decision, or any material change in the rules applicable to the order of layoff, as provided under RCW 41.56.

ARTICLE 11 - WORK STOPPAGES

11.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.

11.2 The Employer shall not engage in lockout.

ARTICLE 12 - SUBORDINATION OF AGREEMENT

12.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law, State Law and City Charter are paramount and shall prevail.

12.2 Employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement, and except where, in the event of changes to the wages, hours, or working conditions of employees covered by this Agreement, bargaining is required by chapter 41.56 RCW.

ARTICLE 13 - SAVINGS CLAUSE

13.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

ARTICLE 14 - ENTIRE AGREEMENT

14.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to, or supersede any of its provisions, except by written agreement.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Any dispute between the Employer and the Association concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 - Pensions, shall not be subject to the procedure delineated in this Article.

15.2 A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures, except that any grievance involving suspension, demotion, disciplinary transfer, or termination (Discipline Grievance) shall be initially filed at STEP 3 below, and processed pursuant to Section 15.14. The Association has thirty (30) calendar days from the day the Association knew, or should have known, of the alleged contract violation to either request a Pre-Grievance Meeting or file a Step 1 grievance.

Pre-Grievance Meeting.

The Association may request a Pre-Grievance Meeting by submitting a written summary of the issue to the aggrieved employee's Bureau Chief, (with a copy to the designated sworn member of Command Staff, Senior Leadership Team, and the Police Department Human Resources Director) within thirty (30) calendar days of the alleged contract violation. A Pre-Grievance Meeting shall be held within fifteen (15) calendar days of the Association's submission. The outcome of the Pre-Grievance Meeting shall be reduced to writing by the parties within fifteen (15) calendar days of the meeting.

STEP 1. The Step 1 submission shall be in writing, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The submission shall go to the designated sworn member of the Command Staff (with a copy to the employee's Bureau Chief and the City Director of Labor Relations). The Step 1 submission must be filed within thirty (30) calendar days of the alleged contract violation or within fifteen (15) calendar days of the written outcome of the Pre-Grievance Meeting if that option was utilized. In the event there was no Pre-Grievance Meeting, the Employer may request that the parties convene a meeting to discuss the grievance. The Employer shall have thirty (30) calendar days from the date of the Step 1 submission to provide a written response.

STEP 2. The Association may submit a matter to Step 2 of the grievance

procedure within fifteen (15) calendar days of receiving the City's Step 1 response. The Step 2 submission shall go to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Command Staff, the Police Department Human Resources Director and the Bureau Chief. The Director of Labor Relations or their designee shall investigate the grievance. Either the Director of Labor Relations or their designee, or the Association may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Association with their written decision on the grievance with a copy to the City Director of Labor Relations.

STEP 3. A. Arbitration - If the grievance is not settled at Step 2, referral to arbitration must be made in writing within thirty (30) calendar days after the final decision in Step 2. Written and oral reprimands shall not be subject to Step 3 of the grievance procedure. If the Employer introduces into evidence a written or oral reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding. Any Discipline Grievance must be filed at Step 3(B) below.

B. Discipline Review – Any Discipline Grievance shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion, disciplinary transfer, or termination. A Discipline Grievance shall be filed at Step 3 and submitted to the City Director of Labor Relations, with a copy to the Chief of Police, the Police Department Human Resources Director, and the OPA Director. A request for appointment of a Neutral Examiner will be made to the Washington State Public Employment Relations Commission within fifteen (15) calendar days of the grievance filing.

15.3 Arbitrator Selection for Non-discipline Grievances- The parties will first attempt to agree on an arbitrator to hear the grievance. If unable to agree, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike the list, with the final name remaining serving as arbitrator.

15.4 Referral to arbitration must be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.

2. Details or nature of the alleged violation.
3. Position of the party who is referring the grievance to arbitration.
4. Question(s) which the arbitrator is being asked to decide.
5. Remedy sought.

15.5 In connection with any arbitration or Discipline Review proceeding held pursuant to this Agreement, it is understood as follows:

- A. The Arbitrator/Neutral Examiner shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the terms of this Agreement.
- B. The decision of the Arbitrator/Neutral Examiner's shall be final, conclusive and binding upon the City, the Association and employees involved, unless in violation of Washington public policy.
- C. The cost of the Arbitrator/Neutral Examiner shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.
- D. The Arbitrator's/Neutral Examiner's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

Any Arbitrator selected under Step 3 of this Article shall use the voluntary labor arbitration regulations of the American Arbitration Association, unless stipulated otherwise by the parties of this Agreement, as a guideline for hearing procedures.

- E. If arbitration has been timely requested, the parties may with mutual consent, attempt grievance mediation. The process will use a mutually acceptable professional mediator and conclude within thirty (30) calendar days after the mutual request.

15.6 The time for processing a grievance stipulated in Section 15.2 may be extended for stated periods of time by mutual written agreement between the Employer and the Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 15.2.

15.7 Failure by an employee or the Association to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the

Employer to comply with any time limitations of the procedure in this Article shall allow the Association to proceed to the next step without waiting for the Employer to reply at the previous step.

15.8 Grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen (15) or less days prior to the initial filing of the grievance.

15.9 If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for non-acceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

15.10 A grievance decision at any step of the procedure in Section 15.2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

15.11 Employees will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the Agreement shall subsequently be subject to the grievance procedure.

15.12 As an alternative to answering the Step 2 grievance or conducting an investigation or hearing at Step 2, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Association. The Association may then initiate Step 3 of this procedure within the time frames specified therein.

15.13 An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

15.14 Discipline Review

- 15.14.1 Goals of Discipline Review. The parties agree that there are legitimate and significant areas of concern that must be balanced during the disciplinary review process. The Association requires a disciplinary process that is reliable, fair, and consistently applied; the City requires a transparent process that aligns with public policy and does not undermine the Department; the community expects a transparent process that results in discipline when warranted. These concerns must be carefully weighed to create a disciplinary review process in which the Association, the City and the community all have confidence.

The arbitration model previously utilized created a grievance resolution mechanism that was outside of the established accountability process in that it took a “new look” at the circumstances of a disciplinary investigation.

This Discipline Review model addresses these issues and establishes a sustainable grievance resolution model for the resolution of discipline appeals involving a suspension, termination, demotion, or disciplinary transfer.

- 15.14.2 Investigatory Record. The OPA investigation file and the OPA Findings constitute the Investigatory Record (“IR”). The Association shall be provided a copy of the IR, and the 180 day clock will be tolled on that date. Upon receipt, the Association shall have thirty (30) days to review the IR and determine whether it wants to submit additional information (“Supplemental Submission”) as part of the material to be forwarded to the Chief. Requests for up to thirty (30) additional days accompanied by an explanation of the need for additional time shall not be unreasonably denied by the OPA Director (or designee). The Supplemental Submission shall be provided to OPA within the required period. After reviewing the Supplemental Submission, the OPA will have an opportunity to decide whether to forward the IR and Supplemental Submission to the Chief, or re-open the investigation. See Article 16.4 for specific details.

- 15.14.3 Loudermill/Due Process Hearing. After reviewing the IR and Supplemental Submission (if submitted) the Chief may either request that additional investigation be undertaken by the OPA, or schedule the Loudermill/Due Process Hearing. The results of any additional investigation will be added to the IR, and made available to the Association. After reviewing all of the information provided and the statement (if any) of the employee, the Chief shall issue a written decision (the “Decision”), unless the Chief decides to send the matter

back to OPA for additional investigation.

15.14.4 Initiation of Appeal. The Association may then initiate the Disciplinary Review process described below by filing a Notice of Appeal with the Chief, OPA, and Labor Relations within fifteen (15) days of receipt of the Decision.

15.14.5 Discipline Review.

A. Neutral Examiner. Discipline Reviews will be conducted by a Neutral Examiner. The Neutral Examiner shall be appointed using the Law Enforcement Disciplinary Grievance Roster established by the State Legislature in RCW 41.58.070, thus ensuring the Neutral Examiner will have the expertise and neutrality necessary to provide the parties and the public with a thorough and transparent process.

B. The Discipline Review hearing is not a de novo hearing of the facts and circumstances related to the disciplinary investigation. Rather, the Neutral Examiner will review a) the IR; b) any Supplemental Submission; and c) the Decision. This review will be on the existing record, except as provided in Section C below. The standard of review for a Discipline Review is whether there is a preponderance of evidence supporting the Chief's Decision. In the event misconduct is established, the level of discipline assessed by the Chief will be upheld unless it is found to be arbitrary and capricious.

C. There is a strong presumption that the investigatory record is complete once the Decision has been issued. The limited exceptions are as follows:

1. When the Association has identified and requested information or material from an outside source or witness but has not yet received it. Prior to the Loudermill, the Association will notify the Chief of the nature of the material requested and its relevance, giving the Chief an opportunity to delay the Loudermill pending receipt of the additional information or to proceed; and
2. Substantive and material new information arises regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct.

Information related to these exceptions will be provided to the Chief prior to any Discipline Review hearing by a Neutral Examiner, and the Chief and City Attorney's Office will have the opportunity to respond to the additional material.

D. Hearing. The Hearing will consist of a representative from each party presenting the position of that party to the Neutral Examiner. The length of the presentation will be determined in advance with the assistance of the Neutral Examiner. Except as explicitly allowed by Section 15.14.5(C) above, all arguments shall be limited to the IR, the Supplemental Submission and the Decision. The parties will use their best efforts to conduct the Hearing within 90 days of the assignment by PERC of a Neutral Examiner.

E. In cases where credibility is determinative, the Neutral Examiner may request to hear directly from the relevant witnesses to assess witness demeanor and credibility. The Neutral Examiner may only utilize this option if it is determined necessary in order to resolve the appeal. The Neutral Examiner may ask questions of the witnesses but there will be no examination of the witnesses by either party. Should this occur, each party may submit a list of questions to the Neutral Examiner for consideration.

F. If the Neutral Examiner concludes that the finding is supported by a preponderance of the evidence, and that the assessed level of discipline was not arbitrary or capricious, the Chief's decision and the discipline imposed is affirmed.

If the Neutral Examiner concludes the City has not established its case by the preponderance of the evidence, the discipline is overturned and the Neutral Examiner will make other determinations as appropriate.

G. If the Neutral Examiner concludes the facts support the Decision, but that the assessed level of discipline was arbitrary and capricious, the Neutral Examiner will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious.

H. The Neutral Examiner's decision is final and binding, unless in violation of Washington State public policy.

I. Discipline Review hearings will be made available to the public, via live-stream, written record, or similar means, such that the public may review the process either in real-time or shortly thereafter.

15.15 In the event discipline is challenged through the Public Safety Civil Service Commission (PSCSC) rather than the Discipline Review process (15.14 above), the parties agree that the preponderance of the evidence standard shall apply, and that the discipline may only be overturned if it is arbitrary and capricious. In the event the PSCSC concludes that the discipline was arbitrary and capricious, it will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious. The parties will work with the PSCSC to ensure adoption of this approach for SPMA member appeals.

ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS

16.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in Articles 15 and 16; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately, and the disciplinary action shall be subject to the Discipline Review procedure as provided under this Agreement or the hearing procedures of the Public Safety Civil Service Commission, but not both. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense. The standard of proof used by the Chief and OPA Director in making their determinations shall be a preponderance of the evidence. The standard of review that applies during Discipline Review is established in Article 15.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding material facts. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principles of just cause, a bargaining unit employee retains the right to initiate a Discipline Review or PSCSC appeal of an investigative finding and/or any associated discipline.

16.2 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

16.3 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony or a gross misdemeanor where the allegation if true could lead to termination, or if the Chief determines that leave without pay is necessary in order to maintain the public trust (e.g., an employee being investigated but not yet charged with a serious crime), the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. The Association will be notified when the Department intends to indefinitely suspend an employee in the bargaining unit. The Association has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to

back pay or lost benefits.

16.4 Internal Investigations Procedures

- A. The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA. Both parties affirm their commitment to comply with the intent of this Article. In the event an employee is investigated, the lead investigative function will be performed by any employee in OPA. All interviews will be consistent with the provisions of 16.4(H), regardless of the status or rank of the interviewer. When the lead investigating employee is a lower ranking sworn employee than the one being investigated, conflict of interest disclosures must be completed by both the investigator and the named employee on a form to be developed by OPA. Every six months, the OPA Director will provide a list of named SPMA employees and the corresponding lead sworn investigator to the Chief of Police. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Minor policy violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA, be assigned for investigation by the chain of command and/or Human Resources. It is understood that when OPA has a potential conflict of interest, OIG may conduct an internal investigation, and in such cases OIG will have all of the powers and authority otherwise afforded to OPA.
- B. The OPA shall furnish the named employee and the Association with a classification report no later than thirty (30) days after receipt of a complaint. At a minimum, the classification report shall include information sufficient to allow the named employee to prepare for any subsequent investigation (including a factual summary of the allegations against the employee), the time and place of the alleged wrongdoing unless providing the place would violate Seattle Ordinance 3.29.130, and if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA investigation or “front-line” investigation). The notification will include a good faith identification of the potential policy and/or rule violation(s). This identification need not be exhaustive and subsequently may be amended. In the event an amendment occurs less than seven (7) days before an interview, upon request the interview will be rescheduled in order to provide seven (7) days notice. In the case of allegations involving discrimination, harassment, retaliation or other EEOC laws the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources.
- C. Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, or as otherwise provided herein, no discipline may result from the

investigation, unless within one-hundred eighty (180) days after either receipt or initiation of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification will be provided via email and either hand delivery or via U.S. mail sent to the employee's home address on file with the Department. A copy of the written notification will be sent to the Association via email on the same day that notice is provided to the employee. When the conduct under investigation has been adjudicated by a supervisor providing formal performance counseling and that adjudication has been reviewed and approved by an OPA employee, the 180 days will begin upon OPA's approval of the supervisory adjudication.

1. The one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct 1) is being reviewed by a prosecuting authority or is being prosecuted at the city, county, state, or federal level; 2) is being criminally investigated or prosecuted in another jurisdiction; or 3) is being criminally investigated by the Seattle Police Department. The suspension of the one-hundred eighty (180) day time period only applies so long as the OPA is not engaged in an administrative investigation. The one hundred eighty (180) day time period will be tolled until the date OPA re-commences the investigation, or after OPA receipt of either a decline notice from a prosecuting authority, notification regarding the judicial acceptance of a guilty plea (or equivalent, such as a nolo contendere), or notification regarding a verdict in a criminal trial. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days of receiving notice of, and on the basis of, a criminal conviction or judicial acceptance of a guilty plea (or judicial equivalent, such as a nolo contendere).
2. Additionally, the failure of an employee or Department witness, or their representative, to participate in the investigation in a timely manner will result in an automatic extension of the 180-day limit by the additional amount of time the employee, Department witness, or representative took to participate.
3. Subject to the listed conditions, the OPA may request, and the Association will grant, an extension of the one-hundred eighty (180) day time limitation (so long as the request is made before the one-hundred eighty (180) day time period has expired) unless there is "good cause" to deny the request. The request will include a justification of the need for an extension, and the OPA Director will provide additional information if asked by the Association. A request for an extension due to the unavailability of witnesses must be supported by a showing by the OPA that the witnesses are reasonably expected to become available (both

physically available and willing to participate in the investigative process) within the time period requested. In the event the OPA Director position becomes vacant due to unforeseen exigent circumstances, the one-hundred eighty (180) day time restriction will be extended by sixty (60) days.

4. In the event that the OPA makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within seven calendar days from the date the request was first received by the Association President, or their designee. Failure to so respond shall result in the extension request being approved.
 5. When the OPA investigation is complete, the Investigative Record will be made available to the Association for the 30 day review period established in Article 15.14. The Association may request an extension of an additional 30 days if necessary. The one-hundred eighty (180) day time period will be suspended on the date the file is provided to the Association, and will remain suspended throughout the Association's review period. In the event the OPA re-opens the investigation during the Association review period, the 180 day clock will restart during the period of additional investigation. When the Association has completed its review, the file will be returned to the OPA Director with any supplemental evidence or investigative material. The 180 day time period will restart 10 days after the OPA receives the file and supplemental material; however, the OPA Director may extend the review period by notification to the Association, so long as no investigative actions occur during the extended review period. If the OPA Director determines that additional investigation is necessary after reviewing the Supplemental Submission, an extension request to the 180 day time period may be made consistent with 16.4 (C) (3) above, and the 180 day time period will not restart until the extension request has been resolved.
 6. The parties recognize the importance of avoiding disputes concerning the operation of the one hundred eighty (180) day time period for investigations, and thus will communicate in good faith in order to minimize disputes over this issue. In order to maintain full disclosure regarding the 180-day time period the OPA will notify the Association whenever the OPA Director believes the time period has been tolled.
- D. Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA. Classification of cases as administrative or criminal shall be made in

good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision.

- E. When an employee is to be interviewed or directed to complete a written statement in lieu of an in-person interview relative to a complaint in which they are involved as either a named or witness employee, the interview notice will include:
 - 1. Except in cases where notice would jeopardize the investigation, the address of the alleged misconduct (if known) and other information necessary to reasonably apprise them of the allegations of such complaint.
 - 2. The name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview
- F. Nothing in Section B or D shall function to limit the scope of the investigation. The named and witness employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement after compliance with the notification provisions of this Agreement, unless otherwise agreed by the employee.
- G. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any other City agency or its agents, that employee will be afforded their rights under the Police Officers' Bill of Rights by that City agent.
- H. OPA Interviews
 - 1. The OPA may conduct in-person or remote interviews of the complainant (if an employee), named employee, and witness(es) during the course of an OPA investigation.
 - 2. At least three business days and no more than thirty days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by this Agreement and shall advise the employee of their right to representation by the Association during the interview.
 - 3. Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation, the notification requirements set forth in this section shall be complied with before the

questioning on such incident or allegations commences, unless otherwise agreed by the OPA, the Association and the employee.

4. The Association will be allowed reasonable on-duty release time for a SPMA representative to provide representation requested by the employee during the questioning.
 5. Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA investigator(s) assigned to the case and one OPA command staff member (no more than three persons), and a court reporter or stenographer, if requested. Attendance at interviews by OIG representatives shall be as a neutral observer. OIG will make a good faith effort to provide the Association at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.
 6. Any person in attendance at interviews shall be precluded from making recommendations or otherwise determining disciplinary outcomes for the employee.
 7. The OPA interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. A copy of the OPA's digital recording will be provided to the Association at the conclusion of the interview, either by email or other electronic format. The employee and/or the Association shall have the right to make an independent recording of any interview, a copy of which shall be made available to the OPA upon request. If an interview of a named employee is recorded by the OPA, the OPA shall provide the employee a copy of the transcript of the interview at no cost within five days after completion of the transcript, if prepared.
- I. Although a sustained finding may be entered, no disciplinary action, loss in pay or reduction in benefits will result from a complaint of misconduct where the complaint is made to the OPA more than five years after the date of the incident which gave rise to the complaint, except:
1. where the allegations against the employee, if substantiated, would have constituted a crime at the time the conduct occurred, or
 2. where the named employee concealed acts of misconduct, or
 3. dishonesty, or

4. Type III force, as defined in the SPD policy manual or by applicable law

Any employee who has been denied a promotion or transfer opportunity by invoking this section (excluding the exceptions in I (1)-(4) above) upon request will be given a written description of measurable performance standards and the period of time these standards must be sustained in order to resolve the Department's concerns

- J. OPA shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint
- K. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to staff members of the OPA, Bureau Chief/Deputy Chief, the OPA Director, the OPA Auditor, the SPD Legal Counsel, SDHR, the SPD Human Resources Director, the City Attorney's Office, employees of the Office of Inspector General, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or their designee may authorize access to others in their discretion only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. Except as provided herein, any disclosure of an OPA internal investigation file involving a bargaining unit employee that is not in response to a court order or other lawful process will be disclosed to the Association.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants.

- L. The OPA shall maintain a record showing which files have been removed from the OPA office, the date of removal, who accessed the files, and to where the files have been transferred.
- M. An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access.

- N. OPA closed investigative files will be retained for the duration of the City employment plus six years, or longer if any action related to that employee is ongoing.
- O. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.
- P. During the file review period described in Article 15.14 the Association may supplement the investigatory record by submitting material, documents, or other evidentiary items to the OPA Director. When material held by an external source has been requested but not yet received, the request will serve as a “placeholder”. The Association will provide a description of the requested material and its expected probative value. All decisions regarding submittals of additional evidence or other material are within the Association’s discretion. However, when a placeholder request has been made, the Association will notify the Chief and OPA Director once the material has been received.

There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred. If substantive and material new information arises between the Loudermill hearing and the Chief’s decision regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct, the Association will have the right to submit such information to the Chief for review. This information may also be included in any Discipline Review hearing, so long as it was first submitted to the Chief. Refer to 15.14.5(c) for supplementation of the Investigative Record after the Chief’s decision.

16.5 Criminal Investigations

- A. In the event of a criminal investigation of a bargaining unit employee, all constitutional protections shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.
- B. OPA will not conduct criminal investigations. While OPA will not direct the conduct of a criminal investigation, OPA may communicate with the criminal investigators and/or prosecutors about the status and progress of a criminal investigation. In the discretion of the OPA, simultaneous OPA and criminal investigations may be conducted. In the event the OPA is conducting an OPA investigation while the matter is being considered by a prosecuting authority, the 180-day timeline provision continues to run. Additionally, in the case of concurrent investigations, OPA may coordinate with the criminal investigators and prosecutors regarding administrative investigatory details,

such as witness interview scheduling or review of evidence.

In the case of criminal allegations, OPA (after consulting with the Investigations Bureau Chief) shall identify the appropriate investigative unit outside of OPA with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. The criminal investigation shall become part of the administrative investigation. The OPA may, at its discretion, recommend to the Chief of Police that an outside law enforcement agency conduct a criminal investigation.

16.6 Bill of Rights - The “Police Officers’ Bill of Rights” spells out the minimum rights of an officer but where the language of the contract or the past practices of the Department grant the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by the Seattle Police Department and/or OPA.

16.6.1 Administrative Investigation Defined - For the purposes of this Article, the term "administrative investigation" means an investigation by or under the authority of the Chief of Police/OPA of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee’s Constitutional rights.

16.6.2 Right to Representation - Before any interview commences or written statement is provided, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with a personal attorney or bargaining unit representative(s) before being interviewed or providing a statement.

16.6.3 Interviewing procedures - Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked “off the record.” The employee being interviewed shall be entitled to such intermissions as the employee reasonably shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the

interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the conduct of the employee under investigation. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement, unless otherwise agreed to by the employee.

16.6.4 Intimidation of employee prohibited - No employee under investigation shall be falsely threatened with dismissal or other disciplinary action should the employee refuse to resign, nor shall any employee be subjected to abusive or offensive language or in any other manner intimidated or offered promises or reward as an improper inducement to answer questions.

16.6.5 Prior to a decision being made by the Chief when the range of potential discipline includes suspension, demotion or termination of an employee, the Department will give the employee an opportunity to attend a due process hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director (or designee), the Department HR Director (or designee), an Assistant or Deputy Chief, the Inspector General (or designee), SPD Counsel/CAO representative, and at the request of the named employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

16.6.6 If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the Chief will send the case back to the OPA for further investigation and the 180-day period will be tolled for up to 60 days (or longer if mutually agreed) in order to allow the further investigation to be conducted. The named employee has no obligation to attend their due process hearing or to present any information during the due process hearing if the employee chooses to attend.

16.6.7 When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state their reasons in writing and provide these to the OPA Director, the Mayor and City Council. In stating such reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for their decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of their decision.

16.7 Mediation – Alternative Resolution Process

1. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.
2. For cases involving dissatisfaction with an interaction with an officer, at the time of issuing the Classification Report OPA will ask the officer whether they are willing to mediate the complaint.
3. Assuming the officer is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is being considered for mediation. Complaints may also be considered for mediation after an investigation has been commenced. An official deferral will not be made until such time as the complainant and officer have agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.
 1. Voluntary process - Mediation will occur only if both the complainant and employee agree.
 2. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.
 3. If the Mediator informs the OPA that the employee participated in the process in good faith, the complaint will be dismissed and no discipline will be imposed. Good faith means:
 - a. The officer actively listens to the perspective of the other party; and
 - b. The officer fully communicates their own position and engages in the discussion.

Good faith does not require the officer to agree to any particular

resolution of a complaint.

4. In the event the complainant changes their mind and does not participate in the mediation, or if an employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be considered to have been tolled during the time from when the complaint was deferred to mediation until it was returned to OPA for investigation.
5. Confidential process - The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.
6. Time spent at the mediation shall be considered on-duty time.
7. The panel of mediators will be jointly selected by the OPA and the Association. All costs of mediation shall be borne by the City.
8. Multiple Named Officers - In the event there is more than one named officer, and not all officers want to participate in mediation, the OPA will decide whether to conduct mediation with only those officers wanting to participate. In any case where more than one officer participates in mediation, the Mediator will make an individualized good faith determination for each participating officer. In all such cases, employees choosing not to participate or that do not participate in good faith will have the complaint processed by OPA

16.8 Rapid Adjudication Process

- A. Rapid Adjudication ("RA") is an alternative complaint resolution process. RA may be initiated by the employee or OPA. It can be utilized when an employee recognizes that their conduct was inconsistent with required standards, and is willing to accept discipline for the infraction rather than requiring an extensive investigation by OPA.
- B. Employee Initiated.

Included with the classification report will be information about the Rapid Adjudication process. Within five (5) days of receiving the classification report, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or

designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the “Acceptance Notice”) and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time. If accepted, the employee’s acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative at any such meeting.

C. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee’s option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA representative at any such meeting.

D. RA Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute RA. An employee may request in writing that OPA consider the possibility of utilizing RA at any time during an investigation. Any such request will toll the 180-day timeline. OPA shall respond to the request within ten (10) days of receiving the request. If OPA agrees to utilize RA, procedures outlined in B(1) above shall apply. In the event no agreement is reached utilizing the RA process, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time.

E. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

F. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider rapid adjudication, or rejection of the discipline may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

16.9 EEO Investigations

A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to Equal Employment Opportunity laws and regulations shall be investigated under supervision of the Human Resources Unit.

B. EEO Investigations may be conducted by a member of the Human Resources Unit or, in the Department's discretion, by a civilian employed or retained by the City of Seattle.

C. In all investigations, the officer has the right to Association representation at the investigative interview.

D. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Director or Command Staff, as appropriate.

- E. No discipline may result from an EEO investigation unless a written report is provided to the affected employee, and the affected employee has an opportunity to respond to any findings and conclusions. The Department may, at any time, refer an EEO matter to the Office of Professional Accountability for a disciplinary investigation.
- F. All notification and interview procedures will conform with the provisions contained in Articles 16.4(B), 16.4(E), 16.4(F), 16.4(G), 16.4(H), 16.6.2, 16.6.3 and 16.6.4.

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE

17.1 There shall be a Police Department Joint Labor Management Committee consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or their representative, shall sit as one of the three (3) Employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. Either party may add additional members to its JLMC committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend JLMC meetings, and shall be provided an agenda in advance.

17.2 The JLMC shall meet on an ad hoc basis at the request of either party and shall consider and discuss matters of mutual concern pertaining to the improvement of the Police Department and the welfare of the employees.

17.3 The purpose of the JLMC is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees and shall function in a consultative capacity to the Chief of Police.

17.4 Either party may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.

17.5 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the rights of the parties provided in this Agreement and by law.

ARTICLE 18 - DURATION OF AGREEMENT

18.1 This Agreement shall become effective on January 1, 2020 or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 2023. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 2023 as stipulated in RCW 41.56.440. Notwithstanding an effective date of January 1, 2020, pay increases for each calendar year shall be effective as of the pay period that begins the closest to January 1 of each such year. Those dates are specified in Appendix A.

18.2 Upon thirty (30) days advance written notification, the City may require that the Association meet for the purpose of negotiating amendments to this Agreement which relate to productivity improvements within the Police Department.

18.3 The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the adoption of amendments to Title 4 of the Seattle Municipal Code.

Signed this ____ day of _____, 2022.

SEATTLE POLICE MANAGEMENT
ASSOCIATION

THE CITY OF SEATTLE

Executed under authority of
Ordinance _____

Scott Bachler, President

Bruce Harrell, Mayor

Brian Stampfl, Vice-President

Danielle Malcolm, Labor Relations

APPENDIX A – SALARIES

- A.1 Effective December 25, 2019, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	11,866	12,350	12,856	13,371
Captain	14,113	14,683	15,289	15,901

- A.2 Effective January 6, 2021, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	12,093	12,583	13,102	13,625
Captain	14,381	14,962	15,579	16,204

- A.3 Effective January 5, 2022, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	12,576	13,088	13,625	14,170
Captain	14,957	15,560	16,202	16,851

A.4 Effective January 4th, 2023, the base wage rates set forth in A.3 above shall be increased across-the-board by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index ("CPI") for June 2021 to June 2022 over the same index for June 2020 to June 2021; provided, however, said CPI percentage increase shall not be less than one and one-half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless otherwise noted). The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

A.5 A salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad only after that lieutenant has been sent to bomb technician school and is a certified bomb technician, including being used in the bomb technician rotation to be sent down range.

A.6 Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with

the following schedules:

Longevity		Effective 12/26/18
Completion of fifteen (15) years of service		6%
Completion of twenty (20) years of service		7%
Completion of twenty-five (25) years of service		12%
Completion of thirty (30) years of service		13%

A.7 The following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Precinct Captain: 5% (6% first pay period after implementation)

Violent Crimes Captain: 3%

Permanent Night Captain: 3%

Traffic Captain: 2%

- A. Effective January 1, 2004, an actual base salary increase of 3.5% was paid to all police captains per the 2004-2005 collective bargaining agreement for performing rotating night duty commander assignments.
- B. Effective the first pay period after implementation, Lieutenants in the position of Watch Commander or the CRG Lieutenant will receive a premium of 3% on their actual base wage rate while so assigned.

A.8 Correction of Payroll Errors. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and upon written notice, an overpayment shall be corrected as follows:

- A. If the overpayment involved only one paycheck;
 - 1. By payroll deductions spread over two pay periods; or
 - 2. By payments from the employee spread over two pay periods.
- B. If the overpayment involved multiple paychecks, by a prepayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay

period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's final paycheck(s).

D. By other means as may be mutually agreed between the City and the employee. The Association Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

A9 Deferred Compensation.

1. Effective January 1, 2019, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 2% of the top step base salary of Police Lieutenant. Effective the first pay period following implementation, the City's total annual match of an employee's contribution to the City's voluntary deferred compensation program shall increase up to a maximum of 3% of the top step base salary of Police Lieutenant.
2. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase commensurate with the City's percentage match at the time it is determined to be illegal, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Association and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2020-2023 collective bargaining agreement.

Accountability Legislation

The results of the bargaining on the Accountability Ordinance are incorporated into Article 16 of the CBA between the parties. In accordance with this, the City may implement the Accountability Ordinance. The Association retains the right to bargain any unforeseen effects arising out of the implementation of the Accountability Ordinance.

Body Worn Video

Association members participating in the BWV program shall follow the provisions of SPD Manual section 16.090 (“In-Car and Body-Worn Video”).

It is understood that the Department will require some bargaining unit members to wear BWV. The decision of which employees are or may be required to wear BWV will be made by the City.

Effective the first pay period after ratification of this Agreement, and continuing through the remainder of 2022, an additional two percent (2%) of the base monthly salary held by an employee shall be paid to each employee required to wear BWV while on duty for the City. Effective December 25, 2019 through the date of ratification, any Watch Commander that regularly wore BWV while on duty shall receive the 2% premium for each pay period during which they were wearing the BWV. The parties will work together in good faith to determine eligibility for this pay. This 2% premium for wearing BWV shall terminate on January 3, 2023.

Civilianization

The Captain position currently assigned to the Communications Section may be replaced by a non-sworn manager. The City reserves the right to determine when and if this happens. The Association and incumbent captain will receive at least 30 days notice prior to the implementation of a civilianization decision. There is no current proposal or agreement to civilianize the lieutenant position currently assigned within the Communications Section. These civilianization understandings are not dependent on where the communications function is ultimately housed organizationally.

In the event the City seeks civilianization of any other bargaining unit position(s), it may re-open the Agreement and bargain with the SPMA pursuant to the requirements of RCW 41.56.

Contract Effectiveness

Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

EEO interviews

EEO interviews may occur remotely over video at the City's discretion while the Mayor's Executive Order-COVID-19 Civil Emergency is in effect. After the expiration of this order, the parties may reopen on the issue of remote EEO interviews.

Flextime

Effective with this Agreement, Flextime will be capped at 200 hours, and will be controlled and managed by SPD.

Determination of Accruals:

Each Captain must affirm to SPD the amount of Flextime they have by providing a written statement as follows: "I affirm that I currently have ____ hours of Flextime." Failure to provide the affirmation will result in the Captain losing whatever Flextime accumulation they had. The mechanism for gathering this information shall be determined by the SPD HR Director and will be distributed shortly after the Agreement has been ratified by both parties.

For each Captain affirming more than 384 hours of Flextime, the Captain will be expected to establish proof of approval to go over the cap, as required in the underlying MOU.

Transition to New 200-hour Cap:

Captains will have eighteen (18) months from the point that Flextime balances appear in a Captain's timesheet balances to get to 200 or less hours of Flextime (the "Transition Period"). In order to avoid disputes regarding this timeline, the parties will agree on the initial date that Flextime balances are being electronically recorded, which will initiate the Transition Period. At the commencement of the Transition Period, each Captain will be given the opportunity to cash-out at 35% their accrued Flextime hours for those hours over 200 and up to 384 hours. This cash-out may be requested through a mechanism administered by the SPD HR Director. At the conclusion of the Transition Period, any remaining unused Flextime hours will be cashed out by the City at the rate of 25% for hours over 200 and up to 384 hours. Funds will be directed consistent with current City policy and IRS regulation.

If during the Determination of Accruals process it is established that a Captain has an approved over-the-cap balance, the City may notify the Association of its intent

to bargain issues related to the reduction of the over-the-cap amount. Absent such notification, the Captain will have the remainder of the Transition Period to use (or lose) the over-the-cap amount.

Four Ten Schedule Re-Opener

In the event the City implements a 4x10 patrol schedule with SPOG, and desires to extend that schedule to potentially impacted SPMA members as well, this Agreement may be re-opened to bargain the hours and work schedule impacts of the change to a 4X10 patrol schedule.

Incentive Sick Leave Balances

The use of incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below:

- A. Incentive sick leave may be used only for the three-day elimination period for industrial injuries or after all regular sick leave has been used.
- B. Incentive sick leave may not be cashed out or applied to the payment of health care premiums.

Legislative Changes

The parties recognize the dynamic and ongoing nature of legislative action as it relates to law enforcement reform and accountability. In the event new state/federal legislation is passed that potentially affects provisions within this Agreement, or if existing legislation is clarified such that it will potentially affect provisions within the Agreement, either party may re-open the Agreement in order to ensure compliance with any such new requirements.

Public Safety Civil Service Commission

The City may implement the revised composition of the Public Safety Civil Service Commission as provided in the Accountability Legislation at 4.08.040.

Race and Social Justice Initiative

For the duration of this Agreement, the Association agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative efforts.

Records Retention

The City will request an Attorney General Opinion regarding revised RCW 43.101.135 (7)(b) in SB 5051. The question to be resolved is whether the legislation requires the retention of all officer misconduct investigations, or just those that result in sustained findings or discipline. If the AGO indicates that unsustained complaints are not the subject of the legislation, the Association may re-open the CBA on the issue of retention of not sustained investigative files (see Article 16.4 (N)).

Secondary Employment

The Association recognizes the City's ability to regulate and manage secondary employment (such as through an internal office), and the discretion to determine when this occurs. The City recognizes that there may be impacts to employees in the bargaining unit (e.g., workload for any employee involved in making or overseeing the assignments) and commits to bargain any such impacts upon the request of the Association per RCW 41.56.

Washington Paid Family and Medical Leave Act

The Parties agree that the existing Memorandum of Agreement between the City and the Coalition of City Unions concerning the implementation of the Washington Paid Family and Medical Leave Act (attached as Appendix F) will be incorporated into this Agreement. Association bargaining unit employees may utilize benefits outlined in SMC 4.26, 4.27, 4.29, and RCW 50A consistent with City policy and this Agreement.

Dated this _____ date of _____, 2022 .

Seattle Police Management Association

City of Seattle

Scott Bachler, President,

Bruce Harrell, Mayor

Brian Stampfl, Vice President

Danielle Malcolm, Labor Relations

APPENDIX C

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.

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.). Leaves eligible for top-off during the pilot will be consistent with those applicable to the Coalition. Flextime is not eligible for top-off.

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 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 retroactivity 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.

J) The SPFML “top-up” program is a pilot, and the City and the Coalition of City Unions have developed a comprehensive review, analysis, and discussion system in order to assess the program (detailed in “K” below). The City agrees to notify the Association regarding the initial review meeting during Q2 2023, and the Association agrees to coordinate its participation through the Coalition. The City and Association will not conduct a separate review. Determinations about program viability and continuation will be made within the framework of the City/Coalition review and assessment, which is included below for reference.

K) Length and review of Pilot Program: 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 City and the Coalition of City Unions (the “Parties” for purposes of this subsection only) have agreed 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 days 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.

APPENDIX D

APPENDIX D

**MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and the
SIGNATORY UNIONS**

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

This Memorandum of Agreement (hereinafter, "MOA"), describes the processes and time frames agreed to between the City and the signatory Unions governing the medical, dental and vision, life, long term disability, long term care and employee assistance program benefits for all benefits-eligible employees represented by Unions that are a party to this MOA, including the changes thereto and premiums established through the Labor-Management Health Care Committee (hereinafter "Committee") in accordance with the provisions contained herein.

I. CONTRACTUAL PROVISIONS

Each Union that is a party to this MOA shall adopt and incorporate as part of their applicable Collective Bargaining Agreement, a provision that authorizes the Labor-Management Health Care Committee to govern benefit plans for all benefits-eligible employees represented by said Union, including premiums and changes thereto, in accordance with the provisions of this MOA.

DEFINITIONS

As utilized in this MOA, the term "total average plan cost of medical, dental and vision premiums" means the cost of premiums not diminished by funds from the Rate Stabilization Fund applied to reduce City and employee costs, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments and the respective monthly premiums paid by those employees to determine the total monthly medical premiums. Divide the resulting total by the total number of employees covered by this MOA to determine the average monthly plan medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly medical, dental and vision plan premiums derived from these calculations, add to this total the monthly amount utilized if any from the Rate Stabilization Fund referenced in IV, below, to reduce City and employee costs, and multiply by twelve to determine the total average plan cost, as referenced in this section, and sections VII and VIII, below.

As utilized in this MOA, the term “average City cost of medical, dental and vision premiums” means the cost of premiums excluding resources from the Rate Stabilization Fund (hereinafter “Fund”) and employee premium sharing, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments to determine the total monthly City medical premiums. Divide that total by the total number of employees covered by this MOA to determine the average monthly City medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly City medical, dental and vision plan premiums derived from these calculations and multiply by twelve to determine the average City cost, as referenced in this section, and sections VII and VIII, below.

III REQUIRED CITY CONTRIBUTION

For each program year of January 1, through December 31, after 2005, the City shall pay up to one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums for the previous January 1, through December 31, period towards the projected, increased premium costs of employee medical, dental and vision programs that have been approved by the Committee.

If the total average plan cost for medical, dental and vision premiums for a program year of January 1, through December 31, after 2005, is projected by the Labor-Management Health Care Committee to exceed one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous January 1, through December 31, program year, the matter shall be addressed as provided in section VII.

If the total average plan cost for medical, dental and vision premiums for a program year is projected to be less than one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous program year, the City shall only be obligated to pay that percentage increase in the average City cost of medical, dental and vision premiums paid by the City for the previous program year that is required to cover the projected increased total average plan cost for medical, dental and vision premiums.

IV. RATE STABILIZATION FUND

The Fund previously established by the parties shall be continued for utilization in year 2006 and beyond for the purposes described below. The initial funding shall be that level of funding that is contained within said previously existing Fund on the effective date of this MOA. The Fund shall also include money contributed on behalf of other Unions that may become a party to the MOA in the future, in addition to any interest, refunds, performance guarantee payments, excess premium revenues and other money that may become available or that is placed in the Fund as described in VIII, below. All such money shall be proportionately determined based upon the

Att 1 – Agreement with SPMA
V1

number of employees that are represented by the Unions that are a party to this MOA.

V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

The Committee shall continue as previously established by the parties. The Committee shall be composed of six (6) voting representatives identified annually by the Unions that are or become subject to this MOA, and six (6) voting representatives selected annually by the City. The Committee shall function as defined by the protocol and procedures previously established by the Committee or as hereinafter amended by the Committee.

VI. COMMITTEE RESPONSIBILITIES

In addition to those specific responsibilities defined in sections VII and VIII, below, the Committee shall have responsibility for the following:

- a. Reviewing quarterly reports of fund activity for the Fund provided for in section IV, above.
- b. Reviewing medical, dental and vision claims activity and plan performance at each monthly meeting. The Committee can request preparation of special reports to monitor specific areas of concern or interest to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants. The benefits consultant shall participate in these reviews on at least a quarterly basis.
- c. Determining benefit plan design. The Committee can request that research and study reports be prepared by staff and/or consultants to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants, and may share employee feedback on benefit issues.
- d. Selection of health care plan providers and consultants, and participation in the Request for Proposal process when appropriate.
- e. Authorizing expenditures from the Fund to pay the cost for mailings to Union members, costs for special research and/or study reports referenced in b and c, above, that exceed the Personnel Department budget and/or the contract terms with consultants, and related costs associated with educational activities intended to positively impact plan cost.

VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

If the total average plan cost of medical, dental and vision premiums for any program year (January 1 through December 31) after 2005 is projected to be greater than seven percent (7%) over the average City cost of medical, dental and vision premiums paid by the City for the prior program year (January 1, through December 31), then:

- a. The Committee must utilize existing Fund resources (including any special reserve resources pursuant VIII, below) applied to the total, annual premiums of the respective health care plan(s) to the extent necessary or until all the Fund is exhausted in an effort to remain within the projected total plan costs of medical, dental and vision premiums.
- b. If the Fund is exhausted, excess costs shall be addressed by the City paying eighty-five percent (85%) of the total excess costs, and employee premium sharing shall be increased in such a manner so that fifteen percent (15%) of the total excess costs are addressed.
- c. The respective health care plan benefit designs may only be modified by the agreement of the Committee.
- d. No decision by the Committee shall be permitted that modifies the percentages established in b, herein.

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care costs for a given program year have been determined, the Committee shall assess whether or not those costs exceeded premiums paid by the City, money utilized from the Fund, and premiums paid by employees.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were less than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the positive balance shall be retained as a reserve in the Rate Stabilization Fund until the Committee makes projections for health care premium rates for the next program year to determine whether and/or to what extent all or a portion of this positive balance must be utilized as part of the decision-making process defined in VII, a, above. Once such projections are made, the Committee shall address the disposition of any remaining positive balance.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were more than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the Committee shall determine the amount by which the premiums paid by the City, money utilized from the Fund, and premium shares paid by employees were exceeded. The Committee shall be required to address recovering the negative balance from the prior year through the decision-making process defined in VII, above, for cost projections for the next program year.

IX. AMENDMENTS

This MOA may be amended to the extent authorized by law upon agreement by the Committee or by the signatories.

X. DEFINITION OF THE TERM "AGREEMENT"


The definition of having reached an "agreement" as contemplated in sections VI, VII, VIII, and IX, above, shall mean that at least four (4) of the Labor members and four (4) of the City members of the Committee concur with the decision in question.

XI. TERM OF AGREEMENT

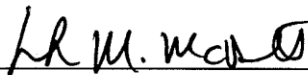
This MOA shall be valid for two (2) years from January 1, 2006, and shall renew itself for a three-year period on each third-year anniversary of said date. Provided, however, the City or a Union which is a party to this MOA may give notice not more than one hundred twenty (120) days prior to a third-year anniversary date of their intent to amend this MOA through the collective bargaining process or withdraw as a party to which the terms of this MOA are applicable. In the latter case, the MOA shall remain in full force and effect for all Unions which remain a party to it and the City, if the City has not withdrawn.

Signed this 1st day of May, 2007.

THE CITY OF SEATTLE



David Bracilano
Director of Labor Relations



Mark McDermott
Personnel Director



Dan Oliver
Seattle Police Management Association President

APPENDIX E

The City and the Association agree that the Memoranda of Agreement listed below remain operative and shall be retained by the parties and incorporated into the Agreement by reference. The parties agree that MOAs not referenced are either invalid, expired, or completed.

