



SEATTLE CITY COUNCIL

Transportation and Seattle Public Utilities

Agenda

Tuesday, September 20, 2022

9:30 AM

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

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

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

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Council Chamber Listen Line: 206-684-8566

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SEATTLE CITY COUNCIL
Transportation and Seattle Public Utilities
Agenda
September 20, 2022 - 9:30 AM

Meeting Location:

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

Committee Website:

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

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

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

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

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

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [Appt 02355](#) **Appointment of Nigel Barron as member, Seattle Freight Advisory Board, for a term to May 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

2. [Appt 02356](#) **Appointment of Kristal Fiser as member, Seattle Freight Advisory Board, for a term to May 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

3. [Appt 02357](#) **Appointment of Daniel J. Kelly as member, Seattle Freight Advisory Board, for a term to May 31, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

4. [Appt 02358](#) **Appointment of Rachael Ludwick as member, Seattle Freight Advisory Board, for a term to May 31, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

5. [Appt 02359](#) **Appointment of Dan McKisson as member, Seattle Freight Advisory Board, for a term to May 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

6. [Appt 02360](#) **Appointment of Stanley W. Ryter as member, Seattle Freight Advisory Board, for a term to May 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

7. [Appt 02362](#) **Appointment of Eric Wright as member, Seattle Freight Advisory Board, for a term to May 31, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

8. [Appt 02363](#) **Appointment of Howard Victor Agnew as member, Seattle Freight Advisory Board, for a term to May 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

9. [Appt 02378](#) **Appointment of Al Muelhenbruch as member, Seattle Freight Advisory Board, for a term to May 31, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Christopher Eaves, Seattle Department of Transportation

10. [Appt 02349](#) **Appointment of Ty Bottorff as member, Seattle Bicycle Advisory Board, for a term to August 31, 2023.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Simon Blenski, Seattle Department of Transportation

11. [Appt 02350](#) **Appointment of Peter Bryan as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Simon Blenski, Seattle Department of Transportation

12. [Appt 02351](#) **Appointment of Max J. Green as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Simon Blenski, Seattle Department of Transportation

13. [Appt 02352](#) **Appointment of Quinn Thomas Kelly as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Simon Blenski, Seattle Department of Transportation

14. [Appt 02353](#) **Appointment of Donna McBain Evans as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Simon Blenski, Seattle Department of Transportation

15. [Appt 02354](#) **Appointment of Christine C. Stawitz as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Simon Blenski, Seattle Department of Transportation

16. [Appt 02379](#) **Appointment of Joseph Roberts as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.**
- Attachments:* [Appointment Packet](#)
- Briefing, Discussion, and Possible Vote**
- Presenter:** Simon Blenski, Seattle Department of Transportation
-
17. [Appt 02367](#) **Appointment of Ashwin Christopher Miller as member, Seattle Transit Advisory Board, for a term to August 2, 2024.**
- Attachments:* [Appointment Packet](#)
- Briefing, Discussion, and Possible Vote**
- Presenter:** Cliff Mountjoy-Venning, Seattle Department of Transportation
-
18. [Appt 02364](#) **Appointment of Ashwin Bhumbra as member, Seattle Transit Advisory Board, for a term to August 2, 2024.**
- Attachments:* [Appointment Packet](#)
- Briefing, Discussion, and Possible Vote**
- Presenter:** Cliff Mountjoy-Venning, Seattle Department of Transportation
-
19. [Appt 02365](#) **Appointment of Joshua Cooper Hirschland as member, Seattle Transit Advisory Board, for a term to August 2, 2024.**
- Attachments:* [Appointment Packet](#)
- Briefing, Discussion, and Possible Vote**
- Presenter:** Cliff Mountjoy-Venning, Seattle Department of Transportation

20. [Appt 02366](#) **Appointment of Christiano Martinez as member, Seattle Transit Advisory Board, for a term to August 2, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Cliff Mountjoy-Venning, Seattle Department of Transportation

21. [Appt 02368](#) **Reappointment of Sandro R. Pani as member, Seattle Transit Advisory Board, for a term to August 2, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Cliff Mountjoy-Venning, Seattle Department of Transportation

22. [Appt 02380](#) **Reappointment of Arthur Kuniyuki as member, Seattle Transit Advisory Board, for a term to August 2, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote

Presenter: Cliff Mountjoy-Venning, Seattle Department of Transportation

23. [CB 120419](#) **AN ORDINANCE relating to the State Route 520 Bridge Replacement and High Occupancy Vehicle Program; authorizing execution of an amendment to General Maintenance Agreement GMB 1094 between The City of Seattle and the State of Washington, to add the Portage Bay Bridge and Roanoke Lid Project.**

Attachments: [Att 1 – Amendment No. 1, General Maintenance Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A - General Maintenance Agreement \(GMB 1094\)](#)

[Summary Att B - Draft Design Build Procedures](#)

[Central Staff Memo 9/20/22](#)

[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenters: Jon Layzer and Ganth Lingham, Seattle Department of Transportation; Omar Jepperson and Dawn Yankauskas, Washington State Department of Transportation

24. [CB 120410](#) **AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; revising rates and charges for solid waste services; revising credits to low-income customers for solid waste services; and amending Sections 21.40.050, 21.40.060, 21.40.070, 21.40.080, 21.40.085, and 21.76.040 of the Seattle Municipal Code.**

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Ex A - 2023-2025 Solid Waste Rate Study v3](#)

[Central Staff Memo 9/20/22](#)

[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Brian Goodnight, Council Central Staff

25. [CB 120417](#) **AN ORDINANCE relating to drainage services of Seattle Public Utilities; adjusting drainage rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.33.030 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income drainage customers.**

Supporting

Documents:

[Summary and Fiscal Note](#)

[Presentation](#)

[Central Staff Memo 9/20/22](#)

Briefing, Discussion, and Possible Vote

Presenters: Andrew Lee, General Manager and CEO, and Maria Coe, Seattle Public Utilities

26. **Draft Legislation relating to wastewater services of Seattle Public Utilities; adjusting wastewater rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.28.040 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income wastewater customers.**

Supporting

Documents:

[Draft Legislation](#)

[Draft Summary and Fiscal Note](#)

[Presentation](#)

Briefing and Discussion

Presenters: Andrew Lee, General Manager and CEO, and Maria Coe, Seattle Public Utilities

27. Shared Transit Stops

Supporting
Documents: [Presentation](#)

Briefing and Discussion

Presenters: Candida Lorenzana, Benjamin Smith, and Michelle Abunaja, Seattle Department of Transportation

28. Long-term Recommendations for Safe Start Permitting

Supporting
Documents: [Draft Legislation](#)
[Draft Fee Schedule](#)
[Draft Summary and Fiscal Note](#)
[Central Staff Memo 9/20/22](#)
[Presentation](#)

Briefing and Discussion

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

E. Adjournment



Legislation Text

File #: Appt 02355, **Version:** 1

Appointment of Nigel Barron as member, Seattle Freight Advisory Board, for a term to May 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Nigel Barron</i>		
Board/Commission Name: <i>Seattle Freight 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 6/1/2022 to 5/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Des Moines</i>	Zip Code: <i>98198</i>	Contact Phone No.: [REDACTED]
Background: <i>Nigel is employed in a Ballard manufacturing facility that uses Seattle's over-legal permitting system to move product in/out/around Seattle. He is also keenly aware of housing needs, the reduction of industrial lands, and truck parking impacts Seattle's neighborhoods.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

Nigel Barron



Education/Professional Organizations

Pacific Lutheran University	2004
<i>Master of Arts in Education</i>	
Pacific Lutheran University	1998
<i>Bachelor of Arts in Communication (Public Relations)</i>	
Pacific Lutheran University	1998
<i>Bachelor of Arts in Political Science (International Relations)</i>	

Published Materials:

- ◆ 1996 Northwest Communication Association Convention: "*Publish or Perish? Rhetorical Implications of the Unabomber's Manifesto.*"
- ◆ 1996 Guest Editor for *The Matrix* campus magazine, and author of a piece entitled "*Militia's Assault on Democracy.*"
- ◆ 2004 *Teaching Leadership to Middle Level Students*

Chronological Work Experience:

CSR Marine Inc. Tacoma, WA

Manager **July 2005 – Present**

- ◆ Perform all aspects of boat rigging and maintenance.
- ◆ Commissioning of new boats, including calibration of instruments, submitting warranty claims, and troubleshooting systems.
- ◆ For various clients, oversee the process new boats arriving, from checking in new boats arriving via trailer and working with shippers to repair any damage, to the final billing and warranty follow-up.

S/V Artemis Seattle, WA

Skipper **August 2004- Present**

- ◆ Maintain a 53' racing sailboat that races both locally and to Hawaii
- ◆
- ◆

Pacific Lutheran University Tacoma, WA

Graduate Fellow/Assistant Debate Coach **September 2003- July 2004**

- ◆ Took Argumentation students from no competitive debate experience to proficient speakers, ultimately competing in a College tournament in an eight-week period.
- ◆ Worked with these students on all aspects of competitive speaking, from the creating to the refutation of arguments.
- ◆ Tournament administrator for a 1200 person Invitational, overseeing all aspects of the tournament administration, including pioneering use of online registration for the tournament.

Meeker Middle School Tacoma, WA

- ◆ Student teaching for the full year in both a Language Arts class and Social Studies class. Wrote lesson plans, assessed student work, managed classroom behavior, and collaborated with both mentor teachers and peers throughout the year on creating a collaborative and effective learning environment.
- ◆ Work on various committees to help increase student involvement and learning via the School Improvement Process and work on the Meeker Leadership Team.
- ◆ Demonstrated consistent and strong teaching ability while maintaining a high GPA in Masters level classes.

Swedish Medical Center
Seattle, WA

Internal Consultant/Educator**April 2002 – May 2003**

- ◆ Developed and delivered a training program designed for 6,800 employees on use of the Kronos Time and Attendance System. Responsible for curriculum design, creation of materials, scheduling, training results assessment, and as-needed program modifications to meet the needs of the diverse target audience.
- ◆ Resource for managers and exempt employees on effective use of the Kronos product. Responsible for troubleshooting all problems as presented. The role has required that I comprehend the product, its uses, limitations, and requirements in a limited period of time and facilitate distribution of information and overall integration of Kronos into the company's organizational environment.

Dorsey & Whitney, LLP.
Seattle, WA

Case Assistant, Trial Group**Nov. 2001 – April 2002**

- ◆ Collaborated with paralegals on various aspects of case operations including coding, trial preparation, and provided training on electronic database management.
- ◆ Assisted with research on a various cases both electronically and in files.
- ◆ Managed accounts with outside vendors around the Northwest in order to assure timely and accurate preparation of case documents.

American Legal Copy, LLC.
Seattle, WA

Project/Account Manager, Imaging Department**Nov. 2000 – Oct. 2001**

- ◆ Hired and trained all members of the Imaging Department.
- ◆ Coordinated with local law firms to set up the imaging and coding processes for cases of varying size, including several cases over 500,000 pages in length.
- ◆ Trained American Legal Copy sales team and local law firms on the effective use and benefits of electronic imaging for case files.

Swedish Medical Center
Seattle, WA

Human Resources Customer Service Representative**1999 - Oct. 2000**

- ◆ Initial point of contact for all Human Resource matters at a medical center with 6800 employees. Responsibilities included training, and policy/procedure interpretation.
- ◆ Responded to all questions regarding the hospital's health and retirement plans.
- ◆ Instituted an on-line Washington State Patrol criminal background check for all new hire employees.
- ◆ Role required ability to work on multiple issues simultaneously while addressing employee questions and complaints both from telephone calls and walk-ins

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

G List *gender*, **M= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary, **O**= Other, **U**= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02356, **Version:** 1

Appointment of Kristal Fiser as member, Seattle Freight Advisory Board, for a term to May 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kristal Fiser</i>		
Board/Commission Name: <i>Seattle Freight 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: * 6/1/2022 to 5/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>West Seattle</i>	Zip Code: <i>98136</i>	Contact Phone No.: [REDACTED]
Background: <i>Kristal Fiser has worked with UPS in multiple roles from implementing technological solutions to sales and government affairs. She has a keen interest in the changes that COVID has wrought on peoples' access to goods and services, especially in urban areas such as Seattle. Kristal has represented UPS in the University of Washington's Urban Freight Lab which helped us better understand e-cargo bike delivery of goods, and her company's acquisition and use of electric vehicles will provide valuable perspective as Seattle and the nation move towards a green transportation system.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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



Kristal Fiser

Profile

- As a proven professional at United Parcel Service for over 25 years I have established the reputation as an individual who is a thought leader, can prioritize requests, make informed decisions, uses an influential communication style and stays composed under conditions of extreme pressure.

Key Attributes

- Incredible Planning and Organizational Skills – Including Strategic Planning
- Persuasive Leadership Skills
- Superior Networking and Interpersonal Skills
- Exceptional Written and Oral Communication Skills
- Tremendous Motivational Skills
- Remarkable Strategic Thinking Skills – Considers Business Issues from Multiple Perspectives
- Relentlessly Strives for Self-Development

Affiliations

- Current Board Memberships
 - Alaska Trucking Association
 - Idaho Trucking Association
 - Montana Trucking Association
 - Oregon Trucking Association
 - Washington Trucking Association
 - Washington Council on International Trade
 - Wyoming Trucking Association

Education

Bachelor of Arts in Social Sciences – Washington State University ▪ 1992
Master of Public Administration – Seattle University ▪ 1998

UPS Professional Experience

Director State Government Affairs – 2014-present

Responsibilities:

- Responsible for UPS's legislative and advocacy initiatives across Washington, Alaska, Idaho, Montana, Oregon, and Wyoming for public policy matters covered at local, state and federal levels
- Responsible for Cross-Functional Communication and Coordination with internal and external entities regarding UPS's public policy strategy
- Responsible for the Field Coordination of UPS management employees who support UPS's grassroots relationships with federal members of Congress

Sales Operations Manager – 2010-2014

Responsibilities:

- Responsible for leading, providing direction and support for 113 Business Development personnel, which includes; 1 Managing Director of Business Development, 2 Director of Sales, 13 Sales Managers and 83 Sales Resources
- Responsible for the support of a business plan of \$2.1 billion in annualized revenues
- Responsible for Analytics and Forecasting, Process and Procedure and all Sales Performance Reporting and monitors execution in accordance with Corporate guidelines
- Responsible for Field Coordination to ensure timely and consistent deployment of all Communications and Sales Related Programs
- Responsible for Cross-Functional Communication and Coordination with District Staff, Marketing, Finance, Operations, UPS Freight, UPS Capital, Solutions and Forwarding and Distribution
- Responsible for Sales Compensation and accurate disbursement to all Middle Market Sales Resources
- Responsible for the coordination of all District Customer Entertainment events and expenditures
- Serves as the Hiring Manager for Business Development and staffing 83 customer facing sales resources

Area Sales Manager – 2006-2010

Responsibilities:

- Managed a team of 7 sales professionals, 2 Senior Account Executives and 6 Key Account Executives responsible for \$34 million in annualized sales
- Responsible for working with the team in developing strategies and deployment models for customers in an effort to grow revenue streams for UPS
- Responsible for educating, developing and training sales resources on selling the entire UPS portfolio of services
- Sales Professionals who reported to me were responsible for all of the largest accounts in Central to Eastern Washington and Northern Idaho

Senior Account Executive/Key Account Executive – 2001-2006

Responsibilities:

- Responsible for achieving assigned sales plan by generating profitable UPS revenue growth through the development of new business and the retention of existing within assigned account base worth \$10 million in annualized sales
- Responsible for analyzing a customer's supply chain needs to create appropriate solutions and promptly respond to customer's requests
- Successfully built partnerships with key stakeholders at all levels of a customer's organization to cultivate relationships and generate revenue opportunities across the entire UPS portfolio

Professional Services Manager – 2000-2001

Responsibilities:

- Managed a team of 7 Professional Services Consultants, supporting both paid and non-paid engagements, who were responsible for the evaluation of a customer's supply chain and recommending the optimal solution to contribute to a customer's bottom line
- Crafted customized processes to enhance efficiencies and optimize resources to enhance a customer's working capital
- Responsible for UPS Internal Business Processes of implementing solutions to ensure customer's provided daily upload of electronic manifests as well as the use of Smart Label technology

Professional Services Supervisor – 1995-2000

Responsibilities:

- Served as a consultant to customer facing Sales Resources in positioning the value of the UPS Technology Solutions
- Administered the OnLine Computer System budgeting and appropriation process for District Customer Accounts while coordinating with District Management, Business Development, Technology Support Group and Finance
- Coordinated with the District Sales Training Manager to provide Sales Resources with training in OnLine capabilities and procedures
- Directed the installation, replacing and testing of UPS OnLine Computer systems

Letter Center Intern – 1993-1995

Responsibilities:

- Developed Marketing Strategy for the deployment of UPS Drop Boxes in the Greater Seattle Area
- Executed Sales in driving the initial growth of UPS's small business retail channel
- Responsible for the demonstration, installation and support of UPS's first automated shipping management systems

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
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6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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Legislation Text

File #: Appt 02357, **Version:** 1

Appointment of Daniel J. Kelly as member, Seattle Freight Advisory Board, for a term to May 31, 2023.

The Appointment Packet is provided as an attachment.

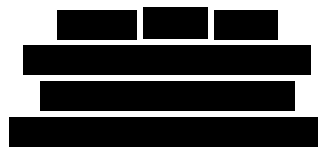


City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Daniel J. Kelly</i>		
Board/Commission Name: <i>Seattle Freight 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 6/1/2021 to 5/31/2023 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Federal Way</i>	Zip Code: <i>98003</i>	Contact Phone No.: [REDACTED]
Background: <i>Daniel Kelly has decades of experience in the freight industry and is currently the Vice President of Freight Operations at Alaska Marine Lines.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

Daniel J. Kelly



Employment History

Vice President – Freight Operations 2017 - Present

Alaska Marine Lines | Seattle, Washington

Directs, administers, and coordinates the Freight Operations activities of the company in support of policies, goals, and objectives established by the President and the Board of Directors by performing the following duties personally or through subordinate managers:

- Plans, directs, develops and implements programs and procedures for efficient Freight Operations in compliance with company policies and goals.
- Plans, directs and manages the Equipment Control Department, the Hawaii Service Center and the Seattle SE CFS Department.
- Plans, directs, develops and implements programs and procedures for efficient operation of Equipment Control in compliance with company policies and goals.
- Management and oversight of all Alaska Marine Lines IT projects related to Freight Handling and Tracking.
- Implements consistent processes across all AML and Service Partner Service Centers related to handling and tracking freight movements from origin to destination.
- Ensures that AML Freight Processes are in alignment with other Lynden operating company processes.
- Evaluates the results of overall Freight Operations regularly and systematically and reports these results to the president. Reviews and analyzes reports such as revenue, cost, and performance records. Directs compilation and preparation of statistical surveys to evaluate operations and recommend changes.
- Participates in formulating policies and developing long-range goals and objectives. Reviews analyses of activities, costs, operations, and forecast data to determine progress toward stated goals and objectives.

General Manager 2000 - 2017

Alaska Marine Trucking, LLC | Ketchikan, Alaska

Responsible for the day-to-day operation and administration of a freight handling company with eight locations in Southeast Alaska in addition to the duties and responsibilities of the Ketchikan Service Center Manager.

Education

Lincoln Land Community College | Springfield, Illinois | 1982-1983

Associate of Science

Board Experience

Southeast Alaska Petroleum Response Organization | 2004 to present

State of Alaska Marine Transportation Advisory Board | 2010-2017

City and Borough of Ketchikan Planning Commission |

Various Community and Civic Organizations

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02358, **Version:** 1

Appointment of Rachael Ludwick as member, Seattle Freight Advisory Board, for a term to May 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Rachael Ludwick</i>		
Board/Commission Name: <i>Seattle Freight 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 6/1/2021 to 5/31/2023 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>North Beacon Hill</i>	Zip Code: <i>98144</i>	Contact Phone No.: [REDACTED]
Background: <i>Rachael works in SODO, does not own a vehicle, and travels on public transit. She understands the need for improved infrastructure in industrial areas and recognizes that freight, from vans to semis, must work with all modes and support all people.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

RACHAEL LUDWICK



Over twenty years of experience in software development in retail, finance, telecommunications, and consumer electronics for both backend and frontend.

EXPERIENCE

12/2015-PRESENT GLOWFORGE PRINCIPAL SOFTWARE ENGINEER

Lead developer building and maintaining cloud service software to drive an internet-connected home laser cutter and engraver. At times managed up to four team members. Primary lead and owner of major components of machine-server interaction, job processing, subscriptions, design management, motion planning and systems operations. Major personal development achievements include building a new engraver subsystem to support higher quality engraves, a re-architected motion planner to support greater flexibility, system metrics and logging throughout stack and Rails 5 migration, among many others.

12/2009-12/2015 AMAZON.COM SENIOR SOFTWARE ENGINEER

Founding member and technical leader for the Vertical Stores team (2014-present), building features for Outdoors and other categories in a cross-functional (dev, design, product management) team. Define and deliver features for the retail website on both mobile and desktop including a category page layout and a data-driven product information widget. Make high-level technical decisions such as technology stacks, integration test and deployment architecture, etc. Drive quality in a complicated website application stack with team owning features on several pages including browse and product detail. Provide guidance for other teams within the larger organization.

In Search Data Aggregation team (2012-2014), built features in a highly available, event-driven system populating product, offer and merchant information for Search using both a non-relational stack and legacy Oracle-based implementation. Worked with partner teams to define and develop the replacement platform for event-driven applications.

In Product Aggregator team (2009-2012), led and drove better test and operational practices, built features, planned major migrations and fixed significant performance and availability issues on critical website services vending product information for search, product and other pages. Served as one of the main contacts for internal customers and other development teams.

Mentorship and leadership: mentored numerous junior developers within my teams. Mentored outside my team including women interns through the Amazon Women in Engineering intern mentor program as

well as junior developers from other teams. Member of the Amazon Women in Engineering leadership team (2012-present), helping set direction and run events and programs.

Recruiting and hiring: Interviewed candidates regularly for my teams and became an organization-wide interviewer which requires additional training to lead the hiring decision while maintaining a high but fair assessment. Advocate for better interviewing and recruiting practices.

04/2008-12/2009 SONY CORPORATION OF AMERICA SOFTWARE ENGINEER

Developed and integrated a C++ client (for Linux and PS3) to online media store and a custom test server to drive automated testing. Improved and automated unit testing on a large existing set of components, including addition of code coverage and profiling.

Extended, maintained and added components in a large suite of media-related and infrastructure libraries to fulfill requests from internal groups developing consumer applications for PlayStation 3 and personal computers. Mentored and assisted QA engineers in creating tests and running applications.

04/2004-04/2008 KABIRA TECHNOLOGIES SENIOR CONSULTING ENGINEER

Kabira Technologies was the creator of the Kabira Transaction Platform (KTP), a proprietary C++-like language and platform for high-speed, transactional, highly-available, multi-threaded development of object-oriented applications, primarily for use in financial and telecommunications networks. Kabira has since joined Tibco.

Led development for a highly available, high performance credit authorization gateway for deployment in the Japanese market to link the CAFIS network to the Chinese CUPS network. Developed a highly available logging component for addition to KTP for ensuring logged records were written only once for all committed transactions even during a node failure.

Led a mixed software development team of Kabira engineers and application developers from a telecommunications hardware and software company to make an INAP to SIP gateway. Developed correlation and routing features for a messaging, charging and location services gateway application intended for deployment between a unified web front end and legacy network elements (using protocols SMPP, Nokia EAI, MLP, and Ericsson Diameter). Provided technical mentoring to coworkers across departments. Regular reviewer of design and implementation of upcoming product features.

06/2001-04/2004 MEHL, GRIFFEN AND BARTEK, LTD. DEVELOPER

Developed a browser user interface using PHP and Javascript for a U.S. Air Force procurement workflow application. Wrote and executed a test plan for Win32 workflow application for previous version of above system. Developed user interface elements and backing implementation (table display, splash screen, search features) using MFC in Visual C++.

12/1997-12/1999 UNIVERSITY OF ARIZONA, ASTRONOMY DEPARTMENT STUDENT PROGRAMMER

Maintained several Red Hat Linux 6 machines for use by graduate students and professors. Maintained and improved a C language iterative deconvolution program being developed as part of a optics research program. Developed a CGI Perl web application for image archiving.

EDUCATION

BS in Computer Science, Minor in Mathematics

May 2001

University of Arizona, Tucson, Arizona

SKILLS

GENERAL

Service-oriented architectures, object-oriented software design and development, requirements analysis, developer and customer support, test-driven development, continuous build and deployment, legacy code archaeology, operations and issue analysis, performance testing and application profiling.

LANGUAGES

Ruby, Rust, Python, Java, JRuby, Javascript, Perl, C, C++, PHP, Shells (zsh, bash, ksh), Kabira Action Language.

PLATFORMS, FRAMEWORKS & OPERATING SYSTEMS

Kubernetes, Docker, Google Cloud, Ruby on Rails, Python Flask and Gunicorn, Tomcat, SpringMVC, Jekyll, Pebble SDK, Mason. Linux (Ubuntu, Red Hat), Solaris, PlayStation 3 (CellOS).

OTHER

HTML, CSS, SASS, jQuery, git, CVS, Perforce, Subversion, dbx, gdb, Oracle, PL/SQL, sqlite, MFC, UML, Rational Purify, gcc/g++, Sun Studio (Forte), Microsoft Visual Studio.

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02359, **Version:** 1

Appointment of Dan McKisson as member, Seattle Freight Advisory Board, for a term to May 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Dan McKisson</i>		
Board/Commission Name: <i>Seattle Freight 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: * 6/1/2022 to 5/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>SODO</i>	Zip Code: <i>98134</i>	Contact Phone No.: [REDACTED]
Background: <i>Dan is a strong labor representative leading/advising multiple locals involved in the goods movement industries. He is passionate about the local and national labor shortages and is keenly aware that the BIPOC communities rely on, and sacrifice for, the living wage jobs offered in goods movement.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

Biography of Dan McKisson
ILWU Local 19, Seattle
President, Washington Area District Council
Coast Legislative Committee Chairman

Dan McKisson is a member of ILWU Local 19, Seattle. He has worked as a full time longshoreman since 1998 and has worked most jobs at the port as he moved up in seniority and is a certified crane operator. He has worked as an elected Dispatcher in Local 19 since 2010.

Mr. McKisson was elected to the Washington Area District Council in 2005 and has served as president since 2011. He has served as an elected Delegate since 2007 and has been a member of the Coast Pension and Welfare Committee during that time. He has been a member of the Coast Legislative Action Committee since 2014 and is the current Chairperson. He was elected to the International Executive Board in 2018 and serves as a Trustee. In the past he has also served as the Local 19 Washington Area Labor Relations Committee member and as a member of the Longshore Tech Committee.

Mr. McKisson has served as a representative of the ILWU on the Washington State Freight Advisory Committee, Seattle Freight Advisory Board, Puget Sound Regional Freight Policy Board and the Washington State Freight Stakeholders Group. He currently serves on the PNWH2 board.

Before working as a full time Longshoreman Mr. McKisson worked in the Railroad Intermodal services industry in Seattle, Chicago, Boston, Portland and Atlanta.

Mr. McKisson brings broad practical and political experience to the table when advocating for workers, ports and the movement of freight and the infrastructure needed for an efficient and safe logistics system.

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02360, **Version:** 1

Appointment of Stanley W. Ryter as member, Seattle Freight Advisory Board, for a term to May 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Stanley W. Ryter</i>		
Board/Commission Name: <i>Seattle Freight 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 6/1/2022 to 5/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Green Lake</i>	Zip Code: <i>98103</i>	Contact Phone No.: [REDACTED]
Background: <i>Stan Ryter is a civil engineer with decades of experience working on large projects including the Alaskan Way Tunnel and bridge design projects. He works with both Seattle and Tacoma Ports in terms of infrastructure and has been part of the Clean Truck program at both ports.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

STANLEY W. RYTER, P.E., PMP



Objective

Actively seeking a position on the City of Seattle Freight Advisory Board where I can use my experience in transportation and infrastructure project management, stakeholder management, knowledge of engineering design, experience with government processes and Port experience as well as my personal experience with City history to contribute and advise on freight mobility issues.

Key Qualifications

- Senior Project Manager for Port of Tacoma capital program
- Experience with presentations to elected officials
- Consulting Project Manager for clients such as WSDOT, SDOT, King County, Sound Transit and City of Spokane
- Built strong relations with clients, stakeholders, and team members to achieve desired outcomes
- Supervised and mentored internal staff on large projects
- Experienced interdisciplinary project manager
- 30+ year Seattle resident and avidly interested in the city, its neighborhoods and history

Education

MS, Civil Engineering, University of Washington, 1994

BS, Civil Engineering, University of Washington, 1992

Employment: Port of Tacoma July 2013 through Present

Senior Project Manager

- Supervises three project managers. Responsible for 30+ capital projects including design management, project funding and construction management.
- Pier 3 upgrade- Project Manager for \$15 million structural and electrical upgrade to the Pier 3 terminal to upgrade to "big ship ready"
- Pier 4 Demolition and Remediation: Project Manager for the \$12M project to remediate contaminated sediments and demolish pier.

Employment: KPFF Consulting Engineers July 2010 to January 2013

Project Manager

- Preliminary Plan Lead and Production Manager, SR 520 Floating Bridge and Landings, Kiewit/General/Manson

Employment: Parsons Brinckerhoff Consulting Engineers Inc. Ma, 1994 to May 2010

Supervising Structural Engineer

Certified Project Manager

Professional Associate

- Structural Engineering Manager – Spokane Street Viaduct Widening, Seattle DOT
- Project Manager for Freya Street Bridge Replacement, City of Spokane
- Program Manager – City of Seattle Seismic Bridge Retrofit Program Phase 2 Development
- Structural Project Manager, I-5 Ship Canal Bridge Noise Mitigation, WSDOT
- Project Manager – Harris Creek Bridge Replacement, King County

Professional Registrations

Professional Engineer: Washington, 1997 (#33797)

Project Manager Professional, PMI 2013- Present

Professional Associations

Active member American Public Works Association

Project Management Institute

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text


File #: Appt 02362, **Version:** 1

Appointment of Eric Wright as member, Seattle Freight Advisory Board, for a term to May 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Eric Wright		
Board/Commission Name: Seattle Freight 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 checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 6/1/2021 to 5/31/2023 <input checked="" type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Olympia	Zip Code:	Contact Phone No.: [REDACTED]
Background: Eric Wright has experience in supply chain logistics from package delivery and truck driving to large scale logistics, warehousing, and supply chain management. He understands the need to communicate not just the truckers' needs to Seattle but is committed to communicating Seattle's needs and goals back to the people making deliveries to our stores and homes.		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: Alex Pedersen Councilmember

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

Eric Wright



I am curious by nature and tend to ask asymmetrical questions. I find professional enjoyment in learning, puzzles, system design, behavioral economics, and the opportunity to execute process improvement to a positive result.

Washington Trucking Associations

Vice President

April 2021 – June 2022

Engaging with and listening closely to members of the WTA, hearing their concerns and desires drove my daily work. Creating and maintaining collaborative, educational environments for members and non-members, along with direct outreach to other supply chain stakeholders, was much of my focus at the Washington Trucking Associations. This included starting the Maintenance Manager & Technician Council, hosting a webinar series on zero-emission vehicles, and a putting together a variety of public and closed meetings.

Portland Container

Business Development

Aug 2016 – April 2021

Growth and success don't happen in a vacuum. Such was the case with my time at Portland Container. My role providing process design, technological support, and market intelligence was in an "act strategically, think tactically" paradigm. During my time at Portland Container, I developed and implemented unique rate calculation and customer quoting methodology, a holistic system based on internal constraints and market needs. I conducted strategic planning meetings leveraging a variety of analysis methods. I was also the initial lead on the acquisition and operational merger of a Tacoma based transportation provider.

Furniture Connexion

Business Process Manager

May 2014 - Aug 2016

While at Furniture Connexion I focused on logistics, trade compliance, and technology infrastructure. I used a people, process, and controls strategy to restructure and re-align the purchasing and logistics functions. This included hiring and training, implementation of new data systems, and creating new workflow patterns. A collaborative process for development, implementation, and change management was instituted across multiple departments. I lead data mining and reporting development. And I was also the principal contact for a large material casualty insurance claim resulting from a fire incident.

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02363, **Version:** 1

Appointment of Howard Victor Agnew as member, Seattle Freight Advisory Board, for a term to May 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Howard Victor Agnew</i>		
Board/Commission Name: <i>Seattle Freight 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 6/1/2022 to 5/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Lakewood</i>	Zip Code: <i>98498</i>	Contact Phone No.: [REDACTED]
Background: <i>Howard provides a decade of truck driver experience on Seattle's roads, and he is currently employed as a driver for a food distribution company. He holds a Commercial Driver's License and provides a window directly into the difficulties of delivering goods to people in Seattle's urban landscape.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

Howard Victor Agnew

Skills & Experience

- Class A Commercial Driver's License, obtained September 2015, current and valid with a current and valid Medical Card
- 5 years non-CDL professional driving experience driving personal vehicle in a sales route support position for Frito-Lay, Inc. as a merchandiser/detailer
- No tickets, out of service or at-fault accidents on current driving abstract, achieved through tight adherence to traffic safety laws (no "radar detectors") and consistent pre-trip vehicle inspections
- 4 years experience driving box trucks (Class B and Class C) and work/crew vans
- 1 year experience as a safety team member at an Amazon.com fulfillment center warehouse
- 1 year experience as a Technical Writer for an aerospace factory

Licenses/Certifications

- Class A Commercial Driver's License, and medical card (both current); training through Bates Vocational Technical College; South Campus; Tacoma, WA(<http://bates.ctc.edu>)

Work History

Courier Systems, Inc.(May 2019–Present), \$18-\$23/hour
Delivery Truck Driver (mostly Class B box trucks)
7250 S. 228th St.
Kent, WA 98032
(253) 480-2839

Courier Systems, Inc.(May 2017–May 2019), \$15-\$17/hour
Truck Driver (mostly 24-26' class C box trucks)
P.O. Box 111741
Tacoma, WA 98411
(253) 261-3392

Terra Staffing(Jan-May 2017), \$12-\$15/hour
Small truck delivery driver, General
Labor 1101 Broadway
Tacoma, WA 98402
(253) 568-8545

Lile North American Moving & Storage(Sep -Dec 2016),
\$16/hour
Truck Driver (Class
B) 20427 87th Avenue
South Kent, WA 98031
(800) 833-3510

Amazon.com(Nov 2013 – Sep 2015), \$12-\$15/hour
Fulfillment Associate (Warehouse)
1800 140th Ave E
Sumner, Washington 98390
(800) 324-4891

Frito-Lay, Inc.(Sept 2003 – Sept 2005 & April 2008 – Feb 2009),
\$12-\$14/hour
Merchandiser/Detailer (Sales Route support/driving position)
33910 9th Avenue S
Federal Way, WA 98003
(253) 924-0404

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

- 6 Mayor- appointed
- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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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 02378, **Version:** 1

Appointment of Al Muelhenbruch as member, Seattle Freight Advisory Board, for a term to May 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Al Muehlenbruch</i>		
Board/Commission Name: <i>Seattle Freight 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: * 6/1/2021 to 5/31/2023 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Gig Harbor</i>	Zip Code:	Contact Phone No.: <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Background: <i>Al has decades of maritime and merchant marine experience including port terminal and warehousing operations. He is interested in Seattle's long-term growth both as a population center and as an economic center.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

Al Muehlenbruch

I graduated high school at Bellarmine Prep, Tacoma, WA 1976.

No college

Joined the fishing industry of Alaska in 1976.

Work history in Alaska:

Pan Alaska Fisheries 1976-1984 Began as a painter for a summer job prior to college, worked my way up to General Manager of multiple different operations.

Western Pioneer Inc. 1984-1992 Ship Master

Arctic Alaska Fisheries/Tyson Seafood group 1992-2000 Arctic Alaska was the largest publicly traded seafood company in the United States. Started as a ship captain, moved to operations in 1993 and in 1994 was promoted to Vice President. Managed all domestic and international freight operations. Oversaw other fishing fleets, and all vessel support operations in Alaska as well as the lower 48. During my tenure with Tyson Seafood group I opened Commencement Bay CFS in 1996. This move eliminated double handling and as a result saved Tyson Seafood Group an average of 10 million dollars a year.

Joined Pacific Northwest Transload in 2000-2004 as a business partner.

PCC Logistics 2004-Current, Northwest Regional Manager. When I began with PCC Logistics, we had roughly 38,000 Sq. Ft of warehouse amongst 3 facilities between Seattle and Tacoma. Currently we are at 984,000 Sq. Ft amongst 5 facilities between Seattle and Tacoma. My current position consists of overseeing 5 managers as well as sales, acquisitions, contract approval and overall day to day operations.

Seattle Freight Advisory Board

12 Members: Pursuant to Resolution 31243, 11 members subject to City Council confirmation, 2-year terms:

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- 5 City Council- appointed
- 1 Other Appointing Authority: Port of Seattle

Roster:

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6	F	1	1.	Member	Kristal Fiser	6/1/2022	5/31/2024	1	City Council
		2	2.	Member	Dan McKisson	6/1/2022	5/31/2024	1	City Council
6	F	3	3.	Member	Rachael Ludwick	6/1/2021	5/31/2023	1	Mayor
6	M	-	4.	Member	Ron Viola	6/1/2022	5/31/2024	1	Mayor
6	M	-	5.	Member	Howard Victor Agnew	6/1/2022	5/31/2024	1	Mayor
6	M	-	6.	Member	Nigel Barron	6/1/2022	5/31/2024	1	Mayor
		-	7.	Member	Eric Wright	6/1/2021	5/31/2023	1	City Council
6	M	-	8.	Member	Al Muehlenbruch	6/1/2021	5/31/2023	1	City Council
		-	9.	Member	Daniel J. Kelly	6/1/2021	5/31/2023	1	Mayor
			10.	Member	Vacant	6/1/2021	5/31/2023		City Council
6	M	6	11.	Member	Stanley W. Ryter	6/1/2022	5/31/2024	1	Mayor
6	F		12.	Member	Geri Poor	N/A	N/A	N/A	Port of Seattle

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	1								5			
Council	1	1								2			
Other		1								1			
Total	5	3								8			

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02349, **Version:** 1

Appointment of Ty Bottorff as member, Seattle Bicycle Advisory Board, for a term to August 31, 2023.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Ty Bottorff</i>		
Board/Commission Name: <i>Seattle Bicycle 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2021 to 8/31/2023 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>U District</i>	Zip Code: <i>98105</i>	Contact Phone No.: [REDACTED]
Background: <i>Ty lives in the U District and is a student at the University of Washington. They are interested in sustainable forms of transportation and improving safety for people biking by adding more barriers between bikes and cars. Ty is passionate about ensure the city stays committed to Vision Zero and reducing deaths and serious injuries for people biking.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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

- Vanderbilt University: Nashville, TN, fall 2013 – fall 2017
 - B.S. in Molecular and Cellular Biology and Secondary Education
 - Dean's list spring 2015 to fall 2016
 - 3.63 GPA
- University of Washington: Seattle, WA, fall 2017 – present
 - Post-baccalaureate: fall 2017 – fall 2018
 - PhD: fall 2018 – present

Awards

- Vanderbilt University Chancellor's Scholar
- National Science Foundation Graduate Research Fellowships Program (NSF GRFP): summer 2019 – present

Research Experience

- Undergraduate research: Vanderbilt University (spring 2016 – spring 2017, research advisor: Dr. Friedman)
 - Design of a rapid cloning system of gRNAs to direct Cas9-mediated cleavage
 - Optimization of a CRISPR/Cas9-based system to search for sites in the yeast genome that foment high rates of telomere addition in response to a double stranded break
- Post-Baccalaureate research: University of Washington Post-Baccalaureate Research Education Program (PREP, June 2017 – September 2018, research advisors: Dr. Ruohola-Baker and Dr. Mathieu)
 - Optimization of HIF2 α detection and screening for knockout in human stem cell line
 - Investigation of relationship between Tie2 clustering and signal branch preference in human cell line using designed protein scaffolds
 - Investigation of mTORC signaling in human stem cell line
- Graduate research: University of Washington Biological Physics, Structure and Design (BPSD) program (fall 2018 – present)
 - Investigation of higher order scaffold protein complexes (fall 2018 – winter 2018, research advisor: Dr. Zalatan)
 - Tuning of a growth-coupled bistable switch in yeast (winter 2018 – spring 2019, research advisor: Dr. Klavins)
 - Computational modeling and experimental investigation of translational regulation in human cells (spring 2019 – present, research advisor: Dr. Subramaniam)

Publications

- Mathieu, J et al. "Folliculin regulates mTORC1/2 and WNT pathways in early human pluripotency" *Nature communications* vol. 10,1 632. 7 Feb. 2019, doi:10.1038/s41467-018-08020-0
- Bottorff et al. "Translational buffering by ribosome stalling in upstream open reading frames". *bioRxiv*. 2022, doi:<https://doi.org/10.1101/2022.01.06.475296>

Presentations

- Southeastern Regional Yeast Meeting (SERYM), March 25 – 27, 2016, Tuscaloosa, AL
- Vanderbilt Summer Science Academy (VSSA) Symposium, August, 2016, Nashville, TN
- Vanderbilt Undergraduate Research Fair, September, 2016, Nashville, TN
- Annual Biomedical Research Conference for Minority Students (ABRCMS), November 1 – 4, 2017, Phoenix, AZ
- University of Washington Institute for Stem Cell and Regenerative Medicine Stem Cell Symposium, March 30, 2018, Seattle, WA
- University of Washington Undergraduate Research Symposium, May, 2018, Seattle, WA
- Cold Springs Harbor Laboratory (CSHL) Translational Control Meeting, November, 2020, online

- EMBL Conference: Protein Synthesis and Translational Control, September, 2021, online
- National Science Foundation CAREER Conference, November 1 – 2, 2021, online

Professional Experience

- Student Teacher: planned and taught lessons and created, graded, and modified instruction based on assessments
 - 5th-8th grade engineering, Rose Park Middle School, Nashville, late spring 2017 (8 weeks, 4 classes/day, supervisor: Ms. Denning)
 - 9th grade biology, MLK Jr. Academic Magnet High School, Nashville, early spring 2017 (8 weeks, 4 classes/day, supervisor: Ms. Turner)
- Teaching Assistant
 - Basic Techniques in Biochemistry: planned and taught lessons and created, graded, and modified instruction based on assessments (fall 2019, 9 weeks, 2 classes/week, supervised by Dr. Gu and Ms. Lewis)
 - Biochemistry: planned and taught lessons and graded and modified instruction based on assessments (fall 2020, 9 weeks, 3 classes/week, online, taught by Dr. Kollman and Dr. Brockerhoff)
 - Tools for Computational Biology: supported students during office hours to install software and computationally analyze data (fall 2021, 9 weeks, 2 classes/week, graduate level, online, taught primarily by Dr. Subramaniam)

Skills

- I can speak, read, write, and listen to Spanish at an intermediate level
- I can write intermediate level code in Python and R

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max J. Green	9/1/2022	8/31/2024	1	City Council
3	M	4	3.	Member	Jose Nino	9/1/2021	8/31/2023	1	Mayor
1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02350, **Version:** 1

Appointment of Peter Bryan as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Peter Bryan</i>		
Board/Commission Name: <i>Seattle Bicycle 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: * 9/1/2022 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Central District</i>	Zip Code: <i>98122</i>	Contact Phone No.: [REDACTED]
Background: <i>Peter lives in the Central District and is a security researcher at Microsoft. Moving from the United Kingdom three years ago, he is interested in improving north-south bike connections in South Seattle and making bike share more accessible throughout the city. Peter is also involved in his bike group at work which advocates for bike improvements and encourages more employees to bike.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

Work Experience

Senior Security Researcher, Microsoft

May 2019 - Present

- Lead cross team efforts to research and respond to key security threats facing customers.
- Work to develop technical solutions at a tactical and strategic level to tackle key security threats.
- Work with several government customers, providing oversight and recommendations to their cyber security strategies to ensure they are making efficient and effective use of investments in Microsoft's security solutions.

Cybersecurity Technical Solutions Professional, Microsoft UK

November 2017 – May 2019

- Working with Public Sector customers technical security teams to help them understand how to effectively protect their Microsoft cloud environments through the use of technologies such as O365 ATP, Windows Defender ATP, Cloud App Security, Log Analytics, Azure ATP.
- Worked with customers such as the UK MOD to help them effectively implement projects within their environment to detect the threats that they faced.
- Worked with internal product groups to feed feature requests and product feedback from customers back into those teams to inform future product direction.

Senior Security Analyst/Architect, Babcock MSS , Cheltenham

April 2015 – November 2017

- Leading work to establish a brand-new world class SOC service to provide advanced managed security services to clients facing sophisticated threats.
- Responsible for recruiting, training and managing a team of SOC analysts. This included day to day management duties as well as developing strategic direction and capabilities of the team to ensure ongoing security.
- Serving as a technical expert to customers in all security matters, providing advice and counsel on a range of projects and initiatives.

System Security Analyst, Microsoft UK, London

January 2014 – April 2015

- Responsible for system and network security of all datacentre assets for the Skype division of Microsoft. Working primarily in a Linux based environment.
- Produced and implemented several standards, including contributing to Microsoft's Linux host security standard and data encryption standards.

Cyber Security Investigator, UK Government, London

June 2011 – December 2013

- Working for a UK Government agency investigating advanced, state backed cyberattacks against the UK.
- Responsibilities included identifying attacks, their victims and their scope and working to develop indicators to identify further similar attacks.

Policy Advisor, West Midlands Representation to the European Union, Brussels

June 2009-August 2010

- Represented the interests of the West Midlands region of the UK to the various elements of the European Union Legislative and Executive branches.
- Helped West Midlands organization access and engage with EU projects relevant to them.

Other Experience

Marling School Board Member

February 2018 – May 2019

- Provided oversight on all aspects school operations from educational delivery to budgets and staffing.
- Monitored schools progress in implementing key improvement projects within the school, including significant restructuring to the delivery of 16-18 education.
- Made recommendations to the Head Teacher related to key school improvement areas, specifically the use of and teaching of technology at all levels.
- Conducted school visits to understand and monitor the schools' operations, identify strengths and weaknesses and provide recommendations and feedback to the school staff.

Volunteer Mechanic, The Bikery Seattle

March 2022 – Present

- Providing support and assistance to community members looking to use The Bikery's community workshop to address their cycling needs.
- Constructing and repairing donated bicycles so that they can be provided to community members who need them.

Education

Bsc. Computer Science and International Relations (1st), Aston University

Industry Qualifications :

- Crest Registered Intrusion Analyst (CRIA)
- GIAC Certified Incident Handler (GCIH)
- GIAC Certified Penetration Tester (GPEN)
- GIAC Certified Security Professional (GSEC)
- Certified Information Security Manager (CISM) Exam

Seattle Bicycle Advisory Board

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Roster:

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1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
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6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02351, **Version:** 1

Appointment of Max J. Green as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Max J. Green		
Board/Commission Name: Seattle Bicycle 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 checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		Term of Position: * 9/1/2022 to 8/31/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Rainier Valley	Zip Code: 98118	Contact Phone No.: [REDACTED]
Background: Max lives in Rainier Valley and is a marketing director at REI. Biking his daughter to daycare on his e-bike, he is interested in creating more physical separation between bikes and cars and providing equitable access to biking. Max is involved in a number of other community organizations including the Rainier Valley Seattle Neighborhood Greenways group.		
Authorizing Signature (original signature):  Date Signed (appointed): August 24, 2022		Appointing Signatory: Alex Pedersen Councilmember

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

Max J. Green

Professional Experience

Recreational Equipment Inc (REI)

Kent, WA

Senior Manager of Marketing Planning and Optimization

March 2019 to Present

- Leads a cross functional teams of marketing program managers, data scientists, developers, and marketing analysts focused on optimizing the marketing budget, ensuring ROI of marketing programs, fine tuning audience strategy, enforcing consistent audience segmentation across marketing channels, steering marketing tech roadmap, and deepening customer relationships via personalization & relevancy
- Leads testing & optimization across direct marketing (email, direct mail, push/app messaging), performance marketing (paid search, DPAs, PLAs, affiliates), organic search, and paid media (display, video, audio, print, OOH) marketing channels
- Partners closely with Insights, Finance, Strategy, Product/Merchandise, Retail Operations, and Customer Experience teams to uncover opportunities/risks in annual financial plan and align on business plans for seasonal marketing campaigns
- Owns digital traffic and member acquisition forecasting
- Delivers business and marketing insights to CEO, CCO, CFO, and other executives on a weekly basis
- Leads budget (\$100M+) building and created nimble working group to ensure dollars are best utilized throughout the COVID crisis
- Gains cross-divisional alignment on goals, KPIs, and measurement strategy to drive strategy, budget allocation, and increase customer value
- Serves as the business owner for marketing attribution, defining a strong point of view on how to value all of REI's marketing investments
- Leads development of the marketing and advertising technology roadmap; ensuring compliance for CCPA, GDPR, CANSPAM, etc
- Oversees email developers and database marketers responsible for effectively deploying daily email to millions of subscribers

Manager of Database Marketing

August 2016 to March 2019

- Heavily supported the direct marketing (email, direct mail, push) teams, responsible for generating hundreds of millions in revenue annually
- Led company-wide segmentation project (clustering), resulting in a 400% increase in ROI from retention/loyalty programs
- Led marketing-wide audience targeting initiative, which aligned audiences with optimal channel mix by segment through a testing framework
- Led strategic pilot initiative to leverage advanced analytic tools (propensity to buy, product recos, best member definition, etc)
- Augmented website visitor to customer match rates with IT assets, increasing triggered email circulation and revenue by 5x
- Reworked agreement with data on-boarder, resulting in a known customer to online identity match increase of over 50%
- Mapped customer journeys and prioritized opportunities, resulting in procurement of a data management platform

Nielsen Marketing Analytics

Evanston, IL

Manager of Marketing Effectiveness

January 2016 to July 2016

- Led quarterly business reviews with brands (large US CPG), reporting on impact of digital and offline marketing efforts
- Programmed SAS & Python for ETL, data cleansing, quality control, and media mix modeling (Bayesian regression)
- Built dozens of media mix models using custom datasets and statistical software
- Oversaw junior members of the team and was responsible for deliverables to multiple external customers

Career Education Corporation

Schaumburg, IL

Director of Operations Analysis

June 2015 to January 2016

- Created and implemented predictive models that were used to improve operating efficiencies in various departments, including a 35% increase in student-reenrollments
- Revolutionized data reporting and analysis for all academic support staff including Deans, Program Directors, and Quality Analysts by creating a Tableau dashboard that was fully adopted overnight with 40+ daily users and 120+ monthly users
- Gave bi-weekly presentations to SVPs and C-suite executives on analytic findings and insights
- Oversaw the data gathering and analysis process for more than a 20 international survey and regulatory filings
- Catalogued 100s of reporting and operational processes to determine best practices across the business unit
- Led centralized team of analysts that was responsible for all operational reporting, advanced analytics, and data science

Director of Retention Analytics

November 2013 to June 2015

- Hired, trained, and managed a team of analysts, responsible for all data reporting and analytics for an online university
- Implemented the first predictive analytics into the student advising department, revolutionizing the staffing model for 50+ employees
- Led company-wide initiative to build out Tableau Server Datasets by providing business requirements resulting in creation of four layers of increasingly granular data, cutting average ad hoc reporting time by 90%

Education

Master of Science in Economics and Policy Analysis – DePaul University – Chicago, IL – 3.9GPA with distinction

Bachelor of Arts in Economics – DePaul University – Chicago, IL – 3.8GPA Magna Cum Laude

Certificate in Product Management – General Assembly Chicago – Chicago, IL

Technical Skills

Python, Tableau, SAS, SQL, Excel, PowerPoint, Visio, PowerPoint

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max J. Green	9/1/2022	8/31/2024	1	City Council
3	M	4	3.	Member	Jose Nino	9/1/2021	8/31/2023	1	Mayor
1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02352, **Version:** 1

Appointment of Quinn Thomas Kelly as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Quinn Thomas Kelly</i>		
Board/Commission Name: <i>Seattle Bicycle 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Columbia City</i>	Zip Code: <i>98108</i>	Contact Phone No.: [REDACTED]
Background: <i>Quinn lives in Columbia City and is a transportation planner with Toole Design Group. Growing up in a car-centric environment in Arkansas, he is passionate about mobility justice and providing better options for people to bike. Quinn has six year of transportation planning experience previously working on safe routes to school projects for the New York City Department of Transportation.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

Quinn Thomas Kelly

Developing innovative strategies to create more equitable and sustainable cities and regions. Six years of experience in the planning and design of transportation, infrastructure, and public space.

EXPERIENCE

Toole Design Group, Seattle, WA

Project Planner JULY 2021-PRESENT

Working with communities across the country to create safe, equitable, and environmentally sound transportation systems. Focusing on planning and design for complete streets, trails, and multi-modal networks.

U.S. National Park Service, Seattle, WA

Rivers, Trails & Conservation Assistance Fellow JUNE 2020 - JAN 2021

Provided technical assistance for community-driven trail and conservation projects in the Pacific West, including mapping, visualization, analysis, and design. Developed virtual public engagement strategies and planning tools.

New York City Department of Transportation, New York, NY

Senior Project Manager DECEMBER 2018 - APRIL 2019

Project Manager, School Safety JULY 2016 - NOVEMBER 2018

Planned, designed, and implemented complete street projects to improve safety and accessibility around NYC schools. Coordinated with elected officials, and local organizations. Analyzed crash data, modeled traffic impacts, and created construction drawings. Planned and managed \$50 million of capital projects. Developed a Tactical Urbanism-based traffic calming pilot program.

New York City Department of Transportation, New York, NY

Urban Fellow, Urban Design Team SEPTEMBER 2015 - MAY 2016

Managed a community-driven streetscape project and coordinated lighting pilot. Created proposals for public space activations under elevated infrastructure. Researched and wrote revisions for the NYC Street Design Manual.

University of Amsterdam, Amsterdam, NL

Visiting Researcher JUNE - AUGUST 2013

Conducted data collection, analysis, and literature review for a published article on the effectiveness of bicycle policy in Northern European cities.

EDUCATION

Cornell University, Ithaca, NY

Master of City & Regional Planning 2019 - 2021, GPA: 4.0

Project Manager - Design Connect; Member - American Planning Association, Association of Pedestrian and Bicycle Professionals; Volunteer - Prisoner Express

Bachelor of Urban & Regional Studies 2010 - 2014, GPA: 3.9

Rawlings Presidential Research Scholar; President - Cornell Bike Collective; Diexa Sambar Brazilian Ensemble; Master Composter; Manager - Watermargin Co-op

SKILLS

Project Management

Bicycle Facility & Complete Streets Design

Data Analysis & Visualization

Facilitation & Negotiation

Grant Writing & Admin

Policy Analysis

Site Analysis & Planning

Copy Editing & Layout

Strategic Planning

SOFTWARE

Adobe Photoshop, Acrobat, Illustrator, & InDesign

AutoCAD

Geographical Information Systems (ArcGIS & QGIS)

Python & Pandas

Rhino & Grasshopper

SketchUp

Stata

Microsoft Office

PUBLICATIONS

Review of Rebel Cities by David Harvey, *Journal of Planning Education & Research (JPER)*, 2014

Analyzing Cycling Policy in American Cities, *Senior Honors Thesis*, 2014

LANGUAGES

French (Advanced)

Spanish (Basic)

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max J. Green	9/1/2022	8/31/2024	1	City Council
3	M	4	3.	Member	Jose Nino	9/1/2021	8/31/2023	1	Mayor
1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02353, **Version:** 1

Appointment of Donna McBain Evans as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Donna McBain Evans</i>		
Board/Commission Name: <i>Seattle Bicycle 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Belltown</i>	Zip Code: <i>98121</i>	Contact Phone No.: <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Background: <i>Donna is retired and lives in Belltown. She is passionate about improving safety for people biking and knows we are far from reaching out Vision Zero goals. Donna also likes being involved in the Seattle bike community and volunteers helping youth repair bikes at Bike Works.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

Donna McBain Evans



Canyon Ranch, Tucson, AZ — Senior guide, Outdoor Sports

2009–2013

Led groups of guests on outdoor sport activities—hikes, bike rides, climbing. Responsible for scheduling guides, managing database for activity scheduling; ordering equipment.

Center for Governance and Development Studies, Yunnan University, Kunming, China — Senior Technical Advisor

2002–2003

Taught graduate students methodologies for making grant applications to international NGOs and agencies; developed a series of study sessions to train CDGS faculty in non-profit development; provided training in community outreach and agency collaboration for development projects.

Yunnan Development Institute, Kunming, CN –Senior Project Coordinator

2001–2002

Developed funding sources and created a training video. Served as Liaison between local and international non-profit organizations

CARE International, Seattle, WA — Major gifts officer

1996–2000

Liaison between CARE overseas project staff and major donors in the U.S. Led donor tours of project sites; developed regional budgets, set priorities, supervised staff

Trust for Public Land, Seattle, WA

V.P Special Projects (1990–1995)

Senior Project Manager (1984–1990)

Negotiated acquisition of sensitive lands and identified sources of funding; supervised program and fundraising staff; developed \$3 million reserve fund for land acquisitions; managed staff of 5.

Univ. of Wisconsin–Madison, WI — M.S. Environmental Studies (1983)

B.A. History (1977)

Community Involvement

- Board member, Friends of Sabino Canyon 2004–2006
- Community Foundation of Southern Arizona, Grant selection committee 2005–2008
- Writer, University of Washington Arboreum online magazine, 2014–2015
- Writer, Washington Trails magazine, 2015–2019

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max J. Green	9/1/2022	8/31/2024	1	City Council
3	M	4	3.	Member	Jose Nino	9/1/2021	8/31/2023	1	Mayor
1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02354, **Version:** 1

Appointment of Christine C. Stawitz as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Christine C. Stawitz</i>		
Board/Commission Name: <i>Seattle Bicycle 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: * 9/1/2022 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Bryant</i>	Zip Code: <i>98105</i>	Contact Phone No.: [REDACTED]
Background: <i>Christine lives in Bryant and is a fish biologist with the Department of Commerce. As a mom, she is interested in building more protected bike lanes and filling in gaps in the bike network, especially in North Seattle.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

RELEVANT WORK AND RESEARCH EXPERIENCE

Stock Assessment Modeling Program Lead, **NOAA Fisheries** February 2021 – present

- Project management and leadership of Fisheries Integrated Modeling System implementation team
- Coordination of the Fisheries Integrated Toolbox, including web publishing and RStudio Connect platforms

Stock Assessment Modeler, **ECS Federal in support of NOAA Fisheries** October 2018 – January 2021

- Developing new statistical models, including Bayesian population models, state-space mixed-effects models, and nonlinear population models estimated using maximum likelihood estimation.
- Improving usability, documentation, and UI framework for a suite of fisheries population modeling tools

Postdoctoral Research Associate, **University of Washington/NOAA Fisheries** September 2017 – August 2018

- Predicting impacts of climate change on snow crab, *Chionoecetes opilio*, using an agent-based Java model
- Integrating experimental hypothesis testing with simulations of probabilistic climate change outcomes

Graduate Research Assistant, **University of Washington** June 2012 – August 2017

- Developed a hierarchical Bayesian state-space model to estimate somatic growth variation of marine fish
- Estimated climate effects on growth using spatial and spatio-temporal random effects models and DFA

Program Manager, **Microsoft Corporation** August 2008 – August 2011

- Managed design and development lifecycle on the Windows 8 product team including:
 - Designed user interface of Windows features, including copy engine dialog and common controls
 - Coordinated and led team of developers, testers, and designers to develop Windows features
 - Wrote internal specifications and external-facing API documentation for common controls

EDUCATION

Ph.D, **University of Washington** September 2011 – August 2017

Quantitative Ecology and Resource Management

B.S., **University of Virginia** August 2004 – May 2008

Systems Engineering, minor in Computer Science, with distinction

AWARDS

Microsoft AI for Good Azure computing grant, \$10K USD equivalent April 2020

NMFS-Sea Grant Population Dynamics Fellow May 2014 – August 2017

PUBLICATIONS

Kaplan, I. Gaichas, S., **Stawitz, C.C.**, et al. 2021. Management Strategy Evaluation: Allowing the Light on the Hill to Illuminate More than One Species. *Frontiers in Marine Science* 8, 668.

Gruss, A., Thorson J. **Stawitz, C.C.**, et al. 2021. Synthesis of interannual variability in spatial demographic processes supports the strong influence of cold-pool extent on eastern Bering Sea walleye pollock (*Gadus chalcogrammus*). *Progress in Oceanography* 194, 102569.