- 1997 – LEOFF members reemployed as civilians
- 2001 – Administration of vacation for LEOFF II on disability leave
- 2009 – Executive Leave cash out for Captains
- 2009 – 2006 pilot process for promotion from lieutenant to captain becomes permanent
- 2014 – Implementation of the Settlement Agreement and Memorandum of Understanding between the City and the Department of Justice (July 27, 2012)
- 2014 – Formation of the Community Police Commission
- 2014 – Access and confidentiality of the DOJ Monitor
- 2016 – Night Duty Commanders and Night Duty Commander Duty Rotation Calendar
- 2017 – Night Duty Commander Addendum

APPENDIX F

09/20/19

MEMORANDUM OF AGREEMENT

between the

City of Seattle and the

Coalition of City Unions

This is a Memorandum of Agreement ("Agreement") between the City of Seattle ("City") and the Coalition of City Unions ("Coalition") (collectively, "Parties"), concerning the implementation of Washington *Paid Family and Medical Leave Act* ("WAPFML"¹), *RCW Title 50A* by the City of Seattle. In 2018 the citizens of Washington State voted to approve the creation of a paid family and medical leave program for employees in Washington state, with benefits effective January 1, 2020. WAPFML will be administered by the Washington Employment Security Department. The Parties recognize that there are continuing uncertainties in how to best implement WAPFML as it applies to City employees because the Washington state rulemaking process will not be completed before December 31, 2019. As a result of the lengthy rulemaking process, the Parties are unable to completely assess the impact of the law and rules on the City and its represented employees, and therefore:

The Parties agree to the following measures to reduce uncertainty and to address issues which may arise after the implementation of the paid family leave law:

1. ELIMINATION OF DRAWDOWN

The City shall not require members of the Coalition of City Unions who execute this agreement, to reduce the balance of or "draw down" accrued vacation or accrued sick leave prior to receiving leave benefits provided for in *Seattle Municipal Code Chapter 4.27, Paid Parental Leave* or *Seattle Municipal Code 4.29, Paid Family Care Leave*.

2. EXPANDED DEFINITION OF FAMILY MEMBER FOR USE OF CITY LEAVE

The City agrees that for bargaining units that have entered into this Agreement, it will expand the definition of family member to include the employee's sibling, the employee's grandparent, or the employee's grandchild for the purpose of eligibility for family and medical leave under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave* and *Seattle Municipal Code Chapter 4.29, Paid Family Care Leave*.

3. EMPLOYEE PORTION OF PREMIUM PAID FOR BY EMPLOYEES

The Coalition of City Unions and each individual union therein, agree that Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an

¹ The City of Seattle refers to WAPFML as "State Paid Family and Medical Leave", or "SPFML."

09/20/19

employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4. PROTECTED LEAVE FOR THOSE INELIGIBLE FOR LEAVE UNDER SMC 4.26

An employee who does not meet the eligibility criteria required by Chapter 4.26 of the Seattle Municipal Code, but who otherwise qualifies for WAPFML, shall be eligible for an unpaid medical leave of absence. Such employee shall be afforded the same job protections and be subject to the same obligations under this medical leave of absence as though they were covered by this Chapter 4.26 of the Seattle Municipal Code.

5. CONCURRENCY OF LEAVE

Leave taken under RCW Title 50A shall be taken concurrently with the federal Family and Medical Leave Act of 1993 and with unpaid leave taken under Seattle Municipal Code Chapter 4.26, Family and Medical Leave.

6. AGREEMENT TO REOPEN INDIVIDUAL COLLECTIVE BARGAINING AGREEMENT(S) AFTER FINAL RULEMAKING COMPLETED

The Parties agree to reopen their respective Agreements for the purpose of addressing the impact of RCW Title 50A no later than September 30, 2020, after final rulemaking is completed, including but not limited to changes in the City's current paid leave program benefit, concurrency, "top off" and protected leave status which may arise as a result of final rulemaking from the State of Washington. After July 31, 2020, either Party may request to reopen the contract to address impacts of the law. The Parties further agree that they may reopen on this subject prior to July 31, 2020 by mutual agreement any time after the completion of the Washington state rule making has been completed.

SIGNED this 20th day of SEPTEMBER 2019.
Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE:



Jana Sangy
Director of Labor Relations


09/20/19


SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15


Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors


Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C & 21Z

Ed Stemler, General Counsel
WSCCCE, Council 2, Local 21-PA Assistant
City Prosecutors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters, & Waterworks,
Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

09/20/19

John Searcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouse

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal
Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal
Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Human Resources	Shaun Van Eyk/206-256-6804 Danielle Malcolm/206-684-0810	Sarah Burtner/206-233- 5044

** 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 collective bargaining agreement between The City of Seattle and the Seattle Police Management Association to be effective January 1, 2020 through December 31, 2023; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

This legislation authorizes the Mayor to implement a collective bargaining agreement between The City of Seattle (“City”) and the Seattle Police Management Association (SPMA). The collective bargaining agreement is a four-year agreement on wages, benefits, hours, and other working conditions for the time period January 1, 2020, through December 31, 2023. This legislation affects approximately 80 regularly appointed City employees.

The collective bargaining agreement provides for wage adjustments of 2.7 percent in 2020, 1.9 percent in 2021, and 4 percent in 2022. In 2023, wages shall be adjusted 100 percent of the increase of the Seattle CPI-W (Consumer Price Index) for June 2021 over June of the 2020, with a “floor” of 1.5 percent and a “ceiling” of 4 percent. Effective in 2022, the Precinct Captain premium will increase from 5 percent to 6 percent; and Watch Commanders will begin receiving a premium of 3 percent. Watch Commanders who regularly wore body-worn video between December 25, 2019, and the date of ratification will receive a 2% premium. Effective upon ratification, members who are required to wear the video will receive a 2% premium; which shall terminate on January 3, 2023.

The City and union agreed to continue health care cost sharing the same as in the previous agreements: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.

The parties negotiated other working conditions, effective upon implementation, including:

- Cash out of sick leave upon retirement to a VEBA account to pay for healthcare costs at the following rates: 25% for hours 0 to 400; 50% for hours 401 to 800; and 75% for hours above 801.
- The deferred compensation match will increase from 2 percent to 3 percent of the top step base salary of Police Lieutenant.
- Flextime will be capped at 200 hours, and will be controlled and managed by the Seattle Police Department. As part of the transition to the 200 hour cap, Flextime between 200-

384 hours can be cashed out at 35% at the start of the transition. Flextime over 384 hours or Flextime cashed out at the end of the transition may be cashed out at 25%.

- Addition of Juneteenth and Indigenous Peoples' Day as paid holidays.
- The option to cash out executive leave annually will be increased from 10 hours to 16.

2. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

** Please note that this section was authored by Central Staff Aly Pennucci and Greg Doss and approved by the City Budget Office on May 20, 2022.

The aggregate annual costs for the SPMA collective bargaining agreement are estimated to grow from \$18.4 million in 2019 to \$21.14 million in 2023. The estimated cost increases¹ to the City are as follows:

<i>\$'s in 000s</i>	2019 (Baseline)	2020 (Year 1)	2021 (Year 2)	2022 (Year 3)	2023 (Year 4)	4 Year Total
Total Cost	\$18,409	\$18,905	\$19,265	\$20,442	\$21,140	\$79,752
Cost over baseline		\$498	\$856	\$2,033	\$2,731	\$6,118

The City is currently holding funds in the General Fund's planning reserves to cover the costs of implementing the SPMA contract. However, the Executive has indicated that it intends to instead use sworn salary savings in SPD's Adopted Budget to fund the \$3.39 million that is required to pay SPMA members for retroactive and current wage adjustments through the end of 2022. Therefore: (1) it becomes unnecessary for the Executive to request in separate legislation or a supplemental budget additional appropriation authority for SPD to cover the cost of the SPMA contract; and (2) the funds held in planning reserves could be appropriated for other purposes or used to mitigate the impacts of the anticipated gap in GF revenues and expenditures in 2023 and 2024. Future (2023) contract costs will be appropriated through the 2023 budget process.

As noted in Central Staff's SPD 2022 Q1 Sworn Staffing Report posted to the April 26 Public Safety and Human Services (PSHS) Committee agenda, staff estimates that, based on hiring to date, \$4.5 million in SPD salary savings is currently available. If these one-time funds are used to cover the 2020-2022 costs of implementing the SPMA contract, the estimated salary savings in SPD's 2022 budget would decrease from an estimated \$4.5 million to \$1.11 million.

¹ The annual cost increases are calculated by subtracting the 2019 baseline budget for employees represented by SPMA from the estimated annual cost of implementing the four-year SPMA contract.

The 2022 Adopted Budget includes a proviso (SPD-003-B-001) that restricts SPD's ability to expend its sworn salary savings without future appropriation from the Council. On May 10, 2022, the PSHS Committee recommended approval of Resolution 32050 and Council Bill 120320. Resolution 32050 states the Council's intent to modify the proviso to authorize using these funds for staffing incentives and a recruitment support program in SPD. Council Bill 120320 provides authorization to use up to \$1,150,000 of the funds for:

- (1) An additional recruiter position in SPD;
- (2) A national ad campaign to market police officer positions to potential candidates;
- (3) A national search to hire a permanent Chief of Police; and
- (4) Moving expenses for new police officer hires in 2022;

As noted above, SPD will have \$1.1 million remaining in salary savings to fund items that are specified in Resolution 32050 and/or CB 120320. The Executive's use of salary savings on items 2-4 above will affect its ability to use remaining salary savings for staffing incentive programs. Additional spending on staffing incentives would require additional savings in SPD (sworn salary savings or other savings) or additional appropriations provided in a supplemental budget.

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

If the agreement is not legislated, employees will continue to receive the same wages that became effective on December 26, 2018. There may be other risks associated with not implementing the legislation.

3. OTHER IMPLICATIONS

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

Yes, there are costs and operational impacts to Seattle Police 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?

Further implementation of the accountability ordinance and the City's commitment to constitutional policing has a positive effect on vulnerable or historically disadvantaged communities.

f. Climate Change Implications

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

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

Summary Attachments:

Summary Attachment 1 – Bill Draft of Agreement with SPMA

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE MANAGEMENT ASSOCIATION

Effective January 1, 2020~~14~~ through December 31, 2023~~19~~

TABLE OF CONTENTS

<u>ARTICLE 1 - RECOGNITION AND BARGAINING UNIT</u>	<u>1</u>
<u>ARTICLE 2 - ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS</u>	<u>2</u>
<u>ARTICLE 3 - EMPLOYMENT PRACTICES</u>	<u>6</u>
<u>ARTICLE 4 - SALARIES AND DEFERRED COMPENSATION</u>	<u>17</u>
<u>ARTICLE 5 - HOLIDAYS.....</u>	<u>18</u>
<u>ARTICLE 6 - VACATIONS</u>	<u>20</u>
<u>ARTICLE 7 - PENSIONS</u>	<u>23</u>
<u>ARTICLE 8 - HEALTH INSURANCE COVERAGE.....</u>	<u>24</u>
<u>ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE</u>	<u>25</u>
<u>ARTICLE 10 - MANAGEMENT RIGHTS.....</u>	<u>28</u>
<u>ARTICLE 11 - WORK STOPPAGES.....</u>	<u>30</u>
<u>ARTICLE 12 - SUBORDINATION OF AGREEMENT.....</u>	<u>31</u>
<u>ARTICLE 13 - SAVINGS CLAUSE.....</u>	<u>32</u>
<u>ARTICLE 14 - ENTIRE AGREEMENT</u>	<u>33</u>
<u>ARTICLE 15 - GRIEVANCE PROCEDURE</u>	<u>34</u>
<u>ARTICLE 16 - INTERNAL INVESTIGATION PROCEDURES AND THE POLICE</u>	<u>42</u>
<u>OFFICERS' BILL OF RIGHTS.....</u>	<u>42</u>
<u>ARTICLE 17 - JOINT LABOR MANAGEMENT COMMITTEE</u>	<u>58</u>
<u>ARTICLE 18 - DURATION OF AGREEMENT.....</u>	<u>59</u>
<u>APPENDIX A – SALARIES</u>	<u>61</u>
<u>APPENDIX B – MEMORANDUM OF UNDERSTANDING</u>	<u>65</u>
<u>APPENDIX C – SPFML PILOT PROGRAM.....</u>	<u>71</u>
<u>APPENDIX D – LABOR-MANAGEMENT HEALTH CARE COMMITTEE MOA.....</u>	<u>74</u>
<u>APPENDIX E – CURRENT MOA’s INCORPORATED BY REFERENCE</u>	<u>82</u>
<u>APPENDIX F – WAPFML COALITION MOA</u>	<u>83</u>
ARTICLE 1 – RECOGNITION AND BARGAINING UNIT	1
ARTICLE 2 – ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS	2
ARTICLE 3 – EMPLOYMENT PRACTICES	46

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION	1417
ARTICLE 5 – HOLIDAYS	1518
ARTICLE 6 – VACATIONS	1720
ARTICLE 7 – PENSIONS	1923
ARTICLE 8 – HEALTH INSURANCE COVERAGE	2024
ARTICLE 9 – SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE	2125
ARTICLE 10 – MANAGEMENT RIGHTS	2328
ARTICLE 11 – WORK STOPPAGES	2430
ARTICLE 12 – SUBORDINATION OF AGREEMENT	2531
ARTICLE 13 – SAVINGS CLAUSE	2632
ARTICLE 14 – ENTIRE AGREEMENT	2733
ARTICLE 15 – GRIEVANCE PROCEDURE	2834
ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS	3542
ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE	4958
ARTICLE 18 – DURATION OF AGREEMENT	5059
APPENDIX A – SALARIES	5261
APPENDIX B – MEMORANDUM OF UNDERSTANDING	5565
APPENDIX C	5971
APPENDIX D	6174
APPENDIX E	6782
APPENDIX F	6883

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE POLICE MANAGEMENT ASSOCIATION

This Agreement is between the City of Seattle (hereinafter called the Employer or the City) and the Seattle Police Management Association (hereinafter called the Association) for the purpose of setting forth the wages, ~~hours~~hours, and other conditions of employment for those employees for whom the Association is the exclusive bargaining representative.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Association as the exclusive bargaining representative for the collective bargaining unit described in decision(s) emanating from Washington State Public Employment Relations Commission Case No. 1620-E-78-314.

1.2 Pursuant to Section 1.1 above, the classifications of employees covered by this Agreement are set forth in Appendix A of this Agreement.

1.3 The elected President of the Association or ~~his/her~~ their designated representatives are recognized by the Employer as official representatives of the Association empowered to act on behalf of members of the bargaining unit for negotiating with the Employer.

1.4 The President of the Association or ~~his/her~~ their designated alternate shall be the liaison between the Association and the Seattle Police Department.

1.4.1 Upon sufficient notification the Employer shall grant the President of the Association or their ~~his/her~~ designee a special leave of absence with pay to attend legislative hearings and/or conduct business for the Association to the extent that such leave does not interfere with the reasonable needs of the police department. The sum total of all such absences shall not exceed fifteen (15) ~~work days~~workdays in any calendar year. The Association shall reimburse the Employer for the hourly rate of pay including any premium pay for such time said Association representative spends on special leave of absence.

ARTICLE 2 - ~~UNION~~ ASSOCIATION ENGAGEMENT AND PAYROLL DEDUCTIONS

2.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, ~~assessments~~assessments, and other fees as certified by the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved.

2.2 The performance of this function is recognized as a service to the Association by the City and the City shall honor the terms and conditions of each worker's Association payroll deduction authorization(s) for the purposes of dues deduction only.

2.3 The Association agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Association members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

2.4 The City will provide the Association access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.

2.5 The Association and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

2.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by an Association representative to all employees covered by a collective bargaining agreement.

2.6.1 The individual Association meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.

2.7 At least five (5) business days before the date of the NEO, the City shall provide the Association with a list of names of the bargaining unit members attending the Orientation.

2.8 **New Employee and Change in Employee Status Notification:** The City shall supply the Association with the following information on a monthly basis for new employees:

- a) Name
- b) Home address
- c) Personal phone

- d) Personal email (if a member offers)
- e) Job classification and title
- f) Department and division
- g) Work location
- h) Date of hire
- i) Hourly or salary (FLSA) status
- j) Compensation rate

2.9 Any employee may revoke their authorization for payroll deduction of payments to their Association by written notice to the Association in accordance with the terms and conditions of the Association dues authorization rules.

2.10 The Association shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Association with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

2.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Association that the terms of the employee's authorization regarding dues deduction revocation have been met.

2.12 The City will refer all employee inquiries or communications regarding Association dues to the Association. The City may answer any employee inquiry about process or timing of payroll deductions.

2.13 The City including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Association or otherwise participate in Association activities at the City.

~~2.1 Each member of the bargaining unit shall be required as a condition of employment to maintain membership in good standing in the Association not later than 30 days after the individual becomes a member of the bargaining unit or 30 days after this contract is effective, whichever is later. For purposes of this Article, membership in good standing means the individual:~~

~~A. is a fully paid, regular member of the Association; or~~

~~B. pays to the Association an amount equivalent to the dues and initiation fees uniformly required of regular members, without becoming a regular member of the Association.~~

~~C. Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Association dues and initiation fees to a~~

~~non-religious charity or to another charitable organization mutually agreed upon by the Association and the individual.~~

~~The individual opting to make such charitable contributions in lieu of paying dues and initiation fees to the Association, shall furnish contemporaneous written proof that such payments have been timely made in accord with the times when dues and initiation fees would otherwise be due the Association. If the individual and the Association do not reach agreement on the matter, the Public Employment Relations Commission shall designate the charitable organization.~~

~~If an individual fails to satisfy his/her obligations as described above, the individual shall be discharged from the bargaining unit upon the Employer's receipt of the Association's written demand for same, which demand the Employer shall immediately honor; provided, however, that prior to making such a demand for discharge, the Association must have made reasonable attempts to inform the subject individual (at her/his last address known to the Association) in writing of that individual's financial obligations described in this Article, and the Association must have given the individual seven (7) calendar days thereafter in which to perfect payment to the Association of all monies due per the Association's notice of delinquency to the individual. If the individual has not made all such required payments within the aforesaid seven (7) calendar days, the individual shall forthwith be discharged from employment in the bargaining unit upon the Association's written demand therefore and written representation to the City's Director of Labor Relations (with copies to the Chief of Police and to the individual) that full payment has not been made.~~

~~2.2— Neither party to this Agreement will discriminate for or against any unit personnel in terms and/or conditions of employment due to union activity except as provided above.~~

~~2.3— The Employer agrees to deduct from the paycheck of each unit member who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of regular members of the Association, or amounts contributed to a qualifying charity as described above. The amounts so deducted shall be transmitted twice each month to the Association on behalf of each individual authorizing such deductions, at intervals of approximately 15 calendar days. Authorization by the employee unit members for such automatic deduction shall be on Association's dues authorization form approved by the parties hereto, substantially in accord with the form appended hereto as Appendix C, and may be revoked in futuro by an individual upon written request as set forth in Section 2.5, above. The performance of the deductions described herein is recognized as a service to the Association performed by the Employer.~~

~~2.4— It is the responsibility of the Association to notify individuals of their options regarding financial obligations to the Association. The Association will administer the provisions of this Article in accord with its obligations under the law. Disputes concerning the amount of dues or fees, if any, due the Association, or the responsibility of the Association to the individuals covered by this Agreement, shall not be subject to the~~

~~grievance and arbitration procedures of this Agreement. The Association agrees to indemnify and save harmless the Employer from any and all liability arising out of this Article, which is not caused by the Employer's error.~~

ARTICLE 3 - EMPLOYMENT PRACTICES

3.1 Selection of employees for the rank of Police Lieutenant or Police Captain shall be accomplished by the Employer in accordance with applicable rules established by the Public Safety Civil Service Commission for as long as the Commission has jurisdiction over such matters pursuant to City ordinance.

3.2 Rehires - In the event an employee leaves the service of the Employer and within the next two years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which the employee-he/she occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps.

3.3 Overtime, and Executive Leave, and Flextime

3.3.1 Lieutenants shall receive eight hours' pay for their regularly scheduled eight-hour day, which includes a one-half hour meal and therefore constitutes seven and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants shall receive additional compensation for work in excess of eight hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of eight (8) in a day, excluding meal periods.

3.3.2 Lieutenants working the four (4)/two (2) schedule shall receive nine hours' pay for their regularly scheduled nine-hour day, which includes a one-half hour meal period and therefore constitutes eight and one-half hours worked. In the event a Lieutenant works through a meal period, the Lieutenant shall not receive additional compensation. Lieutenants working the four (4)/two (2) schedule shall receive additional compensation for work in excess of nine hours, excluding meal periods. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of nine (9) in a day, excluding meal periods.

3.3.3 The work period for Lieutenants shall be one hundred seventy-one (171) hours in a twenty-eight (28) day work period. Lieutenants shall either be (a) compensated at the rate of time and one-half (1-1/2) or (b) provided with one and one-half (1-1/2) hours off for each hour worked in excess of one hundred seventy-one (171) in a twenty-eight (28) day work period. The Employer shall not arbitrarily change nor reschedule furlough days in order to avoid the earning of overtime by Lieutenants who work the 4/2 schedule.

3.3.4 All overtime, whether received as cash payment or as paid leave, is subject

to supervisory approval. Lieutenants who have worked overtime and are thereby eligible for overtime compensation will be allowed the choice of whether they will be a) compensated by a cash payment at the rate of time and one-half; or b) compensated by receiving additional paid leave at the rate of time and one-half for all overtime hours worked up to forty or in excess of ninety in a payroll year. There is no pyramiding of overtime or “stacking” of multiple overtime minimums. The Department Bureau Commanders will have sole discretion to decide that the form of compensation due to Lieutenants eligible for overtime for all overtime hours worked from forty through ninety in a payroll year shall be a cash payment rather than additional paid leave.

3.3.5 In the event Lieutenants are called back to work overtime which is not an extension either at the beginning or end of a normal shift, they will be compensated for a minimum of two (2) hours at the time and one-half (1-1/2) rate in the form of either a cash payment or time off. A shift extension is defined as reporting for duty within two (2) hours preceding or within one (1) hour following a Lieutenant's regularly scheduled shift.

3.3.5.1 While the compensation for employees formally on-call is contained in Section 3.5, for all employees that are not on-call both the Department and Association recognize the ease of communication that various electronic devices and technologies represent. It is common that usage of these items occurs outside of an employee's normal shift. The parties agree there are four broad categories of communication and employer expectation outside of normal work hours:

- 1) Widely distributed (SPDall) emails are not expected to be read or responded to outside of normal work hours;
- 2) Group 1 and/or Group 2 pages that are currently used to notify management personnel of serious crime events or other emergencies are not subject to compensation.— These are considered de-minimis. Specific employees who may respond to this type of notification as part of their assigned duties will be compensated per existing practice;:-
- 3) Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details relatively minor logistical information (e.g., sick, working off-site, change in work hours, etc.). These are de-minimis communications whether they are replied to or not, and are sent primarily as a convenience, and thus are not compensable; and
- 4) Specific communication from a supervisor to a subordinate, or a subordinate to a supervisor, that details information such that a substantive and immediate response or action is required prior to the next workday. In the event this type of communication amounts to more than eight minutes, it is compensable work, and a lieutenant is authorized to request overtime. There is a one-

hour minimum, and time spent engaged in such activity will be rounded up to the nearest 1/4 hour. If the communication leads to a response to a work location, the entire event will be treated as a call-back for purposes of overtime compensation. The initial communication will not be paid as a separate event.

3.3.6 Management employees of the rank of Police Captain may be ordered by the Employer to work overtime and to be on standby although they will not receive and are not entitled to overtime and/or standby pay. In lieu thereof, each Captain will be granted sixty-four (64) hours of non-cumulative paid Executive Leave per calendar year. Such leave shall be available on January 1 of each year, provided that if an employee fails to remain employed throughout the calendar year, such leave shall be prorated. Each Captain will have the option of cashing out a maximum of sixteen ~~ten~~ ~~(160)~~ (169) hours of Executive Leave each calendar year; provided that the employee gives the Police Department notice by July 1 of each such year. Any such Executive Leave cashout will be paid on the first pay-date in August of that calendar year.

3.3.7 Employees promoted to the rank of Captain after January 1 of any calendar year shall, for the calendar year in which promoted or assigned, only be entitled to a prorated share of sixty-four (64) hours of Executive Leave time based upon the number of full pay periods remaining in that calendar year. Such prorated share shall accrue immediately upon such promotion or assignment.

3.3.8 Use of Executive Leave shall be accomplished in the same manner as vacation leave or in accordance with specific policies promulgated by the Seattle Police Department for use of Executive Leave. Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is granted or else it will be lost.

3.3.9 Employees holding the permanent rank of Captain may earn and use Flextime. The accrual of Flextime is intended for the completion of work that is unrelated to the Captain's primary duty assignment; there is no additional compensation or leave for work related to the primary duty assignment.

3.3.10 Captains assigned to a command position at either a pre-planned Special Event (e.g. – Torchlight Parade, Seafair hydro races, 4th of July), or at a Significant Large-scale Event will be eligible for accrual of Flex-time leave. Significant Large-scale Events include, but are not limited to, natural disasters or large crowd control events such as protests.

3.3.11 Captains who have completed work in either a Significant Large-scale Event or at a pre-planned Special Event will submit a request for Flextime with the appropriate justification to their supervisor.— The supervisor (their Bureau Commander) will make a determination as to the appropriate amount of Flextime to grant. Upon approval of the Bureau Commander, the Captain's timesheet will

be updated to reflect the approved Flextime earned. Hours awarded will be at straight-time, not at time and a half.

3.3.12 Flextime usage, and the approval of its use, will be governed in the same manner as vacation time.

3.3.13—~~There~~ There is a 200-hour cap on Flextime. There is no ability to cash out Flextime. (See Appendix B for information on the process for transitioning to the 200-hour cap.)

3.4 The daily work hours of an employee may, upon direction from or with the concurrence of the Employer, be adjusted to accommodate the varying time demands of the activities for which the employee is responsible. For example, upon direction from or with the concurrence of the Employer, an employee may work ten (10) hours one day and six (6) hours the next day, or six (6) days one week, and four (4) days the following week, or any other variation specifically approved by the Employer on a case-by-case basis.

3.5 On-Call for Lieutenants - The Employer and the Association agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply.

- A. On-call time at the 10% rate shall be defined as that period of time during which a Lieutenant is required by the Employer to remain in a state of readiness and is available by telephone to respond to a summons to duty and for which discipline may attach for failure to respond.
- B. The Employer and the Association agree that the issuance of a cellphone to an employee does not constitute placing the employee on on-call status. Units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety. The units identified as on-going for which the City may establish on-call are Homicide, CSI, SWAT, ABS, Force Investigations, DV/SAU, and Robbery/Gangs. The Employer may designate additional positions/units for episodic on-call status consistent with law enforcement needs. If the Employer seeks to designate additional units as “on-going” it will provide notice to the Association and bargain the same upon request.
- C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of 50% for each hour on-call.
- D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.
- E. In the event the on-call assignment within a unit or units is on-going, the City will make a good faith effort to establish a rotational unit of at least three

employeesmembers.

~~F. The City recognizes that it is a sound law enforcement practice to develop the skill sets required for these positions in order to expand the pool of potential back-up candidates. The City and the Association will establish a small work group to make recommendations to the Department on potential training that could be undertaken in order to expand the pool of relief roster candidates. The work group will be convened within ninety (90) days. The decision as to what training will be provided will be made by the Department~~

3.6 An employee who is assigned by appropriate authority to perform all the duties of a higher paying classification and/or assignment for a continuous period of one day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day or portion thereof worked at the higher classification and/or assignment.

3.7 No employee who successfully completes all of the mandatory requirements of firearms qualification with their Department issued or approved primary weapon shall be required to work without a firearm, except when reasonably deemed necessary by the Employer to be in the best interest of the City.

3.8 The Employer's firearms policies as amended from time to time pertaining to uniformed officers of the rank of Police Officer and Sergeant, including all of the mandatory requirements of firearms qualification with a Department issued or approved primary weapon, shall also apply to employees covered by this Agreement.

3.9 Personnel Files - The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files shall be confidential to the extent permitted by law and shall restrict the use of information in the files to the extent permitted by law to internal use by the Employer or other police agencies, in the absence of a signed release from the subject employee; provided the Employer may release the personal photograph and biographical information to the public when an employee is promoted to any rank covered by this Agreement or is the recipient of a Commendation. This provision shall not restrict such information from being presented to any court or administrative tribunal, nor from producing information as required by public disclosure laws. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.

3.9.1 Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.

~~3.10 In accordance with Ordinance 104526, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of, or~~

~~on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.~~

3.10 The City agrees to adhere to its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to bargaining unit employees ~~to Association members~~ in accordance with the terms set forth in the Municipal Code.-

~~3.112 Sickness/Serious Injury in the Family – In the event of a sudden, unexpected, disabling illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or theirhis/her designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.~~

3.112 The City shall offer a group Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium, and the City shall pay forty percent (40%) of the monthly premium, at a premium rate established by the City and the carrier. The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families, at the employees' sole expense.

3.123 The Employer agrees to ~~provide a fund to~~ repair or replace clothes or equipment damaged in the line of duty.

3.134 Employees who are authorized by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the cents per mile mileage reimbursement rate adjusted annually, on January 15, to reflect the United States Internal Revenue Service audit rate then in effect for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

3.14 Acting Positions

A. The decision on whether to fill a vacant Lieutenant position shall be made by the Department. Open permanent vacancies for Lieutenant positions, budgeted or not, within the established work jurisdiction of the Association, shall be filled by an bargaining unit employee ~~Association member~~ of commensurate rank generally within sixty (60) days of the position opening or the establishment of the position. —During the pendency of the promotion process, or when the current promotion list does not have any eligible candidates, an Acting Lieutenant may be appointed until a promotion can be made.

B. In the event the Department determines that a special project needs to be temporarily filled, the Department will notify the Association in writing of the

specific qualifications needed, a summary of the project specifics and a projected time period for the assignment. Bargaining unit employees ~~Association members~~ will be given notice of a temporary position for special projects and offered the opportunity to submit an interest in filling the position. The Department will consider these expressions of interest prior to filling the position, and will make the decision based upon the operational needs of the Department. It is understood that in some cases, such as where a Sergeant has specific qualifications that interested Lieutenants do not have, or where the Department determines that based on reasonable operating needs an interested Lieutenant(s) should not be reassigned, an Acting Lieutenant may be used. If an Acting Lieutenant is utilized, the status of the position will be reviewed by the City and Association after 180 days. When the Department determines that a Sergeant has specific qualifications not matched by any interested Lieutenant, the Association will be notified. In the event the need for the special project reasonably can be expected to reoccur, the Association will have thirty (30) days to request a meeting regarding the feasibility of conducting training designed to qualify employees ~~Association members~~ for the position in the event the special project arises again.

~~B.~~

C. Acting Lieutenants

- 1) Acting lieutenants may be used to fill in for an existing Lieutenant who is absent due to illness, injury, or other leave. Such absences will be considered “short-term” if they are less than 120 days. After that, the absence will be considered “long-term.” The Department will maintain a list of assignments currently occupied by acting lieutenants; the list will include the first date of the lieutenant’s absence. Acting lieutenants are not bargaining unit employees.
- 2) When a lieutenant not currently assigned to Operations is notified of a change in assignment into an Operations position, they may request the list of acting lieutenants and their assignments. They may select any position currently occupied by an acting lieutenant for consideration of assignment, with the exception of acting lieutenants in a short-term assignment as described above, or on a special project assignment pursuant to 3.146 (B). A determination will be made regarding the remaining length of the absence by the Department and Association. When the expected remaining absence is determined to be significant (factors include no clear return date, absence due to permanent appointment to non-represented position, etc.), the assignment will be made into the position held by the acting lieutenant. This will result in the reassignment of the acting lieutenant.

3) Absent a specific operational impact, in which case the Department may override the selection process in this section, the Department will utilize the above process.

4) Both parties acknowledge the difficulties related to the use of long-term acting lieutenants. In order to mitigate these difficulties, the Department and Association will meet quarterly to discuss details related to any current long-term acting lieutenants. The meetings need not produce a specific outcome so long as they are a good-faith effort to balance the considerations and interests of the Department and the Association. The meetings do not serve to waive or limit any legal right or access to any statutory process.

D. Upon promotion to a lieutenant or captain position, an individual promoted who has previously served in an acting capacity will be given credit, for step placement purposes, for all his/her time served in any acting assignments within 365 days prior to the promotion.

E. Certain functions relating to command of Special Events and/or Unusual Occurrences are agreed to be the traditional work of the Association bargaining unit. The Department affirms its intent to use bargaining unit employees ~~Association unit members~~ to do such work to the extent possible.

3.156 Parking Reimbursement - Employees will be reimbursed for any parking expenses incurred as a result of travel for work related business. Employees will make a good faith effort to minimize any such expense. Employees may park free of charge at any Department controlled garage/lot for work related business. The City will provide parking to employees free of charge at their regularly assigned workplace (~~i.e.,~~ headquarters or a precinct).

3.167 Labor-Management Leadership Committee - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high-quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

3.178 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of

employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

3.189 Assignments

- A. The parties agree that the possible assignments for bargaining unit employees fall into two categories. These two categories are the lieutenant watch commander assignment and specialty assignments (the remainder of lieutenant assignments and all captain assignments). The Association recognizes the need for the Chief to have discretion in making assignment decisions. At the same time, the City recognizes the value of getting input from Lieutenants on positions that they have an interest in based either on career development or other factors.
- B. The Department encourages each Lieutenant to submit to their Captain a summary of position(s) that are of interest to them, with a short explanation as to the basis for their interest. In addition, the Lieutenant should include any other factor(s) that the Lieutenant believes the Department should be aware of when making assignments. The submissions will be on a form jointly created by the parties. The submission will be provided to their Captain, who will have the opportunity to make any additional comments before forwarding the information to the Chief, with a copy to SPD HR. This process is voluntary and does not create any guarantee of future assignment.
- C. Lieutenants assigned to Patrol in the watch commander designation will engage in a biennial (i.e. – every two years) shift selection. The selection will be based on seniority within the rank of lieutenant (time in classification). Total time on the Department will be used to break any ties for employees promoted to lieutenant on the same day. The Department reserves the right to deny a shift selection for operational needs, but any such denial will be explained in writing to the involved lieutenant. The shift selection (“bid”) process is administered by the Assistant Chief of Operations, or their designee:
 - i. On March 1st, all current watch commanders and any lieutenant

notified of an assignment as watch commander effective immediately after the bid will submit a bid of three ranked shift selections to the Assistant Chief or designee.

- ii. The bid may include a preference for precinct assignment. Precinct assignment is not subject to bid; however, lieutenants may indicate whether an assignment to the South/Southwest/East precinct or the West/North precinct is preferred. The lieutenant may also include an explanation for the preferred area of assignment.

D. The initial assignment for newly promoted Lieutenants generally will be to patrol, except in the case of special skills or other operational needs.

E. Through this process, the parties hope to create a mechanism to improve the assignment process. If the process results in unforeseen outcomes prior to the end of the contract term, either the Association or the Department may bring the issue to JLMC –for further discussion. In addition, in the event the Department adds an additional CRG Lieutenant, and the assignments are for different shifts, the SPMA may bring the matter to JLMC to consider the possibility of allowing a shift bid between the CRG Lieutenants.

F. Alleged violations of this Section 3.18 will first be addressed at JLMC. Upon notification of an alleged violation, the parties will agree to toll any grievance timeline while the JLMC process is utilized in good faith to address the issue. Placement into a specialty assignment is not subject to grievance. This section is not intended to limit or conflict with any legal right to reversion related to medical leave, a concluded assignment as assistant chief, or any other situation with specific protections.

3.190 Special Projects - A special project is any new work assignment that is not defined by the Department's existing organizational structure (e.g.e.g., CRG Command) and is added to the existing duties of the employee. Most special project assignments can be managed as extra or additional duties.

When the requirements of the special project are so significant that the employee reasonably believes the special project work and the requirements of the existing assignment are incompatible from a ~~work load~~workload perspective, the employee should notify the appropriate command staff member. Alternatively, the Association may raise the issue as a JLMC concern and meeting request. The Department will make a good-faith effort to schedule a JLMC meeting within two weeks of such notification.

3.204 Special Events - For the purposes of planning, a designated function within the special event management/command structure generally may not be occupied by a single lieutenant or captain for longer than ten (10) hours. Unless not operationally feasible, in an operational period that extends beyond 10 hours, additional lieutenants/captains will be assigned to begin work at the 10-hour mark. This provision does not limit the shift

length of any individual employee.

The Association and Department both recognize the dynamic and changing nature of technology, equipment and tactics experienced in the management of special events. When existing PPE is inadequate for an event but cannot be replaced during that event, the Association may:

A. Request an expedited authorization for non-issued equipment. If authorized, employees have discretion to purchase and submit documentation for reimbursement. Reimbursement is not guaranteed by this provision, and is at the discretion of the Department.

B. After the event is concluded, request a JLMC to address the issue of PPE.

ARTICLE 4 – SALARIES AND DEFERRED COMPENSATION

4.1 The Employer shall pay the salaries set forth in Appendix A of this Agreement.

4.2 The Employer shall provide a deferred compensation match benefit as set forth in Appendix A of this Agreement.

ARTICLE 5 - HOLIDAYS

5.1 Captains shall be allowed ~~fourteen~~^{twelve} (14~~12~~) holidays off per year with pay, or ~~fourteen (14)~~ ~~twelve (12)~~ days off in lieu thereof, at the discretion of the Chief of Police. Lieutenants shall be allowed ~~fourteen (14)~~ ~~twelve (12)~~ holidays off per year with pay, or ~~fourteen (14)~~ ~~twelve (12)~~ days off in lieu thereof, for a total of ~~one hundred and twelve~~^{ninety-six} (112~~96~~) hours of paid holiday time, at the discretion of the Chief of Police. A holiday shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 5.2 below for those Lieutenants working a 4/2 schedule. A holiday shall be defined as the day of observance recognized by the City for those employees working a 5/2 schedule.

5.2 Lieutenants who are regularly scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for each hour worked during said period; provided, however, there shall be no pyramiding of the overtime and holiday premium pay. The dates of the holidays are set forth in parentheses.

New Year's Day	(January 1)
Martin Luther King, Jr.'s Birthday	(third Monday in January)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
<u>Juneteenth</u>	<u>(June 19th)</u>
Independence Day	(July 4)
Labor Day	(first Monday in September)
<u>Indigenous Peoples' Day</u>	<u>(2nd Monday in October)</u>
Thanksgiving Day	(fourth Thursday in November)
(The day immediately following Thanksgiving Day)	
Christmas Day	(December 25)

5.3 Whenever an employee has actually worked a holiday covered in Section 5.1, and the employee has not been given a day off with pay in lieu thereof, and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury, or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at the employee's ~~his/her~~ regular rate for said holiday time.

5.4 Lieutenants assigned to units that are traditionally closed or operate with a reduced staff on the holidays may elect to work on those days but will not be entitled to the premium compensation set forth for the holidays enumerated in Section 5.2.

5.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, the employee ~~he/she~~ shall be marked holiday on the time sheet. When a LEOFF

If an employee is on disability leave and a holiday occurs, the employee~~he/she~~ shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the Association from contesting the legality of such practice.

5.6 The list of holidays and total holiday hours allowed in 5.1 and 5.2 above will be supplemented by any additional holiday adopted by the City for all City employees. This will occur upon formal adoption of the new holiday, and does not need to be further bargained.

ARTICLE 6 - VACATIONS

6.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 6.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of Lieutenants who work a ~~six (6)/two (2)~~ or four (4)/two (2) schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.

6.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time and holiday time off. At the discretion of the Employer, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

6.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

COLUMN NO. 1 ACCURAL RATE		COLUMN NO. 2 EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			COLUMN NO. 3 MAXIMUM VACATION BALANCE
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
0 through 08320.....	.0460	0 through 4.....	12	(96)	192
08321 through 18720.....	.0577	5 through 9.....	15	(120)	240
18721 through 29120.....	.0615	10 through 14.....	16	(128)	256
29121 through 39520.....	.0692	15 through 19.....	18	(144)	288
39521 through 41600.....	.0769	20.....	20	(160)	320
41601 through 43680.....	.0807	21.....	21	(168)	336
43681 through 45760.....	.0846	22.....	22	(176)	352
45761 through 47840.....	.0885	23.....	23	(184)	368
47841 through 49920.....	.0923	24.....	24	(192)	384
49921 through 52000.....	.0961	25.....	25	(200)	400
52001 through 54080.....	.1000	26.....	26	(208)	416
54081 through 56160.....	.1038	27.....	27	(216)	432
56161 through 58240.....	.1076	28.....	28	(224)	448
58241 through 60320.....	.1115	29.....	29	(232)	464
60321 and over.....	.1153	30.....	30	(240)	480

6.4 An employee shall accrue vacation from the date of entering City service and may accumulate a vacation balance which shall generally not exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible, except under circumstances outlined in Section 6.6 of this Agreement. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.

6.5 Employees may, with Employer approval, use accumulated vacation with pay after

~~completing one thousand forty (1040) hours on regular pay status.~~

6.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis. ~~In the event that the Employer cancels an employee's already scheduled and approved vacation leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three months if such exception is approved by both the Chief of Police and the Personnel Director in order to allow rescheduling of the employee's vacation. In such cases the Chief of Police shall provide the Personnel Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.~~

6.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire, or the period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

6.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the Chief of Police, such lesser fraction of a day as shall be approved by the Chief of Police.

6.9 An employee who separates for any reason ~~retires or resigns or who is laid off after more than six (6) months' service~~ shall be paid in a lump sum for any unused vacation the employee he/she has previously accrued.

6.10 Upon the death of an employee in active service, pay shall be allowed for any vacation accrued prior to the death of such employee.

6.11 Except for family and medical leave granted pursuant to Ordinance 116761, an employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump-sum for any unused vacation the employee he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before the leave of absence commences.

6.12 Where an employee has exhausted their his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police. Except for family and medical leave granted pursuant to Ordinance 116761, or as otherwise provided by law or ordinance, employees must use all accrued

vacation prior to beginning an approved unpaid leave of absence.

6.13 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Nothing in this Section is intended to alter the existing practice with respect to LEOFF I or LEOFF II disability leave.

6.14 The Chief of Police shall arrange vacation time for employees on such schedules as will least interfere with the functions of the ~~department~~department, but which accommodate the desires of the employees to the greatest degree feasible.

6.15 If the Employer cancels vacation time once it has been approved, and the employee has incurred non-refundable travel or lodging expenses, the employee shall be reimbursed by the City upon submittal of appropriate documentation of the loss.

ARTICLE 7 - PENSIONS

7.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 8 - HEALTH INSURANCE COVERAGE

8.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, R.C.W. 41.20.120 and/or R.C.W. 41.26.150. The administration of LEOFF I medical benefits shall be maintained consistent with the Letter of Understanding signed by the Mayor on January 10, 1998.

8.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute R.C.W. 41.26, the City will provide dental coverage, as established by the City. The City will also provide, for the dependents of eligible employees pursuant to Ordinance 102498, as amended, and ~~a~~ medical, dental, and vision coverage, as established by the City.

8.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical and dental care program, as established by the City, for eligible employees and their eligible dependents.

8.4 Effective January 1, 20~~2009~~, the City shall provide medical, dental, and vision coverage, as mentioned in 8.2 and 8.3 above, for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans, including the Association. The parties agree to continue the terms of the Memorandum of Agreement previously established by the parties in 2007 to govern the Joint Labor-Management Health Care Committee process (which shall be attached hereto as Appendix D and by reference is incorporated herein) as follows. For calendar years 20~~2014~~ through 20~~2319~~, the selection, addition and/or elimination of medical, dental and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, copays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

8.5 ~~Bargaining unit employees Association members~~ may “buy up” to the SPOG medical plan by paying the difference between the cost of the SPOG medical plan and the cost of the medical plan otherwise available to ~~bargaining unit employees Association unit members~~ under this Agreement. ~~Bargaining unit employees Association unit members~~ have the option of “buying up” to either the SPOG medical plan only, or “buying up” to the entire SPOG medical, dental and vision benefit package, at the individual’s option, by paying the associated increase in premium costs.

ARTICLE 9 - SICK LEAVE, LONG TERM DISABILITY AND INDUSTRIAL INSURANCE

9.1 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Seattle Municipal Code 4.24, Subchapter 1 Ordinance 88522, as amended. Upon ~~retirement or~~ death, twenty five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's ~~retirement or~~ death.

Effective upon signing, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Association, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by the Association on an annual basis, at the following rates:

- Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- Accumulated sick leave hours above 800 shall be cashed out at 75%.

In order to be eligible to receive this benefit, an employee must give the City six months notice of retirement, and the date provided for retirement may only be changed by mutual agreement.

9.2 For employees covered by this Agreement who were hired on or after October 1, 1977, and who are not covered by State Statute RCW 41.26 for non-occupational disability leave, the Association will make available a long term disability (LTD) program concerning non-occupational accidents or illnesses as established by the City.

9.3 The LTD program cited in Section 9.2 above shall be a group plan requiring mandatory participation by all eligible employees. Each eligible employee's share of the cost shall be contributed through payroll deduction pursuant to authorization by the Association in its capacity as the representative of the affected employees.

9.4 The Association will notify the Seattle Police Department (SPD), Finance and Administration (FAS), and the Seattle Department of Human Resources (SDHR) in writing at least two months in advance of any premium rate changes, unless such information has already been provided to the City by SPOG.

9.4.1 During the term of this Agreement, if the insurance carrier providing the LTD benefits covered by Section 9.2 above is unable or unwilling to continue to provide coverage or to maintain a major long term disability benefit, the parties will re-open

the Agreement in order to find a mutually acceptable alternative.

9.4.2 In the event the Seattle Police Officers' Guild releases the City from any liability to provide long term disability benefits and assumes sole responsibility for providing such benefits, the Association shall have the option to do the same under the same terms and conditions. If the Association exercises such option, the Vision Services Plan approved by the Joint Labor-Management Insurance Committee will be provided by the City to all LEOFF II employees within the bargaining unit and dependents, and to all LEOFF I employee dependents, at no charge to the employee. At that time, the City may eliminate vision benefits available under existing medical plans.

~~9.5 Sick Leave Incentive – Employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:~~

~~Employees who use no sick leave in a payroll year, shall have sixteen (16) hours of additional sick leave credited to their account for the next payroll year; for example, employees who use no sick leave in the payroll year ending December 19, 1989, shall have sixteen (16) hours of additional sick leave credited to their account for 1990;~~

~~Employees who use two (2) days or less of sick leave in a payroll year, shall have twelve (12) hours of additional sick leave credited to their account for the next year;~~

~~Employees who use four (4) days or less of sick leave in a payroll year, shall have eight (8) hours of additional sick leave credited to their account for the next year.~~

~~Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.~~

~~Incentive sick leave may be used only for the three-day elimination period for industrial injuries or after all regular sick leave has been used.~~

~~Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 9.1 above.~~

~~If an employee is absent from work due to an on-duty injury or illness or a leave of absence for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.~~

~~If an employee is appointed to a rank covered by this Agreement on or after January 1st of the payroll year, eligibility for incentive sick leave will be based upon the sick leave use by the employee for the entire payroll year.~~

9.56 Industrial Insurance - Employees must meet the standards listed in SMC 4.44.020

to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments, and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept limited duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation Unit or Police Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

9.56.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows after the employee has been properly notified in advance, supplemental benefits may be terminated no sooner than seven (7) days after such notification has been received by the employee.

9.67 Sickness/Serious Injury in the Family - In the event of a sudden, ~~unexpected, disabling~~~~unexpected, disabling~~ illness or injury to a member of the immediate family of an employee, said employee, upon approval of the Chief of Police or ~~their~~~~his/her~~ designee, will be granted such release time as is reasonably necessary to stabilize the employee's family situation. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.

9.78. -During the term of this Agreement, the Association is participating in a pilot program concerning SPFML. The details of this program are contained in Appendix C.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 The management of the City and the direction of the work force are vested exclusively in the City, except as may be limited by an express provision of this Agreement. Without limitation, implied or otherwise, all matters not specifically and expressly covered by this Agreement shall be administered by the City in accordance with such policy or procedure as the City from time to time may determine.

10.2 Except where limited by an express provision of this Agreement, the City reserves the right to manage and operate the Police Department at its discretion. Examples of such rights include the right:

- A. To recruit, hire, assign, transfer, or promote employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action with just cause;
- C. To determine the methods, processes, means and personnel necessary for providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods or equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs;
- D. To determine work schedules and the location of departmental headquarters and facilities; and
- E. To control the departmental budget.

10.3 The City further reserves the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

10.4 Promotions - Promotions and the filling of vacancies are made from a list of eligible candidates certified by the Public Safety Civil Service Commission ("PSCSC") Secretary. The Association recognizes that the Chief, as the appointing authority, can select any of the certified eligible candidates in accordance with the law and the PSCSC rules. If the top candidate is passed over on two or more occasions, upon request the candidate will have a meeting with the Chief (or designee) to discuss ways to enhance their skills, abilities and/or performance.

10.5 Layoffs. The City retains the right to decide whether to layoff bargaining unit employees pursuant to applicable rules. The City recognizes the requirement to bargain the impacts of any layoff decision, or any material change in the rules applicable to the

Summary Att 1 – Agreement with SPMA (Bill Draft)

V1

order of layoff, as provided under RCW 41.56.

ARTICLE 11 - WORK STOPPAGES

11.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their his/her assigned duties to the best of their his/her ability. The Association agrees that it will not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees shall not cause, condone or engage in any strike, slowdown, sick-out or any other form of work stoppage or interference to the normal operation of municipal functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including but not limited to discharge and/or the recovery of any financial losses suffered by the City.

11.2 The Employer shall not engage in lockout.

ARTICLE 12 - SUBORDINATION OF AGREEMENT

12.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said Federal Law, State Law and City Charter are paramount and shall prevail.

12.2 Employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement, and except where, in the event of changes to the wages, hours, or working conditions of employees covered by this Agreement, bargaining is required by chapter 41.56 RCW.

ARTICLE 13 - SAVINGS CLAUSE

13.1 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations with respect to issues arising from such holding of invalidity or such restraint.

ARTICLE 14 - ENTIRE AGREEMENT

14.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to, or supersede any of its provisions, except by written agreement.

~~14.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Association for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement; provided that the Association does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours or working conditions of employees covered by this Agreement.~~

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Any dispute between the Employer and the Association concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a grievance shall be processed in accordance with this Article. Any other type of dispute between the parties including disputes involving: (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such; and (2) Article 7 - Pensions, shall not be subject to the procedure delineated in this Article.

15.2 A grievance as defined in Section 15.1 of this Article shall be processed in accordance with the following procedures, except that any grievance involving suspension, demotion, disciplinary transfer, or termination (Discipline Grievance) shall be initially filed at STEP 3 below, and processed pursuant to Section 15.14. ~~–T~~the Association has thirty (30) calendar days from the day the Association knew, or should have known, of the alleged contract violation to either request a Pre-Grievance Meeting or file a Step 1 grievance. ~~Any grievance regarding a suspension, demotion or termination must be filed at Step 2.~~

Pre-Grievance Meeting.

The Association may request a Pre-Grievance Meeting by submitting a written summary of the issue to the aggrieved employee's Bureau Chief, (with a copy to the designated sworn member of Command Staff, Senior Leadership Team, and the Police Department Human Resources Director) within thirty (30) calendar days of the alleged contract violation. A Pre-Grievance Meeting shall be held within fifteen (15) calendar days of the Association's submission. The outcome of the Pre-Grievance Meeting shall be reduced to writing by the parties within fifteen (15) calendar days of the meeting.

STEP 1. The Step 1 submission shall be in writing, stating the Section(s) of the Agreement allegedly violated, a detailed explanation of the grievance and the remedy sought. The submission shall go to the designated sworn member of the Command Staff (with a copy to the employee's Bureau Chief and the City Director of Labor Relations). The Step 1 submission must be filed within thirty (30) calendar days of the alleged contract violation or within fifteen (15) calendar days of the written outcome of the Pre-Grievance Meeting if that option was utilized. In the event there was no Pre-Grievance Meeting, the Employer may request that the parties convene a meeting to discuss the grievance. The Employer shall have thirty (30) calendar days from the date of the Step 1 submission to provide a written response.

STEP 2. The Association may submit a matter to Step 2 of the grievance procedure within fifteen (15) calendar days of receiving the City's Step 1 response. ~~Any grievance regarding a suspension, demotion, or termination, shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion or termination.~~ The Step 2 submission shall go to the City Director of Labor Relations with a copy to the Chief of Police, the designated sworn member of the Command Staff, the Police Department Human Resources Director and the Bureau Chief. The Director of Labor Relations or their his/her designee shall investigate the grievance. Either the Director of Labor Relations or their his/her designee, or the Association may request a meeting between the appropriate parties to discuss the facts of the grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later. The Chief of Police shall, within fifteen (15) calendar days thereafter, provide the Association with their his/her written decision on the grievance with a copy to the City Director of Labor Relations.

STEP 3. A. Arbitration - If the grievance is not settled at Step 2, referral to arbitration must be made in writing within thirty (30) calendar days after the final decision in Step 2. Written and oral reprimands shall not be subject to Step 3 of the grievance procedure. If the Employer introduces into evidence a written or oral reprimand, any written response given by the employee at the time the reprimand was issued shall be admitted in the same proceeding. Any Discipline Grievance must be filed at Step 3(B) below.

B. Discipline Review – Any Discipline Grievance shall be filed by the Association within fifteen (15) calendar days of the day the Department provides notice to the employee of the Department's final decision to impose a suspension, demotion, disciplinary transfer, or termination. A Discipline Grievance shall be filed at Step 3 and submitted to the City Director of Labor Relations, with a copy to the Chief of Police, the Police Department Human Resources Director, and the OPA Director. A request for appointment of a Neutral Examiner will be made to the Washington State Public Employment Relations Commission within fifteen (15) calendar days of the grievance filing.

15.3 Arbitrator Selection for Non-discipline Grievances- The parties will first attempt to agree on an arbitrator to hear the grievance. If unable to agree, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike the list, with the final name remaining serving as

~~arbitrator will jointly request that the United States Federal Mediation and Conciliation Service (FMCS) provide a list of labor arbitrators in random order meeting the following qualifications: attorney; office in Washington or Oregon; and member of the National Academy of Arbitrators (the List). This will be the List used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:~~

15.4 Referral to arbitration must be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.
2. Details or nature of the alleged violation.
3. Position of the party who is referring the grievance to arbitration.
4. Question(s) which the arbitrator is being asked to decide.
5. Remedy sought.

15.56 In connection with any arbitration or Discipline Review proceeding held pursuant to this Agreement, it is understood as follows:

- A. The Arbitrator/Neutral Examiner shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and ~~his/her the Arbitrator's their~~ power shall be limited to interpretation or application of the terms of this Agreement.
- B. The decision of the ~~a~~Arbitrator/Neutral Examiner's shall be final, conclusive and binding upon the City, the Association and employees involved, unless in violation of Washington public policy.
- C. The cost of the ~~a~~Arbitrator/Neutral Examiner shall be borne equally by the Employer and the Association, and each party shall bear the cost of presenting its own case.
- D. The ~~a~~Arbitrator's/Neutral Examiner's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

Any ~~a~~Arbitrator selected under Step 3 of this Article shall use the voluntary labor arbitration regulations of the American Arbitration Association, unless stipulated otherwise by the parties of this Agreement, as a guideline for hearing procedures.

- E. If arbitration has been timely requested, the parties may with mutual

consent, attempt grievance mediation. The process will use a mutually acceptable professional mediator and conclude within thirty (30) calendar days after the mutual request.

15.67 The time for processing a grievance stipulated in Section 15.2 may be extended for stated periods of time by mutual written agreement between the Employer and the Association, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 15.2.

15.78 Failure by an employee or the Association to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Association to proceed to the next step without waiting for the Employer to reply at the previous step.

15.89 Grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen (15) or less days prior to the initial filing of the grievance.

15.940 If at any step in the grievance procedure the Employer's response is deemed unsatisfactory, the Association's reason(s) for non-acceptance must be presented in writing when, and if, the grievance is reinitiated at the next step of the grievance procedure.

15.1044 A grievance decision at any step of the procedure in Section 15.2 of this Article shall not necessarily be conclusive nor set a precedent, with the exception of Step 3. A decision at Step 1 or 2 shall be subject to review and/or reversal by the Employer at any time; provided, however a decision at Step 2 shall not be reversed beyond ninety (90) calendar days after the issuance of the Step 2 decision. In case a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Association is notified of the reversal.

15.112 Employees will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the Agreement contract shall subsequently be subject to the grievance procedure.

15.123 As an alternative to answering the Step 2 grievance or conducting an investigation or hearing at Step 2, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the grievance back to the Association. The Association may then initiate Step 3 of this procedure within the time frames specified therein.

15.134 An employee must upon initiating objections relating to actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil

Service Commission appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and the Public Safety Civil Service Commission procedures relative to the same action. If both a grievance and an appeal to the Public Safety Civil Service Commission are filed, the City will send a notice of such dual filings by certified mail to the employee(s) and the Association. The Association will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

15.14 Discipline Review

15.14.1 Goals of Discipline Review. The parties agree that there are legitimate and significant areas of concern that must be balanced during the disciplinary review process. The Association requires a disciplinary process that is reliable, fair, and consistently applied; the City requires a transparent process that aligns with public policy and does not undermine the Department; the community expects a transparent process that results in discipline when warranted. These concerns must be carefully weighed to create a disciplinary review process in which the Association, the City and the community all have confidence.

The arbitration model previously utilized created a grievance resolution mechanism that was outside of the established accountability process in that it took a “new look” at the circumstances of a disciplinary investigation.

This Discipline Review model addresses these issues and establishes a sustainable grievance resolution model for the resolution of discipline appeals involving a suspension, termination, demotion, or disciplinary transfer.

15.14.2 Investigatory Record. The OPA investigation file and the OPA Findings constitute the Investigatory Record (“IR”). The Association shall be provided a copy of the IR, and the 180 day clock will be tolled on ~~that date~~that date. Upon receipt, the Association shall have thirty (30) days to review the IR and determine whether it wants to submit additional information (“Supplemental Submission”) as part of the material to be forwarded to the Chief. Requests for up to thirty (30) additional days accompanied by an explanation of the need for additional time shall not be unreasonably denied by the OPA Director (or designee). The Supplemental Submission shall be provided to OPA within the required period. After reviewing the Supplemental Submission, the

OPA will have an opportunity to decide whether to forward the IR and Supplemental Submission to the Chief, ~~or re-open~~ re-open the investigation. See Article 16.4 for specific details.

15.14.3 Loudermill/Due Process Hearing. After reviewing the IR and Supplemental Submission (if submitted) the Chief may either request that additional investigation be undertaken by the OPA, or schedule the Loudermill/Due Process Hearing. The results of any additional investigation will be added to the IR, and made available to the Association. After reviewing all of the information provided and the statement (if any) of the employee, the Chief shall issue a written decision (the “Decision”), unless the Chief decides to send the matter back to OPA for additional investigation.

15.14.4 Initiation of Appeal. The Association may then initiate the Disciplinary Review process described below by filing a Notice of Appeal with the Chief, OPA, and Labor Relations within fifteen (15) days of receipt of the Decision.

~~15.14.4~~

15.14.5 Discipline Review.

A. Neutral Examiner. Discipline Reviews will be conducted by a Neutral Examiner. The Neutral Examiner shall be appointed using the Law Enforcement Disciplinary Grievance Roster established by the State Legislature in RCW 41.58.070, thus ensuring the Neutral Examiner will ~~have the~~ have the expertise and neutrality necessary to provide the parties and the public with a thorough and transparent process.

B. The Discipline Review hearing is not a de novo hearing of the facts and circumstances related to the disciplinary investigation. Rather, the Neutral Examiner will review a) the IR; b) any Supplemental Submission; and c) the Decision. This review will be on the existing record, except as provided in Section C below. The standard of review for a Discipline Review is whether there is a preponderance of evidence supporting the Chief’s Decision. In the event misconduct is established, the level of discipline assessed by the Chief will be upheld unless it is found to be arbitrary and capricious.

C. There is a strong presumption that the investigatory record is complete once the Decision has been issued. The limited exceptions are as follows:

1. When the Association has identified and requested information or material from an outside source or witness but has not yet received it. Prior to the Loudermill, the Association will notify the Chief of the nature of the material requested and its relevance, giving the Chief an opportunity to delay the Loudermill pending receipt of the additional information or to proceed; and
2. Substantive and material new information arises regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct.

Information related to these exceptions will be provided to the Chief prior to any Discipline Review hearing by a Neutral Examiner, and the Chief and City Attorney's Office will have the opportunity to respond to the additional material.

D. Hearing. The Hearing will consist of a representative from each party presenting the position of that party to the Neutral Examiner. The length of the presentation will be determined in advance with the assistance of the Neutral Examiner. Except as explicitly allowed by Section 15.14.5(C) above, all arguments shall be limited to the IR, the Supplemental Submission and the Decision. The parties -will use their best efforts to -conduct the Hearing within 90 days of the assignment by PERC of a Neutral Examiner. -

E. In cases where credibility is determinative, the Neutral Examiner may request to hear directly from the relevant witnesses to assess witness demeanor and -credibility. The Neutral Examiner may only utilize this option if it is determined necessary in order to resolve the appeal. The Neutral Examiner may ask questions of the witnesses but there will be no examination of the witnesses by either party. Should this occur, each party may submit a list of questions to the Neutral Examiner for consideration.

F. If the Neutral Examiner concludes that the finding is supported by a preponderance of the evidence, and that the assessed level of discipline was not arbitrary or capricious, the Chief's decision and the discipline imposed is affirmed.

If the Neutral Examiner concludes the City has not established its case by the preponderance of the evidence, the discipline is

overturned and the Neutral Examiner will make other determinations as appropriate.

G. If the Neutral Examiner concludes the facts support the Decision, but that the assessed level of discipline was arbitrary and capricious, the Neutral Examiner will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious.

H. The Neutral Examiner's decision is final and binding, unless in violation of Washington State public policy.

I. Discipline Review hearings will be made available to the public, via live-stream, written record, or similar means, such ~~that~~ the public may review the process either in real-time or shortly thereafter.

15.15 In the event discipline is challenged through the Public Safety Civil Service Commission (PSCSC) rather than the Discipline Review process (15.14 above), the parties agree that the preponderance of the evidence standard shall apply, and that the discipline may only be overturned if it is arbitrary and capricious. In the event the PSCSC concludes that the discipline was arbitrary and capricious, it will modify the discipline to the minimum extent necessary to no longer be arbitrary or capricious. The parties will work with the PSCSC to ensure adoption of this approach for SPMA member appeals.

ARTICLE 16 – INTERNAL INVESTIGATION PROCEDURES AND THE POLICE OFFICERS' BILL OF RIGHTS

16.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in ~~this~~ Articles 15 and 16; provided, however, that it is understood that if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately, and the disciplinary action shall be subject to the Discipline Review grievance and arbitration procedures as provided under this Agreement or the hearing procedures of the Public Safety Civil Service Commission, but not both. Disciplinary action shall be for just cause and the discipline shall be proportional to the offense. The standard ~~of review and burden of proof used by the Chief and OPA Director in making their determinations shall be a preponderance of the evidence. The standard of review that applies during Discipline Review is established in Article 15.~~ labor arbitration will be consistent with established principles of labor arbitration, applying the same evidentiary standard as in any other allegation of misconduct.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as ~~intentionally~~ providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding material facts ~~that are clearly material to the allegation(s).~~ Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory. Notwithstanding this provision, consistent with the principles of just cause, ~~an Association member bargaining unit employee~~ retains the right to initiate a Discipline Review or PSCSC appeal of challenge both an investigative finding and/or any the associated discipline. ~~in the grievance/arbitration process.~~

16.2 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

16.3 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony or a gross misdemeanor where the allegation if true could lead to termination, or if the Chief determines that leave without pay is necessary in order to maintain the public trust (e.g., ~~an~~ an employee being investigated but not yet charged with a serious crime), the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. The Association will be notified when the Department intends to indefinitely suspend an Association member employee in the bargaining unit. The

Association has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to back pay or lost benefits.

16.4 Internal Investigations Procedures

- A. The parties expressly agree that the following internal investigation procedures apply only to administrative investigations being conducted by OPA. Both parties affirm their commitment to comply with the intent of this Article. In the event an employee Association member is investigated, the lead investigative function will be performed by any employee in OPA ~~officer of equal or greater rank, as long as officer(s) meeting this requirement are permanently assigned to OPA. If officers holding the rank of Lieutenant or Captain have been replaced through civilianization, the lead investigative function may be performed by a civilian permanently assigned to the OPA. In no event will these functions be performed by a lower ranking sworn official.~~ All interviews will be consistent with the provisions of 16.4(H), regardless of the status or rank of the interviewer. When the lead investigating employee is a lower ranking sworn employee than the one being investigated, conflict of interest disclosures must be completed by both the investigator and the named employee on a form to be developed by OPA. Every six months, the OPA Director will provide a list of named SPMA employees and the corresponding lead sworn investigator to the Chief of Police. This does not preclude investigative assistance by a non-bargaining unit member. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Minor policy violations, incidents of minor misconduct and work performance issues will, at the discretion of OPA, be assigned for investigation by the chain of command and/or Human Resources. It is understood that when OPA has a potential conflict of interest, OIG may conduct an internal investigation, and in such cases OIG will have all of the powers and authority otherwise afforded to OPA.
- B. ~~Except in cases where notice would jeopardize the investigation, OPA shall furnish the named employee with a preliminary notification within ten (10) calendar days of the date the complaint is assigned for investigation by OPA. The preliminary notification shall include the basic details of the complaint.~~ The OPA shall furnish the named employee and the Association with a classification report no later than thirty (30) days after receipt of a complaint. At a minimum, the classification report shall include information sufficient to allow the named employee to prepare for any subsequent investigation (including a factual summary of the allegations against the

employee), the time and place of the alleged wrongdoing unless providing the place would violate Seattle Ordinance 3.29.130, and if the Department intends to investigate the complaint, the procedures it intends to use in investigating the complaint (e.g., OPA investigation or “front-line” investigation). The notification will include a good faith identification of the potential policy and/or rule violation(s). This identification need not be exhaustive and subsequently may be amended. In the event an amendment occurs less than seven –(7) days before an interview, upon request the interview will be rescheduled in order to provide seven (7) days notice. In the case of allegations involving discrimination, harassment, retaliation or other EEOC laws the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources.

- C. Except in cases where the named employee or witness employee is physically or medically unavailable to participate in the internal investigation, or as otherwise provided herein, no discipline may result from the investigation, unless within one-hundred eighty (180) days after either receipt or initiation of the complaint by the OPA, written notification is provided to the named employee of the proposed investigative finding and discipline. Such written notification will be provided via email and either hand delivery or via U.S. ~~m~~Mail sent to the employee’s home address on file with the Department. A copy of the written notification will be sent to the Association via email on the same day that notice is provided to the employee. When the conduct under investigation has been adjudicated by a supervisor providing formal performance counseling and that adjudication has been reviewed and approved by an OPA employee, the 180 days will begin upon OPA’s approval of the supervisory adjudication.

1. The one-hundred eighty (180) day time period will be suspended when a complaint involving alleged criminal conduct 1) is being reviewed by a prosecuting authority or is being prosecuted at the city, county, state, or federal level; 2) ~~occurred in another jurisdiction and~~ is being criminally investigated or prosecuted in another jurisdiction; or 3) is being criminally investigated by the Seattle Police Department. The suspension of the one-hundred eighty (180) day time period only applies so long as the OPA is not engaged in an administrative investigation. The one hundred eighty (180) day time period will be tolled until the date OPA re-commences the investigation, or after OPA receipt of either a decline notice from a prosecuting authority, notification regarding the judicial acceptance of a guilty plea (or equivalent, such as a nolo contendere), or notification regarding a verdict in a criminal trial. Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days of receiving notice of, and on the basis of, a criminal conviction or judicial acceptance of a guilty plea (or judicial equivalent, such as a nolo contendere).

2. Additionally, the failure of an employee or Department witness, or their representative, to participate in the investigation in a timely manner will result in an automatic extension of the 180-day limit by the additional amount of time the employee, Department witness, or representative took to participate.
3. Subject to the listed conditions, the OPA Department may request, and the Association will grant, an extension of the one-hundred eighty (180) day time limitation restriction (so long as if the Department can show that it has made the request is made before the one-hundred eighty (180) day time period has expired) unless there is "good cause" to deny the request. The request will include a justification of the need for an extension, and the OPA Director will provide additional information if asked by the Association.; and has exercised due diligence in conducting the investigation of the complaint. A request for an extension due to the unavailability of witnesses must be supported by a showing by the OPA Department that the witnesses are reasonably expected to become available (both physically available and willing to participate in the investigative process) within the time period requested. In the event the OPA Director position becomes vacant due to unforeseen exigent circumstances, the one-hundred eighty (180) day time restriction will be extended by sixty (60) days.
4. In the event that the OPA Department makes a request for an extension of the 180-day time limit within the time frame set forth above, and in conformance with all the other requirements set forth above, the Association will give a written response thereto within seven calendar days from the date the request was first received by the Association President, or their his/her designee. Failure to so respond shall result in the extension request being approved.
- 4.5. When the OPA investigation is complete, the Investigative Record will Record will be made available to the Association for the 30 day review period established in Article 15.14. The Association may request an extension of an additional 30 days if necessary. The one-hundred eighty (180) day time period will be suspended on the date the file is provided to the Association, and will remain suspended throughout the Association's review period. In the event the OPA re-opens the investigation during the Association review period, the 180 day clock will restart during the period of additional investigation. When the Association has completed its review, the file will be returned to the OPA Director with any supplemental evidence or investigative material. The 180 day time period will restart 10 days after the OPA receives the file and supplemental material; however, the OPA Director may extend the review period by notification to the Association, so long as no

investigative actions occur during the extended review period. If the OPA Director determines that additional investigation is necessary after reviewing the Supplemental Submission, an extension request to the 180 day time period may be made consistent with 16.4 (C) (3) above, and the 180 day time period will not restart until the extension request has been resolved.

5.6. The parties recognize the importance of avoiding disputes concerning the operation of the one hundred eighty (180) day time period for investigations, and thus will communicate in good faith in order to minimize disputes over this issue. In order to maintain full disclosure regarding the 180-day time period the ~~OPA~~Department will notify the Association whenever the OPA Director believes the time period has been tolled.

- D. Employees who have been notified that they are the subject of an internal investigation will be advised of the status of the investigation upon inquiry to OPA. Classification of cases as administrative or criminal shall be made in good faith and based upon the evidence. The Commander of the investigative unit conducting the investigation shall stay in contact with the appropriate prosecutor's office to facilitate a timely filing decision.
- E. When an ~~n~~named employee is to be interviewed or directed to complete a written statement in lieu of an in-person interview relative to a complaint in which they are involved as either a named or witness employee, against him/her, the interview notice will include:
1. Except in cases where notice would jeopardize the investigation, the address of the alleged misconduct (if known) and other information necessary to reasonably apprise ~~them~~him/her of the allegations of such complaint.
 2. The name of the individual in charge of the investigation and the name of the investigator who will be conducting the interview
- F. Nothing in Section B or D shall function to limit the scope of the investigation. The ~~n~~Named and witness employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement after compliance with the notification provisions of this Agreement, unless otherwise agreed by the employee.
- G. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any other City agency or its agents,

that employee will be afforded ~~their~~his/her rights under the Police Officers' Bill of Rights by that City agent.

H. OPA Interviews

1. The OPA may conduct in-person or remote interviews of the complainant (if an employee), named employee, and witness(es) during the course of an OPA investigation.
2. At least three business days and no more than thirty days prior to the interview, the City shall provide notice to the employee and the Association of the interview. The notice shall include all notice required by this Agreement and shall advise the employee of ~~their~~his/her right to representation by the Association during the interview.
3. Should the City wish to question the employee about an incident or allegations unrelated to the subject investigation, the notification requirements set forth in this section shall be complied with before the questioning on such incident or allegations commences, unless otherwise agreed by the OPA, the Association and the employee.
4. The Association will be allowed reasonable on-duty release time for a SPMA representative~~Board member~~ to provide representation requested by ~~the employee~~the employee during the questioning.
5. Persons in attendance at interviews will be limited to the employee, the employee's Association representative and/or attorney (no more than two persons), the OPA investigator(s) assigned to the case and one OPA command staff member (no more than three persons), and a court reporter or stenographer, if requested. Attendance at interviews by OIG representatives shall be as a neutral observer. OIG will make a good faith effort to provide the Association at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.
6. Any person in attendance at interviews shall be precluded ~~from~~ making~~from making~~ recommendations or otherwise determining disciplinary outcomes for the employee.
7. The OPA interviews shall be digitally recorded, unless in the Department's discretion the nature of the interview does not require recording. A copy of the OPA's~~City's~~ digital recording will be provided to the Association at the conclusion of the interview, either by email or other electronic format. The employee and/or the Association shall have the right to make an independent recording of any interview, a

copy of which shall be made available to the OPACity upon request. If an interview of a named employee is recorded by the OPACity, the OPACity shall provide the employee a copy of the transcript of the interview at no cost within five days after completion of the transcript, if prepared.

- I. Although a sustained finding may be entered, no disciplinary action, loss in pay or reduction in benefits will result from a complaint of misconduct where the complaint is made to the OPA more than five years after the date of the incident which gave rise to the complaint, except:
 1. where the allegations against the employee, if substantiated, would have constituted a crime at the time the conduct occurred, or
 2. where the named employee concealed acts of misconduct, or
 3. dishonesty, or
 4. Type III force, as defined in the SPD policy manual or by applicable law

Any employee Association member who has been denied a promotion or transfer opportunity by invoking this section (excluding the exceptions in I (1)-(4) above) upon request will be given a written description of measurable performance standards and the period of time these standards must be sustained in order to resolve the Department's concerns

- J. OPA shall conduct a preliminary investigation on every complaint before determining whether to proceed with a full investigation of the complaint
- K. Unless pursuant to a court order or by operation of law, access to internal investigation files shall be limited to staff members of the OPA, ~~Bureau Chief/Deputy Chief~~, the OPA Director, the OPA Auditor, the SPD Legal Counsel, SDHR, the SPD Human Resources Director, the City Attorney's Office, employees of the Office of Inspector General, the Chief of Police and the Association when otherwise allowed by law. The Chief of Police or their ~~his or her~~ designee may authorize access to others in their ~~his/her~~ discretion only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. Except as provided herein, any disclosure of an OPA internal investigation file involving a bargaining unit employee ~~an Association member~~ that is not

in response to a court order or other lawful process will be disclosed to the Association.

To the extent allowable by law, an officer's personal identifying information shall be redacted from all records released. Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants.

- L. The OPA shall maintain a record showing which files have been removed from the OPA office, the date of removal, who accessed the files, and to where the files have been transferred.
- M. An employee may request access to the investigatory portion of closed internal investigation files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. ~~If an employee has appealed proposed discipline, the employee and the Association shall be allowed to access the investigatory portion of the internal investigation file related to the discipline of that employee on the incident involved in the appeal.~~
- N. OPA closed investigative files will be retained for the duration of the City employment plus six years, or longer if any action related to that employee is ongoing. ~~based on their outcome. Investigations resulting in findings of "Sustained" shall be retained for the duration of the City employment plus six years, or longer if any action related to that employee is ongoing. Investigations resulting in a finding of "Not Sustained" shall be retained for six years plus the remainder of the current year.~~
- O. Nothing in this Agreement will be interpreted in a manner inconsistent with the requirements of the Public Records Act and other applicable law.
- P. Absent good cause shown, undisclosed witnesses or evidence known by the employee or the bargaining representative at the time of the OPA interview shall not be allowed into the record at arbitration or civil service appeal if i) the existence of the undisclosed witness or evidence was known by the employee or representative during the OPA investigation; ii) was believed by that employee or representative to be material to the investigation; and iii) if the OPA offered the employee an opportunity to discuss any additional witnesses or evidence during the course of the employee's ~~There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred.~~ During the file review period described in Article 15.14 the Association may supplement the investigatory record by submitting material, ~~documents~~ documents, or other evidentiary items to the OPA Director. When material held by an external source has been requested but not yet received, the request will serve as a

“placeholder”. The Association will provide a description of the requested material and its expected probative value. All decisions regarding submittals of additional evidence or other material are within the Association’s discretion. However, when a placeholder request has been made, the Association will notify the Chief and OPA Director once the material has been received.

There is a presumption that the investigatory record is complete once the Loudermill hearing has occurred. If substantive and material new information arises between the Loudermill hearing and the Chief’s decision regarding the reliability of existing witness testimony that was not discoverable at the time of the Loudermill, and where such information reasonably could be expected to change the decision of the Chief on whether the officer engaged in misconduct, the Association will have the right to submit such information to the Chief for review. This information may also be included in any Discipline Review hearing, so long as it was first submitted to the Chief. Refer to 15.14.5(c) for supplementation of the Investigative Record after the Chief’s decision.

16.5 Criminal Investigations

- A. In the event of a criminal investigation of a bargaining unit employee~~an Association member~~, all constitutional protections shall apply. No negative inference shall be drawn from the exercise of the constitutional right against self-incrimination.
- B. OPA will not conduct criminal investigations. While OPA will not direct ~~or otherwise influence~~ the conduct of a criminal investigation, OPA may communicate with the criminal investigators and/or prosecutors about the status and progress of a criminal investigation. In the discretion of the OPA ~~Department~~, simultaneous OPA and criminal investigations may be conducted. In the event the OPA Department is conducting an OPA investigation while the matter is being considered by a prosecuting authority, the 180-day timeline provision continues to run. Additionally, in the case of concurrent investigations, OPA may coordinate with the criminal investigators and prosecutors regarding administrative investigatory details, such as witness interview scheduling or review of evidence~~articles~~.

In the case of criminal allegations, OPA (after consulting with the Investigations Bureau Chief) shall identify the appropriate investigative unit outside of OPA with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. The criminal investigation shall become part of the administrative investigation. The OPA may, at its discretion, recommend to the Chief of Police that an outside law enforcement agency conduct a criminal investigation.

16.6 Bill of Rights - The “Police Officers’ Bill of Rights” spells out the minimum rights of an officer but where the language of the contract or the past practices of the Department grant the officer greater rights, those greater rights shall pertain. Both parties affirm their commitment to comply with the intent of this Article. The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Chief of the Seattle Police Department and/or OPA.

16.6.1 Administrative Investigation Defined - For the purposes of this Article, the term "administrative investigation" means an investigation by or under the authority of the Chief of Police/OPA of activities, circumstances, or events pertaining to the conduct or acts of an employee. The parties expressly agree that the provisions of this Article apply only to administrative investigations being conducted by OPA. In the case of criminal investigations, more limited rights to notice, advisements and representation may apply. Nothing in this collective bargaining agreement shall limit an employee's Constitutional rights.

16.6.2 Right to Representation - Before any interview commences or written statement is provided, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with a personal attorney or bargaining unit representative(s) before being interviewed or providing a statement.

16.6.3 Interviewing procedures - Interviews shall be held at a reasonable hour and preferably when the employee to be interviewed is on duty unless the exigencies of the interview dictate otherwise. Interviewing shall be completed within a reasonable time and shall be accomplished under circumstances devoid of intimidation or coercion, and no questions shall be asked “off the record.” The employee being interviewed shall be entitled to such intermissions as the employee ~~he/she~~ reasonably shall request for personal necessities, meals, telephone calls, and rest periods. The employee is obligated to participate in and respond to questions asked during the interview or as part of the required written statement. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the conduct of the employee under investigation. Additional acts, allegations, or circumstances unrelated to the subject matter of the current interview, if investigated, will be made the subject of a separate interview or statement, unless otherwise agreed to by the employee.

16.6.4 Intimidation of employee prohibited - No employee under investigation shall be falsely threatened with dismissal or other disciplinary action should the employee ~~he/she~~ refuse to resign, nor shall any employee be subjected to

abusive or offensive language or in any other manner intimidated or offered promises or reward as an improper inducement to answer questions.

16.6.5 Prior to a decision being made by the Chief when the range of potential discipline includes suspension, demotion or termination of an employee, the Department will give the employee an opportunity to attend a due process hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the OPA Director (or designee), the Department HR Director (or designee), an Assistant or Deputy Chief, the Inspector General (or designee), SPD Counsel/CAO representative, and at the request of the named employee any employee(s) of the Department. This section concerns the Department's representation during due process hearings and is not meant to limit an employee's established rights to representation during the due process hearing.

16.6.6 If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the Chief will send the case back to the OPA for further investigation and the 180-day period will be tolled for up to 60 days (or longer if mutually agreed) in order to allow the further investigation to be conducted. The named employee has no obligation to attend their his/her due process hearing or to present any information during the due process hearing if the employee he/she chooses to attend.

16.6.7 When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state their his/her reasons in writing and provide these to the OPA Director, the Mayor and City Council. In stating such his/her reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format that discloses the material reasons for their his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of their his decision.

16.7 Mediation – Alternative Resolution Process

1. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed,

the alternative resolution process detailed in ~~this~~ the section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

2. For cases involving dissatisfaction with an interaction with an officer, ~~the initial notification at the time of issuing the Classification Report OPA~~ OPA will ask the officer whether ~~they are~~ he/she is willing to mediate the complaint.

3. Assuming the officer is interested in mediation, the OPA Department will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA Department has determined that a complaint is being considered eligible ~~for~~ mediation. Complaints may also be ~~deferred to~~ considered for mediation after an investigation has been commenced. An official deferral will not be made until such time as the complainant and officer ~~have~~ haves agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.

1. Voluntary process - Mediation will occur only if both the complainant and employee agree.

2. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

3. If the Mediator informs the OPA Department that the employee participated in the process in good faith, the complaint will be dismissed and no discipline will be imposed. Good faith means:

- a. The officer actively listens to the perspective of the other party; and
- b. The officer fully communicates ~~their~~ his/her own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.

4. In the event the complainant changes their mind and does not participate in the mediation, or if ~~an~~ the employee does not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be considered to have been tolled during the time from when the complaint was deferred to mediation until ~~it was~~ the matter is returned to OPA for investigation.

5. Confidential process - The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA Department whether or not the parties met and participated in good faith. Any resolution will be confidential.
6. Time spent at the mediation shall be considered on-duty time.
7. The panel of mediators will be jointly selected by the OPA and the Association~~parties through the JLMC annually~~. All costs of mediation shall be borne by the City.
- ~~7.8.~~ Multiple Named Officers - ~~In the event there is more than one named officer, and not all officers want to participate in mediation, the OPA will decide whether to conduct mediation with only those officers wanting to participate. In any case where more than one officer participates in mediation, the Mediator will make an individualized good faith determination for each participating officer. In all such cases, employees choosing not to participate or that do not participate in good faith will have the~~ complaint processed ~~complaint processed~~ by OPA

16.8 Rapid Adjudication Process

A. Rapid Adjudication (“RA”) is an alternative complaint resolution process. RA may be initiated by the employee or OPA.~~The parties agree to utilize try a rapid adjudication process during the term of this Agreement. There are situations-It can be utilized when an employee when an officer~~ recognizes that their conduct was inconsistent with required standards, and is willing to accept discipline for the infraction rather than requiring an extensive investigation by OPA.

B. Employee Initiated.

Included with the classification ~~report will~~report will be information about the Rapid Adjudication process. Within five (5) days of receiving the classification report, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the “Acceptance Notice”) and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of

discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA rRepresentative at any such meeting.

C. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have an SPMA rRepresentative at any such meeting.

D. RA Initiation During the Course of the Investigation.

Nothing in this Agreement prohibits an employee and OPA from agreeing at a later time in the investigation to institute RA. An employee may request in writing that OPA consider the possibility of utilizing RA at any time during an investigation. Any such request will toll the 180-day timeline. OPA shall respond to the request within ten (10) days of receiving the request. If OPA

agrees to utilize RA, procedures outlined in B(1) above shall apply. In the event no agreement is reached utilizing the RA process, the matter will be returned to OPA for investigation, with the 180-day timeline re-started at that time.

A.E. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee. The decision of whether to accept the request for rapid adjudication will be made by the Bureau Chief (or designee), with the concurrence of OPA. Within thirty (30) days after receiving the notification from the officer, the OPA shall respond to the officer, letting him/her know whether the OPA and Bureau Chief accept the request for rapid adjudication processing. If the Bureau Chief (or designee) or OPA rejects the request for rapid adjudication, the matter will be returned to OPA for investigation, with written notice to the officer. The 180-day clock will resume upon issuance of the written notice.

B.F. If the Bureau Chief and OPA agree to use the rapid adjudication process, the Department will determine what discipline is appropriate, using the just cause standard, and inform the officer. If the officer rejects the proposed discipline, the matter will be returned to OPA for investigation. If the officer accepts the proposed discipline, the matter will be closed and the discipline will be final and binding, and not subject to challenge through either the grievance procedure or the Public Safety Civil Service Commission. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee officer to consider rapid adjudication, or rejection of the discipline may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

16.9 EEO Investigations

- A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to Equal Employment Opportunity laws and regulations shall be investigated under supervision of the Human Resources Unit.
- B. EEO Investigations may be conducted by a sworn officer member of assigned to the Human Resources Unit or, in the Department's discretion, by a civilian employed or retained by the City of Seattle.

- C. ~~In~~ all investigations, the officer has the right to Association representation at the investigative interview.
- D. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Director or Command Staff, as appropriate.
- E. No discipline may result from an EEO investigation unless a written report is provided to the affected employee, and the affected employee has an opportunity to respond to any findings and conclusions. The Department may, at any time, refer an EEO matter to the Office of Professional Accountability for a disciplinary investigation.
- F. All notification and interview procedures will conform with the provisions contained in Articles 16.4(B), 16.4(E), 16.4(F), 16.4(~~GH~~), 16.4(~~HG~~), 16.6.2, 16.6.3 and 16.6.4.

ARTICLE 17 – JOINT LABOR MANAGEMENT COMMITTEE

17.1 There shall be a Police Department Joint Labor Management Committee consisting of three (3) employees named by the Association and three (3) representatives of the Department named by the Chief of Police. The Chief of Police, or ~~their~~ his/her representative, shall sit as one of the three (3) Employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. Either party may add additional members to its JLMC committee whenever deemed appropriate. A representative of the City shall be requested through Labor Relations to attend JLMC meetings, and shall be provided an agenda in advance.

17.2 The JLMC shall meet on an ad hoc basis at the request of either party and shall consider and discuss matters of mutual concern pertaining to the improvement of the Police Department and the welfare of the employees.

17.3 The purpose of the JLMC is to deal with matters of general concern to members of the Department as opposed to individual complaints of employees and shall function in a consultative capacity to the Chief of Police.

17.4 Either party may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees. However, at any sessions which involve the interpretation or application of the terms of this Agreement or any contemplated modifications thereof, the Director of Labor Relations and the President of the Association or their designees shall be in attendance and no such changes shall be made without the approval of same.

17.5 An agenda describing the issue(s) to be discussed shall be prepared by the initiating party and distributed at least three (3) days in advance of each meeting. Nothing in this section shall be construed to limit, restrict, or reduce the rights of the parties provided in this Agreement and by law.

ARTICLE 18 - DURATION OF AGREEMENT

18.1 This Agreement shall become effective on January 1, 202044 or upon signing by both parties, whichever is later, and shall remain in effect through December 31, 202349. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party five (5) months prior to the submission of the City budget in the calendar year 202349 as stipulated in RCW 41.56.440. Notwithstanding an effective date of January 1, 202044, pay increases for each calendar year shall be effective as of the pay period that begins the closest to January 1 of each such year. Those dates are specified in Appendix A.

~~18.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 18.1 and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.~~

18.23 Upon thirty (30) days advance written notification, the City may require that the Association meet for the purpose of negotiating amendments to this Agreement which relate to productivity improvements within the Police Department.

18.34 The City reserves the right to open this Agreement for the purpose of negotiating any mandatory subjects that may be associated with the adoption of amendments to Title 4 of the Seattle Municipal Code ~~in the event agreement is reached on such amendments with other City unions.~~

Signed this ____ day of _____, 2022~~17~~.

SEATTLE POLICE MANAGEMENT
ASSOCIATION

THE CITY OF SEATTLE

Executed under authority of
Ordinance _____

Scott Bachler, President

Bruce Harrell~~Tim Burgess~~, Mayor

Brian Stampfl, Vice-President

Danielle Malcolm, Labor Relations

APPENDIX A – SALARIES

~~A.1 Effective January 1, 2014, the new monthly salary schedule shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	10,080	10,490	10,922	11,359
Captain	11,987	12,471	12,988	13,508

~~A.2 Effective December 31, 2014, the new monthly salary schedule shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	10,307	10,726	11,168	11,615
Captain	12,257	12,752	13,280	13,812

~~A.3 Effective December 30, 2015, the new monthly salary schedule shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	10,539	10,967	11,419	11,876
Captain	12,533	13,039	13,579	14,123

~~A.4 Effective December 28, 2016, the new monthly salary schedule shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	10,829	11,269	11,733	12,203
Captain	12,878	13,398	13,952	14,511

~~A.5 Effective December 27, 2017, the new monthly salary schedule shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
Lieutenant	11,154	11,607	12,085	12,569

Captain 13,264 13,800 14,371 14,946
A.1 Effective December 25, 2019, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
<u>Lieutenant</u>	<u>11,866</u>	<u>12,350</u>	<u>12,856</u>	<u>13,371</u>
<u>Captain</u>	<u>14,113</u>	<u>14,683</u>	<u>15,289</u>	<u>15,901</u>

A.2 Effective January 6, 2021, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
<u>Lieutenant</u>	<u>12,093</u>	<u>12,583</u>	<u>13,102</u>	<u>13,625</u>
<u>Captain</u>	<u>14,381</u>	<u>14,962</u>	<u>15,579</u>	<u>16,204</u>

A.3 Effective January 5, 2022, the new monthly salary schedule shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>18 Months</u>	<u>30 Months</u>
<u>Lieutenant</u>	<u>12,576</u>	<u>13,088</u>	<u>13,625</u>	<u>14,170</u>
<u>Captain</u>	<u>14,957</u>	<u>15,560</u>	<u>16,202</u>	<u>16,851</u>

A.46 Effective January 4th, 2023, the base wage rates set forth in A.3 above shall be increased across-the-board by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index ("CPI") for June 2021 to June 2022 over the same index for June 2020 to June 2021; provided, however, said CPI percentage increase shall not be less than one and one-half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless otherwise noted). The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent. ~~Effective December 26, 2018, the base wage rates set forth in A.5 above shall be increased across-the-board by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index ("CPI") for June 2018 over the same index for June 2017; provided, however, said CPI percentage increase shall not be less than one and one-half percent (1.5%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100 unless otherwise noted), covering the period June 2017—June 2018 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

A.~~57~~ A salary premium based on five percent (5%) of their actual base wage rates shall be paid to Police Lieutenants assigned to the Bomb Squad only after that lieutenant has been sent to bomb technician school and is a certified bomb technician, including being used in the bomb technician rotation to be sent down range. ~~(Current Bomb Squad Lieutenant shall be grandfathered in to premium for the duration of his assignment to the unit.)~~

A.~~68~~ Longevity premiums based upon the top pay step of the classification Police Lieutenant shall be added to salaries during the life of this Agreement in accordance with the following schedules:

Longevity	Effective 1/1/14	Effective 12/26/18*
Completion of fifteen (15) years of service	5%	6%
Completion of twenty (20) years of service	6%	7%
Completion of twenty-five (25) years of service	11%	12%
Completion of thirty (30) years of service	13%	13%
*This is the pay period begin date for 2019 wages.		