O'Leary, C.A., **Stawitz, C.C.**, and Nye, J.A. 2020. Detecting somatic growth trends for summer flounder (*Paralichthys dentatus*) using a state-space approach. *Canadian Journal of Fisheries and Aquatic Sciences* 77 (5), 917-930

Stawitz, C.C., Haltuch, M.A., and Johnson, K.F. 2019. How does growth misspecification impact management advice from an integrated stock assessment model? Fisheries Research. *In press*.

Stawitz, C.C. and Essington, T.E. 2019. Somatic growth contributes to population variation in marine fishes. *Journal of Animal Ecology*.

Hayes, A.L., Heery, E.C., Maroon, E., McClaskey, A.K. and **Stawitz, C.C.** 2018. The role of scientific expertise in local adaptation to projected sea level rise. *Environmental Science and Policy*. 87:55-63.

Moriarty, P.E., Hodgson, E.E., Froehlich, H.E., Hennessey, S.M., Marshall, K.N., Oken, K.L., Siple, M.C., Koehn, L.E., Pierce, B.D., **Stawitz, C.C.** 2018. The need for validation of ecological indices. *Ecological Indicators*. 84:546-552.

Stawitz, C.C., Siple, M.C., Lee, Q., Munsch, S.H. 2017. Financial and ecological implications of global seafood mislabeling. *Conservation Letters*. 10(6): 681-689.

Monnahan, C.C., Ono, K., Anderson, S.C., Rudd, M.B., Hicks, A.C., Hurtado-Ferro, F., Johnson, K.F., Kuriyama, P.T., Licandeo, R.R., **Stawitz, C.C.**, Taylor, I.G., Valero, J.L. 2016. The effect of length bin structures on growth estimation in integrated age-structured stock assessments. *Fisheries Research*. 180: 103-112.

Kuriyama, P.T., Ono, K., Hurtado-Ferro, F., Hicks, A.C., Taylor, I.G., Licandeo, R.R., Johnson, K.F., Anderson, S.C., Monnahan, C.C., Rudd, M.B., **Stawitz, C.C.**, Valero, J.L. 2016. An empirical weight-at-age approach reduces estimation bias compared to modeling parametric growth in integrated, statistical stock assessment models when growth is time varying. *Fisheries Research*. 180: 119-127.

Stawitz, C.C., Essington, T.E., Branch, T.A., Haltuch, M.A., Hollowed, A.B., Spencer, P.D. 2015. A state-space approach for measuring growth variation and application to North Pacific groundfish. *Canadian Journal of Fisheries and Aquatic Sciences*. 72(9): 1316-1328.

Essington, T.E., Moriarty, P.E., Froehlich, H.E., Hodgson, E.E., Koehn, L.E., Oken, K.L., Siple, M.C., **Stawitz, C.C.** 2015. Fishing amplifies forage fish population collapses. *PNAS*. 112 (21): 6648-6652.

INVITED PRESENTATIONS

Stawitz, C.C. Shared software development strategies facilitate implementation of EBFM. September 24, 2020. Northwest Fisheries Science Center, Seattle, WA.

Stawitz, C.C. Shared patterns of growth across Northeast Pacific groundfish? It's complicated. International Working Group on Fisheries Response to Climate Change. November 21, 2018. Aberdeen, UK

Stawitz, C.C., Stockhausen, W.T., Szuwalski, C.S., Foy, R.J., Punt, A.E. "Forecasting the effects of climate change on Alaskan snow crab (*Chionoecetes opilio*)." 4th Effects of Climate Change on the World's Ocean's Symposium, Washington, D.C. USA. June 2nd 2018.

Stawitz, C.C., Haltuch, M.A. "How does growth variability affect estimation of management quantities in fisheries stock assessments, and can growth changes be detected?" ICES/PICES Early Career Scientist Meeting, Busan, ROK. May 31st, 2017.

TECHNICAL SKILLS

Languages & software: R, Java, SQL, Git/Github, JAGS, TMB, HTML, Visual Basic, C++, JavaScript

Software development: Co-author of the roomba, ss3sim, and r4ss R packages

Statistics: *Teaching:* applied statistics, including linear, nonlinear, and hierarchical mixed-effects models and R implementations; *Expertise:* probability and statistical theory, Bayesian state-space modeling, multivariate statistics including dynamic factor analysis

TEACHING AND TUTORING EXPERIENCE

Invited participant, R unconference 2018, Microsoft Reactor, Seattle **May 2018**

- Developed roomba R package to tidy deeply-nested lists; created Shiny app and documentation

Lecturer, GitHub Tutorial, University of Washington **June 2016, January 2017**

- Prepared and led interactive tutorial on GitHub use to students and postdoctoral researchers

Guest Lecturer, Super-Advanced R, University of Washington **Spring 2014**

- Prepared and led “Underpinnings of R” lecture and lab, covering core computer science topics such as scoping, typing, rounding error, and regular expressions in the R programming language.

Guest Lecturer, Analysis of Ecological Data, University of Washington **April 2016, Spring 2013**

- Lectures on statistics including: mixed effect models, analysis of covariance, nonlinear regression, R labs on analysis of variance and covariance, generalized linear models, nonlinear mixed-effects models, generalized additive models and time series analysis.

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max J. Green	9/1/2022	8/31/2024	1	City Council
3	M	4	3.	Member	Jose Nino	9/1/2021	8/31/2023	1	Mayor
1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02379, **Version:** 1

Appointment of Joseph Roberts as member, Seattle Bicycle Advisory Board, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Joseph Roberts</i>		
Board/Commission Name: <i>Seattle Bicycle 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 checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Capitol Hill</i>	Zip Code: <i>98122</i>	Contact Phone No.: [REDACTED]
Background: <i>Joseph is an avid bicycle rider and co-organizes bike food rescue and delivery with the Byrd Barr Food Bank. Joseph also organizes and leads group rides for Cascade Bicycle Club in Seattle regularly and trains other ride leaders, so he understands rider safety and comfort with a wide variety of riders.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022		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.

Joseph Roberts

Joseph retired from Microsoft in the late 1990s and has been Cascade Bicycle Club's IT contractor and volunteer for almost a decade. In his volunteer roles at Cascade he serves as a ride leader and mentor for our Free Group Rides and STP training series, site lead for the Pedaling Relief Project (foodbank rescue and home delivery using cargo bikes) and as an Outrider (on-bike road support) during our paid rides, and earned Volunteer of the Year award in 2015. He primarily gets around the city by bike (after many years of driving around) and is very familiar with Seattle's bike infrastructure. In staff meetings he can be counted on to ask insightful relevant questions to move the discussion forward. In addition to his many skills, he has unique lived experience. He was born in Ethiopia, raised in Hong Kong, and immigrated to the US in the 1980s. He has lived in Seattle since 1989.

Seattle Bicycle Advisory Board

12 Members: Pursuant to Resolution 30995; all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
8	M	3	1.	Member	Yasir Alfarag	9/1/2021	8/31/2023	2	Mayor
6	M	2	2.	Member	Max J. Green	9/1/2022	8/31/2024	1	City Council
3	M	4	3.	Member	Jose Nino	9/1/2021	8/31/2023	1	Mayor
1	F	4	4.	Member	Andrea Lai	9/1/2021	8/31/2023	2	City Council
9	O	4	5.	Member	Ty Bottorff	9/1/2021	8/31/2023	1	Mayor
			6.	Member	Douglas Midgen	9/1/2021	8/31/2023	1	City Council
6	F	7	7.	Member	Donna McBain Evans	9/1/2022	8/31/2024	1	Mayor
6	F	4	8.	Member	Christine C. Stawitz	9/1/2022	8/31/2024	1	City Council
6	M	2	9.	Member	Quinn Thomas Kelly	9/1/2022	8/31/2024	1	Mayor
6	M	3	10.	Member	Peter Bryan	9/1/2022	8/31/2024	1	City Council
2	M	3	11.	Member	Joseph Roberts	9/1/2022	8/31/2024	1	Mayor
6/8	M	7	12.	Get Engaged Member	Yaacov Tarko	9/1/2021	8/31/2022	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	1	1			1	1			3		2	1
Council	2	2			1					3			
Other													
Total	7	3	1		1	1	1			6		2	1

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 02367, **Version:** 1

Appointment of Ashwin Christopher Miller as member, Seattle Transit Advisory Board, for a term to August 2, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Christopher Miller</i>		
Board/Commission Name: <i>Seattle Transit Advisory Board</i>		Position Title: <i>Member (Position 2)</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		Term of Position: * 8/3/2022 to 8/2/2024 <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.: [REDACTED]
Background: <i>Chris is currently getting his Master of Urban Planning degree from the University of Washington and was previously a bus driver and a supervisor at Unitrans, the student-run transit system at the University of California, Davis.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

Christopher Miller

EDUCATION

Master of Urban Planning **Anticipated June 2023**
Transportation Planning Specialization
University of Washington, Seattle, WA

Bachelor of Science **June 2018**
Environmental Policy Analysis and Planning, minor in Japanese
University of California-Davis, Davis, CA

EXPERIENCE

Communications Coordinator, Press Assistant, Student Assistant
Office of the California Secretary of State Alex Padilla, Sacramento, CA **Sep 2017- Sep 2021**

- Established first-in-the-nation Secretary of State partnership with Drag Out The Vote
- Program manager for multi-platform social media advertising campaigns
- Developed and maintained pro-active press and media strategies to educate constituents on agency services
- Maintained consistent organic social media content for statewide agency
- Coordinated press releases, media advisories, monthly newsletters, talking points, and email content
- Fielded and responded to media inquiries regarding diverse functions of the agency
- Coordinated press conference planning, reporter pitching, and external stakeholder communication
- Staffed events focusing on community engagement and voter empowerment
- Developed partnership between the Capitol LGBTQ Association and California State Archives
- Supported partnership with EQCA to add transgender inclusive language to poll worker training materials

Route Supervisor, Driver Trainer, Route Trainer, Transit Driver, Conductor
Unitrans, Davis CA **April 2014-June 2018**

- Monitored transit operations to maintain baseline levels of service
- Engaged with planning staff on proposed service changes
- Collaborated with operations staff to accommodate bus maintenance needs
- Supervised over 200 employees in various operations positions
- Facilitated inter-departmental and inter-agency communication
- Executed interviews and determined the selection of qualified employees

Congressional Communications Intern
Office of Congressman Jerry McNerney (CA-09), Washington, DC **June-August 2017**

- Drafted legislative correspondence for impending introduction of legislation
- Conducted background research for legislative agenda
- Provided summarized reports of congressional hearings and briefings
- Drafted constituent correspondence and handled constituent inquiries

ADDITIONAL EXPERIENCE

Board Member - External Affairs
Capitol LGBTQ Association, Sacramento, CA **January 2019-January 2020**

- Implemented the Rainbow Mentors Program focused on professional development of participants
- Managed Association partnerships with external organizations
- Supported networking events that provided opportunities for professional advancement

SKILLS

- Adobe Creative Cloud (Illustrator, Photoshop, InDesign)
- SketchUp
- Microsoft Office Suite
- Concrete5 CMS publishing
- Constant Contact
- Hootsuite
- Facebook Ads Manager
- Twitter Ads
- Microsoft Azure Cognitive Services QnA Maker

HONORS

Unitrans, Special Recognition Awards Group, Tiers II & III **June 2017 and June 2018**

- Awarded for exceptional performance in my duties as a Unitrans Route Supervisor

Associated Students of UC Davis, Mark and Linda Champagne Award

May 2015

- Awarded for employing excellent customer service

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
6	M	3	2.	Member	Christopher Miller	8/3/22	8/2/24	1	City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Joshua Cooper Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
2	M	2	11.	Member	Amin Amos	8/3/21	8/2/23	1	Mayor
3/6 /9	F	2	12.	Get Engaged Member	Maria Buchanan	9/1/21	8/31/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	3			2	1	1			3			1
Council	3	1					2			2			
Other													
Total	7	4			2	1	3			5			1

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 02364, **Version:** 1

Appointment of Ashwin Bhumbla as member, Seattle Transit Advisory Board, for a term to August 2, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Ashwin Bhumbra		
Board/Commission Name: Seattle Transit Advisory Board		Position Title: Member (Position 7)
<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		Term of Position: * 8/3/2022 to 8/2/2024 <input type="checkbox"/> Serving remaining term of a vacant position
Residential Neighborhood: Capitol Hill	Zip Code: 98102	Contact Phone No.: [REDACTED]
Background: Ashwin works as a software engineer. He moved to Seattle a year ago and lives in Capitol Hill. He does not own a car and is an avid user of Seattle's transit system.		
Authorizing Signature (original signature):  Date Signed (appointed): 8/31/2022		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.

Ashwin Bhumbla

EDUCATION

University of Southern California

Los Angeles, CA

Bachelor of Science in Computer Science, Viterbi School of Engineering

Grad Date: May 2021

Bachelor of Arts in Narrative Studies, Dornsife College of Letters, Arts, and Sciences

GPA: 3.98

- Trustee Scholar (Merit-based full tuition scholarship), Viterbi Fellowship (~30 selected out of thousands of applicants)
- Salutatorian, Class of 2021: Chosen alongside valedictorian as top two students in class of ~4500

PROFESSIONAL EXPERIENCE

MICROSOFT

Seattle, WA

Software Engineer I

August 2021 – Present

- Work in OneBranch Release team within Engineering Systems organization redesigning Approval Service, an essential service used in release pipelines used by 90+% of Azure Developers
- Work on Engineering Systems Early-In-Career Leads team, putting on social and career development events for younger employees. One such program is the Outside In Series, which brings in nonprofits from outside Microsoft to discuss how technology can be used to achieve equity and advance social causes
- Tech Stack: C#, F#.NET Core, Azure (CosmosDB, ServiceFabric, KeyVault, Traffic Manager), Azure DevOps

MICROSOFT

Seattle, WA

Software Development Engineering Intern

May 2020 – August 2020

- Developed service for OneBranch Release team within Azure PIE that provides internal package ownership metadata and ownership validation in internal package publishing pipelines to be used by 80+% of Azure developers
- Designed end-to-end solution complete with service that would pull metadata into database, multi-layer REST API for querying, and API Client tied to Console Application – all successfully deployed and integrated

WORKDAY, INC.

Pleasanton, CA

Software Development Engineering Intern

May 2019 – August 2019

- Created fully integrated Slack Bot for Workday Cloud Platform DevOps team to help manage and analyze over \$100M of AWS costs and usage
- Identified extraneous accounts and expenditures using bot, immediately saving company \$10,000/year
- Bot immediately adopted by higher level management and used as factor in organization-wide decisions
- Tech Stack: Python, AWS (Lambdas, S3, DynamoDB, SSM, APIGW), Jenkins, Terraform, Serverless Framework

UNIVERSITY OF SOUTHERN CALIFORNIA

Los Angeles, CA

Research Intern

January 2019 – December 2019

- Experimented on various sensory Fitbit data from over 100 hospitals to help discover potential trends that affect workplace productivity as part of TILES project in Signal Analysis and Interpretation Laboratory
- Developed a dynamic risk assessment model to replace current measures in predicting graft success following liver transplantations as part of team in Integrated Media Systems Center
- Constructed a random forest model to predict likely time of graft failure at three months after transplant and improved it to above 75% accuracy using Anaconda, Jupyter Notebook, and scikit-learn

EXTRACURRICULAR INVOLVEMENT

CODE THE CHANGE

Los Angeles, CA

Developer

September 2018 – May 2021

- Implemented front-end of cross-platform mobile application that helps cancer patients manage prescriptions
- Developed the front-end for a web application that would function as a journal for elementary schoolers, encouraging writing development and personal growth using ReactJS
- Developing front end for web application that will serve as portal for south LA residents to discuss affordable housing

ENGINEERS WITHOUT BORDERS – USC

Los Angeles, CA

Freshman Representative, Vice President, Project Lead

September 2017 – May 2021

- Secured \$10,000 in grants for use in international engineering projects
- Managed club affairs including two international project teams (implementing a rainwater harvesting system in Guatemala repairing an irrigation system in Kenya)
- Led project to design a 200 student school for underserved youth in San Bernardino

TROJAN MARCHING BAND

Los Angeles, CA

Section Leader

August 2017 – May 2021

- Coordinated activities and practices of 20+ member section in historic PAC-12 university marching band

SKILLS

- **Programming Languages:** C#, F#, C++, Java, Python, ReactJS, React Native, HTML/CSS, Javascript, SQL
- **Tools & Tech:** Azure, AWS, .NET Core, Jenkins, Terraform, Serverless, Jupyter,

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
6	M	3	2.	Member	Christopher Miller	8/3/22	8/2/24	1	City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Joshua Cooper Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
2	M	2	11.	Member	Amin Amos	8/3/21	8/2/23	1	Mayor
3/6 /9	F	2	12.	Get Engaged Member	Maria Buchanan	9/1/21	8/31/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	3			2	1	1			3			1
Council	3	1					2			2			
Other													
Total	7	4			2	1	3			5			1

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 02365, **Version:** 1

Appointment of Joshua Cooper Hirschland as member, Seattle Transit Advisory Board, for a term to August 2, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Joshua Cooper Hirschland</i>		
Board/Commission Name: <i>Seattle Transit Advisory Board</i>		Position Title: <i>Member (Position 6)</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	Term of Position: * 8/3/2022 to 8/2/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Ballard</i>	Zip Code: <i>98107</i>	Contact Phone No.: [REDACTED]
Background: <i>Josh lives in Ballard with his two young children and has decades of experience relying on transit in cities across the country. He currently works on last mile food delivery for Amazon in the Community, a program that transports groceries and meals from food banks and schools.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022	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.

JOSHUA COOPER HIRSCHLAND

EDUCATION

THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS

Chicago, IL

MBA: Concentrations in Strategic Management, Entrepreneurship, Operations Management Sept 2012 - June 2014

- GPA: 3.6; Jeffrey Silver Memorial Scholarship Award Recipient; Dean's List
- Coursework including Data Mining, Managerial Decision Modeling, and Game Theory
- Teacher's Assistant: *Building the New Venture*
- MBA Summer Intern at Groupon

COLUMBIA UNIVERSITY

New York, NY

Bachelor of Arts: Major in Urban Studies with a Focus in Political Science Sept 2004 - May 2008

- Chief News Editor: Columbia Daily Spectator
- GPA: 3.6
- Thesis: Fighting in the Streets—Policy, Politics, and New York's Fight for Congestion Pricing

EXPERIENCE

AMAZON.COM

Seattle, WA

Sr. Product Manager, Amazon in the Community June 2020 – Present

- Program Lead for last-mile delivery program supporting community needs around hunger and COVID vaccination
- Delivered 20M+ meals and thousands of laptops on behalf of 40+ partners in six countries
- Procured multi-million dollar budget, owned P&L, product roadmap, and partner management for program extension
- Conducted 300+ interviews as Bar Raiser and University of Chicago school captain

Sr. Product Manager--Technical, Amazon Shipping

Aug 2018 – June 2020

- Owned product roadmap and gained VP approval to launch new Amazon Transportation initiative
- Managed P&L for seven-figure annual business, achieving break-even in 12 weeks
- Onboarded first 2000 customers for different new transportation business, reducing onboarding time by half

Sr. Product Manager--Technical, Alexa

Sept 2016 – Aug 2018

- Managed roadmap for 15+ engineers to build tools making it simpler for developers to create rich Alexa experiences
- Created and implemented an API vision for Alexa support of multimedia devices (e.g. Echo Show, Fire TV)

Sr. Product Manager, Supply Chain Optimization and Technology

June 2014 – Aug 2016

- Drove initiatives across 700+ global stakeholders to improve availability for strategically important products
- Established KPIs and informed selection strategy for Prime Free Same-Day and Amazon Business delivery launches
- Analyzed 100+ billion of records per year to root cause supply chain defects, presenting findings at the VP-level

HIRSCHLAND STRATEGIES Independent Communications Consulting Firm

New York, NY

Founder

Feb 2011 – July 2012

- Developed positioning and secured positive media coverage to drive 100,000 downloads of Booktrack app; built financial model for Booktrack, leading to successful \$2M Series B investment led by Peter Thiel
- Set messaging, led media training, and managed press for launch of Larry King VOD program, securing hundreds of media placements including positive pieces in *The New York Times*

PENN SCHOEN BERLAND WPP-Owned Market Research and Strategy Firm

New York, NY

Project Manager

July 2008 – Dec 2010

- Managed 120+ research projects for 40 clients across 20 industries, generating \$6M+ in revenue
- Conducted message tests, sentiment trackers, electoral studies, and focus groups for clients including State Farm, Merrill Lynch, The Hartford, Comcast, Hess, Proctor & Gamble, and Ukrainian Prime Minister Viktor Yushchenko
- Applied regression analysis to develop market segmentation for regional cellular service provider

ADDITIONAL

- Fluent in data tools including SQL (Redshift, BigQuery, etc.), R, and Tableau
- Analyzed polling on 2008 Obama for America campaign at Benenson Strategy Group
- Interned for Mayor Michael Bloomberg in New York City Hall Offices of Long-Term Planning and Sustainability
- Interned for *The New York Times* technology columnist David Pogue (2007)

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
6	M	3	2.	Member	Christopher Miller	8/3/22	8/2/24	1	City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Joshua Cooper Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
2	M	2	11.	Member	Amin Amos	8/3/21	8/2/23	1	Mayor
3/6 /9	F	2	12.	Get Engaged Member	Maria Buchanan	9/1/21	8/31/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	3			2	1	1			3			1
Council	3	1					2			2			
Other													
Total	7	4			2	1	3			5			1

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 02366, **Version:** 1

Appointment of Christiano Martinez as member, Seattle Transit Advisory Board, for a term to August 2, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Christiano Martinez</i>		
Board/Commission Name: <i>Seattle Transit Advisory Board</i>		Position Title: <i>Member (Position 3)</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		Term of Position: * 8/3/2022 to 8/2/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Belltown</i>	Zip Code: <i>98121</i>	Contact Phone No.: [REDACTED]
Background: <i>Christiano is a lifelong transit rider who does not own a car. He brings previous experience working directly with transit riders from his time in San Francisco where he worked as a bilingual Clipper Card customer service agent at Embarcadero Station and the SF Ferry Building, and he is currently involved with Seattle Subway, an organization advocating for an expanded Link Light Rail system.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

Christiano Martinez

Bilingual English/Spanish

Education

B.A. Geography (Latin America focus)
University of California, Santa Cruz

2002-2006

Transportation Experience

Volunteer (non-paid)

Seattle Subway

2021-present

- Provided public outreach as part of the street-team during the Seattle PrideFest annual event
- Staffed outdoor kiosk engaging the public in conversation around ST4 vision map & transit advocacy for future rail alignments (both planned & proposed) in the puget sound region
- Helped build public awareness around the Northgate Link Light Rail extension in preparation for the opening of the new U-district, Roosevelt, & Northgate stations.

Clipper Card Services Agent

2013-2014

Bay Crossings at Embarcadero BART/MUNI Station & SF Ferry Building (San Francisco, CA)

- Staffed Embarcadero underground transit station kiosk, providing customer service for Clipper Card (all-in-one transit fare payment card for the San Francisco Bay Area, similar to Orca used by Sound Transit).
 - Clipper card customer services include vending new cards, registering transit users, and loading digital transit passes
- Directed passengers and provided trip planning across various transit agencies including SF Bay Ferry, Golden Gate Ferry, BART, MUNI, and Caltrain inside San Francisco Ferry Building.
- Provided bilingual customer service for Clipper card users during the chaotic morning commute.

Program Assistant

2008-2009

TRANSFORM (formerly Transportation and Land Use Coalition (TALC)) (Oakland, CA)

- Assisted in the implementation of Transportation Equity And Community Health (TEACH) program
- Provided bilingual community outreach for Safe Routes to School program amidst changing bus routes in Alameda & Contra Costa Counties.
- Gathered community input and public comment on transportation impacts from disadvantaged and vulnerable community members.
- Supported program staff and director (Sita Chakalingum) with administrative and technical support.

Member

2018-present

YPT -Young Professionals in Transportation (San Francisco & Seattle Chapters)

Work Experience

GIS (Geospatial Information Systems) Technician (spanish & portuguese)

2021-present

Apple Inc. via Mindlance

- Analyzing satellite and street level imagery ensuring data is up to date and accurate. Database retrieval and translating and editing GIS data.
- Data management and quality control improvements using OSM and JOSM (Java) through cross-team collaboration.
- Improving public UI for Apple Maps. Other responsibilities; NDA signed.

General Manager**2014-2020****Oasis Nightclub & Theater (San Francisco, CA)**

- Managed all operational aspects of 10,000 sq ft queer performance venue in San Francisco SOMA club district with over 50 employees (managed bar, security, box office and production staff).
- Administered staff hiring and scheduling, payroll, inventory, vendor relationships, talent acquisition, and performer contracts.
- Outreach with local community performers and organizing various community events.
- Resolved financial settlement with performers (union, non-equity) using DocuSign.

Loan Specialist**2006-2013****Mechanics Bank (Hercules, CA)**

- Loan documentation servicer in the Risk Management Division operations center.
- Oversaw bank's paperless project, including digitizing all equity, consumer and business lines of credit.
- Laserpro, ITI, and Navigator banking software systems.

Research Associate**2003-2006****Chicano Latino Research Center (Santa Cruz, CA)**

- Supported academic periodical research for peer reviewed scholarly journals using JSTOR & LexisNexis databases.
- Published as co-contributor in the article "¿Quién es más urbanista?: Latinos and smart growth." (Pastor, Manuel. *UAR (Urban Affairs Review)* November 2008.

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

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3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
6	M	3	2.	Member	Christopher Miller	8/3/22	8/2/24	1	City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Joshua Cooper Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
2	M	2	11.	Member	Amin Amos	8/3/21	8/2/23	1	Mayor
3/6 /9	F	2	12.	Get Engaged Member	Maria Buchanan	9/1/21	8/31/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	3			2	1	1			3			1
Council	3	1					2			2			
Other													
Total	7	4			2	1	3			5			1

Key:

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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 02368, **Version:** 1

Reappointment of Sandro R. Pani as member, Seattle Transit Advisory Board, for a term to August 2, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Sandro R. Pani</i>		
Board/Commission Name: <i>Seattle Transit Advisory Board</i>		Position Title: <i>Member (Position 1)</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		Term of Position: * 8/3/2022 to 8/2/2024 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>First Hill</i>	Zip Code: <i>98101</i>	Contact Phone No.: [REDACTED]
Background: <i>Sandro is an experienced transit system engineer. He has worked on a broad range of projects in numerous cities. Sandro has worked on projects from early scoping and site selection through design and engineering along with construction mitigation planning. He prepared an asset risk register listing all infrastructure assets that are at risk to assist in prioritizing maintenance and capital funding for the Bay Area Rapid Transit (BART) system.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): August 24 th , 2022		Appointing Signatory: <i>Alex Pedersen</i> <i>Councilmember</i>

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

SANDRO R. PANI

Areas of Expertise:

*Program Management,
Project Management, Railway
Systems Engineering and
Integration, Transit Design
and Planning*

Chronology

*Aug. 2019 – Current
Lead Engineer / WSP USA /
Seattle, WA*

*Feb. 2018 – Aug. 2019
Lead Engineer / WSP USA /
San Francisco, CA*

*July 2013 – Feb. 2018
Rail Systems Eng. / HNTB
Corp. / San Francisco, CA*

*Sept. 2011 – June 2013
MSc. Post-graduate Student /
University of Birmingham /
Birmingham UK*

*June 2008 – Sept. 2011
Transportation Eng. / URS
Corp. / Rocky Hill, CT*

Registrations/Certifications

*Engineer-in-Training: MA,
2008 (22082)*

Training

*Post graduate course in
railway engineering at the
University of Hartford, CT.*

Software

*AutoCAD, MicroStation,
Microsoft Office*

Languages Spoken

English, Spanish

CAREER SUMMARY

Sandro Pani has ten years of experience in transit design, railway planning, project management and program management. He has completed a Master of Science degree in railway systems engineering and integration, which provides him with a broad background in all rail-related systems, including operations, infrastructure, signaling, and rolling-stock.

EDUCATION

M.S., Railway Systems Engineering and Integration, University of Birmingham, 2013
Birmingham, UK

B.S., Civil Engineering, Worcester Polytechnic Institute, Worcester, MA 2008

PROFESSIONAL EXPERIENCE

Pierce Transit Pacific Ave/SR7 Bus Rapid Transit (BRT) Project, Pierce County / Tacoma, WA (WSP) 2019-Current

Sandro is Utility Coordination Lead for final design services for the BRT project in the 14.4-mile Pacific Avenue/state Route 7 corridor. The Pierce Transit corridor-based bus rapid transit system will serve the Tacoma's Central Business District, Tacoma Dome Station, Parkland, and Spanaway. Sandro is responsible for leading communication with all public and private utilities impacted by the project, collecting utility facilities data, coordination utility relocation, and supporting application for required permits.

BART General Engineering Services (GES) Capital Asset Renewal Program Support, Oakland, CA (WSP) 2018-2019

Sandro was lead engineer for the on-call GES contract providing program management and technical support to BART's Maintenance and Engineering (M&E) Department. Sandro was responsible for delivering the monthly and quarterly M&E project review process, providing analysis and statistics of project status and performance for approximately 200 capital projects. Sandro led program management tasks including: M&E's annual project budget planning process and maintaining and improving state of good repair documents such as M&E's Asset Risk Register and unfunded Capital Needs Inventory.

California High-Speed Rail (CAHSR), San Francisco to Merced, CA (HNTB) 2016-2018

Sandro was systems design lead engineer on the San Francisco to Merced section of the CAHSR project. The 130-mile corridor is part of the larger 800-mile rail network throughout the state, that when completed will offer passenger rail services that will travel at speeds up to 220 mph connecting Northern and Southern California. Sandro is responsible for development of systems (ATC, communications, OCS, and traction power) preliminary design (30% level) in support of the environmental documents necessary to clear the two sections from San Francisco to San Jose, and San Jose to Merced, for the design-build procurement.

SANDRO R. PANI

LA Metro Crenshaw/LAX Transit Corridor Project, Los Angeles, CA (HNTB) 2013-2018

Sandro was the OCS engineer on the design-build project for the new 8.5-mile-long LA Metro light rail line connecting LA Metro's Green Line and Exposition lines, integrating the Los Angeles International Airport into the regional rail network. OCS included design of conductor rail system for underground structures and constant tension catenary for all other portions of the alignment. During design, Sandro was responsible for design of OCS pole placement, catenary layouts, and profiles. During post-design services, Sandro was responsible for managing and assisting in responding to systems related RFIs and submittals/shop drawings.

Metro-North Railroad (MNR) Station Modernization, New York, NY (HNTB) 2015-2016

Sandro was systems engineer for the development of communications designs to improve passenger information systems as well as upgrade the station network and security systems. This project included improvements for the majority MNR's 122 stations as part of a \$2.6B capital plan. Sandro assisted in developing the 30% design, locating new passenger information equipment, and developing CCTV coverage on platforms and in station buildings.

San Francisco Municipal Transportation Agency (SFMTA) Lifelines Study, San Francisco, CA (HNTB) 2015

As systems engineer on the Lifelines Study, Sandro was tasked with identifying vulnerabilities due to natural disasters in SFMTA transit infrastructure and facilities in the Financial District-Market Street corridor. He inspected traction power substations and related facilities to identify existing vulnerabilities and potential impacts to SFMTA's operations, and provided recommendations for mitigating the identified vulnerabilities.

Replacement of Wayside Electric Traction Substations on the New Haven Line, CT (URS) 2009-2011

Sandro was project engineer for the design and replacement of five railway wayside traction power substations serving the New Haven Main Line. During the design phase, he developed and drafted site and foundation drawings, quantity estimates, compiled and edited technical specifications, and drafted and reviewed contract drawings. During the construction phase he reviewed and responded to construction submittals, RFIs and change order initiators (COIs).

East Bridgeport Rail Yard Improvements Project, Bridgeport, CT (URS) 2008-2011

Sandro was project engineer for the design of overhead catenary systems for the East Bridgeport Rail Yard to provide additional storage for New Haven Rail commuter cars. Tasks during the design phase included field investigations, quantity and cost estimates, compiling and editing of technical specifications, and drafting and revising of contract drawings. Tasks during the construction phase included reviewing and responding to construction submittals/shop drawings, RFIs and COIs.

Metro-North Railway Bridge Replacement Feasibility Study, Stamford, CT (URS) 2010

Sandro was transportation engineer for the study to replacing five railway bridges in Stamford, CT, along the New Haven Line. He prepared construction staging plans, evaluated impact to railway service during construction, and developed alternatives of construction sequence.

Feasibility Study - Danbury Branch Electrification, CT (URS) 2008

Sandro was transportation engineer/planner for Phase II of the feasibility study, which consisted of Federal Transit Administration Alternatives Analysis and development of the Environmental Impact Statement. He collected data of existing conditions for rail simulations, conducted field investigations including Hi-Rail tour and walkthrough of the branch, and organized public scoping meetings.

POST-GRADUATE EXPERIENCE

Dissertation – Traveller Behaviour as part of the Generalised Cost Function

Determined the effect on the perception of time of passengers due to the use of mobile and wireless technologies while traveling by train. Conducted online survey research to reassess the weighting values used for the Generalized Cost Function and evaluate passengers' activities and their behavior during their rail journey.

Seattle Transit Advisory Board

12 Members: Pursuant to Resolution 31572, all members subject to City Council confirmation, 2-year terms:

- 7 Mayor- appointed
- 5 City Council- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
3	M	3	1.	Member	Sandro R. Pani	8/3/22	8/2/24	2	City Council
6	M	3	2.	Member	Christopher Miller	8/3/22	8/2/24	1	City Council
3	M	7	3.	Member	Christiano Martinez	8/3/22	8/2/24	1	City Council
6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Joshua Cooper Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Art Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
2	M	2	11.	Member	Amin Amos	8/3/21	8/2/23	1	Mayor
3/6 /9	F	2	12.	Get Engaged Member	Maria Buchanan	9/1/21	8/31/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	3			2	1	1			3			1
Council	3	1					2			2			
Other													
Total	7	4			2	1	3			5			1

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 02380, **Version:** 1

Reappointment of Arthur Kuniyuki as member, Seattle Transit Advisory Board, for a term to August 2, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Arthur Kuniyuki</i>		
Board/Commission Name: <i>Seattle Transit Advisory Board</i>		Position Title: <i>Member (Position 8)</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 type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other	Term of Position: * 8/3/2022 to 8/2/2024 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: <i>West Seattle</i>	Zip Code: <i>98106</i>	Contact Phone No.: [REDACTED]
Background: <i>Art is a third generation Japanese-American, born and raised in Seattle. Art is Payroll and Benefits Manager for the Pike Place Market Preservation and Development Authority. In his work, he manages the ORCA Business Passport Program for about 100 users and staying informed of what transit agencies are doing regarding fare collection, COVID-19 safety rules, and route planning are more important than ever. Art holds a degree in Business Administration with a concentration in finance and has worked for the American Red Cross, Seattle-King County Chapter and volunteers with several local organizations, including the Seattle Public Library and Wired for Learning.</i>		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 8/31/2022	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.

ARTHUR KUNIYUKI

QUALIFICATIONS

Proven Payroll and Benefits coordination and processing skills for over three decades.
Fully knowledgeable of ADP Payroll software (Workforce Now version)
Oversees Transportation needs by managing a 100 user ORCA Business Passport Card account.
Managed capital projects (network installation and CAT-5 wiring of a two story building)
Proven project management skills. Able to effectively communicate with stakeholders, meet time and budget constraints, and coordinate numerous vendor/customer activities.
Community leader – Board of Director Experience (Secretary/Treasurer), transportation advisory group for the **METRO CONNECTS** Plan, 19 year volunteer for the Seattle Public Library, volunteer photographer
Recognized as a patient, knowledgeable and effective teacher. Works well with diverse groups including ESL adults.

EDUCATION

B.A. - Business, University of Washington, Seattle, WA 1984

EMPLOYMENT HISTORY

Pike Place Market Preservation and Development Authority 2002-present
Payroll and HR Specialist, Payroll and Benefits Administrator, Payroll and Benefits Manager (2003 – present).

Responsible for all aspects of cloud-based ADP payroll processing and reporting for 100 employees. Conducts new employee orientations and oversees all corporate benefits processing (Medical, Dental, Vision, Life Insurance, Flex-Plan). Oversees 100 ORCA Business Passport card account. Assists HR Director with criminal background checks, personnel file maintenance, union contract preparation, personnel data analysis, employee recognition, budget preparation, and pension fund data analysis. Also assists with front desk / reception desk backup, and backup cashier duties, as required.

Temporary Employee (2002-2003)

Assisted the Accounting Department with Accounts Payable, Payroll Specialist with payroll and benefits processing, Front Desk with receptionist and office support tasks.

American Red Cross of Seattle-King County 1986-2002

Operations Administrator (1993-2002). Oversaw all corporate Information Technology systems and equipment including servers, workstations, laptops, PBX and voicemail. Provided technical support, maintenance and repair. Designed and implemented training programs on computer hardware/software programs and office equipment to all staff and volunteers. Procured all corporate office supplies, equipment and materials. Negotiated pricing, delivery and credit requirements with all vendors and the maintenance agreements on all IT devices. Updated Disaster Recovery Plan.

Payroll Coordinator (1986-1996). Processed payroll for 100 employees. Posted general ledger expenses.

Computer Specialist (1987-1993). Developed computer system procedures. Planned for future computer needs. Provided computer training and support services.

Bookkeeper (1986-1989). Performed AP and Payroll duties. Posted general ledger entries.

COMMUNITY ACTIVITIES

Seattle Public Library System Volunteer, February 2001 – present (Computer Instructor, Tutoring)

Board of Directors, Three Dollar Bill Cinema, 2007-2012, Treasurer and Secretary

Metro Transit Long Range Plan Community Advisory Group, 2015-2016, developed the **METRO CONNECTS** Plan

Volunteer Photographer, The Great Figgy Pudding Caroling Competition, 2018 - present

Community Advisory Group, The AMP: AIDS Memorial Pathway (Capitol Hill), 2018 - present

REFERENCES

Available Upon Request

Seattle Transit Advisory Board

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Roster:

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6	F	6	4.	Member	Michelle Zeidman	8/3/21	8/2/23	3	City Council
		7	5.	Member	Xander Barbar	8/3/21	8/2/23	1	City Council
6	M	6	6.	Member	Joshua Cooper Hirschland	8/3/22	8/2/24	1	Mayor
1	M	3	7.	Member	Ashwin Bhumbala	8/3/22	8/2/24	1	Mayor
1	M	1	8.	Member	Arthur Kuniyuki	8/3/22	8/2/24	2	Mayor
	F	7	9.	Member	Erin Tighe	8/3/21	8/2/23	4	Mayor
6	F	3	10.	Member	McKenna Lux	8/3/21	8/2/23	1	Mayor
2	M	2	11.	Member	Amin Amos	8/3/21	8/2/23	1	Mayor
3/6 /9	F	2	12.	Get Engaged Member	Maria Buchanan	9/1/21	8/31/22	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	4	3			2	1	1			3			1
Council	3	1					2			2			
Other													
Total	7	4			2	1	3			5			1

Key:

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

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Legislation Text

File #: CB 120419, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the State Route 520 Bridge Replacement and High Occupancy Vehicle Program; authorizing execution of an amendment to General Maintenance Agreement GMB 1094 between The City of Seattle and the State of Washington, to add the Portage Bay Bridge and Roanoke Lid Project. WHEREAS, the Washington State Department of Transportation (WSDOT) is reconstructing segments of State

Route 520 (“SR 520”) through its SR 520 Bridge Replacement and High Occupancy Vehicle Program (“Program”); and

WHEREAS, the Program will construct, reconstruct, and install infrastructure and landscaping within, crossing over, adjacent to and near SR 520 (“Improvements”) within the incorporated limits of Seattle; and

WHEREAS, WSDOT is planning design, construction, and operation of the SR 520: Portage Bay Bridge and Roanoke Lid Project (“Project”), extending from approximately Mile Post 0.12 to Mile Post 1.12; and

WHEREAS, the Project went through an extensive public engagement process in 2019 to solicit community feedback on conceptual designs, and was also reviewed and endorsed by the Seattle Design Commission; and

WHEREAS, the State of Washington (“State”) and the City entered into Freeway Agreement GM 359 (“GM 359”) on July 20, 1965, to document their respective maintenance responsibilities for infrastructure along the Interstate 5 (“I-5”) corridor, between South Ryan Street and Northeast 145th Street; and

WHEREAS, the State and the City determined that GM 359 did not provide sufficient guidance relative to their respective obligations for maintenance and operation of the Improvements due to the unique features constructed as part of the Improvements; and

WHEREAS, the State and the City agreed to enter into a separate agreement to provide for the unique features not previously addressed in GM 359; and

WHEREAS, Ordinance 125754, passed in January 2019, authorized execution of General Maintenance Agreement GMB 1094 (“Agreement”) to document the State’s and the City’s operation and maintenance responsibilities related to the SR 520: Montlake to Lake Washington - Interchange and Bridge Replacement Project, and to establish a method of reimbursement of costs, where applicable, for such maintenance responsibilities; and

WHEREAS, the provisions of Section 18 of the Agreement allow for changes to the original Agreement, provided they are mutually agreed upon by the State and the City in writing, and also allow for future phases of the SR 520 Program to be addressed by amendment to the Agreement; and

WHEREAS, the State and the City now wish to amend GMB 1094 for the addition of operation and maintenance responsibilities related to the SR 520: Portage Bay Bridge and Roanoke Lid Project; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor, or designee, is hereby authorized to execute, for and on behalf of The City of Seattle, Amendment No. 1 to General Maintenance Agreement GMB 1094 with the State of Washington, related to the SR 520 Corridor, substantially in the form attached hereto as Attachment 1.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson,, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - GMB 1094, Amendment No. 1, General Maintenance Agreement, City of Seattle and
Washington State Department of Transportation, SR 520 Corridor

Exhibit A: SR 520 Vicinity Map

Exhibit B1/B2: Agreement Area Map Key and Table for Portage Bay Bridge

Exhibit C1/C2: Wall Maintenance Map Key and Table for Portage Bay Bridge

Exhibit D: Montlake and Roanoke Lids and Bike/Pedestrian Crossings Section

Exhibit E: Wall Tieback Graphic

**GMB 1094
AMENDMENT NO. 1
GENERAL MAINTENANCE AGREEMENT
CITY OF SEATTLE AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
SR 520 CORRIDOR**

This Amendment No. 1 is entered into between Washington State Department of Transportation (WSDOT), and the City of Seattle (City), collectively referred to as the “Parties” and individually referred to as the “Party.”

RECITALS

1. The Parties entered into the original General Maintenance Agreement GMB 1094 (Agreement) on May 17, 2019, to document their respective operation and maintenance responsibilities related to the *SR 520: Montlake to Lake Washington - Interchange and Bridge Replacement Project* (Montlake Project), and to establish a method of reimbursement of costs, where applicable, for such maintenance responsibilities; and
2. In 2019, the *SR 520: Portage Bay Bridge and Roanoke Lid Project* went through an extensive public engagement process to solicit community feedback on conceptual designs and was also reviewed and endorsed by the Seattle Design Commission; and
3. WSDOT will be constructing the *SR 520: Portage Bay Bridge and Roanoke Lid Project*, extending from approximately Mile Post (MP) 0.12 to MP 1.12 as generally depicted in Exhibit A, SR 520 Vicinity Map. The *SR 520: Portage Bay Bridge and Roanoke Lid Project* will construct, reconstruct and install infrastructure and landscaping within, crossing over, adjacent to and near SR 520 within incorporated limits of the City; and
4. On July 20, 1965, WSDOT (as successor to Washington State Highway Commission) and the City (acting by and through the Mayor of the City of Seattle) entered into Agreement GM 359 related to each Party’s Maintenance responsibilities for infrastructure along the I-5 corridor, between South Ryan Street and Northeast 145th Street; and
5. The Parties have determined that GM 359 does not provide sufficient guidance relative to the Parties’ respective obligations for Maintenance and Operation of the Project Improvements due to the unique features constructed as part of Project Improvements; and
6. The provisions of Section 18.0, Amendment, in the Agreement, allow for changes to the original Agreement provided they are mutually agreed upon by the Parties in writing, and also

allow for future phases of the SR 520 Bridge Replacement and HOV Program to be addressed by amendment to the original Agreement, and similarly, if WSDOT's construction phasing of the Portage Bay Bridge and Roanoke Lid Project changes, any necessary revisions will also be addressed by amendment mutually agreed upon by the Parties in writing.

7. The Parties wish to revise sections of the Agreement (Sections 1.0, 2.0, 3.0, 4.0, 5.0, 8.0, 10.0, 11.0, 12.0, and 13.0); update and modify Exhibits A and D of the Agreement; and include new Exhibits B1/B2 (*Agreement Area Map Key/Agreement Area Map Key Table for Portage Bay Bridge*), new Exhibits C1/C2 (*Wall Maintenance Map Key/Wall Maintenance Map Key Table for Portage Bay Bridge*), and new Exhibit E (*Wall Tieback Graphic*) to the Agreement to allow the addition of operation and maintenance responsibilities related to the *SR 520: Portage Bay Bridge and Roanoke Lid Project*; and

8. The Parties plan to execute the *SR 520: Portage Bay Bridge and Roanoke Lid Project* Design Build Procedures by the third quarter of 2022, establishing a process by which the City will review and accept the improvements to be operated and maintained by the City on completion of the *SR 520: Portage Bay Bridge and Roanoke Lid Project*.

NOW, THEREFORE, pursuant to RCW 47.52, RCW 47.28.140, RCW 39.34, RCW 47.24, RCW 47.52.090, Guidelines, and the above recitals, and in consideration of terms, conditions, performances, and duties described herein, and made a part hereof including hereto;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The following subsections of Section **1.0 DEFINITIONS** are hereby replaced with the following:
 - 1.1 Agreement – GMB 1094 and any amendments.
 - 1.2 Agreement Area – Area within WSDOT limited access AND within the Project Area, as depicted in the colored areas on Exhibits B and B1/B2 (*Agreement Area Map Key/Agreement Area Map Key Table*).
 - 1.5 Design Build Procedures – For the Montlake Project: Exhibit A to Task Order AB of the Project Services Agreement (PSA) GCA 5962; for the Portage Bay Bridge and Roanoke Lid Project: Exhibit A to Task Order AH of GCA 5962.
 - 1.6 Improve and Replace or Improvement and Replacement – An upgrade or reconstruction of a Project Improvement that is outside of normal Maintenance and Operations as is necessary to enhance or restore the originally intended function of the Project Improvement, the cost of which shall be borne by the

party that is responsible to “Improve and Replace” the element as set forth on Exhibits B and B1/B2. This includes modifications to Project Improvements required due to changes in use over time, obsolescence and resolving problems due to ordinary use or misuse of Project Improvements.

1.7 Maintain or Maintenance – The routine, anticipated and unanticipated activities including inspection, cleaning, repair and parts replacement required to prevent the failure or degradation of, and preserve the function and safe use of Project Improvements and all associated costs. WSDOT and City Maintenance responsibilities are as described in this Agreement and Exhibits B, B1/B2, C and C1/C2.

1.10 Project Improvements – improvements to be constructed and installed by Project within the Agreement Area, as shown in Exhibits B, B1/B2, C, C1/C2, and D. Project Improvements include integrated access and space for maintenance equipment and design to withstand loads from maintenance vehicles and to allow for routine maintenance activities.

2. The following subsection of Section **2.0 GENERAL** is hereby replaced with the following:

2.6 The Party responsible to Improve and Replace shall do so in accordance with Section 11.0 and Exhibits B, B1/B2, C, and C1/C2.

The following subsection of Section **2.0 GENERAL** is hereby added:

2.7 GM 359 (*Seattle General Maintenance Agreement, executed July 20, 1965*) is superseded by this Agreement for all Project Improvements located within the Agreement Area, and for Operation, Maintenance, and Improve and Replace of the same.

GM 359 will remain an active agreement and will continue to apply to all portions of the I-5 corridor not addressed by this Agreement, to the limited extent, and solely regarding, details or specifics not addressed by this Agreement and not in conflict with this Agreement; and if this Agreement is inconsistent or in conflict with GM 359, the terms of this Agreement shall apply.

3. The following subsections of Section **3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS** are hereby replaced with the following:

- 3.1 WSDOT shall Operate, Maintain, and Improve and Replace the Project Improvements within the Agreement Area identified as WSDOT responsibilities in Exhibits B, B1/B2, C and C1/C2.
- 3.2 WSDOT shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B, B1/B2, C and C1/C2.
- 3.3 For all items on Exhibits B and B1/B2, Agreement Area Map Key Table marked as “WSDOT (Structure, includes waterproofing assembly)”, WSDOT shall have responsibility for all wingwalls, bridge rails and railings on the WSDOT owned structure. WSDOT shall also have Operation, Maintenance, and Improve and Replace responsibilities below the Interface Line shown in Exhibit D (including any potential lightweight fill), for illumination attached to bridge rails and railings on the structure, and for foundation bases, anchor bolts, and any other facilities integral to, embedded in, or attached to the structure.
- 3.4 In addition to Project Improvements described in Exhibits B, B1/B2, C and C1/C2, WSDOT shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:
 - A. Directional signage. Pursuant to the Design Build Procedures, WSDOT shall provide opportunities for the City to review and approve specific locations for freeway directional signs that may be placed within City right-of-way per Section 4.6 of this Agreement. WSDOT will be responsible to Maintain and Replace signs, posts, and mast-arms or other ground supports if used, as needed. If span wires are used, the City will be responsible to Maintain and Replace the span wires and their posts or other ground support, per Section 4.6.A of this Agreement.
 - B. If the City proposes to Replace signs, WSDOT will review and approve design and size, and fabricate and furnish to the City at WSDOT cost.
 - C. If WSDOT proposes to Replace signs, WSDOT will fabricate and furnish to the City, at WSDOT cost.

The following subsection of Section **3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS** is hereby added:

- 3.6 WSDOT will install and Maintain underground, permanent tie backs extending into City right-of-way at East Roanoke Street in the vicinity of 10th Avenue East, to support a WSDOT-owned wall that will be constructed as part of the SR-520 program, as shown in Exhibit E. WSDOT shall be solely responsible for Maintaining

such tiebacks. WSDOT hereby agrees to indemnify and hold the City harmless from all costs and liability associated with installing such tiebacks and/or leaving portions of such tiebacks situated in City right-of-way. SDOT agrees to restrict any future excavation from extending deeper than elevation 137 feet NAVD88 at the location of such tiebacks, as shown in Exhibit E.

4. The following subsections of Section **4.0 CITY RESPONSIBILITIES FOR PROJECT IMPROVEMENTS** are hereby replaced with the following:

- 4.1 Except as established in Section 4.2, the City's Operations, Maintenance and Improve and Replace responsibilities defined in Exhibits B, B1/B2, C and C1/C2 shall not begin until the City's issuance of a Letter of Interim Use and Operations or a Letter of Acceptance for specific Project Improvements in accordance with the Design Build Procedures.
- 4.2 The City's landscape Operation, Maintenance and Improve and Replace responsibilities shall not begin until: (1) the conclusion of WSDOT's contractor's obligation for plant establishment as defined in the Design Build Procedures, (2) acceptance by WSDOT, and (3) the City's issuance of a Letter of Interim Use and Operations or a Letter of Acceptance for landscaping in accordance with the Design Build Procedures.
- 4.3 The City shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B, B1/B2, C and C1/C2.
- 4.6 In addition to Project Improvements described by Exhibits B, B1/B2, C and C1/C2, the City shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:
 - A. Span Wires, Sign Supports and associated Freeway Directional Signs. Where freeway directional signs are placed on span wires at CITY's request, the City shall have sole responsibility for Maintenance and Replacement of those wires, and their posts or other ground support. WSDOT will furnish replacement signs per Section 3.4.A.

5. The following subsections of **Section 5.0 COORDINATION OF ACTIVITIES** are hereby replaced with the following:

- 5.1 WSDOT shall notify the City at least ten (10) business days prior to start of any excavation or work that will disturb surface elements in City-Maintained areas of WSDOT right-of-way or in the City right-of-way to access below the Interface

Line for Maintenance, or Improvement and Replacement. WSDOT shall restore disturbed areas to conditions existing prior to the excavation or work.

WSDOT shall notify the City by U.S. Mail to the address below:

ROW Maintenance
Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996

- 5.2 The City shall notify WSDOT ten (10) business days prior to start of any excavation that will disturb surface elements in WSDOT right-of-way to access above the Interface Line for Maintenance, or Improvement and Replacement. WSDOT will make As-Built plans available to the City upon request. The City shall restore disturbed areas to conditions existing prior to the excavation or work.

The City shall notify WSDOT by U.S. Mail to the address below:

WSDOT NWR Area 5 Maintenance
10833 Northup Way
Bellevue, WA 98004

6. The following subsections of Section **8.0 EMERGENCY MAINTENANCE AND REPLACEMENT** are hereby replaced with the following:

8.1 Notification.

- 8.1.1 Should a Party determine that the condition of a Project Improvement presents an immediate danger to the public or to the real property, facility, or Operations of the Party, and that Maintenance is needed to remedy the immediate danger, the Party will notify, by phone or in writing, the Party responsible to Maintain such Project Improvement, as set forth on Exhibits B, B1/B2, C and C1/C2, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

- 8.1.2 Should a Party determine that the condition of a Project Improvement presents an immediate danger to the public or to the real property, facility, or Operations of the Party, and that Improve and Replace is needed to remedy the immediate danger, the Party will notify, in writing, the Party responsible to Improve and Replace such Project Improvement, as set forth on Exhibits B, B1/B2, C and C1/C2, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

7. The following subsections of Section **10.0 PAYMENT** are hereby added:

- 10.4 WSDOT shall pay the City \$10,500.00 per acre per year for each acre of landscaping Maintained by the City pursuant to Exhibits B1/B2 and C1/C2 (Portage Bay Base Payment), unless or until the Parties revisit the Maintenance responsibilities and the Portage Bay Base Payment rate and agree in writing to an adjustment pursuant to Section 10.7. Payment shall be made on a quarterly basis.
- 10.5 The Parties have agreed to the Portage Bay Base Payment based on assumptions and landscape areas provided in Exhibits B1/B2 and C1/C2.
- 10.6 The Parties agree the acreage of landscaped areas to be Maintained by the City, pursuant to Exhibits B1/B2 and C1/C2, shall not exceed 5.5 acres without amendment to this Agreement.
- 10.7 The Parties intend to revisit both the Maintenance responsibilities and the Portage Bay Base Payment rate based on the Released for Construction (RFC) submittal of the Project Improvements that are subject to this Agreement. Maintenance costs will be determined based on Seattle Parks and Recreation's (SPR's) PLANT model used to track actual maintenance costs of SPR's facilities, based on the type of facilities. Maintenance responsibilities, square footage of areas subject to City Maintenance, and Portage Bay Base Payment amount per acre per year will be adjusted based on the RFC submittal.
- 10.8 WSDOT will develop Letters of Understanding (LOUs) for City concurrence to document any changes during design and construction. After a Letter of Interim Use and Operations or a Letter of Acceptance for specific Project Improvements in accordance with the Design Build Procedures is issued, this Agreement will be amended to address the changes as provided in the LOUs.

8. Section **11.0 MODIFICATIONS** is hereby retitled as **11.0 IMPROVE AND REPLACE**, and the following subsections are hereby replaced with the following:

- 11.1 Neither Party shall make any modifications outside of normal Maintenance activities to the Project Improvements (Improvement and Replacement) without the prior written concurrence of the other Party. Unless otherwise agreed to in writing, the Party proposing the Improvement and Replacement shall fund and construct the Improvement and Replacement.

- 11.2 Any Improvement and Replacement as described in Section 11.1 of this Agreement within WSDOT right-of-way are subject to WSDOT written concurrence.
 - 11.3 Any Improvement and Replacement as described in Section 11.1 of this Agreement within City right-of-way or in an area Maintained, or Improved and Replaced, by the City are subject to City written concurrence.
 - 11.4 WSDOT shall construct all infrastructure to be Maintained, or Improved and Replaced, by the City in accordance with City Standards.
 - 11.5 The Parties may mutually agree, in writing, to remove a Project Improvement as a means of remedying the need to Improve or Replace said Project Improvement.
 - 11.6 In the event that widening or other highway improvements are contemplated by WSDOT that will impact the Agreement Area, the Parties will review the impacts and coordinate on any necessary amendments to this Agreement.
9. The following subsection of Section **12.0 RIGHT OF ENTRY AND ACCESS** is hereby replaced with the following:
- 12.2 City is hereby authorized to enter WSDOT right-of-way to Operate or Maintain or Improve and Replace the Project Improvements as required under this Agreement. WSDOT shall not require a permit or franchise of any kind for the City's use of WSDOT right-of-way.
10. The following subsection of Section **13.0 NOTIFICATION AND CONTACTS** is hereby replaced with the following:
- 13.1 Except as otherwise provided herein, all communications regarding this Agreement or notices required by this Agreement shall be directed to the Parties' designated representatives by U.S. Mail or electronic mail and will be deemed sufficiently given if sent to addressee at address stated below or such other address as may be hereafter specified in writing.