A.~~79~~ ~~Per the May 28, 2010 Memorandum of Agreement between the City and the Association, t~~The following premiums shall apply to the stated captains based on their actual base wage rate while so assigned:

Precinct Captain: 5% (6% first pay period after implementation)

Violent Crimes Captain: 3%

Permanent Night Captain: 3%

Traffic Captain: 2%

A. Effective January 1, 2004, an actual base salary increase of 3.5% was paid to all police captains per the 2004-2005 collective bargaining agreement for performing rotating night duty commander assignments.

B. Effective the first pay period after implementation, Lieutenants in the position of Watch Commander or the CRG Lieutenant will receive a premium of 3% on their actual base wage rate while so assigned.

A.8 Correction of Payroll Errors. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and upon written notice, an overpayment shall be corrected as follows:

- A. If the overpayment involved only one paycheck;
 - 1. By payroll deductions spread over two pay periods; or
 - 2. By payments from the employee spread over two pay periods.
- B. If the overpayment involved multiple paychecks, by a prepayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's ~~his/her~~ final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Association Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

A9 Deferred Compensation.

- 1. Effective January 1, 2019, the City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 2% of the top step base salary of Police Lieutenant. Effective the first pay period following implementation, the City's total annual match of an employee's contribution to the City's voluntary deferred compensation program shall increase up to a maximum of 3% of the top step base salary of Police Lieutenant.
- 2. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase commensurate with the City's percentage match at the time it is determined to be illegal, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase.

APPENDIX B – MEMORANDUM OF UNDERSTANDING

The Association and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2020-2023~~2014-2019~~ collective bargaining agreement.

Accountability Legislation

The results of the bargaining on the Accountability Ordinance are incorporated into Article 16 of the CBA between the parties. In accordance with this, the City may implement the Accountability Ordinance. The Association retains the right to bargain any unforeseen effects arising out of the implementation of the Accountability Ordinance.

Body Worn Video

~~The Executive Order on Body Worn Video applies to all patrol officers and sergeants. Upon ratification of the Agreement, the City and Association will engage in a volunteer only sixty (60) day pilot period for a BWV program for lieutenants and captains. Association members participating in the BWV pilot program will not be subject to discipline for use or non-use of body worn video during the pilot, except for intentional misuse of the cameras to capture unauthorized footage or intentional non-use to conceal other misconduct.~~ Association members participating in the BWV program shall follow the provisions of SPD Manual section 16.090 (“In-Car and Body-Worn Video”).

~~If after the pilot program the Department decides to require uniformed lieutenants to wear BWV, the parties will engage in effects bargaining and will use their best efforts to complete the bargaining within sixty (60) days.~~ It is understood that the Department's intent is to will require some bargaining unit members uniformed lieutenants to wear BWV. The decision of which employees are or may be required to wear BWV will be made by the City. ~~In the event that the Department decides to extend the BWV program to captains or non-uniformed Association members, the City will provide notice and the opportunity to bargain upon request. The parties will use their best efforts to complete this bargaining within sixty (60) days. Nothing in this agreement prevents captains from volunteering to wear BWV.~~

Effective the first pay period after ratification of this Agreement, and continuing through the remainder of 2022, an additional two percent (2%) of the base monthly salary held by an employee shall be paid to each employee required to wear BWV while on duty for the City. Effective December 25, 2019 through the date of ratification, any Watch Commander that regularly wore BWV while on duty shall receive the 2% premium for each pay period during which they were wearing the BWV. The parties will work together in good faith to determine eligibility for this pay. This 2% premium for wearing BWV shall terminate on January 3, 2023.

~~Within 120 days of this Agreement, the parties will create a work group containing representatives of the City, the Department, and the Association to negotiate potential impacts on Association members' workloads resulting from the implementation of the BWV program.~~

Civilianization

The Captain position currently assigned to the Communications Section may be replaced by a non-sworn manager. The City reserves the right to determine when and if this happens. The Association and incumbent captain will receive at least 30 days notice prior to the implementation of a civilianization decision. There is no current proposal or agreement to civilianize the lieutenant position currently assigned within the Communications Section. These civilianization understandings are not dependent on where the communications function is ultimately housed organizationally.

In the event the City seeks civilianization of any other bargaining unit position(s), it may re-open the Agreement and bargain with the SPMA pursuant to the requirements of RCW 41.56.

~~The City may civilianize the Association positions in the OPA (a Captain and 2 Lieutenants), and the SPD HR Lieutenant work that is unrelated to the management of sworn background and recruiting. The decision as to when/whether to civilianize any of these positions will be made by the City. Current incumbents will be given one month's notice prior to being transferred, and offered the opportunity to provide the Department with any preference(s) in terms of assignment. The civilianization of these positions will not directly result in a reduction in the number of Captains or Lieutenants through the duration of this Agreement. The City retains the right to reduce the number of such positions for other reasons (e.g. — due to financial issues, in order to better align the number of actual positions with the number of budgeted positions, etc.). Prior to implementing the civilianization of these position(s), the City will first give the Association notice in order to provide an opportunity for effects bargaining.~~

Contract Effectiveness

Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

EEO interviews

EEO interviews may occur remotely over video at the City's discretion while the Mayor's Executive Order-COVID-19 Civil Emergency is in effect. After the expiration of this order, the parties may reopen on the issue of remote EEO interviews.

Flextime

~~Executive Leave and Flex Time~~ The parties agree to meet within ninety (90) days of ratification of this Agreement to reopen the CBA to address each of these issues. These issues may be addressed through a separate Memorandum of Understanding.

Effective with this Agreement, Flextime will be capped at 200 hours, and will be controlled and managed by SPD.

Determination of Accruals:

Each Captain must affirm to SPD the amount of Flextime they have by providing a written statement as follows: "I affirm that I currently have _____ hours of Flextime." Failure to provide the affirmation will result in the Captain losing whatever Flextime accumulation they had. The mechanism for gathering this information shall be determined by the SPD HR Director and will be distributed shortly after the Agreement has been ratified by both parties.

For each Captain affirming more than 384 hours of Flextime, the Captain will be expected to establish proof of approval to go over the cap, as required in the underlying MOU.

Transition to New 200-hour Cap:

Captains will have eighteen (18) months from the point that Flextime balances appear in a Captain's timesheet balances to get to 200 or less hours of Flextime (the "Transition Period"). In order to avoid disputes regarding this timeline, the parties will agree on the initial date that Flextime balances are being electronically recorded, which will initiate the Transition Period. At the commencement of the Transition Period, each Captain will be given the opportunity to cash-out at 35% their accrued Flextime hours for those hours over 200 and up to 384 hours. This cash-out may be requested through a mechanism administered by the SPD HR Director. At the conclusion of the Transition Period, any remaining unused Flextime hours will be cashed out by the City at the rate of 25% for hours over 200 and up to 384 hours. Funds will be directed consistent with current City policy and IRS regulation.

If during the Determination of Accruals process it is established that a Captain has an approved over-the-cap balance, the City may notify the Association of its intent to bargain issues related to the reduction of the over-the-cap amount. Absent such notification, the Captain will have the remainder of the Transition Period to use (or lose) the over-the-cap amount.

Four Ten Schedule Re-Opener

In the event the City implements a 4x10 patrol schedule with SPOG, and desires to extend that schedule to potentially impacted SPMA members as well, this Agreement may be re-opened to bargain the hours and work schedule impacts of the change to a 4X10 patrol schedule.

Incentive Sick Leave Balances

The use of incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below:

A. Incentive sick leave may be used only for the three-day elimination period for industrial injuries or after all regular sick leave has been used.

B. Incentive sick leave may not be cashed out or applied to the payment of health care premiums.

Legislative Changes

The parties recognize the dynamic and ongoing nature of legislative action as it relates to law enforcement reform and accountability. In the event new state/federal legislation is passed that potentially affects provisions within this Agreement, or if existing legislation is clarified such that it will potentially affect provisions within the Agreement, either party may re-open the Agreement in order to ensure compliance with any such new requirements.

Public Safety Civil Service Commission

The City may implement the revised composition of the Public Safety Civil Service Commission as provided in the Accountability Legislation at 4.08.040.

Gender/**Race** and Social Justice Initiative~~Equity, Workforce Equity~~

For the duration of this Agreement, the Association agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Race and Social Justice Initiative ~~Gender/Race Workforce Equity~~ efforts.

Records Retention

The City will request an Attorney General Opinion regarding revised RCW 43.101.135 (7)(b) in SB 5051. The question to be resolved is whether the legislation requires the retention of all officer misconduct investigations, or just those that result in sustained findings or discipline. If the AGO indicates that unsustained complaints are not the subject of the legislation, the Association may re-open the CBA on the issue of retention of not sustained investigative files (see Article 16.4 (N)).

Secondary Employment

~~Within twenty (20) days of the recommendations from the Interdepartmental Taskforce on the City Management of All SPD Secondary Employment to the Mayor, representatives of the City, the Department, and the Association will create a work group to negotiate impacts related to the Executive Order to establish an internal office to regulate and manage the secondary employment of SPD employees, including Association members.~~

The Association recognizes the City's ability to regulate and manage secondary employment (such as through an internal office), and the discretion to determine when this occurs. The City recognizes that there may be impacts to employees in the bargaining unit ~~Association members~~ (e.g., ~~—workload for any employee~~ ~~Association member~~ involved in making or overseeing the assignments), ~~and~~ and commits to bargain any such impacts upon the request of the Association per RCW 41.56.

Washington Paid Family and Medical Leave Act

The Parties agree that the existing Memorandum of Agreement between the City and the Coalition of City Unions concerning the implementation of the Washington Paid Family and Medical Leave Act (attached as Appendix F) will be incorporated into this Agreement. Association bargaining unit employees may utilize benefits outlined in SMC 4.26, 4.27, 4.29, and RCW 50A consistent with City policy and this Agreement.

Unfair Labor Practice

~~Pursuant to the terms of a settlement agreement between the parties, the Union will withdraw the ULP filed in Case Number 128498-U-16 upon ratification of this collective bargaining agreement by both parties.~~

Dated this _____ date of _____, 2022 ~~17~~.

Seattle Police Management Association City of Seattle

Scott Bachler, President,

Bruce Harrell, Mayor

Brian Stampfl, Vice President

Danielle Malcolm, Labor Relations

APPENDIX C

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.

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.). Leaves eligible for top-off during the pilot will be consistent with those applicable to the Coalition. Flextime is not eligible for top-off.

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 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 retroactivity 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.

J) The SPFML “top-up” program is a pilot, and the City and the Coalition of City Unions have developed a comprehensive review, analysis, and discussion system in order to assess the program (detailed in “K” below). The City agrees to notify the Association regarding the initial review meeting during Q2 2023, and the Association agrees to coordinate its participation through the Coalition. The City and Association will not conduct a separate review. Determinations about program viability and continuation will be made within the framework of the City/Coalition review and assessment, which is included below for reference.

K) Length and review of Pilot Program: 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 City and the Coalition of City Unions (the “Parties” for purposes of this subsection only) have agreed 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 days 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.

~~AUTHORIZATION AND ASSIGNMENT~~

~~The City of Seattle is hereby authorized and directed to deduct from my periodic wages, my financial obligations to the Seattle Police Management Association (SPMA) as set forth in Article 2 of the Collective Bargaining Agreement between the City and the SPMA, effective by its terms from January 1, 2014 through December 31, 2019. Such deduction from my wages shall be remitted to the SPMA treasurer twice monthly and at approximate intervals of 15 days. This continuing authorization and direction is subject to cancellation for future deductions upon express, written instructions from the undersigned after service thereof upon responsible officials of both the City and the SPMA.~~

~~Print Employee Name~~

Summary Att 1 – Agreement with SPMA (Bill Draft)
V1

Employee Signature

Date

APPENDIX D

APPENDIX D

**MEMORANDUM OF AGREEMENT
by and between
THE CITY OF SEATTLE
and the
SIGNATORY UNIONS**

LABOR-MANAGEMENT HEALTH CARE COMMITTEE

This Memorandum of Agreement (hereinafter, "MOA"), describes the processes and time frames agreed to between the City and the signatory Unions governing the medical, dental and vision, life, long term disability, long term care and employee assistance program benefits for all benefits-eligible employees represented by Unions that are a party to this MOA, including the changes thereto and premiums established through the Labor-Management Health Care Committee (hereinafter "Committee") in accordance with the provisions contained herein.

I. CONTRACTUAL PROVISIONS

Each Union that is a party to this MOA shall adopt and incorporate as part of their applicable Collective Bargaining Agreement, a provision that authorizes the Labor-Management Health Care Committee to govern benefit plans for all benefits-eligible employees represented by said Union, including premiums and changes thereto, in accordance with the provisions of this MOA.

DEFINITIONS

As utilized in this MOA, the term "total average plan cost of medical, dental and vision premiums" means the cost of premiums not diminished by funds from the Rate Stabilization Fund applied to reduce City and employee costs, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments and the respective monthly premiums paid by those employees to determine the total monthly medical premiums. Divide the resulting total by the total number of employees covered by this MOA to determine the average monthly plan medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly medical, dental and vision plan premiums derived from these calculations, add to this total the monthly amount utilized if any from the Rate Stabilization Fund referenced in IV, below, to reduce City and employee costs, and multiply by twelve to determine the total average plan cost, as referenced in this section, and sections VII and VIII, below.

As utilized in this MOA, the term “average City cost of medical, dental and vision premiums” means the cost of premiums excluding resources from the Rate Stabilization Fund (hereinafter “Fund”) and employee premium sharing, which shall be determined using the following calculation:

For each program year of January 1, through December 31, after 2005, multiply the number of City employees covered by this MOA in each medical plan, as of June 30, of the applicable program year by the respective monthly medical plan premiums charged departments to determine the total monthly City medical premiums. Divide that total by the total number of employees covered by this MOA to determine the average monthly City medical premium. Conduct the same calculations for the dental and vision plans. Total the average monthly City medical, dental and vision plan premiums derived from these calculations and multiply by twelve to determine the average City cost, as referenced in this section, and sections VII and VIII, below.

III REQUIRED CITY CONTRIBUTION

For each program year of January 1, through December 31, after 2005, the City shall pay up to one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums for the previous January 1, through December 31, period towards the projected, increased premium costs of employee medical, dental and vision programs that have been approved by the Committee.

If the total average plan cost for medical, dental and vision premiums for a program year of January 1, through December 31, after 2005, is projected by the Labor-Management Health Care Committee to exceed one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous January 1, through December 31, program year, the matter shall be addressed as provided in section VII.

If the total average plan cost for medical, dental and vision premiums for a program year is projected to be less than one hundred and seven percent (107%) of the average City cost of medical, dental and vision premiums paid by the City for the previous program year, the City shall only be obligated to pay that percentage increase in the average City cost of medical, dental and vision premiums paid by the City for the previous program year that is required to cover the projected increased total average plan cost for medical, dental and vision premiums.

IV. RATE STABILIZATION FUND

The Fund previously established by the parties shall be continued for utilization in year 2006 and beyond for the purposes described below. The initial funding shall be that level of funding that is contained within said previously existing Fund on the effective date of this MOA. The Fund shall also include money contributed on behalf of other Unions that may become a party to the MOA in the future, in addition to any interest, refunds, performance guarantee payments, excess premium revenues and other money that may become available or that is placed in the Fund as described in VIII, below. All such money shall be proportionately determined based upon the

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V1

VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

If the total average plan cost of medical, dental and vision premiums for any program year (January 1 through December 31) after 2005 is projected to be greater than seven percent (7%) over the average City cost of medical, dental and vision premiums paid by the City for the prior program year (January 1, through December 31), then:

- a. The Committee must utilize existing Fund resources (including any special reserve resources pursuant VIII, below) applied to the total, annual premiums of the respective health care plan(s) to the extent necessary or until all the Fund is exhausted in an effort to remain within the projected total plan costs of medical, dental and vision premiums.
- b. If the Fund is exhausted, excess costs shall be addressed by the City paying eighty-five percent (85%) of the total excess costs, and employee premium sharing shall be increased in such a manner so that fifteen percent (15%) of the total excess costs are addressed.
- c. The respective health care plan benefit designs may only be modified by the agreement of the Committee.
- d. No decision by the Committee shall be permitted that modifies the percentages established in b, herein.

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care costs for a given program year have been determined, the Committee shall assess whether or not those costs exceeded premiums paid by the City, money utilized from the Fund, and premiums paid by employees.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were less than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the positive balance shall be retained as a reserve in the Rate Stabilization Fund until the Committee makes projections for health care premium rates for the next program year to determine whether and/or to what extent all or a portion of this positive balance must be utilized as part of the decision-making process defined in VII, a, above. Once such projections are made, the Committee shall address the disposition of any remaining positive balance.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were more than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the Committee shall determine the amount by which the premiums paid by the City, money utilized from the Fund, and premium shares paid by employees were exceeded. The Committee shall be required to address recovering the negative balance from the prior year through the decision-making process defined in VII, above, for cost projections for the next program year.

number of employees that are represented by the Unions that are a party to this MOA.

V. LABOR-MANAGEMENT HEALTH CARE COMMITTEE

The Committee shall continue as previously established by the parties. The Committee shall be composed of six (6) voting representatives identified annually by the Unions that are or become subject to this MOA, and six (6) voting representatives selected annually by the City. The Committee shall function as defined by the protocol and procedures previously established by the Committee or as hereinafter amended by the Committee.

VI. COMMITTEE RESPONSIBILITIES

In addition to those specific responsibilities defined in sections VII and VIII, below, the Committee shall have responsibility for the following:

- a. Reviewing quarterly reports of fund activity for the Fund provided for in section IV, above.
- b. Reviewing medical, dental and vision claims activity and plan performance at each monthly meeting. The Committee can request preparation of special reports to monitor specific areas of concern or interest to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants. The benefits consultant shall participate in these reviews on at least a quarterly basis.
- c. Determining benefit plan design. The Committee can request that research and study reports be prepared by staff and/or consultants to the extent that the costs for such request(s) can be accommodated as part of the Personnel Department budget and/or the contract terms with consultants, and may share employee feedback on benefit issues.
- d. Selection of health care plan providers and consultants, and participation in the Request for Proposal process when appropriate.
- e. Authorizing expenditures from the Fund to pay the cost for mailings to Union members, costs for special research and/or study reports referenced in b and c, above, that exceed the Personnel Department budget and/or the contract terms with consultants, and related costs associated with educational activities intended to positively impact plan cost.

VII. DECISION-MAKING ASSOCIATED WITH COST PROJECTIONS

If the total average plan cost of medical, dental and vision premiums for any program year (January 1 through December 31) after 2005 is projected to be greater than seven percent (7%) over the average City cost of medical, dental and vision premiums paid by the City for the prior program year (January 1, through December 31), then:

- a. The Committee must utilize existing Fund resources (including any special reserve resources pursuant VIII, below) applied to the total, annual premiums of the respective health care plan(s) to the extent necessary or until all the Fund is exhausted in an effort to remain within the projected total plan costs of medical, dental and vision premiums.
- b. If the Fund is exhausted, excess costs shall be addressed by the City paying eighty-five percent (85%) of the total excess costs, and employee premium sharing shall be increased in such a manner so that fifteen percent (15%) of the total excess costs are addressed.
- c. The respective health care plan benefit designs may only be modified by the agreement of the Committee.
- d. No decision by the Committee shall be permitted that modifies the percentages established in b, herein.

VIII. DECISION-MAKING ASSOCIATED WITH ACTUAL EXPERIENCE

Once the actual health care costs for a given program year have been determined, the Committee shall assess whether or not those costs exceeded premiums paid by the City, money utilized from the Fund, and premiums paid by employees.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were less than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the positive balance shall be retained as a reserve in the Rate Stabilization Fund until the Committee makes projections for health care premium rates for the next program year to determine whether and/or to what extent all or a portion of this positive balance must be utilized as part of the decision-making process defined in VII, a, above. Once such projections are made, the Committee shall address the disposition of any remaining positive balance.

If the actual total plan costs of medical claims or premiums and dental and vision premiums were more than the premiums paid by the City, money utilized from the Fund, and premiums paid by employees, the Committee shall determine the amount by which the premiums paid by the City, money utilized from the Fund, and premium shares paid by employees were exceeded. The Committee shall be required to address recovering the negative balance from the prior year through the decision-making process defined in VII, above, for cost projections for the next program year.

IX. AMENDMENTS

This MOA may be amended to the extent authorized by law upon agreement by the Committee or by the signatories.

X. DEFINITION OF THE TERM "AGREEMENT"

The definition of having reached an "agreement" as contemplated in sections VI, VII, VIII, and IX, above, shall mean that at least four (4) of the Labor members and four (4) of the City members of the Committee concur with the decision in question.

XI. TERM OF AGREEMENT

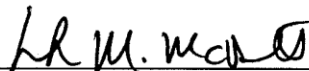
This MOA shall be valid for two (2) years from January 1, 2006, and shall renew itself for a three-year period on each third-year anniversary of said date. Provided, however, the City or a Union which is a party to this MOA may give notice not more than one hundred twenty (120) days prior to a third-year anniversary date of their intent to amend this MOA through the collective bargaining process or withdraw as a party to which the terms of this MOA are applicable. In the latter case, the MOA shall remain in full force and effect for all Unions which remain a party to it and the City, if the City has not withdrawn.

Signed this 1st day of May, 2007.

THE CITY OF SEATTLE



David Bracilano
Director of Labor Relations



Mark McDermott
Personnel Director



Dan Oliver
Seattle Police Management Association President

APPENDIX E

The City and the Association agree that the Memoranda of Agreement listed below remain operative and shall be retained by the parties and incorporated into the Agreement by reference. The parties agree that MOAs not referenced are either invalid, expired, or completed.

- 1997 – LEOFF members reemployed as civilians
- ~~1999 – Salary step placement upon promotion~~
- 2001 – Administration of vacation for LEOFF II on disability leave
- ~~2006 – Assessment Center Testing process pilot for promotion from lieutenant to captain~~
- ~~2007 – Flextime use and accrual by Captains~~
- 2009 – Executive Leave cash out for Captains
- 2009 – 2006 pilot process for promotion from lieutenant to captain becomes permanent
- ~~2010 – Captain premium pay, classification of directors within SPD, and out-of-class compensation~~
- 2014 – Implementation of the Settlement Agreement and Memorandum of Understanding between the City and the Department of Justice (July 27, 2012)
- 2014 – Formation of the Community Police Commission
- 2014 – Access and confidentiality of the DOJ Monitor
- 2016 – Night Duty Commanders and Night Duty Commander Duty Rotation Calendar
- 2017 – Night Duty Commander Addendum

APPENDIX F

09/20/19

MEMORANDUM OF AGREEMENT

between the

City of Seattle and the

Coalition of City Unions

This is a Memorandum of Agreement ("Agreement") between the City of Seattle ("City") and the Coalition of City Unions ("Coalition") (collectively, "Parties"), concerning the implementation of Washington *Paid Family and Medical Leave Act* ("WAPFML"¹), *RCW Title 50A* by the City of Seattle. In 2018 the citizens of Washington State voted to approve the creation of a paid family and medical leave program for employees in Washington state, with benefits effective January 1, 2020. WAPFML will be administered by the Washington Employment Security Department. The Parties recognize that there are continuing uncertainties in how to best implement WAPFML as it applies to City employees because the Washington state rulemaking process will not be completed before December 31, 2019. As a result of the lengthy rulemaking process, the Parties are unable to completely assess the impact of the law and rules on the City and its represented employees, and therefore:

The Parties agree to the following measures to reduce uncertainty and to address issues which may arise after the implementation of the paid family leave law:

1. ELIMINATION OF DRAWDOWN

The City shall not require members of the Coalition of City Unions who execute this agreement, to reduce the balance of or "draw down" accrued vacation or accrued sick leave prior to receiving leave benefits provided for in *Seattle Municipal Code Chapter 4.27, Paid Parental Leave* or *Seattle Municipal Code 4.29, Paid Family Care Leave*.

2. EXPANDED DEFINITION OF FAMILY MEMBER FOR USE OF CITY LEAVE

The City agrees that for bargaining units that have entered into this Agreement, it will expand the definition of family member to include the employee's sibling, the employee's grandparent, or the employee's grandchild for the purpose of eligibility for family and medical leave under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave* and *Seattle Municipal Code Chapter 4.29, Paid Family Care Leave*.

3. EMPLOYEE PORTION OF PREMIUM PAID FOR BY EMPLOYEES

The Coalition of City Unions and each individual union therein, agree that Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an

¹ The City of Seattle refers to WAPFML as "State Paid Family and Medical Leave", or "SPFML."

09/20/19

employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4. PROTECTED LEAVE FOR THOSE INELIGIBLE FOR LEAVE UNDER SMC 4.26
An employee who does not meet the eligibility criteria required by Chapter 4.26 of the Seattle Municipal Code, but who otherwise qualifies for WAPFML, shall be eligible for an unpaid medical leave of absence. Such employee shall be afforded the same job protections and be subject to the same obligations under this medical leave of absence as though they were covered by this Chapter 4.26 of the Seattle Municipal Code.
5. CONCURRENCY OF LEAVE
Leave taken under RCW Title 50A shall be taken concurrently with the federal *Family and Medical Leave Act of 1993* and with unpaid leave taken under *Seattle Municipal Code Chapter 4.26, Family and Medical Leave*.
6. AGREEMENT TO REOPEN INDIVIDUAL COLLECTIVE BARGAINING AGREEMENT(S) AFTER FINAL RULEMAKING COMPLETED
The Parties agree to reopen their respective Agreements for the purpose of addressing the impact of RCW Title 50A no later than September 30, 2020, after final rulemaking is completed, including but not limited to changes in the City's current paid leave program benefit, concurrency, "top off" and protected leave status which may arise as a result of final rulemaking from the State of Washington. After July 31, 2020, either Party may request to reopen the contract to address impacts of the law. The Parties further agree that they may reopen on this subject prior to July 31, 2020 by mutual agreement any time after the completion of the Washington state rule making has been completed.

SIGNED this 20th day of SEPTEMBER 2019.
Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE:


Jana Sangy
Director of Labor Relations

09/20/19

SIGNATORY UNIONS:

Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8

Andrea Friedland, Business Representative
IATSE, Local 15

Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors

Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C & 21Z

Ed Stemler, General Counsel
WSCCCE, Council 2, Local 21-PA Assistant
City Prosecutors

Kurt Swanson, Business Representative
UA Plumbers and Pipefitters, & Waterworks,
Local 32

Janet Lewis, Business Representative
IBEW, Local 46

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

09/20/19

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouse

Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal
Court

Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal
Court

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79



Legislation Text

File #: Appt 02215, **Version:** 1

Appointment of Maiko Winkler-Chin as Director of the Office of Housing.

The Appointment Packet is provided as an attachment.

City of Seattle



Director Office of Housing

**Confirmation Packet
May 10, 2022**

Maiko Winkler-Chin



May 10, 2022

The Honorable Debora Juarez
President, Seattle City Council
Seattle City Hall, 2nd Floor
Seattle, WA 98104

Dear Council President Juarez:

It is my pleasure to transmit to the City Council the following confirmation packet for my appointment of Maiko Winkler-Chin as Director of the Office of Housing.

The materials in this packet are divided into two sections:

A. Maiko Winkler-Chin

This section contains Ms. Winkler-Chin's appointment and oath of office forms, her resume, and the press release announcing her appointment.

B. Background Check

This section contains the report on Ms. Winkler-Chin's background check.

Maiko Winkler-Chin recognizes the twin pressures of a dire need for more affordable housing and the critical importance of supporting Seattle's longstanding communities, especially those at risk of displacement. She knows solutions to these challenges don't have to be mutually exclusive if efforts are collaborative and forward-thinking. That's why today, I wholeheartedly nominate Maiko to serve as permanent Director of our Office of Housing.

We're fortunate to gain from Ms. Winkler-Chin's depth of experience at the Seattle Chinatown International District Preservation and Development Authority (SCIDpda) where she served in roles including Housing Manager, Director of Housing & Facilities, and as Executive Director for the last 12 years. At SCIDpda, she dedicated her career to preserve, promote, and foster the resilient Chinatown International District community, managing hundreds of units of affordable housing and advancing new real estate projects in the neighborhood. I've been so pleased to see her proven leadership in action since she's served as the Office of Housing's Interim Director – advancing major investments, improving office processes, and bringing an innovative approach and a culturally-adept lens to her work.

As we collectively develop a Housing Levy renewal for voters' consideration next year, I trust we'll all rely on Maiko's insight, both as a past member of the Housing Levy Oversight Board and as someone with deep roots in affordable housing production, particularly permanent supportive housing. She understands the challenges affordable housing developers face right now, informed by her strong relationships with existing institutions, providers, developers, architects, financiers, contractors, non-profit organizations, and local residents. Maiko brings a demonstrated connection to community and understands the value of maintaining positive working relationships when driving negotiations for new and ongoing projects. Further, she's served on more volunteer boards and task forces than I can count, including as Board Chair of the Crescent Collaborative where she built bonds across Seattle's multicultural communities.

I announced Maiko Winkler-Chin as Interim Director in January. In the time since, my office consulted with stakeholders regarding her performance, including two former Office of Housing Directors, the Chair of the Housing Levy Oversight Committee, the Chair of the Seattle Housing Authority Board, representatives from the Crescent Collaborative, Housing Development Consortium, Plymouth Housing, El Centro de la Raza, the Urban League of Metropolitan Seattle, and several employees at the Office of Housing. The resounding conclusion from stakeholders was that Maiko Winkler-Chin is the correct and obvious choice for this critical moment in Seattle's history. Review of her past community development efforts, knowing her to be a person of resourcefulness and high moral character, and the strong support shown by the affected stakeholders is the process that informed my decision to advance Ms. Winkler-Chin for your consideration today.

I trust that after reviewing Maiko's application materials, meeting with her, and following Councilmember Mosqueda's thoughtful Finance & Housing Committee review, you will find that she is well suited to serve as permanent Director of the Office of Housing. Maiko is a talented mission-driven collaborator who centers community in everything she does, drawing on her integrity, humility, and creativity as she looks to create housing opportunities that benefit our residents.

If you have any questions about the attached materials or need additional information, Deputy Mayor Tiffany Washington would welcome hearing from you. I appreciate your consideration.

Sincerely,

A handwritten signature in dark ink, reading "Bruce A. Harrell". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Bruce A. Harrell
Mayor of Seattle

SECTION

A



City of Seattle

Mayor Bruce Harrell

May 4, 2022

Maiko Winkler-Chin
Seattle, WA
Transmitted via e-mail

Dear Maiko,

It gives me great pleasure to appoint you to the position of Director of the Office of Housing at an annual salary of \$180,000.

Your appointment as Director is subject to City Council confirmation; therefore, you will need to attend the Council's confirmation hearings. Once confirmed by the City Council, you serve at the pleasure of the Mayor.

Your contingent offer letter provided employment information related to the terms of your employment, benefits, vacation, holiday and sick leave.

I look forward to working with you in your role as Director and wish you success. We have much work ahead of us, and I am confident that the Office will thrive under your leadership.

Sincerely,


A handwritten signature in cursive script that reads "Bruce A. Harrell".

Bruce A. Harrell
Mayor of Seattle

cc: Seattle Department of Human Resources file



City of Seattle Department Head Notice of Appointment

Appointee Name: <i>Maiko Winkler-Chin</i>		
City Department Name: <i>Office of Housing</i>		Position Title: <i>Director</i>
<input checked="" type="checkbox"/> Appointment <i>OR</i> <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Specify appointing authority</i>		Term of Office: <i>City Council Confirmation</i> to <i>Mayoral Discretion</i>
Legislated Authority: <i>Seattle Municipal Code Section 3.14.720</i>		
Background: <p>Maiko Winkler-Chin recognizes the twin pressures of a dire need for more affordable housing and the critical importance of supporting Seattle's longstanding communities, especially those at risk of displacement. She knows solutions to these challenges don't have to be mutually exclusive if efforts are collaborative and forward-thinking. That's why today, I wholeheartedly nominate Maiko to serve as permanent Director of our Office of Housing.</p> <p>We're fortunate to gain from Ms. Winkler-Chin's depth of experience at the Seattle Chinatown International District Preservation and Development Authority (SCIDpda) where she served in roles including Housing Manager, Director of Housing & Facilities, and as Executive Director for the last 12 years. At SCIDpda, she dedicated her career to preserve, promote, and foster the resilient Chinatown International District community, managing hundreds of units of affordable housing and advancing new real estate projects in the neighborhood. I've been so pleased to see her proven leadership in action since she's served as the Office of Housing's Interim Director – advancing major investments, improving office processes, and bringing an innovative approach and a culturally-adept lens to her work.</p>		
Date of Appointment: <i>5/10/2022</i>	Authorizing Signature (original signature): 	Appointing Signatory: <i>Bruce A. Harrell</i> <i>Mayor</i>



CITY OF SEATTLE ▪ STATE OF WASHINGTON
OATH OF OFFICE

State of Washington

County of King

I, Maiko Winkler-Chin, swear or affirm that I possess all of the qualifications prescribed in the Seattle City Charter and the Seattle Municipal Code for the position of Director of the Office of Housing; that I will support the Constitution of the United States, the Constitution of the State of Washington, and the Charter and Ordinances of The City of Seattle; and that I will faithfully conduct myself as the Director of the Office of Housing.

Maiko Winkler-Chin

Subscribed and sworn to before me

this ____ day of _____, 2022.

[Seal]

Monica Martinez Simmons, City Clerk

Maiko K. Winkler-Chin

Community development professional with broad experience in property and asset management, development, and neighborhood revitalization. Proven team player in a leadership or contributing role. Recognized for consistently achieving high levels of productivity; ability to prioritize, problem-solve at micro and macro levels, learn quickly; and willingness to take on new challenges.

Work Experience

Seattle Chinatown Int'l District Preservation & Development Authority, Seattle, WA 2004 – Present

Executive Director (2009 to present). Responsible for the overall direction and sustainability of SCIDpda

- Ensure the SCIDpda meets its mission to promote, preserve and develop the Seattle Chinatown International District as a vibrant community and unique ethnic neighborhood through its various programs and initiatives.
- Represent the organization to our partners, organizations, elected officials, government officials and staff, and community leaders and residents. Utilize these relationships to advocate for our community.
- Provide leadership and vision for SCIDpda's pro-active, long term strategic planning. Work with Senior Management on meeting the organization's strategic plan. Ensure the organization's health by identifying and addressing internal and external issues and thoughtfully growing the organization.
- Ensure organizational capacity to carry out the vision, mission and core values. Lead and motivate staff.
- Oversee SCIDpda-sponsored commercial, residential and historical development projects, including feasibility studies, obtaining site control and/or development authority, preparing development and operating proformas, structuring and managing project subsidies and financing.

Director of Housing and Facilities (2008 to 2009). Responsible for providing safe, decent, and affordable homes for our residents, and maintaining the diverse properties in SCIDpda's portfolio.

- Oversee the operations of the housing and maintenance divisions. Create division and property budgets, and review and analyze financial reports. Establish and track performance standards, and identify improvements. Work with staff to continually refine systems for greater efficiency and improved communication. Continue in a similar role as the Housing Manager position, but in a less direct management role.
- Select, motivate and train a diverse work group tasked with a wide range of responsibilities to the organization, property owners, residents and tenants, and the greater community. Manage staff to meet budget and organizational goals. Mentor and coach staff in professional development, priority- and goal-setting, and provide constructive criticism when necessary.
- Plan for the long term viability of SCIDpda's physical assets. Create and maintain capital needs assessments, implement capital projects, develop recommendations for long-term sustainability and recapitalization strategies and sources.

Housing Manager (2004 to 2008). Hired to provide leadership and stability to the housing division.

- Oversaw day to day operations of 360 units in 7 buildings. Managed building managers and assistants to meet property needs. Created and monitored property budgets, and maximized revenue through initiating HUD contract renewals, and HUD and Seattle Housing Authority Porchlight rent increases. Acted as the resource and internal expert on housing-related issues for housing division and Legacy House.
- Reported to owners, funders and regulatory agencies on operations, compliance, finances, and other issues. Ensured that operations are compliant with various regulatory requirements to include Federal Low Income Housing Tax Credits, HUD Section 8, Seattle Housing Authority Porchlight, City, and State. Trained staff to understand different regulatory requirements. Developed and maintain positive relationships with funders.

- Assisted in the selection, design and implementation of the Yardi software system. Set up the affordable housing module and merged data from previous software system and paper files to new software. Trained staff on daily activities, and worked with accounting to ensure that the system worked properly. Continue to debug system, test operations, and work on system upgrades.

Southeast Effective Development (SEED), Seattle WA

1997 - 2004

Asset Manager (2001 to 2004). Ensured that SEED's properties served its mission over the long term.

- Analyzed feasibility of commercial, housing, and mixed-use developments by creating development and operating pro formas, identifying funding sources, determining consistency with neighborhood desires. Advised Executive Director on appropriate course of action to ensure projects met organizational goals.
- Managed development projects. Structured and obtained funding, and worked with development team to ensure that projects were completed on schedule and on budget. Managed a phased rehabilitation of an occupied building. Assisted Executive Director in managing a renovation of a rehabilitation center.
- Developed and analyzed performance indicators to ensure property performance. Instructed staff on performance measures, identified performance problems, and identified improvement methods when necessary. Ensured that third-party managed properties met SEED's community and financial goals. Acted as liaison between accounting, property management and senior management to improve communications, understanding and accountability.

Main Street/Economic Development Coordinator (1997-2000). Provided economic development and other assistance based on the "Main Street" revitalization approach in neighborhood business districts.

- Advised start-up business owners of technical assistance programs and small business lenders focused on Southeast Seattle. Provided GIS data and researched and obtained other demographic data in assistance with business plan development. Reviewed and edited business plans. Referred potential businesses to property owners with vacant space; maintained data on for-sale and lease properties, and rental rates for comparable properties.
- Marketed and administered a façade improvement program funded through Community Development Block Grant funds. Worked with fund users to troubleshoot and obtain approval through the Landmarks process, obtaining approval and getting projects completed more quickly.
- Worked on visibility programs with Columbia City business owners, which included fundraising and rehabilitating large electrical holiday ornaments; initiating Trick or Treat in the district; creating and updating the business district brochure and monthly "table top" ads.

Professional Development and Community Involvement

Master of Public Administration, University of Washington Evans School of Public Affairs; Seattle WA
Bachelor of Arts in International Affairs and Asian Studies, University of Puget Sound; Tacoma WA

Served on various city task forces and advisory committees related to community development, transportation, and planning. Current National Coalition of Asian Pacific American Community Development Secretary (past president, Transition Committee Chair).

Training includes: Nonprofit Housing Management Specialist, Affordable Housing Asset Manager (Consortium of Housing and Asset Management); Housing Development Finance Professional, classes in Economic Development Finance, New Markets Tax Credits and Public Private Partnerships (National Development Council); Specialist in Housing Credit Management (National Affordable Housing Management Association), Certified Occupancy Specialist (Affordable Housing Management Association of Washington)



Press Release

For Immediate Release

Contact Information

Jamie Housen

Phone: 206-798-5002

Email: jamie.housen@seattle.gov

Mayor Harrell Appoints New Department Leaders and Hires Director of Public Safety

Hamdi Mohamed will direct the Office of Immigrant and Refugee Affairs; Maiko Winkler-Chin will lead the Office of Housing; Andrew Myerberg will join the Mayor's Office as Director of Public Safety

Seattle – Today, Seattle Mayor Bruce Harrell announced additional members of his Cabinet, appointing new directors to the Office of Housing and the Office of Immigrant and Refugee Affairs. Harrell also announced the hiring of a director of public safety within the Mayor's Office.

Harrell will appoint Hamdi Mohamed to serve as director of the Office of Immigrant and Refugee Affairs. Recently elected King County Port Commissioner, Mohamed brings more than a decade of experience working on immigrant and refugee issues, including as a policy advisor for King County. As director, she will serve Seattle's diverse immigrant community by fostering relationships citywide, facilitating meaningful outreach, and creating a proactive office centered on inclusion.

"I sponsored the legislation that created the Office of Immigrant and Refugee Affairs and continue to advocate for it to be a chief conduit in driving authentic connections between communities and City government," **said Mayor Harrell**. "We can't be One Seattle without sustained and consistent input from our immigrant and refugee communities – they cannot be an afterthought. I am confident that Hamdi Mohamed shares this vision and will develop the authentic, on-the-ground partnerships needed to take this office to the next level.

"I want to thank Director Cuc Vu for her service to our City and for her thoughtful, steadfast support for immigrant and refugee communities in our region."

Harrell will appoint Maiko Winkler-Chin, longtime housing leader and executive director of the Seattle Chinatown International District Preservation and Development Authority as director of the Office of Housing. Winkler-Chin will be charged with leading the office at a time of rapid change, as it receives significant resources for building and maintaining housing and provides rental assistance and support for tenants and small landlords.

“Maiko Winkler-Chin recognizes the twin pressures of a dire need for more affordable housing and the critical importance of supporting Seattle's longstanding communities, especially those at risk of displacement,” **said Mayor Harrell**. “She knows solutions to these challenges don’t have to be mutually exclusive if efforts get beyond soundbites and are instead collaborative and forward-thinking. Maiko wouldn’t be willing to leave her job of nearly two decades if we didn’t have a real opportunity to make positive change for our City at this unprecedented moment. I’m so excited to see her proven leadership in action – advancing major investments, improving office processes, and bringing an innovative approach and a culturally-adept lens to make Seattle’s Office of Housing a national leader.

“I want to express my gratitude to Interim Director Robin Koskey for her leadership – stepping up to direct this department during difficult and fast-changing times.”

Finally, Andrew Myerberg, the current director of the Office of Police Accountability, will join Harrell’s office as director of public safety. Working with Senior Deputy Mayor Monisha Harrell, Myerberg will play a key role in developing new models of public safety, working collaboratively with Seattle Police and Fire Departments, and helping guide oversight and reform efforts.

“Facing a changing landscape and so many new and ongoing safety crises, my administration is putting public safety at the top of the agenda,” **said Mayor Harrell**. “Andrew Myerberg brings an expert’s understanding of the issues in front of us, along with a diverse set of professional experiences working toward a safer City for *all* residents. I have no doubt Andrew will enhance our efforts and help originate the bold ideas needed to make change as we enter negotiations on a police contract, stand up a new department of unarmed public safety officers, and build a Seattle Police Department with staffing levels and a culture to match our local needs and local values.”



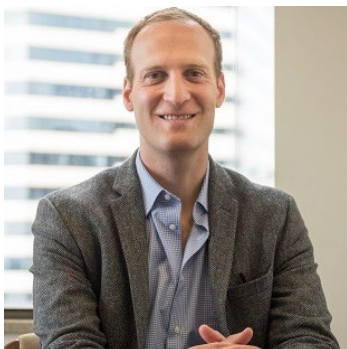
Director of the Office of Immigrant and Refugee Affairs Hamdi Mohamed

Hamdi Mohamed is a civil servant with more than a decade of experience serving immigrant and refugee communities. Mohamed currently serves as a Policy Advisor to King County, where she manages initiatives directing funds and investments in small businesses, community organizations, and COVID-19 responses. Before working for King County, she served as the Deputy District Director for U.S. Congresswoman Pramila Jayapal. She also worked for CARE International and the Refugee Women Alliance in roles dedicated to fighting poverty and empowering immigrants. Mohamed is a graduate of the University of Washington, earning both a bachelor's and master's degree, along with a Global Business Certificate from Harvard Business School. Last year, Mohamed became the first Black woman elected to the Port of Seattle Commission and the first Somali woman elected in office in Washington state.



Director of the Office of Housing Maiko Winkler-Chin

Maiko Winkler-Chin currently serves as Executive Director of the Seattle Chinatown International District Preservation and Development Authority (SCIDpda), working to preserve, promote and develop the Chinatown International District as a vibrant community and unique ethnic neighborhood. She brings 25+ years' community development experience in asset management, property management, real estate development and finance. Winkler-Chin was a founding member of Puget Sound Regional Council's HUD Sustainable Communities Regional Equity Network, co-chaired the Urban Land Institute's Center for Sustainable Leadership, and was a UW Runstad Center for Real Estate Studies Affiliate Fellow. She currently serves on the boards of the Housing Development of Seattle King County, Crescent Collaborative, National Coalition of Asian Pacific American Community Development and the Seattle University Youth Initiative. Winkler-Chin was born in Japan, raised in Hawaii, and came to the mainland for college. She lives in Seattle's Beacon Hill neighborhood with her husband, teenager, and puppy.



Director of Public Safety Andrew Myerberg

Andrew Myerberg has served as the Director of Seattle's Office of Police Accountability (OPA) since 2017. Myerberg came to OPA from the Seattle City Attorney's Office, where he was the lead attorney for the City in the Consent Decree over the Seattle Police Department and provided legal advice to City departments on criminal justice and law enforcement issues. Myerberg also previously served as legal counsel to the Seattle Community Police Commission. Myerberg has a Juris Doctorate from American University's Washington College of Law and a Bachelor of Arts from Hamilton College.

###

SECTION

B



City of Seattle

Seattle Department of Human Resources

Kimberly Loving, Interim Director

March 16, 2022

TO: Adam Schaefer, City Budget Office

FROM: Annie Nguyen, Seattle Department of Human Resources

SUBJECT: Background check for Maiko Winkler-Chin

The Seattle Department of Human Resources has received a copy of **Maiko Winkler-Chin** background check provided by Global Screening Solutions. There were no findings that would impact their employment eligibility.