<p>TO WSDOT: Morgan Balogh, NWR Assistant Regional Administrator for Maintenance Washington State Dept. of Transportation 15700 Dayton Ave N Seattle, WA 98133</p> <p>Email: baloghm@wsdot.wa.gov Phone: 206-440-4656</p>	<p>To SDOT: Name: Title: Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996</p> <p>Email: Phone:</p>
<p>To SCL: Debra Smith General Manager and CEO Seattle City Light PO Box 94747 Seattle, WA 98124-4747</p> <p>Email: Debra.Smith@seattle.gov Phone: 206-684-3500</p>	<p>To SPR: Christopher Williams Acting Superintendent Seattle Parks & Recreation 100 Dexter Ave N Seattle, WA 98109</p> <p>Email: Christopher.Williams@seattle.gov Phone: 206-684-4075</p>
<p>To SPU: Andrew Lee General Manager and CEO Seattle Public Utilities PO Box 34018 Seattle, WA 98124-4018</p> <p>Email: Andrew.Lee@seattle.gov Phone: 206-733-9191</p>	

11. **EXHIBITS** – The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A (*SR 520 Vicinity Map*) – UPDATED

Exhibit B1/B2 (*Agreement Area Map Key and Table for Portage Bay Bridge*) – NEW

Exhibit C1/C2 (*Wall Maintenance Map Key and Table for Portage Bay Bridge*) – NEW

Exhibit D (*Montlake and Roanoke Lids and Bike/Pedestrian Crossings Section*) – UPDATED

Exhibit E (*Wall Tieback Graphic*) - NEW

12. All other terms and conditions of the original Agreement shall remain in full force and effect, except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Parties' date last signed below:

**SEATTLE DEPARTMENT
OF TRANSPORTATION**

Director

Date

SEATTLE CITY LIGHT

Debra Smith
General Manager and CEO

Date

SEATTLE PARKS AND RECREATION

Christopher Williams
Acting Superintendent

Date

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Morgan Balogh
Assistant Regional Administrator –
Maintenance

Date

SEATTLE PUBLIC UTILITIES

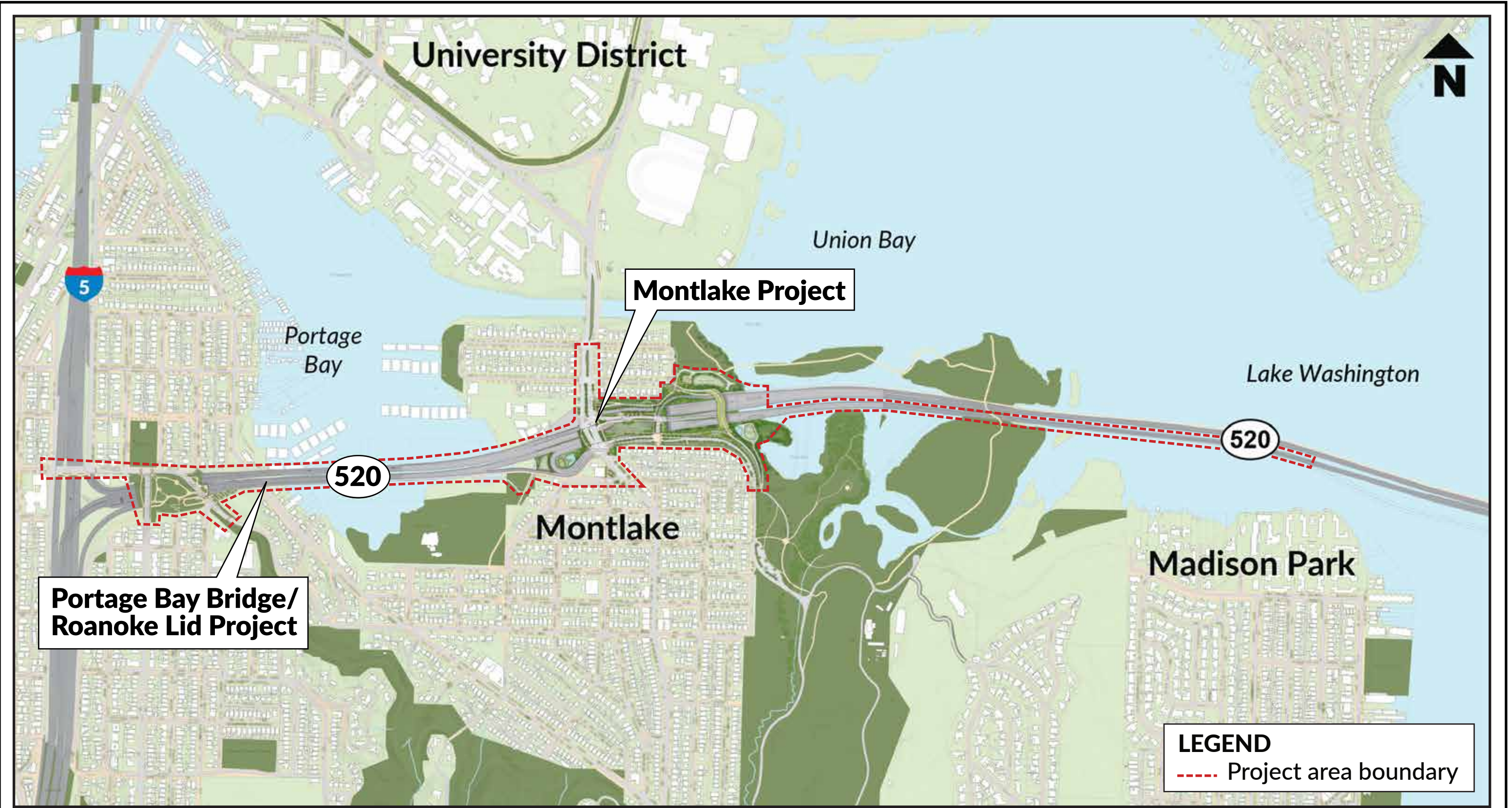
Andrew Lee
General Manager and CEO

Date

APPROVED AS TO FORM:

WSDOT Assistant Attorney General

Date

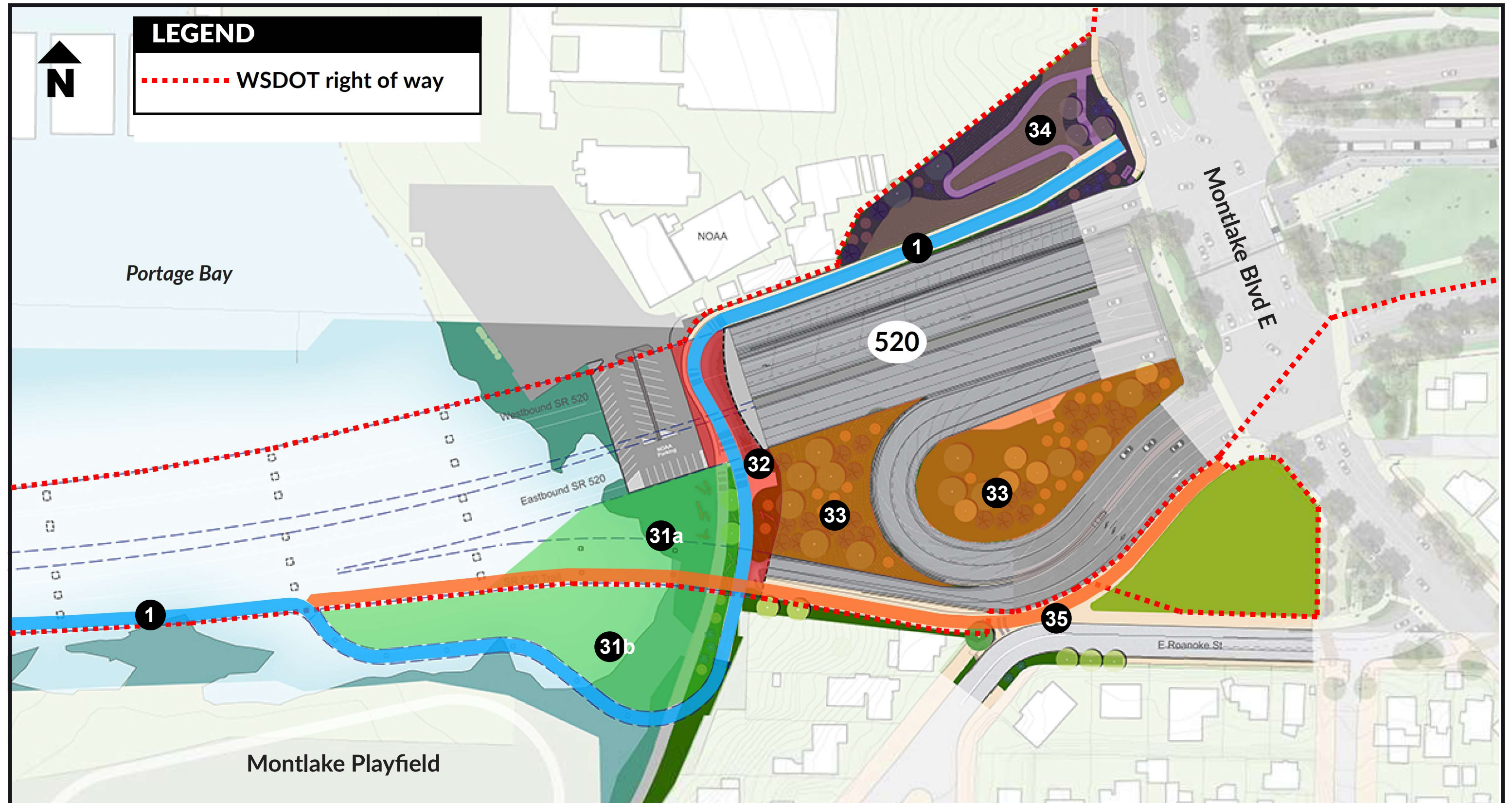


GMB 1094-01
Exhibit A: SR 520 vicinity map



GMB 1094-01
Exhibit B1: Agreement area map key

3/26/2021



GMB 1094-01
Exhibit B2: Agreement area map key

3/26/2021

GMB 1094-01
Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 1 RSUP - continued from Montlake Phase, Exhibit B	Regional Shared Use Path	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	WSDOT	WSDOT	WSDOT	
	Illumination System - Regional Trail Lights	WSDOT	WSDOT	WSDOT	
	Signage/wayfinding	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 22 ROANOKE LID (OPEN SPACE AREA)	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (SCL standard stock; for ramp illumination - Marina fixtures on hinged-base poles)	WSDOT / CITY-SCL	WSDOT / CITY-SCL	WSDOT / CITY-SCL	CITY to maintain poles and fixtures, and WSDOT to own/maintain foundation bases, anchor bolts, and any other facilities integral, embedded, or attached to structure, such as power conduit, junction boxes and all ancillary equipment not accessible by standard SCL equipment and operators.
	Illumination System at Cascade Connection Ramp (SCL standard stock Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Seatwall	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall	CITY - SPR	CITY - SPR	CITY - SPR	
	Non-Viewpoint Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Viewpoint Concrete Sidewalk	CITY - SPR	CITY - SPR	CITY - SPR	
	Flexi-Pave Path (adjacent to Multipurpose Pathway)	CITY - SPR	CITY - SPR	CITY - SPR	
	Multipurpose Pathway	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Stairs	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Landscape Stairs	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types	CITY - SPR	CITY - SPR	CITY - SPR	
	Signage (bicycle & pedestrian wayfinding/directional, bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Site Furnishings (Benches, Bike Racks, Trash Receptacles, Water Fountain, Etc)	CITY - SPR	CITY - SPR	CITY - SPR	SPR will provide trash receptacles and begin to empty trash receptacles at issuance of Letter of Acceptance
	Drainage & Conveyance System	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	Waterproofing assembly drainage is WSDOT responsibility and lid surface collection is the City's. Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.

GMB 1094-01
Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 23 LID AREA EAST	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (SCL standard stock; for stair illumination - Marina fixtures on hinged-base poles)	WSDOT / CITY-SCL	WSDOT / CITY-SCL	WSDOT / CITY-SCL	
	Illumination System at Boyer Stairs (SCL standard stock Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	CITY to maintain poles and fixtures, and WSDOT to own/maintain foundation bases, anchor bolts, and any other facilities integral, embedded, or attached to structure, such as power conduit, junction boxes and all ancillary equipment not accessible by standard SCL equipment and operators.
	Concrete Seatwall	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Sidewalk	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Stairs	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types	CITY - SPR	CITY - SPR	CITY - SPR	
	Drainage & Conveyance System	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	Waterproofing assembly drainage is WSDOT responsibility and lid surface collection is the City's. Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.
AREA 24 UNDER BRIDGE AREA WEST OF BOYER	Ground plane (planting/fencing)	WSDOT	WSDOT	WSDOT	
	Illumination System (under bridge lighting)	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 25 HARVARD CONNECTION	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Illumination System (SCL standard stock fixtures, including tunnel lighting; for ramp illumination - Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	ROW Fencing	WSDOT	WSDOT	WSDOT	
	Flexi-Pave Path (adjacent to Multipurpose Pathway)	CITY - SPR	CITY - SPR	CITY - SPR	
	Multipurpose Pathway	CITY - SDOT	CITY - SDOT	CITY - SDOT	Accommodate loads from maintenance vehicles.
	Multipurpose Pathway Tunnel Structure, Finishes & Systems	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types (along multipurpose pathway)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (wayfinding)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	WSDOT	CITY - SPU	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.

GMB 1094-01
Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 26 CITY STREETS & VIEWPOINTS 10TH AVE. E. / DELMAR DR. E. / BOYER AVE. E.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	10th Ave. & Delmar Dr. - concrete paving, curb & gutter	CITY -SDOT	CITY-SDOT	CITY-SDOT	
	E. Roanoke St. - asphalt paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Stair at Delmar Dr. E. (from outlook area to RSUP)	CITY - SDOT	CITY - SPR	CITY - SPR	
	Concrete crosswalks at E. Roanoke & 10th Ave. & Delmar & Harvard	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Planting (planting strips)	CITY - SDOT	CITY - SDOT	CITY - SDOT	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Non-Viewpoint Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Viewpoint Concrete Sidewalk	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Pedestrian Railing Types	CITY - SPR / SDOT	CITY - SPR / SDOT	CITY - SPR / SDOT	Railing responsibility follows the wall/stair or sidewalk responsibility
	Site Furnishings (Trash Receptacles at Viewpoints)	CITY - SPR	CITY - SPR	CITY - SPR	SPR will provide trash receptacles and begin to empty trash receptacles at issuance of Letter of Acceptance
	Signage (parking, directional, wayfinding etc.)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Interpretive Marker Sign & Cobbles (salvage materials from Bagley viewpoint)	CITY - SPR	CITY - SPR	CITY - SPR	
	Bus stops	KC METRO	KC METRO	KC METRO	Bus stops to be maintained by KC METRO
AREA 27 LID AREA WEST	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.
	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Emergency Vehicle Warning System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	ITS FLS Cabinet and Vault Cluster Enclosure	WSDOT	WSDOT	WSDOT	
AREA 28 UNDER BRIDGE AREA EAST OF BOYER	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.
	Groundplane (planting, etc.)	WSDOT	WSDOT	WSDOT	
	Illumination System (under bridge lighting at columns)	WSDOT	WSDOT	WSDOT	
	WSDOT Outfall	WSDOT	WSDOT	WSDOT	
	SPU Outfall	CITY - SPU	CITY - SPU	CITY - SPU	

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Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 29 I-5 ROANOKE TRAIL CROSSING BRIDGE	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SDOT	CITY - SDOT	CITY - SDOT	WSDOT will NOT reimburse COS for SDOT landscape maintenance.
	Irrigation System (after 3-year plant establishment)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Illumination System - Baseplate	WSDOT	WSDOT	WSDOT	
	Illumination System (SCL standard stock fixtures)	WSDOT / CITY-SCL	WSDOT / CITY-SCL	WSDOT / CITY-SCL	CITY to maintain poles and fixtures; WSDOT to own/maintain foundation bases, anchor bolts, and any other facilities integral, embedded, or attached to structure, such as power conduit, junction boxes and all ancillary equipment not accessible by standard SCL equipment and operators
	Illumination attached to the structure related to the safe operation of I-5 will be maintained, operated, and improved and replaced by the WSDOT.	WSDOT	WSDOT	WSDOT	
	Stamped Concrete - separation between roadway and sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Sidewalk (not part of bridge structure)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	SPU - responsible for maintenance to keep the inlets free flowing. WSDOT - responsible for maintaining all piping in and under the bridge.
AREA 31a SOUTH OF 520 ADJACENT TO MONTLAKE PLAYFIELD WITHIN SR 520 R.O.W.	Bill Dawson Trail connection over E. Montlake Playfield	CITY - SPR	CITY - SPR	CITY - SPR	
	Wetlands/Shoreline Area	WSDOT	WSDOT	WSDOT	WSDOT is responsible for the 10-year establishment period and thereafter.
	WSDOT Outfall	WSDOT	WSDOT	WSDOT	
AREA 31b SOUTH OF 520 ADJACENT TO MONTLAKE PLAYFIELD OUTSIDE OF SR 520 R.O.W.	Bill Dawson Trail connection over E. Montlake Playfield	CITY - SPR	CITY - SPR	CITY - SPR	
	Wetlands/Shoreline Area	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT is responsible for the 10-year establishment period. After that, SPR is responsible
AREA 32 BILL DAWSON WEST OF MONTLAKE LOOP RAMP	Planting	WSDOT	WSDOT	WSDOT	
	Ground plane (planting/paving) between shared use path and abutment	WSDOT	WSDOT	WSDOT	
	Illumination System	WSDOT	WSDOT	WSDOT	
	14 ft. RSUP	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	WSDOT	WSDOT	WSDOT	
	Screen Wall	WSDOT	WSDOT	WSDOT	
	Landscape Walls	WSDOT	WSDOT	WSDOT	
	Signage (Bill Dawson)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System for Bill Dawson trail	WSDOT	WSDOT	WSDOT	
AREA 33 STORMWATER FACILITIES AT MONTLAKE LOOP RAMP & WEST OF MONTLAKE LOOP RAMP	Drainage & Conveyance System and associated planting	WSDOT	WSDOT	WSDOT	

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Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 34 BILL DAWSON TRAIL CONNECTION NORTH OF 520 (FORMER NOAA PROPERTY)	Planting	CITY - SPR	CITY - SPR	CITY - SPR	Planting per east portal areas. WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Fencing	WSDOT	WSDOT	WSDOT	
	Illumination System (SCL standard stock Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Stairs	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types (at stairs, ramps and along sidewalk)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage and Conveyance systems	CITY - SPU	CITY - SPU	CITY - SPU	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.
AREA 35 RSUP CONNECTION AT-GRADE MONTLAKE BLVD	Concrete Sidewalk	WSDOT	CITY - SDOT	CITY - SDOT	
	Illumination System	WSDOT	WSDOT	WSDOT	
	Pedestrian Railing Types	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	WSDOT to take local trail drainage (does not include E Roanoke St.)

NOTES

Irrigation System - Includes all system components including but not limited to: main lines, lateral lines, valves, irrigation heads, controller

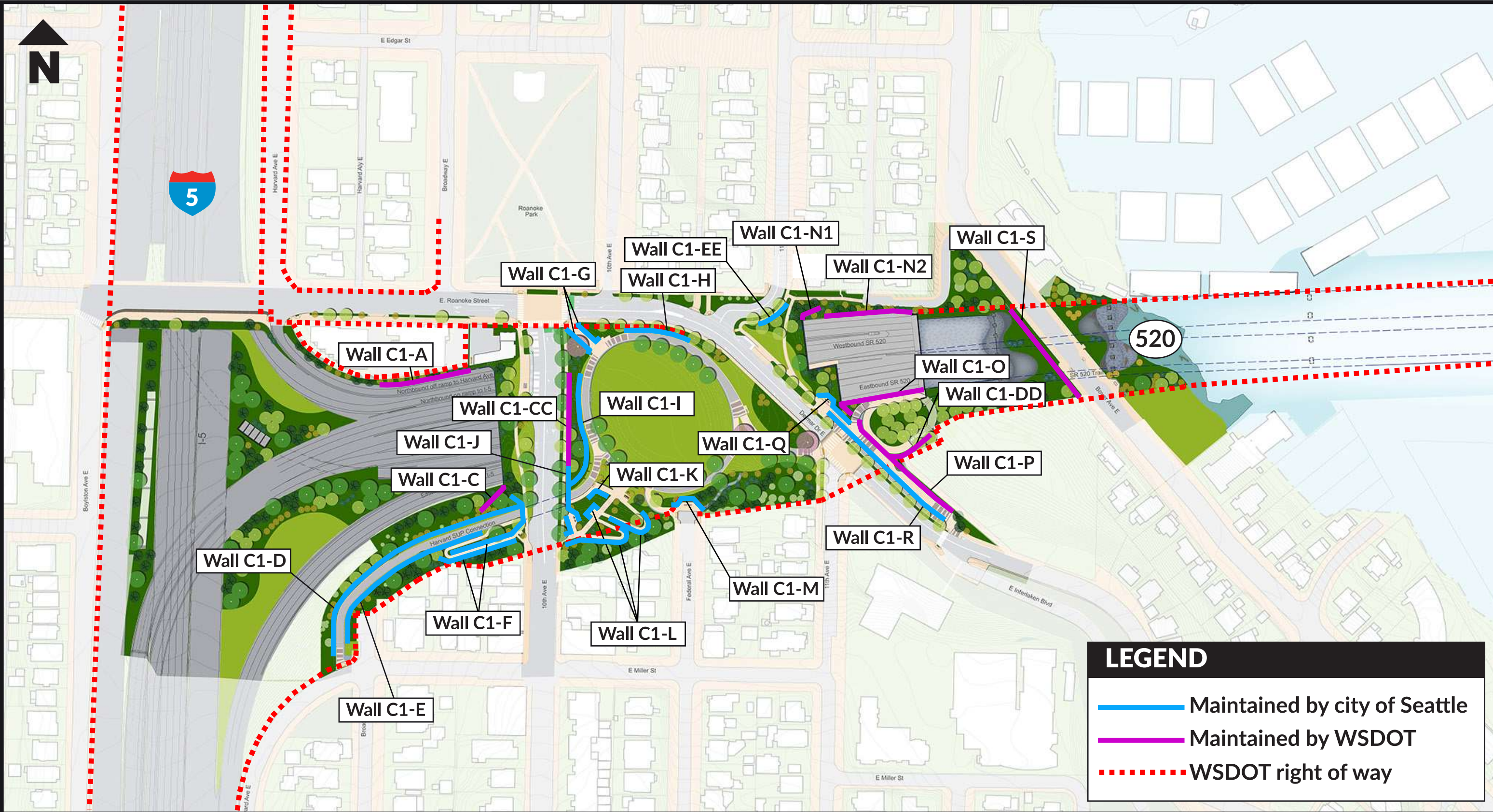
Illumination System - Includes all system components including but not limited to: wires, conduit, junction boxes, cabinets, etc.

Pedestrian Railing Types - Types TBD

Trees - All trees must be a minimum of 5 feet away from closest face of any water main, including SPU's 42-inch 430 pipeline.

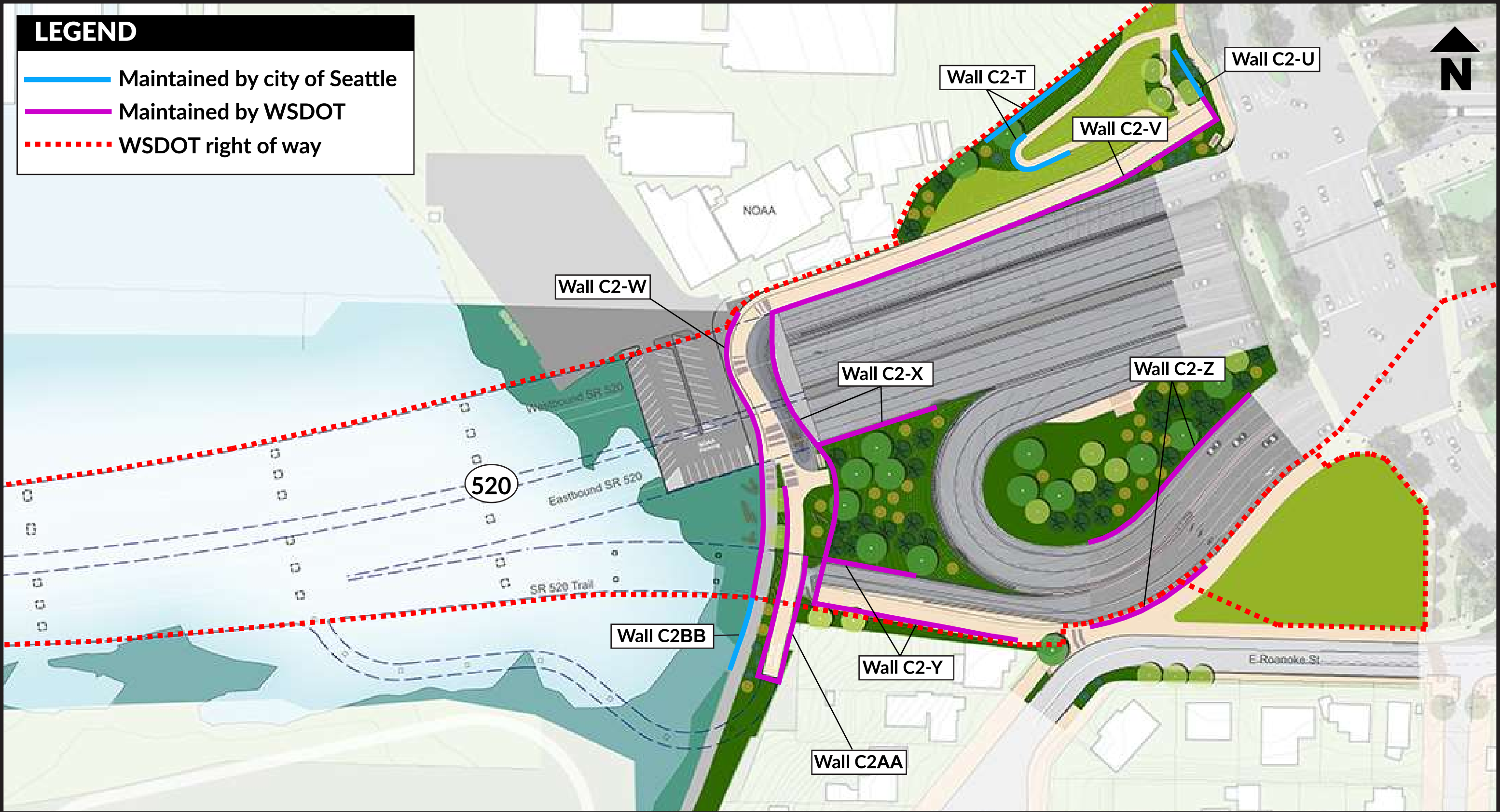
Concrete Retaining Walls - See Exhibits C1 & C2, Wall Maintenance Map Key & Table for wall maintenance responsibilities.

Encampment Removal - Encampment removal is the responsibility of Party (WSDOT or CITY) designated under the MAINTAINS column.



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Exhibit C1: Wall maintenance map key

3/26/2021



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Exhibit C2: Wall maintenance map key

4/26/2021

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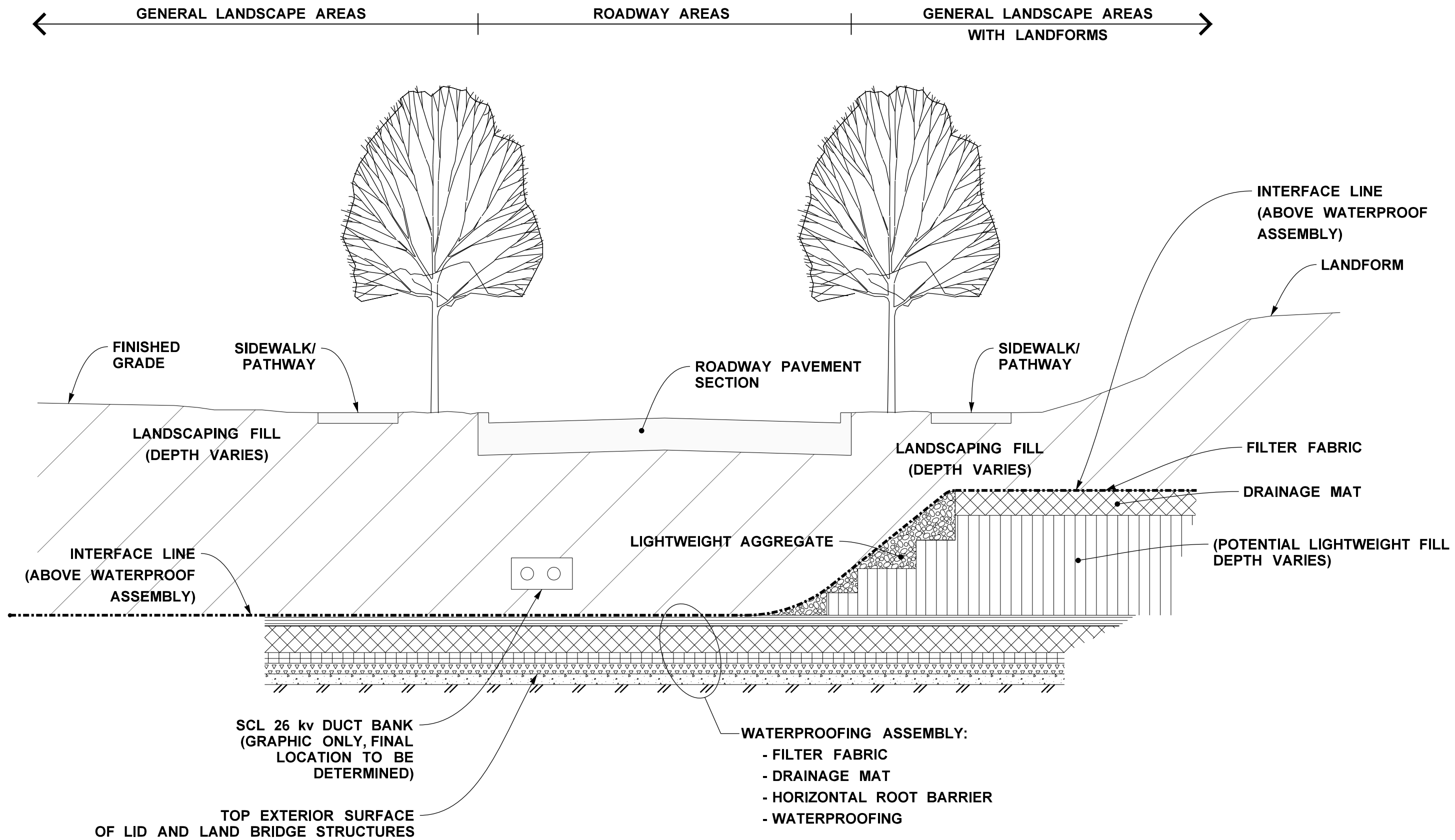
Exhibit C1/C2 – Wall Maintenance Map Key Table

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
C1-A	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-C	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-D	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports multi-purpose pathway
C1-E	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports multi-purpose pathway
C1-F	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports sidewalk connection, tunnel crossing and outlook
C1-G	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports sidewalk connection
C1-H	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city sidewalk
C1-I	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports concrete sidewalk at lid
C1-J	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city sidewalk, tunnel crossing and outlook
C1-K	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports pathway connections
C1-L	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports sidewalk connection
C1-M	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports overlook
C1-N1	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall (wall surface facing highway)
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-N2	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall (wall surface facing highway)
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-O	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-P	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP connection
C1-Q	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports viewpoint
C1-R	Graffiti removal: CITY	CITY crews maintain area in front of wall

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Exhibit C1/C2 – Wall Maintenance Map Key Table

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
	Improve & Replace: CITY	Wall supports city sidewalk
C1-S	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports under-bridge area west of Boyer Ave. E.
C1-CC	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Partition wall closing vertical gap between 10th structure and Delmar structure
C1-DD	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP connection
C1-EE	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city trails
C2-T	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports trail connection
C2-U	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city sidewalk
C2-V	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP
C2-W	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP
C2-X	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C2-Y	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports trail connection
C2-Z	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C2-AA	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP
C2-BB	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports pathway connections (Bill Dawson Trail)



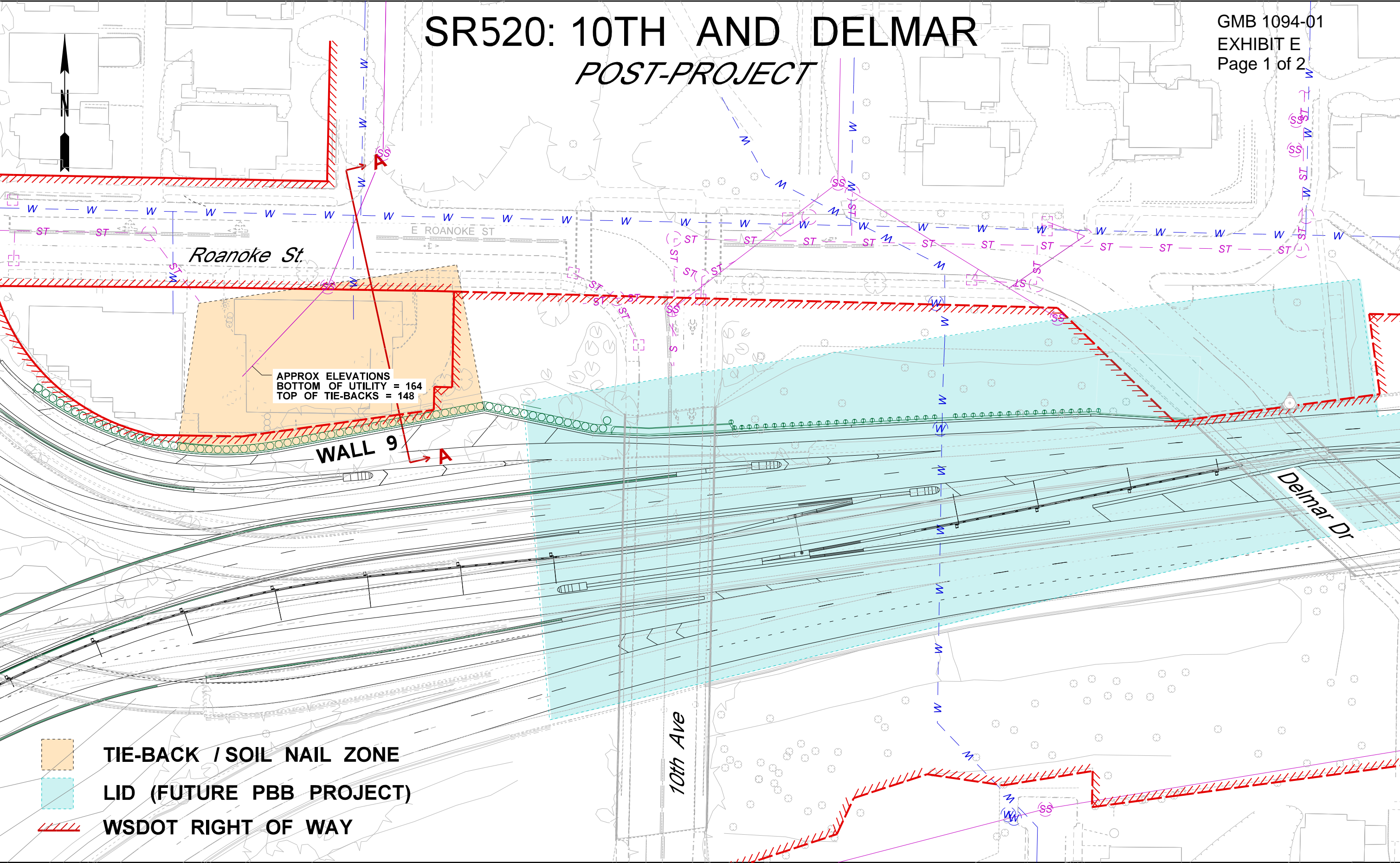
NOT TO SCALE

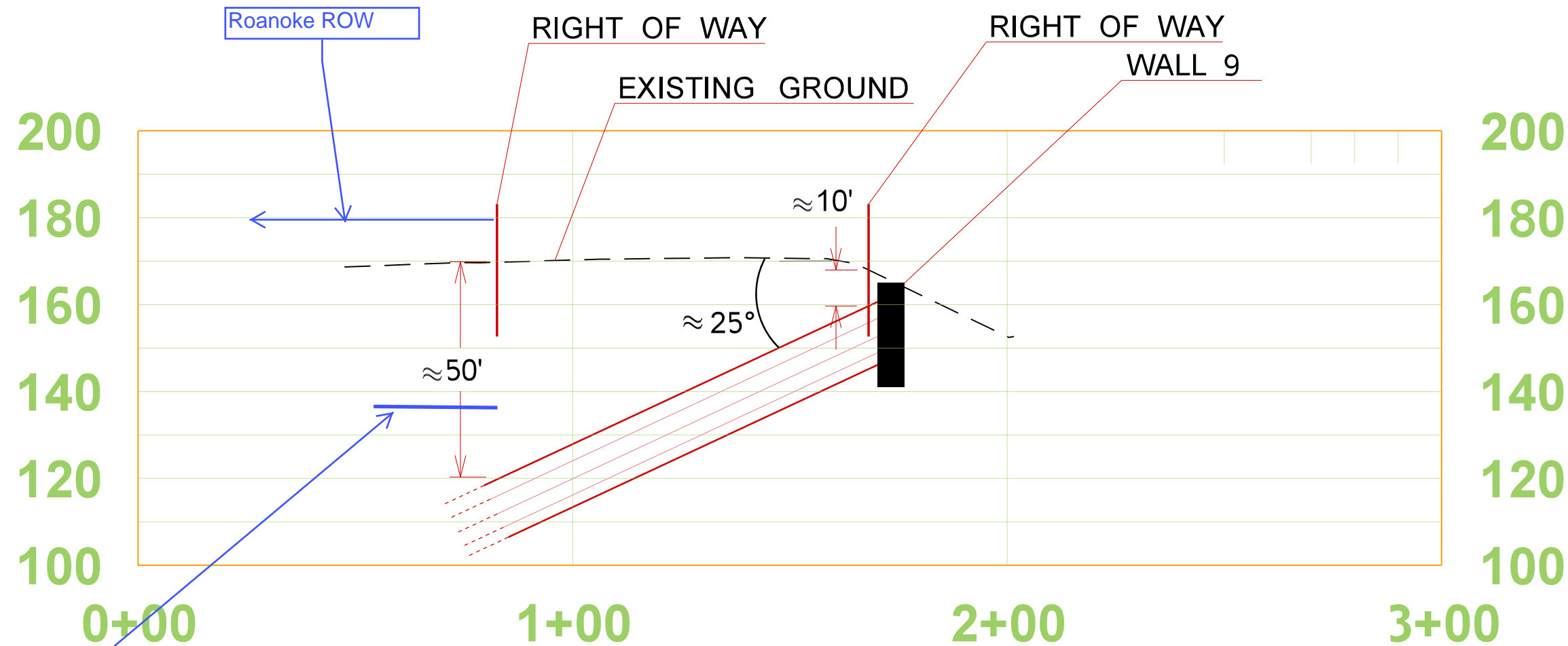
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Exhibit D: Montlake & Roanoke Lids & Bike/Pedestrian Crossings Section

SR520: 10TH AND DELMAR *POST-PROJECT*

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EXHIBIT E
Page 1 of 2





Elevation 137 feet NAVD88 as lowest excavation elevation in Roanoke ROW above Wall 9B tiebacks. See agreement language for more details.

A-A

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Transportation	Ganth Lingam / 4-7573	Aaron Blumenthal/ 3-2656

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

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the State Route 520 Bridge Replacement and High Occupancy Vehicle Program; authorizing execution of an amendment to General Maintenance Agreement GMB 1094 between The City of Seattle and the State of Washington, to add the Portage Bay Bridge and Roanoke Lid Project.

Summary and Background of the Legislation:

This legislation would authorize the City to execute Amendment No. 1 to General Maintenance Agreement GMB 1094 with the Washington State Department of Transportation (WSDOT) regarding future Operation and Maintenance responsibilities related to the State Route (SR) 520: Portage Bay Bridge and Roanoke Lid Project.

In 2010, the Governor announced the State's Preferred Alternative for the SR 520, Interstate 5 to Medina: Bridge Replacement and High Occupancy Vehicle Project (Program), which included a six-lane corridor with a new floating bridge, a new West Approach, a new Portage Bay Bridge, a second Bascule Bridge over the Montlake Cut, a new lid at Montlake, a new lid at 10th and Delmar, and an enhanced bicycle/pedestrian path crossing over Interstate 5. The State Legislature then established a \$4.65 billion budget for the Program.

WSDOT and the City entered into a Project Vision and Coordination Memorandum of Understanding (MOU), authorized by [Ordinance 123733](#) in October 2011, to identify roles and responsibilities for the Program and memorialize the City's continued involvement with the Program through its duration and WSDOT's coordination with stakeholders and the community through the Seattle Community Design Process (SCDP) for community amenity and lid design features.

Pursuant to the MOU, WSDOT hosted the SCDP and issued a Final Report in 2012. Through the adoption of [Resolution 31427](#) in February 2013, the City endorsed the general vision expressed in the Final Report and requested development and evaluation of options with respect to the Final Report recommendations for certain design elements, including the Roanoke Area, Portage Bay Bridge, Montlake Area, and multimodal connections.

WSDOT continued working with the community and the City to build on the SCDP results and in consultation with the Seattle Design Commission, explored design solutions for areas that had been identified through the SCDP as needing further refinement. The design refinement effort culminated in a 2014 Final Concept Design Report. The City adopted

[Resolution 31611](#) in October 2015, concurring with the recommendations included in the Final Concept Design Report.

The 2011 MOU recognized WSDOT's intent to work with the City to establish an Operation and Maintenance agreement for the SR 520 improvements. The City passed [Ordinance 125754](#) in January 2019, authorizing execution of General Maintenance Agreement GMB 1094 with WSDOT to document Operation and Maintenance responsibilities related to the SR 520: Montlake to Lake Washington – Interchange and Bridge Replacement Project. Upon City's acceptance of the project improvements, the Operation and Maintenance responsibilities would take effect in accordance with GMB 1094.

Both WSDOT and the City acknowledged that final design had not yet been developed and that due to WSDOT's use of the design-build contract method to deliver their project, any significant changes to the conceptual design completed at the time of agreement execution may require modification of the Operation and Maintenance responsibilities through an amendment to GMB 1094. Future phases of the SR 520 Program would also be addressed by an amendment.

WSDOT is currently planning design, construction, and operation of the Portage Bay Bridge (PBB) and Roanoke Lid Project, another phase of the SR 520 Program. The PBB Project went through a public engagement process in 2019 to solicit community feedback on conceptual designs and received endorsement from the Seattle Design Commission in 2020. WSDOT and the City now wish to amend GMB 1094 for the addition of Operation and Maintenance responsibilities related to the PBB Project.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

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

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

Yes. There are financial impacts to City departments (SDOT, Parks, SPU, and SCL) related to annual Operation and Maintenance (O&M) costs as a result of Amendment No. 1 to General Maintenance Agreement GMB 1094.

For SDOT, the annual O&M cost to support new City-owned and maintained infrastructure built by the Portage Bay Bridge and Roanoke Lid phase of the SR-520 Program is estimated at \$56,000. The SR-520 Program will also replace existing City infrastructure, such as new street and sidewalk pavement, which will reduce the need for O&M in the near term by improving asset condition. A 50-year lifecycle is expected for concrete pavement, sidewalks, and curb ramps; a 30-year lifecycle is expected for asphalt surfaces; and a 75-year lifecycle is

expected for structural walls. SDOT will be requesting additional capital budget in the long term for replacement of the infrastructure as appropriate.

Parks will be reimbursed by WSDOT at \$10,500 per acre per year for basic landscaping maintenance in State limited access right-of-way. The original Agreement provides for escalation through an annual adjustment equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue area. The level of care will be commensurate with the available funding. However, Parks will be responsible for the O&M costs of structural walls that support their facilities, for which they may request additional budget.

For SPU, the annual O&M cost is estimated at less than \$100,000. SPU may request additional budget to the SPU Drainage and Wastewater fund.

For SCL, a 10-year lifecycle is expected for standard illumination fixtures, and a 30-year lifecycle for illumination poles and foundations. SCL is not anticipated to request additional budget.

Note: All figures are in 2022 dollars. The departments may request additional budget to be adopted as early as 2030.

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

If the legislation is not implemented, the City and the State will not have clarity about their respective responsibilities for the infrastructure that will be constructed and will have to rely on existing guidelines, RCW, GM 381 and GM 359 for existing infrastructure.

4. OTHER IMPLICATIONS

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

Yes. There are financial impacts to Parks, SPU, and SCL as described above.

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?

There are no known impacts to vulnerable or historically disadvantaged communities.

f. Climate Change Implications

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

No.

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

No.

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

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

Summary Attachments:

**GENERAL MAINTENANCE AGREEMENT
CITY OF SEATTLE AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
SR 520 CORRIDOR
GMB 1094**

This agreement (Agreement) is made and entered into between Washington State Department of Transportation (WSDOT), and the City of Seattle (City), collectively referred to as the "Parties" and individually referred to as the "Party."

RECITALS

1. WSDOT is reconstructing segments of SR 520 through its SR 520 Bridge Replacement and HOV Program and is planning design, construction, and operation of the *SR 520: Montlake to Lake Washington - Interchange and Bridge Replacement Project*, (Project) extending from approximately Mile Post (MP) 0.84 to MP 1.22; and
2. The Project will construct, reconstruct, and install infrastructure and landscaping within, crossing over, adjacent to, and near SR 520 (Improvements) within incorporated limits of the City. The Project limits are hereinafter referred to as the "Project Area" and are depicted on Exhibit A, attached hereto and incorporated herein by this reference.; and
3. SR 520 is a fully controlled limited access facility under RCW 47.52. Within the City's boundaries, title to the right-of-way of SR 520 is vested in the State of Washington, and WSDOT exercises full jurisdiction, responsibility, and control to and over the highway; and
4. SR 513, also known as Montlake Boulevard, within the Project Area, consists of WSDOT limited access with WSDOT fee-title and City of Seattle fee-title, and pursuant to RCW 47.24.020, will be reconstructed within the Agreement Area by WSDOT as part of Project; and
5. A segment of East Lake Washington Boulevard and Lake Washington Boulevard East, portions of which are currently within WSDOT limited access right-of-way and portions of which are currently within the City street right-of-way, will be reconstructed by WSDOT as part of Project; and
6. In 2011, WSDOT and the City entered into SR 520, I-5 to Medina: Bridge Replacement and HOV Project Vision and Coordination Memorandum of Understanding (MOU), adopted by City ordinance 123733, memorializing the City's continued involvement with Project through its duration, and WSDOT's coordination with stakeholders and the community through Seattle Community Design Process for community amenity and Montlake Lid design features, and MOU

recognized WSDOT's intent to work with the City to establish a Maintenance and Operations agreement for Project's Montlake Lid and Land Bridge; and

7. The Washington State Legislature has mandated, pursuant to RCW 47.52.090(5) Maintenance of city streets over limited access highways shall be in accordance with governing policy entered into on June 21, 1956, between the State of Washington and Association of Washington Cities, or as such policy may be amended; and

8. On April 26, 1966, WSDOT (as successor to Washington State Highway Commission) and the City (acting by and through its Mayor of City of Seattle) entered into Agreement GM 381 related to each Party's Maintenance responsibilities for infrastructure in SR 520 corridor, between 10th Avenue East and Evergreen Point Floating Bridge; and

9. The Parties have determined that neither GM 381 nor *City Streets as Part of State Highways Guidelines* dated April 30, 1997, amended April 2, 2013 provide sufficient guidance relative to the Parties' respective obligations for Maintenance and Operation of the Project Improvements due to the unique features constructed as part of Project Improvements; and

10. In August, 2018, the Parties executed the Design Build Procedures establishing a process by which the City will review, and accept the Project Improvements to be Operated and Maintained by the City on completion of the Project construction; and

11. The Parties wish to document their respective Operation and Maintenance responsibilities related to Project Improvements and establish method of reimbursement of costs, where applicable, for such activities; and

NOW, THEREFORE, pursuant to RCW 47.52, RCW 47.28.140 RCW 39.34, RCW 47.24, RCW 47.52.090, Guidelines, and the above recitals, and in consideration of terms, conditions, performances, and duties described herein, and made a part hereof including hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITIONS

1.1 Agreement - GMB 1094

1.2 Agreement Area – Agreement Area is area within WSDOT limited access AND within the Project Area, as depicted in the colored areas on Exhibit B (*Agreement Area Map Key*).

1.3 Business Days - Monday through Friday; inclusive, except for official City of Seattle and State holidays

- 1.4 City Standards - City of Seattle standard plans, specifications, and design guides including all City of Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise provided in this Agreement:
- A. The Seattle Municipal Code;
 - B. The City of Seattle Standard Specifications for Road, Bridge and Municipal Construction;
 - C. The City of Seattle Standard Plans for Municipal Construction;
 - D. SDOT, SCL, DPD and SPU Director's Rules, including the City of Seattle Streets Illustrated, 2017, and any revisions to the Manual;
 - E. SCL Material Standards;
 - F. SCL Construction Standards;
 - G. SPU Standards and Guidelines;
 - H. SPR Standards
- 1.5 Design Build Procedures – Exhibit A to Task Order AB of the Project Services Agreement (PSA) GCA 5962.
- 1.6 Improve and Replace – the phrase “Improve and Replace” means an upgrade or reconstruction of a Project Improvement that is outside of normal Maintenance and Operations as is necessary to enhance or restore the originally intended function of the Project Improvement, the cost of which shall be borne by the party that is responsible to “Improve and Replace” the element as set forth on Exhibit B Map Key and Table. This includes modifications to Project Improvements required due to changes in use over time, obsolescence and resolving problems due to ordinary use or misuse of Project Improvements.
- 1.7 Maintain or Maintenance – The routine, anticipated and unanticipated activities including inspection, cleaning, repair and parts replacement required to prevent the failure or degradation of, and preserve the function and safe use of Project Improvements and all associated costs. WSDOT and City Maintenance responsibilities are as described in this Agreement and Exhibit B Map Key and Table.
- 1.8 Operate or Operation – Activities necessary to administer the function and safe use of Project Improvements including, but not limited to:

- Decision-making concerning the routine use and deviations from the routine use of Project Improvements;
- Actions to address damage to and/or misuse of Project Improvements by third Parties;
- Resource decisions including staffing decisions;
- Communications with the public about Project Improvements; and
- Determinations regarding the extent and timing of Maintenance.

1.9 Project Area – Project Area is largely depicted on Exhibit A (*SR 520 Vicinity Map*).

1.10 Project Improvements – Are those improvements to be constructed and installed by Project within the Agreement Area, as shown in Exhibits B, C and D.

1.11 State Standards – WSDOT standard plans, specifications, design standards and guidelines, and other agency manuals and publications available on WSDOT website.

1.12 Waterproofing Assembly – Filter fabric, drainage mat, horizontal root barrier and waterproofing as further depicted on Exhibit D (*Montlake Lid and Pedestrian Land Bridge Section*)

2.0 GENERAL

2.1 The purpose of this Agreement is to document the Parties' respective Operation, Maintenance, and Improve and Replace responsibilities for Project Improvements within the Agreement Area and to establish a method of reimbursement of costs, where applicable, for such activities.

2.2 The Parties acknowledge that the exact configuration, quantities, and dimensions of Project Improvements and the exact location of WSDOT and City rights-of-way, will not be known until completion of the Project due to the design-build method of Project delivery. The Parties agree to amend this Agreement following completion of the Project if necessary, if any aspect of this Agreement is inconsistent with the completed Project.

2.3 GM 381 (*Seattle General Maintenance Agreement, executed April 26, 1966*) is superseded by this Agreement for all Project Improvements located within the Agreement Area.

GM 381 will remain an active agreement, and will continue to apply to all portions of the SR 520 corridor not addressed by this Agreement, to the limited extent, and solely regarding, details or

specifics not addressed by this Agreement and not in conflict with this Agreement; and if this Agreement is inconsistent or in conflict with GM 381, the terms of this Agreement shall apply.

2.4 The Parties intend that signal operation be covered by agreement GMB 1098.

2.5 On May 2, 2018, the Parties executed a Term Sheet for Maintenance Responsibilities of the SR 520/Montlake to Lake Washington – Interchange and Bridge Replacement Project to document the concurrence between WSDOT and the City on future operation and maintenance responsibilities regarding improvements constructed as part of the Project. Accompanying tables and graphics in the Term Sheet, illustrate the areas of concurrence regarding operation and maintenance responsibilities and set the basis for this Agreement.

2.6 The Party responsible to Improve and Replace must do so upon reasonable demonstration by either party that Improvement or Replacement is warranted. The Parties may otherwise mutually agree, in writing, to modify Project Improvements in accordance with Section 11.0 or remove a Project Improvement as a means of remedying the need to Improve or Replace said Project Improvement.

3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS

3.1 WSDOT shall Operate, Maintain, and Improve and Replace the Project Improvements within the Agreement Area identified as WSDOT responsibilities in Exhibits B and C.

3.2 WSDOT shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B and C.

3.3 For all items on Exhibit B, Agreement Area Table marked as “WSDOT (Structure, includes waterproofing assembly)”, WSDOT shall have responsibility for all wingwalls, bridge rails and railings on the WSDOT owned structure. WSDOT shall also have Operation, Maintenance, and Improve and Replace responsibilities for Waterproofing Assembly. WSDOT shall have responsibility for illumination attached to bridge rails and railings on the structure.

3.4 In addition to Project Improvements described in Exhibits B and C, WSDOT shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:

- A. Directional signage. Under terms of the Design Build Procedures, WSDOT shall provide opportunities for the City to review and approve specific locations for freeway directional signs that may be placed within City right-of-way per Section 4.6 of this Agreement. WSDOT will be responsible to Maintain and replace signs, posts, and mast-arms or other ground supports if used, as needed. If span wires are used, the City shall

be responsible to Maintain and replace the span wires and their posts or other ground support, per Section 4.6.A of this Agreement.

- B. If the City proposes to replace signs, WSDOT will review and approve design and size, and fabricate and furnish to the City at WSDOT cost,
- C. If WSDOT proposes to replace signs, WSDOT will fabricate and furnish to the City, at WSDOT cost.

3.5 WSDOT shall be responsible for obtaining regulatory permits and environmental clearances and managing any WSDOT work within the City right-of-way.

4.0 CITY RESPONSIBILITIES FOR PROJECT IMPROVEMENTS

4.1 Except as established in Section 4.2, the City's Operations, Maintenance and Improve and Replace responsibilities defined in Exhibits B and C begin following the City's issuance and WSDOT's counter-signature of a Letter of Interim Use and Operations or a Letter of Acceptance for specific Project Improvements in accordance with the Design Build Procedures.

4.2 The City's landscape Operation, Maintenance and Improve and Replace responsibilities shall not begin until: (1) the conclusion of WSDOT's contractor's obligation for plant establishment as defined in the Design Build Procedures, (2) acceptance by WSDOT, and (3) the City's issuance and WSDOT's counter-signature of a Letter of Interim Use and Operations or Letter of Acceptance for landscaping as described in the Design Build Procedures.

4.3 The City shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B and C.

4.4 Where Project Improvements within WSDOT right-of-way are to be Operated, Maintained, or Improved and Replaced by the City, the City shall comply with all City Standards, policies and regulations.

4.5 The City shall allow WSDOT to permanently place freeway directional signs on the City street right-of-way as needed. The City shall allow WSDOT access to these areas per Section 12.0 of this Agreement. WSDOT will submit plans for such signs, along with design of associated poles, mast-arms, or other facilities for sign mounting, and pole locations, to the City for review and approval. Signs must comply with applicable codes and regulations.

4.6 In addition to Project Improvements described by Exhibits B and C, the City shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:

- A. Span Wires, Sign Supports and associated Freeway Directional Signs. Where freeway directional signs are placed on span wires at CITY's request, the City shall have sole responsibility for Maintenance and Replacement of those wires, and their posts or other ground support. WSDOT will furnish replacement signs per Section 3.4.A.

4.7 The City shall be responsible for evaluating, issuing and managing event permits for third party uses within WSDOT right-of-way held or conducted on CITY-Operated open space areas within the Agreement Area.

5.0 COORDINATION OF ACTIVITIES

5.1 WSDOT shall notify the City when excavation or work that will disturb surface elements is required in City-Maintained areas of WSDOT right-of-way or in the City right-of-way to access the Waterproofing Assembly for Maintenance, or Improvement and Replacement. WSDOT shall restore disturbed areas to conditions existing prior to the excavation or work.

5.2 The City shall notify WSDOT prior to start of any excavation over the Waterproofing Assembly. WSDOT will make As-Built plans available to the City upon request. The City shall restore disturbed areas to conditions existing prior to the excavation or work.

6.0 UTILITY SERVICES

6.1 The City shall be responsible for the cost of utilities serving Project Improvements Operated and Maintained by the City. WSDOT shall be responsible for the cost of utilities serving Project Improvements Operated and Maintained by WSDOT.

7.0 TRAFFIC CONTROL

7.1 In event the City's Operation, Maintenance, or Improve and Replace of Project Improvements will negatively impact traffic Operations on SR 520, the City shall submit a traffic control plan to WSDOT no later than ten (10) Business Days prior to start of the work. The City shall not start the work until WSDOT has provided written approval of the traffic control plan.

7.2 In event WSDOT's Operation, Maintenance, or Improve and Replace of Project Improvements will negatively impact Operations on City streets and paths, WSDOT shall submit a traffic control plan to SDOT no later than ten (10) business days prior to start of the work. WSDOT shall not start the work until the City has provided written approval of the traffic control plan.

8.0 EMERGENCY MAINTENANCE AND REPLACEMENT

8.1 Notification.

8.1.1 Should a Party determine that the condition of a Project Improvement presents an immediate danger to the public or to the real property, facility, or Operations of the Party, and that Maintenance is needed to remedy the immediate danger, the Party will notify the Party responsible to Maintain such Project Improvement, as set forth on Exhibit B Map Key and Table, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

8.1.2 Should a Party determine that the condition of a Project Improvement presents an immediate danger to the public or to the real property, facility, or Operations of the Party, and that Improve and Replace is needed to remedy the immediate danger, the Party will notify the Party responsible to Improve and Replace such Project Improvement, as set forth on Exhibit B Map Key and Table, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

8.2 In the event that the responsible Party cannot immediately perform the emergency work necessary to remedy the immediate danger, the responsible Party may request that the Party providing notice correct the condition at the expense of the responsible Party.

8.3 The requirements of 3.2 and 4.3 shall determine the Party responsible for funding emergency Maintenance and Replacement.

8.4 Costs to address natural disasters or catastrophic emergencies will be covered by the Party responsible to Improve and Replace, unless otherwise agreed to by the Parties.

9.0 ENVIRONMENTAL

9.1 Except as otherwise provided herein, neither Party shall store, or use any toxic or hazardous substances as defined under Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or Federal Superfund) (42 U.S.C. §9601 et seq.), or the Model Toxics Control Act [MTCA; RCW 70.10SD], or flammable substances including but not limited to explosives, petroleum products, paint, solvents, and resins within the Agreement Area without mutual consent or as otherwise provided in this section. Substances and quantities used for Maintenance purposes by WSDOT and/or the City are exempt from this section, as per Section 9.2.

9.2 The Parties hereby grant permission to each other to bring onto property owned by each Party, on which the other Party will conduct Maintenance or Improve and Replace under

terms of this Agreement, and to reasonable use toxic, hazardous or flammable substances deemed by the other Party to be necessary or appropriate to carry out its Maintenance or Improve and Replace responsibilities under this Agreement. Pesticides, herbicides and other such materials may be used for landscape Maintenance in accordance with manufacturer's directions at the risk of the Party using such materials.

9.3 The Parties hereby agree to indemnify each other and hold each other harmless for any costs or liability associated with removal or remediation of any hazardous substances (including petroleum and gasoline product) that have been released or otherwise have come to be located on the site by the negligent activities of either Party or any of its employees, agents, contractors, subcontractors, or utilities. "Costs" shall include, but not be limited to, all response costs, damage to infrastructure, disposal fees, investigation costs, monitoring cost, civil or criminal penalties, attorney fees, and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the aforementioned acts; Clean Water Act, 33 USC Section 1251; Clean Air Act, 42 USC Section 7401; and Resource Conservation and Recovery Act, 42 USC Section 6901. Each Party is responsible for the cost of all environmental remediation only to the extent such work is directly attributable to its negligence.

10.0 PAYMENT

10.1 WSDOT shall pay the City, \$12,200 per acre per year for each acre of landscaping Maintained by the City pursuant to Exhibits B and C (Base Payment). Payment shall be made on a quarterly basis.

10.2 The Parties agree the acreage of landscaped areas the City shall Maintain shall not exceed 8 acres without amendment to this Agreement.

10.3 The Base Payment shall be adjusted annually on July 1 of each year. This annual adjustment shall equal the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue, WA (Seattle) area for the previous 12 months as published in June of the same calendar year by the United States Department of Labor, Bureau of Labor Statistics; provided, in the event such index is discontinued, the Parties hereto shall select and use for such adjustment purpose, another, similar index reflecting consumer price changes. Link to CPI report:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_seattle.htm#tableA

11.0 MODIFICATIONS

11.1 Neither Party shall make any modifications outside of normal Maintenance activities to the Project Improvements without the written consent and/or approval as applicable of the other Party. Unless otherwise agreed to in writing, the Party proposing the modifications shall fund and construct the modifications.

11.2 Any changes occurring as described in Section 11.1 of this Agreement within WSDOT right-of-way are subject to WSDOT review and written approval prior to modifications.

11.3 Any changes occurring as described in Section 11.1 of this Agreement within City right-of-way or in area Maintained, or Improved and Replaced by the City, are subject to City review and written approval prior to modifications.

11.4 WSDOT shall construct all modifications to be Maintained or Improved and Replaced by the City in accordance with the City Standards.

11.5 Any changes occurring as described in Section 11.1 shall adhere to the intent of the original design as identified in the final as-built plans for the Project Improvements.

11.6 In event widening or other highway improvements are contemplated by WSDOT that will impact the Agreement Area, the Parties will review the impacts and coordinate on any necessary amendments to this Agreement.

12.0 RIGHT OF ENTRY AND ACCESS

12.1 WSDOT is hereby authorized to enter City right-of-way for the exclusive purpose of performing Operation and Maintenance of the Project Improvements as required under this Agreement. The City shall not require a permit of any kind for WSDOT's use of City right-of-way unless as otherwise provided in Section 7.0.

12.2 City is hereby authorized to enter WSDOT right-of-way for the exclusive purpose of performing Operation and Maintenance of the Project Improvements as required under this Agreement. WSDOT shall not require a permit of any kind for the City's use of WSDOT right-of-way unless as otherwise provided in Section 7.0.

12.3 The City shall allow WSDOT to use the shared use trail north of the Area 4 Stormwater Facility shown on Exhibit B, without notice, easement, or permit of any kind, as point of access to Maintain said stormwater facility or other WSDOT facilities, provided WSDOT's access does not damage or impact the use of the shared trail.

13.0 NOTIFICATION AND CONTACTS

13.1 All communications regarding this Agreement shall be directed to the Parties' designated representatives by U.S. Mail or electronic mail and will be deemed sufficiently given if sent to addressee at address stated below or such other address as may be hereafter specified in writing.

<p>TO WSDOT: Dave McCormick, NWR Assistant Regional Administrator for Maintenance Washington State Dept. of Transportation 15700 Dayton Ave N Seattle, WA 98133</p> <p>Email: McCormD@wsdot.wa.gov Phone: (206) 440-4656</p>	<p>To SDOT: Goran Sparrman Interim Director Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996</p> <p>Email: Goran.Sparrman@seattle.gov Phone: 206-684-5000</p>
<p>To SCL: James Baggs <i>Debra Smith</i> Interim General Manager and CEO Seattle City Light PO Box 94747 Seattle, WA 98124-4747</p> <p><i>Debra Smith</i> Email: James.Baggs@seattle.gov Phone: 206-684-3200 <i>3500</i></p>	<p>To SPR: Christopher Williams Acting Superintendent Seattle Parks & Recreation 100 Dexter Ave N Seattle, WA 98109</p> <p>Email: Christopher.Williams@seattle.gov Phone: 206-233-2639</p>
<p>To SPU: Mami Hara General Manager and CEO Seattle Public Utilities PO Box 34018 Seattle, WA 98124-4018 Reference SPU Agreement No. 18-189-A</p> <p>Email: mami.hara@seattle.gov Phone: 206-684-5852</p>	

13.2 Either Party may, from time to time, by electronic mail or other written notification, designate additional or different designated representatives or information to which such notice, request, report, billing, or other communication are thereafter to be addressed. The Party in receipt of the change will confirm receipt of change by electronic mail notification or other written notification to the initiating Party. Such changes allowed by this Section shall not be considered amendments to this Agreement.

14.0 NO THIRD PARTY BENEFICIARY RIGHTS

14.1 This Agreement is entered into solely for the mutual benefit of the Parties hereto. This Agreement is not entered into with the intent that it shall benefit either Party's agents, assigns, consultants, or contractors, and no other person or entity shall be a third party beneficiary of this Agreement.

15.0 INDEPENDENT CONTRACTOR

15.1 The City shall be deemed an independent contractor for all purposes, and employees of the City or any of its contractors, subcontractors, consultants, and employees thereof, shall not in any manner be deemed employees of WSDOT. The City is responsible for any damage caused by its contractors or agents.

15.2 WSDOT shall be deemed an independent contractor for all purposes, and employees of WSDOT or any of its contractors, subcontractors, consultants, and employees thereof, shall not in any manner be deemed employees of the City. WSDOT is responsible for any damage caused by its contractors or agents.

16.0 INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

16.1 The City shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, and agents, while acting within scope of their employment as such, from any and all specific losses and damages (both to persons and/or property, including state-owned highway property and facilities), arising out of, or in any way resulting from the City's performance pursuant to provisions of this Agreement. The City will not be required to indemnify, defend, or hold harmless WSDOT if claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves actions covered by RCW 4.24.115, indemnity provisions provided herein shall be valid and enforceable only to extent of each Party's own negligence.

16.2 WSDOT shall protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, while acting within scope of their employment as such, from any and all specific losses and damages (both to persons and/or property, including state-owned highway property and facilities), arising out of, or in any way resulting from WSDOT's performance pursuant to provisions of this Agreement. WSDOT will not be required to indemnify, defend, or hold harmless the City if claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by sole negligence of the City. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves

actions covered by RCW 4.24.115, indemnity provisions provided herein shall be valid and enforceable only to extent of each Party's own negligence.

16.3 The Parties agree their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Operations or Maintenance work pursuant to this Agreement. For this purpose, each Party, by mutual negotiation, hereby waives with respect to the other Party only, any immunity that would otherwise be available to it against such claims under Industrial Insurance provisions of RCW 51.12.

16.4 These indemnifications and waiver shall survive termination of this Agreement.

17.0 SEVERABILITY

17.1 If any section, term, or provision of this Agreement, or any section, term, or provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect other sections, terms, or provisions of this Agreement that can be given effect without the invalid section, term, or provision, if such remainder conforms to requirements of applicable law and fundamental purpose of this Agreement are declared to be severable.

18.0 AMENDMENT

18.1 This Agreement shall not be amended or modified except in writing and signed by both Parties hereto.

18.2 Future phases of SR 520 Bridge Replacement and HOV Program may be addressed by amendment to this Agreement.

19.0 ALL WRITINGS CONTAINED HEREIN

19.1 This Agreement contains all terms and conditions agreed upon by the Parties to this Agreement. No other understanding, oral or otherwise, regarding subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

20.0 GOVERNANCE

20.1 This Agreement is entered into pursuant to, and under authority granted by, laws of the State of Washington and applicable federal laws. Provisions of this Agreement shall be construed to conform to those laws.

21.0 EFFECTIVENESS AND DURATION

21.1 This Agreement shall begin as of the Party's date last signed below and continue in full force and effect until such time either Party provides written notice of termination to the other Party pursuant to Section 22.0.

22.0 TERMINATION

22.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party.

22.2 If this Agreement is terminated under Section 22.1, GM 381 will apply to the Agreement Area as of the effective date of termination of this Agreement.

23.0 DISPUTES

23.1 In event a dispute arises under this Agreement, the Parties shall work in good faith and collaboratively to resolve the dispute promptly and at lowest organizational level.

23.2 If a dispute cannot be resolved promptly, the disputing Party shall notify the other Party in writing of the issue the disputing Party believes needs resolution. The Parties shall meet and attempt to resolve the dispute within seven (7) calendar days after receiving written notice. In the event the Parties cannot resolve the dispute, WSDOT's Assistant Regional Administrator for Maintenance or designee and SDOT's Director, SPR's Superintendent, SPU's General Manager, and/or SCL's General Manager (or their respective designees) shall meet within seven (7) calendar days after receiving notice and engage in good faith negotiations to resolve the dispute.

23.3 In event a dispute cannot be resolved by Directors of the Parties, the Parties agree to enter into non-binding mediation facilitated by a mutually agreed upon mediator before exercising any other legal remedy. Each Party shall be responsible for its own fees and costs, including attorneys' fees. The Parties agree to equally share in cost of mediator, meeting facilities, and all other direct expenses associated with mediation. If the Parties are unable to resolve the dispute within ninety (90) calendar days through mediation, either Party may declare that the Dispute process has been exhausted, and seek relief in court. Each Party shall be responsible for its own fees and costs, including court and attorneys' fees.

24.0 VENUE

24.1 In event either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree such action or proceedings shall be brought in superior court situated in King County, Washington.

EXHIBITS

Exhibit A (*SR 520 Vicinity Map*)

Exhibit B (*Agreement Area Map Key and Table*)


Exhibit C (*Wall Maintenance Map Key and Table*)

Exhibit D (*Montlake Lid and Pedestrian Land Bridge Section*)

[The remainder of this page is left blank intentionally - signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Parties' date last signed below:

SEATTLE DEPARTMENT
OF TRANSPORTATION



Sam Zimbabwe
Director

2/25/19

Date:

SEATTLE CITY LIGHT



~~James Baggs~~ Debra Smith
~~Interim~~ General Manager, CEO

4/8/19

Date:

SEATTLE PARKS AND RECREATION



Christopher Williams
Acting Superintendent

3/12/19

Date:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION




David McCormick
Assistant Regional Administrator –
Maintenance

February 1, 2019

Date:

SEATTLE PUBLIC UTILITIES



Mami Hara
General Manager, CEO

5.17.19

Date:

APPROVED AS TO FORM:

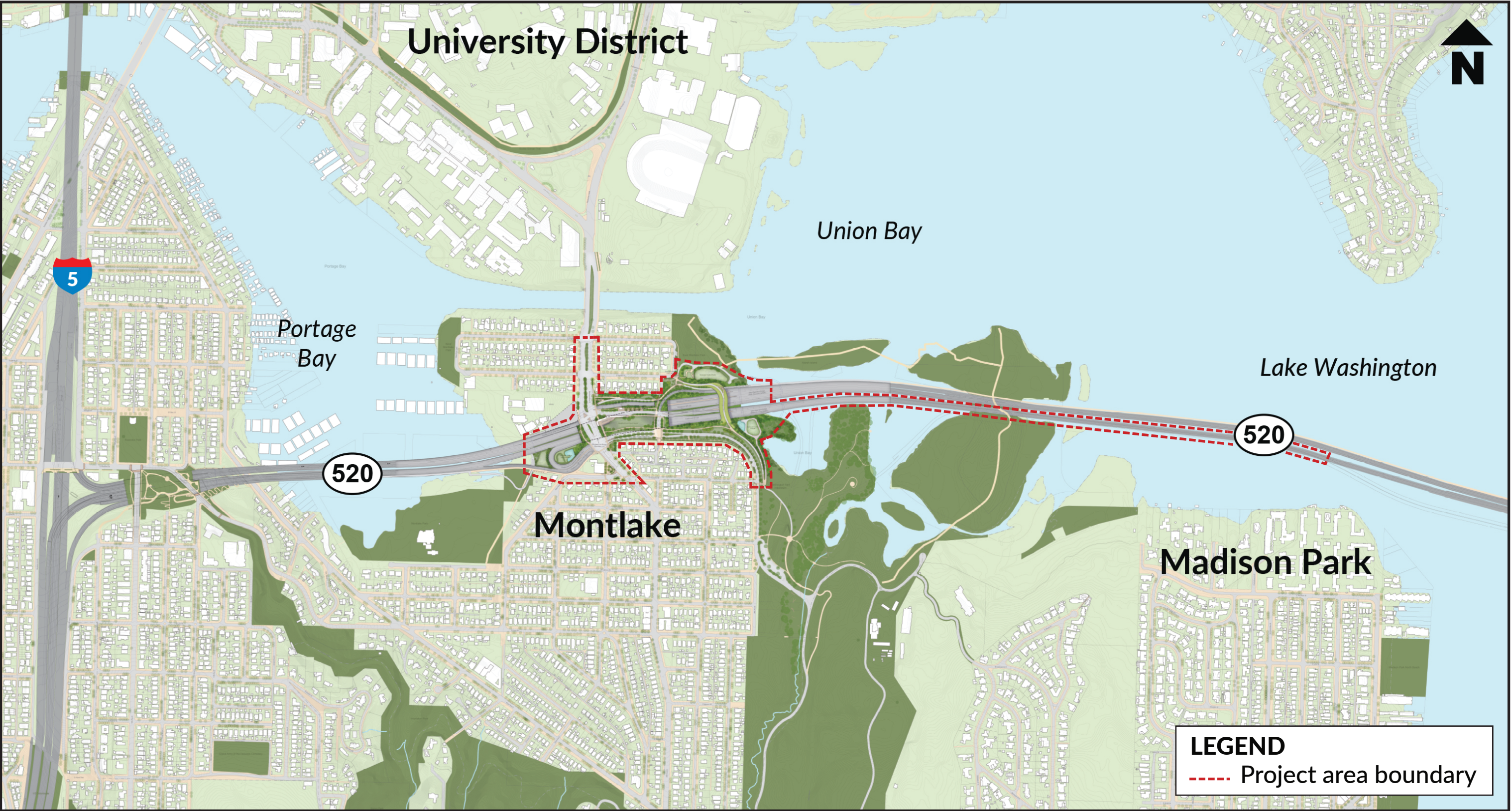


Mark Schumock

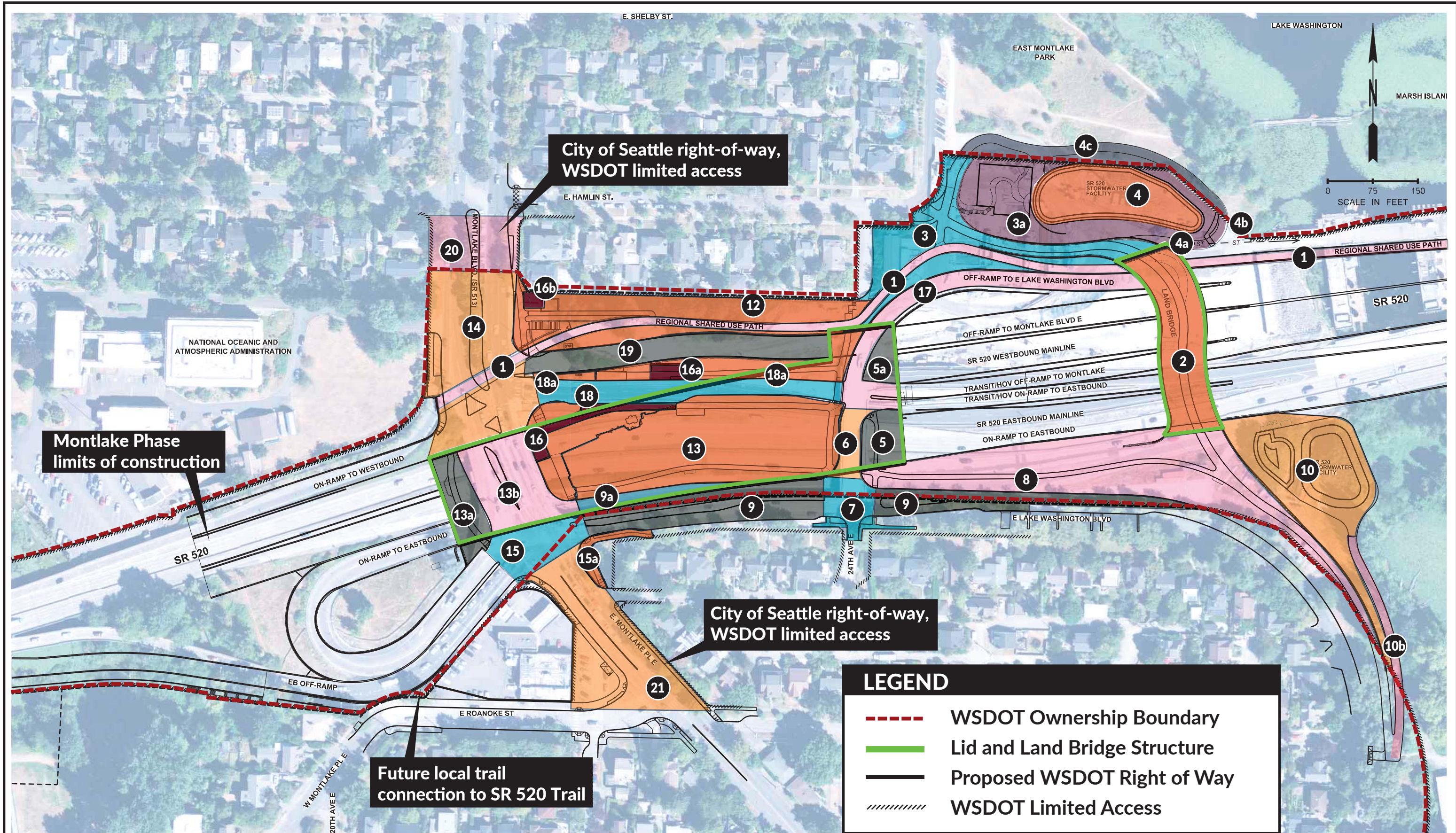
Assistant Attorney General

1/15/19

Date:



GMB 1094
Exhibit A: SR 520 vicinity map



GMB 1094

Exhibit B: Agreement area map key

Att A Exhibit B - Agreement area map key and table V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 1 RSUP	Regional Shared Use Path	WSDOT	WSDOT	WSDOT	
	Illumination System within Montlake Blvd RSUP Tunnel & Regional Trail Lights	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System (run-off goes to Area 12)	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 2 Land Bridge	Structure (includes waterproofing assembly & bridge expansion joint which bisects pathway)	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Illumination attached to the structure related to the safe operation of SR 520 will be maintained, operated, and improved and replaced by the WSDOT.	WSDOT	WSDOT	WSDOT	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System at path & outlook (Marina lights)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Asphalt Pathway with Integral Concrete Curb	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Pathway & Overlook	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 1, 2 & 3	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 3 Knuckle Area (local trail connections and landscape areas extending from Land Bridge to 24th)	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Pathway & Path Intersections	CITY - SDOT/SPR	CITY - SDOT/SPR	CITY - SDOT/SPR	
	Cobble Style Paving	CITY - SPR	CITY - SPR	CITY - SPR	
	Asphalt Pathway with Integral Concrete Curb	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types 1 & 2	CITY - SPR	CITY - SPR	CITY - SPR	
	Signage (bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (interpretive sign)	CITY - SPR	CITY - SPR	CITY - SPR	
	Removable bollards	WSDOT	WSDOT	WSDOT	
	Worlds Fair Bench (1)	CITY - SPR	CITY - SPR	CITY - SPR	
	Drinking Fountain	CITY - SPR	CITY - SPR	CITY - SPR	
	City Stormwater Vault	CITY - SPU	CITY - SPU	CITY - SPU	
	Facilty S6 - City Cartridge System	CITY - SPU	CITY - SPU	CITY - SPU	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	

Att A Exhibit B - Agreement area map key and table V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 3a Knuckle Area Outlook and Trail	Stormwater Vault / Vent Access Hatches	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Root Barrier (vertical)	WSDOT	CITY - SPR	CITY - SPR	
	Topsoil	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Reinforced Grass Paving	WSDOT	CITY - SPR	WSDOT	
	Planting	WSDOT	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	WSDOT	CITY - SPR	CITY - SPR	
	Concrete Stairs, Pathway, Path Intersections and Outlook	WSDOT	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 2, 3 & 4	WSDOT	CITY - SPR	CITY - SPR	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 4 North Stormwater Treatment Facility	Drainage & Conveyance System and associated planting	WSDOT	WSDOT	WSDOT	
AREA 4a North Drainage Facility associated w/ City drainage (not including combined outfall)	Decision documented in Design Documentation Memo Addendum #1 (Nov. 2017), Key Decisions, SPU #1, “Stormwater runoff may be routed from the segment of the SR 520 Regional Shared-Use Path located between Montlake Blvd E. and 24th Ave. E. to City facility S6.”	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 4b City/WSDOT combined outfall	Decision documented in Design Documentation Memo (April 2017), p4 Stormwater 2nd bullet, "...The junction structure where flows from WSDOT Facility M-North and City Facility S6 combine and the system downstream to the discharge pint is proposed to be maintained by WSDOT. Due to right-of-way and topographical constraints, a separate outfall for City facility S6 is not proposed."	WSDOT	WSDOT	WSDOT	
AREA 4c Trail north of North Stormwater Treatment Facility	Park trail (asphalt) to be used by WSDOT and City crews for maintenance of stormwater facilities.	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting (between path and Right of Way)	CITY - SPR	CITY - SPR	CITY - SPR	
AREA 5 Lid east of 24th and south of the Transit/HOV ramps	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights, Cobra Head & Domus street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Signage (bicycle & pedestrian wayfinding, directional, bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (interpretive sign)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Type 1	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	

Att A Exhibit B - Agreement area map key and table V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 5a Triangular lid area north of Transit/HOV ramps and east of 24th	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting (bermed landscape area)	WSDOT	WSDOT	WSDOT	
	Pedestrian Railing Type 1	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 6 Street segment of 24th between Transti/HOV ramps & Lake Washington Blvd.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 7 Intersection of 24th & Lake Washington Blvd.	Concrete crosswalk/intersection	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 8 Landscaped area north of Lake Washington Blvd.	Root Barrier (vertical)	WSDOT	CITY - SPR	CITY - SPR	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights & Domus lights)	WSDOT	CITY - SCL	CITY - SCL	
	Signage (wayfinding/directional signs)	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting	WSDOT	CITY - SPR	CITY - SPR	
	Concrete Sidewalk & Path Intersections	WSDOT	CITY - SDOT	CITY - SDOT	
	Asphalt Pathway with Integral Concrete Curb	WSDOT	CITY - SDOT	CITY - SDOT	
	Landscape Wall Type 1	WSDOT	CITY - SPR	CITY - SPR	
	Pedestrian Railing Type 1	WSDOT	CITY - SPR	CITY - SPR	
	Worlds Fair Benches (2)	WSDOT	CITY - SPR	CITY - SPR	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 9 Lake Washington Blvd.	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (covered in areas 8 & 13)	CITY - SCL	CITY - SCL	CITY - SCL	
	Stone Marker Interpretive Element	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Cobble Style Paving	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 9a Lake Washington Blvd. on lid structure	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion
	Roadway, paving, curb & gutter	WSDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	

Att A Exhibit B - Agreement area map key and
table V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 10 South Stormwater Treatment Facility	Drainage & Conveyance System & associated landscaping	WSDOT	WSDOT	WSDOT	
AREA 10b Maintenance access road for South Stormwater Treatment Facility	Pavement and gravel surfacing	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 12 Canal Reserve Area, ped/bike ramps and stairs (landscaped area north of WB off-ramp)	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 2 & 4	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Sidewalk & Stairs	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Right of Way Fence	WSDOT	WSDOT	WSDOT	
	City Water Distribution Appertenances/Vaults	CITY - SPU	CITY - SPU	CITY - SPU	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 13 Montlake Lid East btwn Montlake Blvd. & 24th Ave.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights, Cobra Head & Domus street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Signage (bicycle & pedestrian wayfinding/directional, bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (interpretive sign)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Types 1 & 2	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Sidewalk & Plaza	CITY - SDOT/SPR	CITY - SDOT/SPR	CITY - SDOT/SPR	
	Trash Receptacles (2)	CITY - SPR	CITY - SPR	CITY - SPR	
	Worlds Fair Benches (2)	CITY - SPR	CITY - SPR	CITY - SPR	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	

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table V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 13a Area west of Montlake Blvd. on the lid	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights & Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Types 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Pathway & Overlook	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 1 & 2	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 13b Montlake Blvd.within limits of lid structure	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	WSDOT	CITY - SDOT	CITY - SDOT	
	Cobble Style Paving	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting (landscape median)	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (covered in areas 13a &13)	CITY - SCL	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 14 Montlake Blvd. north of lid structure	Roadway, paving, curb & gutter, sidewalk	WSDOT	CITY - SDOT	CITY - SDOT	
	Cobble Style Paving	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting (planting strip and landscape median)	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 15 Montlake Blvd. south of lid structure	Roadway, paving, curb & gutter, concrete crosswalk	WSDOT	CITY - SDOT	CITY - SDOT	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion
	Cobble Style Paving	WSDOT	CITY - SDOT	CITY - SDOT	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 15a SE corner sidewalk of Lake Washington Blvd. & E. Montlake Pl. E.	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Stone Marker Interpretive Element	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	

Att A Exhibit B - Agreement area map key and
table V1

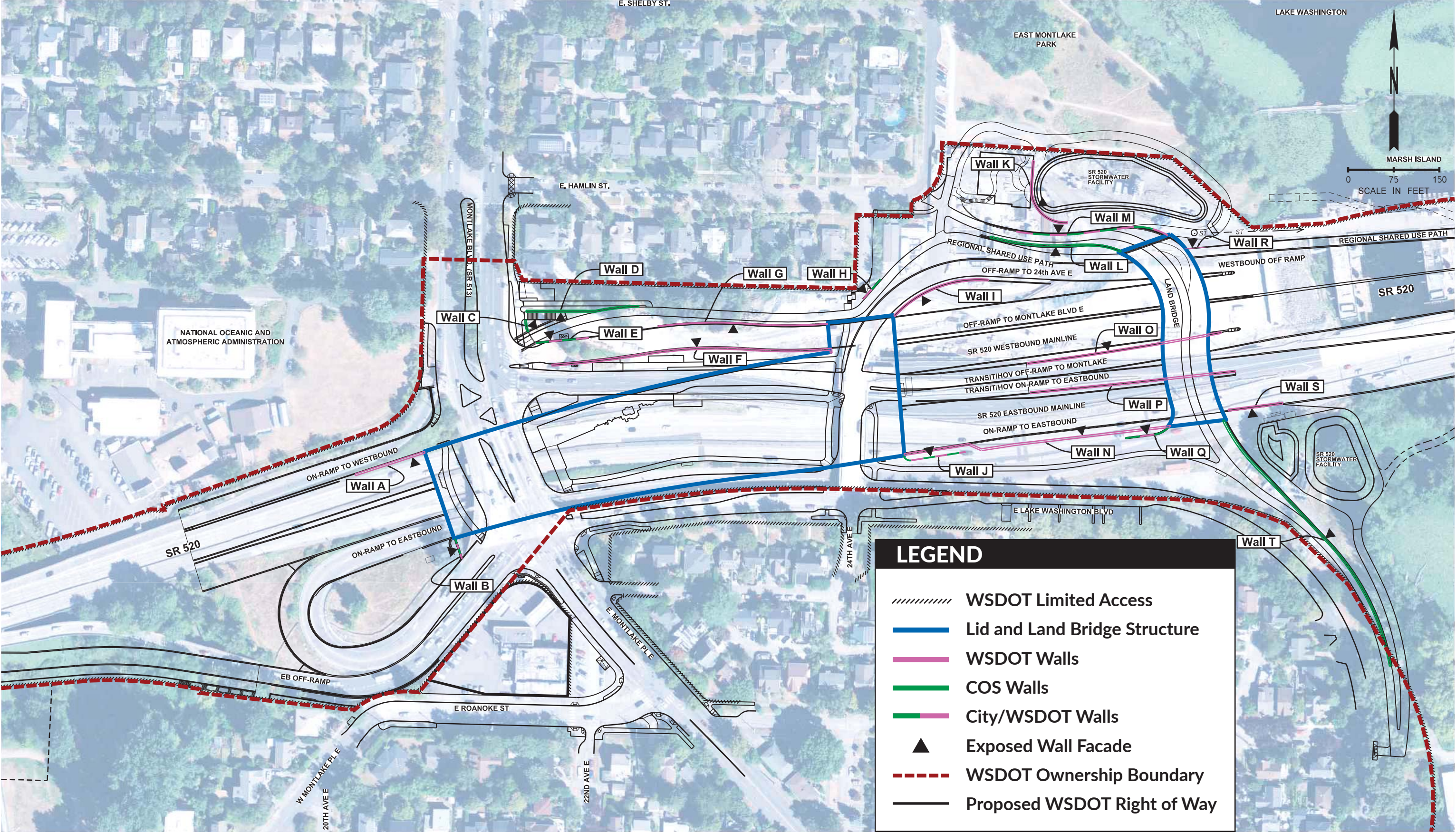
EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 16, 16a & 16b Transit Areas	Transit Shelters & Bike Storage Facilities	OTHER	OTHER	OTHER	The City will not have maintenance responsibility for transit areas and facilities within the dripline of the transit shelter canopies (areas 16 & 16a) and for bike locker/cage/rack facilities (area 16b)
AREA 17 WB LWB Off-Ramp	Roadway, paving, curb & gutter	WSDOT	WSDOT	WSDOT	
	Illumination System - WSDOT highway lighting transitions to city Domus lighting in this area. Lighting as it relates to the safe operation of this off-ramp will be maintained, operated, improved and replaced by WSDOT. Domus fixtures in this area will be furnished by the City at WSDOT's expense, and will be maintained by WSDOT.	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 18 Transit/HOV connection between 24th Ave. & Montlake Blvd.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 18a Paved/landscaped area north of Transit/HOV connection between 24th Ave. & Montlake Blvd.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Domus lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Type 1	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 19 SR 520 WB off-ramp to Montlake Blvd.	Roadway, paving, curb & gutter	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 20 Montlake Blvd. within WSDOT Limited Access & City ownership	Roadway, paving, curb & gutter, sidewalk	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting (planting strip, landscape median and planting at back of sidewalk)	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (Cobra Head street lights)	WSDOT	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	

Att A Exhibit B - Agreement area map key and table V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 21 E. Montlake Pl. E., within WSDOT Limited Access and City ownership	Roadway, paving , curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion (anticipated limit will include entire intersection)
	Root Barrier (vertical)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Topsoil	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Subsurface Soil Cells	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Irrigation System (after 3-year plant establishment)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Illumination System (Marina lights & Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Planting (street trees and planting at Roanoke Plaza)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Landscape Wall Type 1	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Seatwall Type 1	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Sidewalk & Crosswalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Cobble Style Paving	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Trash Receptacle (1)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Bike Rack	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	

NOTES

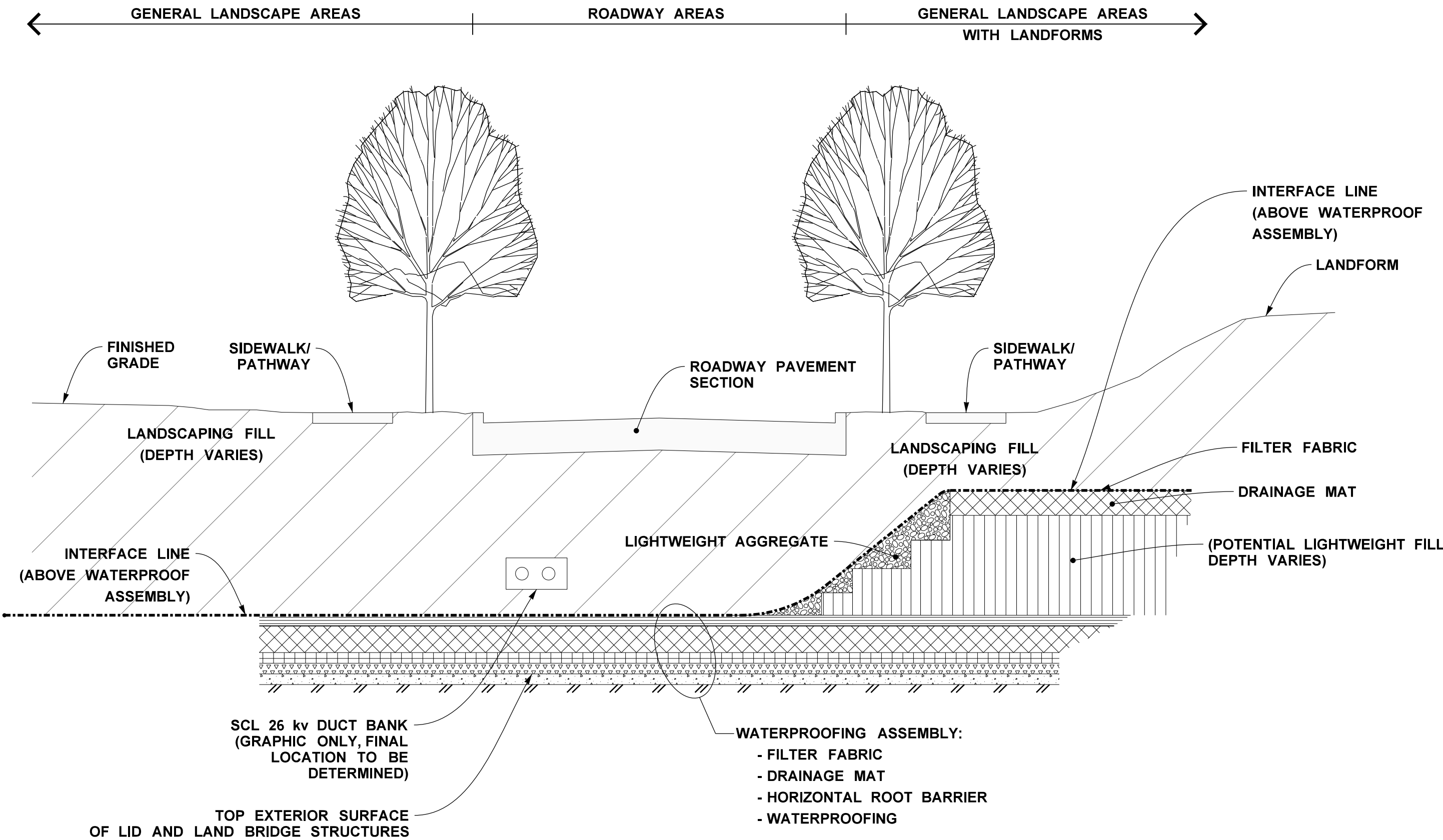
- Irrigation System** - Includes all system components including but not limited to: main lines, lateral lines, valves, irrigation heads, controller
- Illumination System** - Includes all system components including but not limited to: wires, conduit, junction boxes, cabinets, etc.
- Pedestrian Railing Types** - Type 1 - Guardrail/Fall Protection; Type 2 - Guardrail with handrail; Type 3 - Wood topped lean rail; Type 4 - Handrail
- Signals** - Per Agreement section 2.4, signal operation to be covered by Agreement GMB 1098



GMB 1094
Exhibit C: Wall map key

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
A	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
B	Graffiti removal: CITY (Montlake side)	CITY crews maintain area in front of wall
	Graffiti removal: WSDOT (Ramp side)	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports Montlake, which CITY maintains
D	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall is necessary for stairs, which are a local trail connection
E	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
F	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
G	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
H	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports Regional Shared Use Path, which is WSDOT's responsibility
I	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
J	Graffiti removal: WSDOT (north side)	WSDOT crews maintain area in front of wall
	Graffiti removal: CITY (south side)	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements (24 th Ave)
K	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall is necessary for WSDOT drainage facility
L	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports local trail connection
M	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports local trail connection
N	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
O	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
P	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
Q	Graffiti removal: WSDOT (north side)	WSDOT crews maintain area in front of wall
	Graffiti removal: CITY (south side)	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports land bridge abutment, which is a local trail connection
R	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
S	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
T	Graffiti removal: WSDOT (within limited access fence line; specific dimension depends on Design-Builder's design)	WSDOT crews maintain area in front of wall within limited access fence
	Graffiti removal: CITY (outside limited access fence line; specific dimension depends on Design-Builder's design)	CITY crews maintain area in front of wall outside limited access fence
	Improve & Replace: CITY	Wall supports local trail connection



GMB 1094
Exhibit D: Montlake Lid & Pedestrian Land Bridge Section

**GCA 5962 Task Order AH
EXHIBIT A
Washington State Department of Transportation (STATE) and
City of Seattle (CITY)
Design-Build Coordination and Permitting Procedures
SR 520: Portage Bay Bridge Project**

1.0 General

- 1.1 These Procedures are called for in and otherwise necessitated by this Task Order AH to GCA 5962, and by the Utility Design-Build Agreement between the STATE and the CITY, by and through Seattle City Light (SCL), hereinafter referred to as UTB 1504, the Utility Design-Build Agreement between the STATE and the CITY, by and through Seattle Information Technology Department (SITD) hereinafter referred to as UTB 1506 and the Utility Design-Build Agreement between the STATE and the CITY, by and through Seattle Public Utilities (SPU), hereinafter referred to as UTB 1505. UTB 1504, UTB 1506 and UTB 1505 are incorporated herein by reference.
- 1.2 This document describes the CITY and the STATE roles and procedural responsibilities for the Project, as described below. Procedures within this document address: design coordination and plan review processes; construction coordination, including inspections, testing, and acceptance for SDOT, SCL, SPU, SITD and Seattle Parks and Recreation (SPR); and the Street Use Permit process Seattle Department of Transportation (SDOT) will conduct for the Project. This document does not address plan review or permits issued by other departments of the CITY.
- 1.3 Nothing in this document is intended, or shall be construed, to expand the scope of the CITY's responsibility regarding the Project beyond the scope stated in these Procedures.

2.0 Provisions

- 2.1 The STATE is responsible for funding the Project except for portions of the Project that SPU, SITD and SCL are responsible for as provided in UTB 1505, UTB 1506 and UTB 1504. The STATE shall provide necessary funding for pertinent Project costs without reimbursement from the CITY, unless such costs are attributable to and deemed to be Betterment, or as defined and determined herein.
- 2.2 The STATE is responsible for designing and constructing the Project. The STATE will manage risk, produce design, and conduct construction in a manner that maximizes cumulative public benefits and minimizes cumulative public costs. The STATE is responsible for taking measures to minimize, limit, and mitigate damage to CITY Facilities and CITY Interests that may result from the Project construction. The STATE is responsible for remedying at its cost such damage should it occur.

**The STATE/CITY Design-Build Coordination and Permitting Procedures
SR 520: Portage Bay Bridge Project**

- 2.3 The STATE is responsible for leading communications and public involvement elements of the Project. The STATE shall prepare a communications plan and coordinate with the CITY, other public agencies, and stakeholders.
- 2.4 The STATE is responsible for implementing the Community Construction Management Plan (CCMP), which addresses community issues and communications needs arising as a result of Project construction activity. The STATE will provide CITY with an opportunity to review and comment on the Design-Builder's CCMP submittals and will resolve all CITY comments. The STATE will review any proposed CCMP changes with CITY and will seek to reach consensus with CITY on any such changes before approving changes.
- 2.5 The STATE is responsible for environmental review of the Project and will consult with CITY in preparing any updates to Project NEPA environmental documents. The STATE's environmental review does not obviate or supersede SDOT's SEPA authority, exercised through SDOT review and permitting of the project, including permit conditions as determined by SDOT.
- 2.6 Each Party shall ensure that its employees, agents, and contractors, to the extent applicable, comply with the obligations of these Procedures.
- 2.7 No failure to exercise, and no delay in exercising, on the part of either Party hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.
- 2.8 The Parties acknowledge the right of each Party to exercise its police power pursuant to general law and applicable statutes for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in these Procedures shall be construed as waiving or limiting the STATE's or CITY's rights to exercise its police power or to preclude or limit exercising any regulatory power in connection with this Project or otherwise.
- 2.9 A judicial determination that any term, provision, condition, or other portion of these Procedures, whether in whole or in part, is inoperative, invalid, void, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of these Procedures, whether in whole or in part, and the remaining terms, provisions, conditions, or other portions of these Procedures, whether in whole or in part, shall remain valid and enforceable to the fullest extent permitted by law.

**The STATE/CITY Design-Build Coordination and Permitting Procedures
SR 520: Portage Bay Bridge Project**

- 2.10 These Procedures may be amended only by a written instrument, duly authorized by the CITY through SDOT and the STATE and executed by their duly authorized representatives.

3.0 Definitions/Glossary

- 3.1 Approved Plans – That portion of the RFC Documents that evidence the CITY’s determinations through the design review and LOPA/Concurrence Letter processes described in these Procedures, that the design of CITY Facilities and CITY Interests depicted in the RFC Documents conform to the criteria established in these Procedures, UTB 1504, UTB 1505, and UTB 1506.
- 3.2 Betterment – Any upgrading of the CITY Facilities/Interests, or the design and construction of any new CITY Facilities/Interests that are not attributable to the Project and are made solely for the benefit of and at the election of the CITY at the CITY’s cost. Examples of work that will not constitute a Betterment, so that the CITY shall not bear cost responsibility, are:
- If existing devices or materials are no longer regularly manufactured or cannot be obtained in time to meet the Project schedule needs or requests by the STATE, then devices or materials of equivalent standards although not identical, of the next highest grade or size;
 - Any change necessary to meet local or federal code requirements, such as ADA requirements and/or CITY Standards; or
 - Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase).
- 3.3 Business Day – Monday through Friday, inclusive, except for official City of Seattle and State of Washington holidays.
- 3.4 Calendar Day – Any day, or portion of a day, on the calendar including Saturdays, Sundays, and legal holidays, beginning and ending at midnight.
- 3.5 CITY – City of Seattle, a municipal corporation.
- 3.6 CITY Facilities – CITY infrastructure (including utilities in WSDOT ROW that have or will have a permit or easement) and CITY Right-of-Way improvements or CITY owned property improvements that are impacted by, modified or constructed as part of the Project that are or will be owned by the CITY.
- 3.7 CITY Interests – Improvements outside of the CITY Right-of-Way and outside of CITY owned property that are modified or constructed as part of the Project that are or will be operated, improved/replaced and/or maintained by the CITY, as defined in applicable maintenance agreements.
- 3.8 CITY Facilities/Interests – CITY Facilities and CITY Interests.

**The STATE/CITY Design-Build Coordination and Permitting Procedures
SR 520: Portage Bay Bridge Project**

- 3.9 CITY Right-of-Way or CITY Street Right-of-Way – Public street right-of-way under the jurisdiction of SDOT pursuant to Title 15 of the Seattle Municipal Code.
- 3.10 CITY Standards – City of Seattle standard plans, specifications, and design guidelines; City of Seattle laws, rules, regulations and standards; and all applicable federal and state laws, rules, regulations and standards.
- A. Seattle Municipal Code;
 - B. City of Seattle Standard Specifications for Road, Bridge and Municipal Construction;
 - C. City of Seattle Standard Plans for Municipal Construction;
 - D. SDOT, SCL and SPU Director's Rules, including the CITY of Seattle Streets Illustrated and any revisions to the Right-of-Way Improvements Manual;
 - E. SCL Material Standards;
 - F. SCL Construction Standards and Work Practices;
 - G. SPU Standards and Guidelines;
 - H. SPR Standards; and
 - I. Any other codes, guidelines, or standards specified in UTB 1506, UTB 1504, UTB 1505, or the Conformed Contract Documents.
- 3.11 Conformed Contract Documents – The final contract documents executed between the STATE and the selected Design-Builder, subsequent to contractor selection.
- 3.12 Construction Director – The STATE staff person who will manage the SR 520 Design-Build contract and will be primary liaison with SDOT for the Project, and who may assign some portion of duties to other designated STATE staff or consultants as needed.
- 3.13 Interagency Manager – The person designated by SDOT to act as the CITY's primary liaison with the STATE for the Project, who may assign some portion of duties to other designated CITY staff or consultants as needed.
- 3.14 CQAM – Construction Quality Assurance Manager assigned and designated by the Design-Builder with responsibility to verify and validate that construction QC and QA procedures required by Conformed Contract Documents (specifically, the QMP) are administered and followed.
- 3.15 Design-Build Contract – The contract that the STATE awards to and executes with the contractor with the best value responsive proposal to complete the design and construct the Project.

**The STATE/CITY Design-Build Coordination and Permitting Procedures
SR 520: Portage Bay Bridge Project**

- 3.16 Design-Builder – The entity with whom the STATE enters into the Design-Build Contract and who is responsible to complete the design and construct the project.
- 3.17 Design Submittal – Plans, specifications, and design documentation representing design of a given Project element in the Design-Build Contract, accompanied by a cover letter specifying what is in the given design submittal and what has been or will be covered in related design submittals.
- 3.18 DQAM – Design Quality Assurance Manager, a licensed professional engineer assigned and designated by the Design-Builder with responsibility to verify and validate that design QC and QA procedures required by Conformed Contract Documents (specifically, the QMP) are administered and followed.
- 3.19 Engineer of Record – The engineer licensed in the State of Washington who has been commissioned as the prime engineer of the Project, having overall responsibility for the adequacy of the design and the coordination of the design work of other engineers and whose professional seal is on the Approved Plans. The Parties agree that Approved Plans and Released for Construction Documents for each component of the Project shall be stamped and signed by an engineer of record representing the Design Builder who is preparing the Approved Plans pursuant to the requirements of state law.
- 3.21 FDS – Final Design Submittal of plans, specifications, and design documentation representing complete design of a given Project element in the Design-Build Contract. The Final Design Submittal addresses and incorporates review comments from the Preliminary Design Submittal.
- 3.22 Hazardous Substance – Any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic, or harmful substance, material or waste, subject to regulation under any federal, state or local law, regulation or ordinance relating to environmental protection, contamination or cleanup including but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) or the Washington Model Toxics Control Act (Chs. 70.1 05D RCW) (MTCA), petroleum products and their derivatives, and such other substances, materials, and wastes as become regulated or subject to cleanup authority under any environmental law.
- 3.23 Hold Point – Points during construction where critical characteristics are to be measured and maintained, and beyond which it would be impractical to determine adequacy of either materials or workmanship.

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- 3.XX Inspection and Test Plan – Describes all of the proposed QA inspections and tests to be performed throughout the construction process.
- 3.XX Interim Use and Operations Letter – Written notification from the CITY to the STATE, during construction, that signifies the CITY is assuming responsibility for the interim use and operation of the CITY Facilities or CITY Interests until the Parties execute a Letter of Acceptance.
- 3.24 Letter of Acceptance – Written notification from the CITY to the STATE, post-construction, that signifies all issues have been resolved and that specified CITY Facilities or CITY Interests are acceptable to the CITY as defined in these Procedures. For CITY Facilities, this signifies approval for the STATE to transfer all rights and ownership of CITY Facilities to be owned by the CITY. The Letter of Acceptance does not transfer any interest in real property. Approval from SCL is required for SCL Facilities, and approval from SPU is required for SPU Facilities. A Letter of Acceptance does not constitute a waiver of any claims for Non-conforming Work unless otherwise approved in writing by the CITY, damages, or claims caused by the negligent acts or omissions of the STATE or the Design-Builder.
- 3.25 Concurrence Letter – Written notification from the CITY to the STATE following the completion of the plan review process defined in these Procedures, signifying that the content pertaining to CITY Interests shown in the RFC Document(s) identified in the letter conform with the requirements of these Procedures, UTB 1504, UTB 1506 and UTB 1505, and are incorporated into the Approved Plans. SDOT will issue one Concurrence Letter for the CITY per RFC Document, which will include approval from SPU and SCL if the RFC Document includes SPU or SCL Interests.
- 3.26 LOPA – Letter of Plan Approval - A formal letter issued to the STATE by SDOT as a follow-up to an issued Street Use Permit, following the completion of the plan review process defined in these Procedures, signifying that the content pertaining to CITY Facilities shown in the RFC Document identified in the letter conform with the requirements of these Procedures, UTB 1504 (SCL Agreement) and UTB 1505 (SPU Agreement) and are incorporated into the Approved Plans. SDOT will issue one LOPA for the CITY per RFC Document which will include approval from SPU and SCL if the RFC Document includes SPU or SCL Facilities.
- 3.28 Non-conforming Work – Project design or construction work or materials that do not comply with Design-Build Contract, Street Use Permits, LOPAs, Approved Plans, local or federal code requirements, or applicable CITY Standards unless otherwise approved in writing by the CITY.
- 3.29 Over-the-Shoulder (OTS) – Ongoing, routine, informal coordination and/or review of Project design elements among the STATE, the CITY, and the Design-Builder.

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- 3.30 Private Utilities – Utility uses, excluding facilities owned by the CITY, that are governed and enforced through CITY Code or Ordinance, whether approved or not through franchise agreements and/or Street Use Permits by the CITY.
- 3.31 Procedures – All procedures and processes within this Design-Build Coordination and Permitting Procedures document, from Section 1 through Section 17.
- 3.32 Project – Design refinement, final design and construction of the Portage Bay Bridge phase of SR 520, as further described in Section 4.2.
- 3.33 PQM – Project Quality Manager assigned and designated by Design-Builder with overall responsibility to verify and validate that design and construction QC and QA procedures required by the Conformed Contract Documents (specifically, the QMP) are administered and followed.
- 3.XX PDS – Preliminary Design Submittal of plans and design documentation representing the preliminary design of a given Project element in the Design-Build Contract.
- 3.34 QA – Quality Assurance.
- 3.35 QC – Quality Control.
- 3.36 QMP – Quality Management Plan - Documents to be prepared by the Design-Builder before submittal to and design review of the CITY that will define timing, content, and format of all QC and QA procedures for design (“Design QMP”) and construction (“Construction QMP”).
- 3.37 QV – Quality Verification
- 3.38 Released For Construction (RFC) Documents – The design documents stamped “Released For Construction” by the Design-Builder. These documents provide plans and specifications for a given Project element that are construction ready and have been certified by the Design-Builder as having met all contract requirements, including CITY Standards, and received all approvals and permits. The RFC Documents address all review comments from Preliminary Design Submittal and Final Design Submittal.
- 3.39 Remediation – same as Remedy or Remedial Action defined in the Model Toxics Control Act (MTCA), which includes any action or expenditure consistent with the purposes of MTCA to identify, eliminate, or minimize any threat or potential threat posed by Hazardous Substances to human health or the environment including any investigative and monitoring activities with respect to any release or threatened release of a Hazardous Substance and any assessments to determine the risk or potential risk to human health or the environment of Hazardous Substances.
- 3.40 RFI – Request for Information.

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3.41 RFP – Request for Proposal.

3.42 ROM – Record of Materials.

3.43 SDOT – Seattle Department of Transportation.

3.44 SCL – Seattle City Light.

3.45 SMC – Seattle Municipal Code.

3.46 SPR – Seattle Parks and Recreation.

3.47 SPU – Seattle Public Utilities.

SITD – Seattle Information Technology Department

3.48 Street Use Permit – Written authorization secured by the STATE from the Director of SDOT for use of the CITY Street Right-of-Way pursuant to Title 15 of the Seattle Municipal Code.

3.49 STATE – Washington State Department of Transportation.

3.50 Task Force – A group led by the Design-Builder that consists of the STATE, the CITY, and other stakeholders meeting regularly to review and reach decisions relating to a particular subject.

3.51 CITY Utility – The City of Seattle Utility Departments: Seattle City Light, Seattle Information Technology Department and Seattle Public Utilities.

3.52 Work – All of the administrative, design, engineering, real property acquisition support services, utility support services, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, inspection, labor, materials, equipment, maintenance, documentation, and other duties and services to be furnished and provided by the Design-Builder as required by the Conformed Contract Documents, including all efforts necessary or appropriate to achieve a Letter of Acceptance, except those efforts that the Conformed Contract Documents specify will be performed by the STATE or other persons. In certain cases, the term may also be used to mean the products of the Work.

4.0 Scope

4.1 In order to meet the Project schedule, the STATE and the CITY will continue implementation of a close coordination process through design and construction and agree that:

- The CITY will provide qualified staff during design and construction and will strive to assign staff members who are authorized to make final decisions. CITY staff will

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communicate with the STATE Construction Director or designee in assisting in the evaluation of the conformity of CITY Facilities/Interest with the Release For Construction Documents and Approved Plans. Notwithstanding any act or omission by the CITY pursuant to this subsection, the STATE shall not be relieved of any of its authority over, and responsibility for, the Project, as provided for in these Procedures.

- Design and construction of CITY Facilities/Interests, including repair, shall comply with CITY Standards, unless otherwise agreed by the Parties in writing.
- Design and construction of CITY Facilities/Interests shall consider long-term operation and maintenance costs and requirements and minimize potential interruptions and disruptions to CITY Utility customers.
- The STATE may request the CITY to operate and maintain certain STATE owned Project facilities as may be established by separate agreement.
- Local motorized and non-motorized traffic through the Project area will be maintained during Project construction, while minimizing impact to existing street system. The STATE, with SDOT's input, will formulate plans to maintain traffic flow during construction of the Project and will comply with the Approved Plans, Street Use Permits, and LOPAs including any requirements related to haul routes.
- The Interagency Manager or designee may consult with and make inquiries of the Construction Director or designee regarding Project information pertinent to CITY Facilities/Interests, and the Construction Director shall disclose all documentation pertinent to CITY Facilities/Interests and performance of the CITY's regulatory responsibilities to the Interagency Manager.
- If execution of the Design-Build Contract is delayed until January 2024 or thereafter, the Project design will be subject to any new applicable CITY Standards adopted during the period of such delay.

4.2 The Project includes the following general components, with details further described in the Design Build Contract for the Project:

- A seismically stronger Portage Bay Bridge to replace the existing bridge;
- Extension of the Regional Shared Use Path across Portage Bay Bridge;
- A community connecting lid at 10th Avenue East and Delmar Drive East;
- A landscaped, bicycle and pedestrian shared use crossing over I-5;

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- Construction of traffic signal systems, stormwater and drainage infrastructure, retaining and noise walls, fences, landscaping, and other elements of the highway design and associated amenities at different locations in the Project area;
 - Utility related construction as described in UTB 1504, UTB 1506 and UTB 1505; and
 - Utility services (such as power and water) will be metered separately to reflect the CITY and STATE areas of maintenance and to service infrastructure such as illumination and irrigation.
- 4.3 These Procedures are based on the expectation that the STATE is responsible for the Project, which will be designed and constructed using a Design-Build Contract. The STATE will manage the Design-Build Contract according to terms of the Conformed Contract Documents, RFC Documents, Approved Plans, Street Use Permits and LOPAs. For purposes of these Procedures, the STATE shall be responsible for any and all obligations of the Design-Builder.
- 4.4 In implementing the Procedures, the goal of the STATE and the CITY is to facilitate timely and expeditious completion of Project designs that:
- Meet Project requirements and standards and commitments;
 - Comply with the STATE and CITY procedural requirements;
 - Fulfill SDOT regulatory requirements set forth in SMC Title 15;
 - Achieve the Project schedule;
 - Allow construction to proceed in a timely manner;
 - Minimize Project scope creep;
 - Minimize impact on CITY Facilities/Interests; and
 - Act in best interest of both the public and the environment.
- 4.5 The STATE will take the lead in coordinating regular communications and design coordination meetings with the CITY, the STATE's consultants and contractor, and other utility owners.
- 4.6 The basis of the Design-Build Contract will be conceptual design plans, which include basic configuration elements already prepared by the STATE. The STATE and the CITY coordinated during the conceptual design process to identify basic Project configuration, as well as applicable CITY standards and technical requirements through the following:
- Seattle Design Commission (SDC) coordination including:

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- The 2011-2012 Seattle Community Design Process: “Seattle Community Design Process Final Report”, Dec 20, 2012
- The 2014-2015 West Side Design Refinements Process: “SR 520 West Side Final Concept Design Final Report”, Feb 2016
- SDC Endorsement Letter for the SR 520 Portage Bay Bridge and Roanoke Lid Project, April 2, 2020
- RFP/Policy coordination (ongoing)
- Operations and Maintenance Agreement GMB 1094 Amendment 01, executed XXXX
- RFP review (ongoing)
- Conceptual Design Refinements for the SR 520 Portage Bay Bridge and Roanoke Lid Project, 2019
- Conceptual Design, RFP Development and Procurement Procedures, Exhibit A-6, GCA 5962 Task Order AD, Amendment No. 6

Due to the complexity of the Project, the STATE and the CITY recognize that unanticipated situations may arise that require modification of the conceptual design and RFP technical requirements. The CITY’s comments provided through RFP review related to CITY Facilities/Interests are solely for the benefit of the CITY.

- 4.7 Throughout the duration of the design-build contract, the STATE agrees to seek input from the CITY on the Project design and preparation of Design Submittals. The STATE will deliver the following to the CITY for their review of CITY Facilities/Interests:
- A. PDS packages
 - B. FDS packages
 - C. RFC Documents
- 4.8 Conformed Contract Documents will require Design-Builder to organize Task Forces for design development, coordination, construction, and management of various elements of the work. Task Forces will generally be aligned with each Project design discipline and will provide an opportunity for the STATE and CITY staff to collaborate with Design-Builder and provide input through design and construction processes.
- 4.9 Task Forces will meet on a regular basis to solicit input, coordinate design and construction work, and provide a venue to assure dissemination of critical Project information to all members. Design-Builder will lead scheduling these meetings and taking responsibility to record and distribute the meeting minutes. Task Forces will work collaboratively to review and provide comments as Design-Builder develops the three design submittals referenced in Section 4.7. These meetings, combined with Over-the-Shoulder coordination, will be an integral part of the design review process to discuss and resolve design issues and reduce

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the level of effort required to conduct the formal review process of the different design submittals. Over-the-Shoulder coordination will occur through attendance at the Task Force meetings or other meetings that may be established by Design-Builder (including comment resolution meetings at the conclusion of formal reviews), and through routine day-to-day interactions.

- 4.10 The CITY will participate in Task Force meetings affecting CITY Facilities/Interests. Task Force participants from both Parties will include qualified subject matter experts assigned to the Project who will be reviewing submittals, including CITY asset owners who will have financial responsibility for CITY Facilities/Interests. The STATE will notify CITY asset owners and provide an agenda five (5) Business Days prior to the Task Force meetings.

Task Force participants may include representatives from other stakeholders such as King County, Private Utilities, and adjacent contractors. Additional task forces may be instituted during the life of the Project in which the CITY's participation will be requested.

- 4.11 In implementing a Design-Build Contract, construction of some portions of the Project will begin while design of others is ongoing. While the STATE has developed a conceptual schedule and sequencing to complete the work, the ultimate sequencing of design and construction will be the responsibility of the selected Design-Builder to determine based on various constraints and requirements included in Conformed Contract Documents. The STATE will provide the CITY with a detailed overall schedule that includes and highlights work related to CITY Facilities/Interests and will coordinate with the CITY to schedule shutdowns, closures, cutovers, and other CITY crew work and inspections. The STATE will also provide a clear work breakdown of the design timeline of the PDS, the FDS, and RFC Documents. The STATE will provide monthly Project schedule updates and weekly design and construction lookahead schedule updates. Any schedule changes will be promptly communicated to the CITY as soon as they become known by the STATE.

- 4.12 The STATE will submit a QMP to the CITY that defines timing, content, and format of all design submittals and construction document reviews, and how Design-Builder will ensure all QC and QA procedures have been completed, to confirm all review comments have been incorporated as agreed by the STATE and the CITY during comment resolution process. The QMP will also include processes and procedures for how regularly scheduled Task Force meetings will be used to support quality goals of Conformed Contract Documents. The QMP will include an Inspection and Test Plan. The STATE will provide the CITY with opportunity to review and comment on QMP to the extent it is related to CITY Facilities/Interests. No design review on CITY Facilities/Interests will commence until the Design Builder's final Design QMP has been submitted and all comments related to CITY Facilities/Interests have been addressed to meet City Standards and procedural requirements. No work on CITY Facilities/Interests will commence until the Design-Builder's final Construction QMP has been submitted and all comments related to CITY

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Facilities/Interests have been addressed to meet City Standards and procedural requirements.

4.13 The STATE will designate a PQM who will be responsible for developing and updating the QMPs, ensuring all elements of work are performed in accordance with Conformed Contract Documents, Approved Plans, Street Use Permits, and LOPAs, and ensuring adequate staffing and expertise are utilized for QC and QA efforts. The STATE will require Design-Builder to designate a CQAM with overall responsibility for Construction QMP. The STATE will also require Design-Builder to designate a DQAM with overall responsibility for Design QMP. The CQAM and DQAM will be responsible for verifying and validating QC and QA procedures required by the QMPs are administered and followed.

4.14 SDOT costs for SDOT staff time and work to carry out Procedures (excluding Betterments) will be paid by the STATE via Project Services Agreement GCA 5962, as may be amended.

5.0 Design-Build General Coordination Procedures - CITY and STATE

5.1 The STATE will assign an engineer as Construction Director to oversee and administer the Design-Build Contract for the Project and ensure work is designed and constructed in accordance with Conformed Contract Documents, Approved Plans and any applicable permits and LOPAs. The Construction Director may delegate responsibilities to other STATE staff as needed. The Construction Director will be responsible to:

- ensure a Project Office has been set up to effectively manage Design-Builder activities through design and construction, with access for CITY staff;
- administer Design-Build contract in close coordination with the CITY;
- confirm Project design and construction components the CITY intends to review and evaluate, and ensure appropriate discussion and incorporation of CITY comments on design reviews, construction design change submittals, and construction materials submittals;
- identify design deviations within design submittals to help focus reviews and improve the quality of reviews within the schedule;
- ensure changes in design during the construction phase are conveyed to the CITY for review in a timely manner;
- ensure regularly-updated schedule information is adequately conveyed to the CITY; and
- coordinate and elevate unresolved issues to appropriate STATE staff and managers as necessary.

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- 5.2 SDOT will provide an Interagency Manager who will oversee and administer Project Services Agreement GCA 5962 as it relates to the Project. The Interagency Manager may delegate responsibilities to other SDOT staff as needed and will be responsible to:
- allocate appropriate SDOT staff and resources to support the Project;
 - regularly coordinate with appropriate SDOT staff and managers to support the Project;
 - work to ensure decisions are being made in a timely manner;
 - coordinate with appropriate SDOT staff and managers to resolve elevated issues; and
 - coordinate and communicate final decisions on issues and comment resolution for the CITY.
- 5.3 The Interagency Manager or designee will be responsible for the following design coordination:
- attend Task Force meetings and participate in other Over-the-Shoulder coordination and review activities;
 - determine CITY staff attendees and coordinate the activities of the CITY staff;
 - coordinate design submittal reviews within the CITY;
 - coordinate the CITY's participation and use of CITY resources to provide timely review comments on behalf of the CITY;
 - attempt to resolve issues and comments related to CITY Facilities/Interests and/or elevate issues and comments related to CITY Facilities/Interests for resolution by the STATE and CITY; and
 - communicate with the Construction Director regarding design and proposed changes to design as it relates to CITY Facilities/Interests.

The Interagency Manager or designee will be responsible for the following construction coordination:

- coordinate testing, inspections, and acceptance of infrastructure through the process described below, and provide concurrence when CITY Facilities/Interests have been implemented in compliance with CITY Standards, Approved Plans, applicable Street Use Permit, and LOPAs;
- communicate with Construction Director regarding regulatory compliance as it relates to CITY Facilities/Interests;

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- communicate with Design-Builder where authorized by Construction Director or designee; and
- delegate, at SDOT's sole discretion, responsibility for compliance with SMC Title 15 to street use inspectors.

5.4 The Construction Director and Interagency Manager designees for the Project, and applicable CITY asset owners, will meet weekly to coordinate on Project issues, upcoming Project work, and any issues that need to be tracked, discussed, evaluated, or jointly decided.