Cc: Personnel File

Seattle Department of Human Resources

Seattle Municipal Tower, 700 5th Avenue Suite 5500, PO Box 34028, Seattle, WA 98124-4028
(206) 684-7999 • TTY: 7-1-1 Fax: (206) 684-4157 • Employment Website: www.seattle.gov/jobs

An equal employment opportunity employer. Accommodations for people with disabilities provided upon request.



Seattle City Council Confirmation Questions

Maiko Winkler-Chin – Director, Office of Housing

My comments below use the word “we” often. “We” means the Executive branch – the Mayor, their executive offices (including OH) and City departments; the Legislative branch – City Council, legislative assistants, and Central staff. We work on behalf of those who call Seattle home. This is my orientation to this new role.

1. What are your major goals for the Office of Housing over the next several years? What 3 you see as the primary challenges facing the Office of Housing over the next several years?

- **Send the 2023 Housing Levy to voters** – we need to work together to achieve this goal and ensure the 2023 Housing Levy reflects a bold solution for Seattle’s affordable housing needs now and in the coming years. Let us go into our joint work knowing it will be tough and challenging. We will have questions, we may disagree, and we will need to work together knowing that no levy is a “sure thing”. Through our work together, we will have productive conversations about how this critical resource differs from and interacts with other available resources, and how we will prioritize all of these to help house people in need.
- **Explicitly add a community development lens to our housing investments** – as we have demonstrated over the past 40 years, our housing investments can lead to strong outcomes not just for the residents of the development, but also for the neighborhoods in which our investments are placed. We can continue to emphasize this broader community benefit through intentional conversations about “housing AND...” which is reflective of my community development background.
- **Ensure that the Office of Housing is strong and healthy so the people who do the work, and the assets we steward, are best serving the people of Seattle** – the Office will have over 60% new staff between vacancies to be filled and newly created positions. In order for the Office to be successful, the people who work at the Office must develop as a team – improve clarity of our collective work and operate with shared values and a clear picture of what success looks like.

2. What is your general philosophy for how to most effectively work with City Council? How will you be responsive to Council requests, in particular regarding priorities that differ with those of the Executive branch?

I would like to build a collaborative relationship that is based on regular communication; respect for our roles, and trust; where we jointly understand what we hope to accomplish and achieve in service to the people of our city. When we differ in opinions – and we will – I hope we listen and try to understand each other so we can jointly problem solve. While I work in the Executive branch and report up to the Mayor, Mayor Harrell encourages an open and collaborative relationship between Cabinet members and Council. I intend to work closely with Council and staff, as I have for many years, because the best work often involves listening to others’ ideas and working through issues to come up with the best solutions.

3. How will you ensure that Council members and Legislative staff receive timely information needed from your department for Council to make sound policy and budgetary decisions?

The city benefits when Council makes informed policy and budgetary decisions, and that means OH's role is to get Council the information they need in a timely manner. Understanding the information request – the why – is important. I have heard from staff who work in policy areas that they would like to be more involved in the deliberative space of creating the policy – of thinking through the issue that the policy is trying to address. I would like to explore this for staff work satisfaction and to build upon staff expertise.

Other than having OH staff provide timely information to Council, we also need the right data tools, which we are starting to plan and implement this year.

4. What is your vision for Office of Housing coordination with the city's Department of Human Services, Seattle Housing Authority, regional partners, and the King County Regional Homelessness Authority to reduce homelessness in Seattle and the region?

Quite simply, we know that housing is what ends homelessness. We will produce housing and bring people inside in partnership with these key entities in our region. We will build as much housing as we can – as much as the funding environment allows, and as much as the provider community supports – to contribute to the important cause of reducing homelessness.

We need to coordinate to improve our existing work and develop trust and confidence with each other as we jointly seek to access resources – money, time, and ideas. We have smart and talented people in these entities, but they may be asked to work and think differently as the different organizational roles intersect. I look forward to continued work with these partners, and ongoing learning as I explore and further define the role of OH in this effort.

5. In your position, how will you promote racial and social equity? Can you provide some specific examples?

I feel that much of my work life has been focused towards the goal of equity. It is not a term I grew up with or used until recently, but it is a thread that runs through my past 25+ years.

In my 2 months in OH, I hear “equity” often, but I am not sure if we as a team have a common definition, which is necessary so we can examine our work – our programs and processes – through that lens. I'm bringing my staff together to build a common definition, which is needed soon because our team is exponentially growing.

Since I have been at OH, some of my most interesting conversations have been with the Change Team, which includes 25% of staff across the Office. They have been promoting equity at OH, and I would like to work with them to set measurable goals around our equity work. I am excited about working with and supporting them as we together make our organization stronger.

I look forward to ensuring that we live our definition of equity as we develop the proposal for the 2023 Housing Levy, create, evaluate, and award our upcoming project RFPs, assess recently

implemented policies, and as the Executive and Council hold OH accountable and highlight areas for improvement.

6. What opportunities do you see to promote equitable, community-driven affordable housing development rooted in and serving communities most at risk of displacement in Seattle?

This question goes back to one of my goals. I see an investment by OH as an invitation to consider other City investments in this place. What else could be there – childcare, small businesses, other public benefits? Which City departments help inform and support our work – where do we choose to invest? Who do we work with to help do the “housing AND....” work?

For some projects – for example, the site in the Mt. Baker light rail station area – we need to explore the most creative approach to developing the site, including an examination of how we can implement what we hear from community, how we create the best conditions to produce the most positive outcomes for both residents and the broader community, and how we learn to do this work better with each project. As with equity work, this more expansive type of community development can require more process and time, but I see this work as critical to building resilient and equitable neighborhoods.

7. How will you promote and support developers to use community preference/affirmative marketing policies in their new developments?

All Office of Housing-funded projects should be affirmatively marketed per policy. There is confusion around what “affirmative marketing” means – honestly, I was confused between governmental agencies (specifically OH/SOCR and HUD) because that process was defined very differently depending on the agency. We have an opportunity to further evaluate affirmative marketing practices across agencies and continue to improve these practices through more clearly defined guidelines in our Housing Funding Policies.

The community preference program, developed to potentially disrupt displacement, is new but has been implemented in a couple completed OH-funded buildings. I recognize that some owners, developers, and/or investors may be concerned about using this new policy. If developments are resistant to using the community preference, OH needs to understand why. We could then design ways to improve or adjust the policy to achieve the performance we seek.

8. What are some innovative opportunities you have identified to strengthen and expand OH’s core work of providing permanently affordable housing at 0-30% AMI and between 30-60% AMI?

I believe innovation requires resources (especially time), trust between partners, and a tolerance for failure and reexamination. If we fail in this process of innovation, we need to remedy the situations, which often cost money, reputation, trust and perhaps pride. This innovation process may be challenging for governmental entities. I could take this question as an invitation from Council for OH to experiment, to “design/do” projects to learn along the way, and I welcome that if that is the case.

I view innovation as the compilation of ideas I hear from those smart people around me. I am curious, I like to learn, I often “talk story” with others to explore what they are learning and brainstorm the possibilities with experts working on the ground. OH has very smart, dedicated, creative people who want to serve our communities; my role is to listen, ask clarifying questions, clear barriers, and support them in their work.

In the past few years, the world turned upside down, and people at OH tried new ways of working and investing in projects, and we held a sense of urgency. I hope we can carry some of this energy forward as we tackle issues in our work, such as trying to shorten the time it takes to build housing (getting units open quicker, reducing time to save money); acquiring new buildings and looking to purchase more; decreasing displacement (and bringing back those already displaced) through creating permanently affordable homeownership; working with organizations to steward our joint asset (our properties); trying new policies to improve outcomes; and publicly bidding properties for developments that intentionally meet a broad range of public goals.

I am looking forward to the conversations with Council, OH staff, our communities, and our extended community of those who are experts in housing across the country. It is in those types of conversations that I gain energy and learn, and from which we can come up with adaptive solutions.

9. How do you balance the need to invest in housing for the lowest income workers (0-30% AMI) and the desire to make progress on middle income housing? How will you leverage OH resources to meet the specific housing needs of diverse communities in Seattle? Can you provide some examples?

People who work in our city should be able to live here. OH will continue using its existing financial resources to serve the lowest income residents – at properties that need that resources for sustainability.

We need to work with partners – City departments and all sectors (public, private, and not for profit) – to create and utilize all the tools we can. The tools will not be the same for 0-30% AMI housing as it may be for housing offered for people with higher incomes. As a city, the information around the specific housing needs of diverse communities sits in various workgroups. Our office needs to listen and understand so we can help determine how to meet the need. Our staff are known as technical experts, and we need to apply that expertise alongside community knowledge to improve housing affordability across the city.

I hope we can pursue demonstration projects with unconventional partners. Not everything is going to work out the way we plan (see question #8 above), and we will always look at the data. We should also revisit past recommendations around affordability and livability in our city to see how applicable those recommendations remain and consider what other methods to explore.

10. What opportunities do you see to increase OH’s activity in preserving existing affordable housing by removing it from the speculative market?

OH has historically tracked properties exiting Section 8 and other programs with an eye towards acquisition. The City's Notice of Intent to Sell policy and Rapid Acquisition program will continue, and OH will continue examining how these programs have worked and how we need to adjust different aspects of these policies to achieve the best possible outcomes.

OH will continue to ensure that our communities are aware of OH funding to support low-income homeowners to maintain their homes and provide weatherization assistance to stabilize homeowners and enable them to remain in their homes.

Seattle is not alone – and I will look to our peer cities, particularly high-cost cities along the west coast, to explore the work they have done and examine the ways we may apply their learnings in Seattle.

11. What are your thoughts about how to support affordable housing providers and residents who have been impacted by the pandemic, and what lessons learned can be drawn to help strengthen our affordable housing system against future crises?

Having worked in the field, we have really experienced numerous crises since 2020 –increasing homelessness, public safety concerns, behavioral health system challenges, racial justice reckoning, anti-Asian hate, severe workforce shortages among housing providers, extreme heat, wildfire smoke, etc. Some of these crises existed before COVID-19 but became much more evident over the past two years. These crises have all been felt and experienced throughout our portfolio of city-funded and regulated affordable housing, and they are not over yet.

OH served as an information source and resource deployer. That is what OH does, but the Office stepped in to deploy additional resources, such as rental assistance and capacity building funds. The past few years have shaped the way providers and OH think about how spaces are developed, and the systems that serve the properties (e.g., air filtration, cooling and heating, internet access, food access, common areas). OH is committed to working directly with providers to hear about the impacts of the pandemic and these numerous crises, and to collectively develop our work to address these challenges.

12. How will you work with the Council to ensure continued resources for resident services and other vital programs to support affordable housing residents?

As someone who advocated for resident services, this remains a needed resource for both residents and property operations staff. At OH, we see the needs for adequate services to support residents across the full continuum of housing in which we invest. OH will work with Council to ensure resources to support our residents, by learning from our current investments in services and capacity building, convening provider conversations, helping articulate the outcomes of these services, and ensuring that the multiple fractured systems that exacerbate challenges in our affordable housing investments are known and hopefully addressed.

13. What steps will you take to prepare Seattle's affordable housing system for equitable expansion as new resources come online?

To promote equitable expansion, OH will improve transparency around the criteria necessary for an organization or project to receive investment. Having worked at an organization that was not seen as “fundable” in the traditional leveraged system, I have strong feelings about this work and will work hard to be objective in this area.

In terms of new resources, I appreciate the new Payroll Expense Tax revenue because I believe it encourages OH to work with non-traditional groups to meet their community’s housing and development goals. The Office has started this work with the new JumpStart Acquisition & Preservation Program that offers capacity building dollars and access to a distinct loan fund. The capacity building and training will allow organizations to make educated decisions on their path towards developing and stewarding assets. This program places OH in a different role and relationship with a new set of organizations and by creating this program, I believe we are becoming more transparent in our requirements.

I believe we will see different types of projects than we have seen in recent history, and I am looking forward to working on this new program and defining what success looks like with these new resources.

This work requires OH to be fully staffed to support organizations and policy development, and I thank Council for supporting the added positions and resources.

14. How do you see the City’s investment in homeownership development evolving in the coming years?

Housing is foundational to a family’s success, and permanently affordable homeownership is critical in our work to prevent displacement, as well as promote asset building. Government programs have harmed certain communities, including my own (my home has a racial covenant – it of course is no longer in effect and is an artifact of the recent past). I see homeownership investments increasing, but they may look different. We will continue looking for land and exploring partnerships with other public agencies for sites to develop. We have developed permanently affordable townhomes and cottages, and we may see new models, such as condos, co-operative ownership models, and other new forms to meet our communities’ needs.

15. What are your priorities and thoughts about including higher labor standards on affordable housing development efforts around the city—including opportunities for workers to enter a career in the construction industry; opportunities within contracting processes for women, members of the BIPOC community, and economically distressed communities; and accountability for contractors and subcontractors to decrease wage theft and other violations on Office of Housing projects—and where have you seen higher labor standards be included and be successful?

Our investments should create public benefits beyond the creation of units, extending beyond the construction period and into the life of the property. Our investments should create opportunities for economic benefit to our residents – those that live in OH-invested buildings, and the neighborhoods that surround them – to access careers and create business opportunities. There should be a pipeline of projects for them to work on in their city. If this is a

goal that we agree on, we should explore it with our partners – those that develop, operate, and work on our investment – determine what our desired outcomes should be, and implement new ways of working.

Wage theft is absolutely unacceptable, and should be enforced by the Office of Labor Standards, no matter the project.

OH relies on a diverse array of workers to build and operate our affordable housing portfolio, and I look forward to exploring how we can better support all the employees in our ecosystem to thrive.

16. As the Director of Office of Housing what steps would you take to ensure as many affordable housing units as possible are filled?

Ensuring that our affordable housing portfolio is fully utilized is mission critical to our department. We are committed to housing as many people as possible with this precious housing resource that we steward.

The OH vacancy rate target includes the time needed for unit turns between different occupants, and this time is often dependent on staffing and availability of supplies and contractors to repair and maintain properties.

As mentioned in question #11, we are living through a very difficult time, which has deeply impacted people experiencing homelessness and poverty, residents of our affordable housing portfolio, and organizations themselves. There are significant supply chain challenges that are currently impacting maintenance of properties across the city, there are significant rental arrears at existing properties, and there are staff shortages onsite and among contractors. We are working alongside our affordable housing partners to ensure that units are fully utilized, and we know it is also mission critical for our affordable housing providers to achieve the highest occupancy standards possible to serve people in need.

OH employs an asset management team that regularly monitors our affordable housing projects to ensure compliance with numerous regulations and hold operators accountable to specific metrics, such as vacancy rates. We work very closely with providers to provide technical assistance and support when metrics fall below expectations.

17. How you will ensure that residents of all neighborhoods and districts, throughout the city, benefit from new affordable rental housing units?

Every neighborhood should have affordable housing options – it's part of the promise of the Fair Housing Act. The recent OH Annual Investments Report presentation to Council's Finance & Housing Committee highlight areas of success and opportunity for improvement. The City's Comprehensive Plan process and the 2023 Housing Levy development efforts, as well as conversation around major policy areas, will lead to action to address this issue. We must be deliberate in planning for geographical spread and investing in different housing types in order to shape our strategy and implementation plan.

18. What specific and measurable outcomes should the Office of Housing look to when measuring success?

In the time since I've been at the Office of Housing, it's clear that the following outcomes should be used to measure success:

- Outcomes for our different housing programs and policies, including the number of new homes developed and added to the permanently affordable housing portfolio, the outcomes for residents living in those homes, the efficiency of organizations operating those homes, and the impact felt by different policies managed by OH
- Equity metrics around our investments and the outcomes for residents in our affordable housing portfolio, to be further developed with the OH Change Team
- Outcomes in the area of homelessness to be developed with our providers and funding partners

I expect the list of goals will continue to be refined based on upcoming conversations with the Executive, Council, and our stakeholders.

19. What are your thoughts on the outcomes of the current Housing Levy (# of units produced, # of units in the pipeline, # of units projected to be completed, income levels served, etc.) and opportunities to build on this work through the upcoming Housing Levy renewal?

- We have exceeded or are on track to meet our 2016 goals, which is incredible.
- We must reflect on how we are currently performing, what we need to improve, and what new outcomes and related metrics should be.
 - I look forward to examining the unit count metric, which may not adequately capture or support the development of different bedroom sizes, for example, or adequately reflect equity outcomes.
 - I also look forward to future conversations around the concept of leverage of other fund sources, the ways that OH maximizes other funding opportunities, and the methods that OH uses to deploy the resources efficiently and effectively.
- As a community developer, I hope that we jointly create goals and outcomes to sustain community resilience in all our city's neighborhoods.



Legislation Text

File #: CB 120339, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to grant funds from non-City sources; authorizing the Directors of the Office of Planning and Community Development and the Seattle Department of Construction and Inspections to accept a grant and execute related agreements; amending Ordinance 126490, which adopted the 2022 Budget; changing appropriations to various departments; and ratifying and confirming certain prior acts.

WHEREAS, the Office of Planning and Community Development initiated the 130th and 145th station area

planning process in the fourth quarter of 2018 to ensure the benefits of future high-capacity transit are equitably distributed and additional investments are equitably leveraged; and

WHEREAS, between March 2019 and October 2020, the Office of Planning and Community Development conducted community outreach and engagement to create a community vision for the station area. The outreach and engagement included interviews with community organizations and institutions, an online survey, an online and in-person open house, an online and in-person community workshop, and four online community conversations; and

WHEREAS, the Office of Planning and Community Development used community input to produce a Draft Plan for the Station Area articulating the community's vision for a vibrant, walkable, mixed-use neighborhood surrounding light rail and bus rapid transit stations. The plan was released for public review and comment in March 2021; and

WHEREAS, Sound Transit is constructing the Lynwood Link Extension, scheduled to begin revenue service in 2024, that includes the Shoreline South station; and

WHEREAS, Sound Transit is designing the SR 522/NE 145th Stride bus rapid transit service that will connect

to Link light rail at Shoreline South/148th and will include a station at NE 145th Street and 15th Avenue NE; and

WHEREAS, following 17 months of discussions and engagement with jurisdictions and stakeholders, the Sound Transit Board adopted a realignment plan on August 5, 2021, that will serve as a framework for delivering agency system expansions as rapidly as possible. The realignment plan includes an infill station for the Lynwood Link Extension at NE 130th Street to be completed by 2025, and SR 522/NE 145th Stride bus rapid transit service to begin service in 2026; and

WHEREAS, the Office of Planning and Community Development staff submitted a grant proposal to the Washington Department of Commerce, Growth Management Services (GMS) unit to support Transit-Oriented Development and Implementation (TODI) planning and was awarded \$250,000 to carry out this work from July 1, 2021 through June 30, 2023; and

WHEREAS, the Seattle Department of Construction and Inspections is responsible for implementing Chapter 23.60A of the Seattle Municipal Code, known as the Shoreline Master Program (SMP); and

WHEREAS, Section 23.60A.027 of the Seattle Municipal Code provides for the development of a mitigation program that improves the implementation of the Shoreline Master Program establishing a defensible and transparent permitting tool by which both the impacts to shoreline ecological functions and the mitigation required to offset these impacts can be measured; and

WHEREAS, the Seattle Department of Construction and Inspections staff submitted a grant proposal to the Washington Department of Ecology, Shorelands and Environmental Assistance Program, to support shoreline planning and planning related efforts that, in part, advance local shoreline planning priorities and improve the implementation of SMPs, and was awarded \$50,730 to carry out mitigation planning from January 1, 2022, through June 30, 2023; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of the Office of Planning and Community Development, or the Director's

designee, is authorized to accept non-City funding from the Washington Department of Commerce, Growth Management Services (GMS) unit, and to execute, deliver, and perform on behalf of The City of Seattle agreements reasonably deemed necessary for the receipt of GMS funds in an amount up to \$250,000 to support Transit-Oriented Development and Implementation (TODI) planning.

Section 2. The Director of the Seattle Department of Construction and Inspections, or the Director's designee, is authorized to accept non-City funding from the Washington State Department of Ecology (DOE) and to execute, deliver, and perform on behalf of the City of Seattle, agreements reasonably deemed necessary for the receipt of DOE funds in an amount up to \$50,730 to support the Shoreline Master Program.

Section 3. Contingent upon the execution of the grant or other funding agreement and receipt of the grant funds authorized in Sections 1 and 2 of this Ordinance, the appropriations for the following items in the 2022 Budget are increased as follows:

Item	Fund	Department	Budget Summary Level	Amount
3.1	General Fund (00100)	Executive (Office of Planning and Community Development)	Planning and Community Development (BO-PC-X2P00)	\$250,000
3.2	General Fund (00100)	Seattle Department of Construction and Inspections	Government Policy, Safety & Support (BO-CI-U2600)	\$50,730
Total				\$300,730

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

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

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Office of Planning and Community Development/Seattle Dept of Construction & Inspections	Patrice Carroll / 206-684-0946 Margaret Glowacki / 206-386-4036	Christie Parker/ 206-684-5211

** 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 grant funds from non-City sources; authorizing the Directors of the Office of Planning and Community Development and the Seattle Department of Construction and Inspections to accept a grant and execute related agreements; amending Ordinance 126490, which adopted the 2022 Budget; changing appropriations to various departments; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation accepts two grants, one for OPCD and one for SDCI, and adds corresponding appropriation authority to the departments' 2022 budgets.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

Appropriation change (\$):	General Fund \$		Other \$	
	2022	2023	2022	2023
	\$300,730	\$0	\$0	\$0
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2022	2023	2022	2023
	\$300,730	\$0	\$0	\$0
Positions affected:	No. of Positions		Total FTE Change	
	2022	2023	2022	2023
	0	0	0	0

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

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

If this grant ordinance is not accepted, the City would miss funding opportunities for Transit Oriented Development Planning and the Shoreline Master Program.

3.a. Appropriations

X This legislation adds, changes, or deletes appropriations.

Fund Name and Number	Dept	Budget Control Level Name/##	2022 Appropriation Change	2023 Estimated Appropriation Change
00100	OPCD	BO-PC-X2P00 - Planning and Community Development	\$250,000	\$0
00100	SDCI	BO-CI-U2600 – Govt Policy, Safety & Support	\$50,730	\$0
TOTAL			\$300,730	\$0

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

Is this change one-time or ongoing?

One-time.

Appropriations Notes: These appropriations will be tracked by grant funding sources.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2022 Revenue	2023 Estimated Revenue
00100 General Fund	OPCD	State Department of Commerce Grant	\$250,000	\$0
00100 general Fund	SDCI	State Department of Ecology Grant	\$50,730	\$0
TOTAL			\$300,730	\$0

Is this change one-time or ongoing?

One-time

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
Not applicable.
- 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?**

OPCD: The 130th and 145th station area (area within ½ mile of the light rail or bus rapid transit station) includes the following communities: 37.9% people of color and 27.6% speak a language other than English at home. In the future these communities will benefit from better access to high-capacity transit and more housing options. Public outreach will include outreach to community organizations and institutions in the area that serve these populations such as: Lake City Alliance, Lake City Collaborative, Children's Home Society, elementary schools and the Seattle Public Housing Authority. OPCD will use an online translator for information included on the project website, and will generate subtitles in other languages for any online events. For any in-person meetings scheduled in the future, OPCD will provide translation services on request.

SDCI: The Shoreline Master Program regulations apply to all properties within the Shoreline District and environmental health and human health are inextricably linked. The goal of this project is to achieve full mitigation caused by impacts to the shoreline environment through the implementation of the Shoreline Master Program, an outcome that will help protect shoreline natural resources for all communities. No community engagement is proposed at this point in the project. Community engagement will occur when SDCI brings a Director's Rule implementing the project to Seattle City Council for their review. Community engagement will be inclusive and will include the opportunity for meaningful input on the implementation of the program.

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

OPCD: Research shows that people who live within a ½ mile of high-capacity transit tend to drive less and produce fewer GHG emissions. This project may result in higher

density zoning for the station area which would allow more people to live within a ½ mile of high-capacity transit.

SDCI: There will be no impact on emissions for SDCI's portion of the legislation.

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

OPCD: The station area does include environmentally critical areas (steep slopes, habitat, floodplain). This grant will support environmental impact studies that will allow the City to avoid or mitigate impacts to these areas. Also the application of Seattle's current building and stormwater code to new development will ensure new buildings are more resilient to natural hazards.

SDCI: Resiliency will either stay the same or increase. When shoreline projects are fully mitigated, site conditions tend to be more resilient to sea level rise.

- 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.



Legislation Text

File #: CB 120287, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; updating regulations for rooftop features; amending Sections 23.44.012, 23.44.046, 23.45.514, 23.45.545, 23.47A.012, 23.47A.013, 23.48.025, 23.48.231, 23.49.008, 23.49.046, 23.49.096, 23.49.148, 23.49.324, 23.50.020, 23.66.140, 23.66.332, and 23.75.110 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; updating regulations for rooftop features; amending Sections 23.44.012, 23.44.046, 23.45.514, 23.45.545, 23.47A.012, 23.47A.013, 23.48.025, 23.48.231, 23.49.008, 23.49.046, 23.49.096, 23.49.148, 23.49.324, 23.50.020, 23.66.140, 23.66.332, and 23.75.110 of the Seattle Municipal Code.

..body

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 23.44.012 of the Seattle Municipal Code, last amended by Ordinance 126509, is amended as follows:

23.44.012 Height limits

* * *

C. Height ((~~Limit Exemptions~~)) limit exemptions

1. Flagpoles. Except in the Airport Height Overlay District, Chapter 23.64, flagpoles are exempt from height limits, provided that they are no closer to any adjoining lot line than 50 percent of their height above existing grade, or, if attached only to a roof, no closer than 50 percent of their height above the roof portion where attached.

2. Other ((~~Features~~)) features. Open rails and planters may extend no higher than the ridge of a pitched roof permitted under subsection 23.44.012.B or 4 feet above the maximum height limit in subsection 23.44.012.A. Planters on flat roofs shall not be located within 4 feet of more than 25 percent of the perimeter of the roof. For any structure with a green roof and having a minimum rooftop coverage of 50 percent, up to 24 inches of additional height above the height limit is allowed to accommodate structural requirements, roofing membranes, and soil. Chimneys may extend 4 feet above the ridge of a pitched roof or above a flat roof.

1 3. Projections that accommodate windows and result in additional interior space,
2 including dormers, clerestories, skylights, and greenhouses, may extend no higher than the ridge
3 of a pitched roof permitted pursuant to subsection 23.44.012.B, or 4 feet above the applicable
4 height limit pursuant to subsection 23.44.012.A, whichever is higher, if all of the following
5 conditions are satisfied (Exhibit D for 23.44.012):

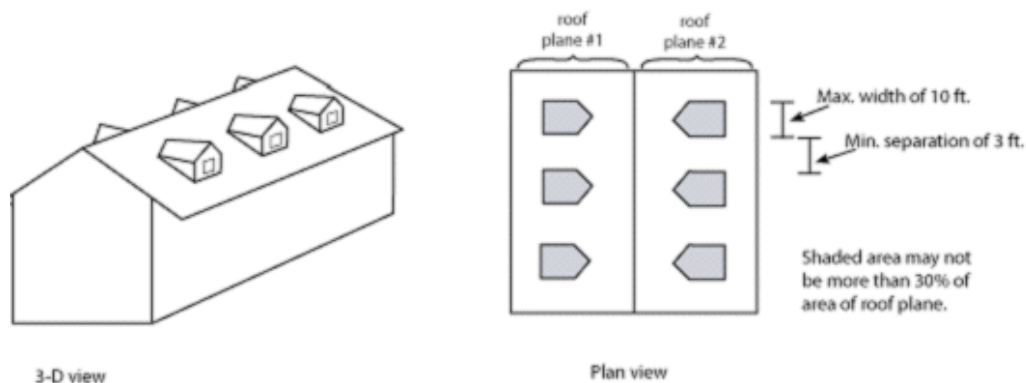
6 a. The total area of these projections is limited to 30 percent of the area of
7 each roof plane measured from the plan view perspective;

8 b. On pitched roofs, projections are limited to 10 feet in width with a
9 minimum separation of 3 feet from other projections; and

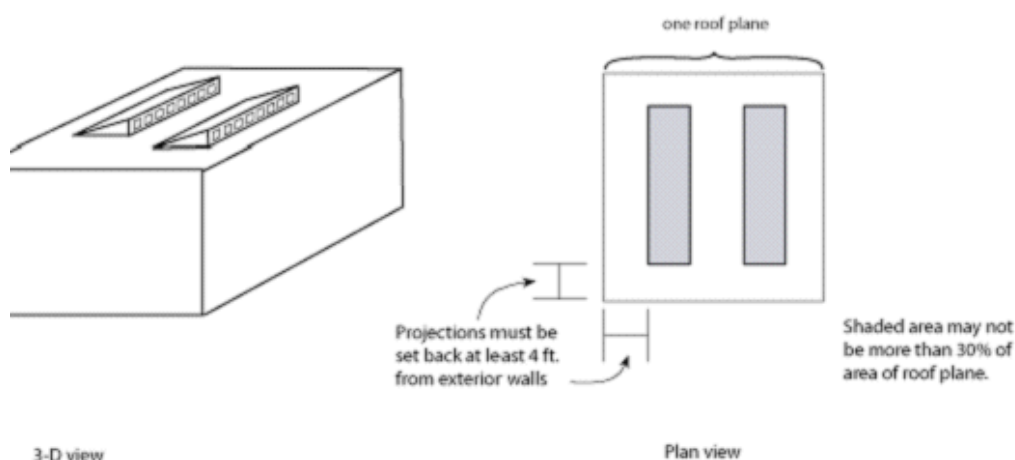
10 c. On flat roofs, projections are set back at least 4 feet from exterior walls.

Exhibit D for 23.44.012
Roof Projections

Pitched Roof



Flat Roof



4. Solar ~~((Collectors))~~ collectors. For height exceptions for solar collectors, not including solar greenhouses, see Section 23.44.046.

5. For nonresidential principal uses, the following rooftop features may extend up to 10 feet above the maximum height limit, as long as the combined total coverage of all features listed in this subsection 23.44.012.C.5 does not exceed 15 percent of the roof area or 20 percent of the roof area if the total includes screened or enclosed mechanical equipment:

a. Stair and elevator penthouses; ~~((and))~~

b. Mechanical equipment~~((:))~~ ; or

c. Wind-driven power generators.

6. Wind-driven power generators. Devices for generating wind power may be located on structures as a rooftop feature and may extend up to 10 feet above the maximum height limit set in subsections 23.44.012.A and 23.44.012.B, provided that the combined total coverage of all features does not exceed 15 percent of the roof area.

7. For height limits and exceptions for communication utilities and accessory communication devices, see Section 23.57.010.

Section 2. Section 23.44.046 of the Seattle Municipal Code, last amended by Ordinance 113401, is amended as follows:

23.44.046 Solar collectors~~((:))~~

A. Solar collectors are permitted outright as an accessory use to any principal use permitted outright or to a permitted conditional use subject to the following development standards:

1. Solar collectors, including solar greenhouses ~~((which meet minimum standards and maximum size limits as determined by the Director))~~ , shall not be counted in lot coverage.

2. Solar collectors except solar greenhouses attached to principal use structures may exceed the height limits of single-family zones by ~~((four-(4)))~~ 4 feet or extend ~~((four-(4)))~~ 4 feet above the ridge of a pitched roof. However, the total height from existing grade to the top of the solar collector may not extend more than ~~((nine-(9)))~~ 9 feet above the height limit established for the zone (see Exhibit 23.44.046 A). A solar collector ~~((which))~~ that exceeds the height limit for single-family zones shall be placed so as not to shade an existing solar collector or property

to the north on January 21~~((st))~~, at noon, any more than would a structure built to the maximum permitted height and bulk.

3. Solar collectors and solar greenhouses (~~((meeting minimum written energy conservation standards administered by the Director))~~) may be located in required yards according to the following conditions:

a. In a side yard, no closer than (~~((three (3)))~~) 3 feet from the side property line; or

b. In a rear yard, no closer than (~~((fifteen (15)))~~) 15 feet from the rear property line unless there is a dedicated alley, in which case the solar collector shall be no closer than (~~((fifteen (15)))~~) 15 feet from the centerline of the alley; or

c. In a front yard, solar greenhouses which are integrated with the principal structure and have a maximum height of (~~((twelve (12)))~~) 12 feet may extend up to (~~((six (6)))~~) 6 feet into the front yard. In no case shall the greenhouse be located closer than (~~((five (5)))~~) 5 feet from the front property line.

B. Nonconforming (~~((Solar Collectors))~~) solar collectors. The Director may permit the installation of solar collectors which cause an existing structure to become nonconforming, or which increase an existing nonconformity, as a special exception pursuant to Chapter 23.76(~~((; Procedures for Master Use Permits and Council Land Use Decisions))~~). Such installation may be permitted even if it exceeds the height limit established in (~~((Section 23.44.046 A2))~~) subsection 23.44.046.A.2, so long as total structure height including solar collectors does not exceed (~~((thirty nine (39)))~~) 39 feet above existing grade and the following conditions are met:

1. There is no feasible alternative to placing the collector(s) on the roof;

2. Such collector(s) are located so as to minimize view blockage for surrounding properties and shading of property to the north, while still providing adequate solar access for the collectors;

3. Such collector(s) meet minimum written energy conservation standards administered by the Director; and

4. The collector(s) add no more than ~~((seven (7)))~~ 7 feet of height to the existing structure. To minimize view blockage or shadow impacts, the Director shall have the authority to limit a nonconforming solar collector to less than ~~((seven (7)))~~ 7 additional feet of height.

Section 3. Section 23.45.514 of the Seattle Municipal Code, last amended by Ordinance 125791, is amended as follows:

23.45.514 Structure height

* * *

I. Rooftop features

1. Flagpoles and religious symbols for religious institutions that are located on a roof are exempt from height controls, except as regulated in Chapter 23.64, provided they are no closer to any lot line than 50 percent of their height above the roof portion where attached.

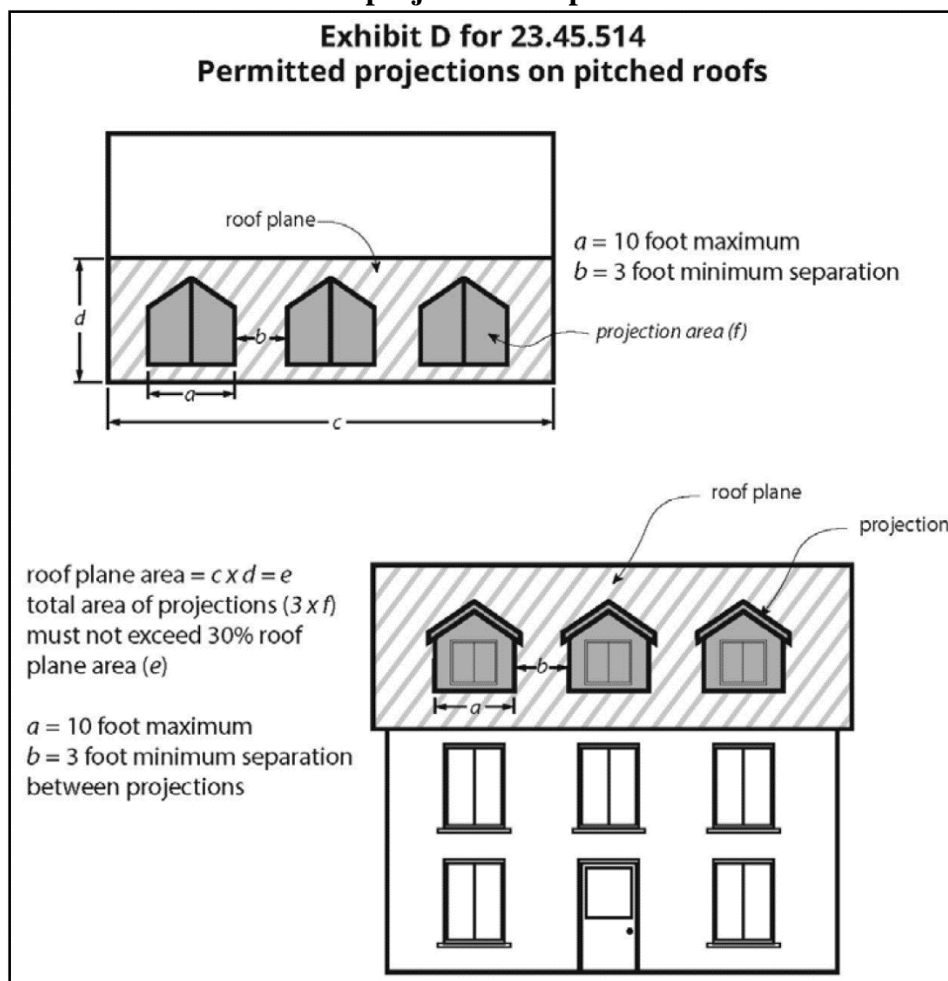
2. Open railings, planters, greenhouses not dedicated to food production, parapets, and firewalls on the roofs of principal structures may extend 4 feet above the maximum height limit set in subsections 23.45.514.A, 23.45.514.B, and 23.45.514.F.

3. Architectural projections that result in additional interior space, such as dormers, skylights, and clerestories, are subject to the following limits:

a. On pitched roofs, these projections may extend to the height of the ridge of a pitched roof that is allowed pursuant to subsection 23.45.514.D, if the following conditions are met:

- 1) The total area of the projections is no more than 30 percent of the area of each roof plane measured from the plan view perspective;
- 2) Each projection is limited to 10 feet in width; and
- 3) Each projection is separated by at least 3 feet from any other projection (see Exhibit D for 23.45.514).

Exhibit D for 23.45.514
Permitted projections on pitched roofs



1 b. On flat roofs, ~~((the))~~ these projections may extend 4 feet above the
2 maximum height limit allowed by subsections 23.45.514.A, 23.45.514.B, and 23.45.514.F if the
3 following requirements are met:

4 1) The total area of the projections is no more than 30 percent of
5 the area of the roof plane; and

6 2) The projections are set back at least 4 feet from any street facing
7 facade.

8 4. In LR zones, the following rooftop features may extend up to 10 feet above the
9 height limit set in subsections 23.45.514.A and 23.45.514.F, if the combined total coverage of all
10 features listed in this subsection~~((s)) 23.45.514.I.4 ((J.4.a through 23.45.514.J.4.f))~~ does not
11 exceed ~~((15))~~ 25 percent of the roof area (or ~~((20))~~ 30 percent of the roof area if the total includes
12 screened or enclosed mechanical equipment):

13 a. Stair penthouses, except as provided in subsection 23.45.514.I.6;

14 b. Mechanical equipment;

15 c. Play equipment and open-mesh fencing that encloses it, if the fencing is
16 at least 5 feet from the roof edge;

17 d. Chimneys;

18 e. Wind-driven power generators; ~~((and))~~

19 f. Sun and wind screens, and similar weather protection features such as
20 eaves or canopies extending from rooftop features;

21 g. Greenhouses and solariums;

22 h. Covered or enclosed common recreation areas; and

1 ~~((f.))~~ i. Minor communication utilities and accessory communication
2 devices, except that height is regulated according to the provisions of Section 23.57.011.

3 5. In MR and HR zones, the following rooftop features may extend up to 15 feet
4 above the applicable height limit set in subsection 23.45.514.B, if the combined total coverage of
5 all features listed in subsections 23.45.514.I.5 and 23.45.514.I.6 does not exceed ~~((20))~~ 30
6 percent of the roof area, or ~~((25))~~ does not exceed 35 percent of the roof area if the total includes
7 screened or enclosed mechanical equipment, or does not exceed 60 percent coverage of the roof
8 area if the total includes a greenhouse:

- 9 a. Stair penthouses, except as provided in subsection 23.45.514.I.6;
- 10 b. Mechanical equipment;
- 11 c. Play equipment and open-mesh fencing that encloses it, if the fencing is
12 at least 5 feet from the roof edge;
- 13 d. Chimneys;
- 14 e. Sun and wind screens, and similar weather protection features such as
15 eaves or canopies extending from rooftop features;
- 16 f. ~~((Penthouse pavilions for the common use of residents))~~ Covered or
17 enclosed common recreation areas;
- 18 g. Greenhouses and solariums~~((, in each case that meet minimum energy~~
19 ~~standards administered by the Director))~~;
- 20 h. Wind-driven power generators; and
- 21 i. Minor communication utilities and accessory communication devices,
22 except that height is regulated according to the provisions of Section 23.57.011.

6. Subject to the roof coverage limits in subsections 23.45.514.I.4, ~~((and))~~
23.45.514.I.5, and 23.45.514.I.7 if applicable, elevator penthouses may extend above the
applicable height limit up to 16 feet. Stair penthouses may be the same height as an elevator
penthouse if the elevator and stairs are co-located within a common penthouse structure.

7. At the applicant's option, for structures exceeding 120 feet in HR zones, the
combined total rooftop coverage limit of all features listed in subsections 23.45.514.I.5 and
23.45.514.I.6 is 75 percent, provided that all of the following are satisfied:

- a. All mechanical equipment is screened or enclosed; and
- b. No rooftop features are located closer than 10 feet to the roof edge,
except features that do not exceed the height of the parapet or 5 feet above the roof surface,
whichever is greater, or which may be permitted by design review departure or other code
provisions including but not limited to Chapter 23.57.

~~((7.))~~ 8. For height exceptions for solar collectors, see Section 23.45.545.

~~((8.))~~ 9. In order to protect solar access for property to the north, the applicant
shall either locate the rooftop features listed in this subsection (~~((23.45.514.I.8))~~) 23.45.514.I.9 at
least 15 feet from the north lot line, or provide shadow diagrams to demonstrate that the
proposed location of such rooftop features would shade property to the north on January 21 at
noon no more than would a structure built to maximum permitted bulk:

- a. Solar collectors;
- b. Planters;
- c. Clerestories;
- d. Greenhouses and solariums (~~((that meet minimum energy standards
administered by the Director))~~);

e. Minor communication utilities and accessory communication devices, permitted according to the provisions of Section 23.57.011;

f. Play equipment;

g. Sun and wind screens, and similar weather protection features such as eaves or canopies extending from rooftop features;

h. ~~((Penthouse pavilions for the common use of residents))~~ Covered or enclosed common recreation areas.

~~((9.))~~ 10. For height limits and exceptions for communication utilities and devices, see Section 23.57.011.

~~((10. Greenhouses that are dedicated to food production are permitted to extend 15 feet above the applicable height limit, as long as the combined total coverage of all features gaining additional height listed in this subsection 23.45.514.I does not exceed 50 percent of the roof area, and the greenhouse meets the requirements of subsection 23.45.514.I.8.))~~

Section 4. Subsection 23.45.545.C of the Seattle Municipal Code, which section was last amended by Ordinance 126157, is amended as follows:

23.45.545 Standards for certain accessory uses

* * *

C. Solar collectors

1. Solar collectors ~~((that meet minimum written energy conservation standards administered by the Director))~~ are permitted in required setbacks, subject to the following:

a. Detached solar collectors are permitted in required rear setbacks, no closer than 5 feet to any other principal or accessory structure.

b. Detached solar collectors are permitted in required side setbacks, no closer than 5 feet to any other principal or accessory structure, and no closer than 3 feet to the side lot line.

2. Sunshades that provide shade for solar collectors that meet minimum written energy conservation standards administered by the Director may project into southern front or rear setbacks. Those that begin at 8 feet or more above finished grade may be no closer than 3 feet from the lot line. Sunshades that are between finished grade and 8 feet above finished grade may be no closer than 5 feet to the lot line.

3. Solar collectors on roofs. Solar collectors that are located on a roof are permitted as follows:

a. In LR zones up to 4 feet above the maximum height limit or 4 feet above the height of stair or elevator penthouse(s), whichever is higher; and

b. In MR and HR zones up to 10 feet above the maximum height limit or 10 feet above the height of stair or elevator penthouse(s), whichever is higher.

c. If the solar collectors would cause an existing structure to become nonconforming, or increase an existing nonconformity, the Director may permit the solar collectors as a special exception pursuant to Chapter 23.76. Solar collectors may be permitted under this subsection 23.45.545.C.3.c even if the structure exceeds the height limits established in this subsection 23.45.545.C.3, if the following conditions are met:

1) There is no feasible alternative solution to placing the collector(s) on the roof; and

2) The collector(s) are located so as to minimize view blockage from surrounding properties and the shading of property to the north, while still providing adequate solar access for the solar collectors.

* * *

Section 5. Section 23.47A.012 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

23.47A.012 Structure height

* * *

C. Rooftop features

1. Smokestacks, chimneys, flagpoles, and religious symbols for religious institutions are exempt from height controls, except as regulated in Chapter 23.64, provided they are a minimum of 10 feet from any side or rear lot line.

2. Open railings, planters, skylights, clerestories, greenhouses, solariums, parapets, and firewalls may extend as high as the highest ridge of a pitched roof permitted by subsection 23.47A.012.B or up to 4 feet above the otherwise applicable height limit, whichever is higher. Insulation material or soil for landscaping located above the structural roof surface may exceed the maximum height limit by up to 2 feet if enclosed by parapets or walls that comply with this subsection 23.47A.012.C.2. Rooftop decks and other similar features may exceed the maximum height limit by up to two feet, and open railings or parapets required by the Building Code around the perimeter of rooftop decks or other similar features may exceed the maximum height limit by the minimum necessary to meet Building Code requirements.

3. Solar collectors

1 a. In zones with mapped height limits of 30 or 40 feet, solar collectors may
2 extend up to 4 feet above the otherwise applicable height limit, with unlimited rooftop coverage.