The Construction Director and Interagency Manager will also meet weekly (or more or less frequently if determined necessary by both) to maintain close coordination on Project issues, upcoming Project work and staffing needs, and any issues that have been elevated for discussion, evaluation or resolution. This coordination meeting will include applicable CITY asset owners who will have financial responsibility for CITY Facilities/Interests when there are issues that require their input/approval for resolution.

5.5 The CITY may request the STATE to make additions and changes to the Conformed Contract Documents, related to CITY Facilities/Interests. The STATE will consider implementing the requested changes and the STATE retains the right to reject requested changes if, in the STATE's sole discretion, incorporating such changes could result in additional cost to the STATE or a delay in Project schedule. Notwithstanding the foregoing, the STATE shall consider changes that are within the general scope of the Project and that are needed to comply with Project permits, State and/or Federal law, and CITY Standards, and ensure that changes are made to comply with the same. Such additions and changes may lead to Betterments as defined in these Procedures, UTB 1505, UTB 1506 or UTB 1504. If the Parties do not agree on whether CITY-requested additions or changes constitute a Betterment, the Parties shall follow the Dispute Resolution procedures in Section 12. If the CITY and the STATE agree to implement such Betterments, the CITY and the STATE will document the request in writing executed by both Parties. The CITY shall reimburse the STATE for costs associated with CITY-requested Betterments through Task Orders.

5.6 The STATE will include a number of Hold Points within Conformed Contract Documents; additional such points may be jointly established by the STATE and the CITY. Hold Points will be included whenever QA inspection is mandatory. During construction, the STATE will provide the CITY with three (3) Business Days' notice, in a format as agreed to by the Parties, of the occurrence of each Hold Point related to CITY Facilities/Interests, so that the STATE and the CITY can, at their discretion, observe or visually examine a specific work operation or test. Construction on components subject to Hold Points will not proceed until required QA inspection is performed and a written release is granted by the Design Builder's QA division subject to City approval related to City Facilities/Interests.

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6.0 Design Submittal Reviews

- 6.1 For the three submittals listed in Sections 6.3 – 6.5, CITY staff will review design elements affecting CITY Facilities/Interests for compliance with CITY Standards, and for performance of the CITY's regulatory responsibilities within scope stated in these Procedures. The STATE and the CITY will jointly determine design elements to be reviewed by the CITY as the Project progresses.
- 6.2 The STATE will provide PDF format electronic versions of the Preliminary Design Submittal and FDS documents to the CITY for review and for CITY records. Hard copies will be provided as requested by the CITY.
- 6.3 Preliminary Design Submittal. This submittal will provide a formal opportunity for the CITY to review proposed construction documents and provide comments addressing whether documents comply with the CITY Standards in these Procedures, UTB 1505, UTB 1506 and UTB 1504; whether design features are coordinated; and whether material concerns exist within a given discipline or between disciplines. Upon receipt of this submittal, SDOT will determine whether any portion of the work contemplated in the Preliminary Design Submittal is subject to Street Use Permitting requirements under provisions of SMC Title 15 and/or a LOPA.
- (1) Contents of Preliminary Design Submittal will be organized by discipline as specified in the Conformed Contract Documents.
 - (2) Fourteen (14) Calendar Days from the Business Day following receipt of the Preliminary Design Submittal by the Interagency Manager will be allotted for review of submittal by the CITY and return of comments to Construction Director, unless additional time for review of submittal is provided as described in Section 6.6.
- 6.4 Final Design Submittal. Submittal will be prepared when design for a given element or area is 100% complete. FDS will include plan sheets, specifications, technical memos, reports, calculations, Hold Points, and other pertinent data as applicable. The submittal shall incorporate design changes from the preliminary phase and address CITY comments. As a result of on-going discussion and resolution of design and construction issues through regularly scheduled Task Force meetings and Over-the-Shoulder coordination, it is anticipated that revisions or changes will be limited at this stage.
- (1) FDS will include all Conformed Contract Documents (Chapter 1 and 2) standards and technical requirements and specifications necessary to construct the work represented in the submittal.
 - (2) Fourteen (14) Calendar Days from the Business Day following receipt of the FDS by the Interagency Manager will be allotted for review of this submittal by the CITY and

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return of comments to Construction Director, unless additional time for review of submittal is provided as described in Section 6.6.

- (3) Following resolution of all comments, as described in Section 6.8, the FDS will proceed through written certification process described in Section 6.5, in preparation for documents being Released for Construction.

- 6.5 RFC Submittal. All CITY comments on CITY Facilities/Interests shall be addressed. Comments regarding CITY Facilities/Interests or compliance with SMC Title 15 where Street Use Permits apply, will be resolved to comply with the requirements of these Procedures, including compliance with CITY Standards as determined by the CITY. The STATE will provide a written certification to the CITY, indicating that the RFC Submittal complies with all QC, QA, and design reviews required by the QMP and these Procedures, UTB 1504, UTB 1506, and UTB 1505, and that all review comment responses have been incorporated as discussed and agreed to by the Parties. Each sheet of the plan set and the cover of each set of technical specifications in RFC Submittal will be stamped "Released for Construction" and initialed and dated by the DQAM as well as stamped and signed by the Engineer of Record. The CITY shall have no obligation to issue a LOPA for an RFC Submittal if any CITY comment remains unresolved.
- 6.6 Review periods for Preliminary and Final Design Submittals may be extended by seven (7) Calendar Days, or as otherwise agreed to by both Parties, for submittals that are received between November 15th and January 2nd, for submittals with overlapping review periods that are being reviewed by the same discipline team, or for submittals that contain over 100 pages of plans and calculations. For submittals received between 4:00 p.m. Thursday and 6:00 a.m. the following Monday, and holidays, review periods may be extended by 2 Calendar Days.
- 6.7 SDOT will consolidate all CITY review comments on Design Submittals and remove duplicate comments, prior to sending to the STATE for review and dissemination back to the Design-Builder. Review comments will be submitted in a manner and form as requested and approved in the QMP and mutually agreed by the STATE and the CITY. The Parties will work together to resolve conflicting comments. The Parties agree that SDOT should generally not submit comments for issues resolved in a previous submittal, but that certain factors may warrant such a comment (e.g., not compliant with contract requirements, the design has been changed, or a deviation to a CITY standard is proposed). If the Parties disagree on whether an issue was previously resolved or whether certain factors warrant the comment, the Parties will seek to resolve any disagreement on cost responsibility in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.
- 6.7.1 When applicable to the comments, SDOT will include a supporting reference to the corresponding contract requirement or agreement section. When not applicable to a specific contract requirement or agreement section, SDOT will identify these comments as such and

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indicate the nature of the comment based on the following categories, or as otherwise mutually agreed to by the Parties: plan quality, correction, design approach, preference, and clarification.

6.7.2 The STATE will transmit all CITY comments to the Design-Builder regardless of any dispute over cost responsibility, unless both Parties agree to hold the comment for further discussion between the Parties.

6.7.3 If the Parties disagree about whether a comment about a design component is in conformance with the City Standards, the STATE will still transmit the comment to the Design-Builder. The STATE will then provide an explanation in writing to the CITY why that comment is not in conformance with the City Standards. If the CITY disagrees with the STATE's position, the CITY will promptly notify the STATE. The Construction Director and Interagency Manager will elevate the issue in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.

6.8 Comment Resolution. Conformed Contract Documents will require Design-Builder to schedule comment resolution meetings with the STATE and the CITY for review of Preliminary Design Submittals and FDS, and to provide and maintain minutes of those meetings to document and resolve review comments. Comment resolutions will be incorporated in subsequent submittals, and a spreadsheet explaining action taken on each comment will be provided to the CITY.

6.9 Construction Director will provide Interagency Manager with an electronic version of RFC documents. Electronic files will: a) be provided in PDF format; and b) be retrievable through a secure FTP or file management site or submitted on portable data device as requested.

7.0 Design Approval Process for Project Activities Pertaining to CITY Facilities and CITY Interests

7.1 SDOT will issue a Street Use Permit to the STATE for the Project work governed by Seattle Municipal Code Title 15 (SMC Title 15). LOPAs issued subsequent to issuance of the Street Use Permit will add such work governed by SMC Title 15 to the scope of the Street Use Permit.

7.2 Within ten (10) Business Days after receipt of an RFC document, the CITY will determine whether an RFC Document meets the requirements of these Procedures, UTB 1505 (SPU Agreement), and UTB 1504 (SCL Agreement), and SMC Title 15. If the CITY determines that the RFC Document content complies with such requirements, the CITY will issue a LOPA documenting the CITY's approval of the RFC Document content pertaining to the CITY Facilities identified in the LOPA and incorporating the approved content into the Approved Plans, and the CITY will issue a Concurrence Letter documenting the CITY's approval of the RFC Document content pertaining to the CITY Interests identified in the Concurrence Letter and incorporating the approved content into the Approved Plans.

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7.2.1. City Facilities. If the CITY determines that the RFC Document content pertaining to CITY Facilities is noncompliant, SDOT will (1) withhold issuance of a LOPA, or (2) issue a LOPA that (a) excludes the noncompliant content and/or (b) includes conditions in compliance with the requirements of these Procedures.

7.2.1.1 SDOT will send LOPAs to the Construction Director.

7.2.1.2 LOPAs issued by SDOT for SPU and SCL infrastructure require SPU and SCL approval, respectively.

7.2.1.3 Construction for CITY Facilities will not begin until the LOPA addressing such CITY Facilities has been issued.

7.2.2. CITY Interests. If the CITY determines that the RFC Document content pertaining to CITY Interests is noncompliant, the CITY will (1) withhold issuance of a Concurrence Letter, or (2) issue a Concurrence Letter that (a) excludes the noncompliant content and/or (b) includes conditions in compliance with the requirements of these Procedures.

7.2.2.1 The CITY will send Concurrence Letters to the Construction Director.

7.2.2.2 Concurrence Letters issued by the CITY for SPU and SCL infrastructure require SPU and SCL approval, respectively.

7.2.2.3 Unless otherwise agreed to by the PARTIES in writing, construction for CITY Interests will not begin until a Concurrence Letter addressing such CITY Interests has been issued by the CITY.

7.2.2.4 If the STATE begins construction of CITY Interests prior to the CITY issuing the Concurrence Letter, or if the STATE does not comply with the conditions stated in the Concurrence Letter, the CITY will be under no obligation to accept for maintenance, operation, improvement and/or replacement of such CITY Interests until agreed to by the PARTIES in writing. Any changes to operations, maintenance or improvement/replacement responsibilities will be documented in a Letter of Understanding (LOU). The O&M Agreement (GMB 1094) will be amended to address the changes provided in the LOUs after a Letter of Interim Use and Operations or a Letter of Acceptance in accordance with these Procedures is issued.

8.0 Construction Management

8.1 The STATE will ensure CITY Facilities/Interests are constructed in accordance with Approved Plans, as may be amended pursuant to Section 8.5.

8.2 CITY Utility Agreements. The STATE has entered into the following Utility Agreements with the CITY, which address coordination on CITY Utility work within the Project area,

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and the Interagency Manager or designee will coordinate with Utility Leads under terms of those agreements:

- UTB 1505, Utility Design-Build Agreement, between the STATE and SPU
- UTB 1504, Utility Design-Build Agreement between the STATE and SCL
- UTB 1506, Utility Design-Build Agreement, between the STATE and SITD

8.3 Contractor Construction Submittals

8.3.1. Through the QMP, the STATE will develop a tracking system for the ROM to help the STATE and the CITY plan and manage staffing requirements for review of materials-related contractor submittals. The ROM will: number and list all materials used on Project; track estimated quantities required; and identify required acceptance criteria, acceptance frequency, and number of tests and/or inspection required for estimated quantities. The ROM will be updated daily, kept at the Project Office, and be accessible and available for review by the STATE and CITY staff. The STATE will provide an electronic copy of the ROM and any updates if requested by the CITY.

8.3.2. The STATE will forward electronic copies of RFIs, working drawings that require Engineer of Record review and approval, Requests for Approval of Material Sources or other construction submittals for CITY Facilities/Interests to the CITY.

8.3.3. SDOT will return review comments to the STATE within ten (10) Calendar Days from the Business Day following receipt of the Construction Submittal. The STATE will track all submittals and discuss the status of active submittal reviews with SDOT on a weekly basis.

8.3.4. SDOT will consolidate all CITY review comments on construction submittals and remove duplicate comments, prior to sending to the STATE for review and dissemination back to Design-Builder.

8.3.5 Review comments will be submitted in a manner and form as requested and approved in the QMP and mutually agreed by the STATE and the CITY. The Parties will work together to resolve conflicting comments. The Parties agree that SDOT should generally not submit comments for issues resolved in a previous submittal, but that certain factors may warrant such a comment (e.g., not compliant with contract requirements, the design has been changed, or a deviation to a CITY standard is proposed). If the Parties disagree on whether an issue was previously resolved or whether certain factors warrant the comment, the Parties will seek to resolve any disagreement on cost responsibility in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.

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8.3.6 When applicable to the comments, SDOT will include a supporting reference to the corresponding contract requirement or agreement section. When not applicable to a specific contract requirement or agreement section, SDOT will identify these comments as such and indicate the nature of the comment based on the following categories, or as otherwise mutually agreed to by the Parties: plan quality, correction, design approach, preference, and clarification.

8.3.7 The STATE will transmit all CITY comments to the Design-Builder regardless of any dispute over cost responsibility, unless both Parties agree to hold the comment for further discussion between the Parties.

8.3.8 If the Parties disagree about whether a comment about a construction element is in conformance with the CITY Standards, the STATE will still transmit the CITY's comment to the Design-Builder. The STATE will then provide an explanation in writing to the CITY why the comment about a construction element is not in conformance with the CITY Standards. If the CITY disagrees with the STATE's position, the CITY will promptly notify the STATE. The Construction Director and Interagency Manager will elevate the issue in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.

8.3.9. The CITY is responsible for providing submittal review comments within the allotted time. If additional time is needed to respond, the CITY will discuss this on a case-by-case basis and obtain the STATE's approval for time extension in advance of due date.

8.3.10. Except for Requests for Approval of Material Sources, review periods may be extended by seven (7) Calendar Days, or as otherwise agreed to by both Parties, for submittals that are received between November 15th and January 2nd, for submittals with overlapping review periods that are being reviewed by the same discipline team, or for submittals that contain over 100 pages of plans and calculations. For Requests for Approval of Material Sources, review periods may be extended by seven (7) Calendar Days, or as otherwise agreed to by both Parties, for submittals that are received between November 15th and January 2nd, or contain over 100 pages of plans and calculations.

8.3.11 Review periods may be extended by two (2) Calendar Days for submittals received between 4:00 pm Thursday and 6:00 am the following Monday.

8.4 Traffic Control Plan (TCP) Submittals

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8.4.1 The parties will follow this process for review and approval of Traffic Control Plans (TCP).

- The STATE will provide final TCP for review by SDOT.
- SDOT will review and provide comments to STATE within fourteen (14) Calendar Days from the Business Day following receipt from the STATE.
- If SDOT rejects TCP, the STATE must revise and resubmit TCP. SDOT will review revised TCP and provide comments to the STATE within fourteen (14) Calendar Days from the Business Day following receipt from the STATE.
- If SDOT approves TCP as noted, the STATE will provide RFC TCP to SDOT.
- SDOT will review the RFC TCP, and stamp “approved as noted” within fourteen (14) Calendar Days from the Business Day following receipt from the STATE.

8.4.2 Changes to hours shown on City-approved TCP that are within the allowable City of Seattle street closures in the Design-Build Contract will be considered a minor change. SDOT will review and approve or deny the request for minor change within 14 Calendar Days from the Business Day following receipt of a minor change from the STATE. The CITY will strive to identify any conflicting approved traffic control plans or permits as soon as possible after receipt of the proposed minor change.

8.4.3 The STATE may make minor revisions to CITY-approved TCP in the field, based on observations of the Traffic Control Supervisor, to accommodate Project site conditions, provided that the original intent of the TCP is maintained and that the STATE has obtained the SDOT Interagency Manager or designee’s concurrence prior to implementation of the revisions. The CITY will strive to provide same-day concurrence. Minor revisions shall be limited to adjusting the quantity and/or location of traffic control devices to correct deficiencies in areas where planned traffic control has proven ineffective. Minor revisions shall be documented in the daily traffic control diary.

8.5 Changes to Approved Plans

8.5.1. Changes to Approved Plans related to CITY Facilities/Interests, which may be proposed by the STATE or Design-Builder for clarifications, deficiencies, or unforeseen site conditions, or by the CITY per Section 4.7, will be managed in accordance with Conformed Contract Documents and as described in this Section.

8.5.2. The STATE will notify the CITY during Task Force meetings and one-on-one coordination in the field of any proposed changes to Approved Plans pursuant to the notification process set forth in Subsection 8.5.4.

8.5.3. The STATE will provide all change documentation that affects CITY Facilities/Interests to the CITY. If RFC Documents affecting CITY Facilities/Interests change after issuance of any LOPA, the CITY will undertake any

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additional review pursuant to Subsections 8.5.4 – 8.5.6 below. The STATE will endeavor to avoid such changes.

8.5.4. When changes to Approved Plans are proposed, the Construction Director will, within five (5) Calendar Days of receiving the proposed change(s), notify the Interagency Manager in writing of proposed change(s) and consult with the Interagency Manager to determine CITY review requirements. The STATE will, within five (5) Calendar Days of receiving the Design-Builder's submittals, forward electronic copies of Design-Builder's submittals to the CITY for review. CITY review requirements will be based on complexity and/or extent of proposed change. The STATE and the CITY will jointly determine whether formal review period is needed for such changes or whether Over-the-Shoulder coordination can be used to provide adequate CITY review and concurrence. The STATE will prohibit the Design-Builder from implementing any changes impacting CITY Facilities or Interests after issuance of LOPA or Concurrence Letter without CITY review and written concurrence. If the STATE decides to implement changes to CITY Interests without the CITY's written concurrence, the CITY will be under no obligation to accept for maintenance, operation, improvement, and/or replacement of such CITY Interests until agreed to by the PARTIES in writing. The STATE will prohibit the Design-Builder from implementing any changes to CITY Facilities without the CITY's prior written concurrence.

8.5.5. For cases where formal review of documents is required, the CITY will provide comments to the STATE within fourteen (14) Calendar Days from the Business Day following receipt of the documents provided to the CITY pursuant to Subsection 8.5.4, unless other timing is agreed to by the STATE and the CITY. The STATE will track all change submittals and discuss the status of active change submittal reviews with the CITY on a regular basis pursuant to Section 4.5.

8.5.6. If additional time is needed for the CITY to respond to proposed changes, the Interagency Manager will discuss this on a case-by-case basis with the Construction Director and obtain the STATE's approval for time extension in advance of due date. Any time extension must be agreed upon by both Parties.

9.0 Construction Testing and Inspection

9.1 Testing of CITY Facilities/Interests will conform to requirements of the Approved Plans, Street Use Permits, LOPAs/Concurrence Letter, and CITY Standards. The STATE will notify the CITY of, and the CITY may participate in the quality Task Force and may observe testing of materials and inspect installation of CITY Facilities/Interests. The CITY will notify the STATE in a written evaluation of any construction or materials that are deficient in that they (1) do not meet with requirements of Approved Plans; (2) are not

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constructed in accordance with CITY-issued permits or LOPAs; (3) have defects in material and workmanship; and/or (4) have defects in design(s). Within seven (7) Calendar Days of receipt of the CITY's notification, the STATE will prepare and submit a Nonconformance Issue (NCI) to the Design-Builder to address all deficiencies noted by the CITY, unless otherwise agreed to by the Parties. For all Non-conforming Work affecting CITY Facilities/Interests, the STATE will provide the CITY with the Design-Builder's Corrective Action Plan for review and comment. Non-conforming Work will be corrected to meet Approved Plans, Street Use Permits, LOPAs/Concurrence Letter, and CITY Standards. During inspections, CITY staff will not provide direction to Design-Builder.

- 9.2 The STATE and the CITY will coordinate to designate mandatory Hold Points for inspection of CITY Facilities/Interests. No work on CITY Facilities/Interests requiring CITY inspection will proceed beyond a Hold Point until the CITY inspection has been performed and the work approved by the CITY, or option to inspect has been waived by a letter or e-mail from the Interagency Manager to the Construction Director. The STATE will provide notification of the Hold Point to the CITY in accordance with the Approved Plans, Conformed Contract Documents, City Standards, Street Use Permits, LOPAs/Concurrence Letter, and in compliance with Section 5.6.

- 9.2.1 The STATE and the CITY will jointly inspect underground CITY Facilities, and the STATE will ensure that deficiencies are corrected prior to final grading and placement of overlying permanent pavement.

9.2.2 For CITY Interests requiring a CITY inspection, if the STATE decides to proceed beyond a Hold Point without CITY inspection or without an email from the CITY waiving the option to inspect (as described above), the CITY shall be under no obligation to maintain, operate and/or improve/replace such CITY Interests unless agreed to by the Parties in writing. The STATE will notify the CITY of any Hold Points as per Section 5.6. For CITY Facilities requiring CITY inspection, the STATE will not proceed beyond a Hold Point until the CITY inspection has been performed or the option to inspect has been waived.

- 9.3 Through participation in Project Task Forces and review of Project schedules, the CITY will be able to track commencement and completion dates of Project work affecting CITY Facilities/Interests, as well as anticipated inspection and testing dates, so CITY staff may perform or participate in inspections as needed. In addition, the STATE will notify the CITY, in a format as agreed to by the Parties, a minimum of seven (7) Calendar Days prior to commencement and completion of material stages and will invite the CITY to inspect such work upon completion of any material stage. Coordination may occur through Task Force participation or through joint review of upcoming scheduled activities per Section 5.4. Both Parties will participate and work to ensure appropriate participation by their staff

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as needed, in appropriate Task Forces relative to required inspections of CITY Facilities/Interests.

- 9.4 Within fourteen (14) Calendar Days after completion of inspection and/or testing by the CITY, Interagency Manager will submit a complete list of concerns to the Construction Director noting where work on CITY Facilities/Interests does not conform to requirements of Conformed Contract Documents or is inconsistent with Street Use Permits, LOPAs/Concurrence Letter and Approved Plans (as may have been amended). All deficiencies noted by the CITY will be reported through the Construction Director to Design-Builder for resolution unless otherwise agreed or when public or work safety is in question.
- 9.5 The quality Task Force will hold meetings to review test inspection results and address and rectify issues relating to inspection, substandard material quality, adjustments needed for inadequate QA and QC processes, test results demonstrating that tolerance standards are not met, disparities between QA and QV test data, future quality concerns, and any other issues raised by the STATE and the CITY regarding quality of construction of CITY Facilities/Interests. The CITY will be provided copies of certified test reports of materials or installation of CITY Facilities/Interests before completion of Hold Points and commencement of any subsequent work that renders the facilities inaccessible.
- 9.6 The STATE will address each comment or issue presented after testing and inspections are conducted in a timely manner. The STATE and the CITY agree to act expeditiously to assure timely resolution of any concerns.

10.0 Acceptance of CITY Facilities and CITY Interests

10.1 With the exception of landscape plantings that are covered in Section 10.7, the CITY's acceptance of CITY Facilities and CITY Interests will include the following general steps, detailed below:

- Joint pre-final inspection (more than one per CITY Facility/Interest if needed);
- Written notification from the CITY regarding findings of pre-final inspection(s) and resolution of any issues identified through that inspection(s);
- Joint final inspection;
- Submittal by the STATE to the CITY of As-Built Plans (based on the STATE/Design-Builder punch-list process and final construction/physical completion as determined by the STATE); and
- Letter(s) of Acceptance issued by the CITY based on findings of final inspection (for one or more CITY Facilities and CITY Interests) and receipt of As-Built Plans from the STATE.

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- 10.2 The STATE will notify the CITY in writing upon completion of construction of CITY Facilities/Interests and shall provide access to the site and necessary TCP for pre-final inspection. For CITY Facilities/Interests, the CITY will, within five (5) Calendar Days of the STATE's notice, perform pre-final inspection of those facilities. Within fourteen (14) Calendar Days after pre-final inspection, the CITY will provide the STATE with written notice either confirming that the CITY Facilities/Interests are constructed in accordance with Approved Plans, or rejecting the completed CITY Facilities/Interests. If completed CITY Facilities/Interests are rejected by the CITY, written response will identify and describe the Non-conforming Work. Before the final inspection, the STATE will address each deficiency identified by the CITY and will resolve all Non-conforming Work to comply with Street Use Permits, LOPAs and Approved Plans, or any revisions to the Approved Plans. Additional pre-final inspections and resolution work may be jointly conducted by the STATE and the CITY if needed..
- 10.3 Once the Construction Director determines that the STATE has remedied all issues raised by the CITY through the pre-final inspection process herein, the STATE will invite the CITY to participate in a joint final inspection of completed CITY Facilities/Interests. STATE will provide access to the site and necessary TCP to do the final inspection.
- 10.4 Within fourteen (14) Calendar Days after final inspection, SDOT will send a written response to the STATE, either notifying the STATE that CITY Facilities/Interests have been constructed in accordance with Street Use Permits, LOPAs and Approved Plans, or notifying the STATE of any remaining Non-conforming Work.
- 10.5 Upon (a) satisfactory completion of the Project work successfully placing CITY Facilities/Interest into operation, (b) transfer to and acceptance by the CITY of any real property or titles on or in which CITY Facilities/Interests are located, and (c) receipt of the As-Built Plans from the STATE, the CITY will deliver a Letter of Acceptance to the STATE.
- 10.6 Pre-final and final inspections and acceptance of CITY Facilities/Interests may occur in stages and an Interim Use and Operations Letter may provide partial acceptance as follows:
- 10.6.1. The CITY intends to execute one Letter of Acceptance unless both Parties agree to phase CITY Facilities/Interests acceptance by geographic or other areas or agree to select portions of the Project in which the STATE has successfully completed all Project work and satisfied the requirements of these Procedures. Roadway restoration will not be considered complete until all roadways are fully open to public vehicular and pedestrian use.
- 10.6.2. In instances where portions of CITY Facilities/Interests must be placed into the CITY's use and operation prior to execution of Letter of Acceptance, and after the CITY has determined these portions of CITY Facilities/Interests meet minimum

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inspection and testing requirements necessary for placing into use, the CITY will notify the STATE in writing by way of an Interim Use and Operations Letter that it is assuming responsibility of interim use and operation of CITY Facilities/Interests until

the terms of these Procedures are satisfied, and the CITY execute a Letter of Acceptance.

10.7 Acceptance of landscape planting is a special condition. The STATE will require the Design-Builder to prepare and execute a plant establishment plan, including successful completion of a 3-year plant establishment period. The plant establishment plan will be sent to the CITY for review and comment. This plant establishment process will likely not be complete until well after all other Project construction is complete and accepted. Final inspection and acceptance of landscape planting, by the CITY and the STATE, will occur after completion and acceptance of the plant establishment period. Generally:

10.7.1. Preliminary inspection and preliminary acceptance of landscape planting by the CITY and the STATE will occur following completion of initial planting by the Design-Builder.

10.7.2. The 3-year plant establishment period will commence immediately following preliminary acceptance of the initial planting.

10.7.3. Intermediate inspections, performed at least annually by the STATE and the CITY, will occur during the plant establishment period.

10.7.4. Final inspection and acceptance, by the CITY and the STATE, will occur following successful completion of the 3-year plant establishment period.

10.7.5. The CITY will assume maintenance responsibility following final inspection and acceptance.

11.0 As-Built Plans

11.1 As-Built Plans will be one set of Approved Plans maintained by Design-Builder as official Project plans and provisions, on which drawings and notations are marked in red to show as-constructed configuration of all infrastructure, including CITY Facilities/Interests. The STATE will be responsible for quality, condition, completion, and submittal to the CITY of these documents.

11.2 As-Built Plans will meet requirements of Conformed Contract Documents; accurately represent the as-constructed conditions in the field; and be updated continuously and available to the STATE and CITY staff.

11.3 As-Built plans shall have the same level of detail as Approved Plans and shall provide drawing accuracy necessary for the CITY and Private Utility surveyors to locate their respective utilities in accordance with State law.

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- 11.4 Construction Director and Interagency Manager will jointly review As-Built Plans monthly to evaluate whether they reflect current, accurate and comprehensive record of constructed configuration of CITY Facilities/Interests. If the CITY determines documents are not current, accurate or comprehensive, the CITY will notify the STATE to revise As-Built Plans to remedy deficiencies.
- 11.5 Prior to placing CITY Facilities/Interests into service during construction the STATE will provide the CITY with As-Built Plans showing constructed configuration of CITY Facilities/Interests being placed into service. As-Built Plans may be provided incrementally.
- 11.6 Prior to the CITY executing a Letter of Acceptance, the STATE will submit a final set of As-Built Plans in PDF to the CITY as well as:
- 11.6.1 CITY FACILITIES – The STATE will submit the final set of As-Built Plans in compliance with the city’s CAD Manual-Interdepartmental CAD Standard and Appendices, except Sections 1 (Workflow for Civil Projects), 9 (Electronic Transmittals), and 10 (Submittals). The STATE will also submit the final set of As-Built plans in their native (MicroStation) format.
- 11.6.2 CITY INTERESTS – The STATE will submit the final set of As-Built plans in MicroStation format.

12.0 Dispute Resolution

- 12.1 The Dispute resolution process set forth in this Section 12 will apply to disputes arising under or in connection with design and construction of CITY Facilities and CITY Interests, including disputes covered under these Procedures and Task Orders.
- 12.2 The Construction Director and the Interagency Manager will use their best efforts to resolve issues regarding the CITY’s comments on design and construction submittals or other construction issues that may arise. The STATE and the CITY agree to exhaust each of the procedural steps before seeking to resolve disputes in any other forum.
- 12.3 Good Faith. The CITY and the STATE value the importance of working collaboratively and shall make every good faith effort to resolve any dispute arising under or in connection with these Procedures. In the event that the Parties cannot resolve a disagreement arising under or in connection with these Procedures, the Parties shall follow the dispute resolution steps set forth below.
- 12.4 Notice. A Party's Designated Representative shall notify the other Party's Designated Representative in writing of any problem or dispute that a Party believes needs resolution. The written notice shall include (a) a description of the issue to be resolved; (b) a description of the differences between the Parties on the issue; and (c) a summary of any steps taken to resolve the issue.

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- 12.5 Meeting. Upon receipt of a written notice of request for dispute resolution, SDOT's Interagency Manager and the STATE's Construction Director shall meet within seven (7) Calendar Days or within a time period agreed upon by both Parties and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of both the Interagency Manager and the Construction Director.
- 12.6 Notice of Second Level Meeting. If the Parties have not resolved the dispute within seven (7) Calendar Days after the meeting, at any time thereafter either Party may request that the dispute be elevated to the next level by notifying the other Party's Designated Representative in writing, requesting that the dispute be raised to the Second Level Meeting as described in Subsection 12.7. The written notification shall include (a) a description of the remaining issues to be resolved; (b) a description of the differences between the Parties on the issues, (c) a summary of the steps already taken to resolve the issues, and (d) the resolution of any issues that were initially involved in the dispute.
- 12.7 Second Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within seven (7) Calendar Days or within a time period agreed upon by both Parties, between the SR 520 Program Administrator and the SDOT Interagency Programs Director, to resolve the dispute. Any resolution of the dispute requires the agreement of the Program Administrator and the Interagency Programs Director.
- 12.8 Notice of Third Level Meeting. If the Parties have not resolved the dispute within seven (7) Calendar Days after the Second Level Meeting as described in Subsection 12.7, at any time thereafter either Party may request that the dispute be elevated to the next level by notifying the other Party's Designated Representative in writing, requesting that the dispute be raised to the Third Level Meeting as described in Subsection 12.9. The written notification shall include (a) a description of the remaining issues to be resolved; (b) a description of the differences between the Parties on the issues, (c) a summary of the steps already taken to resolve the issue, and (d) the resolution of any issues that were initially involved in the dispute.
- 12.9 Third Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within seven (7) Calendar Days or within a time period agreed upon by both Parties, between the WSDOT Assistant Secretary, Office of Urban Mobility and Access & Megaprograms, and the SDOT Deputy Director, Project & Right-of-Way Coordination, to resolve the dispute.
- 12.10 Court of Law. If the Parties have not resolved the dispute within seven (7) Calendar Days after the third level meeting unless a different time period is mutually agreed, at any time thereafter either Party may seek relief under these Procedures in the King County Superior Court, Seattle, Washington. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this Section 12, or until they have agreed in writing to waive the same.

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12.11 A Party's request to utilize this Section 12 dispute resolution process is not evidence that either Party is in breach of these Procedures and does not relieve any Party from complying with its obligations under these Procedures.

12.12 Accelerated Dispute Resolution

12.12.1. The STATE's SR 520 Program Administrator or Deputy Program Administrator that has authority to make final decisions for all Project elements will meet with the CITY representative(s) who have the corresponding level of authority to make final decisions (the Interagency Manager or designee, and the applicable CITY asset owner representatives) and will attempt to make a joint final decision to resolve the dispute within seven (7) Calendar Days.

12.12.2. The resolution may include SDOT or the STATE agreeing to take cost responsibility, including

- SDOT may use Funding Pool A for SDOT Betterments and SDOT discretionary changes related to City Standards.
- The Parties will equally contribute and share cost responsibilities using Funding Pool B. The Parties may use Funding Pool B to resolve disputes per Sections 6.7 and 8.3.

12.12.3. If SDOT and the STATE cannot reach a joint final decision using the accelerated dispute resolution, then the dispute shall be handled pursuant to the dispute resolution process outlined starting at section 12.01.

13. Environmental

13.1 The STATE shall release and indemnify, protect, defend, and hold harmless the CITY and its officers, officials, employees, and agents, while acting within the scope of their employment, from all liability and costs arising out of (1) the release of Hazardous Substances caused or contributed to by the STATE or its employees, agents, or contractors within the Project limits, and (2) the removal, disposal, and/or treating of Hazardous Substances subject to limitations in Subsection 13.2. "Costs" include removal, response, and remedial action costs, investigative costs, administrative costs, fines, penalties, and attorney fees.

13.2 All costs associated with testing, handling, storing, removing, transporting, disposing, or treating Hazardous Substances that are excavated in the CITY's right-of-way or within a CITY real property interest, shall be paid by the STATE, with the exception of such costs incurred during and directly caused by Betterment Work. In addition, the STATE shall be responsible for all costs associated with Remediation of any releases that are caused or

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exacerbated by its own employees or contractors. The STATE shall be identified as the generator for these Hazardous Substances.

- 13.3 The STATE shall provide the CITY with copies of environmental close-out reports for Remediation activities on CITY right-of-way or within a CITY real property interest.
- 13.4 The STATE shall provide to the CITY all records regarding any known areas where Hazardous Substances may be located within the CITY's right-of-way or CITY real property interest, including but not limited to environmental investigation reports. In addition, the STATE shall notify and provide information to the CITY regarding any contamination encountered during construction. Reports provided by the STATE are for information only and shall not be relied upon by the CITY, and the STATE's provision of these records shall not constitute a representation or warranty as to the accuracy of the information contained in the reports.

14. Warranties and Claims

- 14.1 The STATE shall provide to the CITY copies of all guarantees and warranties for the CITY Facilities/Interests that the STATE's Design-Builder is obligated to provide to the STATE through the Design-Build Contract. The STATE will act on the CITY's behalf to enforce all guarantees and warranties for the CITY Facilities/Interests.
- 14.2 If, during the warranty period, either Party encounters a situation caused by Non-conforming Work, the Party must immediately notify the other Party. The STATE will take prompt corrective action. In the event the STATE cannot take prompt action, it will request the CITY take corrective action. If the CITY takes the corrective action, the direct and indirect costs incurred by the CITY, attributable to Non-conforming Work, shall be paid by the STATE to the CITY.
- 14.3 If, during construction, the CITY encounters an emergency situation caused by Non-conforming Work, it must immediately notify the STATE. The STATE will take immediate corrective action. Direct and indirect costs incurred by the CITY, attributable to correcting an emergency situation associated with Non-conforming Work, shall be paid by the STATE to the CITY.
- 14.4 The STATE shall warrant good and merchantable title to all materials, supplies, equipment and items installed or incorporated into the accepted CITY Facilities/Interests. The STATE shall further warrant that all CITY Facilities/Interests transferred to, and accepted by, the CITY is free from claims, liens and charges.
- 14.5 The STATE will enforce on the CITY's behalf, claims against the Design-Builder for the Design-Builder's failure to perform the work on CITY Facilities and CITY Interests in compliance with the Conformed Contract Documents, Approved Plans, Street Use Permits, and LOPAs.

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15. Limits of Liability

- 15.1 No CITY Liability for Assistance, Inspection, Review, or Approvals. The review or approval of any of the STATE's Project plans or specifications, or the inspection of the STATE's work, or any assistance provided to the STATE by the CITY is for the CITY's sole benefit and shall not constitute an opinion or representation by the CITY as to any compliance with any law, ordinance, rule, or regulation or any adequacy for other than the CITY's own purposes; and such assistance, inspection, review or approval shall not create or form the basis of any liability on the part of the CITY or any of its officials, officers, employees, or agents for any injury, damage, or other liability resulting from, or relating to, any inadequacy, error, or omission therein or any failure to comply with applicable law, ordinance, rule, or regulation; and such assistance, inspection, review, or approval shall not relieve The STATE of any of its obligations under these Procedures or under applicable law.
- 15.2. The CITY's liability under these Procedures is limited to the amount set forth in GCA 5962 Task Order AH, reimbursable SDOT services for the Portage Bay Bridge Phase construction.

16. General Indemnification

- 16.1 Each Party shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents (Indemnified Parties), from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, the other Party's performance or failure to perform any obligation under these Procedures or breach of these Procedures; the Party's or the Party's contractors', consultants', or agents' violation of any applicable law, regulation, or permit. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action is caused by the sole negligence of the Indemnified Parties. Where such claims, suits, or actions result from the concurrent negligence of the Parties or their agents, employees, consultants, contractors, or vendors of any tier, the indemnity and defense obligations provided herein shall be valid and enforceable only to the extent of the negligence of the Parties or their agents, employees, consultants, contractors, or vendors of any tier.
- 16.2 Solely with respect to claims for indemnification herein, both Parties waive, as to each other only, and expressly not for the benefit of their employees or third parties, their immunity under Title 51 RCW, the Industrial Insurance Act, and acknowledge that this waiver has been mutually negotiated by the Parties. Both Parties agree that their respective indemnity obligations extend to any claim, demand, or cause of action brought by, or on behalf of, any of their respective employees or agents.
- 16.3 These obligations provided in this section shall survive the termination of these Procedures, whether or not any claim giving rise to such liability shall have accrued.

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17 Insurance and Bonds

- 17.1 The STATE shall require in writing that the STATE's contractors, and each of their sub-contractors of any tier where not covered by contractor provided insurance, include "The CITY of Seattle" as an additional insured for primary and non-contributory limits of liability for Commercial General Liability, Commercial Automobile Liability and (if required) Contractor's Pollution Liability as established in the Conformed Contract Documents, including Products and Completed Operations coverage following the completion of each Project stage.
- 17.2 The STATE's standard insurance specification is included in Section 1-07.18 of the Design Build Contract and may be amended for coverages, and minimum limits of liability and/or terms and conditions as mutually established by the Parties.
- 17.3 The STATE's contractors and subcontractors of any tier shall cause certification of insurance meeting the requirements herein to be issued to "The CITY of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669." Such certification shall not be mailed but shall be delivered electronically to fax number (206) 470-1279 or as an e-mail attachment in PDF format to riskmanagement@seattle.gov.
- 17.4 The STATE shall require its Design Builder to provide performance bonds to the STATE and to maintain those bonds at all times pertinent to the respective contractor's obligations under its contracts. The penal sums of those bonds shall be commercially reasonable and consistent with the limits set for similar projects. Such bonds shall be executed by an approved Surety that is registered with the Washington State Insurance Commissioner, and that appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner, and that shall be conditioned upon the faithful performance of the contract by the contractor. The STATE shall ensure faithful completion of the Project by use of The STATE's contractor bonds or other means.

September 12, 2022

MEMORANDUM

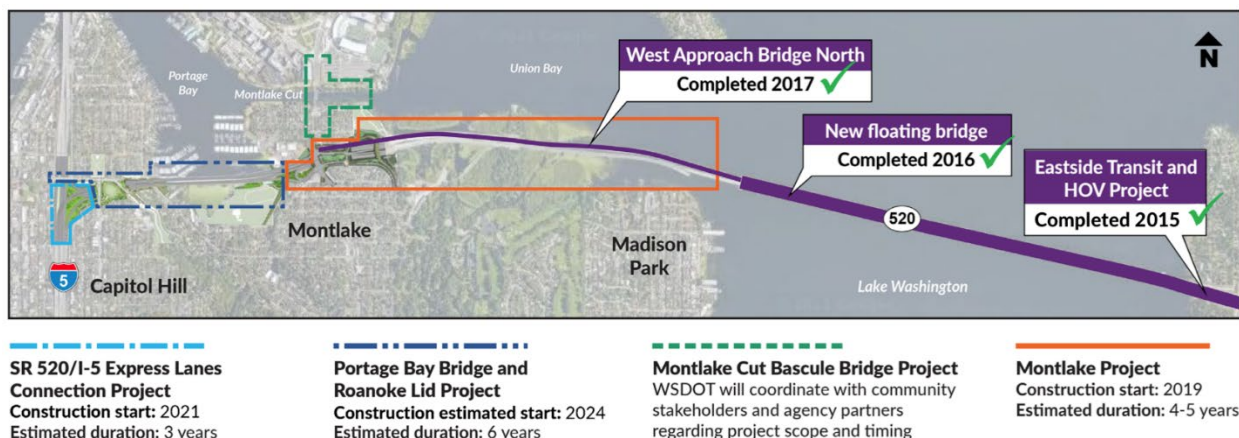
To: Transportation and Seattle Public Utilities Committee
From: Calvin Chow, Analyst
Subject: Council Bill 120416 – SR 520 Portage Bay Bridge Maintenance Agreement

On September 20, 2022, the Transportation and Seattle Public Utilities Committee will discuss and possibly vote on [Council Bill \(CB\) 120416](#). This legislation would authorize the Executive to execute an amendment to a maintenance agreement with the Washington State Department of Transportation (WSDOT) for the Portage Bay Bridge and Roanoke Lid Project.

Background

The Portage Bay Bridge and Roanoke Lid Project is an element of WSDOT's [SR 520 Replacement Program](#), which began construction in 2011. The program is broken into several project phases, and the Lake Washington and Eastside project phases are complete. However, there are four remaining projects that are wholly located within the Seattle city limits. These four Seattle-based projects are shown below.

Map of SR 520 Replacement Projects in Seattle



Source: WSDOT SR-520 Replacement Program

The **Portage Bay Bridge and Roanoke Lid Project** (outlined in dark blue) is currently in design and pre-procurement; and is scheduled for construction beginning in 2024. This project has four main elements:

- Replacement of the existing Portage Bay Bridge
- Extension of the Regional Shared Use Path from Montlake to Capitol Hill
- Construction of a landscaped freeway lid from 10th Avenue E to Delmar Drive E
- A landscaped, bicycle and pedestrian shared use crossing over I-5

The **Montlake Project** (outlined in orange) is currently under construction. This project involves construction of a landscaped freeway lid from Montlake Boulevard E to 24th Avenue E, reconfigured freeway interchange and access points, and a new eastbound approach bridge to connect to the floating bridge.

The **SR 520/I-5 Express Lanes Connection Project** (outlined in light blue) is currently under construction and will create a new dedicated, reversible transit/HOV connection between SR 520 and the I-5/Mercer Street interchange.

The **Montlake Cut Bascule Bridge Project** (outlined in green) is paused and is currently unfunded.¹ WSDOT's project scope involves construction of a second bascule bridge across the Montlake Cut.

WSDOT developed the scope of these SR 520 replacement projects with City of Seattle and community stakeholder engagement through the Seattle Community Design Process (2011-2012) and the West Side Design Refinements (2014-2015) as directed by the Washington State Legislature. Council adopted [Resolution 31427](#) and [Resolution 31611](#), formalizing the City's recommendations for SR 520 replacement. WSDOT has continued to engage the community and the Seattle Design Commission on subsequent design refinements as each of the individual projects has moved forward.

These WSDOT projects include many improvements to existing City infrastructure such as pedestrian/bicycle paths, sidewalks, retaining walls, landscaping, lighting, and drainage conveyance systems; these assets will need to be maintained by the appropriate City departments. In 2019, Council passed [Ordinance 125754](#), authorizing execution of General Maintenance Agreement GMB-1094 to establish maintenance responsibilities for the Montlake Project between WSDOT and the City of Seattle. The proposed legislation would authorize an amendment to this agreement to cover the Portage Bay Bridge and Roanoke Lid Project.

Proposed Legislation

The proposed legislation would authorize execution of Amendment 1 to General Maintenance Agreement GMB-1094. This Amendment 1 would define maintenance responsibilities for the Seattle Department of Transportation (SDOT), Seattle Parks and Recreation (SPR), Seattle City Light (SCL), Seattle Public Utilities (SPU), and WSDOT for the Portage Bay Bridge and Roanoke Lid Project. Amendment 1 is included as [Attachment 1](#) to the legislation and includes detailed maps identifying the specific maintenance responsibilities for each element of the project.

¹ The 2022 State transportation funding package (Move Ahead Washington) did not include funding for the Montlake Cut Bascule Bridge Project. Council passed Resolution [31411](#) in 2012 and Resolution [31611](#) in 2015, which opposed construction of a second bascule bridge and recommended redirecting funding to pedestrian, bicycle, and transit improvements in the corridor.

While WSDOT will provide new infrastructure assets to the City as part of the Portage Bay Bridge and Roanoke Lid Project, the Executive has estimated increased annual operating and maintenance costs of \$56,000 for SDOT and \$100,000 for SPU once these assets are turned over to the City. The Executive has not estimated increased operating costs for SPR or SCL. Any necessary budget appropriations would be included in future budget proposals. The proposed Amendment 1 also allows for WSDOT to pay SPR for basic landscaping services in WSDOT right-of-way at an annual rate of \$10,500 per acre.

WSDOT intends to use a design-build procurement for the Portage Bay Bridge and Roanoke Lid Project. The proposed Amendment 1 provides that any substantial changes occurring during final design and construction will be documented with City concurrence and formalized through a future amendment.

Central Staff have identified no concerns with this legislation. Please feel free to contact me if you have any questions or would like more information on the SR 520 Replacement Program.

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



SR 520 Portage Bay Bridge and Roanoke Lid Project Update

Seattle City Council Transportation and Utilities Committee

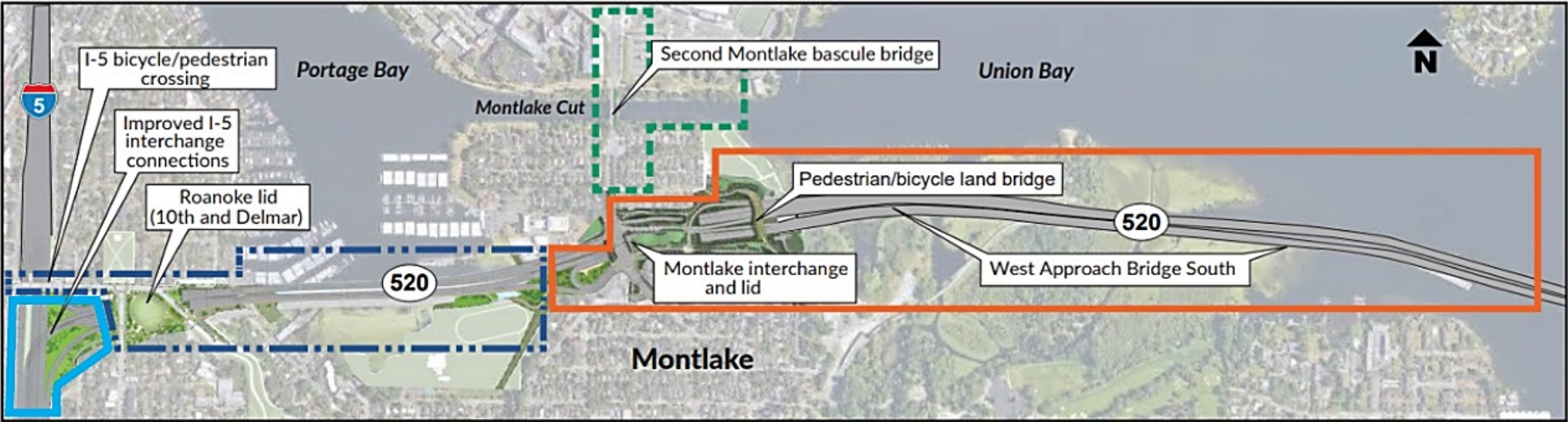
September 20, 2022

Omar Jepperson, P.E., DBIA
Program Administrator,
SR 520 Program & AWW Program

Dawn Yankauskas, P.E.
Deputy Program Administrator,
SR 520 Program & AWW Program

Ganth Lingam, P.E., PMP
Interim Director, Interagency Programs
Seattle Department of Transportation

SR 520: rest of the west project overview



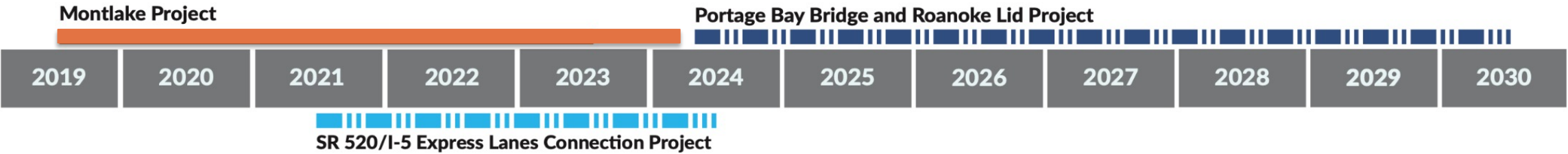
SR 520/I-5 Express Lanes Connection Project
Construction started: 2021
Estimated duration: 3 years

Portage Bay Bridge and Roanoke Lid Project
Construction estimated start: 2024
Estimated duration: 6 years

Montlake Cut Bascule Bridge Project
WSDOT will coordinate with community stakeholders and agency partners regarding project scope and timing

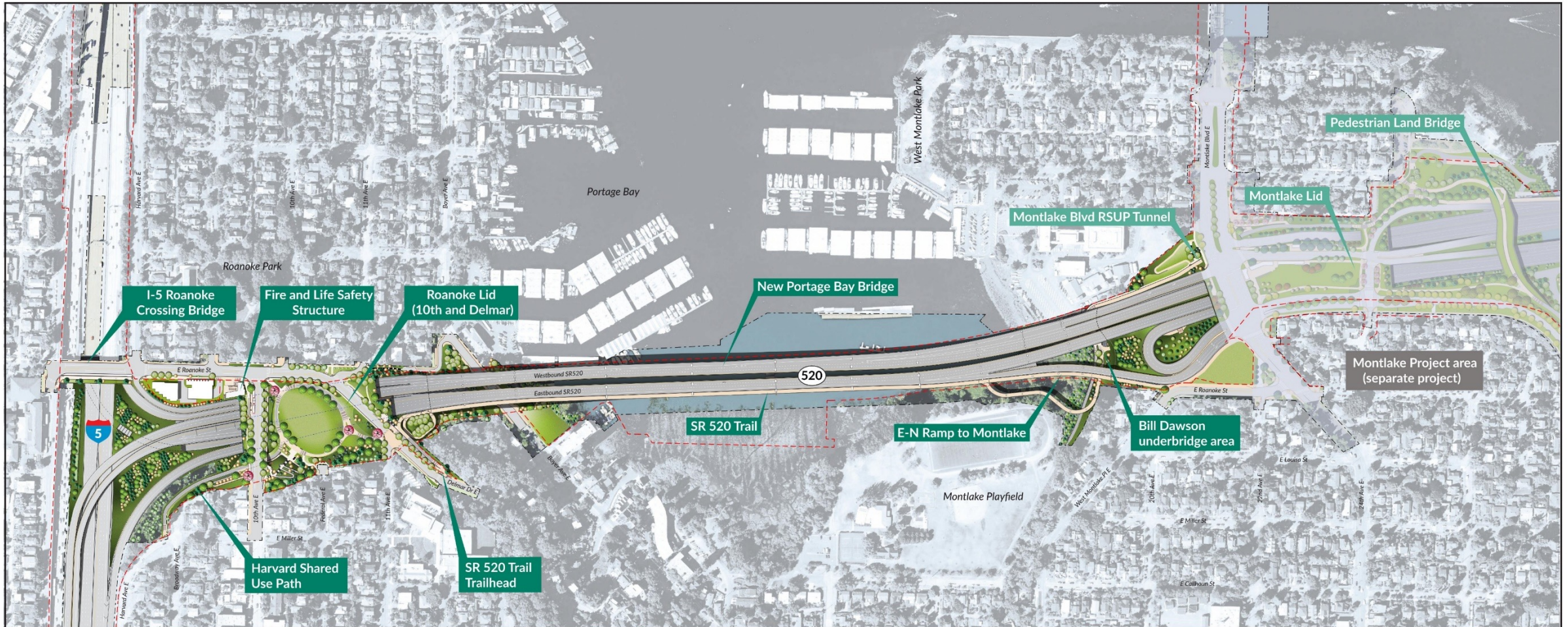
Montlake Project
Construction started: 2019
Estimated duration: 4-5 years

SR 520 construction timeline



Portage Bay Bridge & Roanoke Lid Project

Major project elements



Note: concepts and materials shown are draft ideas for discussion purposes only, and are subject to change.

Portage Bay Bridge & Roanoke Lid Project: Design coordination



Rendering of future SR 520 bridge stretching across Portage Bay



Rendering of future Roanoke Lid, looking southeast

Key elements of project O&M agreements

- Builds on Revised Code of Washington, Association of Washington Cities guidelines and prior maintenance agreements
- Outlines the maintenance, operation, improvement/replacement roles and responsibilities post-construction for:
 - Roadways
 - Montlake lid and Roanoke lid areas
 - Trails
 - Landscaping
- Signatories include WSDOT, SDOT, Parks, SCL, and SPU



Seattle
Department of
Transportation



Seattle
Parks & Recreation



Seattle
City Light



Seattle
Public
Utilities

Questions?



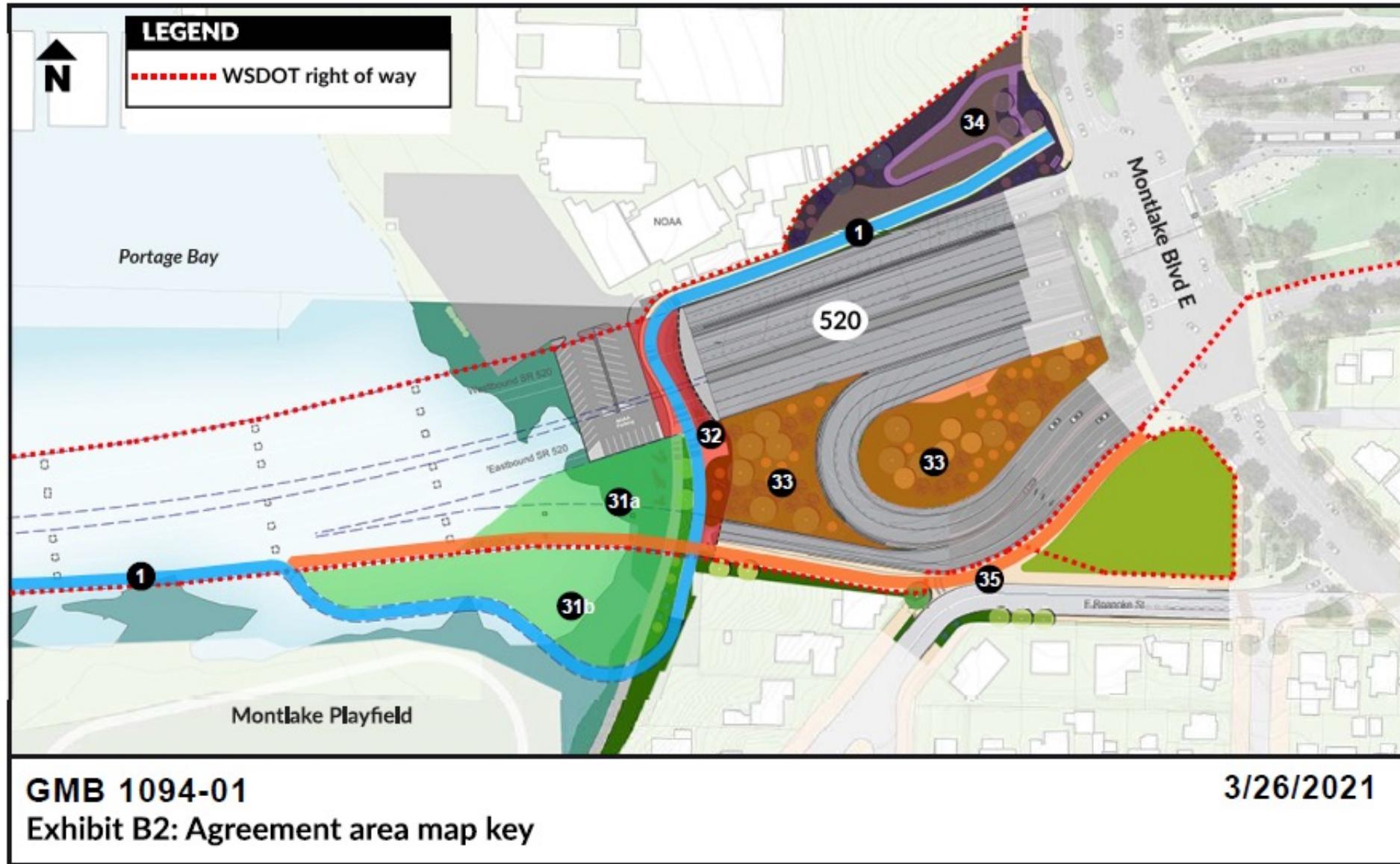
Conceptual rendering of outlook at Federal Ave, looking north

Additional slides

Roanoke Lid and O&M area map



East end of Portage Bay Bridge O&M area map





Legislation Text

File #: CB 120410, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; revising rates and charges for solid waste services; revising credits to low-income customers for solid waste services; and amending Sections 21.40.050, 21.40.060, 21.40.070, 21.40.080, 21.40.085, and 21.76.040 of the Seattle Municipal Code.

WHEREAS, Ordinance 125985 adopted solid waste rates for 2020, 2021, and 2022; and

WHEREAS, Resolution 30695 established financial policy targets for the Solid Waste Fund; and

WHEREAS, Resolution 31516 amended Resolution 30695 to strengthen the Solid Waste Fund's financial policies by adding an additional debt service coverage policy; and

WHEREAS, Ordinance 125050 amended and updated certain provisions of the Utility Discount Program, which will provide discounted solid waste rates or credits to more eligible low-income customers; and

WHEREAS, Resolution 32000 adopted a six-year Strategic Business Plan for Seattle Public Utilities, which guides utility investments, service levels, and rate paths through 2026; and

WHEREAS, the Strategic Business Plan included increases in the capital and operating requirements of the Solid Waste Fund, with a resulting increase in revenue requirements; and

WHEREAS, credits for qualified low-income customers should be revised when solid waste rates change;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 21.40.050 of the Seattle Municipal Code, last amended by Ordinance 125985, is amended as follows:

21.40.050 Residential can rates and charges

A. Charges for residential can garbage and rubbish collection and disposal service shall be in accordance with the following schedules:

1. All residences with curbside/alley garbage container pickup: a charge per month or portion thereof, for once-a-week service for each service unit subscribed to, billed directly to the owner, homeowner association, or occupant thereof as follows:

Service Units	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
Micro-can (10-12 gallon)	\$24.25	\$25.00	\$25.70	\$26.45
Mini-can (18-20 gallon)	\$29.70	\$30.60	\$31.50	\$32.40
32 gallon can	\$38.65	\$39.80	\$40.95	\$42.15
60 to 65 gallon cart	\$77.25	\$79.55	\$81.85	\$84.20
90 to 96 gallon cart	\$115.90	\$119.40	\$122.85	\$126.40))

Service Units	Effective through March 31, 2023	Effective April 1, 2023	Effective April 1, 2024	Effective April 1, 2025
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
Micro-can (10-12 gallon)	\$26.45	\$26.85	\$27.55	\$28.25
Mini-can (18-20 gallon)	\$32.40	\$32.90	\$33.75	\$34.65
32 gallon can	\$42.15	\$42.80	\$43.90	\$45.05
60 to 65 gallon cart	\$84.20	\$85.45	\$87.65	\$89.95
90 to 96 gallon cart	\$126.40	\$128.30	\$131.65	\$135.05

2. All residences with backyard garbage container pickup: a charge per month or portion thereof, for once-a-week service for each service unit subscribed to, billed directly to the owner, homeowner association, or occupant as follows:

Service Units	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
32 gallon can	\$54.00	\$55.60	\$57.20	\$58.85

60 to 65 gallon cart	\$108.20	\$111.45	\$114.70	\$118.00
90 to 96 gallon cart	\$162.25	\$167.15	\$172.00	\$177.00))

<u>Service Units</u>	<u>Effective through</u> <u>March 31, 2023</u>	<u>Effective</u> <u>April 1, 2023</u>	<u>Effective</u> <u>April 1, 2024</u>	<u>Effective</u> <u>April 1, 2025</u>
	<u>Rates per Service</u> <u>Unit</u>	<u>Rates per</u> <u>Service Unit</u>	<u>Rates per</u> <u>Service Unit</u>	<u>Rates per</u> <u>Service Unit</u>
32 gallon can	\$58.85	\$59.75	\$61.30	\$62.90
60 to 65 gallon cart	\$118.00	\$119.75	\$122.85	\$126.05
90 to 96 gallon cart	\$177.00	\$179.65	\$184.35	\$189.10

3. Multiunit residential consolidated curbside/alley garbage collection service. Multiunit residences with a single combined utility account may consolidate garbage into fewer service units than the number of dwelling units on the premises. Upon request, multiunit residences with multiple combined utility accounts, such as townhouse complexes, may consolidate garbage service if such premises share a single water irrigation meter for which a homeowner's association is financially responsible and agrees to be financially responsible for the combined utility account, or as determined by the General Manager/CEO. In the event of consolidation, the total consolidated service volume divided by the number of dwelling units must be at least equal to the minimum equivalent service volume per unit, as determined by the General Manager/CEO.

4. Minimum charge, no pickup service. A charge per month or portion thereof of \$6.85 shall be billed directly to the owner, homeowner association, or occupant of any residence not subscribing to pickup service to cover landfill closure costs, billing, collection, Low Income Rate Assistance, and hazardous waste costs. To be eligible for the minimum charge (zero container rate), a customer may not generate any garbage or rubbish for collection or disposal. With occupied premises, the customer must demonstrate a consistent and effective practice of selective purchasing to minimize refuse, of recycling materials whenever practical, and of composting any yard waste generated on the premises, and the customer must have qualified for the rate on or before December 31, 1988. A customer is not eligible for the zero-container rate by hauling the customer's garbage and rubbish to a transfer station or disposal site, or by disposal in another customer's containers or by

the use of prepaid stickers. Vacant dwelling units in multiunit residences where each dwelling unit receives a separate combined utility bill qualify for the minimum charge where the conditions of this subsection 21.40.050.A.4 are met. Vacant dwelling units in multiunit residences with a single combined utility account do not qualify for the minimum charge.

5. Extra bundles. A customer may place an extra bundle with its container for regular pickup. The charge will be billed directly to the owner or occupant, unless a prepaid sticker is used. A prepaid sticker authorizes pickup of the bundle when placed with the customer's container. The sticker must be affixed to the bundle in order for the bundle to be picked up by the collector, and the customer not to be billed. The following charges will apply to each extra bundle:

~~((Effective through March 31, 2020: \$12.00 per bundle~~

~~Effective April 1, 2020: \$12.35 per bundle~~

~~Effective April 1, 2021: \$12.70 per bundle~~

~~Effective April 1, 2022: \$13.05 per bundle))~~

Effective through March 31, 2023: \$13.05 per bundle

Effective April 1, 2023: \$13.25 per bundle

Effective April 1, 2024: \$13.60 per bundle

Effective April 1, 2025: \$13.95 per bundle

6. Bulky and white goods pickup. Charges for the pickup of bulky and white goods, as well as additional charges for items containing hazardous waste such as chlorofluorocarbons (CFCs), shall be billed as follows:

	Effective March 30, 2009
Bulky/White Goods Pickup (per item)	\$30.00
Hazardous Waste Charge (per item)	\$8.00

7. Curbside electronics recycling pickup. Curbside electronics pickup service will be available by customer

request to all residential can accounts. Each pickup of up to three electronic products set out at the curb shall be billed at \$20. Each pickup of compact fluorescent lightbulbs (CFLs) or household batteries shall be billed at \$5. The General Manager/CEO may establish additional conditions for electronic products eligible for pickup.

8. Curbside/alley compostable waste. A collection charge for weekly service will be billed monthly directly to the owner, homeowner association, or occupant, according to the following schedule:

Service Units	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
Mini can (10 to 20 gallon)	\$6.40	\$6.60	\$6.80	\$7.00
32 gallon can	\$9.60	\$9.90	\$10.20	\$10.50
90-96 gallon cart	\$12.30	\$12.65	\$13.00	\$13.40
Extra bundle	\$6.15	\$6.35	\$6.55	\$6.75))

<u>Service Units</u>	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
	<u>Rates per Service Unit</u>	<u>Rates per Service Unit</u>	<u>Rates per Service Unit</u>	<u>Rates per Service Unit</u>
Mini can (10 to 20 gallon)	\$7.00	\$7.10	\$7.30	\$7.50
32 gallon can	\$10.50	\$10.65	\$10.95	\$11.25
90-96 gallon cart	\$13.40	\$13.60	\$13.95	\$14.30
Extra bundle	\$6.75	\$6.85	\$7.05	\$7.25

9. Mandatory curbside/alley compostable waste service and exemptions. Curbside/alley compostable waste service shall be mandatory for all residential solid waste can accounts, except customers who qualify for a home composting exemption or customers with no garbage pickup service, per the provisions of subsection 21.40.050.A.4. To qualify for the home composting exemption, customers must actively compost all vegetative food waste on-site, agree to comply with public and environmental health guidelines and allow Seattle Public Utilities representatives to evaluate their composting methods.

10. New/changed account: a charge of \$10 for the establishment of a new account or for each change in an existing account. This charge shall apply when the owner or property manager of any single-

family residence or multifamily structure (duplex, triplex, fourplex, or structure with five or more units) establishes a new account or requests any change in his/her account requiring a change in account number or customer number. The new/changed account charge is not applicable to customers qualified for Low Income Rate Assistance.

11. Physical disability exemption. An exemption will be provided to qualified residents to allow for backyard collection at curbside rates when the resident is physically unable to take garbage and rubbish containers to the curb. Qualifying criteria shall include, but are not limited to, the resident's physical condition, qualification for backyard service in other City programs, a physician's recommendation, the presence of other physically capable persons in the household, special topography, and other unique property conditions, taking into account the contractors' ability to provide different combinations of container sizes to make curbside pickup feasible.

B. All residential customers requesting and receiving nondetachable container (can) special, nonroutine collection service for garbage, yard waste, or recyclable materials. The following charges shall apply to special collections of all nondetachable containers (cans), bundles, or bundles of yard waste:

Service Units	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
First unit	\$47.37	\$48.80	\$50.20	\$51.65
Each additional unit	\$5.10	\$5.25	\$5.40	\$5.55))

<u>Service Units</u>	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
	<u>Rates per Service Unit</u>	<u>Rates per Service Unit</u>	<u>Rates per Service Unit</u>	<u>Rates per Service Unit</u>
First unit	\$51.65	\$52.45	\$53.80	\$55.20
Each additional unit	\$5.55	\$5.65	\$5.80	\$5.95

C. Ancillary and elective (A&E) service charges. The following charges shall apply to residential can customers

receiving any of the A&E services listed in the table below.

Service Units	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
Deliveries/Pickups/Swap-outs of Cans or Toters	\$29.65	\$30.55	\$31.45	\$32.35
Can or Cart Pressure Washing	\$11.85	\$12.20	\$12.55	\$12.90))

Service Units	Effective through March 31, 2023	Effective April 1, 2023	Effective April 1, 2024	Effective April 1, 2025
	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit	Rates per Service Unit
Deliveries/Pickups/Swap-outs of Cans or Toters	\$32.35	\$32.85	\$33.70	\$34.60
Can or Cart Pressure Washing	\$12.90	\$13.10	\$13.45	\$13.80

D. The charges imposed by subsections 21.40.050.A.1 through 21.40.050.A.4, inclusive, shall not apply to residences which elect to use detachable containers supplied either by the City's contractor or by the customer for the storage of garbage and rubbish. Application for detachable container service for a minimum period of six months shall be made to the General Manager/CEO of Seattle Public Utilities on forms supplied by the General Manager/CEO, and collection of garbage and rubbish from such premises shall be made at such frequency as is necessary as determined by the General Manager/CEO of Seattle Public Utilities, but in no event less than once each week. The monthly charges for detachable container service for the container and frequency selected shall be in accordance with the rates set forth in Section 21.40.060.

E. The General Manager/CEO of Seattle Public Utilities may adjust the service level to a single-family residence to match the garbage and rubbish actually collected from the premises, or, for multifamily structures, to match the amount of garbage and rubbish reasonably anticipated from the dwelling units on the premises, and the customer will be responsible for the appropriate charges for the adjusted service level in accordance with this Section 21.40.050.

Section 2. Section 21.40.060 of the Seattle Municipal Code, last amended by Ordinance 125985, is amended as follows:

21.40.060 Residential detachable container rates and charges

A. Account charges. A monthly fixed fee will be charged to each residential detachable container solid waste account, according to the following schedule:

~~((Effective through March 31, 2020: \$42.50~~

~~Effective April 1, 2020: \$43.80~~

~~Effective April 1, 2021: \$45.05~~

~~Effective April 1, 2022: \$46.35))~~

Effective through March 31, 2023: \$46.35

Effective April 1, 2023: \$47.05

Effective April 1, 2024: \$48.25

Effective April 1, 2025: \$49.50

B. Uncompacted container rates. There is imposed upon residential premises that use detachable containers without mechanical compactors a monthly charge for garbage and rubbish collection and disposal service in accordance with the following formula:

$(A * m) + ((B * cy) * m)$, where:

A = Trip rate

B = Volume rate

m = number of trips per month

cy = number of cubic yards picked up at each collection

The following trip and volume rates will apply:

	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Trip Rate	\$31.80	\$32.75	\$33.70	\$34.70

Volume Rate	\$24.50	\$25.25	\$26.00	\$26.75))
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	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
<u>Trip Rate</u>	<u>\$34.70</u>	<u>\$35.20</u>	<u>\$36.10</u>	<u>\$37.05</u>
<u>Volume Rate</u>	<u>\$26.75</u>	<u>\$27.15</u>	<u>\$27.85</u>	<u>\$28.55</u>

C. Compacted container rates. There is imposed upon residential premises that use detachable containers with compactors a monthly charge for garbage and rubbish collection and disposal service in accordance with the following formula:

$(A * m) + ((B * cy) * m)$, where:

A = Trip rate

B = Volume rate

m = number of trips per month

cy = number of cubic yards picked up at each collection

The following trip and volume rates will apply:

	<u>Effective through March 31, 2020</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
<u>Trip Rate</u>	<u>\$31.80</u>	<u>\$32.75</u>	<u>\$33.70</u>	<u>\$34.70</u>
<u>Volume Rate</u>	<u>\$49.75</u>	<u>\$51.25</u>	<u>\$52.75</u>	<u>\$54.30))</u>

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
<u>Trip Rate</u>	<u>\$34.70</u>	<u>\$35.20</u>	<u>\$36.10</u>	<u>\$37.05</u>
<u>Volume Rate</u>	<u>\$54.30</u>	<u>\$55.10</u>	<u>\$56.55</u>	<u>\$58.00</u>

D. Pre-paid bag service. Customers located in specific areas designated by Seattle Public Utilities, and who permanently store garbage containers in the right-of-way, will be required to subscribe to pre-paid bag service, in lieu of detachable container service, for garbage and rubbish collection and disposal, subject to the following charges:

	<u>((Effective through March 31, 2020</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
15 gallon bag	\$5.10	\$5.25	\$5.40	\$5.55
30 gallon bag	\$7.30	\$7.50	\$7.70	\$7.90))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
15 gallon bag	\$5.55	\$5.65	\$5.80	\$5.95
30 gallon bag	\$7.90	\$8.00	\$8.20	\$8.40

Compostable waste bag rates for pre-paid bag service shall be 32 percent less than the corresponding rates above for garbage service. Recycling bags shall be provided free of charge. Yard waste shall not be mixed with garbage, refuse, or rubbish for disposal.

Bags set out for collection that are not pre-paid shall be charged at the rate for extra bundles, per subsection 21.40.060.H.

E. Mixed-use building. The General Manager/CEO of Seattle Public Utilities will determine the appropriate residential collection service level for a mixed-use building according to the estimated amount of residential garbage or refuse generated and to be collected by the City.

F. Charges for lockable containers. Customers using detachable containers (compacted or noncompacted) may have a lock installed by the collection contractors, subject to the following charges. Only customers who own their own containers may install their own locks.

	<u>((Effective through March 31, 2020</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
Lock installation	\$117.05	\$120.55	\$124.05	\$127.65
Extra key	\$8.40	\$8.65	\$8.90	\$9.15
Extra padlock	\$16.75	\$17.25	\$17.75	\$18.25))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
Lock installation	\$127.65	\$36.00	\$36.95	\$37.90
Extra key	\$9.15	\$8.00	\$8.20	\$8.40
Extra padlock	\$18.25	\$18.00	\$18.45	\$18.95

G. All residential customers receiving detachable container special, nonroutine collection service for garbage, compostable waste, or recycling materials. The following charges shall apply to special collections of all detachable containers or bundles of garbage, compostable waste, or recycling materials. These charges shall be in addition to any charges applicable to regular solid waste collection and disposal service.

Special collections will be charged at 130 percent of the rate for a single pickup of the same size detachable container, per subsections 21.40.060.B and 21.40.060.C.

H. Extra bundles of garbage. A customer may place extra bundles of garbage with the customer's container for regular pickup, according to the following schedule:

~~((Effective through March 31, 2020: \$12.00~~

~~Effective April 1, 2020: \$12.35~~

~~Effective April 1, 2021: \$12.70~~

~~Effective April 1, 2022: \$13.05))~~

Effective through March 31, 2023: \$13.05

Effective April 1, 2023: \$13.25

Effective April 1, 2024: \$13.60

Effective April 1, 2025: \$13.95

The charge will be billed directly to the owner or occupant.

I. Bulky and white goods pickup. Charges for the pickup of bulky and white goods, as well as additional charges for items containing hazardous waste such as chlorofluorocarbons (CFCs), shall be billed as follows:

	Effective March 30, 2009
Bulky/White Goods Pickup (per item)	\$30.00
Hazardous Waste Charge (per item)	\$8.00

J. Curbside electronics recycling pickup. Curbside electronics pickup service will be available by customer request to residential detachable container accounts, with approval by the applicable solid waste account owner

or designee. Each pickup of up to three electronic products set out at the curb shall be billed at \$20. Each pickup of compact fluorescent lightbulbs (CFLs) or household batteries shall be billed at \$5. The General Manager/CEO may establish additional conditions for electronic products eligible for pickup.

K. Residential detachable container customers who are not required to subscribe to pre-paid bag garbage service have the option to subscribe to either residential can curbside/alley compostable waste collection service per the terms of subsection 21.40.050.A.8 or commercial compostable waste collection service per the terms of Section 21.40.070. Customers who are required to subscribe to pre-paid bag garbage service have the option to subscribe to either one or more residential can curbside/alley compostable waste collection services per the terms of subsection 21.40.050.A.8 or pre-paid bag compostable waste collection service per the terms of subsection 21.40.060.D. Detachable container customers are not subject to the provisions of subsection 21.40.050.A.9, which requires mandatory curbside/alley compostable waste service as of March 30, 2009. It shall be mandatory for all residential detachable container customer accounts to subscribe to one of the compostable waste services described in this subsection 21.40.060.K, except in the following circumstances:

1. Existing structures: Existing residential structures that do not have adequate storage space for compostable waste may be exempt from all or portions of this subsection 21.40.060.K if so determined by the General Manager/CEO of Seattle Public Utilities. The General Manager/CEO of Seattle Public Utilities, in cases where space constraints are determined to exist, shall also evaluate the feasibility of shared compostable waste containers by contiguous businesses or multifamily structures.

2. New or expanded structures: New residential structures that have demonstrated difficulty in meeting the solid waste and recyclable materials storage space specifications required under Section 23.54.040 may be exempt from all or portions of this Chapter 21.40 as determined by the General Manager/CEO of Seattle Public Utilities.

L. Ancillary and elective (A&E) service charges. The following charges shall apply to residential

detachable container customers receiving any of the A&E Services listed in the table below.

((Type of Service	Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Deliveries/Pickups/Swap-outs:				
Can/Toter	\$29.65	\$30.55	\$31.45	\$32.35
Detachable Container	\$35.65	\$36.70	\$37.75	\$38.85
Drop Box (2-8 CY)	\$47.40	\$48.80	\$50.20	\$51.65
Drop Box (10-40 CY)	\$74.20	\$76.45	\$78.65	\$80.95
Pickup Ancillary Services:				
Can/Cart Roll Out (>100 ft or up/down stairs)	\$3.00	\$3.10	\$3.20	\$3.30
Roll Out, Container (<3 CY)	\$8.80	\$9.05	\$9.30	\$9.55
Reposition, Container (>2 CY)	\$8.80	\$9.05	\$9.30	\$9.55
Entering Secured Buildings	\$5.90	\$6.10	\$6.30	\$6.50
Container Special Services:				
Detachable Container Washing and Steam Cleaning, per Container	\$44.50	\$45.85	\$47.20	\$48.55
Drop Box Washing and Steam Cleaning, per Drop Box	\$59.30	\$61.10	\$62.85	\$64.65
Can/Cart Pressure Washing	\$11.85	\$12.20	\$12.55	\$12.90
Compactor/Drop Box Special Services:				
Compactor Disconnect/Reconnect Cycle	\$50.40	\$51.90	\$53.40	\$54.95
Dry Run	\$103.80	\$106.90	\$110.00	\$113.20
Other Ancillary Services:				
Hourly Paid Special, Truck and Driver	\$266.95	\$274.95	\$282.90	\$291.10
Hourly Paid Special, Swamper	\$88.85	\$91.50	\$94.15	\$96.90))

Type of Service	Effective through March 31, 2023	Effective April 1, 2023	Effective April 1, 2024	Effective April 1, 2025
Deliveries/Pickups/Swap-outs:				
Can/Toter	\$32.35	\$32.85	\$33.70	\$34.60
Detachable Container	\$38.85	\$39.45	\$40.50	\$41.55
Drop Box (2-8 CY)	\$51.65	\$52.40	\$53.75	\$55.15
Drop Box (10-40 CY)	\$80.95	\$82.15	\$84.30	\$86.50
Pickup Ancillary Services:				

Can/Cart Roll Out (>50 ft or up/down stairs)	<u>\$3.30</u>	<u>\$3.35</u>	<u>\$3.45</u>	<u>\$3.55</u>
Roll Out, Container (<3 CY)	<u>\$9.55</u>	<u>\$9.70</u>	<u>\$9.95</u>	<u>\$10.20</u>
Reposition, Container (>2 CY)	<u>\$9.55</u>	<u>\$9.70</u>	<u>\$9.95</u>	<u>\$10.20</u>
Entering Secured Buildings	<u>\$6.50</u>	<u>\$6.60</u>	<u>\$6.75</u>	<u>\$6.95</u>
Container Special Services:				
Detachable Container Washing and Steam Cleaning, per Container	<u>\$48.55</u>	<u>\$49.30</u>	<u>\$50.60</u>	<u>\$51.90</u>
Drop Box Washing and Steam Cleaning, per Drop Box	<u>\$64.65</u>	<u>\$65.60</u>	<u>\$67.30</u>	<u>\$69.05</u>
Can/Cart Pressure Washing	<u>\$12.90</u>	<u>\$13.10</u>	<u>\$13.45</u>	<u>\$13.80</u>
Compactor/Drop Box Special Services:				
Compactor Disconnect/Reconnect Cycle	<u>\$54.95</u>	<u>\$55.75</u>	<u>\$57.20</u>	<u>\$58.70</u>
Dry Run	<u>\$113.20</u>	<u>\$114.90</u>	<u>\$117.90</u>	<u>\$120.95</u>
Other Ancillary Services:				
Hourly Paid Special, Truck and Driver	<u>\$291.10</u>	<u>\$295.45</u>	<u>\$303.15</u>	<u>\$311.05</u>
Hourly Paid Special, Swamper	<u>\$96.90</u>	<u>\$98.35</u>	<u>\$100.90</u>	<u>\$103.50</u>

Section 3. Section 21.40.070 of the Seattle Municipal Code, last amended by Ordinance 125985, is amended as follows:

21.40.070 Commercial collection rates and charges

A. Commercial solid waste service rates and charges. There is imposed upon all commercial establishments in the City receiving container or drop service from one of the City's contract collectors of commercial solid waste or one of the City's contract collectors of commercial compostable waste the following schedule of rates and charges:

1. Account charges. In addition to any fees for service charged to commercial establishments, per the provisions of this subsection 21.40.070.A, a monthly fixed fee will be charged to each commercial solid waste account, according to the following schedule:

((Effective through March 31, 2020: \$28.60

~~Effective April 1, 2020: \$29.45~~

~~Effective April 1, 2021: \$30.30~~

~~Effective April 1, 2022: \$31.20))~~

Effective through March 31, 2023: \$31.20

Effective April 1, 2023: \$31.65

Effective April 1, 2024: \$32.45

Effective April 1, 2025: \$33.30

2. Container service rates. The following charges shall apply to commercial establishments receiving container service for solid waste. Compostable waste container service rates shall be 32 percent less than the corresponding rate for primary container service for solid waste (the basic service charge including container rent multiplied by 0.68), plus any applicable taxes. Commercial container service customers may subscribe to one or more residential can curbside/alley compostable waste collection services per the terms of subsection 21.40.050.A.8.

The charge for each detachable container will be calculated in accordance with the following formula:

$(A * m) + ((B * cy) * m)$, where

A = Trip rate

B = Volume rate

m = number of pickups per month

cy = number of cubic yards picked up at each collection

The following trip and volume rates will apply for uncompacted or compacted material:

	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Trip Rate	\$18.65	\$19.20	\$19.75	\$20.30
Uncompacted Volume Rate	\$31.50	\$32.45	\$33.40	\$34.35

Compacted Volume Rate	\$64.00	\$65.90	\$67.80	\$69.75))
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	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
Trip Rate	\$20.30	\$20.60	\$21.15	\$21.70
Uncompacted Volume Rate	\$34.35	\$34.85	\$35.75	\$36.70
Compacted Volume Rate	\$69.75	\$70.80	\$72.65	\$74.55

3. Pre-paid bag service. Customers located in specific areas designated by Seattle Public Utilities, and who permanently store garbage containers in the right-of-way, will be required to subscribe to pre-paid bag service, in lieu of detachable container service, for garbage and rubbish collection and disposal, subject to the following charges:

	<u>Effective through March 31, 2020</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
15 gallon bag	\$5.10	\$5.25	\$5.40	\$5.55
30 gallon bag	\$7.30	\$7.50	\$7.70	\$7.90))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
15 gallon bag	\$5.55	\$5.65	\$5.80	\$5.95
30 gallon bag	\$7.90	\$8.00	\$8.20	\$8.40

Customers required to subscribe to pre-paid bag garbage service may also subscribe to either residential can curbside/alley compostable waste collection service per the terms of subsection 21.40.050.A.8 or pre-paid bag compostable waste collection service, at rates which shall be 32 percent less than the rates specified above for pre-paid bag garbage collection. Yard waste shall not be mixed with garbage, refuse, or rubbish for disposal. Compostable waste service is optional.

Bags set out for collection that are not pre-paid shall be charged at the rate for extra bundles, per subsection 21.40.070.A.6.

4. Special container pickup charges. Special collections will be charged at 130 percent of the rate for a single pickup of the same size detachable container, per subsection 21.40.070.A.2.

5. Can-unit pickup rates. Customers receiving regularly scheduled can-unit pickup service for one or more cans will be charged according to the following schedule:

	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Per 10-20 gallon can pickup	\$8.30	\$8.55	\$8.80	\$9.05
Per 32 gallon can pickup	\$12.10	\$12.45	\$12.80	\$13.15
Per 60-65 gallon can pickup	\$23.65	\$24.35	\$25.05	\$25.80
Per 90-96 gallon can pickup	\$27.75	\$28.60	\$29.45	(\$30.30))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
Per 10-20 gallon can pickup	<u>\$9.05</u>	<u>\$9.20</u>	<u>\$9.45</u>	<u>\$9.70</u>
Per 32 gallon can pickup	<u>\$13.15</u>	<u>\$13.35</u>	<u>\$13.70</u>	<u>\$14.05</u>
Per 60-65 gallon can pickup	<u>\$25.80</u>	<u>\$26.20</u>	<u>\$26.90</u>	<u>\$27.60</u>
Per 90-96 gallon can pickup	<u>\$30.30</u>	<u>\$30.75</u>	<u>\$31.55</u>	<u>\$32.35</u>

When a set number of units are serviced each week, the customer may be billed at a flat monthly collection charge equal to 4.33 times the applicable unit rate, times the number of units serviced each week.

Special collections will be charged at 130 percent of the rate for a single pickup of the same size container, per the rates listed in this subsection 21.40.070.A.

6. Extra garbage and bulky waste collection. The charges for extra garbage collection will be assessed per bundle. Any such charges will be in addition to the customer's regular container collection service charges.

~~((Effective through March 31, 2020: \$12.00 per bundle~~

~~Effective April 1, 2020: \$12.35 per bundle~~

~~Effective April 1, 2021: \$12.70 per bundle~~

~~Effective April 1, 2022: \$13.05 per bundle))~~

Effective through March 31, 2023: \$13.05 per bundle

Effective April 1, 2023: \$13.25 per bundle

Effective April 1, 2024: \$13.60 per bundle

Effective April 1, 2025: \$13.95 per bundle

Bulky waste and white goods pickup. Charges for the pickup of bulky waste and white goods, as well as additional charges for items containing hazardous waste such as chlorofluorocarbons (CFCs), shall be billed as follows:

	Effective January 1, 2011
Bulky Waste/White Goods Pickup (per item)	\$30.00
Hazardous Waste Charge (per item)	\$8.00

7. Overload container charges. A container whose contents exceed 1 foot above the top of the container will be charged at the applicable extra garbage collection rate, per subsection 21.40.070.A.6.

8. Drop box service rates. The following charges shall apply to commercial establishments receiving drop box service for solid waste. Compostable waste container service rates shall be 32 percent less than the corresponding rate for drop box service for solid waste (the basic service charge multiplied by 0.68).

The following price schedules shall apply for drop box service for both compacted and noncompacted material:

	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Permanent Account Pickup				
Up to 8 cu yd	\$175.95	\$181.25	\$186.50	\$191.90
Over 8 cu yd	\$236.25	\$243.35	\$250.40	\$257.65
Special/Temporary Pickup				
Up to 8 cu yd	\$193.60	\$199.40	\$205.20	\$211.15
Over 8 cu yd	\$259.85	\$267.65	\$275.40	\$283.40
Monthly Account/Rental	\$122.40	\$126.05	\$129.70	\$133.45))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
Permanent Account Pickup				
Up to 8 cu yd	<u>\$191.90</u>	<u>\$194.80</u>	<u>\$199.85</u>	<u>\$205.05</u>
Over 8 cu yd	<u>\$257.65</u>	<u>\$261.50</u>	<u>\$268.30</u>	<u>\$275.30</u>

Special/Temporary Pickup				
Up to 8 cu yd	\$211.15	\$214.30	\$219.85	\$225.55
Over 8 cu yd	\$283.40	\$287.65	\$295.15	\$302.80
Monthly Account/Rental	\$133.45	\$135.45	\$138.95	\$142.55

9. Ancillary and elective (A&E) service charges. The following charges shall apply to commercial establishments receiving any of the A&E services listed in the table below:

	<u>((Effective through March 31, 2020</u>	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
Deliveries/Pickups/Swap-outs:				
Can/Toter	\$29.65	\$30.55	\$31.45	\$32.35
Detachable Container	\$35.65	\$36.70	\$37.75	\$38.85
Drop Box (2-8 CY)	\$47.40	\$48.80	\$50.20	\$51.65
Drop Box (10-40 CY)	\$74.20	\$76.45	\$78.65	\$80.95
Pickup Ancillary Services:				
Can/Cart Roll Out (>100 ft or up/down stairs)	\$3.00	\$3.10	\$3.20	\$3.30
Roll Out, Container (<3 CY)	\$8.80	\$9.05	\$9.30	\$9.55
Reposition, Container (>2 CY)	\$8.80	\$9.05	\$9.30	\$9.55
Entering Secured Buildings	\$5.90	\$6.10	\$6.30	\$6.50
Container Special Services:				
Detachable Container Washing and Steam Cleaning, per Container	\$44.50	\$45.85	\$47.20	\$48.55
Drop Box Washing and Steam Cleaning, per Drop Box	\$59.30	\$61.10	\$62.85	\$64.65
Can/Cart Pressure Washing	\$11.85	\$12.20	\$12.55	\$12.90
Compactor/Drop Box Special Services:				
Compactor Disconnect/Reconnect Cycle	\$50.40	\$51.90	\$53.40	\$54.95
Dry Run	\$103.80	\$106.90	\$110.00	\$113.20
Other Ancillary Services:				
Hourly Paid Special, Truck and Driver	\$266.95	\$274.95	\$282.90	\$291.10
Hourly Paid Special, Swamper	\$88.85	\$91.50	\$94.15	\$96.90))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
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<u>Deliveries/Pickups/Swap-outs:</u>				
Can/Toter	<u>\$32.35</u>	<u>\$32.85</u>	<u>\$33.70</u>	<u>\$34.60</u>
Detachable Container	<u>\$38.85</u>	<u>\$39.45</u>	<u>\$40.50</u>	<u>\$41.55</u>
Drop Box (2-8 CY)	<u>\$51.65</u>	<u>\$52.40</u>	<u>\$53.75</u>	<u>\$55.15</u>
Drop Box (10-40 CY)	<u>\$80.95</u>	<u>\$82.15</u>	<u>\$84.30</u>	<u>\$86.50</u>
<u>Pickup Ancillary Services:</u>				
Can/Cart Roll Out (>50 ft or up/down stairs)	<u>\$3.30</u>	<u>\$3.35</u>	<u>\$3.45</u>	<u>\$3.55</u>
Roll Out, Container (<3 CY)	<u>\$9.55</u>	<u>\$9.70</u>	<u>\$9.95</u>	<u>\$10.20</u>
Reposition, Container (>2 CY)	<u>\$9.55</u>	<u>\$9.70</u>	<u>\$9.95</u>	<u>\$10.20</u>
Entering Secured Buildings	<u>\$6.50</u>	<u>\$6.60</u>	<u>\$6.75</u>	<u>\$6.95</u>
<u>Container Special Services:</u>				
Detachable Container Washing and Steam Cleaning, per Container	<u>\$48.55</u>	<u>\$49.30</u>	<u>\$50.60</u>	<u>\$51.90</u>
Drop Box Washing and Steam Cleaning, per Drop Box	<u>\$64.65</u>	<u>\$65.60</u>	<u>\$67.30</u>	<u>\$69.05</u>
Can/Cart Pressure Washing	<u>\$12.90</u>	<u>\$13.10</u>	<u>\$13.45</u>	<u>\$13.80</u>
<u>Compactor/Drop Box Special Services:</u>				
Compactor Disconnect/Reconnect Cycle	<u>\$54.95</u>	<u>\$55.75</u>	<u>\$57.20</u>	<u>\$58.70</u>
Dry Run	<u>\$113.20</u>	<u>\$114.90</u>	<u>\$117.90</u>	<u>\$120.95</u>
<u>Other Ancillary Services:</u>				
Hourly Paid Special, Truck and Driver	<u>\$291.10</u>	<u>\$295.45</u>	<u>\$303.15</u>	<u>\$311.05</u>
Hourly Paid Special, Swamper	<u>\$96.90</u>	<u>\$98.35</u>	<u>\$100.90</u>	<u>\$103.50</u>

10. Disposal fee for MSW and processing fee for compostable waste drop box service. Disposal fees for MSW drop box service shall be assessed on each MSW drop box load at the rates set forth below, measured on a per tip basis rounded to the next highest 0.01 ton.

((~~Effective through March 31, 2020: \$201.50 per ton~~

~~Effective April 1, 2020: \$207.55 per ton~~

~~Effective April 1, 2021: \$213.55 per ton~~

~~Effective April 1, 2022: \$219.75 per ton~~))

Effective through March 31, 2023: \$219.75 per ton

Effective April 1, 2023: \$223.05 per ton

Effective April 1, 2024: \$228.85 per ton

Effective April 1, 2025: \$234.80 per ton

Processing fees for compostable waste drop box service shall be assessed on each compostable waste drop box load and measured on a per tip basis rounded to the next highest 0.01 ton. Charges for this service shall be as follows:

~~((Effective through March 31, 2020: \$100.85 per ton~~

~~Effective April 1, 2020: \$103.90 per ton~~

~~Effective April 1, 2021: \$106.90 per ton~~

~~Effective April 1, 2022: \$110.00 per ton))~~

Effective through March 31, 2023: \$110.00 per ton

Effective April 1, 2023: \$111.65 per ton

Effective April 1, 2024: \$114.55 per ton

Effective April 1, 2025: \$117.55 per ton

11. Payment of charges-Delinquency and lien

a. Collection and disposal charges shall be against the premises served, and when such charges have not been paid within 90 days after billing, service shall be discontinued and the charges may constitute a lien against the premises served. Notice of the City's lien specifying the amount due and the period covered and giving the legal description of the premises sought to be charged may be filed with the County Auditor within the time required and may be foreclosed in the manner and within the time prescribed for liens for labor and material, as authorized by RCW 35.21.140.

b. Penalty interest at the rate of 12 percent per year, computed monthly, shall be added to collection and disposal charges that become delinquent. Penalty interest shall be imposed on all such charges

that remain unpaid 30 days after their bill date and shall continue until such charges are paid.

B. The General Manager/CEO of Seattle Public Utilities may adjust the service level to a commercial establishment to match the amount of garbage and rubbish actually collected from that establishment and the customer will be responsible for the appropriate charges for the adjusted service level in accordance with this Section 21.40.070.

Section 4. Section 21.40.080 of the Seattle Municipal Code, last amended by Ordinance 124056, is amended as follows:

21.40.080 Recycling and disposal station rates

A. Basic rates

The following charges will apply at the City's recycling and disposal stations.

The per ton rate, subject to the minimum charge, will apply to all vehicles.

		((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Recyclables		No Charge	No Charge	No Charge	No Charge
Garbage	per ton	\$145	\$149	\$153	\$157
	minimum	\$30	\$31	\$32	\$33
Yard Waste	per ton	\$110	\$113	\$116	\$119
	minimum	\$20	\$21	\$22	\$23
Wood Waste	per ton	\$110	\$113	\$116	\$119
	minimum	\$20	\$21	\$21	\$22
Tires (maximum four per load)	per load	\$13	\$14	\$14	\$14
Appliances (maximum two per load)	per appliance	\$30	\$30	\$30	\$30
	per appliance included with garbage	\$8	\$8	\$8	\$8))

		<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>
<u>Recyclables</u>		<u>No Charge</u>	<u>No Charge</u>
<u>Garbage</u>	<u>per ton</u>	<u>\$157</u>	<u>\$165</u>
	<u>minimum rate</u>	<u>\$33</u>	<u>\$35</u>
<u>Yard Waste</u>	<u>per ton</u>	<u>\$119</u>	<u>\$125</u>
	<u>minimum rate</u>	<u>\$23</u>	<u>\$24</u>
<u>Wood Waste</u>	<u>per ton</u>	<u>\$119</u>	<u>\$125</u>
	<u>minimum rate</u>	<u>\$22</u>	<u>\$24</u>
<u>Tires (maximum of four</u>	<u>per load</u>	<u>\$14</u>	<u>\$15</u>
<u>Appliances (maximum of</u>	<u>per appliance</u>	<u>\$30</u>	<u>\$32</u>
	<u>per appliance if included with garbage</u>	<u>\$8</u>	<u>\$9</u>

*Contaminant-free clean recyclables

B. Collection of charges. It shall be the duty of the General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO's authorized agent, to issue and sell tickets at City recycling and disposal stations for the privilege of such disposal; provided, that such disposal charges shall not apply to the disposal of earth or other material suitable for road construction when disposal of same has been approved by the General Manager/CEO of Seattle Public Utilities or the General Manager/CEO's authorized agent.

C. State tax collection and refund. The General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO's authorized agent, has the authority to collect taxes due as required by state law and to make refunds to any person entitled thereto under state law.

D. Charitable organizations reusing goods

1. Qualified charitable organizations shall be charged on an ongoing basis, rather than on an occasional or incidental basis, for the disposal of refuse generated within Seattle only, that is deposited at City recycling and disposal stations, at the following rates.

~~((Effective through March 31, 2020: \$82.65 per ton~~

~~Effective April 1, 2020: \$84.95 per ton~~

~~Effective April 1, 2021: \$87.20 per ton~~

~~Effective April 1, 2022: \$89.50 per ton))~~

Effective through March 31, 2023: \$89.50 per ton

Effective April 1, 2023: \$94.00 per ton

2. Qualified charitable organizations may dispose of white goods at no charge under the following conditions:

a. White goods must be delivered directly to the City’s selected vendor for white good processing (“vendor”).

b. By the tenth of each month, the qualified charitable organization must provide Seattle Public Utilities with dated receipts from the vendor for all of the white goods disposed of in the previous month.

c. The number of white goods disposed of in a calendar year may not exceed the average the number of white goods delivered to City recycling and disposal stations by the qualified charitable organization in 1997 and 1998. If the above conditions are not met or if limits set forth in subsection 21.40.080.D.2.c are exceeded, qualified charitable organizations shall be charged at a per-unit rate equal to that established by contract between the City and its selected vendor.

3. For purposes of this subsection 21.40.080.D, a charitable organization shall be considered a qualified charitable organization if found by the General Manager/CEO of Seattle Public Utilities, or the General Manager/CEO’s authorized agent, after application by such organization to the General Manager/CEO, to:

a. Be a credit customer of Seattle Public Utilities;

b. Be a nonprofit charitable organization recognized as such by the Internal Revenue Service; and

c. Be engaged, as a primary form of its doing business, in processing abandoned goods

for resale or reuse.

E. Interest on delinquent City recycling and disposal stations payments. Interest shall accrue on delinquent payments of customers at City recycling and disposal stations at the rate of 12 percent per annum from 30 days after the bill date and shall continue until the bill is paid.

F. Requirements for special event, free disposal. Under certain conditions, Seattle Public Utilities shall offer free disposal at City recycling and disposal stations for special events. An organization shall be qualified for free disposal for a special event if the organization's written application to the General Manager/CEO of Seattle Public Utilities is found by the General Manager/CEO, or the General Manager/CEO's authorized agent, to:

1. Be the only such request from the organization for the calendar year;
2. Support the City's goals for cleaner neighborhoods and environments;
3. Not to supplant any current or existing agency responsibilities or activities; and
4. Provide benefit to Seattle Public Utilities as well as the community or the City.

G. Waiver of residential disposal rates under certain circumstances. The General Manager/CEO of Seattle Public Utilities has discretion to waive disposal rates for City residents for yard waste or refuse for up to 60 days at a time when the General Manager/CEO determines that unique or emergency situations, e.g., transitions in collection service, incidents of arson, or windstorms, make it prudent to encourage self-haul of refuse or yard waste to City recycling and disposal stations by waiving the disposal fee for a limited period.

H. The Seattle Housing Authority shall be charged for the disposal of up to 5,800 tons per calendar year of refuse that is deposited at City recycling and disposal stations, at the following rates.

~~((Effective through March 31, 2020: \$82.65 per ton~~

~~Effective April 1, 2020: \$84.95 per ton~~

~~Effective April 1, 2021: \$87.20 per ton~~

~~Effective April 1, 2022: \$89.50 per ton))~~

Effective through March 31, 2023: \$89.50 per ton

Effective April 1, 2023: \$94.00 per ton

If the actual tons delivered in a calendar year exceed this maximum, the Seattle Housing Authority shall be charged the per ton rate for refuse set forth in subsection 21.40.080.A for the additional tons.

I. Requirements for special assistance, free disposal. Seattle Public Utilities shall offer free disposal at City recycling and disposal stations to certified low-income residential utility customers per Section 21.76.040, under the following conditions:

1. Eligible recipients shall request special assistance free disposal no more than ~~((one))~~ twice per year.

2. Free disposal per eligible recipient shall be limited to less than or equal to 1,000 pounds of garbage and/or yard waste, and/or two appliances, and/or four tires. If garbage and/or yard waste exceeds 1,000 pounds, the recipient shall be charged the per ton rate, subject to the minimum/flat rate. Three or more appliances shall be charged the current rate each. More than four tires shall not be permitted.

Section 5. Subsection 21.40.085.A of the Seattle Municipal Code, which section was last amended by Ordinance 125985, is amended as follows:

21.40.085 Commercial railyard rate

A. Nonresidential, non-contract solid waste generated within the City and directed by the City to the Argo Yard or its successor facility for transport and disposal shall be charged at the following rates per ton, with the specified total minimum charges per disposal:

<u>Effective date</u>	<u>Per ton rate</u>	<u>Total minimum charge</u>
Effective through March 31, 2020	\$128.80	\$3,220.00
April 1, 2020	\$132.70	\$3,316.60
April 1, 2021	\$136.55	\$3,412.80
April 1, 2022	\$140.55	\$3,511.80))

<u>Effective date</u>	<u>Per ton rate</u>	<u>Total minimum charge</u>
<u>Effective through March 31, 2023</u>	<u>\$140.55</u>	<u>\$3,511.80</u>

April 1, 2023	\$142.70	\$3,567.50
April 1, 2024	\$146.45	\$3,661.25
April 1, 2025	\$150.30	\$3,757.50

* * *

Section 6. Subsection 21.76.040.B of the Seattle Municipal Code, which section was last amended by Ordinance 126434, is amended as follows:

21.76.040 Low-income rate credits

* * *

B. Solid waste. Certified customers billed directly for Seattle Public Utilities solid waste services shall receive a rate discount equal to 0.5 times the total current residential garbage can or detachable container and compostable waste collection charges. Certified customers who pay for solid waste services indirectly through their rent shall receive the following rate credits based on type of collection service and consistent with Section 21.76.050:

	((Effective through March 31, 2020	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Garbage can customers	\$19.30	\$19.90	\$20.50	\$21.10
Detachable container customers	\$15.80	\$16.25	\$16.70	\$17.20
Yardwaste customers	\$6.20	\$6.40	\$6.60	\$6.80))

	<u>Effective through March 31, 2023</u>	<u>Effective April 1, 2023</u>	<u>Effective April 1, 2024</u>	<u>Effective April 1, 2025</u>
<u>Garbage can customers</u>	<u>\$21.10</u>	<u>\$21.40</u>	<u>\$21.95</u>	<u>\$22.50</u>
<u>Detachable container customers</u>	<u>\$17.20</u>	<u>\$17.45</u>	<u>\$17.90</u>	<u>\$18.35</u>
<u>Yard waste customers</u>	<u>\$6.80</u>	<u>\$6.90</u>	<u>\$7.10</u>	<u>\$7.30</u>

* * *

Section 7. This ordinance does not affect any existing right acquired or liability or obligation incurred under the sections amended or repealed in this ordinance or under any rule or order adopted under those sections, nor does it affect any proceeding instituted under those sections.

Section 8. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 9. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

Approved by me this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

_____, City Clerk

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Spencer Huang/5-0025	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 the solid waste system of Seattle Public Utilities; revising rates and charges for solid waste services; revising credits to low-income customers for solid waste services; and amending Sections 21.40.050, 21.40.060, 21.40.070, 21.40.080, 21.40.085, and 21.76.040 of the Seattle Municipal Code.

Summary and Background of the Legislation: The ordinance would adjust Seattle Public Utilities' solid waste rates for 2023, 2024, and 2025 to fund operating expenses, completion of capital projects, and account for uncertainty. Solid waste rates go into effect April 1st of each year. Collection services rate increases for the three-year rate period would be as follows: 1.5% in 2023, 2.6% in 2024, and 2.6% in 2025. Transfer station rates would increase once during this rate period. That 5.1% increase would occur on April 1st, 2023. This legislation also adjusts credits for low-income customers through the Utility Discount Program.

In May of 2021, the Council adopted SPU's six-year Strategic Business Plan (SBP), which guides utility investments, service levels, and rate paths through 2026. The table below compares the overall solid waste increases for 2023-2025 proposed as part of this legislation with those in the SBP. The overall solid waste increase is a weighted average and combines the rate increases for collection services and transfer stations mentioned above.

	2023	2024	2025
<i>Strategic Business Plan</i>	2.2%	2.3%	2.1%
Proposed	2.0%	2.3%	2.5%

With the newest information regarding the financial status of the Solid Waste Fund and the Drainage and Wastewater Funds, a 4.0% overall rate path is proposed over the SBP period. This is within the average overall SBP rate path of 4.2% per year approved by Council in 2021. Solid Waste Rate increases were left unsmoothed in the proposed rates which helped contribute to a smoother overall rate path.

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 **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?

Several City departments incur solid waste costs. These costs will change commensurate with the rate changes proposed in this legislation.

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

The Solid Waste Fund would not fully recover the cost of its business operations and meet its financial policy targets.

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	2024 Estimated Revenue	2025 Estimated Revenue
SOLID WASTE FUND - 45010	SPU	Rates	\$0	\$5,377,427	\$12,283,848	\$19,618,310
TOTAL			\$0	\$5,377,427	\$12,283,848	\$19,618,310

Is this change one-time or ongoing?

This legislation proposes an adjustment to solid waste rates on April 1, 2023, April 1, 2024, and April 1, 2025.

Revenue/Reimbursement Notes:

This legislation will generate \$5.4 million in 2023 with a 2.0% rate increase on April 1, 2023. A 2.6% rate increase in 2024 will generate \$12.3 million (over 2022 rates) and a 2.6% rate increase in 2025 will generate \$19.6 million (over 2022 rates). The additional revenue is necessary to cover operating costs for the utility, including capital financing and regular inflation updates.

4. OTHER IMPLICATIONS

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

Several City departments incur solid waste costs. These costs will change commensurate with the rate changes proposed in this legislation. Utility Tax payments to the general fund will increase.

b. Is a public hearing required for this legislation?

No.

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

No.

d. Does this legislation affect a piece of property?

No.

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

This legislation includes increased funding to the Utility Discount Program that provides rate relief to low-income customers.

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:

Summary Exhibit A – 2023-2025 Solid Waste Rate Study

EXHIBIT A



Seattle Public Utilities 2023-2025 Solid Waste Rate Study

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PREFACE - STRATEGIC BUSINESS PLAN COMPARISON

Seattle City Council Resolution 32000, passed May 10, 2021, adopted a six-year Strategic Business Plan (SBP) for Seattle Public Utilities (SPU) which guides utility investments, service levels, and rate paths through 2026. While not a formal rate package, the SBP does give guidance and create accountability for the rate setting process. Table 0-1 compares the overall solid waste increases for 2023-2025 proposed as part of this legislation with those in the SBP.

Table 0-1 Comparison of Overall Solid Waste Weighted Average Rate Increases, 2023-2025

	2023	2024	2025
<i>Strategic Business Plan</i>	2.2%	2.3%	2.1%
Proposed	2.0%	2.3%	2.5%

During this time, there have been changes to the proposed increases on an annual basis, but the total increases during the overall 2023-2025 rate period stay relatively unchanged.

1. EXECUTIVE SUMMARY

Seattle Public Utilities (SPU) provides solid waste services to residences and businesses in the City of Seattle (“City”) through the Solid Waste Fund (SWF). It is supported almost entirely by utility fee revenue. Solid waste customers are either billed by SPU (residential customers) or by collection contractors (commercial customers). Contractors pick up garbage, recyclables, and organics from residences and business and deliver garbage and organics to SPU’s transfer stations and recyclables to a contractor recycling facility in SODO. SPU transfers garbage from the transfer stations to a railhead for transport to a contracted disposal site in Oregon. Organics are either picked up by processing contractors or delivered by SPU to contractor-owned sites. In addition, SPU, through the SWF, oversees the City’s Clean City program, provides conservation programs and outreach, oversees hazardous waste disposal programs in conjunction with King County, and maintains and rehabilitates historic landfill sites.

Rates were last increased by 3.0 percent on April 1, 2020, 2.9 percent on April 1, 2021, and 2.9 percent on April 1, 2022, as part of the previous 2020-2022 Solid Waste Rate Study.

Key elements of the current rate proposal include:

1. **Shifting Demand:** Solid waste demand has undergone a major shift between sectors due to the COVID-19 pandemic, resulting in increased residential demand offset by a significant drop in commercial demand as many businesses closed and their employees shifted to work from home. However, overall revenue projections have stayed relatively stable.
2. **Update to the Utility Discount Program:** Projected expansion of the Utility Discount Program increases enrollment by approximately 2,000 households annually. These enrollment projections were also updated to account for the shift in Seattle’s housing from Single Family to Multi-family.
3. **Completion of Major Capital Facilities:** During this rate period, SPU will commence, build, and enter into service phase two of the South Transfer Station. The impact on rates of higher capital spending is substantially offset by the availability of high cash reserves entering the rate period.
4. **Continued Focus on Protecting Bond Ratings:** Rates continue to be set to the more stringent debt service coverage (DSC) policy adopted in 2015, as well as to meet the guideline of maintaining a year-end operating cash balance equal to 45 days of operating expense. These policies help to protect solid waste bond ratings during a period of significant capital expansion, liquidity contraction, and bond funding. Setting rates to meet these policies in the 2020-2022 Rate Study also contributed to increasing cash reserves.

1.1 Rate Drivers

Changes in Demand Forecast

Customer counts and subscription levels affect revenues, costs, and the required change in rates. The change in the demand forecast for this rate study is a significant driver and reduces the impact on customer bills by \$5 million.

Contracts, Operations and Maintenance, and Taxes

The current inflationary environment is accompanied by higher contract expense. Contract costs are expected to increase with demand as well as keeping in line with the City's inflationary estimates. 2023 contract expenses are expected to be \$130.1 million, a \$7.3 million increase from the prior year. 2023 O&M is expected to be \$53.9 million, with a \$1.7 million increase from 2022 adopted rates. These projections increase the total revenue requirement and put upward pressure on the solid waste rate path. Total taxes are also expected to rise slightly as the result of an anticipated increase to revenues.

Capital Financing

Annual capital financing expense fluctuates considerably, with higher financing expense relative to the prior year in 2023 (\$3.3 million higher), a \$0.8 million decrease in 2024, and a significant increase in 2025 (\$11.2 million higher). These fluctuations are primarily related to changes in CIP spending levels and exclusive use of operating cash to fund expenses for the rate period. The increased use of cash to finance the CIP reflects sufficient cash reserves available to fund the remainder of spending throughout the period (see Other Funding Sources below).

Other Funding Sources

Other funding sources include asset sales, recycling commodity revenue, miscellaneous revenues, Rate Stabilization Fund (RSF) withdrawals, and cash contributions. Cash reserves built up during the prior rate period combined with excess revenues generated by meeting the debt services coverage ratio (DSC) binding constraints will be used to fund capital expense. There are no RSF transactions anticipated during the 2023-2025 period. Recycling commodity revenue has recovered since the 2018 recycling ban, and stable commodity rates are expected to continue throughout the proposed rate study period.

1.2 Rate, Bill, and Financial Performance Impacts

Table 1-1 presents the change in the revenue requirement and the monthly impact of rate increases on typical residential can customers, a selection of dumpster customers, and self-haul customers.

The rate study proposes equal increases across residential and commercial rates of 1.5 percent on April 1, 2023; 2.6 percent on April 1, 2024; and 2.6 percent on April 1, 2025. Transfer station rates are proposed to increase 5.1 percent on April 1, 2023, and to remain at that level throughout the proposed rate period.

Because the weight increase is only in effect for nine months of the year, an increase weighted for the April effective date is used. See Table 1-1.

Table 1-1: Proposed Solid Waste Revenue Requirements and Bill Impacts

	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
Rate Revenue Requirement (\$ millions)	\$233.8	\$238.8	\$246.4	\$254.5
Sample Bills				
Single-Family <i>32 gallon garbage, 96 gallon yard waste, 96 gallon recycling</i>	\$55.55	\$56.40	\$57.85	\$59.35
Multi-Family <i>2 cubic yard detached, 96 gallon food waste, 2 cubic yard recycling, typical of a 15 unit building</i>	\$433	\$440	\$451	\$463
Commercial <i>3 cubic yard detached, optional recycling, typical of a busy coffee shop or medium size restaurant</i>	\$572	\$581	\$596	\$612
Self-Haul, per ton	\$157	\$165	\$165	\$165
Rate Increases				
Weighted Average		2.0%	2.3%	2.5%
April 1, Residential/Commercial		1.5%	2.6%	2.6%
April 1, Transfer Stations		5.1%	0.0%	0.0%

Financial performance of the Solid Waste Fund (SWF) is projected to continue to be steady during the proposed rate period. The proposed rate increases will continue to maintain this financial strength, while also providing the lowest rates possible. Table 1-2 displays the current and projected financial performance for the SWF.

Table 1-2: SWF Financial Policy Performance 2021-2026 (\$ millions)

Policy	Target	2021 Actual	2022 Projected	2023 Proposed	2024 Proposed	2025 Proposed	2026 Estimated
Net Income	Generally Positive	\$34.1	\$17.0	\$12.6	\$9.3	\$5.0	\$3.5
Debt Service	1.7x (w Credit for Taxes)	5.63	4.30	4.04	3.82	3.59	3.60
	1.5x (w/o Credit for Taxes)	3.84	2.36	2.08	1.82	1.56	1.50
Cash Balance Year	Year-End Balance:	\$125.0	\$134.1	\$135.6	\$134.3	\$118.0	\$113.3
	20 days contract expense	\$6.3	\$6.7	\$7.1	\$7.5	\$8.0	\$8.4
	45 days operating expense	\$22.9	\$25.6	\$26.8	\$28.1	\$29.5	\$30.7
Cash Financing of	10% or \$2.5M (\$2003)	\$6.6	\$11.0	\$14.2	\$13.4	\$24.6	\$12.1
	Minimum	\$3.7	\$3.8	\$3.9	\$4.0	\$4.1	\$4.2

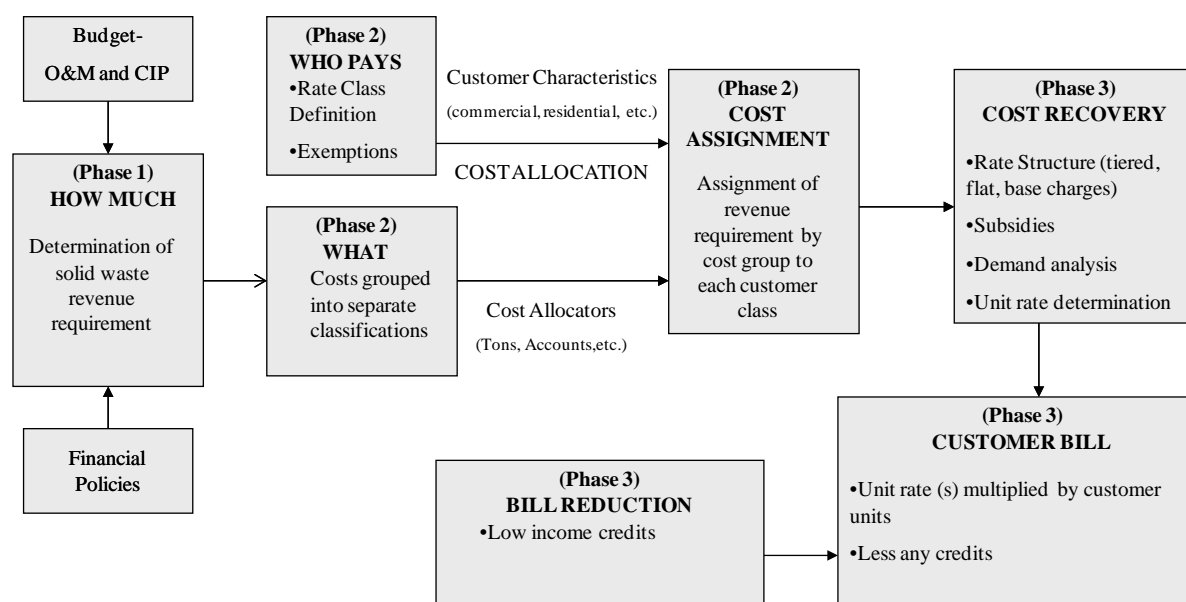
Some totals may not add due to rounding

2. INTRODUCTION

SPU finances the acquisition, operation, and maintenance of Seattle’s solid waste system through the Solid Waste Fund. As an enterprise fund, the SWF functions like a self-supporting business that must generate operating revenues, predominately through user charges (rates), which must be sufficient to cover all operating costs and meet financial policy targets. This document provides a summary of the 2023-2025 Solid Waste Rate Study. It examines the financial and policy issues of the SWF that affect rates. The Solid Waste Comprehensive Plan provides more information about the solid waste system in general.

2.1 Ratemaking Process Overview

The following diagram displays the phases involved in the development of solid waste rates:



Chapter 3 of this document discusses Phase 1 (Revenue Requirement). Chapter 4 addresses Phase 2 (Cost Allocation), while chapters 5 and 6 discuss Demand and Rate Design, which are included in Phase 3.

2.2 Rate Setting Objectives

To set rates, SPU considers multiple factors to help evaluate policy and rate design decisions under consideration.

- **Revenue Requirement:** Solid waste rates should be sufficient to meet the SWF’s revenue requirement.
- **Equity:** Rates should reflect a fair apportionment of the different costs of providing service among groups of customers.
- **Customer Payment of Cost of Service:** Each customer class should generate sufficient revenue to cover both direct and indirect costs of service to the customer class over time.
- **Conservation:** The rate structures should encourage waste reduction and recycling activities.

- **Rate Stability:** Rate levels and structures should be changed in an orderly manner over time.
- **Customer Understanding:** The rate structures should be clear and understandable to the customer.
- **Financial Stability:** Revenue recovery from rates and other revenue sources should ensure financial stability, consistent with financial policies of the City.
- **System and Administrative Costs:** The rate structures should minimize long and short-term administrative costs, including customer service, billing, and contract administration.
- **Rate Impact Mitigation:** Mitigation of the impacts of solid waste rate increases to certain customers based on social or economic factors may be considered and implemented.

2.3 Financial Policy Overview

Financial policies provide a guiding framework for the finances of the solid waste utility. They represent a balance between the competing goals of fiscal conservatism through higher rates today and minimizing these same rates by spreading costs over time to future ratepayers. The direct effect of the policies is to determine the level at which solid waste rates shall be set, given estimated costs and demand, and to define the general manner in which the capital improvement program is to be financed.

The indirect effects of the policies are to:

- Shape the financial profile that the SWF presents to lenders and other members of the financial community;
- Establish the SWF's exposure to financial risk; and
- Allocate the SWF's costs between current and future ratepayers.

The current SWF financial policies were adopted by City Council in 2004 by Resolution 30695, except for the debt service coverage without credit for taxes policy which was adopted by Council in 2014 by Resolution 31516. The policies and associated targets are as follows:

Financial Policy Rate Impacts

In any future year, the minimum revenue requirement is the lowest amount of revenue necessary to simultaneously satisfy all financial policies in that year. Typically, rates are set to just meet all financial policies in each year, with the financial target requiring the most revenue defined as the binding constraint. For the current rate study, however, rates are set to keep rate increases relatively smooth over the three-year path. As a result, additional revenue is generated in 2023-2025 which is then used to increase cash financing of the capital program. Debt Service Coverage is projected to become the binding constraint in 2026.

Net Income

SPU targets generally positive net income. Positive net income is a contingency against projection variances and uncertainties regarding revenues. It is also a signal to bond rating agencies that the City is committed to establishing fees that cover costs.

Debt Service Coverage Ratio

A higher debt service coverage ratio (DSC) means that more revenue is available after debt payments are made. This reduces financial risk and provides more flexibility to respond to revenue shortfalls.