3 b. In zones with height limits of ~~((65 feet or more))~~ greater than 40 feet,
4 solar collectors may extend up to 7 feet above the otherwise applicable height limit, with
5 unlimited rooftop coverage.

6 4. Except as provided below, the following rooftop features may extend up to 15
7 feet above the applicable height limit~~((, as long as))~~ if the combined total coverage of all features
8 gaining additional height listed in this subsection 23.47A.012.C.4~~((, including weather protection~~
9 ~~such as eaves or canopies extending from rooftop features,))~~ does not exceed ~~((20))~~ 30 percent of
10 the roof area, or ~~((25))~~ the combined total coverage does not exceed 35 percent of the roof area if
11 the total includes stair or elevator penthouses or screened or enclosed mechanical equipment, or
12 does not exceed 60 percent coverage of the roof area if the total includes a greenhouse:

13 a. Solar collectors that exceed heights allowed by subsection
14 23.47A.012.C.3;

15 b. Mechanical equipment;

16 c. Play equipment and open-mesh fencing that encloses it, as long as the
17 fencing is at least ~~((15))~~ 10 feet from the roof edge;

18 d. Chimneys;

19 e. Sun and wind screens, and similar weather protection features such as
20 eaves or canopies extending from rooftop features;

21 f. Covered or enclosed common recreation areas;

22 g. Greenhouses and solariums;

23 ~~((d.))~~ h. Wind-driven power generators;

1 ~~((e-))~~ i. Minor communication utilities and accessory communication
2 devices, except that height is regulated according to the provisions of Section 23.57.012; and

3 ~~((f-))~~ j. Stair and elevator penthouses, which may extend above the
4 applicable height limit by up to 16 feet.

5 ~~((5. Greenhouses that are dedicated to food production are permitted to extend 15
6 feet above the applicable height limit if the combined total coverage of all features gaining
7 additional height listed in this subsection 23.47A.012.C does not exceed 50 percent of the roof
8 area, and the greenhouse adheres to the setback requirements in subsection 23.47A.012.C.6.))~~

9 5. At the applicant's option, for buildings exceeding 120 feet, the combined total
10 rooftop coverage limit of all features listed in subsections 23.47A.012.C.4 is 75 percent,
11 provided that all of the following are satisfied:

12 a. All mechanical equipment is screened or enclosed; and
13 b. No rooftop features are located closer than 10 feet to the roof edge,
14 except features that do not exceed the height of the parapet or 5 feet above the roof surface,
15 whichever is greater, or which may be permitted by design review departure or other code
16 provisions including but not limited to Chapter 23.57.

17 6. The rooftop features listed in this subsection 23.47A.012.C.6 shall be located at
18 least 10 feet from the north lot line unless a shadow diagram is provided that demonstrates that
19 locating such features within 10 feet of the north lot line would not shade property to the north
20 on January 21 at noon more than would a structure built to maximum permitted height and FAR:

21 a. Solar collectors;

22 b. Planters;

23 c. Clerestories;

d. Greenhouses and solariums;

e. Minor communication utilities and accessory communication devices,
permitted pursuant to the provisions of Section 23.57.012;

f. Sun and wind screens, and similar weather protection features such as
eaves or canopies extending from rooftop features;

g. Covered or enclosed common recreation areas;

~~((f.))~~ h. Non-firewall parapets; and

~~((g.))~~ i. Play equipment.

7. Structures existing prior to May 10, 1986~~((;))~~ may add new or replace existing
mechanical equipment up to 15 feet above the roof elevation of the structure and shall comply
with the noise standards of Section 23.47A.018.

8. For height limits and exceptions for communication utilities and accessory
communication devices, see Section 23.57.012.

* * *

Section 6. Section 23.47A.013 of the Seattle Municipal Code, last amended by Ordinance
126287, is amended as follows:

23.47A.013 Floor area ratio

* * *

B. The following gross floor area is not counted toward FAR:

1. All stories, or portions of stories, that are underground;
2. All portions of a story that extend no more than 4 feet above existing or
finished grade, whichever is lower, excluding access;

3. Gross floor area of a transit station, including all floor area open to the general public during normal hours of station operation but excluding retail or service establishments to which public access is limited to customers or clients, even where such establishments are primarily intended to serve transit riders;

4. On a lot containing a peat settlement-prone environmentally critical area, above-grade parking within or covered by a structure or portion of a structure, if the Director finds that locating a story of parking below grade is infeasible due to physical site conditions such as a high water table, if either:

a. The above-grade parking extends no more than 6 feet above existing or finished grade and no more than 3 feet above the highest existing or finished grade along the structure footprint, whichever is lower, as measured to the finished floor level or roof above, pursuant to subsection 23.47A.012.A.3; or

b. All of the following conditions are met:

1) No above-grade parking is exempted by subsection 23.47A.013.B.4.a;

2) The parking is accessory to a residential use on the lot;

3) Total parking on the lot does not exceed one space for each residential dwelling unit plus the number of spaces required for non-residential uses; and

4) The amount of gross floor area exempted by this subsection 23.47A.013.B.4.b does not exceed 25 percent of the area of the lot in zones with a height limit less than 65 feet, or 50 percent of the area of the lot in zones with a height limit 65 feet or greater; ~~((and))~~

5. Rooftop greenhouse areas meeting the standards of subsections

23.47A.012.C.4, 23.47A.012.C.5, and 23.47A.012.C.6;

6. Bicycle commuter shower facilities required by subsection 23.54.015.K.8;

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

8. All gross floor area in child care centers; and

9. In permanent supportive housing, all gross floor area for accessory human service uses.

* * *

Section 7. Section 23.48.025 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

23.48.025 Structure height

* * *

C. Rooftop features

1. Smokestacks, chimneys, flagpoles, and religious symbols for religious institutions are exempt from height controls, except as regulated in Chapter 23.64, (~~Airport Height Overlay District~~,)) provided they are a minimum of 10 feet from any side or rear lot line.

2. Open railings, planters, skylights, clerestories, greenhouses, parapets, and firewalls may extend up to 4 feet above the maximum height limit with unlimited rooftop coverage. Insulation material or soil for landscaping located above the structural roof surface

may exceed the maximum height limit if enclosed by parapets or walls that comply with this subsection 23.48.025.C.2.

3. Solar collectors may extend up to 7 feet above the maximum height limit, with unlimited rooftop coverage.

4. The following rooftop features may extend up to 15 feet above the ~~((maximum))~~ applicable height limit, ~~((so long as))~~ if the combined total coverage of all features listed in this subsection 23.48.025.C.4~~((, including weather protection such as eaves or canopies extending from rooftop features,))~~ does not exceed ~~((20))~~ 35 percent of the roof area, ~~((or 25 percent of the roof area if the total includes stair or elevator penthouses or screened mechanical equipment))~~ or does not exceed 60 percent coverage of the roof area if the total includes a greenhouse:

a. Solar collectors that exceed heights allowed by subsection 23.48.025.C.3;

b. Stair and elevator penthouses;

c. Mechanical equipment;

d. Atriums, greenhouses, and solariums;

e. Play equipment and open-mesh fencing that encloses it, as long as the fencing is at least 15 feet from the roof edge;

f. Minor communication utilities and accessory communication devices, except that height is regulated according to the provisions of Section 23.57.012; ~~((and))~~

g. Covered or enclosed common amenity area ~~((for structures exceeding a height of 125 feet.))~~ ;

h. Chimneys;

1 i. Sun and wind screens, and similar weather protection features such as
2 eaves or canopies extending from rooftop features; and

3 j. Wind-driven power generators.

4 5. For structures greater than 85 feet in height, elevator penthouses up to 25 feet
5 above the height limit are permitted. If the elevator provides access to a rooftop designed to
6 provide usable open space or common recreation area, elevator penthouses and mechanical
7 equipment up to 45 feet above the height limit are permitted, provided that all of the following
8 are satisfied:

9 a. The structure must be greater than 125 feet in height; and

10 b. The combined total coverage of all features gaining additional height
11 listed in ~~((this))~~ subsection 23.48.025.C.4 does not exceed limits listed in subsection
12 23.48.025.C.4, or the limit in subsection 23.48.025.C.6 if it applies.

13 ~~((6. Greenhouses that are dedicated to food production are permitted to extend 15~~
14 ~~feet above the applicable height limit, as long as the combined total coverage of all features~~
15 ~~gaining additional height listed in this subsection 23.48.025.C does not exceed 50 percent of the~~
16 ~~roof area.))~~

17 ~~((7.))~~ 6. At the applicant's option, the combined total coverage limit of all rooftop
18 features listed in subsections 23.48.025.C.4 and 23.48.025.C.5 ~~((may be increased to 65 percent~~
19 ~~of the roof area))~~ is 75 percent, provided that all of the following are satisfied:

20 a. All mechanical equipment is screened or enclosed; and

21 b. No rooftop features are located closer than 10 feet to the roof edge,
22 except features that do not exceed the height of the parapet or 5 feet above the roof surface.

whichever is greater, or which may be permitted by design review departure or other code provisions including but not limited to Chapter 23.57.

~~((8.))~~ 7. In order to protect solar access for property to the north, the applicant shall either locate the rooftop features listed in this subsection (~~((23.48.025.C.8))~~ 23.48.025.C.7 at least 10 feet from the north lot line, or provide shadow diagrams to demonstrate that the proposed location of such rooftop features would shade property to the north on January 21 at noon no more than would a structure built to maximum permitted bulk:

a. Solar collectors;

b. Planters;

c. Clerestories;

d. Atriums, greenhouses, and solariums;

e. Minor communication utilities and accessory communication devices

according to the provisions of Section 23.57.012;

f. Sun and wind screens, and similar weather protection features such as eaves or canopies extending from rooftop features;

~~((f.))~~ g. Nonfirewall parapets; ~~((and))~~

~~((g.))~~ h. Play equipment; ~~((:))~~ and

i. Covered or enclosed common amenity areas.

~~((9.))~~ 8. Screening. Rooftop mechanical equipment and elevator penthouses shall be screened with fencing, wall enclosures, or other structures.

~~((10.))~~ 9. For height limits and exceptions for communication utilities and accessory communication devices, see Section 23.57.012.

Section 8. Section 23.48.231 of the Seattle Municipal Code, last amended by Ordinance 125603, is amended as follows:

23.48.231 Modification of development standards in certain SM-SLU zones

A. In a SM-SLU 175/85-280 zone located in the South Lake Union Seaport Flight Corridor as shown on Map A for 23.48.225, the following apply:

1. The following modifications shall occur if the height limit according to subsection 23.48.225.E would prevent a development from being able to achieve the maximum height that would otherwise be allowed according to subsection 23.48.225.A:

a. The upper-level floor area limit according to subsection 23.48.245.A shall be increased from 50 percent to 55 percent, except that for lots less than 12,500 square feet the upper-level floor area limit according to subsection 23.48.245.A shall be increased from 50 percent to 67 percent;

b. The non-residential floor plate limits according to subsection 23.48.245.B.1.d shall be increased from 24,000 to 25,000 square feet;

c. The residential floor plate limits according to subsection 23.48.245.B.2.a shall be increased from 12,500 to 13,500 square feet; and

d. The residential floor plate limits according to subsection 23.48.245.B.2.b.1 shall be increased from 10,500 to 11,500 square feet.

2. The height above which a development is a tower according to Section 23.48.245 and the base height for purposes of calculating extra floor area shall be increased from 85 feet to 95 feet if:

a. Either:

1 1) The requirements of subsections 23.48.245.C through
2 23.48.245.G would not permit a tower on the site or would prevent a development from being
3 able to achieve the upper-level floor area limit and the floor plate limits as increased according to
4 subsection 23.48.231.A.1; or

5 2) The requirements of subsections 23.48.245.A through
6 23.48.245.G would prevent a development from being able to achieve an average tower floor
7 plate of at least 7,500 square feet for floors above the podium height; and

8 b. The height of the development does not exceed 95 feet, excluding
9 ~~((exempt))~~ all rooftop features described in subsection 23.48.025.C.

10 B. In a SM-SLU 175/85-280 zone located outside the South Lake Union Seaport Flight
11 Corridor as shown on Map A for 23.48.225 or in a SM-SLU 85-280 zone, the height above
12 which a development is a tower according to Section 23.48.245 and the base height for purposes
13 of calculating extra floor area shall be increased from 85 feet to 95 feet if:

14 1. The requirements of subsections 23.48.245.A through 23.48.245.G would not
15 permit a tower on the site or would prevent a development from being able to achieve an average
16 tower floor plate of at least 7,500 square feet for floors above the podium height; and

17 2. The height of the development does not exceed 95 feet, excluding ~~((exempt))~~
18 all rooftop features described in subsection 23.48.025.C; and

19 3. The development meets the upper-level setback requirements of Section
20 23.48.235.

21 C. In a SM-SLU 240/125-440 zone, the height above which a development is a tower
22 according to Section 23.48.245 and the base height for purposes of calculating extra floor area
23 shall be increased from 125 feet to 135 feet if:

1. The requirements of subsections 23.48.245.A through 23.48.245.G would not permit a tower on the site or would prevent a development from being able to achieve an average tower floor plate of at least 7,500 square feet for floors above the podium height;

2. The height of the development does not exceed 135 feet, excluding ~~((exempt))~~ all rooftop features described in subsection 23.48.025.C; and

3. The development meets the upper-level setback requirements of Section 23.48.235.

D. In a SM-SLU 100/65-145 zone, the height above which a development is a tower according to Section 23.48.245 and the base height for purposes of calculating extra floor area shall be increased from 65 feet to 75 feet if:

1. The requirements of subsections 23.48.245.A through 23.48.245.G would not permit a tower on the site or would prevent a development from being able to achieve an average tower floor plate of at least 7,500 square feet for floors above the podium height; and

2. The height of the development does not exceed 75 feet, excluding ~~((exempt))~~ all rooftop features described in subsection 23.48.025.C.

Section 9. Section 23.49.008 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

23.49.008 Structure height

* * *

D. Rooftop features

1. The following rooftop features are permitted with unlimited rooftop coverage ~~((and may not exceed the height limits as))~~ up to the maximum heights indicated below:

1 a. Open railings, planters, clerestories, skylights, play equipment, parapets,
2 and firewalls up to 4 feet above the applicable height limit;

3 b. Insulation material, rooftop decks and other similar features, or soil for
4 landscaping located above the structural roof surface, may exceed the maximum height limit by
5 up to ~~((two))~~ 2 feet if enclosed by parapets or walls that comply with subsection 23.49.008.D.1.a;

6 c. Solar collectors up to 7 feet above the applicable height limit; and

7 d. The rooftop features listed below shall be located a minimum of 10 feet
8 from all lot lines and may extend up to 50 feet above the roof of the structure on which they are
9 located or 50 feet above the applicable height limit, whichever is less, except as regulated by
10 Chapter 23.64(~~(, Airport Height Overlay District)~~):

11 1) Religious symbols for religious institutions;

12 2) Smokestacks; and

13 3) Flagpoles.

14 2. The following rooftop features are permitted up to the heights indicated below,
15 as long as the combined coverage of all rooftop features(~~(, whether or not)~~) listed in this
16 subsection 23.49.008.D.2, does not exceed ~~((55))~~ 75 percent of the roof area for structures that
17 are subject to maximum floor area limits per story pursuant to Section 23.49.058(~~(,)~~); or ~~((35))~~
18 50 percent of the roof area for other structures, unless a different limit is specified by other
19 provisions.

20 a. The following rooftop features are permitted to extend up to 15 feet
21 above the applicable height limit:

22 1) Solar collectors that exceed the height listed in subsection
23 23.49.008.D.1.c;

2) Stair penthouses;

3) Play equipment and open-mesh fencing, as long as the fencing is at least 15 feet from the roof edge;

4) Covered or enclosed common recreation areas or eating and drinking establishments;

5) Mechanical equipment;

6) Greenhouses and solariums; and

~~((6))~~ 7) Wind-driven power generators ~~((turbines))~~.

b. Elevator penthouses as follows:

1) In the PMM zone, up to 15 feet above the applicable height limit;

2) Except in the PMM zone, up to 23 feet above the applicable height limit for a penthouse designed for an elevator cab up to 8 feet high;

3) Except in the PMM zone, up to 25 feet above the applicable height limit for a penthouse designed for an elevator cab more than 8 feet high;

4) Except in the PMM zone, if the elevator provides access to a rooftop designed to provide usable open space, an additional 10 feet above the amount permitted in subsections 23.49.008.D.2.b.2 and 23.49.008.D.2.b.3 shall be permitted.

c. Minor communication utilities and accessory communication devices, regulated according to Section 23.57.013, shall be included within the maximum permitted rooftop coverage.

d. Greenhouses (~~((that are dedicated to food production))~~) are permitted to extend up to 15 feet above the applicable height limit, as long as the combined total coverage of all features gaining additional height listed does not exceed (~~((50))~~) 60 percent of the roof area.

e. Mechanical equipment, whether new or replacement, may be allowed up to 15 feet above the roof elevation of a structure existing prior to June 1, 1989.

3. Screening of rooftop features

a. Measures may be taken to screen rooftop features from public view through the design review process or, if located within the Pike Place Market Historical District, by the Pike Place Market Historical Commission.

b. Except in the PMM zone, the amount of roof area enclosed by rooftop screening may exceed the maximum percentage of the combined coverage of all rooftop features as provided in subsection 23.49.008.D.2.

c. Except in the PMM zone, in no circumstances shall the height of rooftop screening exceed ten percent of the applicable height limit, or 15 feet, whichever is greater. In the PMM zone, the height of the screening shall not exceed the height of the rooftop feature being screened, or such greater height necessary for effective screening as determined by the Pike Place Market Historical Commission.

4. Administrative conditional use for rooftop features. Except in the PMM zone, the rooftop features listed in subsection (~~((23.49.008.D.1.e))~~) 23.49.008.D.1.d may exceed a height of 50 feet above the roof of the structure on which they are located if authorized by the Director through an administrative conditional use(~~((;))~~) under Chapter 23.76. The request for additional height shall be evaluated on the basis of public benefits provided, the possible impacts of the additional height, consistency with the City's Comprehensive Plan, and the following criteria:

1 a. The feature shall be compatible with and not adversely affect the
2 downtown skyline.

3 b. The feature shall not have a substantial adverse effect upon the light,
4 air, solar, and visual access of properties within a 300 foot radius.

5 c. The feature, supporting structure, and structure below shall be
6 compatible in design elements such as bulk, profile, color, and materials.

7 d. The increased size is necessary for the successful physical function of
8 the feature, except for religious symbols.

9 5. Residential penthouses above height limit in a DRC zone

10 a. A residential penthouse exceeding the applicable height limit shall be
11 permitted in a DRC zone only on a mixed-use, City-designated Landmark structure for which a
12 certificate of approval by the Landmarks Preservation Board is required. A residential penthouse
13 allowed under this Section 23.49.008 may cover a maximum of 50 percent of the total roof
14 surface. Except as the Director may allow under subsection 23.49.008.D.5.b:

15 1) A residential penthouse allowed under this subsection
16 23.49.008.D.5 shall be set back a minimum of 15 feet from the street lot line.

17 2) A residential penthouse may extend up to 8 feet above the roof,
18 or 12 feet above the roof if set back a minimum of 30 feet from the street lot line.

19 b. If the Director determines, after a sight line review based upon adequate
20 information submitted by the applicant, that a penthouse will be invisible or minimally visible
21 from public streets and parks within 300 feet from the structure, the Director may allow one or
22 both of the following in a Type I decision:

1 1) An increase of the penthouse height limit under subsection
2 23.49.008.D.5.a by an amount up to the average height of the structure's street-facing parapet; or

3 2) A reduction in the required setback for a residential penthouse.

4 c. The Director's decision to modify development standards pursuant to
5 subsection 23.49.008.D.5.b shall be consistent with the certificate of approval from the
6 Landmarks Preservation Board.

7 d. A residential penthouse allowed under this subsection 23.49.008.D.5
8 shall not exceed the maximum structure height in the DRC zone under Section 23.49.008.

9 e. No rooftop features shall be permitted on a residential penthouse
10 allowed under this subsection 23.49.008.D.5.

11 6. For height limits and exceptions for communication utilities and accessory
12 communication devices, see Section 23.57.013.

13 * * *

14 Section 10. Subsection 23.49.046.E of the Seattle Municipal Code, which section was last
15 amended by Ordinance 125558, is amended as follows:

16 **23.49.046 Downtown Office Core 1 (DOC1), Downtown Office Core 2 (DOC2), and**
17 **Downtown Mixed Commercial (DMC) conditional uses and Council decisions**

18 * * *

19 E. Rooftop features listed in subsection ((~~23.49.008.D.1.e~~)) 23.49.008.D.1.d more than 50
20 feet above the roof of the structure on which they are located may be authorized by the Director
21 as an administrative conditional use pursuant to Chapter 23.76(~~(, Procedures for Master Use~~
22 ~~Permits and Council Land Use Decisions,))~~ according to the criteria of Section 23.49.008.

23 * * *

Section 11. Subsection 23.49.096.F of the Seattle Municipal Code, which section was last amended by Ordinance 125558, is amended as follows:

23.49.096 Downtown Retail Core, conditional uses and Council decisions

* * *

F. Rooftop features listed in subsection ((~~23.49.008.D.1.e~~)) 23.49.008.D.1.d more than 50 feet above the roof of the structure on which they are located may be authorized by the Director as an administrative conditional use pursuant to Chapter 23.76(~~(, Procedures for Master Use Permits and Council Land Use Decisions,))~~) according to the criteria of Section 23.49.008.

* * *

Section 12. Subsection 23.49.148.E of the Seattle Municipal Code, which section was last amended by Ordinance 125558, is amended as follows:

23.49.148 Downtown Mixed Residential, conditional uses and Council decisions

* * *

E. Rooftop features listed in subsection ((~~23.49.008.D.1.e~~)) 23.49.008.D.1.d more than 50 feet above the roof of the structure on which they are located may be authorized by the Director as an administrative conditional use pursuant to Chapter 23.76(~~(, Procedures for Master Use Permits and Council Land Use Decisions,))~~) according to the criteria of Section 23.49.008.

* * *

Section 13. Subsection 23.49.324.E of the Seattle Municipal Code, which section was last amended by Ordinance 125558, is amended as follows:

23.49.324 Downtown Harborfront 2, conditional uses

* * *

1 E. Rooftop features listed in subsection ((~~23.49.008.D.1.e~~)) 23.49.008.D.1.d more than 50
2 feet above the roof of the structure on which they are located may be authorized by the Director
3 as an administrative conditional use pursuant to Chapter 23.76((~~Procedures for Master Use~~
4 ~~Permits and Council Land Use Decisions~~)) according to the criteria of Section 23.49.008.

5 * * *

6 Section 14. Section 23.50.020 of the Seattle Municipal Code, last amended by Ordinance
7 125791, is amended as follows:

8 **23.50.020 Structure height exceptions and additional restrictions**

9 A. Rooftop features. Where a height limit applies to a structure, except as provided in
10 subsections 23.50.024.C.4, 23.50.024.D.4, 23.50.024.E.4, and 23.50.024.F.3, the provisions in
11 this subsection 23.50.020.A apply to rooftop features:

12 1. In all industrial zones, smokestacks, chimneys and flagpoles, and religious
13 symbols for religious institutions are exempt from height limits, except as regulated in Chapter
14 23.64, ((~~Airport Height Overlay District~~)) provided they are a minimum of 10 feet from any side
15 or rear lot line.

16 2. In all industrial zones, open railings, planters, skylights, clerestories,
17 greenhouses, solariums, parapets, and firewalls may extend 4 feet above the applicable height
18 limit with unlimited rooftop coverage. Insulation material, rooftop decks and other similar
19 features, or soil for landscaping located above the structural roof surface, may exceed the
20 maximum height limit by up to 2 feet if enclosed by parapets or walls that comply with this
21 subsection 23.50.020.A.2.

22 3. In all industrial zones, solar collectors may extend up to 7 feet above the
23 applicable height limit, with unlimited rooftop coverage.

4. Additional height is permitted for specified rooftop features according to this subsection 23.50.020.A.4.

a. The following rooftop features may extend up to 15 feet above the applicable height limit in all industrial zones, subject to subsection 23.50.020.A.4.c:

1) Solar collectors that exceed heights indicated by subsection 23.50.020.A.3;

2) Stair and elevator penthouses, except as provided in subsection 23.50.020.A.4.b;

3) Greenhouses and solariums;

4) Mechanical equipment; and

~~((4))~~ 5) Minor communication utilities and accessory communication devices, except that height is regulated according to Section 23.57.015.

b. In an IC 85-175 zone, elevator penthouses may extend up to 25 feet above the applicable height limit, subject to subsection 23.50.020.A.4.c.

c. The combined total coverage of all features listed in subsection ~~((s))~~ 23.50.020.A.4 ~~((a and 23.50.020.A.4.b))~~ is limited to ~~((20))~~ 35 percent of the roof area, or ~~((25))~~ 60 percent of the roof area if the total includes ~~((screened mechanical equipment))~~ greenhouses.

5. ~~((Greenhouses that are dedicated to food production are permitted to extend 15 feet above the applicable height limit if the combined total coverage of all features gaining additional height does not exceed 50 percent of the roof area.))~~ Greenhouses ~~((allowed under this subsection 23.50.020.A.5))~~ shall be located at least 10 feet from the north lot line unless a shadow diagram is provided that demonstrates that locating such features within 10 feet of the

north lot line would not shade property to the north on January 21 at noon more than would a structure built to maximum permitted height and FAR.

6. Within an IC 85-175 zone, solar collectors and wind-driven power generators may extend up to 15 feet above the applicable height limit, with unlimited rooftop coverage, and are not subject to a coverage limit under subsection 23.50.020.A.4.c.

B. Structures existing prior to October 8, 1987((;)) that exceed the height limit of the zone may add the rooftop features listed as conditioned in subsection 23.50.020.A. The existing roof elevation of the structure is considered the applicable height limit for the purpose of adding rooftop features.

Section 15. Section 23.66.140 of the Seattle Municipal Code, last amended by Ordinance 125272, is amended as follows:

23.66.140 Height

A. Maximum ((Height)) height. Maximum structure height is regulated by Section 23.49.178 ((Pioneer Square Mixed, structure height)).

B. Minimum ((Height)) height. No structure shall be erected or permanent addition added to an existing structure that would result in the height of the new structure of less than 50 feet, except as allowed in the PSM 85-120 zone under the provisions of Section 23.49.180 for the area shown on Map A for 23.49.180. Height of the structure is to be measured from mean street level fronting on the property to the mean roofline of the structure.

C. Rooftop features and additions to structures

1. The height limits established for the rooftop features described in this Section 23.66.140 may be increased by the average height of the existing street parapet or a historically substantiated reconstructed parapet on the building on which the rooftop feature is proposed.

2. For development in the PSM 85-120 zone in the area shown on Map A for 23.49.180 and subject to the provisions of Section 23.49.180, the height limits for rooftop features are provided in subsection 23.49.008.D. The standards contained in subsections 23.66.140.C.1 and 23.66.140.C.4 do not apply to rooftop features on development subject to the provisions of Section 23.49.180.

3. The setbacks required for rooftop features may be modified by the Department of Neighborhoods Director, after a sight line review by the Preservation Board to ensure that the features are minimally visible from public streets and parks within 300 feet of the structure.

4. Height limits for rooftop features

a. Religious symbols for religious institutions, smokestacks, and flagpoles may extend up to 50 feet above the roof of the structure or the maximum height limit, whichever is less, except as regulated in Chapter 23.64, provided that they are a minimum of 10 feet from all lot lines.

b. For existing structures, open railings, planters, clerestories, skylights, play equipment, parapets, and firewalls may extend up to 4 feet above the roof of the structure or the maximum height limit, whichever is less. For new structures, such features may extend up to 4 feet above the maximum height limit. No rooftop coverage limits apply to such features regardless of whether the structure is existing or new.

c. Solar collectors, excluding greenhouses, may extend up to 7 feet above the roof of the structure or the maximum height limit, whichever is less, with unlimited rooftop coverage, provided they are a minimum of 10 feet from all lot lines. For new structures, solar collectors may extend up to 7 feet above the maximum height limit, except as provided in subsection 23.66.140.C.4.j.1, and provided that they are a minimum of 10 feet from all lot lines.

d. The following rooftop features may extend up to 8 feet above the roof or maximum height limit, whichever is less, if they are set back a minimum of 15 feet from the street and 3 feet from an alley. They may extend up to 15 feet above the roof if set back a minimum of 30 feet from the street. A setback may not be required at common wall lines subject to review by the Preservation Board and approval by the Department of Neighborhoods Director. The combined coverage of the following listed rooftop features shall not exceed ~~((45))~~ 25 percent of the roof area:

- 1) ~~((solar))~~ Solar collectors, excluding greenhouses;
- 2) ~~((stair))~~ Stair and elevator penthouses;
- 3) ~~((mechanical))~~ Mechanical equipment;
- 4) ~~((minor))~~ Minor communication utilities and accessory communication devices, except that height is regulated according to the provisions of Section 23.57.014.

Additional combined coverage of ~~((these))~~ the rooftop features listed in subsection 23.66.140.C.4.d.1 through 23.66.140.C.4.d.4, not to exceed ~~((25))~~ 35 percent of the roof area, may be permitted subject to review by the Preservation Board and approval by the Department of Neighborhoods Director.

e. On structures existing prior to June 1, 1989, and on additions to such structures permitted according to subsection 23.66.140.C.4.i or otherwise, new or replacement mechanical equipment and stair and elevator penthouses may extend up to 8 feet above the elevation of the existing roof or addition, as applicable, when they are set back a minimum of 15 feet from the street and 3 feet from an alley; or may extend up to 12 feet above the elevation of the existing roof or addition, as applicable, if they are set back a minimum of 30 feet from the

street, subject to review by the Preservation Board and approval by the Department of
Neighborhoods Director. On structures where rooftop features are allowed under this subsection
23.66.140.C.4.e, the combined coverage of these rooftop features and any other features listed in
subsection 23.66.140.C.4.d shall not exceed the ~~((limit))~~ limits provided in subsection
23.66.140.C.4.d, ~~((as it may be increased pursuant to subsection 23.66.140.C.4.d))~~ or the limits
in subsection 23.66.140.C.4.k if they apply.

f. ~~((Residential and office penthouses))~~ Rooftop penthouses. The
following types of occupied rooftop penthouse uses are permitted as a rooftop feature of a new
building, or as a rooftop addition on an existing structure if it is at least 40 feet in height.
Measurement of height for purposes of this subsection 23.66.140.C.4.f may include the height of
already-permitted and already-built rooftop penthouses regulated by this subsection
23.66.140.C.4.f.

1) Residential penthouses may cover a maximum of 50 percent of
the total roof surface and may extend up to 8 feet above the roof if set back a minimum of 15 feet
from the street property line, or 12 feet above the roof if set back a minimum of 30 feet from the
street property line.

2) ~~((Office penthouses are permitted only if the footprint of the~~
~~existing structure is greater than 10,000 square feet and the structure is at least 60 feet in~~
~~height.))~~ When permitted, office penthouses ~~((shall be set back a minimum of 15 feet from all~~
~~property lines and))~~ may cover a maximum of 50 percent of the total roof surface, ~~((Office~~
~~penthouses))~~ may extend up to 12 feet above the roof of the structure, ~~((and))~~ shall be
functionally integrated into the existing structure, and shall be set back a minimum of 15 feet
from all property lines. Accessory mechanical equipment may be placed on roofs of these

1 penthouses if needed to support these uses. The height of this equipment is limited to the
2 minimum needed to serve its function, and its coverage is subject to the coverage limits in
3 subsection 23.66.140.C.4.d.

4 3) Penthouses for lodging uses. When permitted, penthouses for
5 lodging uses may cover a maximum of 50 percent of the total roof surface, may extend up to 12
6 feet above the roof of the structure, shall be functionally integrated into the existing structure,
7 and shall be set back a minimum of 15 feet from all property lines. Accessory mechanical
8 equipment may be placed on roofs of these penthouses if needed to support lodging uses. The
9 height of this equipment is limited to the minimum needed to serve its function, and its coverage
10 is subject to the coverage limits in subsection 23.66.140.C.4.d.

11 4) Penthouses for eating and drinking establishments. When
12 permitted, penthouses for these uses may cover a maximum of 50 percent of the total roof
13 surface, may extend up to 12 feet above the roof of the structure, shall be functionally integrated
14 into the existing structure, and shall be set back a minimum of 15 feet from all property lines.
15 Accessory mechanical equipment may be placed on roofs of these penthouses if needed to
16 support these uses. The height of this equipment is limited to the minimum needed to serve its
17 function, and its coverage is subject to the coverage limits in subsection 23.66.140.C.4.d.

18 ~~((3))~~ 5) The combined height of the structure and a ((residential
19 penthouse or office)) penthouse, if permitted, shall not exceed the maximum height limit for that
20 area of the District in which the structure is located.

21 6) View studies depicting views toward a proposed improvement,
22 including from distances up to 300 feet, are required for all rooftop penthouses. Increasing

1 setbacks, lowering roof heights, or other design adjustments may be required to ensure the
2 penthouse is minimally visible.

3 g. Screening of rooftop features. Measures may be taken to screen rooftop
4 features from public view subject to review by the Preservation Board and approval by the
5 Department of Neighborhoods Director. The amount of rooftop area enclosed by rooftop
6 screening may exceed the maximum percentage of the combined coverage of rooftop features
7 listed in subsection 23.66.140.C.4.d. In no circumstances shall the height of rooftop screening
8 exceed 15 feet above the maximum height limit or height of an addition permitted according to
9 subsection 23.66.140.C.4.i or otherwise, whichever is higher.

10 h. See Section 23.57.014 for regulation of communication utilities and
11 accessory devices.

12 i. For a structure that has existed since before June 10, 1985, and is
13 nonconforming as to structure height, an addition to the structure may extend to the height of the
14 roof of the existing structure if:

15 1) ~~((the))~~ The use of the addition above the limit on structure
16 height applicable under Section 23.49.178 is limited to residential use; and

17 2) ~~((the))~~ The addition occupies only all or a portion of the part of
18 a lot that is bounded by an alley on one side and is bounded on at least two sides by walls of the
19 existing structure that are not street-facing facades.

20 j. Enclosed rooftop recreational spaces for new structures

21 1) If included on new structures or structures built later than
22 January 19, 2008, enclosed rooftop recreational spaces and solar collectors may exceed the
23 maximum height limit by up to 15 feet. The applicant shall make a commitment that the

1 proposed development will meet the green building standard and shall demonstrate compliance
2 with that commitment, all in accordance with Chapter 23.58D, and meet a Green Factor
3 requirement of .30 or greater according to the provisions of Section 23.86.019. Each enclosed
4 rooftop recreational space shall include interpretive signage explaining the sustainable features
5 employed on or in the structure. Commercial, residential, or industrial uses shall not be
6 established within enclosed rooftop recreational spaces that are allowed to exceed the maximum
7 height limit under this subsection 23.66.140.C.4.j.

8 2) Elevator penthouses serving an enclosed rooftop recreational
9 space may exceed the maximum height limit by up to 20 feet.

10 3) Enclosed rooftop recreational spaces, mechanical equipment,
11 and elevator and stair penthouses shall not exceed ((35)) 45 percent coverage of the roof area.

12 4) Enclosed rooftop recreational spaces, mechanical equipment,
13 and elevator and stair penthouses on new structures shall be set back a minimum of 30 feet from
14 all streets and 3 feet from all alleys. Solar collectors shall be set back as provided in subsections
15 23.66.140.C.4.c and 23.66.140.C.4.d.

16 5) Owners of structures with enclosed rooftop recreational spaces
17 permitted pursuant to this subsection 23.66.140.C.4.j shall submit to the Director, the Pioneer
18 Square Preservation Board, and the Director of Neighborhoods a report documenting compliance
19 with the commitment and Green Factor requirements set forth in subsection 23.66.140.C.4.j.1.

20 k. Greenhouses are permitted if they meet height and setback provisions in
21 subsection 23.66.140.C.4.d and if the combined total coverage of greenhouses, solar collectors,
22 stair and elevator penthouses, and mechanical equipment does not exceed 35 percent of the roof
23 area. If the coverage includes greenhouses, a combined coverage of these rooftop features not to

1 exceed 45 percent of the roof area may be permitted subject to review by the Preservation Board
2 and approval by the Department of Neighborhoods Director.

3 D. New ((~~Structures~~)) structures. When new structures are proposed in the District, the
4 Preservation Board shall review the proposed height of the structure and make recommendations
5 to the Department of Neighborhoods Director who may require design changes to assure
6 reasonable protection of views from Kobe Terrace Park.

7 Section 16. Section 23.66.332 of the Seattle Municipal Code, last amended by Ordinance
8 125603, is amended as follows:

9 **23.66.332 Height and rooftop features**

10 A. Maximum structure height is as designated on the Official Land Use Map, Chapter
11 23.32, except as provided in this Section 23.66.332.

12 B. Rooftop features

13 1. The Special Review Board and the Director of Neighborhoods shall review
14 rooftop features to preserve views from Kobe Terrace Park.

15 2. Religious symbols for religious institutions, as well as smokestacks and
16 flagpoles, are exempt from height controls, except as regulated in Chapter 23.64, provided they
17 are at least 10 feet from all lot lines.

18 3. Open railings, planters, clerestories, skylights, play equipment, parapets and
19 firewalls may extend up to 4 feet above the maximum height limit and may have unlimited
20 rooftop coverage.

21 4. Solar collectors excluding greenhouses may extend up to 7 feet above the
22 maximum height limit and may have unlimited rooftop coverage.

5. The following rooftop features may extend up to 15 feet above the maximum height limit provided that the combined coverage of all features listed below does not exceed ~~((45))~~ 25 percent of the roof area:

- a. Solar collectors, excluding greenhouses;
- b. Mechanical equipment that is set back at least 15 feet from the roof edge, except as may be permitted by subsection 23.66.332.B.6.c;
- c. Minor communication utilities and accessory communication devices, except that height is regulated according to Section 23.57.014.

6. Stair and elevator penthouses and greenhouses may extend above the applicable height limit up to 15 feet provided that the combined rooftop coverage of ~~((stair and elevator penthouses))~~ these features and all features listed in subsection 23.66.332.B.5 does not exceed ~~((45))~~ 30 percent of the roof area. Greenhouses shall be set back at least 15 feet from a roof edge abutting a street.

a. Notwithstanding height provisions in Section 23.49.008.D.2.b, ~~((When))~~ when additional height is needed to accommodate ~~((energy-efficient))~~ elevators for a new structure in IDR or IDR/C zones with height limits of 125 feet or greater, elevator penthouses may extend above the height limit an amount needed to accommodate the elevator and its equipment penthouse ~~((the minimum amount necessary to accommodate energy-efficient elevators))~~ if permitted subject to review by the Special Review Board and approval by the Director of Neighborhoods ~~((, up to 25 feet above the applicable height limit. Energy-efficient elevators shall be defined by Director's Rule))~~. When additional height is allowed for an ~~((energy-efficient))~~ elevator, stair penthouses may be granted the same additional height if they are co-located with the elevator penthouse.

1 b. Except as may be permitted by other provisions in subsections
2 23.66.332.B.5 and 23.66.332.B.6 ((Additional)) additional combined coverage of ~~((these))~~ the
3 rooftop features listed in subsections 23.66.332.B.5 and 23.66.332.B.6, not to exceed ((25)) 35
4 percent of the roof area, may be permitted subject to review by the Special Review Board and
5 approval by the Director of Neighborhoods. If the rooftop coverage includes a greenhouse,
6 additional combined coverage of the rooftop features listed in subsections 23.66.332.B.5 and
7 23.66.332.B.6, not to exceed 45 percent of the roof area, may be permitted subject to review by
8 the Special Review Board and approval by the Director of Neighborhoods.

9 c. For new structures that exceed 125 feet in IDR or IDR/C zones,
10 exceedance of combined coverage limits for the rooftop features listed in subsections
11 23.66.332.B.5 and 23.66.332.B.6, and reduction in 15-foot setbacks of mechanical equipment
12 from the roof edge, may be permitted subject to review by the Special Review Board and
13 approval by the Director of Neighborhoods.

14 7. Structures existing prior to June 1, 1989 may add new or replace existing
15 mechanical equipment up to 15 feet above the existing roof elevation of the structure as long as it
16 is set back at least 15 feet from the roof edge subject to review by the Special Review Board and
17 approval by the Director of Neighborhoods.

18 8. Screening of rooftop features. Measures may be taken to screen rooftop
19 features from public view subject to review by the Special Review Board and approval by the
20 Director of Neighborhoods. The amount of roof area enclosed by rooftop screening may exceed
21 the maximum percentage of the combined coverage of rooftop features listed in subsection
22 23.66.332.B.5. In no circumstances shall the height of rooftop screening exceed 15 feet above
23 the maximum height limit.

9. For height exceptions for communication utilities and devices, see Section 23.57.014.

Section 17. Section 23.75.110 of the Seattle Municipal Code, enacted by Ordinance 123963, is amended as follows:

23.75.110 Rooftop features

A. Flagpoles and religious symbols for religious institutions are exempt from height controls, except as regulated in Chapter 23.64(~~(, Airport Height Overlay District)~~), provided they are no closer to any lot line than 50 percent of their height above the roof portion where attached.

B. Open railings, planters, skylights, clerestories, parapets, and firewalls may extend 4 feet above the applicable height limit set in Section 23.75.100.

C. Rooftop solar collectors may extend up to 10 feet above the applicable height limit set in Section 23.75.100.

D. The following rooftop features may extend above the applicable height limit set in Section 23.75.100 if none of those features extends more than 15 feet above the applicable height limit set in Section 23.75.100 and the combined total coverage of all those features that extend above the applicable height limit and any elevator penthouse does not exceed ~~((20))~~ 30 percent of the roof area, or ~~((25))~~ 35 percent of the roof area if the total includes screened or enclosed mechanical equipment:

1. Stair penthouses that are not also elevator penthouses;
2. Mechanical equipment;
3. Play equipment and open-mesh fencing that encloses it, if the fencing is at least 5 feet from the roof edge;
4. Chimneys;

5. Sun and wind screens, and similar weather protection features such as eaves or canopies extending from rooftop features;

6. Penthouse pavilions for the common use of residents;

7. Greenhouses and solariums;

8. Wind-driven power generators;

~~((7.))~~ 9. Covered or enclosed common amenity areas; ~~((and))~~ or

~~((8.))~~ 10. Minor communication utilities and accessory communication devices, except that height is regulated according to the provisions of Section 23.57.011.

E. Subject to the roof coverage limits in subsection 23.75.110.D, height exceptions for elevator penthouses are as follows:

1. Within the view corridor height restriction area depicted in Exhibit A for 23.75.100, an elevator penthouse may extend above the applicable height limit by up to 15 feet.

2. Outside the view corridor height restriction area depicted in Exhibit A for 23.75.100, an elevator penthouse may extend above the applicable height limit by up to 25 feet. If the elevator provides access to a highrise rooftop that includes residential amenity area or a green roof, the penthouse may extend above the applicable height limit by up to 35 feet.

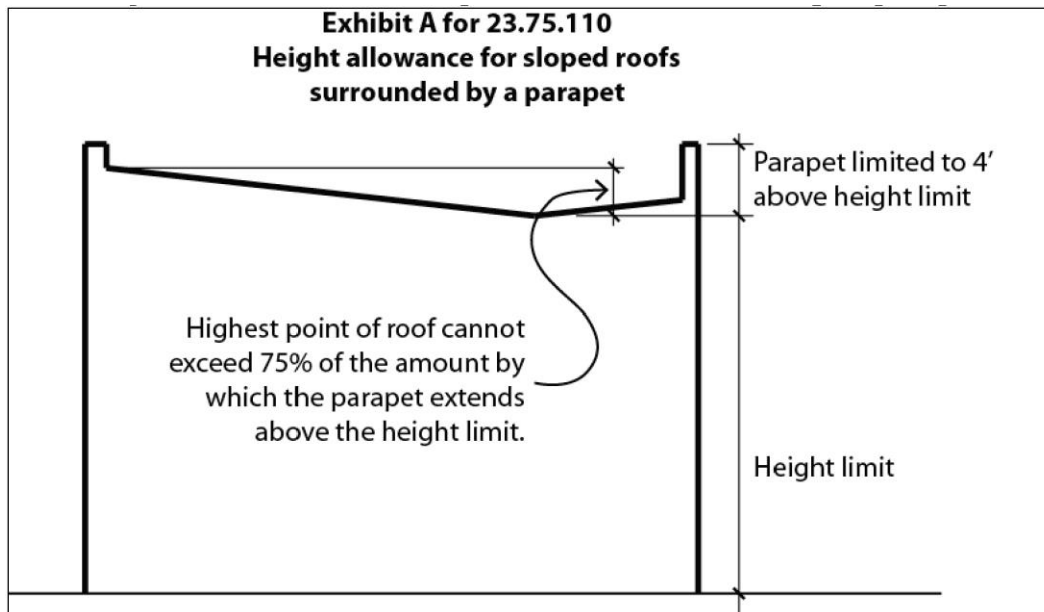
3. A stair penthouse may be the same height as an elevator penthouse if the elevator and the stairs are located within a common penthouse.

F. Greenhouses and solariums are permitted to extend 15 feet above the applicable height limit, if, together with all features gaining additional height through subsections 23.75.110.D and 23.75.110.E, they do not exceed ~~((50))~~ 60 percent of the roof area.