The SWF has two coverage targets associated with two calculation methodologies:

- 1.7 times debt service cost in each year, with credit for City taxes
- 1.5 times debt service cost in each year, without credit for City taxes

The second policy was approved in 2014 to preserve the SWF's bond rating as the fund proceeded through its cyclical capital investment cycle. Under this policy, revenue used to pay taxes to the City is not considered available for making debt service payments. Under the bond covenant however, City taxes are subservient to debt payments.

Operating Cash Balance

The base policy is to maintain an operating cash balance of at least 20 days contract expense. The purpose of the cash balance target is to have sufficient cash on hand to pay operating expenses, taking into account the lag between cash disbursements and cash receipts, and to provide a reserve against projection variances. For 2021, the last year with actuals, contract costs for collection, transfer, and processing of solid waste were \$115 million, resulting in a 20 days cash target of \$6.3 million. In 2023 the cash target is projected to be \$7.1 million.

Since 2015 SPU has sought to maintain higher year-end SWF cash balances on a planning basis, equivalent to 45 days of operating expense. The expectation is that this higher cash balance, combined with the more stringent debt service coverage ratio described above, will enable the SWF to better maintain its bond rating and will provide flexibility in the case of financial hardship or major policy changes. Under this unofficial policy, the cash target for 2021 was \$22.9 million. The projected cash target for 2023 is \$26.8 million.

Cash Contribution to the Capital Improvement Program (CIP)

The cash contribution to the CIP policy is the greater of 10 percent of total CIP expenses or \$2.5 million in 2003 dollars (as adopted by Resolution 30695 in 2004). This policy helps to prevent a rapid increase in debt levels and maintains a minimum investment into the system. The target in 2021, the last year with available actual expenditures, was \$3.7 million, the equivalent of \$2.5 million in 2003 dollars. The 2023 target remains at \$2.5 million in 2003 dollars, or \$3.9 million on \$14 million in CIP spending. SPU proposes, however, to increase cash contributions to CIP in order to keep debt levels and revenue required to meet debt service coverage obligations low.

Proposed 2023-2025 rates assume cash contributions to CIP in excess of targeted levels as SPU does not plan to issue additional debt during the rate period. Sufficient cash reserves exist to finance higher levels of CIP with operating cash, enabling the SWF to keep debt levels and revenue required to meet debt service coverage obligations lower.

3. REVENUE REQUIREMENT

The Rates Revenue Requirement is the total amount of revenues which must be recovered in a given year from direct service, or “rates” revenues. Rates revenues, together with other funding sources such as cash reserves and non-rates revenues, are used to pay the cash expenses associated with operating the Solid Waste system and to meet the Solid Waste Fund’s financial policy requirements (see Section 2.3).

Table 3-1 summarizes changes in the different components that make up the SWF rates revenue requirement from 2022 to 2025. The change in the 2023 revenue requirement throughout this section is relative to the planned 2022 revenue requirement from the 2020-2022 rate study and change for 2024 and 2025 reflect changes against the previous year shown in the table.

Table 3-1: Components of the Change in the Solid Waste Revenue Requirement (\$ millions)

	2022	2023		2024		2025	
	Adopted	Proposed	Change	Proposed	Change	Proposed	Change
Expenditures (\$M)							
Operations & Maintenance (O&M)							
Contracts O&M	122.8	130.1	7.3	137.6	7.5	145.5	7.9
Other O&M	52.2	53.9	1.7	57.5	3.6	60.9	3.5
Clean City Expense	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total O&M	175.0	184.0	9.0	195.1	11.1	206.5	11.4
Taxes	32.5	33.2	0.7	33.8	0.6	34.5	0.8
Capital Financing							
Cash Financing (Target)	3.8	3.9	0.1	4.0	0.1	4.1	0.1
Cash Financing (Additional)	7.2	10.4	3.2	9.4	(0.9)	20.5	11.1
Debt Service	14.6	14.6	(0.0)	14.6	0.0	14.6	0.0
Total Capital Financing	25.6	28.9	3.3	28.1	(0.8)	39.2	11.2
Other Financial Policies	9.2	1.6	(7.5)	0.0	(1.6)	0.0	0.0
Total SWF Funding Requirement	242.2	247.7	5.5	256.9	9.3	280.2	23.3
Other Funding Sources							
Prior Year Operating Cash	0.0	0.0	0.0	(1.3)	(1.3)	(16.3)	(15.0)
RSF Deposit (Withdrawal)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Non-Rates Revenue	(8.4)	(8.8)	(0.4)	(9.2)	(0.3)	(9.4)	(0.2)
Total Other Funding Sources	(8.4)	(8.8)	(0.4)	(10.5)	(1.7)	(25.7)	(15.2)

Net Rates Revenue Requirement	233.8	238.8	5.0	246.4	7.6	254.5	8.2
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2022 may not match documents included with the 2020-2022 Rate Study or SBP. Categories have been adjusted to be comparable to Proposed rates.

Some totals may not add due to rounding

The **Expenditures** section of Table 3-1 presents the operating fund cash spending components that make up the SWF Funding Requirement. Sometimes the SWF must generate MORE revenue than needed to fund cash expense in order to meet all financial policy targets. The **Other Financial Policies** section of the table presents any additional revenues required to meet policy targets in excess of cash expense. The **Other Funding Sources** section presents non-rates sources of funding which reduce what must be recovered through direct service rates.

Under the current proposal, the SWF rates net revenue requirement rises from \$233.8 million in 2022 to \$238.8 million in 2023, with annual increases of \$5.0 million in 2023, \$7.6 million in 2024, and \$8.2 million in 2025. Expenditure increases are driven primarily by increased contract expense and, to a lesser degree, increased tax expense. 2023 branch O&M, or SPU's expenses for equipment, salaries, etc., is up \$1.7 million from 2022 adopted rates, with additional largely inflationary increases in 2024 and 2025.

There is a slightly negative net impact of changes in capital financing across the rate period. Cash reserves generated in prior years are used to fund capital projects in lieu of issuing new debt, effectively neutralizing the negative impact that increased capital cash financing would have on the rates revenue requirement.

The following sections include more detailed descriptions of the components of change in the rates revenue requirement. While not direct drivers of the revenue requirement, demand, rate discounts, and the timing of rate increases do impact the level of rates. Further discussion of these impacts follows the discussion of revenue requirement components.

3.1 Operations and Maintenance (O&M)

Adopted 2022 rates assumed \$122.8 million in contract O&M. Inflation is expected to be the key driver in contract O&M increases during the proposed rate period.

The Other O&M expenditure requirement includes a portion of administrative expense (i.e., finance, customer service, etc.) that the SWF shares with the other SPU funds and other City departments, as well as direct solid waste operating expense. Other O&M does not include debt service or taxes, which are discussed below.

3.2 Taxes

Table 3-2 presents the projected change in SWF tax expense between 2022 and 2025. SWF tax expenses include state and city taxes on revenues and City tonnage taxes (transfer tax).

Table 3-1: Taxes (\$ millions)

	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
Solid Waste Utility Tax				
Solid Waste Utility Tax	23.4	23.8	24.2	24.7
Tonnage Tax	4.9	5.0	5.1	5.1
Total City Taxes	28.3	28.8	29.2	29.9
State B&O Tax	4.2	4.2	4.4	4.5
Total Taxes	32.5	33.0	33.6	34.4
<i>State Refuse Tax</i>	<i>6.7</i>	<i>6.8</i>	<i>7.0</i>	<i>7.2</i>
<i>Some totals may not add due to rounding</i>				

City and state revenue taxes increase with increased revenue. The City's solid waste utility tax rate for the current proposal is planned at 14.2 percent, unchanged since April 1, 2017.

The **tonnage tax** is a City-levied per-ton tax on non-recycling solid waste transferred for disposal in Seattle. SPU pays the tax as both a collector of solid waste and an operator of a transfer station in the City. The tax is also paid by other entities for the non-contract tons they transfer within the City limits. The tax is paid to the City's General Fund. Solid waste rates are set to recover the cost of paying the tonnage taxes to the City.

Since 2005, the SWF has classified **state refuse tax expense** as a payable rather than an expense. As such, these taxes (both the expense and the revenue associated with them) are not included on the SWF income statement included in *Appendix A Statement of Operating Results*. This procedure has no effect on the net income of SWF, as both revenue and expense are reduced equally. However, these taxes are included in Table 3-2 for informational purposes.

3.3 Capital Financing Expense

SWF capital projects are funded through a combination of current cash (from direct service and non-rates revenue) and debt financing (revenue bonds). Under the proposed rates, CIP for the rate period will be cash financed. CIP through 2025 includes completion of the South Recycling Center, the South Park remediation project, and the SWF's shared portion of City-wide IT upgrades. Total planned capital spending for the rate period is \$52 million.

Annual capital financing expense stays steady at around \$14 million in 2023 and 2024 and increases to \$25 million during the time of peak construction in 2026.

Table 3-3 presents capital spending (CIP) and financing assumptions during the rate period and how this financing impacts rates.

Table 3-2: Change in Cash Financing of the CIP (\$ millions)

	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
Total CIP	14.5	14.2	13.4	24.6
<u>Cash Financial Policy Minimums</u>				
\$2.5 million (2003 nominal \$), Or;	3.8	3.9	4.0	4.1
10% of CIP	1.4	1.4	1.3	2.5
Active Financial Policy Minimum	3.8	3.9	4.0	4.1
<u>CIP Financing Breakdown</u>				
Cash Financed	14.5	14.2	13.4	24.6
Debt Financed	-	-	-	-
Cash Financed %	100%	100%	100%	100%
<u>Cash Financing Detail</u>				
Financial Policy Minimum	3.8	3.9	4.0	4.1
Additional Incremental	7.2	10.4	9.4	20.5
Total Cash to CIP	11.0	14.2	13.4	24.6
<u>Debt Service Detail</u>				
Interest	6.7	6.9	6.5	6.1
Principal	7.9	7.8	8.2	8.6
Total Debt Service	14.6	14.6	14.6	14.6
<u>Rate Drivers</u>				
Change in Cash Financing		(0.3)	(0.8)	11.2
Change in Debt Service		(0.8)	0.0	0.0
Total Rate Impact		(1.0)	(0.8)	11.2

Some totals may not add due to rounding

Debt Service

In 2021, SPU refunded the 2011 Bonds for a savings of \$11 million over the remaining 15 years. SPU does not expect to issue additional SWF debt during the proposed rate period, or even in the foreseeable future as capital spending is expected to taper off significantly after completion of the facilities master plan. Therefore, debt service remains nearly flat throughout the rate period. Keeping debt service low by financing as much CIP as possible through cash instead of debt will minimize the amount of revenue the SWF will need to raise in future years to satisfy debt service coverage financial policies.

Cash Financing

As discussed in Chapter 2, the minimum cash contribution to the CIP is the greater of 10 percent of the CIP in a given year or \$2.5 million (in 2003 nominal dollars converted to current nominal dollars). During the proposed rate period, the \$2.5 million target (\$3.9 to \$4.1 million per year in rate period nominal dollars) is the larger of the two targeted amounts, equating to a minimum financial target cash contribution of \$12 million during the proposed rate period.

The SWF is projected to fund its \$52 million in capital expenditures with operating cash between 2023 and 2025. SPU has chosen to not issue additional debt to minimize the need for future rate increases driven by debt service coverage. SWF cash reserves are sufficient to fund this increased capital financing expense due to a 2015-instituted change in the way that the fund calculates debt service coverage (see 3.4 Financial Policies below). Continued strong operating results also contribute to the financial viability of cash financing the CIP during the rate period.

3.4 Financial Policies

The impact of financial policies on the revenue requirement varies depending on which target is binding (see Section 2.3 for further discussion of financial policies and binding constraints). Revenues must be sufficient to cover all cash operating expense AND to meet net income, debt service coverage, cash contribution to CIP and operating cash balance targets. Where the binding constraint is meeting cash targets, rates are set so that revenues will just equal cash expense AND retain minimum operating cash balances. Where the binding constraint is net income or debt service coverage, revenues will be greater than cash expense. This “extra cash” may be used to fund operating cash contributions to the CIP in excess of targeted levels or may be used to increase cash reserves, or some combination of the two.

Debt service coverage has been the binding constraint since 2015, with the adoption of the new 1.5x debt service coverage target. As discussed in Chapter 2, the Solid Waste fund is using additional cash from the proposed rates to fund cash contributions to the CIP, and will continue driving to the binding constraint of meeting DSC in 2026, the end of the Strategic Business Plan period.

Although cash contributions to the CIP are significantly higher than financial policy targets, this incremental expense is not driven by financial policy requirements. Rather all CIP will be paid for by cash instead of another debt issue in an effort to keep the debt service obligation low. Therefore, the higher levels of cash financing during the rate study period are a spending requirement.

3.5 Other Funding Sources

A significant portion of the total solid waste system funding requirement is paid with by other funding sources including operating cash balances, Rate Stabilization Fund withdrawals, and other operating and non-operating non-rates revenues. On aggregate, these non-rates funding sources are expected to decrease by \$3.8M in 2023, increase by \$1.7 million in 2024, and increase by \$15.2 million in 2025.

Following is a discussion of each of the other funding sources.

Prior Year Operating Cash

Revenue generated by rates is used to fund current operating expenses, maintain a cash balance as a safeguard against unexpected expense, and to fund a portion of the current capital program. A rate may be set to increase, hold constant, or decrease the SWF's operating fund cash balances. Decreasing, or drawing down a cash balance in a given year lowers the rates in that year as that cash does not need to be received through rate revenues. However, just like other funding sources, what affects rates is not the level in any one year, but the year-to-year change in funding from that source.

Table 3-4 presents both how cash is used (drawn down or increased) in each year as well as the year-on-year change in use of cash. Positive changes (generating more cash than the prior year) increase rates. Negative changes (using more cash than in the prior year or generating smaller increases) reduces rates.

Table 3-3: Proposed Changes to Cash Balances (\$ millions)

	2022 Approved	2023 Proposed	Change	2024 Proposed	Change	2025 Proposed	Change
Operating Cash							
Net Cash from Operating Activities	9.1	1.6	(7.5)	(1.3)	(2.9)	(16.3)	(15.0)
Additional Cash from Financial Policies	-	-	-	-	-	-	-
Change in Cash Balance	9.1	1.6	(7.5)	(1.3)	(2.9)	(16.3)	(15.0)
Starting Balance	125.0	134.1		135.6		134.3	
Ending Balance	134.1	135.6		134.3		118.0	

Some totals may not add due to rounding

Stronger than anticipated operating performance during the prior rate study period has resulted in projected cash balances at the beginning of the rate period that are above the minimum policy requirements.

Cash reserves are diverted to financing CIP expense for the proposed rate period, with balances drawn down by \$1.3 million 2024 and \$16.3 million in 2025, reducing the amount of revenue that needs to be recovered through rates.

Rate Stabilization Fund Withdrawals

The 2013-2016 Solid Waste Rate Study established policies around the use of a Rate Stabilization Fund (RSF) for the SWF. The RSF was intended to help provide rate stability during a four-year rate period. RSF

balances rose to \$38.6 million (as of December 2021) on strong fund performance and are projected to end 2022 at approximately the same level. Withdrawals from the RSF are authorized in the event that the SWF would miss a financial target.

The Solid Waste Fund does not anticipate requiring an RSF withdrawal during this rate period to meet financial policies.

Table 3-4: Proposed Changes to the Solid Waste RSF (\$ millions)

	2022 Approved	2023 Proposed	Change	2024 Proposed	Change	2025 Proposed	Change
Rate Stabilization Fund							
Starting Balance	38.6	38.7	0.1	38.9	0.1	39.0	0.1
Withdrawal to Fund Financial Policies	-	-	-	-	-	-	-
Interest	0.1	0.1	-	0.1	-	0.1	-
Ending Balance	38.7	38.9	0.1	39.0	0.1	39.2	0.1

Some totals may not add due to rounding

Non-Rate Revenues

Non-rate revenues are current year revenues including recycling commodity revenue, miscellaneous transfer station revenues, reimbursements from King County, the City's General Fund and Seattle City Light (SCL), operating and capital grants, interest income and other miscellaneous revenues. As presented in Table 3-6 below, non-rates revenues are projected to increase by \$2.7 million in 2023 relative to the assumption for these revenues when 2022 rates were set, and then remain relatively flat during the 2035-2025 rate period, increasing by \$0.3 million in 2024 and \$0.2 million in 2025.

Table 3-5: Solid Waste Non-Rates Revenues (\$ millions)

	2022 Approved	2023 Proposed	2024 Proposed	2025 Proposed
SPU Sources				
Recycling Commodity	3.8	5.5	5.8	6.0
Other Misc.	1.7	1.8	1.8	1.8
Investment and Other	0.5	1.5	1.5	1.5
City and County				
Grants	0.1	0.1	0.1	0.1
Total Non-Rates Revenues	6.1	8.8	9.2	9.4
Change		2.7	0.3	0.2
Some totals may not add due to rounding				

Recycling Processing Revenues

Recycling processing revenues are paid by the City's recycling processing contractor to SPU based on contract indices for different types of commodities in the recycling stream. Recycling processing expense paid by SPU is reported under contract expense. Recycling processing revenues were significantly affected by China's Blue Sky recycling ban that took effect at the beginning of 2018 but have recovered a significant amount during the current rate period. Recycling processing is currently estimated to generate \$5.5 million in 2023, \$5.8 million in 2024, and \$6.0 million in 2026 as commodity prices continue to recover. This contract will be in effect until 2027 with a City opt-out in 2024.

3.6 Other Factors Impacting Rates

While not direct drivers of the revenue requirement, demand, rate discounts, and the timing of rate increases impact the level of rates.

Demand

Customer counts, tons and subscription levels affect revenues and the required change in rates from year to year. Tonnage decreases reduce costs in some cases, but also reduce the number of units to which the costs are allocated. The exact impact on rates depends on the relative changes in cost and revenue. In the first year of a rate study, changes from prior projections are reflected as major rate drivers. Subsequent years see less drastic change as the new baseline is used. For 2023, the change in the demand forecast from 2020-2022 Rate Study assumptions is the largest deviation, and therefore the most significant rate driver. The 2023 demand components that have varied the most from earlier projections include:

- **Residential:** Reduced container sizes among curbside garbage customers has been more than offset by increased demand for on-site detached service and organics service. Organics service was especially helped by the food waste ban (Ordinance 124582) which became effective in 2015. A shift in work from home due to the COVID-19 pandemic resulted in stronger than expected residential demand.
- **Commercial:** After a strong economic recovery through 2019, commercial demand experienced a severe drop-off in 2020 due to COVID-19. Demand is expected to recover to pre-pandemic levels by 2024, the second year of the current rate period.
- **Self-Haul:** Self-Haul demand experienced a dip in 2020 due to COVID-19 but has since recovered and is projected for steady performance throughout the rate period.

These factors are further explained in detail in Chapter 5, Demand.

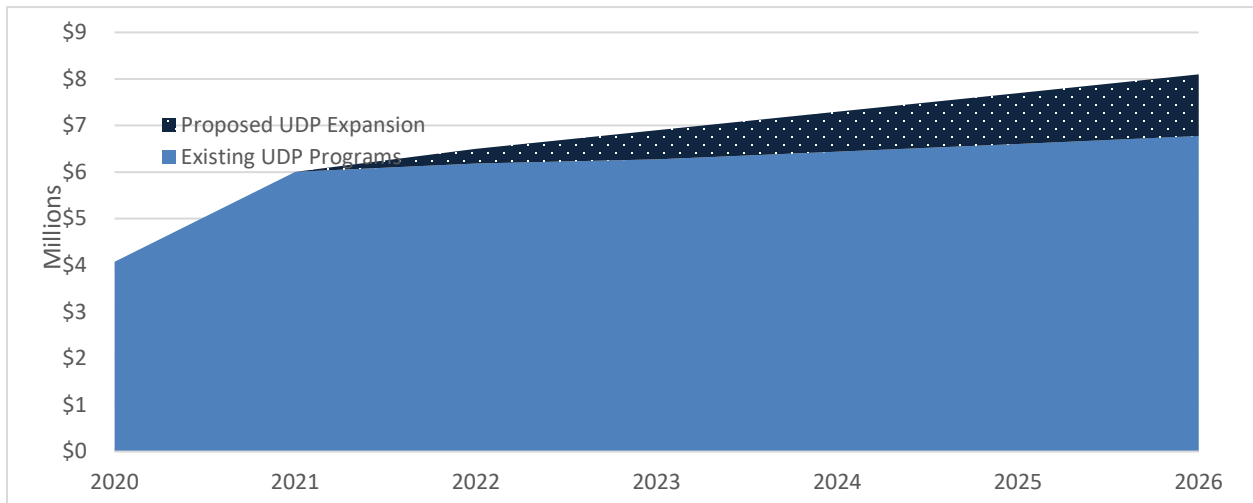
Utility Discount Program (UDP)

Like other demand components, changes in customer participation in the Utility Discount Program do not affect the SWF revenue requirement but do affect the rate increase. Increased participation in the program reduces revenues as more households pay at a discounted rate. The reduction in revenue must be made up through an increase in standard rates.

UDP growth continues to be a rate driver as the program continues to expand. Program enrollment increased dramatically during the COVID-19 pandemic. Enrollment is expected to grow as program awareness increases and the economic impacts of the pandemic continue.

See Figure 3-1 for a breakdown and forecast of existing and proposed additional UDP revenue reductions.

Figure 3-1: Existing and Proposed UDP Revenue Reductions



4. SOLID WASTE COST ALLOCATION

After revenue requirements have been calculated, the cost allocation process assigns them to individual customer classes. This process estimates the true cost of serving different types of customers and provides the foundation for rate design, although actual rates may vary from the assigned cost allocations because of other (often times competing) ratemaking and policy considerations.

The cost allocation process can be broken into three basic steps:

- Group Costs into Cost Centers
- Develop Allocation Factors
- Allocate Costs to Customer Classes and Rates

4.1 Cost Centers

Solid waste costs are divided among various cost centers. All budget activities, as well as current and future budget additions, are assigned to a cost center based on primary function. Costs for contracts, taxes, and bond interest are modeled based on the latest projections for tons, subscriptions, revenues and CIP spending, and are then assigned to cost centers. Table 4-1 shows a list of cost centers.

Table 4-1: Solid Waste Cost Centers by Category

SPU Branch O&M	Contract Expense	Taxes	Non-Rates Revenue	Capital Financing and Other
Residential Billing	Single Family Garbage	Utility Tax	General Fund	Cash to CIP
Transfer Station Billing	Single Family Compost	Tonnage Tax	Investments and Interest	Debt Service
Landfills	Single Family Recycling	State Taxes	Grants	
Waste Reduction (All)	Commercial Garbage		Change in Cash	
Waste Reduction (Residential)	Commercial Compost		Change in RSF	
G&A – General	Commercial Recycling		Recycling Commodity	
G&A - Contract Management	Multi Family Garbage		Other Misc.	
Hauling (All)	Multi Family Compost			
Compost Processing	Multi Family Recycling			
Transfer Station Operations	Long Haul Disposal			
Human Resources	Garbage Processing			
	Recycling Processing			
	Organics Processing			
	Hazardous Waste			
	Management Program			

4.2 Develop and Assign Allocation Factors

Once costs are grouped, each cost center is assigned an allocation factor (See Appendix B for a complete listing of allocation factors for each Cost Center). Allocation factors are multipliers that allocate cost centers into individual customer classes and eventually rates. The basis for allocation differs by cost center, but always seeks to logically assign each rate its fair share of the cost of providing a service based on known data. Costs are allocated using allocation factors which are based on the following:

Tonnage

Many solid waste costs, such as contractor payments for recycling processing or garbage transfer and disposal, are directly related to tons collected or disposed. Costs are allocated based on the tonnage per rate. Tons may also be used to allocate certain other costs even though there is not a direct relationship between the given cost and tons collected or disposed. Specific garbage, organics, or recycling tonnage allocators are used to allocate waste stream specific costs, such as recycling processing.

Volume

Multi-family and commercial contracts incur cost based on the volume of service subscribed to by customers. For example, fees paid to the Local Hazardous Waste Management Program (LHWMP) are based on the total volume of customers' subscriptions. Detached (Dumpster) customers subscribe to a particular size and collection frequency of dumpster, and contractors charge SPU based on a similar formula. When costs are incurred based on volume, it is used to distribute those costs to individual customer classes.

Customer Counts and Trips

This allocation method is used when the cost of service, such as billing expenses, is related to the number of households or accounts rather than tonnage or another measure of how much service a customer receives. Transfer station billing costs are allocated based on trip counts, since each trip incurs the same cost to billing.

Management Estimates

Some allocations are based on management estimates of time spent serving different customer classes. Such estimates help determine the full cost of service for the class. For example, workload estimates are used to allocate inspection costs and, in conjunction with tons, allocate transfer station costs.

Direct Assignment

Where solid waste costs benefit only one customer class, direct assignment to that class of such costs is appropriate.

Proportional Assignment (Revenue Requirement Shares)

This method assigns costs in proportion to the sum of other allocated costs. The rate proposal uses this allocation method to assign costs such as general and administrative costs.

Revenue

Costs which are incurred based on how much revenue is earned are allocated by total revenue. State taxes are an example.

Ad Hoc

Often no single method is appropriate for allocating costs so a combination of other allocation factors is formulated to best fit the type of costs.

4.3 Customer Classes

Solid waste ratepayers are divided into 4 sectors which are divided into 10 total classes. Cost allocation is done at the class level and aggregated up to the sector level and is presented in the results below at the sector level. See Table 4-2 for a breakdown of these classes. Recycling service is available at no additional charge to all customers.

Table 4-2: Solid Waste Customer Classes

Sector	Class
Residential	Curbside (Single-Family, Can/Cart)
	On-Site (Multi-Family, Detached)
	Recycling (Curbside or On-Site)
Commercial	Non-Dropbox (Can/Cart and Detach)
	Dropbox/Rolloff (On-Demand Large Scale Service)
	Recycling (Limited Service)
Organics	Curbside (Yard waste)
	On-Site (Food waste)
Transfer Stations	Garbage
	Organics

Residential Sector

This customer sector consists of garbage and recycling services for all single-family and multi-family households in the City (Organics service is a separate sector discussed below). This sector is further broken down into the following subgroups for rate-setting purposes: Curbside Can/Cart (Single-Family) and On-Site Detached (Multi-Family).

Single-family residences receive weekly curbside garbage collection and bi-weekly recycling collection. Multi-family buildings are generally serviced using dumpsters and are required to have garbage service of sufficient size and collection frequency to meet the needs of the building.

Commercial Sector

This sector covers all non-residential subscribers to garbage collection services. Businesses may subscribe to can, dumpster, or drop box collection services at SPU's commercial rates. SPU offers limited recycling service to small businesses, but for the most part commercial recycling is not part of the City-provided services.

Organics Sector

SPU offers curbside and on-site organics service. Curbside service is regular, weekly pickup of yard waste containers from single family residences and is the most common organic service offered. Weekly on-site collection for multi-family buildings is offered to handle food waste. Food waste is denser and thus more costly to process by volume, so rates for food waste service are higher than those for yard waste. SPU also offers commercial organics service, but the vast majority of this market is served privately.

Recycling and Disposal Station (Self-Haul) Sector

These customers include residences and businesses that bring garbage and recyclable materials (including yard waste and wood waste) to the City's Recycling and Disposal Stations.

4.4 Allocation Results

Table 4-3 shows the percentage of the total revenue requirement allocated to each customer sector, by year, using the allocation factors by cost center presented in Table 4-3.

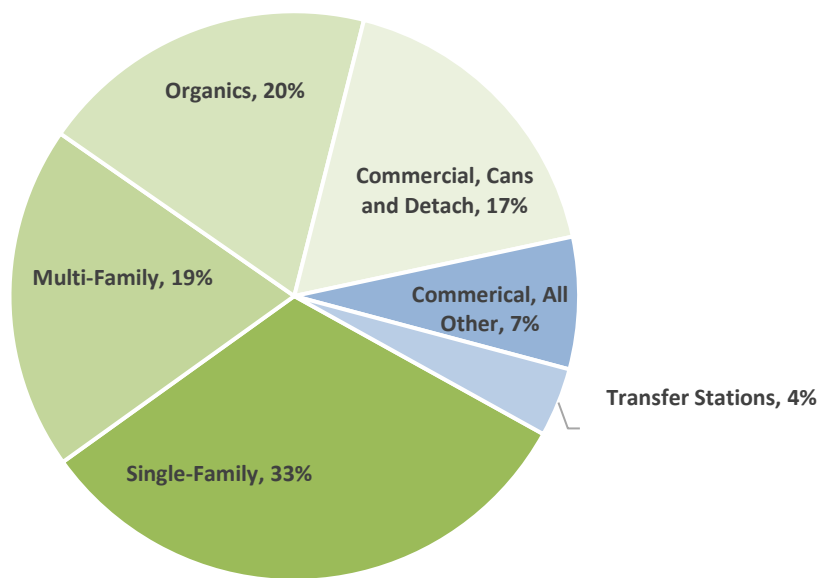
Table 4-3: Cost to Serve Each Customer Sector

Sector/Class	2022	2023	2024	2025
Residential				
Single-Family Curbside Garbage	23.3%	23.1%	22.8%	22.5%
Recycling	8.7%	8.7%	8.9%	9.1%
Single-Family Garbage & Recycling	32.0%	31.8%	31.7%	31.6%
Multi-Family On-Site Garbage	12.3%	11.9%	11.7%	11.5%
Recycling	6.1%	7.4%	7.6%	7.8%
Multi-Family Garbage & Recycling	18.4%	19.3%	19.3%	19.3%
Organics (Single and Multi-Family)	18.2%	18.5%	18.8%	19.0%
Residential Total	68.6%	69.6%	69.8%	70.0%
Commercial				
Cans and Detached	18.7%	17.7%	17.6%	17.5%
Dropbox	8.2%	7.4%	7.4%	7.4%
Commercial Organics	0.4%	1.2%	1.2%	1.3%
Commercial Recycling	<0.1%	0.0%	0.0%	0.0%
Commercial Total	27.3%	26.4%	26.3%	26.2%
Transfer Stations	4.1%	4.0%	4.0%	3.9%

All sectors have a stable allocation of costs throughout the entire rate period which is very similar to that calculated for the 2020-2022 Rate Study.

See Figure 4-1 for a graphical breakdown of Revenue Requirement shares.

Figure 4-1: Allocation of Solid Waste Revenue Requirement (2025)



5. DEMAND

After the revenue requirement is set and those costs have been allocated to specific customer classes, they can be divided by units to get rates. For solid waste, however, units of demand is not a singular number but is instead made up of can subscriptions, account fees, pickup, volume, and tonnage charges, among others. As a result, the demand forecast projects out the demand and resultant revenue for individual rates and rolls them up to the customer class level. Demand also impacts the revenue requirement itself, as demand forecasts form the basis for projected contract expense.

Figure 5-1: Tonnage Forecast

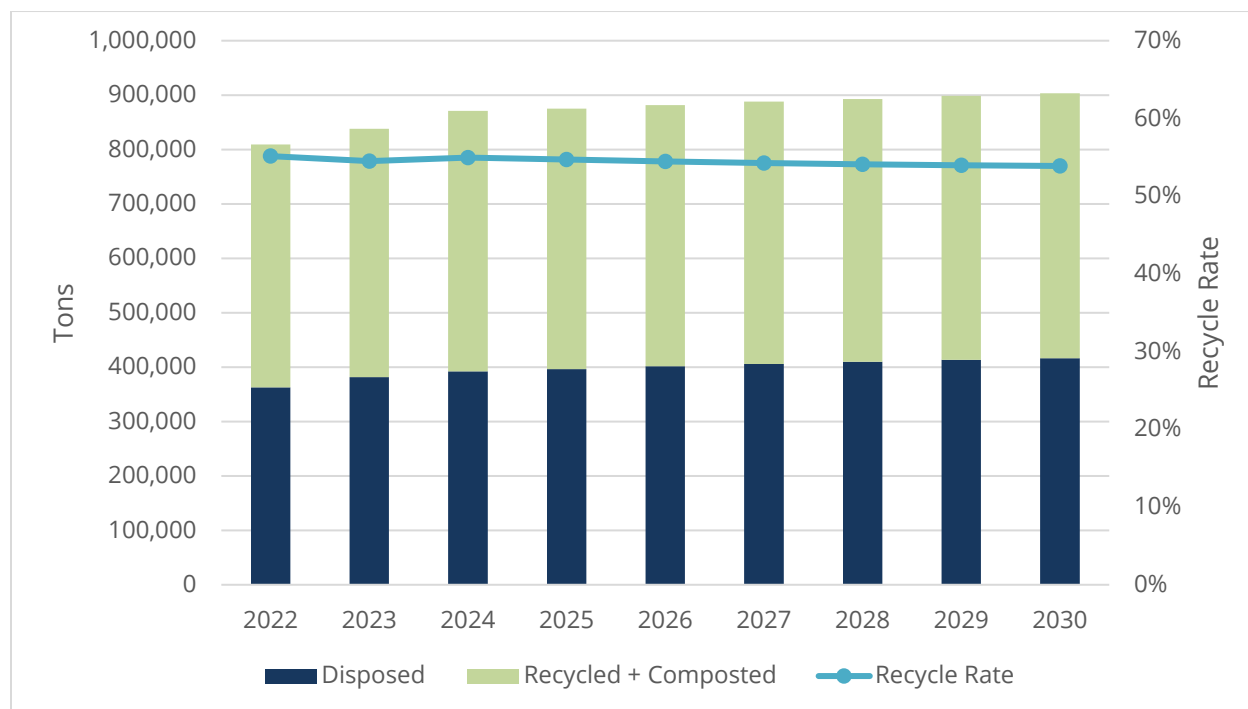
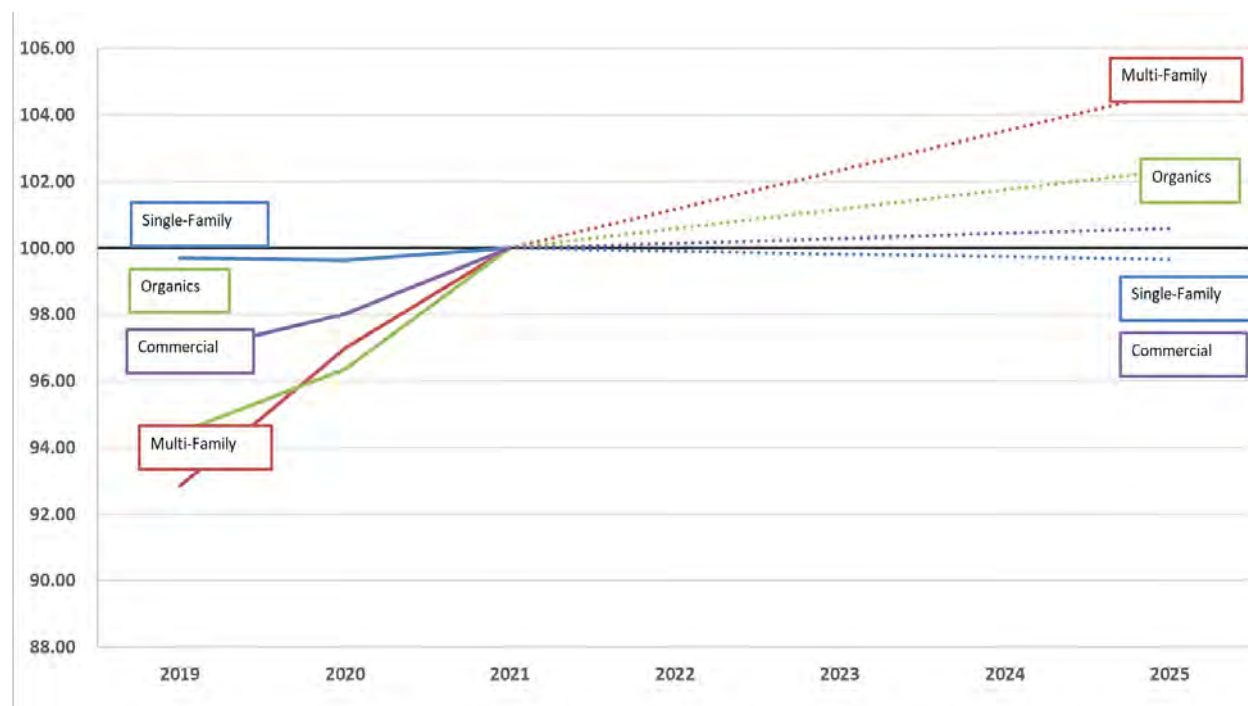


Figure 5-1 shows the current long-term tonnage forecast through 2030 (combined garbage, organics, and recycling). While tonnage is not a driver of revenue, since customers subscribe to solid waste service based on volume, it is an adequate proxy for a general overview of demand. Since 2017, the higher-than-expected tonnages have been a driver behind higher-than-expected revenues and higher-than-expected cash balances in the SWF.

Long-term, tonnage growth is expected to correspond to population growth. Total tonnage is expected to rise 12 percent from 2022-2030 as population grows, with the growth of recycling/organics increasing at a faster rate than garbage.

Figure 5-2: Normalized Solid Waste Volume Index (2021 = 100) by Customer Sector



While overall tonnage is expected to increase slightly during the rate period, there are significant differences among the individual components. Single-family garbage is projected to decline due to conservation and waste reduction with a 0.8 percent reduction in average residential can sizes. Commercial volume has experienced an uptick after pandemic lows but is projected to remain flat as construction activity slows and recovery is gradual. Multi-family volume is expected to increase by five percent and organics by over two percent. While increased organics volumes appear to offset volume declines in the single-family and commercial sectors, it is not an offset in terms of revenue as organics rates per volume are lower than those for garbage by design to encourage diversion. Furthermore, part of the volume decline for these two sectors is diversion to recycling, which is free to the customer. See Table 5-1 for a full breakdown of projected volume and tonnage changes.

As noted in the introduction to this Section, solid waste “demand” encompasses multiple factors. Table 5-1 below presents changes in demand for each customer sector for the primary variables of demand.

Table 5-1: Projected Solid Waste Demand Changes 2022-2025

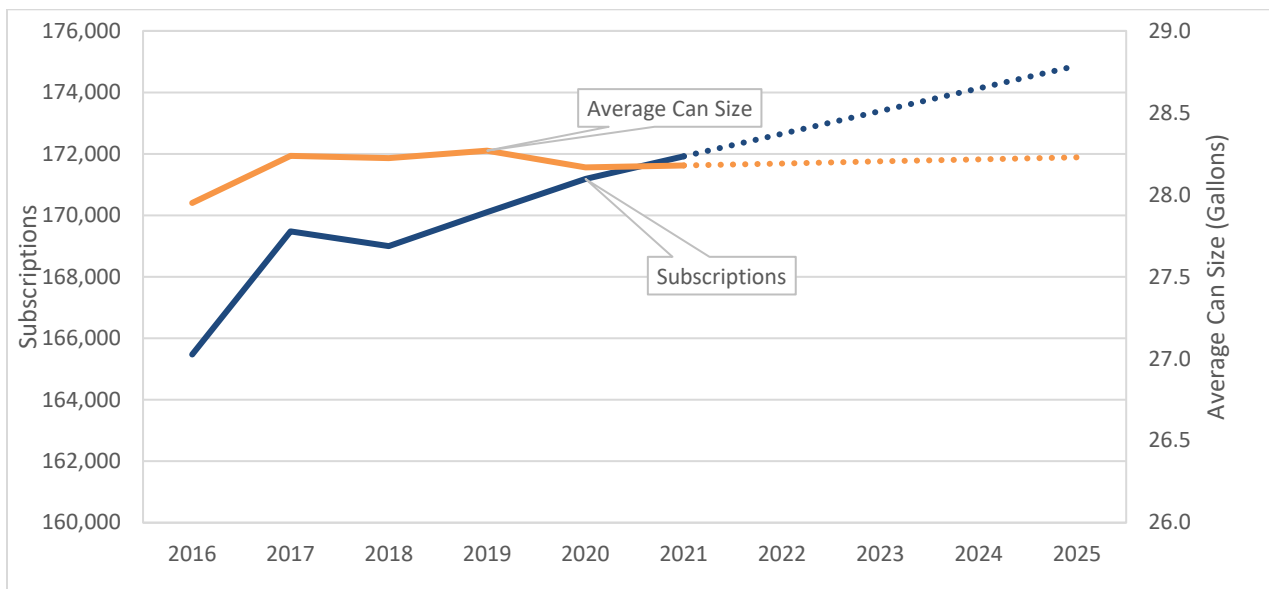
Sector	Customer Count	Volume	Tonnage
Residential Curbside (Single-Family)	1.3%	-0.3%	-0.3%
Residential On-Site (Multi-Family)	3.5%	1.5%	3.6%
Commercial	1.8%	0.4%	3.5%
Organics	4.3%	1.7%	5.6%

A more in-depth explanation of each of these demand sectors follows.

5.1 Residential Curbside (Single-Family)

Single-Family and multi-family buildings are served by regular weekly curbside can or cart collection. Starting in 2014, subscription counts increased for single-family, driven mainly by growth in the region. In 2017, SPU transitioned to a new billing system, which modified the way subscriptions were counted for certain premises. This change led to an increase in number of subscriptions. Service counts slightly declined in 2018 and are projected to stay relatively flat during the proposed rate period. Can sizes have been stable since 2013 and are projected to stay the same through 2022. During the 6-year period from 2013 to 2018 there was a 1.5 percent increase in service counts (adjusted for the billing system change) and a 0.9 percent increase in can sizes. These trends have been consistent with the exception of 2014 which saw a decrease in service counts.

Figure 5-3: Historic and Projected Changes to Curbside Residential Demand



The long-term trend is expected stay relatively flat, with the increase in subscription counts from economic growth being offset by infill development, conservation, and diversion. Infill development both reduces the number of subscriptions by replacing single-family homes with multi-family buildings, and apartments and condominiums also produce less waste than single-family homes. Both factors lower the average can size demanded by customers. Conservation and diversion also decrease can sizes by decreasing the amount of waste produced by all customers, single or multi-family, or diverting it to organics or recycling. Infill development, conservation, and diversion, particularly to organics, are expected to continue to reduce demand for curbside garbage services.

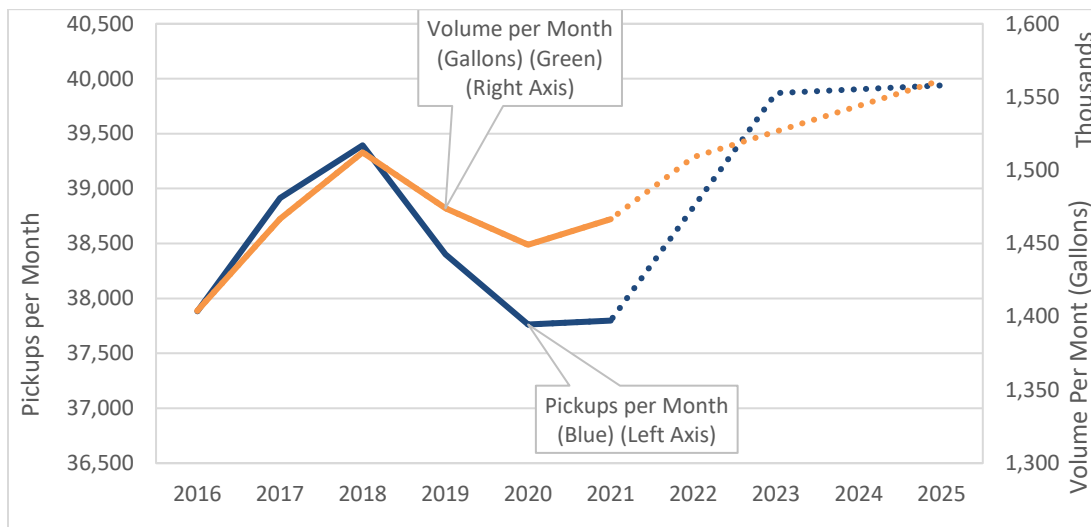
5.2 Residential On-Site (Multi-Family)

Most multi-family buildings in Seattle subscribe to on-site detached (dumpster) service. Detached service customers are charged based on the frequency of pickup and the size of the container according to the following formula:

$$\text{Monthly Rate} = \text{Trip Rate} * \text{Pickups per Month} + \text{Volume Rate} * (\text{Pickups Per Month} * \text{Volume of Container})$$

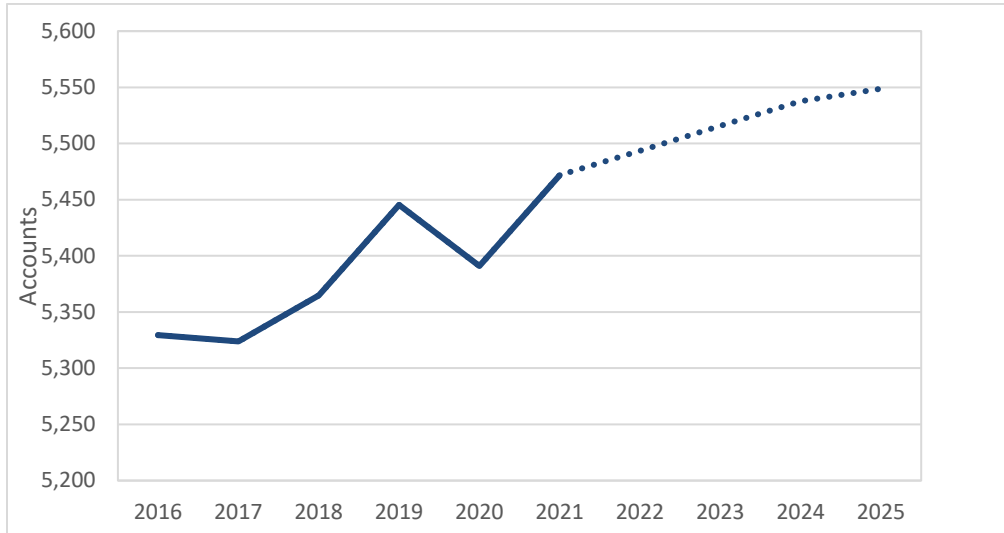
The Trip and Volume Rates are set through this rate study. The demand items to track and forecast are pickups per month and volume demanded. Growth is expected in both categories as construction of multi-family buildings within the City continues to create demand.

Figure 5-4: Historic and Projected Changes to On-Site Residential Demand



The final component of on-site demand is the number of accounts paying the monthly account fee. The account fee generates roughly six percent of total on-site revenue. Accounts are expected to increase slightly, following the historical trend.

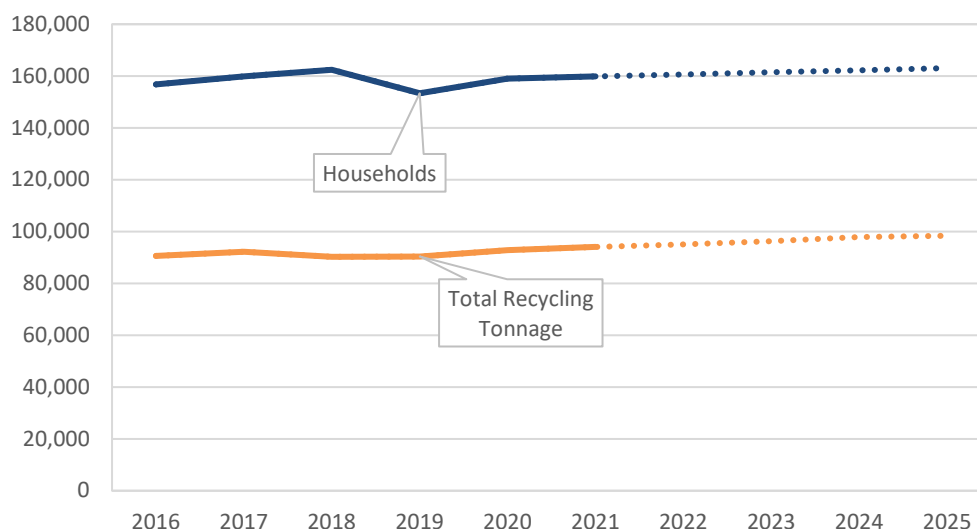
Figure 5-5: Historic and Projected Residential On-Site Accounts



5.3 Recycling

SPU offers bi-weekly curbside recycling pickup for curbside can customers and on-site variable frequency pickup for on-site customers. For the most part, can sizes are set – all curbside customers receive a 96-gallon cart, and all on-site customers receive a recycling cart or detached service that has a total volume of 50 percent of their subscribed garbage volume. Larger volume services are also available. Limited recycling service is also available to small businesses, though small business recycling amounts to less than half a percent of total recycling tonnage. All recycling services are included at no cost with accompanying garbage service.

Figure 5-6: Total Recycling Households and Tonnage



Because there is less customer choice regarding container sizes, recycling is a relatively steady cost center. Customer counts are largely unchanged, and tonnage increases coming out of the recession have been slow and steady.

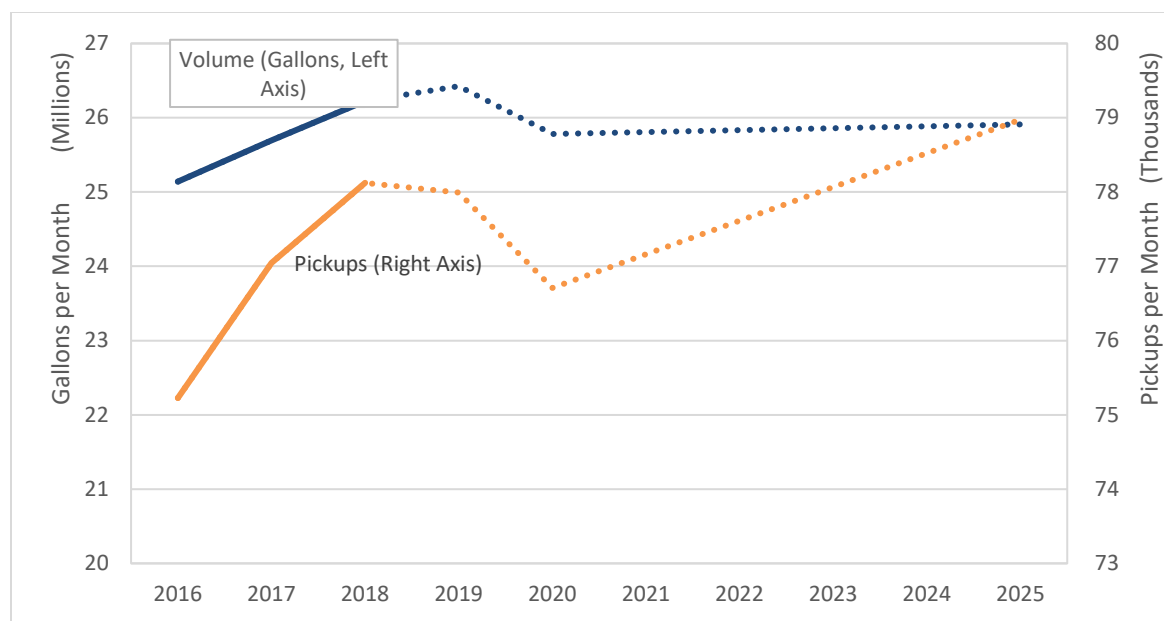
5.4 Commercial

Commercial customers subscribe to one or more options from three types of services: can, detached (dumpsters), or dropbox. Garbage can customers may subscribe to service of any frequency with a charge per pickup based on can size. Detached customers subscribe to service with a charge based on a pickup and volume rate:

$$\text{Monthly Rate} = (\text{Trip Rate} * \text{Pickups per Month}) + (\text{Volume Rate} * \text{Pickups Per Month} * \text{Volume of Container})$$

Lastly, dropbox customers pay an on-demand pickup rate and a tonnage rate.

Figure 5-7: Historic and Projected Commercial Volume and Pickups



Commercial demand is highly correlated to regional economic performance, within the larger long-term context of conservation and diversion. Commercial tonnage has gone through at least three cyclical increases and decreases over the last 25 years within a long-term decline trend. During the pandemic, tonnage fell from 140,000 tons in 2018 to 110,000 tons in 2020. As the economy has recovered, commercial tonnage has somewhat recovered, and commercial volume and pickup subscriptions have increased as well. However, a long-term trend of conservation and diversion is still projected to be the dominant theme in the commercial sector.

Commercial Recycling and Organics

SPU provides limited recycling and organics services to small business. Most recycling and organics services are provided by independent third-party companies. SPU services are offered as a courtesy.

With the implementation of the food waste ban in 2015, commercial organics subscription volumes increased 70 percent 2014 to 2016. Despite this growth, commercial organics is less than one percent of total organics tonnage and will continue to remain a service offered as a courtesy by SPU, with the intention that this industry remains largely in the realm of the private sector. Commercial organics is included under “On-Site Food Waste” in the organics section below.

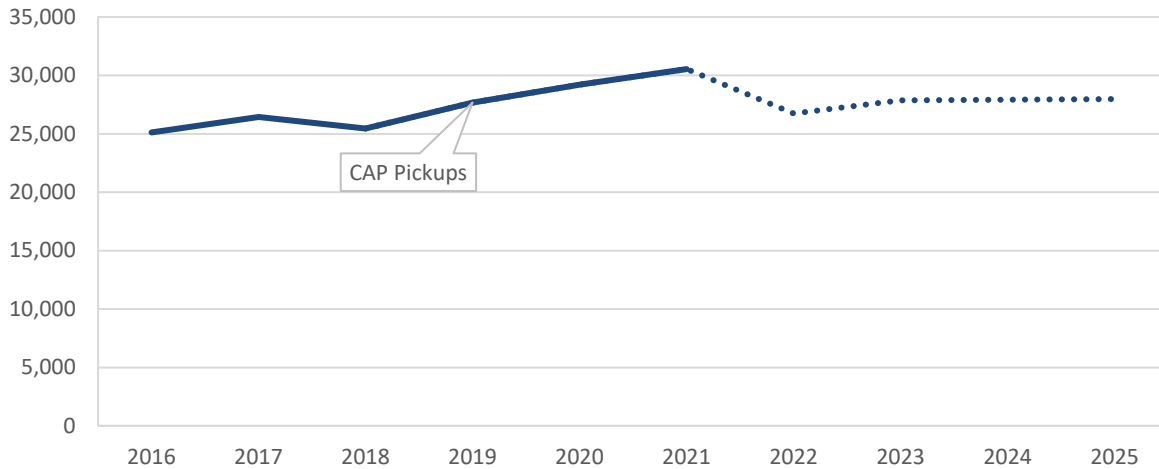
Small businesses in Seattle can also subscribe to limited recycling service, though like organics, this service is largely also private sector. The demand for this service is included under residential recycling. Total commercial recycling tonnage is less than half a percent of total recycling tonnage.

Clear Alleys Program (CAP)

In certain designated areas within the city of Seattle, residents and business are not allowed to keep solid waste containers within the public right-of-way. For customers in these areas who do not have indoor locations for containers, the CAP program offers pre-paid bag service with multiple pickups per day. SPU is not assuming an expansion of CAP-designated areas, only changes in demand for current CAP customers. The CAP program is a small portion of SPU’s services, and provides less than \$200,000 in

revenue per year. SPU is projecting a slow decline in CAP demand, mirroring the general commercial trend.

Figure 5-8: CAP Pickups



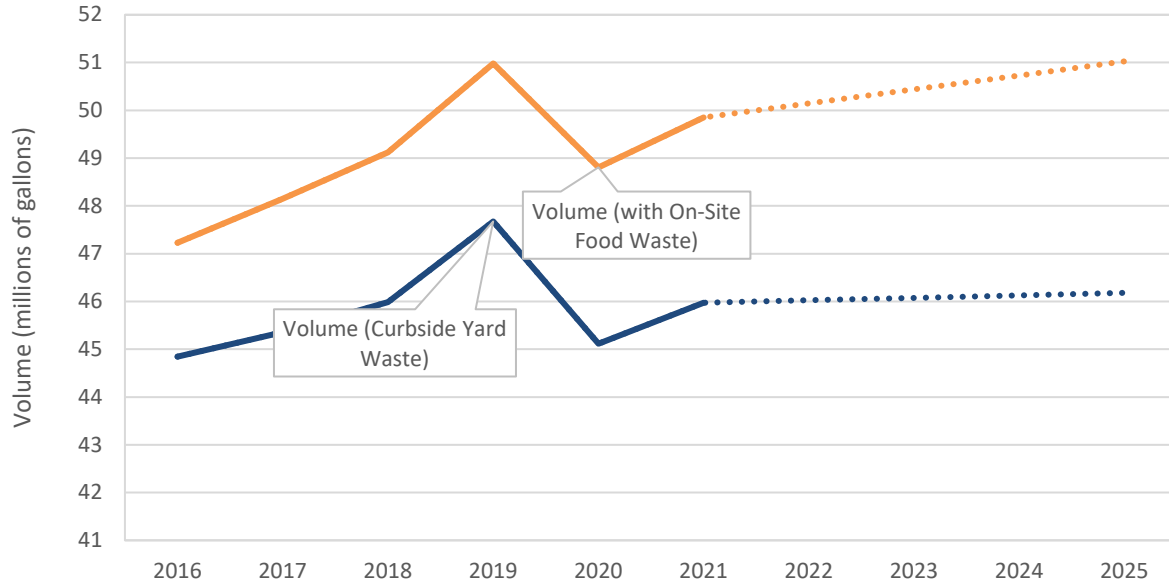
Argo Direct

SPU allows for the delivery of solid waste from third parties directly to the railroad for transport to landfill in Oregon. Usage of this program has declined by more than 60 percent since 2009 and SPU projects 6,000 tons per year (compared to 250,000 total tons) or less delivered to the railhead.

5.5 Organics

Residential curbside and on-site customers subscribe to either curbside or on-site service. Generally, curbside garbage customers subscribe to curbside yard waste service. On-site customers generally subscribe to on-site food waste service. Food waste-specific service is charged at a higher rate because food waste tends to be denser than branches and clippings from yard waste which account for the bulk of curbside customer volumes. Some small commercial customers also subscribe to on-site food waste pickup, and their demand is included in the on-site numbers below but makes up less than one percent of the total.

Figure 5-9: Monthly Organics Volume in Gallons



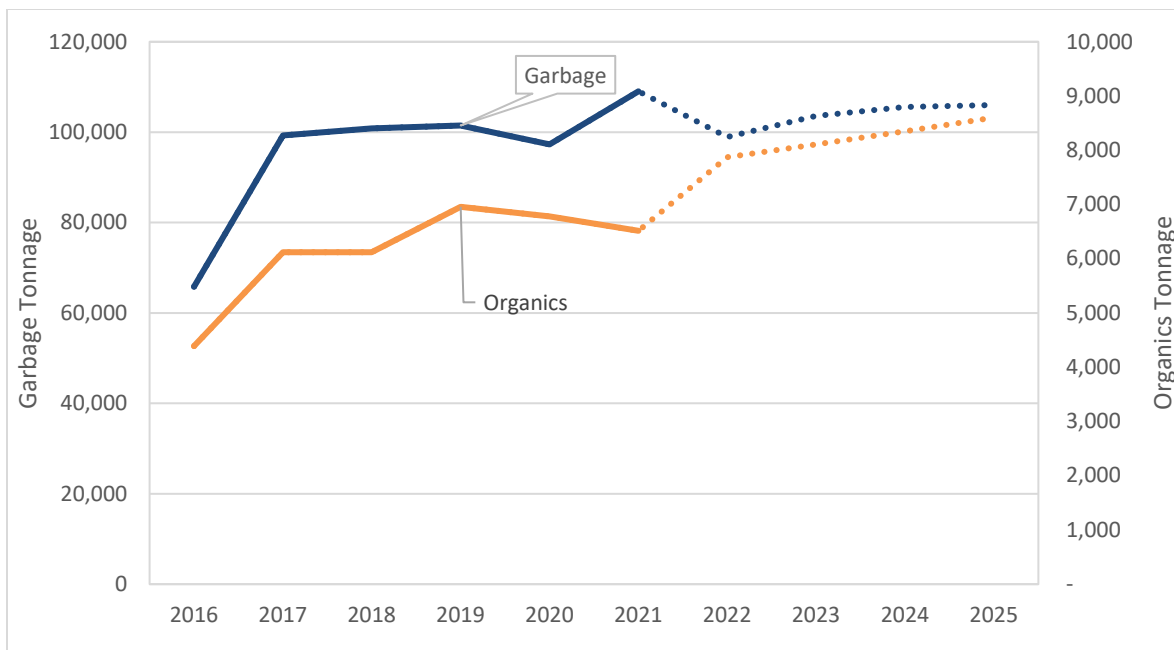
Weekly curbside volume has been declining as customers switch to smaller containers and single-family homes are replaced with multi-family development. These trends are expected to continue, especially as newer homes with smaller yards reduce the need for large yard waste containers. On-site food waste demand has increased with the expansion of multi-family housing and the increased adoption of in-home diversion of food waste away from the garbage. A large increase in organics tonnage was seen following the implementation of the food waste ban in 2015, though there was not an accompanying increase in subscriptions or subscription revenue because food waste tends to be small and dense. Regardless, on-site volume is expected to continue to increase throughout the rate study period.