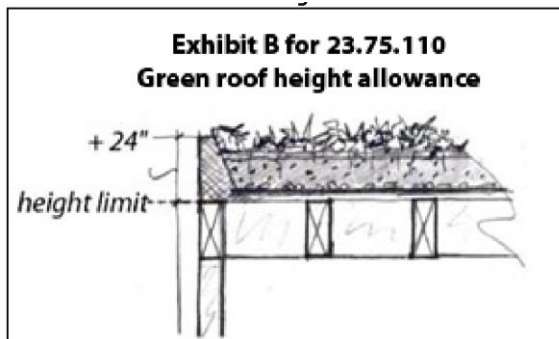
G. To protect solar access for property to the north, the applicant shall locate the rooftop features listed in this Section 23.75.110 that extend above the applicable height limit at least 10

feet from the northerly edge of the roof, except that stair and elevator penthouses may extend to the edge of the roof for a total length along the edge of not more than 30 feet.

H. Portions of a sloped roof that are completely surrounded by a parapet may exceed the applicable height limit to allow drainage, provided that the highest point of the roof does not exceed the applicable height limit in Section 23.75.100 by more than 75 percent of the amount by which the parapet extends above the height limit. See Exhibit A for 23.75.110.



I. For any structure with a green roof, up to 24 inches of additional height above the applicable height limit in Section 23.75.100 is allowed to accommodate the structural requirements, roofing membranes, and soil for that green roof. See Exhibit B for 23.75.110.



Section 18. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
SDCI	Gordon Clowers/206-679-8030	Christie Parker/206-684-5211

** 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; updating regulations for rooftop features; amending Sections 23.44.012, 23.44.046, 23.45.514, 23.45.545, 23.47A.012, 23.47A.013, 23.48.025, 23.48.231, 23.49.008, 23.49.046, 23.49.096, 23.49.148, 23.49.324, 23.50.020, 23.66.140, 23.66.332, and 23.75.110 of the Seattle Municipal Code.

Summary and Background of the Legislation: The legislation updates standards for rooftop features to better accommodate mechanical equipment (like heat pumps) needed in new buildings to meet new Energy Code requirements. This will aid in the design and permitting of new buildings in ways that will support the City's carbon neutrality goals.

The legislation will increase rooftop percent coverage allowances for new buildings in most of the City's zones, for rooftop equipment and enclosed areas between 4 and 15 feet above the roof. These kinds of features can legally extend above the height limit that is measured at the roof's surface elevation.

The legislation updates the Land Use Code to accommodate the amount of needed rooftop equipment to rely more on cleaner technologies and less on gas as an energy source. This means that greater quantities of features such as heat pumps may need to be placed on building rooftops than in past development. The legislation also helps accommodate options for other beneficial rooftop uses to be present, such as rooftop recreational amenities for building residents.

The legislation updates rooftop coverage and use allowances in the Pioneer Square and Chinatown/International District (CID) zones to give more flexibility and opportunity for greenhouse additions in both neighborhoods and defines new options for penthouse uses and recreational spaces on rooftops in Pioneer Square.

The legislation includes the following:

An increase in rooftop coverage limits for rooftop features ranging from 4 to 15 feet above rooftops. The allowed increase would be +10% of roof area above existing limits in most zones. No changes in maximum height limits of roof features are proposed. The changes will (see summary table in attached Exhibit A):

- Increase the percent coverage limit by 10%, from 25% to 35%, for buildings in Midrise, Highrise, Commercial, Neighborhood Commercial, and Yesler Terrace zones (and to 30% in Lowrise zones).

- Increase the percent rooftop coverage limit by 15%, from 20% to 35%, for buildings in Industrial and Seattle Mixed zones.
- Increase the percent rooftop coverage limit by 20%, from 55% to 75%, for residential tower buildings in Downtown zones taller than 120 feet. For most other Downtown buildings, the coverage limit is increased by 15%, from 35% to 50% coverage.
- Increase the percent coverage limit option by 10%, from 15% to 25% in the Pioneer Square and Chinatown/International District (CID) zones. With approval of the special review district board, rooftop coverage up to 35% would be possible.
- Maintain three existing varieties of coverage limits that vary by zone:
 - 1) **Percent-coverage limit**, as summarized above;
 - 2) **Higher allowance when a greenhouse is present**, up to 60% in most zones, and up to 45% in Chinatown/ID (newly added by this legislation) and Pioneer Square;
 - 3) **“Screening and roof edge setback” limit** with screening of mechanical equipment and features near roof edges no taller than 5 feet. This allows up to 75% rooftop coverage for buildings greater than 120 feet in Midrise, Highrise, Seattle Mixed, Commercial, Neighborhood Commercial and Yesler Terrace zones.
- Add lodging and eating and drinking establishments as new kinds of penthouse uses on rooftops in Pioneer Square zones. This could occur on buildings 40 feet or taller. Currently, the code identifies only residential and office types of rooftop penthouse uses for historic-contributing buildings. The legislation also allows enclosed recreation spaces to be retrofitted on roofs of non-historic buildings built since 2008.
- Increase consistency in the use of terms and in the list of what is counted toward rooftop coverage limits for most zones. This should increase clarity and usability of the rules.
 - Update and add terms such as “covered or enclosed common recreation areas” and “eaves and canopies.”
 - Clarify references to wind power, solar power equipment, and greenhouses.
 - Consistently list the features counted toward the coverage limit.
 - Correct and simplify text organization.
- Remove a permitting barrier for solar collectors by discontinuing a Director’s Rule with outdated minimum efficiency requirements that add costs and discourage solar collector installation in Lowrise and Neighborhood Residential (formerly Single Family) zones.

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.

Are there financial costs or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

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

No effects are identified. Rooftop features and the Energy Code are mostly of interest to SDCI in its reviews of new buildings.

b. Is a public hearing required for this legislation?

Yes. It would occur during the City Council's deliberations on the proposal. The proposal was discussed at a meeting of the Construction Codes Advisory Board (CCAB) on August 5, 2021, which was a public meeting. The committee expressed support for the proposal.

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

Yes. Notices will be published in the DJC and the City's Land Use Information Bulletin.

d. Does this legislation affect a piece of property?

The legislation affects numerous properties in many zones across the city, although most Neighborhood Residential zoned properties would not be affected. A portion of the legislation changes height and use allowances related to rooftops in the Pioneer Square Preservation District. This could positively affect properties in Pioneer Square, some of which are subject to pending permit reviews, by newly allowing uses such as eating and drinking establishments and lodging-related uses on rooftops in the Pioneer Square neighborhood. Other properties in this neighborhood could also benefit from these changes in the future, if future applicants seek to remodel, expand or change uses in existing buildings through renovations and rooftop additions.

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, this legislation would not adversely impact vulnerable or historically disadvantaged communities or perpetuate race and social justice inequities.

- The proposal would result in increases to rooftop coverage that are kept approximately the same or similar in terms of percentage increase in limits, and percent of rooftop coverage allowed, with a proportional but slightly lower amount of coverage in lower density zones such as Lowrise.
- Higher levels of rooftop coverages are allowed to continue and increase primarily in Downtown and the other densest zones that are mostly located in Urban Centers.
- No particular negative or disproportionate effects or inequities are identified for this proposal. The proposal affords similar positive adjustments in allowances across most zones in the city, which should not hinder any future development type such as affordable housing, for example.
- Similarly, the proposal is not likely to result in disproportionate effects like view blockage or increased density upon any given area that may have disadvantaged communities. The proposal does not increase the total height possible in future new buildings in any zone category.
- The proposal does not introduce new restrictive regulatory obligations. Rather it clarifies and tends to make the achievement of consistency with requirements easier and more flexible, and preserves building design options for rooftops. This would help avoid affecting new building outcomes in ways that could unfairly burden one type of building or potential user population of a new building.
- The code becomes more specific for the Chinatown/International District (and Pioneer Square) to indicate that greenhouses on rooftops are a possible use with a specific coverage limit that fits within the other code rules of these special review districts. This could positively influence future development by informing building designers and the community that such features are possible. Greenhouses on roofs could be an asset to individuals and communities living in these neighborhoods, for activities such as cultivating food crops and other plants as sustainable food sources, and recreational and community benefit. The current code has an allowance for greenhouses in a Downtown code section, but it is difficult for the code user to identify its relationship to these neighborhoods. Also, the proposal revises other language that is potentially restrictive of greenhouses (limiting them only for food production) for clarity and flexibility. The same benefits would accrue by related code changes in most other zones' regulations as well.

f. Climate Change Implications

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

The recently updated Seattle Energy Code, related to this proposal, would help reduce carbon emissions to the air by affecting fuel use and use of electricity in many future new buildings. For example, space heating and hot water heating for many residential uses would be less often achieved by natural gas use and more often by other methods, which

may include heat pump technologies. The legislation would help to ensure these technologies can be sufficiently designed and located in and on buildings within City code requirements. Other edits encourage more use of solar collectors in Neighborhood Residential and Multifamily zones by removing extra improvement requirements that are now outdated and can be deleted from the Land Use Code. Thus, it will help support actions and features in new buildings that will increase energy efficiency and decrease the amount of carbon emissions that would otherwise be released to the environment from future new development.

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 factors discussed above in f.1 also support resiliency, due to the clarifications of rooftop greenhouse use possibilities in several zones, including most of the zones that allow commercial, industrial, and mixed-use development with moderate to high densities. Also, revisions to phrasing would improve code clarity and eliminate unintentional restrictiveness on building new greenhouses, which supports the original intent of past sustainability legislation about greenhouses. Recent planning trends have emphasized the role that greenhouses in urban areas can play in supporting food production and aiding air quality.

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 proposal does not introduce a new program or initiative.

Summary Attachments:

Summary Exhibit A – Proposal Summary Table

Summary Exhibit A
Proposal Summary Table

Maximum rooftop coverage limit for features exceeding height limit more than 4 ft.	Proposed percent increase
Percent-rooftop-coverage limit option	
Up to 30% in LR	+10%
Up to 35% in MR, HR, C, NC, Yesler Terrace	+10%
Up to 35% in SM and Industrial	+15%
Up to 75% for Downtown residential towers,* and 50% for other Downtown buildings	+15-20%
Up to 25% for buildings in Pioneer Square and Chinatown/I.D. zones	+10%
Greenhouse limit option	
<i>For any building height category</i>	
Up to 60% in most zones, for buildings with a rooftop greenhouse present	+10%
Up to 45% in Pioneer Square and Chinatown/I.D. zones	Newly allowed
Screening and roof-edge setback limit option	
<i>For buildings exceeding 120 feet in height</i>	
Up to 75% in buildings with screened/enclosed mech. equipment, and with limits on rooftop features near roof edge, in SM, HR, C, NC, Yesler Terrace zones	+10%
<i>For buildings less than 120 feet in height</i>	
Up to 75% in buildings with screened/enclosed mech. equipment, and with limits on rooftop features near roof edge, in SM zones	+10%

* Downtown residential towers exceed 65-85 feet height, and usually approach the zoned maximum height limit.

Director's Report and Recommendation Rooftop Features Code Amendments

Summary of Proposal

The proposal would amend various provisions of the Land Use Code addressing rooftop features in most zones across the city. The proposal is intended to remove barriers to meeting new energy code requirements that will allow buildings to be more energy efficient and environmentally friendly. In addition, amendments are proposed to provisions in Pioneer Square and Chinatown/International District (CID) zones to give more flexibility and opportunity for: greenhouse additions in both neighborhoods; and new options for penthouse uses and recreational spaces on rooftops in Pioneer Square.

In most zones across the city, the proposal includes updates to three existing maximum rooftop coverage options from which an applicant may choose. They are expressed in terms of percent coverage of a rooftop's physical area. They address rooftop features typically within the range of greater than 4 feet and up to 15 feet in height, with certain features like mechanical penthouses above elevators allowed to reach higher heights.

- Option 1: The **percent-rooftop-coverage limit option** is the smallest area, baseline percent rooftop coverage limit that applies to nearly all locations, kinds, and sizes of buildings.
- Option 2: The **greenhouse limit option** is the percent rooftop coverage limit that applies to buildings in most zones (excluding Neighborhood Residential and Lowrise zones) if a greenhouse is present or proposed on a rooftop. This limit is set to cover all of the listed rooftop features that may be present, and is set higher than the percent-rooftop-coverage limit to ensure enough extra space within the limit for a greenhouse to be present.
- Option 3: The **screening and roof-edge setback limit option** allows an applicant the highest percent coverage of a rooftop as long as minimum design conditions are met. The approach consolidates tall rooftop features in places at least 10 feet away from roof edges, screening or enclosing mechanical equipment, and keeping rooftop features near roof edges at 5 feet in height or less.

The amendments include:

1. Increase rooftop coverage limits for buildings Downtown:

- In most Downtown zones, increase the **percent-rooftop-coverage limit option** by 20%, from 55% to 75% for residential towers subject to floor size limits. "Towers" are the portions of a building higher than 65 or 85 feet in height depending on zone, up to maximum limits for residential uses: 440 feet in Downtown Mixed zones, 550 feet in Downtown Office Core 2 (DOC2) zones, and unlimited height in DOC1 zones.
- Increase the **percent-rooftop-coverage limit option** by 15%, from 35% to 50%

maximum coverage for buildings in the Downtown Urban Center that are not residential towers with floor area limits; but not in Chinatown/International District, Pioneer Square or Pike Place Market zones. These include commercial towers (generally over 85 feet to an unlimited height in the DOC1 zone, for example) as well as other sizes of residential and non-residential buildings that are not towers (generally 10 - 85 feet in height).

- Increase the percent coverage limit option by 10%, from 15% to 25% in Pioneer Square and Chinatown/International District (CID) zones, which have more specific rooftop development standards. With approval of the special review district board, rooftop coverage up to 35% would be possible.

2. Increase rooftop coverage limits for buildings outside Downtown:

- Increase the **percent coverage limit option** by 10%, from 25% to 35% for buildings in Midrise, Highrise, Commercial, Neighborhood Commercial, and Yesler Terrace zones (and to 30% in Lowrise zones).
- Increase the **percent coverage limit option** by 15%, from 20% to 35% coverage for buildings in Industrial and Seattle Mixed zones.
- Increase the **screening and roof-edge setback limit option** by 10%, from 65% to 75% for buildings if mechanical equipment is screened or enclosed, and rooftop features within 10 feet of roof edges do not exceed parapet heights or 5 feet, whichever is higher. This would newly apply in Highrise, Commercial, and Neighborhood Commercial zones, and would modify an existing option in Seattle Mixed zones. For Seattle Mixed zones only, this option could be used on buildings of any size, while in other zones it could only be used for buildings greater than 120 feet in height.

3. For buildings with rooftop greenhouses, increase the rooftop coverage limit by 10%, from 50% to 60% in most zones except Lowrise, Pioneer Square and CID zones (proposed as 45% in the latter two zone types).

- This **greenhouse limit option** applies if a rooftop greenhouse would be present. It is set at a higher limit than the percent-coverage-limit option to allow enough space for the greenhouse and all other rooftop features. This incentivizes greenhouses because they are features promoting environmental sustainability and resilience through plant cultivation and food production.

4. Add the ability to have lodging uses and eating and drinking establishments as penthouse uses on rooftops in Pioneer Square zones, and revise a minimum building height requirement for all kinds of penthouses on existing buildings to 40 feet:

- Add these uses to the current list of penthouse uses that currently includes office and residential uses.
- Allow all of these kinds of penthouse uses to be added to existing buildings 40 feet or greater in height. This revises an existing minimum 60-foot height and deletes a minimum 10,000 square foot building footprint requirement for office penthouses.

5. Add the ability to put enclosed recreational facility spaces on certain newer buildings in Pioneer Square zones:

- Extend a code allowance for these recreational spaces that are conditionally allowed on new structures to be added to existing structures built after January 19, 2008.
- Allow these rooftop spaces to extend up to 15 feet above the height limit (20 feet for elevator equipment).
- Eligible newer buildings would be required to meet standards for these spaces, including the green building standards, Green Factor vegetation standard, and 30-foot setbacks of these spaces from streets.

The proposal's percent increases in maximum rooftop coverage limits are summarized as:

Maximum rooftop coverage limit for features exceeding height limit more than 4 ft.	Proposed percent increase
Percent-rooftop-coverage limit option	
Up to 30% in LR	+10%
Up to 35% in MR, HR, C, NC, Yesler Terrace	+10%
Up to 35% in SM and Industrial	+15%
Up to 75% for Downtown residential towers,* and 50% for other Downtown buildings	+15-20%
Up to 25% for buildings in Pioneer Square and Chinatown/I.D. zones**	+10%
Greenhouse limit option	
<i>For any building height category</i> Up to 60% in most zones, for buildings with a rooftop greenhouse present	+10%
Up to 45% in Pioneer Square and Chinatown/I.D. zones	Newly allowed
Screening and roof-edge setback limit option	
<i>For buildings exceeding 120 feet in height</i> Up to 75% in buildings with screened/enclosed mech. equipment, and with limits on rooftop features near roof edge, in SM, HR, C, NC, Yesler Terrace zones	+10%
<i>For buildings less than 120 feet in height</i> Up to 75% in buildings with screened/enclosed mech. equipment, and with limits on rooftop features near roof edge, in SM zones	+10%

* Downtown residential towers exceed 65-85 feet height, and usually approach the zoned maximum height limit.

** An added +10%, up to 35% coverage, can be approved by the special review district boards.

6. Increase consistency in the use of terms and in the list of what is counted toward rooftop coverage limits for most zones:

- Update and add terms such as “covered or enclosed common recreation areas” and “eaves and canopies.”
- Make grammatical edits to consistently list what is counted toward rooftop coverage limits and simplify the text.
- Consolidate references to greenhouses and solariums.

- Correct typographical errors and outdated references.

7. Streamline Land Use Code to remove permitting barriers for solar collectors:

- Simplify the code text addressing solar power features, which will reduce code barriers to installing solar collectors, thus aiding in reducing carbon emissions. For example, removing references to extra energy efficiency minimum requirements in an outdated Director's Rule will make installing solar collectors easier in the Lowrise and Neighborhood Residential (formerly Single Family) zones.

The Design Review process will continue to be required for all buildings that would make use of the proposal's rooftop coverage limits, except in the applicable Special Review Districts, where the proposals will go to the applicable Special Review Board. Design Review is a part of the permit-review process that uses volunteer review boards and design guidelines to help address the quality of varied design elements in a building development. This will continue to be used to help relate the design of tops of buildings to the overall building form, and will address how such buildings should be designed to fit within their immediate setting.

The proposal maintains the current provisions on telecommunications, elevator/stair penthouse height allowances, retaining solar access for adjacent buildings, and roof setback rules for Chinatown/International District, Pioneer Square, and Pike Place Market.

Background and Purpose

Rooftop features codes primarily relate to height limits and taller features

Seattle's Land Use Code measures height limits for the main physical bulk of a building from ground level to roof level. Because other rooftop features serving a building, like the penthouse above an elevator, skylights, and mechanical equipment must sit on top of a roof, the Land Use Code allows them to be located above the height limit. The code sets the terms for how high those rooftop features can be and what percentage of a rooftop they can cover. These terms have evolved over many years to recognize that certain features need to be taller, sometimes up to 15 feet above the height limit or more, to work properly. The intent is to allow those necessary rooftop features to be present but avoid having them appear to add significant bulk to a building.

The Land Use Code allows the presence of a diverse range of uses on rooftops. For residential uses, recreational amenity features like decks and entertainment rooms may be provided. It also allows features such as solar power systems, antennas, and greenhouses, to name a few.

The proposal's relationship to recent Energy Code adoption

The proposed amendments to rooftop features regulations are prompted by the recent adoption of the 2018 Energy Code, which went into effect March 1, 2021, except provisions related to advanced water heating requirements that are in effect as of January 1, 2022. Going forward, the Energy Code will require the design of new buildings to meet minimum performance levels that better support City environmental sustainability policies. This includes encouraging or requiring the substitution of different technologies or equipment for heating, ventilation, and other purposes such as water heating.

This will affect what mechanical equipment is needed, how much equipment, and where equipment may be located. It will lead to a greater need for mechanical equipment on rooftops in future new buildings than would have occurred under prior codes. These implications are greater for tall buildings (typically those greater than 120 feet in height), which need more or larger equipment to serve the floor area, while also having limited roof dimensions due to typical building shapes allowed in zones with height limits greater than 120 feet. Unless updated, the limits on rooftop coverage in today's Land Use Code are likely too low to ensure that sufficient amounts of mechanical equipment can be placed on roofs to meet Energy Code requirements.

The proposal addresses these new needs by increasing the ability for rooftop features to be located on roofs while maintaining a reasonable balance in how they affect overall building height, appearance, and functionality. This would support achieving the City's goals for energy efficiency and sustainability in future growth, and continue to give flexibility to encourage high-quality architectural design. Other proposed edits would streamline and clarify the code to make it easier to use and remove impediments to more frequent use of features like solar collectors.

Analysis

This section describes the rationale for the various rooftop code amendments and interprets their relevance to future outcomes and benefits.

Intent of the proposal

The overall intent of the proposed amendments is to:

- Accommodate changes in future rooftop usage that could arise due to Energy Code changes and related mechanical equipment needs.
- Ensure enough space for all beneficial rooftop features to exist on buildings. This includes space to accommodate features such as wind power, solar collectors, and other equipment that would help us meet public goals for carbon emission reduction and environmental sustainability.
- Continue to support rooftop features with amenity value, or that serve a building function or accommodate flexibility and aesthetics in building design including screening of rooftop equipment.

The proposal makes several changes in rooftop coverage allowances that are proportionate (a 10 - 15% increase in most cases) and recognize the different scales of buildings allowed in a zone. The changes keep rooftop coverages relatively low at around 35% in most residential zones with low-to-moderate height and density, and maintain a low 30% rooftop coverage limit in Lowrise zones. But they provide higher-roof-coverage choices in zones where larger buildings with more floors and often slim tower forms could be built. In those places, the proposed option for a 75% coverage limit offers coverage levels that will give enough space flexibility on roofs to fit equipment and other features in the available area.

The table on the next page summarizes the coverage levels, their changes, and their relationship to the height and roof sizes that could occur in each zoning category.

Summary of Proposed Roof Coverage Limits and Building Sizes, by Zone

	Rooftop Coverage, % Cover Limit, general features	Rooftop Coverage, % Cover Limit, if rooftop greenhouse is present	Rooftop Coverage, % Cover Limit, with screening, near-edge limits	Notes
	"Percent-rooftop- coverage limit option"	"Greenhouse limit option"	"Screening and roof-edge setback limit option"	
Downtown zones – residential towers	55 → 75%	50 → 60%*	NA	Typical max height range: 440-550' Typical roof size range: 9,500-15,000 sf
Downtown zones – non-residential towers and other buildings	35 → 50%	50 → 60%	NA	Typical max. height range: 240' up to unlimited Typical roof size range: 6,000-30,000 sf
Seattle Mixed zones – towers and other buildings	20 → 35%	50 → 60%	65% → 75%	Typical max. height range: 85-440' Typical roof size range: • Residential: 9,500-13,500 sf • Non-resid.: 6,000-30,000 sf
Commercial zones	20, 25%** → 30, 35**%	50 → 60%	New: 75%	Typical max. height range: 40-200' Typical roof size range: • Residential: 8,000-35,000 sf • Non-resid.: 4,000-50,000 sf
Industrial zones	20, 25%** → 35%	50 → 60%	NA	Typical max. height range: Unlimited for industrial use; 85' for non-industrial uses, 65'-175' in IC zones. No residential uses. Typical roof size range: • Variable, due to no floor limits
Highrise (HR) zones	20, 25%** → 30, 35**%	50 → 60%	New: 75%	Typical max. height range: 440' Typical roof size range: • Residential: 9,000-10,500 sf
Midrise (MR) zones	20, 25%** → 30, 35**%	50 → 60%	NA	Typical max. height range: 80' Typical roof size range: • Residential: 6,000-14,000 sf
Lowrise (LR) zones	15, 20% → 25, 30%	NA	NA	Typical max height range: 40'-50'*** Typical roof size range: • Residential: 3,000-7,000 sf
Yesler Terrace zones	20, 25%** → 30, 35**%	50 → 60%	NA	Typical max. height range: 300' Typical roof size range: • Residential: 11,000-15,000 sf • Non-resid.: 24,000-30,000 sf
Neigh. Resid. zones – non-residential uses	15, 20% (No change)	NA	NA	No change. Included for comparison purposes

* For residential towers in Downtown zones that are subject to floor area limits, the permissible 75% limit would legally exceed the 60% "with-greenhouse" limit.

** Existing: 5% more cover is allowed with mechanical equipment screening.

*** Lowrise zone: height limits for rowhouses, townhouses, and apartments in LR2 and LR3 zones shown here.

Sources: Land Use Code, MHA Final Environmental Impact Statement Appx. F, prototype project modeling, 2017

Increase rooftop coverage limits for Downtown Urban Center buildings

Residential Towers

For the range of taller residential buildings that could occur in Downtown zones, the large total floor area that could be present means that more space will be needed for mechanical equipment to heat, cool, ventilate, or otherwise serve the building's needs. Yet, the City's land use code also means these taller residential buildings must be designed in relatively slim tower forms due to upper-floor size limits. For example, in Downtown zones such as the Downtown Mixed Commercial (DMC) zone that ranges up to 440 feet in height, the gross area of a residential tower's rooftop may be only 10,700 square feet in area or even smaller in special cases, in the 9,000-10,000 square foot size range.

The Land Use Code requirements accommodate a variety of uses on roofs in Downtown zones, and also intend to ensure sufficient availability of rooftop space for key features like mechanical equipment. Given this intent and the total size of the possible residential buildings in these zones (reaching up to 550 feet in the DOC2 zone), the proposal would raise the coverage limit by 20% to allow 75% rooftop coverage.

Downtown Non-Residential Towers and Other Buildings

In Downtown zones, the existing 35% coverage limit would be raised to 50% for buildings that are not residential towers. These include a range of building sizes and types, from commercial-use towers to lower-scaled large or smaller buildings that could be residential, commercial, or mixed-use buildings. For the non-residential buildings, the effects on mechanical equipment needs may be less intensive due to the Energy Code changes' emphasis on residential space heating and water heating. Still, the potential for commercial towers to have many more floors, compared to residential use, could increase total rooftop equipment needs. This supports raising the rooftop coverage limit to the 50% level that should be sufficient to accommodate the variety of possible rooftop features on such buildings. For other lower-scaled buildings of any use type, the potential space constraints and design imperatives of small-site buildings and residential uses also may create a need for more rooftop coverage, which also supports the proposed 50% level.

The code revisions described above would not affect Chinatown/I.D., Pioneer Square, or Pike Place zones, which have more specific standards regulating rooftop features. Instead, similar amendments are proposed to best fit within those neighborhoods' land use standards, as summarized below.

Pioneer Square and Chinatown/I.D. zones

- ***Increase percent-rooftop-coverage cover limits by 10% like most other zones***

The percent-rooftop-coverage limits would increase from 15% to 25% roof coverage, and a possibility of up to 35% coverage (an increase from 25%) if the Boards for these neighborhoods review and recommend approval. This will provide more flexibility in case increased rooftop mechanical equipment needs lead to higher coverage needs for a new or remodeled building.

- ***Set a 45% coverage limit where a greenhouse would be present, rather than 60% in other Downtown zones***

The proposal sets a rooftop greenhouse allowance that is lower than the 60% rooftop coverage for other Downtown zones, to better fit within the ranges established in these special review district zones. This would fill an existing gap in the code for greenhouses in these neighborhoods. It would give an extra 10% rooftop coverage opportunity as an incentive for greenhouses. Other code provisions such as setbacks from streets (to minimize changes in building appearances when viewed from street level) would continue to apply to rooftop features and be protective of these neighborhoods' visual character. The neighborhood Boards would maintain their review authority.

- ***Provide more flexibility for recreational, lodging, eating/drinking, and office rooftop penthouse uses in Pioneer Square***

a) Ability to place recreational space on newer building rooftops

The proposal gives flexibility to a wider range of buildings to have more rooftop coverage for enclosed recreational spaces, if they meet green building standards, the "green factor" landscaping requirement, and code-defined rooftop coverage limits. Because this opportunity could also be a viable option for the newest generation of existing buildings (which may be most feasible to retrofit and meet the green requirements), this capability should be provided not just for "new structures" but for buildings built approximately in the last fifteen years. The proposal includes a specific date for how old a building can be and still qualify (built no earlier than January 2008), which is the effective date of the ordinance that enacted the enclosed recreation space rules in Pioneer Square.

b) Ability to place lodging-related spaces and eating and drinking establishments in rooftop penthouses.

Until now, Land Use Code provisions for Pioneer Square have allowed penthouse spaces for residential or office uses with given height and coverage limits for these kinds of rooftop features. These were kinds of building spaces the City decades ago had deemed most likely to be viable and compatible as limited additions to existing buildings contributing to the Pioneer Square Preservation District.

This proposal now would add new prospective opportunities for viable rooftop building spaces that would complement lodging uses and/or allow for eating and drinking establishment uses. These possibilities could help aid the attractiveness and viability for lodging uses as renovation opportunities for existing contributing buildings. Eating and drinking establishment allowances would also provide for new investment and amenity potential in Pioneer Square, which would be a beneficial strategy to help revitalize the neighborhood's economic health and attractiveness as a destination for visitors.

c) Change an existing minimum 60-foot building height to 40 feet to be eligible for all kinds of rooftop penthouses, and delete a 10,000 square-foot minimum building footprint size for an office penthouse addition.

This proposal would increase the numbers of existing buildings eligible to pursue single-story rooftop additions occupied by office uses, which could help increase the financial

feasibility for building renovations. Designs consistent with penthouse requirements and other code provisions in Pioneer Square (including visual impact evaluation), subject to Board review, would be rooftop-addition outcomes consistent with the policies and objectives for the Pioneer Square Preservation District.

The City allows for many potential uses to be located on rooftops with limits already prescribed for heights and setbacks. Evaluation of future proposals of these enclosed spaces would continue to be the responsibility of the Pioneer Square Preservation Board, who would consider if a given proposal might create any concerns about localized impacts. The potential for noise could be one such impact. This might be a factor for any space of this nature (even enclosed spaces), but design details and other site characteristics would be relevant to a development proposal's review, which would be evaluated for their sufficiency by the Board, to minimize these potential impacts.

Increase rooftop coverage limits for buildings outside Downtown

In zones outside Downtown that could host tall tower buildings, the proposal increases the baseline rooftop coverage limit to 35%, an increase of 10-15% from existing levels. This gives a measured, proportionate amount of extra rooftop coverage with the intent of maintaining flexibility for mechanical equipment and a variety of other rooftop features to be present. This would help avoid the limits from being set too tight, which might generate difficulties for building designers related to floor plan and mechanical system design.

With implementation of the proposal, approximately the same mix of building amenities, uses, and functions are likely to be provided in new buildings under the current code. The proposal would primarily accommodate more space for added mechanical equipment, which would aid a wide range of future uses including commercial, industrial, and residential.

In addition, in several zones the proposal offers an option allowing a higher rooftop coverage limit of up to 75%, meant to provide more flexibility in case more coverage is needed. This is oriented to the Seattle Mixed, Commercial, and Highrise zones where taller buildings could occur: those exceeding 120 feet in height. The conditions for this requirement are that mechanical equipment is screened or enclosed, and that no rooftop features taller than five feet are located closer than 10 feet to the roof edge.¹

This would be a 10% increase in rooftop coverage for Seattle Mixed zones, which already has a comparable code option for rooftop coverage. The overall effects on future buildings would be for taller roof features to be grouped away from the edge and toward the central portion of the rooftop, which would help reduce perceived total building bulk and block fewer views if the building can be seen by others from more distant locations.

The combination of these higher rooftop coverage options outside of Downtown should provide sufficient flexibility to accommodate the potential increased needs due to rooftop mechanical

¹ Existing flexible allowances for certain rooftop features would remain without change. These include existing regulations for telecommunications features, and the ability to get a departure from coverage limit amounts through Design Review. Also, the proposal would maintain an existing option in the Seattle Mixed zones for this coverage limit to be used for buildings less than 120 feet in height.

equipment. Potential effects of the increased coverages on solar access to adjacent buildings would continue to be avoided by other existing code provisions. These restrict the presence of tall rooftop features from being located generally near the northern edges of buildings. Due to sun orientation, these are the places most likely to create solar blockages that might otherwise negatively affect neighbors' use of solar energy systems, for example.

The proposal also clarifies what must be counted toward the coverage limit for rooftop features. In certain zones, the existing code requires that features like low-height skylights must also be counted toward the coverage limit. By focusing the coverage limit only on taller rooftop features, the code will become more accurate and also give designers a bit more flexibility by not forcing miscellaneous shorter features on roofs to be counted toward the coverage limit.

A 10% increase in coverage limit, to 60% coverage, for buildings with rooftop greenhouses in most zones.

This additional rooftop coverage accommodation is proposed for these zones to avoid the coverage limit being too tight, and to underscore an existing incentive to provide such greenhouses.

- For the Industrial zones, the proposal accommodates and incentivizes the ability for businesses to engage in food production as a primary or secondary purpose of the business.
- For other zones, the adjustment also incentivizes greenhouses as an amenity and helpful building feature that could support food production to support sustainability and resilience planning goals. These were part of the purpose for previously adopting these greenhouse coverage capabilities into the code, and they should continue to be incentivized even as rooftops may host more and more features in future developments.

Increase the consistency of terms and the list of what is counted toward rooftop coverage limits for most zones.

Because the standards for rooftop features have been updated several times over the years, the code's content organization and use of terms needs simplifying. Also, the code sometimes uses different terms for similar features. This has led to ambiguities and different implications about what is counted toward rooftop coverage limits, zone by zone.

The proposal makes several edits to better align the text organization, use of terms, and consistency in what is counted toward rooftop coverage. This will simplify the code to ensure easier understanding and greater consistency in its use by applicants, neighbors, and City staff.

The proposal consolidates the rules about greenhouses on rooftops in each zone, which streamlines the code. Greenhouses by definition are features with the primary purpose of cultivating or protecting plants, usually constructed of glass or translucent materials. The proposal continues the existing code's accommodation of higher rooftop coverage when greenhouses are present.

The proposal updates the provisions for wind and solar energy features in limited ways, to increase consistency in how they are accommodated and treated by the code. This includes

clarifying that taller wind power features should be counted toward rooftop coverage in Seattle Mixed and Yesler Terrace zones (like other zones), and on existing non-residential buildings in Neighborhood Residential zones. For solar energy features, simplified wording about solar collectors removes a regulatory barrier (a reference to an outdated Director's Rule) that creates higher costs and more pre-conditions for installing solar collectors on buildings in Lowrise and Neighborhood Residential (formerly Single Family) zones. This will allow solar collectors to be more easily permitted for installation on buildings in these zones.

Comprehensive Plan Policies

Utilities Element

Policy U-1.3: Strive to develop a resilient utility system where planning and investment decisions account for changing conditions, such as climate change, fluctuations in demand, technological changes, increased solar energy generation, and natural disasters.

Environment Element

Policy EN-3.4: Encourage energy efficiency and the use of low-carbon energy sources, such as waste heat and renewables, in both existing and new buildings.

Growth Strategy Element

Policy GS-3.17: Encourage the use of land, rooftops, and other spaces to contribute to urban food production.

Land Use Element

Policy LU-5.4: Use maximum height limits to maintain the desired scale relationship between new structures, existing development, and the street environment; address varied topographic conditions; and limit public view blockage. In certain Downtown zones and in Industrial zones, heights for certain types of development uniquely suited to those zones may be unlimited.

Policy LU-5.5: Provide for residents' recreational needs on development sites by establishing standards for private or shared amenity areas such as rooftop decks, balconies, ground-level open spaces, or enclosed spaces.

Policy LU-5.15: Address view protection through

- *zoning that considers views, with special emphasis on shoreline views;*
- *development standards that help to reduce impacts on views, including height, bulk, scale, and view corridor provisions, as well as design review guidelines; and*
- *environmental policies that protect specified public views, including views of mountains, major bodies of water, designated landmarks, and the Downtown skyline.*

Land Use Element – Commercial/Mixed-Use Areas

Policy LU-9.15: Allow limited exceptions to the height limit in order to accommodate ground-floor commercial uses or special rooftop features, encourage development of mixed-use structures, enable structures to function appropriately, accommodate special features consistent

with the special character or function of an area, or support innovative design that furthers the goals of this Plan.

Public Outreach and Notice

Opportunities for public input included three discussions at the Construction Codes Advisory Board (CCAB) in October 2020 meetings, and for this current legislation on August 5, 2021. In 2020, CCAB discussed many effects of the overall Energy Code adoption, and asked about how those changes might relate to rooftop coverage limits and building design. They believed existing rooftop coverage limits might be too restrictive if more rooftop mechanical equipment is needed. In 2021, members of CCAB expressed support for the proposed updates of the rooftop coverage limits. The SEPA environmental review for the Energy Code proposal, dated November 16, 2020, included analysis and disclosure of impacts. During that process, the public also had opportunities for comment. The current proposal was also discussed during the Pioneer Square Preservation Board meeting held on October 20, 2021.

A public hearing on the proposed legislation will be scheduled before the Council's Land Use and Neighborhoods Committee in the near future. SDCI posted the proposal on its website and invited people to sign up on a list-serve to receive notices about opportunities to participate in the City's process. Additional opportunities to provide input will occur as the City Council deliberates on the proposal.

Recommendation

The SDCI Director recommends that the Mayor send the legislation to City Council for their approval, to update rooftop feature regulations in the Land Use Code. This would update provisions related to mechanical equipment on roofs and allow the Land Use Code to better accommodate the more energy efficient and environmentally friendly requirements of the recently adopted Energy Code. In addition, updates to Pioneer Square and the Chinatown/International District codes would give more flexibility and opportunity for: greenhouse additions in both neighborhoods; and new options for penthouse and recreational spaces on rooftops in Pioneer Square.



Legislation Text

File #: CB 120322, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to accept a non-exclusive easement within the Shilshole Bay Waterway, previously known as the Salmon Bay Waterway of the Lake Washington Ship Canal, from the Washington State Department of Natural Resources for a City-owned sanitary sewer line; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Public Utilities (“SPU”) owns a sanitary sewer line (the “Original Sewer Line”) that crosses under the Shilshole Bay Waterway, which is owned by the Washington State Department of Natural Resources (“DNR”); and

WHEREAS, in 2017 SPU discovered that the Original Sewer Line was damaged due to age and deterioration, and in need of immediate replacement; and

WHEREAS, following discovery of the damage, SPU removed the Original Sewer Line from service and decommissioned it in place; and

WHEREAS, DNR gave SPU permission for the installation of a new combined storm and sewage force main (the “New Sewer Line”), which crosses under and through the Shilshole Bay Waterway in a different location than the Original Sewer Line, on an emergency basis; and

WHEREAS, the Original Sewer Line easement granted by DNR and accepted by Ordinance 93655 does not include the location of the New Sewer Line, and therefore the City needed to acquire a new easement; and

WHEREAS, the State of Washington, acting through DNR, agreed to grant an easement for the New Sewer Line to the City; and

WHEREAS, SPU continues to be responsible for the Original Sewer Line, and thus the Original Sewer Line easement remains in full force and effect; and

WHEREAS, SPU deems it advisable and in the best interests of the City, SPU, and its customers to acquire the new easement attached to this ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO's authorized designee, is hereby authorized to accept for and on behalf of The City of Seattle a new easement granted by the Washington State Department of Natural Resources for a combined storm and sewage force main, as legally described and depicted in Attachment 1 to this ordinance, and as recorded under King County Recording Number 20200226000918 and attached as Attachment 2 to this ordinance.

Section 2. The term of this easement is 30 years, beginning on the January 15, 2020, and ending on January 14, 2050, unless terminated sooner under the terms of the easement.

Section 3. The real property rights and interests conveyed by the easement referenced and accepted in this ordinance shall be placed under the jurisdiction of Seattle Public Utilities.

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

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

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Legal Description and Map of Easement

Attachment 2 - DNR Easement

Attachment 1 – Legal Description and Map of Easement

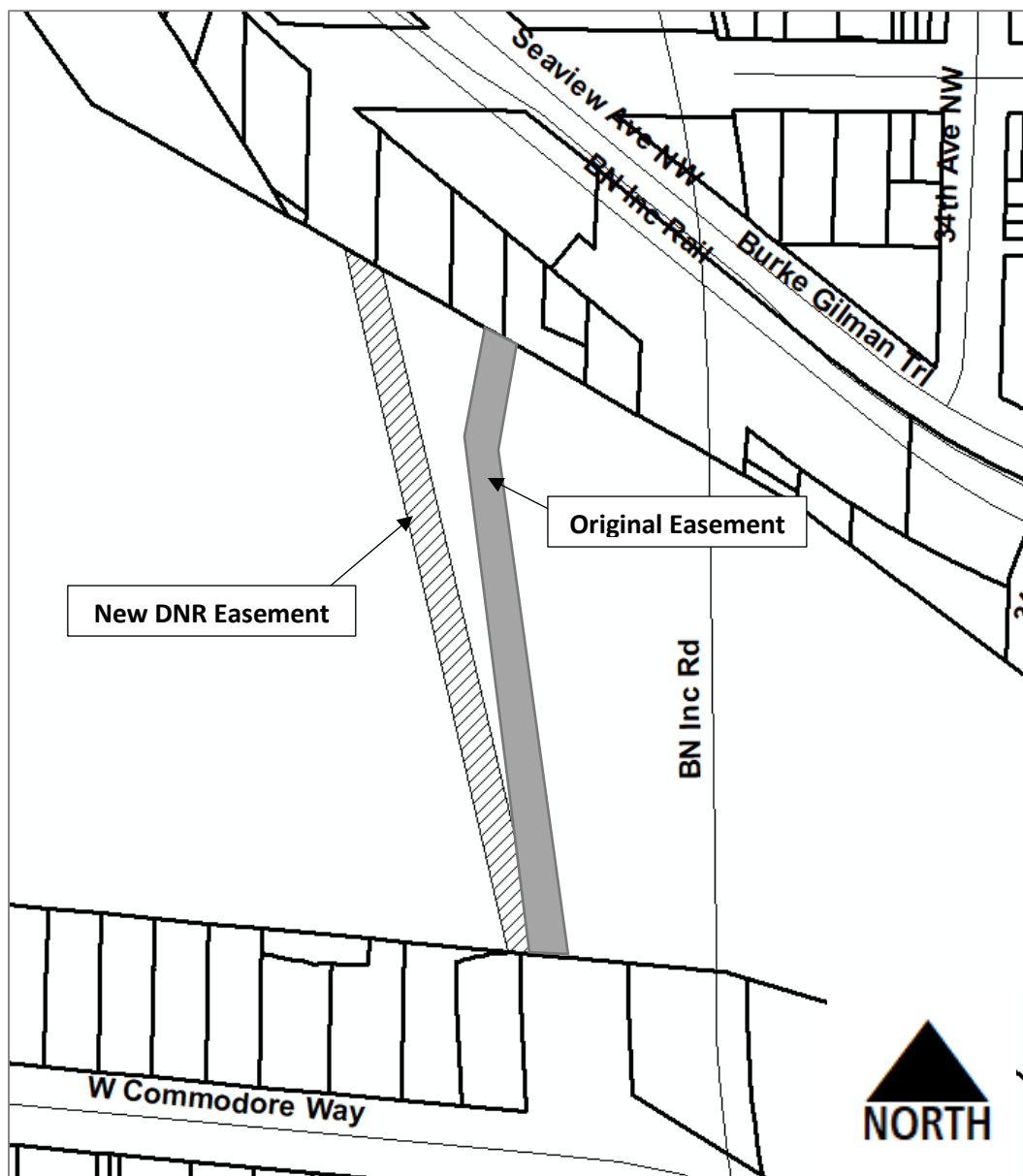
**AQUATIC EASEMENT FOR A SEWER LINE, DNR EASEMENT
NO. 51-097612**

A 30 FOOT WIDE STRIP OF LAND, ACROSS A PORTION OF THE BED OF THE SALMON BAY WATERWAY AS SHOW ON THE 1894 MAP OF BALLARD HARBOR, ACCORDING TO THE OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; SITUATE IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., SAID STRIP BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A CASED MONUMENT AT THE INTERSECTION OF 40TH AVE W. AND W. COMMODORE WAY; THENCE S $80^{\circ} 47' 35''$ E ALONG THE CENTERLINE OF SAID W. COMMODORE WAY A DISTANCE OF 553.68 FEET TO A CASED MONUMENT AND ANGLE POINT ALONG THE CENTERLINE OF SAID W. COMMODORE WAY; THENCE LEAVING SAID CENTERLINE N $85^{\circ} 11' 34''$ E A DISTANCE OF 1066.29 FEET TO A POINT ON THE STATE HARBOR LINE ALONG THE SOUTHERLY SHORE OF THE SALMON BAY WATERWAY AND THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED CENTERLINE FOR SAID 30 FOOT WIDE STRIP; THENCE N $13^{\circ} 09' 10''$ W A DISTANCE OF 663.61 FEET TO A POINT ON THE STATE HARBOR LINE ALONG THE NORTHERLY SHORE OF THE SALMON BAY WATERWAY FROM WHICH A CASED MONUMENT AT THE INTERSECTION OF NW MARKET ST AND 34TH AVE NW BEARS N $73^{\circ} 50' 46''$ E A DISTANCE OF 596.49 FEET, SAID POINT ALSO BEING THE TERMINUS OF SAID CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE SOUTHERLY AND NORTHERLY LINES OF SAID SALMON BAY WATERWAY, AT THE STATE HARBOR LINES AS ESTABLISHED.

CONTAINING 19,908 SQUARE FEET OR 0.46 ACRES, MORE OR LESS



(not to scale)

Attachment 2 - DNR Easement

When recorded, return to:
Seattle Public Utilities
700 Fifth Avenue, Suite 4900
PO Box 34018
Seattle, WA 98124-4018



20200226000918

EASEMENT Rec: \$134.50
2/26/2020 2:44 PM
KING COUNTY, WA

EXCISE TAX NOT REQUIRED
King County Records Division

By  Deputy



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS EASEMENT

Easement No. 51-097612

Grantor: Washington State Department of Natural Resources
Grantee(s): Seattle Public Utilities
Legal Description: Section 10, Township 25 North, Range 03 East, W.M., King County
Assessor's Property Tax Parcel or Account Number: 102503HYDR / 1025031111
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and SEATTLE PUBLIC UTILITIES a government agency/entity ("Grantee"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

THE Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property at

Shilshole Bay Waterway described in Exhibit A. In this agreement, the term “Easement” means this agreement and the rights granted; the term “Easement Property” means the real property subject to the easement.

- (b) This Easement is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) This Easement does not include the right to grant easements and franchises to third parties. State reserves the right to reasonably grant, condition, or approve all third party easements and franchises regardless of whether the third party’s use is incidental to the Easement. State shall not unreasonably condition or deny third-party easements or franchises necessary for continuation of utilities, including communication systems.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area. Grantee’s obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.
- (b) State’s acceptance of Exhibit A does not constitute agreement that Grantee’s property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee’s property description and the area actually used by Grantee.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. Grantee shall use the Easement Property for operation and maintenance, construction, major repair, modification, demolition or deconstruction of a 664 linear foot, 12-inch (16-inch outside diameter) HDPE combined storm and sewage force main (the “Permitted Use”), and for no other purpose, including utilities unless specifically identified as part of the Permitted Use. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

- (a) Except as expressly permitted in this agreement, the limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Grantee's compliance with this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement.
- (b) Except as expressly permitted in this agreement, Grantee shall not cause or authorize:
 - (1) Damage to natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.

2.4 Liens and Encumbrances. Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years (the "Term"), beginning on the 15th day of January, 2020 (the "Commencement Date"), and ending on the 14th day of January, 2050 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement.

This Easement does not provide a right of renewal. Grantee may submit a written request for a new easement, which State has discretion to grant, as many as four (4) years but no less than one (1) year in advance of the termination date. Within ninety (90) days of receipt of Grantee's request, State shall provide Grantee a written response denying the request or stating its intent to approve a new easement subject to agreement on the terms and conditions of such new easement.

3.3 End of Term.

- (a) Upon the expiration or termination of this Easement, Grantee shall remove Improvements in accordance with Section 7, Improvements, unless otherwise agreed, and surrender the Easement Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.
 - (1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse by Grantee or Grantee's contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
 - (2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.
- (c) If Easement Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
 - (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right-of-entry or other use authorization prior to the Grantee entering the Easement Property to remedy any breach of this Paragraph 3.3.
 - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property prior to and during remedial action, and any administrative costs associated with the remedial action.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee of One Thousand Five Hundred Seventy Dollars (\$1,570.00) calculated in accordance with RCW 79.110.230(1) payable

on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

5.3 Failure to Pay. If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses is a default by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fee not paid by the close of business day on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.
- (f) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Easement Property: a 664 linear foot, 12-inch (16-inch outside diameter) HDPE combined storm and sewage force main. The Improvements are Grantee-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work"). Section 11 governs routine maintenance and minor repair of Improvements and Easement Property.
- (b) All Work must conform with State's standards for Improvements current at the time Grantee submits plans and specifications for State's approval.

- (c) Except in an emergency, Grantee shall not conduct any Work without State's prior written consent, which State shall not unreasonably withhold:
 - (1) Except in an emergency, Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (2) State waives the requirement for consent if State does not notify Grantee of its grant or denial of consent within sixty (60) days of submittal.
 - (3) In determining whether to consent State may consider, among other items, (i) whether proposed Work would change the Permitted Use, expand overwater structures, or expand non-water dependent uses; (ii) the value of the Improvements before and after the proposed Work; (iii) such other factors as may reasonably bear upon the suitability of the Improvements to provide the public benefits identified in RCW 79.105.030 in light of the proposed Work.
 - (4) If the proposed Work does not comply with DNR's then existing standards for the Work State may nonetheless consent to the Work in writing or deny its consent or condition its consent on changes to the Work or Lease reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.
- (d) Grantee shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Grantee shall provide State with plans and specifications or as-builts of emergency Work.
- (e) Grantee shall not commence or authorize Work until Grantee has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee shall maintain the performance and payment bond until Grantee pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
 - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (f) Grantee shall preserve and protect Improvements Owned by Others, if any.
- (g) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers.") If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.

- (h) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of Work. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.
- (i) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.
- (j) State shall not charge rent for authorized Improvements installed by Grantee during this Term of this Easement, but State may charge rent for such Improvements when and if the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.4. If, however, the laws and regulations in effect at the time of such subsequent use authorization permit Grantee to use the Easement Property without paying rent for the purposes identified in the subsequent use authorization, State will not charge rent for use of the Improvements during the term of the subsequent use authorization.

7.4 Grantee-Owned Improvements at End of Easement.

- (a) Disposition.
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the expiration, termination, or cancellation date become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Grantee shall pay the costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.
 - (1) State may waive removal of any or all Grantee-Owned Improvements whenever State determines that it is in the best interests of the State.
 - (2) If Grantee renews the Easement or enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
 - (3) If Grantee does not renew the Easement or enter into a new Easement, State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
 - (i) Grantee must notify State at least one (1) year before the Termination Date of its request to leave Grantee-Owned Improvements.

- (ii) State, within ninety (90) days, will notify Grantee whether State consents to any or all Grantee-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.
 - (c) Grantee's Obligations if State Waives Removal.
 - (1) Grantee shall not remove Improvements if State waives the requirement for removal of any or all Grantee-Owned Improvements.
 - (2) Grantee shall maintain such Improvements in accordance with this Easement until the expiration, termination, or cancellation date. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Grantee ownership of the Improvements, or
 - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
 - (i) Require Grantee to remove the Improvements in accordance with Paragraph 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
 - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) “Hazardous Substance” means any substance that is now regulated or in the future becomes regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. 9601 *et seq.*; Washington’s Model Toxics Control Act (“MTCA”), Chapter 70.105 RCW ; Washington’s Sediment Management Standards, WAC Chapter 173-204; the Washington Clean Water Act, RCW 90.48, and associated regulations; and the federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, and associated regulations, including future amendments to those laws and regulations.
- (b) “Release or threatened release of Hazardous Substance” means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) “Utmost care” means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Grantee’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Grantee’s use of the Easement Property.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) In relation to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property or adjacent state-owned lands.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances, provided, however, this Easement does not alter State’s obligations to respond to requests for public documents under the Public Records Act, RCW 42.56. State will cooperate with Grantee’s requests for public records and endeavor to provide the requested records promptly.

- (c) Grantee is responsible for conducting sufficient inquiries and gathering sufficient information concerning the Easement Property and the existence, scope, and location of any Hazardous Substances on the Easement Property or on adjacent lands to allow Grantee to meet Grantee's obligations under this Easement.

8.4 Use of Hazardous Substances.

- (a) Grantee, its, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Grantee's use of the Easement Property.
- (c) If use of Hazardous Substance related to the Permitted Use results in a violation of an applicable law Grantee shall submit to State any plans for remedying the violation and cleanup any contamination as required under Section 8.9.

8.5 Management of Contamination.

- (a) Grantee, its, contractors, agents, employees, guests, invitees, or affiliates shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Easement Property.
- (b) Grantee shall take reasonable steps to avoid or reduce: human or environmental exposure to contaminated sediments and mechanical or chemical disturbance of on-site habitat mitigation. For purposes of this Subsection 8.5(b) reasonable steps may include access restrictions, fish consumption advisories, and use restrictions and advisories for water bodies.
- (c) Grantee, its contractors, agents, employees, guests, invitees, or affiliates shall not interfere with access by:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances that Grantee reports or is required to report to the Washington Department of Ecology;

- (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence or release of any Hazardous Substance;
 - (3) Any lien or regulatory action arising from the foregoing;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to the Easement Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances arises from the Grantee's use of the Easement Property, and any other property used by Grantee in conjunction with Grantee's use of the Easement Property where a release or the presence of Hazardous Substances on the other property would affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents concerning environmental issues associated with the Easement Property, and submitted by Grantee to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits (NPDES); Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments that are asserted by third parties against Grantor or that are incurred by Grantor in order to comply with applicable laws and regulations.
- (b) Grantee shall fully indemnify, defend, and hold State harmless from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees occurring anytime Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Grantee, its contractors, agents, employees, guests, invitees, or affiliates occurring anytime Grantee uses or has used the Easement Property.

- (c) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Subsection 8.5.
- (d) Third Parties.
 - (1) Grantee has no duty to indemnify State for acts or omissions of third parties unless Grantee fails to exercise the standard of care required by Paragraph 8.2(b)(2). Grantee's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
 - (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Grantee failed to exercise care as described in Subparagraph 8.7(d)(1), Grantee shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This includes any liabilities arising before the finding or holding in the proceeding.
- (e) Grantee is obligated to indemnify under the Subsection 8.7 regardless of whether a permit or license authorizes the discharge or release of Hazardous Substances.
- (f) Grantee's obligations under this indemnity provision shall not exceed the appropriation authorized at the time Grantee must fulfill its indemnity obligations and nothing in this Easement may be considered as insuring that Grantee 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 Grantee's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7 or the cleanup provisions of Section 8.9, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either Party may have against the other under law.
- (b) This Easement affects no right, claim, immunity, or defense either Party may have against third parties, and the Parties expressly reserve all such rights, claims, immunities, and defenses.
- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either Party from, or affect the liability of either Party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Grantee's Permitted Use, or Grantee's breach of its obligations under this Easement, results in contamination of the Easement Property with Hazardous

Substances, Grantee shall, at Grantee's sole expense, promptly take all actions necessary to report, investigate and remediate the Hazardous Substances in accordance with applicable law. Remedial actions may include, without limitation, treatment, removal, and containment.

- (b) Grantee's obligation to undertake a cleanup under Section 8 is limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards under Environmental Laws.
- (c) Grantee shall cooperate with the Department of Natural Resources in development of plans for remedial actions and Grantee shall not proceed with remedial actions without Department of Natural Resources approval of final plans, which shall not be unreasonably withheld, unless Grantee is ordered to proceed by a court or a regulatory agency with jurisdiction. Grantee's completion of remedial actions is not an implied release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) Grantee shall conduct sediment sampling, if required, in accordance with Exhibit B.
- (b) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (c) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of Grantee's Permitted Use or any violation of Grantee's obligations under this Lease, Grantee shall promptly reimburse State for all costs associated with such Tests.
- (d) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Grantee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Grantee shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical and Grantee would be required to reimburse State under section (c).
- (e) Grantee is entitled to observe State's collection of samples and obtain split samples of any Test samples obtained by State, but only if Grantee provides State with written notice requesting such samples within twenty (20) calendar days of the date of Grantee's receipt of notice of State's intent to conduct any non-emergency Tests. Grantee solely shall bear the additional cost, if any, of split samples. Grantee shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Grantee a bill with documentation for such costs.
- (f) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either Party to this Easement shall provide

the other Party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Easement Property performed by or on behalf of State or Grantee. There is no obligation to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property or grant any rights or franchises to third parties without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from Claims arising out of the use, occupation, or control of the Easement Property by Grantee, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property and damages resulting from loss of use of the Easement Property.
- (c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.
- (f) Grantee's obligations under this indemnity provision shall not exceed the appropriation authorized at the time Tenant must fulfill its indemnity obligations and nothing in this Easement may be considered as insuring that Tenant 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 Grantee's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Grantee certifies that it is self-insured for all the liability exposures, including but not limited to employers' liability and business auto liability, and its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Grantee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism.
 - (2) All self-insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Grantee waives all rights against State for recovery of damages to the extent self-insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by self-insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
 - (1) Grantee shall provide State with a certification of self-insurance executed by a duly authorized representative of Grantee, showing compliance with insurance requirements specified in this Easement.
 - (2) The certification of self-insurance must reference the Easement number.
 - (3) Receipt of such certification of self-insurance or policies by State does not constitute approval by State of the terms of such self-insurance or policies.
- (d) Grantee must provide State no less than 30 days notice if Grantee's self-insurance program is cancelled or materially reduced.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall provide a certification that meets the requirements of Section 10.2(c)(1) and demonstrates coverage in compliance with the Lease within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to provide the certification described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Grantee's repayment.

- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any self-insurance or other insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain self-insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence and an aggregate limit of not less than twice any limit established for each occurrence.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Grantee's use, occupation, and control of the Property.
 - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity shall include all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Grantee shall maintain self-insurance that is equivalent to employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than Two Million Dollars (\$2,000,000) each accident for bodily injury by accident or Two Million Dollars (\$2,000,000) each employee for bodily injury by disease.

- (d) Builder's Risk Insurance.
 - (1) Grantee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Grantee, all contractors, and subcontractors in the work as loss payees. State also must be named an additional loss payee.
 - (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (3) Grantee or Grantee'(s) contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
 - (4) Grantee or Grantee'(s) contractor shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Grantee, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3).
- (e) Pollution Legal Liability Insurance
 - (1) Grantee shall maintain self-insurance that is equivalent to pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Grantee shall maintain coverage in an amount of at least:
 - (i) Two Million Dollars (\$2,000,000) each occurrence for Grantee's operations at the site(s) identified above, and at least
 - (ii) Four Million Dollars (\$4,000,000) general aggregate or policy limit, if any.

- (2) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:
 - (i) The Insurance Certificate must state that the insurer is covering Hazardous Substance removal.
 - (ii) The policy must contain no retroactive date, or the retroactive date must precede abatement services.
 - (iii) Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the Easement Property.
 - (iv) The extended reporting period (tail) must be purchased to cover a minimum of thirty-six (36) months beyond completion of work.

10.4 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain during the Term of this Easement a corporate security bond or provide other financial security that State may approve ("Security"). Grantee shall provide Security in an amount equal to Zero Dollars (\$0), which is consistent with RCW 79.105.330, and secures Grantee's performance of its obligations under this Easement, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation, if any,
 - (ii) As a condition of approval of assignment of this Easement,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

- (d) Upon any default by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Easement because of the default.

SECTION 11 ROUTINE MAINTENANCE AND REPAIR

11.1 State's Repairs. This Easement does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair is the type of work that does not require regulatory permits.
- (b) At Grantee's sole expense, Grantee shall keep and maintain all Grantee-Owned Improvements and the Easement Property as it relates to the Permitted Use in good order and repair and in a safe condition. State's consent is not required for routine maintenance or repair.
- (c) At Grantee's own expense, Grantee shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Improvements on the Easement Property that any public authority requires because of the Permitted Use.
- (d) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.
- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct, repair, or replace any Improvements in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition, as nearly as possible to its condition immediately prior to the damage or destruction. Where damage to state-owned aquatic land or natural resources is attributable to the Permitted Use or related activities, Grantee shall promptly restore the lands or resources to the condition preceding the damage in accordance with Paragraph 7.3 unless otherwise agreed in writing.

- (c) If the damage or destruction is substantial and Grantee determines it is not cost-effective to repair, replace or reconstruct the Improvements, then Grantee may elect to terminate this Easement by notifying the State in writing within ninety (90) days after the date of damage or destruction. If Grantee elects to terminate this Lease Grantee shall remove the Improvements in accordance with Section 7.4.
- (d) If Grantee terminates this Easement as provided by this Subsection, Grantee shall pay State a share of any "Insurance Proceeds" that Grantee receives from third-party insurance policies that insure the Improvements against damage or destruction. State's share of Insurance Proceeds shall be calculated using the ratio of State's interest in the Improvements to Grantee's interest in the Improvements, based on the fair market value of the Improvements and State's reversionary interest in the Improvements immediately before the damage or destruction. If State and Grantee are unable to agree on State's share of Insurance Proceeds, then State's share shall be determined by appraisal in accordance with Exhibit C.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

12.3 Insurance Proceeds. Grantee's duty to reconstruct, repair, or replace any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 REMEDIES AND TERMINATION

14.1 Breach.

- (a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.
- (b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule.

Grantee must submit a cure schedule with thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

- (c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State, unless otherwise agreed. Grantee's rights revert to State upon Termination by Nonuse.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. Grantee shall comply with Paragraph 3.3, End of Term.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division, Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022-9282

Grantee: SEATTLE PUBLIC UTILITIES – REAL PROPERTY SERVICES
700 Fifth Avenue, Suite 4900
PO Box 34018
Seattle, WA 98124-4018

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

16.2 Successors and Assigns. This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, includes individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number.

16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

16.13 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.14 Exhibits. All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

SEATTLE PUBLIC UTILITIES

Dated: Jan. 27, 2020, 2020


By: MAMI HARA

Title: General Manager/CEO,
Seattle Public Utilities

Address: PO Box 34018
Seattle, WA 98124-4018

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: February 6, 2020


By: KATRINA LASSITER

Title: Interim Deputy Supervisor,
Aquatic Resources Division

Address: 1111 Washington Street SE
Olympia, WA 98501-2283

Approved as to form this
27th day of January 2014
Terence Pruitt, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Washington) ss
County of King)

I certify that I know or have satisfactory evidence that MAMI HARA is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER/CEO of SEATTLE PUBLIC UTILITIES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Jan 27, 2020

(Seal or stamp)



Shaida Adatia
(Signature)

SHAIDA ADATIA
(Print Name)

Notary Public in and for the State of
Washington, residing at

Benton, WA

My appointment expires
March 6, 2022

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that KATRINA LASSITER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the INTERIM DEPUTY SUPERVISOR, AQUATIC RESOURCES DIVISION of the DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-6-2020

(Seal or stamp)



(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at Olympia

My appointment expires 2-16-22

**EXHIBIT A
EASEMENT PROPERTY DESCRIPTION**

AGREEMENT NUMBER 51-097612

LEGAL DESCRIPTION OF THE PROPERTY:

That real property legally described and shown as Aquatic Easement No. 51-097612 in that Record of Survey recorded in King County, Washington on July 22, 2019 under Auditor's File Number 20190722900003, Volume 408 and Page 71.

**EXHIBIT B
PLAN OF OPERATIONS****1. DESCRIPTION OF PERMITTED USE****A. Existing Facilities.**

Grantee operates Wastewater Pump Station 43 in the Ballard neighborhood of Seattle. Pump Station 43 conveys combined sewage flows south across Shilshole Bay Waterway to King County West Point Wastewater Treatment Plant at W. Commodore Way and Gilman Ave W. Conveyance via a 578 foot, 12-inch diameter cast iron force main pipe, was authorized under Commissioner's Order 103, dated the 4th day of February, 1965 (assigned Easement No. 51-000130). In late 2017, Grantee discovered damage due to age and deterioration, and removed the force main from service. Grantee has decommissioned the force main pipe in place, plugging both ends with concrete above the ordinary high water line. Grantee shall remain responsible for maintenance and liability of the decommissioned force main under Commissioner's Order 103.

Grantee has installed a 664 linear foot, 12-inch (16-inch outside diameter) HDPE replacement force main via horizontal directional drilling, 20 feet below mudline, and between 45 and 55 feet below the design dredge depth of the navigation channel. The replacement force main lies west of the decommissioned pipe, as further described in Exhibit A.

B. Proposed Work. Grantee proposes no new facilities or Work.

C. Permits. Grantee has secured the following permits:

Jurisdiction	Permit	Issue Date
US Army Corps of Engineers	NWP 12 NWS-2018-551-WRD	11/12/2018
WA Department of Fish & Wildlife	Hydraulic Project Approval Permit No. 2018-4-801+01	10/31/2018
Seattle Department of Construction & Inspections	Shoreline Exemption Project #6691572-EX	10/15/2018
SPU – Lead Agency	SEPA DNS	9/20/2018

2. ADDITIONAL OBLIGATIONS

State has not authorized Grantee to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Grantee shall obtain State's prior written consent in accordance with Section 7.3 of this Easement and obtain all necessary regulatory permits prior to commencing such Work.

- A.** Grantee shall fully remove any portion of pipe requiring replacement during the Easement term and bury any replacement pipe in the nearshore beneath the sediment.

Master Approved as to form this
1st day of June 2017
Jennifer Clements, Assistant Attorney General

EXHIBIT C

1. Procedure for Selection of Appraiser

Unless the parties otherwise agree in writing, any appraisal required under the Easement shall be conducted as set forth in this Exhibit C. Appraisals shall be conducted by a qualified appraiser licensed in the State of Washington. Appraisals must comply with the Uniform Standards of Professional Appraisal Practice (USPAP). State shall select an appraiser that is acceptable to both parties from State's pool of qualified expert independent appraisers, or, if no pool of qualified appraisers exists, through a request for proposal (RFP) for appraisal services consistent with State contracting requirements. Tenant will have the opportunity to review and comment on the RFP. Both State and Tenant shall be identified as co-clients and intended users and will share the costs equally for the appraisal. State shall contact Tenant to discuss appraisal bids before selecting an appraisal firm. For thirty days following the receipt of the initial appraisal report, Tenant and State will each have an opportunity to review the appraisal report and jointly submit, through State, comments to the appraiser for clarification or correction of any of the report's content or conclusions. The objective of State and Tenant is to have an acceptable appraisal report. The appraiser shall use the appraiser's independent professional judgment regarding the contents and conclusions of the final appraisal report which shall be issued no later than 30 days after State submits the joint comments of the parties on the draft appraisal report. State and Tenant will be responsible for their own review costs.

2. Appraisal Procedure.

A. Purpose. The State currently manages the Aquatics Land Easement No. 51-097612, commonly known as the Seattle Public Utilities Wastewater Pump Station 43 Force Main in the Shilshole Bay Waterway, Seattle, King County, Washington. In the event that Improvements authorized under the Easement are substantially damaged or destroyed and not repaired as authorized under Section 12.1(c) of the Easement, the Easement, under Section 12.1(d), requires the division of insurance proceeds in proportion to the interest of State and Tenant in the Improvements authorized under the Easement. The appraisal assignment is to develop and report the fair market value of the State's and Tenant's interests in the Improvements under the Easement immediately prior to the damage or destruction.

B. Fair Market Value. For purposes of any appraisal authorized under this Agreement the term "fair market value" shall mean:

"The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and

assuming that neither is under duress." [The Dictionary of Real Estate Appraisal, 5th Edition]

- C. Appraisal Standards.** The appraisal report must conform to the Uniform Standards of Professional Appraisal Practice (USPAP-current Edition) or current appraisal standards required by law in effect as of the report date. In addition to the above, the following are required in all appraisal reports:
- (1) Written report of contact with owner, including dates and methods of contact, whether owner accompanied the appraiser during inspection, and general comments and communications between the appraiser and the owner.
 - (2) A minimum of five sales required in the market approach.
 - (3) Data on similar property listings/offerings of properties in the immediate neighborhood, when relevant, and in addition to comparable sales.
 - (4) Topographical map, site map, etc., are required as relevant to the valuation assignment.
 - (5) Confirmation data to identify the source of data and sales information, including a telephone number for the source and the appraiser who conducted the confirmation interview.
- D. Report Format.** The appraisal must be reported in a Self-Contained format and comply with USPAP 2-2(a) or current appraisal reporting standards required by law in effect as of the report date. The report will be subject to review and the appraiser will be required to clarify any issues in writing. Failure to do so may result in the report being considered unacceptable.

\SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Jacques Rodriguez / 4-7563	Akshay Iyengar / 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to accept a non-exclusive easement within the Shilshole Bay Waterway, previously known as the Salmon Bay Waterway of the Lake Washington Ship Canal, from the Washington State Department of Natural Resources for a City-owned sanitary sewer line; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: In 2017 Seattle Public Utilities (SPU) discovered damage to the sewer line which crosses the Shilshole Bay Waterway, owned by the Washington State Department of Natural Resources (DNR). DNR has given SPU permission to install a new sewer line on an emergency basis.

The sewer line easement granted by DNR for the existing sewer line is aligned differently than the plan for the new sanitary sewer line, requiring SPU to seek this new easement.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

Are there financial costs or other impacts of *not* implementing the legislation?
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 held during Committee and Council meetings, and this will meet the requirement for granting this easement.

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

No.

d. Does this legislation affect a piece of property?

Yes.

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

No.

f. Climate Change Implications

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

No.

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

No.

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

No.

Summary Attachments:



Legislation Text

File #: CB 120323, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; accepting two deeds for real property acquired for the purpose of installing and operating ground water wells or waterworks to provide potable water in connection with the Highline Well Field project identified in the 1985 Seattle Comprehensive Regional Water Plan and situated in Section 16, Township 23 North, Range 4 East, King County, Washington; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle deems it in the best interests of the City to acquire from Highline School

District 401 certain real property and property rights to install and operate groundwater wells or waterworks to provide potable water in connection with the Highline Well Field project identified in the 1985 Seattle Comprehensive Regional Water Plan; and

WHEREAS, on April 1, 1986, Highline School District 401 conveyed to the City the real property and property rights identified in the Warranty Deed recorded under King County Recording Number 8604081185, and accepted from the City the amount of \$80,350 in consideration of such conveyance; and

WHEREAS, on April 1, 1986, Highline School District 401 conveyed to the City the real property and property rights, including permanent easement rights, identified in the Warranty Deed recorded under King County Recording Number 8604081186, and accepted from the City the amount of \$59,600 in consideration of such conveyance; and

WHEREAS, the acquisition of such real property rights and interests by the City pursuant to the above-referenced Warranty Deeds was not previously accepted by ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager/CEO of Seattle Public Utilities is authorized to accept, on behalf of

The City of Seattle, the Warranty Deed executed on April 1, 1986, by Highline School District 401, as Grantor, with The City of Seattle, as Grantee, recorded under King County Recording Number 8604081185, conveying approximately 49,845 square feet of real property in fee simple to the City, as legally described and depicted in Attachment 1 to this ordinance.

Section 2. The General Manager/CEO of Seattle Public Utilities is authorized to accept, on behalf of The City of Seattle, the Warranty Deed executed on April 1, 1986, by Highline School District 401, as Grantor, with The City of Seattle, as Grantee, recorded under King County Recording Number 8604081186, conveying approximately 28,900 square feet of real property in fee simple, together with a permanent easement to protect the health standards and safety of the wells and a permanent easement for ingress and egress, to the City, as legally described and depicted in Attachment 2 to this ordinance.

Section 3. The real property rights and interests conveyed by the Warranty Deeds referenced and accepted in this ordinance shall be placed under the jurisdiction of Seattle Public Utilities.

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

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

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

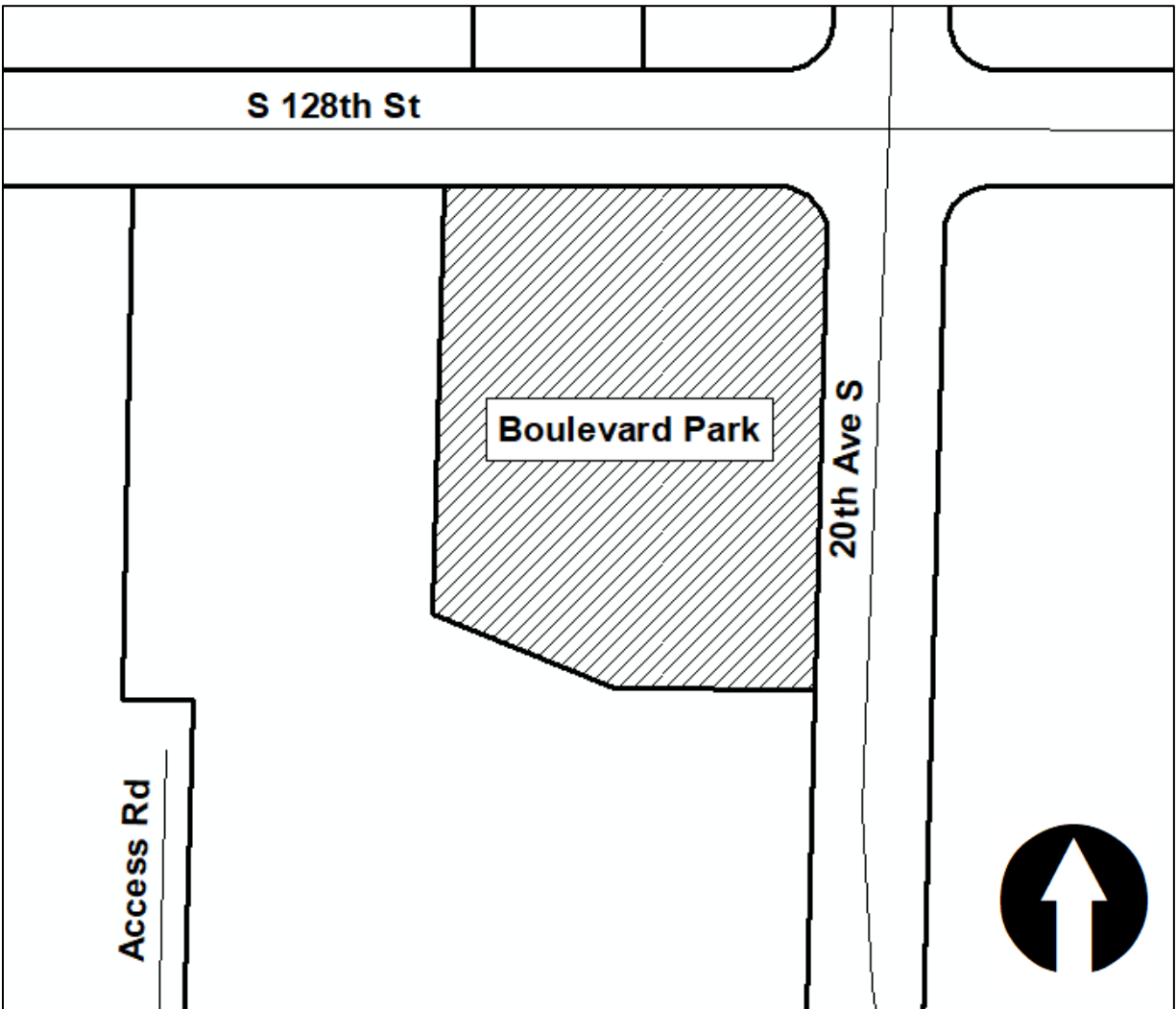
Attachment 1 - Boulevard Park Legal Description and Map

Attachment 2 - Glacier Park Legal Description and Map

Attachment 1 – Boulevard Park Legal Description and Map

PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF 20TH AVENUE SOUTH WITH THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG SAID CENTER LINE OF 20TH AVENUE SOUTH TO THE SOUTH LINE OF THE NORTH 290 FEET OF SAID NORTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 30 FEET TO THE WEST MARGIN OF 20TH AVENUE SOUTH AND THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST MARGIN A DISTANCE OF 235 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET TO A POINT OF TANGENCY WITH THE SOUTH MARGIN OF SOUTH 128TH STREET; THENCE WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 175 FEET; THENCE SOUTH PARALLEL WITH SAID WEST MARGIN A DISTANCE OF 221.5 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO AN INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 290 FEET OF SAID NORTHWEST QUARTER, SAID INTERSECTION BEING DISTANT 105 FEET WEST OF THE TRUE POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 105 FEET TO THE TRUE POINT OF BEGINNING.



(not to scale)

12815 20TH AVE S

City of SeaTac

Parcel Number 162304-9406

Attachment 2 – Glacier Park Legal Description and Map

Property Legal

THE SOUTH 140 FEET OF THE NORTH 302 FEET OF THE EAST 193.5 FEET OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., AND THE SOUTH 140 FEET OF THE NORTH 302 FEET OF THE WEST 6.5 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16, AND

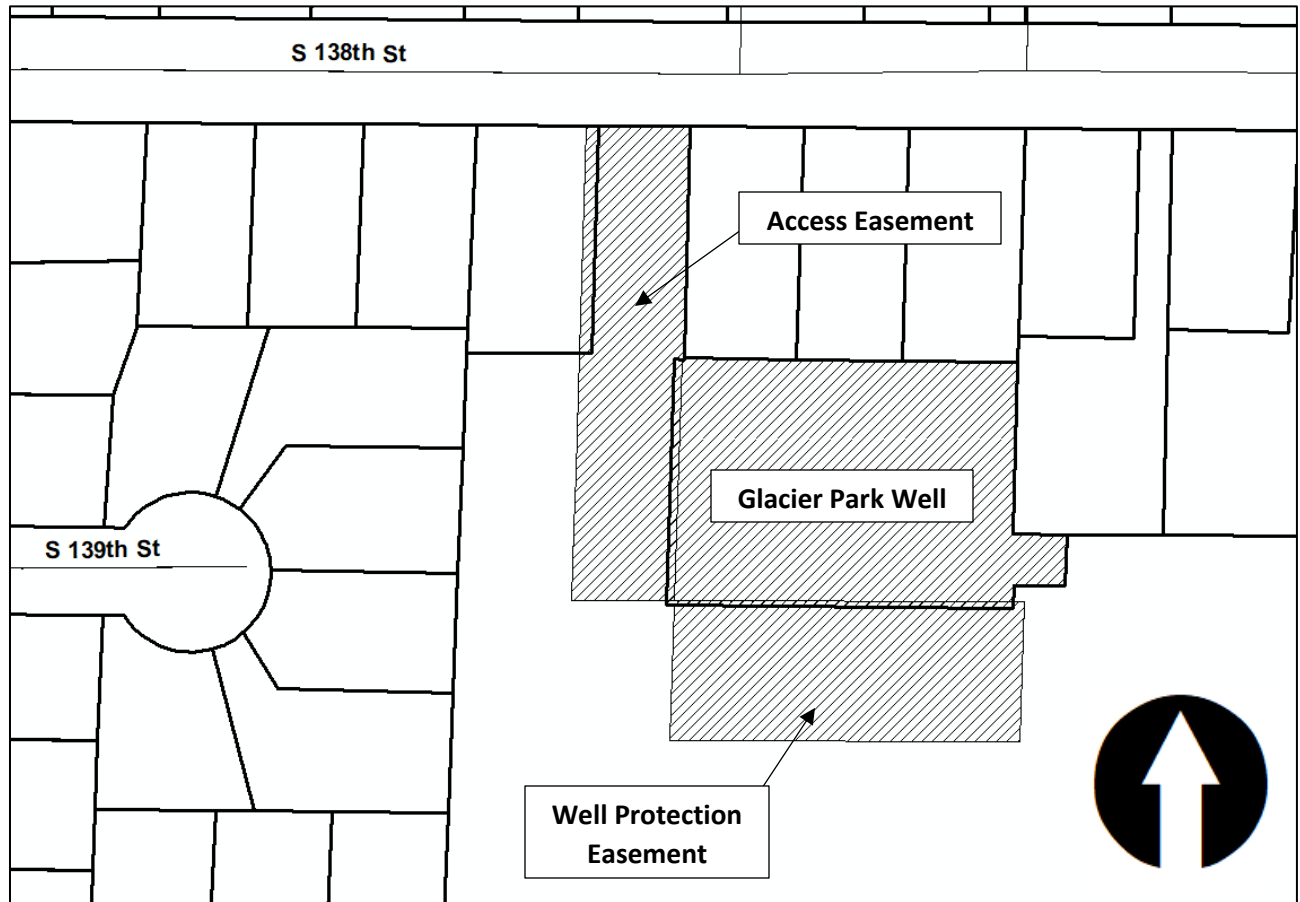
THE SOUTH 30 FEET OF THE NORTH 290 FEET OF THE EAST 30 FEET OF THE WEST 36.5 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.

Well Protection Easement

THE SOUTH 80 FEET OF THE NORTH 382 FEET OF THE EAST 193.5 FEET OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., AND THE SOUTH 80 FEET OF THE NORTH 382 FEET OF THE WEST 6.5 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16.

Access Easement

THE EAST 60 FEET OF THE WEST 132 FEET OF THE SOUTH 272 FEET OF THE NORTH 302 FEET OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., EXCEPT PORTION THEREOF LYING WITHIN THE SOUTH 140 FEET OF THE NORTH 302 FEET OF THE EAST 193.5 FEET OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16.



(not to scale)

S 138TH ST

SeaTac

Parcel Number 162304-9405

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Jacques Rodriguez / 4-7563	Akshay Iyengar / 4-0716

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

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; accepting two deeds for real property acquired for the purpose of installing and operating ground water wells or waterworks to provide potable water in connection with the Highline Well Field project identified in the 1985 Seattle Comprehensive Regional Water Plan and situated in Section 16, Township 23 North, Range 4 East, King County, Washington; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: The Highline School District in 1986 sold the City property and property rights for two parcels in SeaTac for approximately \$140,000.

However, the City did not accept these deeds as required by City ordinance and SPU believes it is in the best interest of the City to perfect these property rights.

This legislation would authorize the City to accept the two deeds for the two properties.

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.
- b. Is a public hearing required for this legislation?
No.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.
- d. Does this legislation affect a piece of property?
Yes, maps of the properties are attached 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?**
Not applicable.

f. **Climate Change Implications**

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

No.

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

No.

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

Not applicable.

Summary Attachments:

None.

Glacier and Boulevard Park Wellfield Parcels

Seattle City Council
Transportation & Seattle Public Utilities
Committee

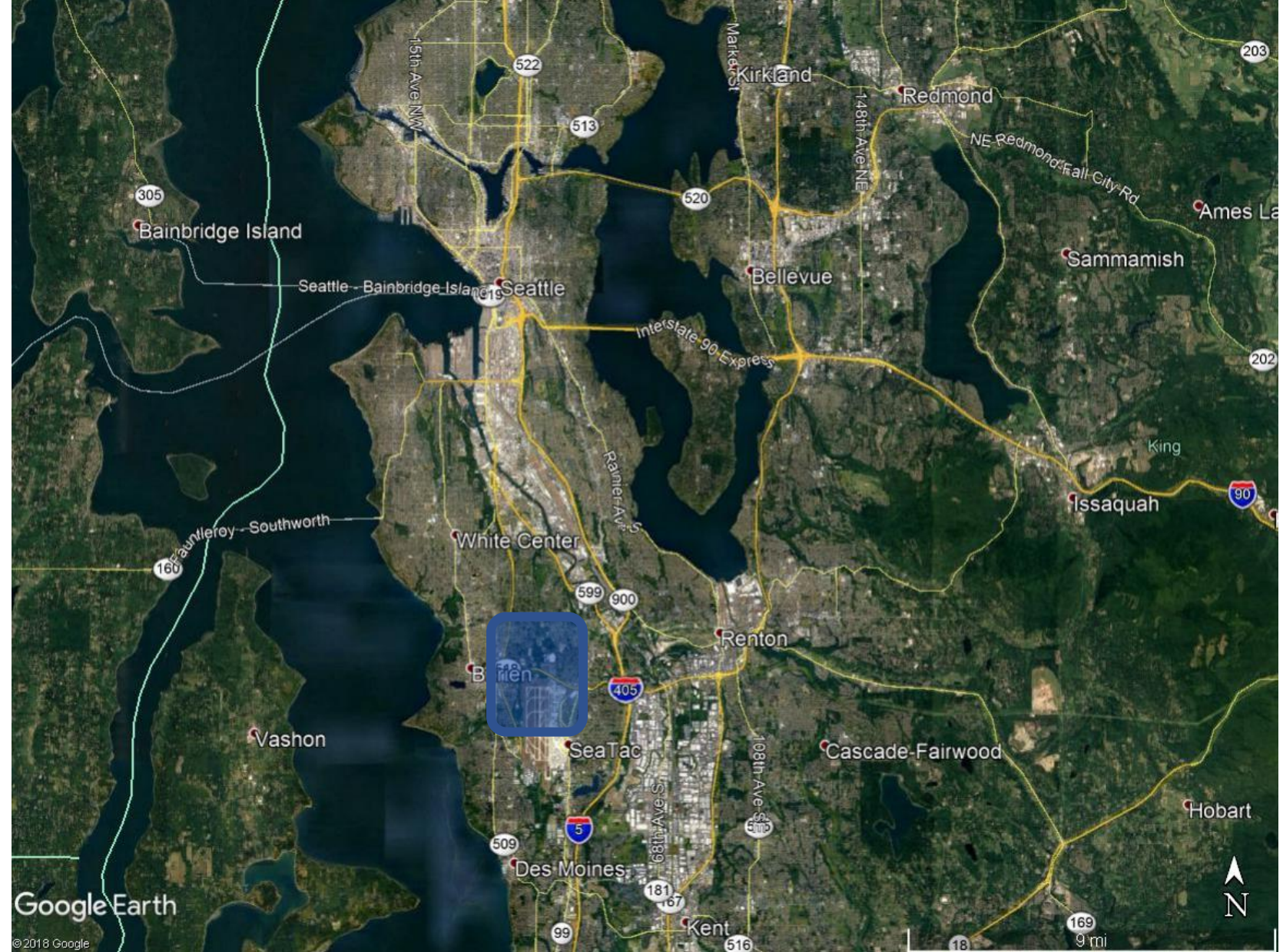
7 June 2022

Purpose of Legislation

- This legislation will accept two deeds for real property acquisitions where SPU has installed, tested, and operated ground water wells in connection with the Highline Well Field project.

Project Location

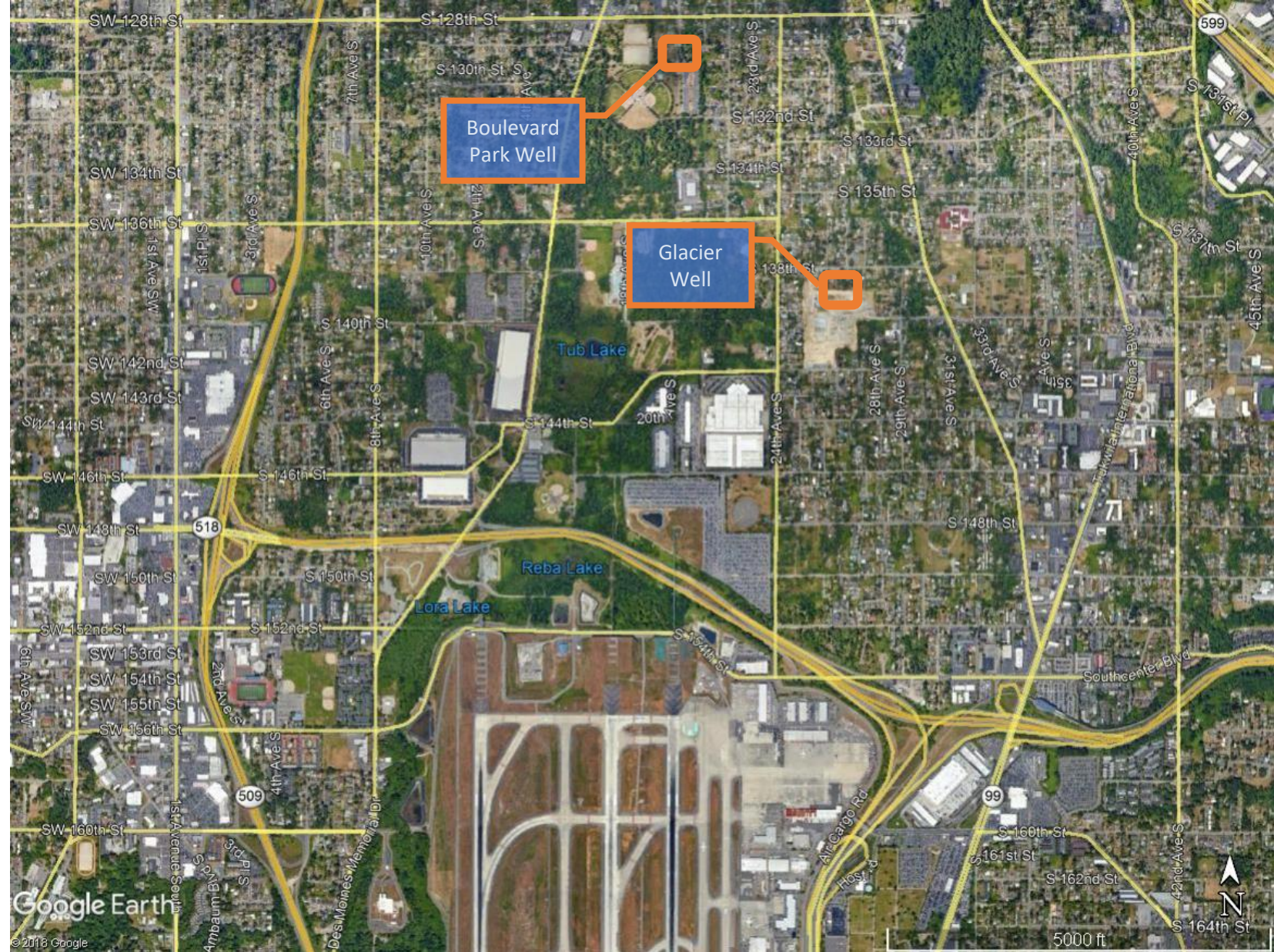
City of SeaTac



Wells

Boulevard Park Well
Glacier Well

- SPU uses Blvd Park Well for drinking water supply
- Glacier Well is maintained and monitored for potential future use
- Both wells are for emergencies and limited term uses



Property Acquisitions

- The City purchased properties from the Highline School District in 1986
- Boulevard Park Well: Purchase Price \$80,350
- Glacier Well: Purchase Price \$59,600

Benefits

- Clarifies ownership for Highline School District
- Updates SPU Real Property Records
- Meets City of Seattle Municipal Code requirements
- Prepares for potential future uses

Questions?