5.6 Self-Haul

Self-Haul demand is measured in tonnage. Customers at transfer stations currently pay \$157 per ton for garbage and \$119 for organics. There is a 0.2 ton minimum charge. All vehicles visiting the transfer station are weighed and charged for their tonnage. Self-Haul rates are proposed to increase in 2023 for the rate study period.

The reopening of the North Transfer Station at the end of 2016 saw a recovery in tonnage numbers for the utility. Transfer stations saw a slight dip with COVID-19 closures but recovered quickly after reopening. For the rate study period, transfer station tonnages are projected to dip slightly due to recessionary factors and then have flat/slightly increasing growth.

Figure 5-10: Historic and Projected Self-Haul Tonnage



6. RATE DESIGN

Rate design is the last step in the rate-setting process in which the structure and level of the rates for each of the different services and service levels are determined.

Rate design is the point at which non-cost considerations such as rate gradualism, encouraging waste reduction, low-income rate assistance, and other policy issues are factored into the rates. In some cases, these considerations result in deviations from setting rates at their cost of service.

6.1 Rate Design Strategy

The rate study proposes equal increases across residential and commercial rates of 1.5 percent on April 1, 2023; 2.6 percent on April 1, 2024; and 2.6 percent on April 1, 2025. Transfer station rates are proposed to increase 5.1 percent on April 1, 2023 and to remain at that level throughout the proposed rate period.

The following rates would remain unchanged throughout the proposed rate period:

- Zero Can/Vacancy rate: The rate paid for vacant units with no service, and a small number of legacy customers with no garbage service
- Bulky Item Pickups: \$30 charge for appliance pickups, \$20 charge for electronics, and an \$8 additional fee for items with CFCs.
- New Account Charge: \$10 fee assessed on new accounts.

6.2 Residential Curbside (Single-Family) Garbage Rates

The rates charged by SPU for residential garbage can service vary with the garbage service levels to which the customer subscribes. Currently, SPU's variable can rates are structured so that customers' bills increase with the amount of garbage service to which they subscribe. Both single-family and multi-family dwellings can subscribe to variable can service though this service is sometimes synonymous with single-family, while on-site service (See Section 5.3) is synonymous with multi-family.

In addition to covering the cost of garbage collection, transfer, and disposal, residential can rates cover recycling collection and processing costs, part of compost collection and processing costs, and low-income rate assistance. Can rates are shown in Table 6-1. Increasing rates for larger cans provide important price signals to encourage customers to recycle, reduce waste and minimize their can size. A typical single-family customer is reported as a 32-gallon garbage can (and a 96-gallon yard waste cart).

Table 6-1: Residential Curbside (Single-Family) Rates

	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
Extras	\$13.05	\$13.25	\$13.60	\$13.95
Garbage Can/Cart Size				
12 Gallon (Micro)	\$26.45	\$26.85	\$27.55	\$28.25
20 Gallon (Mini)	\$32.40	\$32.90	\$33.75	\$34.65
32 Gallon (Standard)	\$42.15	\$42.80	\$43.90	\$45.05
64 Gallon	\$84.20	\$85.45	\$87.65	\$89.95
96 Gallon	\$126.40	\$128.30	\$131.65	\$135.05

6.3 Residential On-Site (Multi-Family) Garbage Rates

Residential detachable container service is available to apartment buildings with five or more residential units. Detachable rates reflect SPU's contract payment structure and include a flat monthly account fee, a trip rate charged for each container pick-up, and a volume rate (a trip rate that varies with container size):

$$\text{Monthly Rate} = \text{Pickups per Month} * (\text{Trip Rate} + \text{Volume Rate} * \text{Container Size})$$

Dumpster rate components are designed to further encourage dumpster customers to recycle, reduce waste and minimize the number of collections per week and the number of containers. Proposed rates are below:

Table 6-2: Residential On-Site (Multi-Family) Rates

	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
Monthly Account Fee	\$46.35	\$47.05	\$48.25	\$49.50
<u>Detached Rate Components</u>				
Pickup Rate	\$34.70	\$35.20	\$36.10	\$37.05
Uncompacted Volume Rate	\$26.75	\$27.15	\$27.85	\$28.55
Compacted Volume Rate	\$54.30	\$55.10	\$56.55	\$58.00

Compacted rates are higher than un-compacted rates because a compacted container can hold up to five times the garbage of an un-compacted container. Based on SPU data, compacted containers weigh 2.03 times regular containers, on average. Therefore, the volume rate for compacted dumpsters is charged at 2.03 times that of uncompacted container rates.

6.4 Commercial Rates

Commercial rates include container and drop box service for both garbage and organics. Individual rate components may vary from what allocated costs dictate in an effort to further encourage dumpster customers to recycle, reduce waste and minimize the number of collections and containers. Commercial customer rate changes are identical to those for residential customers.

Can

Can service rates are shown in Table 6-3 for weekly pickup, though customers may subscribe to any frequency of pickup which is logistically feasible.

Table 6-3: Commercial Can Rates

	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
On-Site Cans (Weekly Pickup)				

20-Gallon	\$39.19	\$39.75	\$40.80	\$41.85
32-Gallon	\$56.94	\$57.80	\$59.30	\$60.85
64-Gallon	\$111.71	\$113.40	\$116.35	\$119.40
96-Gallon	\$131.20	\$133.15	\$136.60	\$140.15

Detached (Dumpsters)

Detached services include uncompacted and compacted service. The contents of the container are tipped into the collection vehicle and customers are charged for each tip (pick up), regardless of the amount of waste within the container. The formula for commercial detachable rates is the same as for residential customers:

$$\text{Monthly Rate} = \text{Trip Rate} * \text{Pickups per Month} + \text{Volume Rate} * (\text{Pickups Per Month} * \text{Container Size})$$

Table 6-4: Commercial Detached Rates

	2022	2023	2024	2025
	Adopted	Proposed	Proposed	Proposed
Monthly Account Fee	\$31.20	\$31.65	\$32.45	\$33.30
Detached Rates				
Pickup Rate	\$20.30	\$20.60	\$21.15	\$21.70
Uncompacted Volume Rate	\$34.35	\$34.85	\$35.75	\$36.70
Compacted Volume Rate	\$69.75	\$70.80	\$72.65	\$74.55

Drop Box/Rolloff

Drop box service customers are delivered a roll-off container that is then picked up and transferred for disposal through one of the transfer stations. Customers are charged for the delivery of the container, the pick-up of the container, a rental/account fee, and a per ton (disposal) fee for its content. The disposal fee is intended to cover SPU's cost of transfer and disposal, taxes on the tons disposed, and a portion of SPU's administrative costs. Proposed drop box fees can be found in Table 6-5.

Table 6-5: Dropbox Detached Rates

	2022	2023	2024	2025
	Adopted	Proposed	Proposed	Proposed
Monthly Account Fee	\$133.45	\$135.45	\$138.95	\$142.55
Pickup Rate	\$257.65	\$261.50	\$268.30	\$275.30
Tonnage Rate	\$219.76	\$223.05	\$228.85	\$234.80

6.5 Organics Rates

Organics service is divided into curbside and on-site rates. Curbside rates are generally for single-family yard waste customers, while on-site rates are for multi-family and commercial food waste customers. On-site food waste rates are based on commercial garbage can rates, but a 32 percent discount is offered for organics. Detached service is also available at the same pickup and volume rate as detached commercial garbage, but again with a 32 percent discount.

Table 6-6: Organics Rates

	2022	2023	2024	2025
	Adopted	Proposed	Proposed	Proposed
Curbside Yard Waste Weekly (Single-Family)				
20-Gallon (Mini)	\$7.00	\$7.10	\$7.30	\$7.50
32-Gallon	\$10.50	\$10.65	\$10.95	\$11.25
96-Gallon (Standard)	\$13.40	\$13.60	\$13.95	\$14.30
On-Site Food Waste Cans (Multi-Family, Commercial)				
32-Gallon	\$38.72	\$39.30	\$40.30	\$41.35
64-Gallon	\$75.97	\$77.10	\$79.10	\$81.15
96-Gallon	\$89.22	\$90.55	\$92.90	\$95.30

6.6 Transfer Station Rates

Transfer station rate increases are included in the rate proposal. Minimum fee vehicles are charged the 0.20 ton minimum while Per Ton vehicles are weighed and charged for their tonnage.

Table 6-7: Transfer Station Rates

	2022	2023	2024	2025
	Adopted	Proposed	Proposed	Proposed
Garbage				
Minimum	\$33	\$35	\$35	\$35
Per Ton	\$157	\$165	\$165	\$165
Organics				
Minimum	\$23	\$24	\$24	\$24
Per Ton	\$119	\$125	\$125	\$125

6.7 Other Rates

Other rates include ancillary charges including cleaning, locking and unlocking, and secured building entry fees, among others. This category also includes rates which only apply to specific customers such as railhead disposal fees or CAP.

All other rates will increase the same as other rates. Ancillary charges are roughly 3.2 percent of residential garbage revenue and 1.2 percent of commercial revenue, or about \$2.1 million in 2021. A full list of ancillary rates is located in Appendix E Rate Tables.

Railhead Disposal (Argo Direct) Fee

Non-contract commercial waste is brought by private transfer stations to the railhead in south Seattle, where it is placed on a train and taken to the landfill in Arlington, Oregon. Railhead tonnage is not a significant source of revenue and makes up less than one percent of SPU's total tonnage. There is a 25-ton minimum charge.

Table 6-8: Railhead Disposal (Argo Direct) Fee

	2022	2023	2024	2025
	Adopted	Proposed	Proposed	Proposed
Railhead Rate per Ton	\$140.55	\$142.70	\$146.45	\$150.30
Minimum	\$3,513.75	\$3,567.50	\$3,661.25	\$3,757.50

Clear Alley Program (CAP) Bag Rates

Starting in 2009, residential and commercial customers located within areas designated by SPU, and whose containers were located in the right-of-way, were required to subscribe to a pre-paid bag service in lieu of container service. Rates for the service are designed so that customers pay a bill equivalent to detached service customers on a volume basis.

Table 6-9: Clear Alley Program (CAP) Bag Rates

	2022	2023	2024	2025
	Adopted	Proposed	Proposed	Proposed
Garbage Bag Size				
15-Gallon	\$5.55	\$5.65	\$5.80	\$5.95
30-Gallon	\$7.90	\$8.00	\$8.20	\$8.40
Organics Bag Size				
15-Gallon	\$3.75	\$3.80	\$3.90	\$4.00
30-Gallon	\$5.40	\$5.50	\$5.65	\$5.80

7. UTILITY DISCOUNT PROGRAM

Qualified low-income customers receive a 50 percent discount on their solid waste bill or a fixed credit on their Seattle City Light bill (if they do not receive an SPU bill directly). For can customers, the fixed credit is equal to 50 percent of the typical solid waste customer's bill (i.e., 50 percent of the single can rate plus food and yard waste; for apartment dwellers the fixed credit is equal to 50 percent of the average dumpster bill per household). This approach is consistent with the other City utilities.

There is no discount on extra garbage or food and yard waste charges for qualified low-income customers. Extra garbage or food and yard waste is billed at full rates. Low-income rate credits can be found in Table 7-1.

Table 7-1: Proposed UDP Rates and Credits

Customer Type	2022 Adopted	2023 Proposed	2024 Proposed	2025 Proposed
Seattle Public Utilities Discounts				
SPU Customer Discount	50% Discount	50% Discount	50% Discount	50% Discount
Seattle City Light Credits				
Multi-Family Can Customer	\$21.10	\$21.40	\$21.95	\$22.50
Multi-Family Detached Customer	\$17.20	\$17.45	\$17.90	\$18.35
Organics	\$6.80	\$6.90	\$7.10	\$7.30

Utility Low Income Emergency Assistance Program

The Emergency Assistance Program offers eligible low-income customers facing shut off due to delinquent bills an emergency credit of 50 percent off their past-due combined bill, up to a maximum credit of \$477 (in 2022) for wastewater, water, and solid waste bills combined. They are eligible to receive this credit once per calendar year or twice per calendar year if children under the age of 18 live in the household. In 2012 the eligibility requirements were changed from 120 percent of the federal poverty level to 70 percent of state median income leading to increased usage of this service. Annual solid waste charges to this program do not exceed \$200,000 and are not a significant expense to the SWF.

APPENDIX A STATEMENT OF OPERATING RESULTS

The Statement of Operating Results shows all components of the debt service coverage calculations. It does not display non-cash expenses.

Statement of Operating Results (\$ Millions)

	2021	2022	2023	2024	2025	2026
	Actual	Projected	Proposed	Proposed	Proposed	Estimated
Operating Revenue						
Direct Service	151.2	153.4	157.2	161.8	167.0	172.0
Commercial	61.8	63.8	65.1	66.8	68.6	72.0
Other	25.2	23.2	23.6	24.2	24.5	25.8
RSF Withdrawals (Deposits)	-	-	-	-	-	-
Total Operating Revenue	238.3	240.5	245.8	252.8	260.1	269.8
Operating Expenses						
Contracts	111.4	122.8	130.1	137.6	145.5	152.7
Branch O&M	40.6	52.2	53.9	56.5	58.9	61.3
Taxes	31.3	32.5	33.2	33.8	34.5	35.4
Total Operating Expenses	183.3	207.5	217.2	227.8	239.0	249.4
Net Operating Income	55.0	33.0	28.7	24.9	21.1	20.4
Adjustments	30.5	29.9	30.5	30.9	31.6	32.3
Revenue Available for Debt Service						
With Credit for Taxes	85.4	62.9	59.1	55.8	52.7	52.7
Without Credit for Taxes	58.3	34.6	30.4	26.6	22.8	22.0
Annual Debt Service	15.2	14.6	14.6	14.6	14.6	14.6
Debt Service Coverage						
With Credit for Taxes (Target = 1.7)	5.63	4.30	4.04	3.82	3.59	3.60
Without Credit for Taxes (Target = 1.5)	3.84	2.36	2.08	1.82	1.56	1.50

Some totals may not add due to rounding

APPENDIX B STATEMENT OF CASH FLOW

	2021	2022	2023	2024	2025	2026
	Actual	Projected	Proposed	Proposed	Proposed	Estimated
Starting Balance	93.6	125.0	134.1	135.6	134.3	118.0
Additions to Cash						
Operating Revenues	238.3	240.5	245.8	252.8	260.1	269.8
Non-Operating Revenues	1.9	1.6	1.7	1.7	1.7	1.6
Grants	1.5	0.1	0.1	0.1	0.1	0.1
Total Additions to Cash	241.7	242.2	247.7	254.6	261.9	271.5
Deductions from Cash						
Contracts	115.0	122.8	130.1	137.6	145.5	152.7
Branch O&M	38.7	52.2	53.9	56.5	58.9	61.3
Cash Contributions to CIP	6.6	11.0	14.2	13.4	24.6	12.1
Taxes	32.0	32.5	33.2	33.8	34.5	35.4
Debt Service	15.3	14.6	14.6	14.6	14.6	14.6
Adjustments	2.7	-	-	-	-	-
Total Deductions from Cash	210.3	233.1	246.1	255.9	278.2	276.1
Ending Cash Balance	125.0	134.1	135.6	134.3	118.0	113.3

Some totals may not add due to rounding

APPENDIX C COST ALLOCATION

This appendix contains a list of cost centers, budgeted costs for 2023, and an allocation to general customer classes. Some totals may not add due to rounding; table is in thousands of dollars.

Cost Center	Allocation Method	Residential	Commercial	Transfer Station	Total
SPU Branch O&M		23%	22%	31%	23%
Billing	Customer Counts and Trips	5,503	0	0	5,503
Environmental	Garbage Tonnage	626	825	365	1,815
G&A - Contract Management	Management Estimates	4,080	1,360	0	5,440
Transfer Stations - Hauling (All)	Tonnage	316	220	75	611
Transfer Stations - Operations	Tonnage	6,248	4,354	1,475	12,078
G&A - General	Tonnage	19,441	6,423	1,004	26,868
HR	Proportional Assignment	1,251	413	65	1,729
Contract Expense		57%	49%	38%	54%
N000156 Single Family Garbage	Direct Assignment	17,936	-	-	17,936
N000159 Single Family Recycling	Direct Assignment	13,465	-	-	13,465
N000157 Single Family Compost	Direct Assignment	21,311	103	-	21,414
N000156 Multi Family Garbage	Direct Assignment	6,803	-	-	6,803
N000159 Multi Family Recycling	Direct Assignment	11,696	-	-	11,696
N000157 Multi Family Compost	Direct Assignment	675	-	-	676
N000156 Commercial Garbage	Direct Assignment	-	19,350	-	19,350
N000157 Commercial Compost	Direct Assignment	-	1,431	-	1,431
N000159 Commercial Recycling	Direct Assignment	-	59	-	59
N050501 Long-Haul Disposal	Tonnage	5,899	7,773	3,440	17,113
N050107 Garbage Transfer/Processing	Tonnage	-	-	-	-
N050107 Recycling	Tonnage	8,875	-	-	8,875
N050107 Compost	Tonnage	4,722	315	229	5,266
N050201 LHWMP	Volume	3,913	2,134	-	6,047
Taxes		13%	17%	13%	14%
City Utility Tax	Ad-hoc	16,650	7,136	0	23,786
City Tonnage Tax	Tonnage	1,713	2,257	999	4,969
State B&O Tax	Revenue	2,887	1,237	275	4,399
		7%	12%	18%	9%

CIP, Financial Policies, and Non-Rates Revenues	Ad-hoc	12,307	7,626	1,695	21,628
Solid Waste Fund Total	Total in Dollars	166,318	63,018	9,621	238,958
	Class Share of SWF Total	70%	26%	4%	100%

Some totals may not add due to rounding

APPENDIX D DEMAND ANALYSIS

The following is an overview of the demand projection for the major demand categories. Actuals may not match those published elsewhere by SPU.

Customer Class	Rate	2021	2022	2023	2024	2025	2026
		Actual	Projected	Proposed	Proposed	Proposed	Estimated
Residential Curbside Can Pickups	0 Can	651	441	452	463	475	487
	12 Gallon	25,328	26,220	27,112	28,006	28,899	29,791
	20 Gallon	52,567	53,482	54,398	55,316	56,232	57,148
	32 Gallon	81,250	79,940	78,630	77,317	76,007	74,697
	64 Gallon	8,585	8,810	9,035	9,261	9,486	9,711
	96 Gallon	3,541	3,764	3,987	4,210	4,433	4,656
	Total	171,920	172,657	173,614	174,574	175,532	176,490
Residential On-Site Detach	Accounts	5,472	5,494	5,516	5,538	5,549	5,549
	Pickups	37,798	37,833	37,868	37,904	37,939	37,974
	Volume (Cubic Yards)	88,621	89,658	90,695	91,735	92,773	93,810
Commercial Garbage	Accounts	7,937	7,907	7,877	7,847	7,817	7,787
	Pickups	77,163	77,616	78,068	78,522	78,974	79,426
	Volume (Cubic Yards)	101,777	101,924	102,072	102,220	102,367	102,515
	Dropbox Tonnage	3,869	3,822	3,774	3,726	3,679	3,631
Organics Yardwaste Pickups	13 Gallon	37,911	38,612	39,312	40,014	40,715	41,415
	32 Gallon	31,023	33,033	35,043	37,058	39,068	41,078
	96 Gallon	94,634	94,070	93,506	92,941	92,377	91,813
	Total	163,569	165,715	167,861	170,013	172,160	174,306
Organics Food waste Pickups	Pickups	2,158	2,157	2,156	2,155	2,154	2,153
	Volume (Cubic Yards)	13,622	14,465	15,308	16,153	16,996	17,839
Transfer Station Tonnage	Garbage	109,040	98,918	103,616	105,585	106,018	107,014
	Organics	8,799	7,873	8,109	8,353	8,603	8,861

System-wide Tonnage	Garbage	354,952	360,753	367,126	374,710	378,137	382,586
	Organics	112,272	114,616	116,893	119,213	120,384	121,991
	Recycling	94,089	95,093	96,230	97,924	98,373	99,018

Some totals may not add due to rounding

APPENDIX E RATE TABLES

Most solid waste rates are rounded to the nearest nickel.

Customer	Rate	2022	2023	2024	2025
		Adopted	Proposed	Proposed	Proposed
Residential Curbside Can	0 Can	6.85	6.85	6.85	6.85
	12 Gallon	26.45	26.85	27.55	28.25
	20 Gallon	32.40	32.90	33.75	34.65
	32 Gallon	42.15	42.80	43.90	45.05
	64 Gallon	84.20	85.45	87.65	89.95
	96 Gallon	126.40	128.30	131.65	135.05
	Extras	13.05	13.25	13.60	13.95
Residential On-Site Detached	Account Fee	46.35	47.05	48.25	49.50
	Pickup Charge	34.70	35.20	36.10	37.05
	Uncompacted Volume	26.75	27.15	27.85	28.55
	Compacted Volume	54.30	55.10	56.55	58.00
Yard Waste	13 Gallon	7.00	7.10	7.30	7.50
	32 Gallon	10.50	10.65	10.95	11.25
	96 Gallon	13.40	13.60	13.95	14.30
	Extras	6.75	6.85	7.05	7.25
Commercial Cans	20 Gallon	39.19	39.84	40.92	42.00
	32 Gallon	56.94	57.81	59.32	60.84
	64 Gallon	111.71	113.45	116.48	119.51
	96 Gallon	131.20	133.15	136.61	140.08
Commercial Detached	Account Fee	31.20	31.65	32.45	33.30
	Pickup Rate	20.30	20.60	21.15	21.70
	Uncompacted Volume	34.35	34.85	35.75	36.70
	Compacted Volume	69.75	70.80	72.65	74.55
Commercial Dropbox	Account Fee	133.45	135.45	138.95	142.55
	Pickup Rate	257.65	261.50	268.30	275.30

	Tonnage Rate	219.75	223.05	228.85	234.80
<hr/>					
Clear Alley Rates	15 Gallon Garbage Bag	5.55	5.65	5.80	5.95
	30 Gallon Garbage Bag	7.90	8.00	8.20	8.40
	15 Gallon Organics Bag	3.75	3.80	3.90	4.00
	30 Gallon Organics Bag	5.40	5.50	5.65	5.80
<hr/>					
Ancillary Rates	Can/Cart Delivery	32.35	32.85	33.70	34.60
	Dumpster Delivery	38.85	39.45	40.50	41.55
	Small Roll-off Delivery	51.65	52.40	53.75	55.15
	Large Roll-off Delivery	80.95	82.15	84.30	86.50
	Can/Cart Rollout/Reposition	3.30	3.35	3.45	3.55
	Detach Rollout/Reposition	9.55	9.70	9.95	10.20
	Enter Secure Building	6.50	6.60	6.75	6.95
	Dumpster Cleaning	48.55	49.30	50.60	51.90
	Roll-off Cleaning	64.65	65.60	67.30	69.05
	Can/Cart Cleaning	12.90	13.10	13.45	13.80
	Connect/Disconnect	54.95	55.75	57.20	58.70
	Dry Run	113.20	114.90	117.90	120.95
	Truck, Hourly Special	291.10	295.45	303.15	311.05
	Swamper, Hourly Special	96.90	98.35	100.90	103.50
<hr/>					
Misc., Bulky, Etc.	Garbage Curbside Extra	13.05	13.25	13.60	13.95
	Organics Curbside Extra	6.75	6.85	7.05	7.25
	CFCs Charge	8.00	8.00	8.00	8.00
	Electronics	20.00	20.00	20.00	20.00
	Bulky Item/Appliance	30.00	30.00	30.00	30.00
<hr/>					
Transfer Station Rates	Garbage, per Ton	157.00	165.00	165.00	165.00
	Garbage, Minimum Charge	33.00	35.00	35.00	35.00
	Organics, per Ton	119.00	125.00	125.00	125.00
	Organics, Minimum Charge	21.50	24.00	24.00	24.00
	Vehicle Tires	13.00	15.00	15.00	15.00
	Large Appliances	30.00	32.00	32.00	32.00
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September 15, 2022

MEMORANDUM

To: Transportation and Seattle Public Utilities Committee
From: Brian Goodnight, Analyst
Subject: Council Bill 120410: 2023–2025 Solid Waste Rates

On September 20, 2022, the Transportation and Seattle Public Utilities Committee will continue its consideration of [Council Bill \(CB\) 120410](#) that would establish Seattle Public Utilities' (SPU's) solid waste rates for 2023–2025. SPU briefed the committee on the proposed bill at the committee's September 6, 2022, meeting (see the [September 6 SPU presentation](#) for more details). This memorandum provides relevant background information, describes the proposed rate increases and compares them to the rates adopted in the 2021–2026 Strategic Business Plan, and summarizes the impact to customers.

Background

SPU operates three distinct utilities: drainage and wastewater, water, and solid waste, which is the subject of the proposed legislation. The solid waste system provides for the collection, processing, and disposal of garbage, recyclables, and organics from residents and businesses within the city. Contractors provide collection services and deliver the garbage and organics to SPU transfer stations, where SPU staff facilitates the transfer of the materials to either a disposal site or to organics processing facilities. Collection contractors deliver recyclables directly to a recycling facility in SODO for processing. SPU's solid waste utility also oversees the City's Clean City program, partners with King County on hazardous waste disposal, and maintains and rehabilitates historic landfill sites.

The Council typically considers rate-setting legislation for one of SPU's three utilities each year, with rates being set for a three-year period. The most recent update to solid waste rates occurred in November 2019, via [Ordinance 125985](#), which established rates for 2020–2022.

The Council also typically adopts an updated Strategic Business Plan (SBP) for SPU every three years. The SBP process is an opportunity for SPU to re-evaluate its priorities and project its operating and capital program requirements for the following six years for all three of its utilities. The updates also offer the Council an opportunity to determine whether it agrees with SPU's proposed direction and rate path or wants to make adjustments.

In May 2021, Council adopted [Resolution 32000](#), an updated SBP covering 2021–2026. The updated SBP contained a new mission and vision for SPU, identified the department's focus areas, described its long-term goals and short-term strategies, and specified a three-year rate path (2021 to 2023) and a three-year rate forecast (2024 to 2026). Table 1 shows the adopted rate path and rate forecast contained in the SBP.

Table 1. SBP Rate Path (2021–2023) and Rate Forecast (2024–2026)

Line of Business	2021	2022	2023	2024	2025	2026	6-Year Avg
Water	0.0%	2.7%	4.7%	3.6%	4.2%	5.5%	3.4%
Wastewater	7.3%	3.1%	5.9%	0.5%	7.8%	3.6%	4.7%
Drainage	7.4%	8.6%	7.2%	3.9%	6.5%	6.7%	6.7%
Solid Waste	2.9%	2.9%	2.2%	2.3%	2.1%	2.1%	2.4%
Combined:	4.5%	3.9%	5.0%	2.2%	5.4%	4.2%	4.2%

Note: The cells shaded in blue show rate increases that the Council had already adopted legislatively, with the exception of the 0.0% Water rate for 2021 which was a continuation of the 2020 adopted rates.

Proposed 2023–2025 Rates and SBP Comparison

CB 120410 would establish solid waste rates for the 2023–2025 period, including collection rates for residential and commercial garbage and organics service, special service fees and charges (e.g., extra bundle charges), and transfer station rates for self-haul customers. The bill would also revise the low-income assistance credits for qualifying customers. Recycling service costs are covered by garbage rates rather than being assessed separately, and therefore there are no recycling rates to adjust with this bill. The proposed solid waste rate increases for 2023–2025 are shown in Table 2, alongside an updated forecast for 2026 and the endorsed rate increases from the SBP.

Table 2. Comparison of Proposed Solid Waste Rates vs SBP

	Adopted		Proposed			Forecast	6-Year Avg
	2021	2022	2023	2024	2025	2026	
Proposed Rates	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
SBP	2.9%	2.9%	2.2%	2.3%	2.1%	2.1%	2.4%

Note: The proposed legislation would only establish rates for 2023–2025. The forecasted rate for 2026 is included for reference purposes only.

As shown in Table 2, the proposed solid waste rate increase is lower than the rate endorsed in the SBP for 2023, even with the SBP rate for 2024, and higher than the SBP rate for 2025. Overall, including the updated forecast for 2026, the six-year average rate increase would be 2.5 percent, one-tenth of one percentage point higher than the 2.4 percent six-year average endorsed in the SBP.

The variations between the SBP rates and the proposed rates are the result of SPU staff performing a detailed solid waste rate study (attached as [Exhibit A](#) to the Summary and Fiscal Note) that determines the solid waste system revenue requirement for the studied time period, updates the demand forecast for services, and ensures that the department’s financial policies for the Solid Waste Fund are met. For this rate study period, the proposed rates are particularly impacted by increasing residential demand and decreasing commercial demand, higher contract expenses due to increasing demand and high inflation estimates, and increasing capital program expenditures.

A few additional notable elements of the rate study are:

- Unlike the rates for residential and commercial collection which are proposed to increase every year, the proposed transfer station rates would only increase once during the three-year period. SPU is proposing to increase the transfer station rates by 5.1 percent in 2023 and forgo additional increases in 2024 and 2025. This modification was suggested by solid waste operations staff in SPU as a way to simplify the administration of rates by transfer station staff and also to reduce transfer station customer confusion.
- The binding financial policy constraint for solid waste rates continues to be debt service coverage, which has been the binding constraint since 2015. This policy evaluates the amount of revenue available for making debt service payments and is important to maintain to preserve the Solid Waste Fund's bond rating.
- The rate study projects that the Solid Waste Fund will have an operating cash balance of approximately \$118 million by the end of the rate study period in 2025. The adopted financial policy is for SPU to maintain a cash balance sufficient to cover at least 20 days of contract expense, but for the last seven years the department has met a more conservative internal target of having a cash balance sufficient to cover 45 days of operating expense. For 2023, this internal target will be approximately \$27 million. A portion of the projected cash balance is attributable to delayed capital projects that will occur in future years. SPU is also considering other possible uses for the remaining cash balance in excess of its financial target, including the possibility of paying down outstanding debt obligations.
- Consistent with the previous rate study and solid waste rate setting cycle, SPU is proposing to fund its entire solid waste capital program with cash rather than issuing additional debt. This is possible given the amount of revenues projected to be raised in order to meet financial policies and the available cash on hand. Total capital spending planned for the rate period is \$52 million.

Overall, the proposed solid waste rates would increase Solid Waste Fund revenues by approximately \$5.4 million in 2023 (relative to 2022), approximately \$6.9 million in 2024 (relative to 2023), and approximately \$7.3 million in 2025 (relative to 2024). Due to the City's imposition of a utility tax on solid waste revenues, the City's General Fund would receive additional revenues totaling approximately \$5.3 million during the three-year period.

Customer Impact

Table 3 shows the impact of the proposed solid waste rate increases on the monthly bills for a typical single-family residential customer, a multi-family residential customer such as an apartment building, and a commercial customer such as a coffee shop or medium-sized restaurant. The table also shows the impact to self-haul customers disposing of garbage at transfer stations. The information for this table is drawn from Table 1-1 of SPU's solid waste rate study.

Please note that the annual percentage increases shown in the table for each customer type do not match the overall proposed rate increases shown in Table 2 (Page 2). The overall proposed rate increases are influenced by an April 1 effective date for the rates (resulting in the revised rates only applying for a portion of each calendar year) and by the relative impact that each customer type has on the solid waste system's costs.

Table 3. Impact of Proposed Rate Increases to Customers

	2022	2023	2024	2025
Single-Family Residential ^a	\$55.55	\$56.40	\$57.85	\$59.35
<i>\$ Change from Prior Year</i>	--	\$0.85	\$1.45	\$1.50
<i>% Change from Prior Year</i>	--	1.5%	2.6%	2.6%
Multi-Family Residential ^b	\$433.19	\$439.73	\$451.16	\$463.02
<i>\$ Change from Prior Year</i>	--	\$6.54	\$11.43	\$11.86
<i>% Change from Prior Year</i>	--	1.5%	2.6%	2.6%
Commercial ^c	\$572.85	\$581.09	\$596.02	\$611.59
<i>\$ Change from Prior Year</i>	--	\$8.24	\$14.93	\$15.57
<i>% Change from Prior Year</i>	--	1.4%	2.6%	2.6%
Self-Haul ^d	\$157.00	\$165.00	\$165.00	\$165.00
<i>\$ Change from Prior Year</i>	--	\$8.00	--	--
<i>% Change from Prior Year</i>	--	5.1%	--	--

a – 32-gallon garbage, 96-gallon yard waste, 96-gallon recycling

b – Typical 15-unit building, including 2-cubic yard detached garbage, 96-gallon food waste, 2-cubic yard recycling

c – Typical busy coffee shop or medium-sized restaurant: 3-cubic yard detached garbage, optional recycling

d – Amounts shown are costs per ton

Next Steps

If the Committee recommends passage of the legislation to the Council on September 20, then the Council could take final action on CB 120410 as soon as September 27.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director

Solid Waste Fund Rate Study Proposal

September 6th, 2022

Topics / Agenda

- Rate Path Preview
- Seattle's Solid Waste System
- Solid Waste Proposed Rates for 2023-2025
- Next Steps

2021-2026 Overall Rate Path Comparison

Adopted SBP	2021	2022	2023	2024	2025	2026	2021-26
Water	0.0%	2.7%	4.7%	3.6%	4.2%	5.5%	3.4%
Wastewater	7.3%	3.1%	5.9%	0.5%	7.8%	3.6%	4.7%
Drainage	7.4%	8.6%	7.2%	3.9%	6.5%	6.7%	6.7%
Solid Waste	2.9%	2.9%	2.2%	2.3%	2.1%	2.1%	2.4%
Combined	4.5%	3.9%	5.0%	2.2%	5.4%	4.2%	4.2%

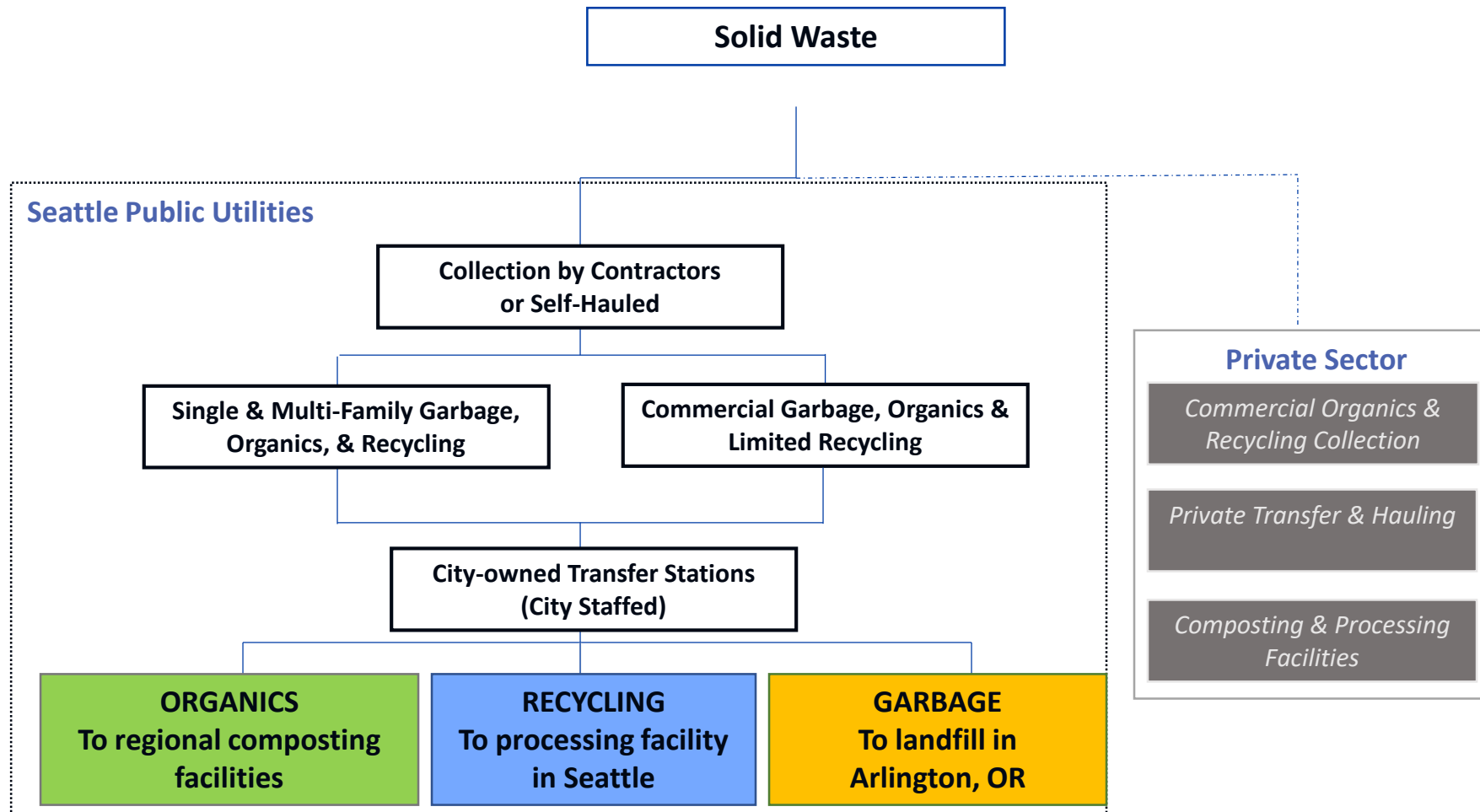
Current Proposal*	2021	2022	2023	2024	2025	2026	2021-26
Water	0.0%	2.6%	3.6%	3.0%	4.2%	4.2%	2.9%
Wastewater	7.3%	2.0%	4.8%	3.8%	3.6%	6.3%	4.6%
Drainage	7.4%	6.1%	6.1%	6.1%	3.3%	8.8%	6.3%
Solid Waste	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
Combined	4.5%	3.1%	4.0%	3.6%	3.4%	5.3%	4.0%

*Includes SW Rate Study, KC Treatment Rate, 2023 Proposed Budget

2023-2025 Solid Waste Rates - Detail

	2021	2022	2023	2024	2025	2026	2021-26
SOLID WASTE RATE PATH IN SBP	2.9%	2.9%	2.2%	2.3%	2.1%	2.1%	2.4%
SOLID WASTE RATE STUDY PROPOSAL	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
Solid Waste Collection Service	2.9%	2.9%	1.5%	2.6%	2.6%	2.2%	
Solid Waste Transfer Stations	2.9%	2.9%	5.1%	0.0%	0.0%	0.0%	

Solid Waste System



2021 Solid Waste Customers

Residential Can

168,637



Multi-Family

5,310

Commercial

8,164



Solid Waste System – Processing & Disposal

Recycling

- Collection contractors haul recycling directly to Republic Services facility in Seattle



Organics

- Delivered to SPU transfer stations, then transported to processing facilities

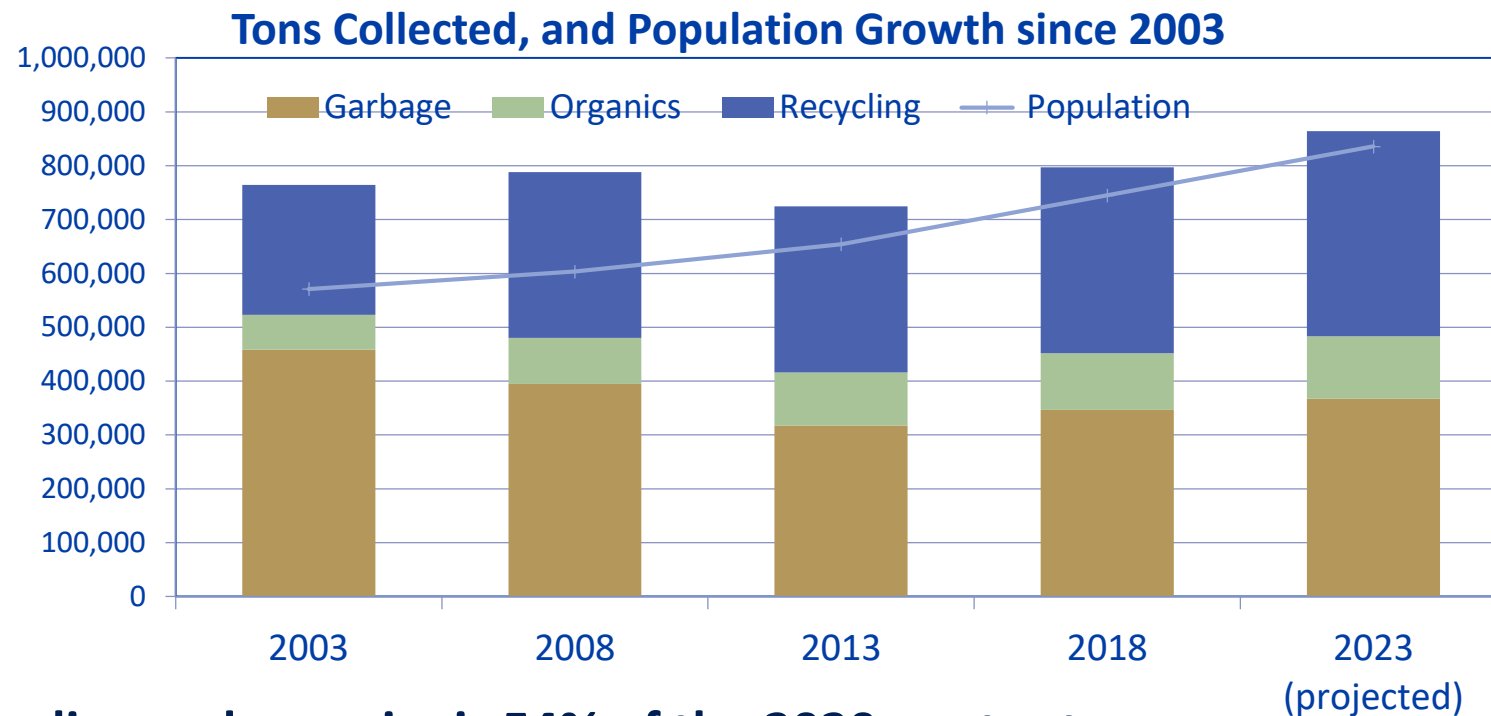


Garbage

- Delivered to SPU transfer stations, then transported to railhead by SPU
- Waste Management disposes of garbage at their landfill in Oregon



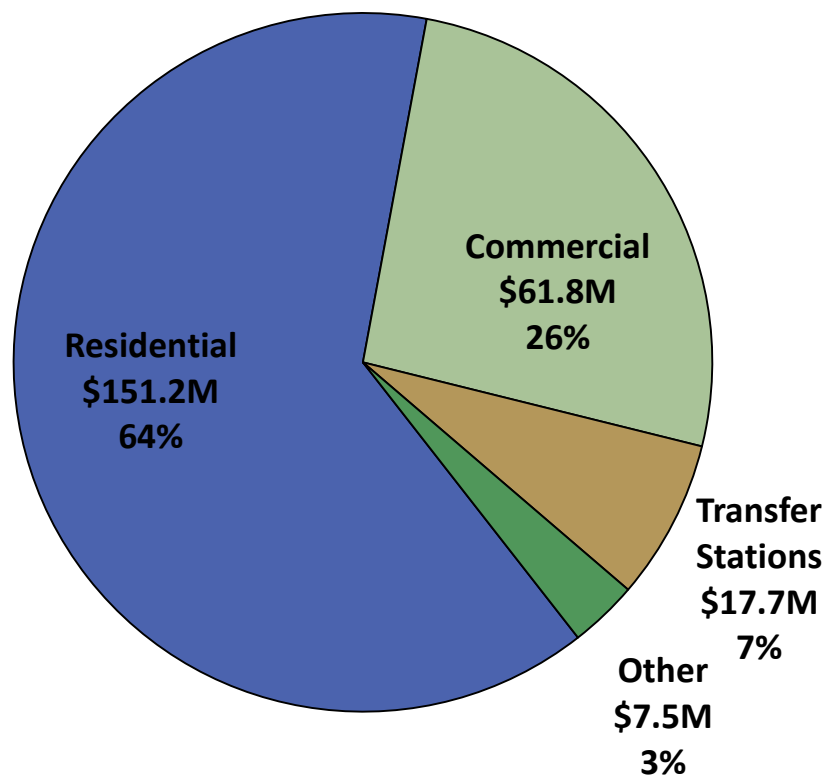
Solid Waste System - Tonnage



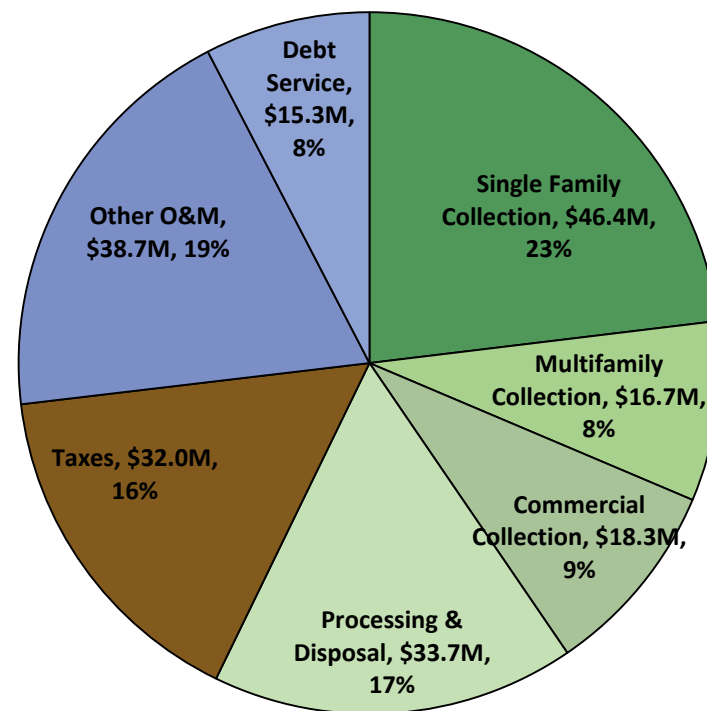
- Recycling and organics is 54% of the 2020 waste stream
- Continued demand for organics and recycling going forward
- The overall waste generation rate, which includes garbage, recycling, and composting, dropped by 6% over the previous year

2021 Solid Waste Revenue & Expenses

Revenue



Expenses

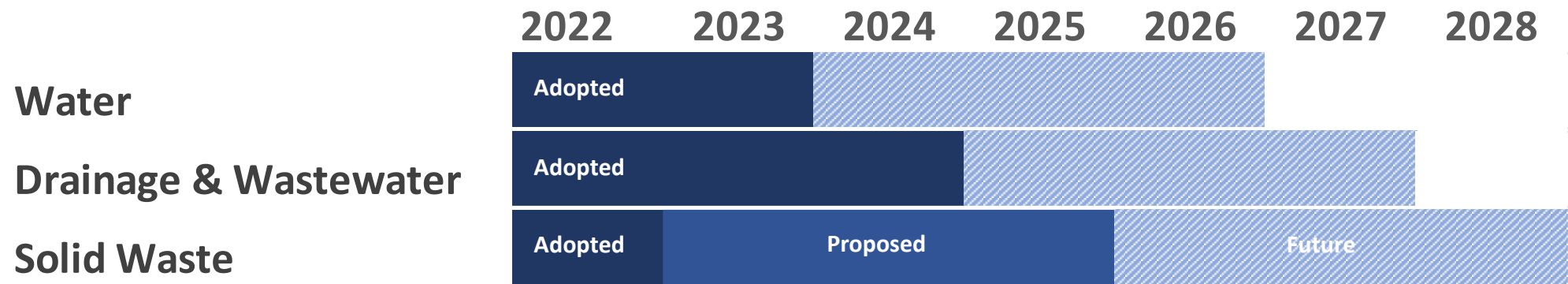


Solid Waste Financial Policies

Parameter	Solid Waste Fund	2021 Actuals
Net Income	Generally Positive	\$36.4M
Debt Service Coverage (Adopted)	At least 1.70 times 1.50 times (less taxes)	5.63 3.84
Year-End Cash Balance (Adopted)	At least 20 days contract expense (\$6M)	397 days
Year-End Cash Balance (Internal)	At least 45 days operating cash (\$23M)	246 days
Cash Financing of CIP	Greater of 10% CIP or \$3.6 million	\$6.5M

SPU Rates Schedule

Rates are typically set for a three-year period:



2023-2025 Solid Waste Rates

	2021	2022	2023	2024	2025	2026	2021-26
SOLID WASTE	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
Solid Waste Collection Service	2.9%	2.9%	1.5%	2.6%	2.6%	2.2%	
Solid Waste Transfer Stations	2.9%	2.9%	5.1%	0.0%	0.0%	0.0%	
CURRENT PROPOSAL*	2021	2022	2023	2024	2025	2026	2021-26
Water	0.0%	2.6%	3.6%	3.0%	4.2%	4.2%	2.9%
Wastewater	7.3%	2.0%	4.8%	3.8%	3.6%	6.3%	4.6%
Drainage	7.4%	6.1%	6.1%	6.1%	3.3%	8.8%	6.3%
Solid Waste	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
Combined	4.5%	3.1%	4.0%	3.6%	3.4%	5.3%	4.0%

*Includes SW Rate Study, KC Treatment Rate, 2023 Proposed Budget

Customer Bill - Impact

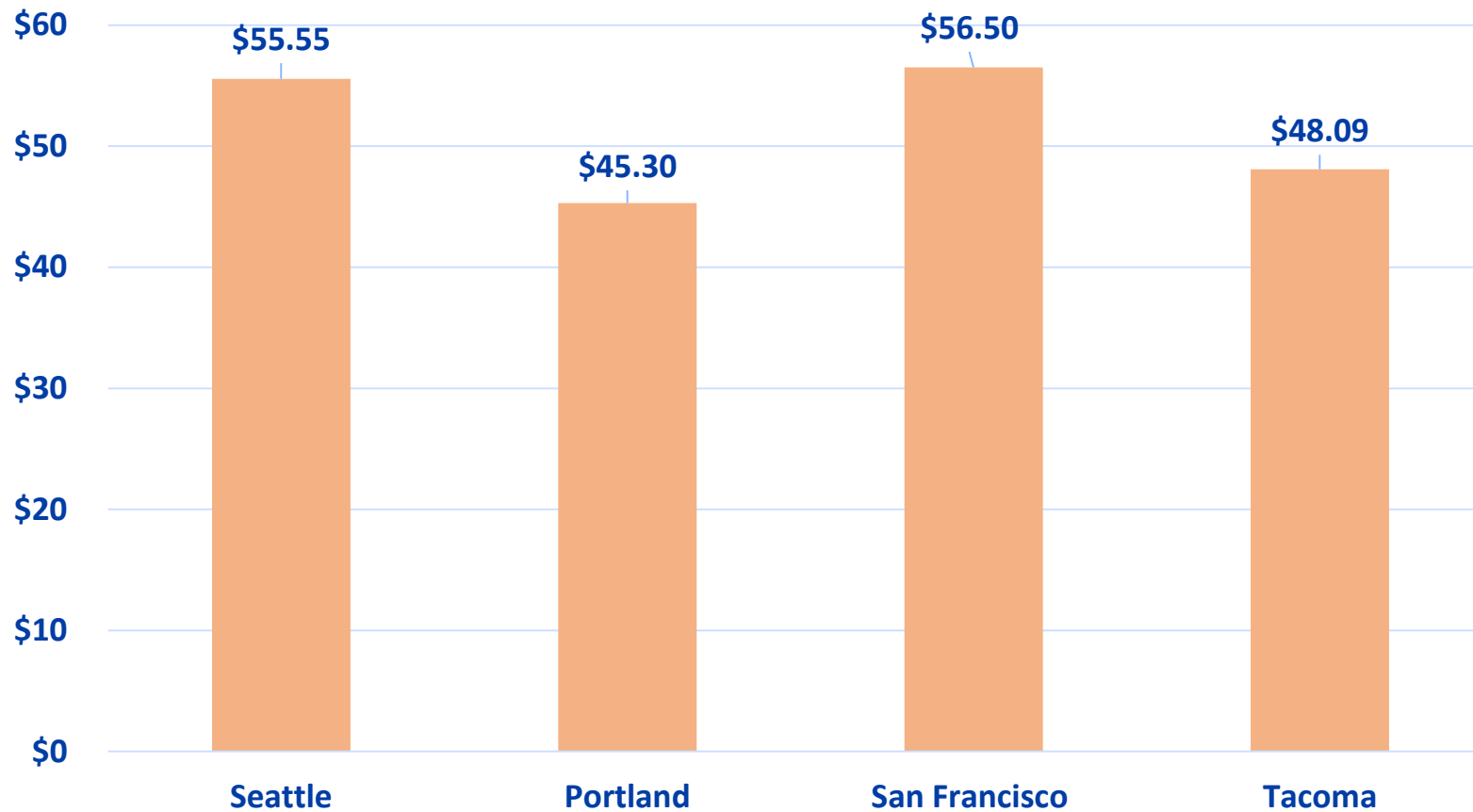
Typical Monthly Bills are projected to be lower than SBP

Typical Residential Bill

<u>SBP</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Solid Waste	\$55	\$56	\$58	\$59	\$60	\$61
Combined	\$222	\$231	\$243	\$249	\$262	\$274
<u>Proposed</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Solid Waste	\$55	\$56	\$57	\$59	\$60	\$61
Combined	\$212	\$222	\$229	\$239	\$247	\$258
Decrease	\$10	\$9	\$14	\$10	\$15	\$16

Typical Bill Comparison

2022 Solid Waste Typical Monthly Bill



- Seattle offers the most comprehensive portfolio of SW services in region -- including collection, transfer, processing, and disposal
- SPU owns and operates its own transfer stations
- Portland does not have transfer stations.

Next Steps

- **September 20: T&SPU Committee consideration and possible vote**
- **September 27: Full Council consideration and possible vote**
- **April 1, 2023: Solid Waste Rates effective**



Legislation Text

File #: CB 120417, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to drainage services of Seattle Public Utilities; adjusting drainage rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.33.030 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income drainage customers.

WHEREAS, Seattle Public Utilities' drainage rates are based on the sum of the treatment rate and system rate

and are designed to pass through the drainage share of King County and other external treatment

providers' charges to Seattle Public Utilities for wastewater treatment services; and

WHEREAS, the King County Council is contractually required to adopt a new wastewater treatment on an

annual basis by June 30; and

WHEREAS, Seattle Public Utilities is contractually required to pay treatment rates adopted by the King County

Council and other external treatment providers; and

WHEREAS, drainage credits for qualified low-income customers, not billed directly by Seattle Public Utilities,

are based on typical residential bills, and credits for such customers need to be revised to reflect the

changes in the drainage rates; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection 21.33.030.D of the Seattle Municipal Code, which section was last amended by Ordinance 126432, is amended as follows:

21.33.030 Drainage services charges and drainage rates - Schedule - Exemptions

* * *

D. Drainage rates used in the calculation of drainage service charges shall be the sum of the treatment rate and the system rate, as follows:

1. Treatment rate. The “treatment rate” shall be the rate required to pay the drainage share of “treatment cost” which is the cost of wastewater treatment, interception and disposal service as paid to external treatment providers by the Department, and any taxes incurred on treatment rate revenue, and any other associated costs necessary to meet Drainage and Wastewater Fund policies. The treatment rate shall be ~~((the amount obtained when (a) the projected drainage treatment cost for each rate category is divided by (b) the projected number of billing units in each rate category and the result is multiplied by 1.189507 in 2022, 1.190301 in 2023, and 1.190379 in 2024 to cover the costs of taxes, low income rate assistance, and other allowances. The projected treatment cost shall be the treatment cost anticipated for the upcoming calendar year, which may include an adjustment to reflect the difference, whether positive or negative, between the drainage share of expected total treatment cost for the current year and the total drainage service charge revenues attributable to the treatment rate expected for the current year.))~~ adjusted for utility discount program credits or any other revenue-reducing credits. The treatment rate ~~((is designed to pass through cost changes driven by King County and))~~ may be adjusted ~~((by ordinance))~~ at any time in response to such charges.

If an external treatment provider implements new rates for wastewater treatment or related services, the updated treatment contract cost under the new rates for the subsequent 12-month period shall be compared with the Department’s cost assumption used in the adopted revenue requirement for the same time period. If the calculated difference for the rate year is \$500,000 greater than what was adopted, then it will be deemed material and passed through in rates. Treatment rates in all rate schedules will be adjusted upwards or downwards by a consistent amount such that the identified material cost difference, including taxes and Utility Discount Program expense, is collected from or credited to customers over the subsequent 12-month period from the onset of the rate adjustment.

2. System rate. The “system rate” shall be the rate required to fund the expense associated with

operating, maintaining, and constructing the City's surface and stormwater management system, including any share of combined sanitary and stormwater system expense assigned to drainage.

3. Annual drainage treatment rates and dates effective are as follows:

For small residential parcels, per parcel:

Small Residential Parcels	Jan 1, 2021	Jan 1, 2022	((Jan 1, 2023	Jan 1, 2024))
Under 2,000 sq. ft.	\$10.97	\$12.83	(((\$12.83	\$12.83))
2,000-2,999 sq. ft.	\$21.36	\$22.45	(((\$22.45	\$22.45))
3,000-4,999 sq. ft.	\$30.16	\$31.47	(((\$31.47	\$31.47))
5,000-7,999 sq. ft.	\$41.00	\$43.00	(((\$43.00	\$43.00))
8,000-9,999 sq. ft.	\$52.09	\$54.43	(((\$54.43	\$54.43))

For general service and large residential parcels, per 1,000 sq. ft.:

	Jan 1, 2021	Jan 1, 2022	((Jan 1, 2023	Jan 1, 2024))
Undeveloped (0% to 15% impervious)	\$3.44	\$3.65	(((\$3.65	\$3.65))
Undeveloped (Low Impact)	\$2.02	\$2.09	(((\$2.09	\$2.09))
Light (16% to 35% impervious)	\$5.19	\$5.44	(((\$5.44	\$5.44))
Light (Low Impact)	\$4.02	\$4.22	(((\$4.22	\$4.22))
Moderate (36% to 65% impervious)	\$7.34	\$7.74	(((\$7.74	\$7.74))
Moderate (Low Impact)	\$5.82	\$6.24	(((\$6.24	\$6.24))
Heavy (66% to 85% impervious)	\$9.75	\$10.25	(((\$10.25	\$10.25))
Very Heavy (86% to 100% impervious)	\$11.62	\$12.23	(((\$12.23	\$12.23))

4. Annual drainage system rates are as follows:

For small residential parcels, per parcel:

	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
Under 2,000 sq. ft.	\$184.60	\$191.38	\$202.85	\$215.11
2,000-2,999 sq. ft.	\$299.22	\$314.68	\$333.50	\$353.65
3,000-4,999 sq. ft.	\$415.09	\$434.44	\$460.41	\$488.24

5,000-7,999 sq. ft	\$558.94	\$589.67	\$624.92	\$662.69
8,000-9,999 sq. ft.	\$705.60	\$743.56	\$788.00	\$835.63

For general service and large residential parcels, per 1,000 sq. ft.:

	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
Undeveloped (0% to 15% impervious)	\$46.05	\$50.03	\$53.03	\$56.23
Undeveloped (Low Impact)	\$27.43	\$29.02	\$30.75	\$32.61
Light (16% to 35% impervious)	\$68.73	\$74.22	\$78.65	\$83.40
Light (Low Impact)	\$53.85	\$57.70	\$61.15	\$64.85
Moderate (36% to 65% impervious)	\$97.81	\$105.13	\$111.41	\$118.14
Moderate (Low Impact)	\$79.18	\$84.96	\$90.03	\$95.47
Heavy (66% to 85% impervious)	\$129.42	\$138.87	\$147.17	\$156.07
Very Heavy (86% to 100% impervious)	\$154.49	\$165.60	\$175.49	\$186.10

5. SPU shall provide a ten percent reduction in the drainage service charge for parcels containing new or remodeled commercial buildings that, after July 27, 2003, install and utilize rainwater harvesting systems that meet the performance requirement that the systems are sized to use the amount of rain that falls on the roofs of such buildings during a one year, 24-hour storm event. A system that involves indoor uses of rainwater must be permitted by Seattle-King County Department of Health to qualify for the rate reduction. A system that relies solely on the capture and indoor use of rainwater shall qualify for the drainage service charge reduction only if the system is sized to meet the performance requirement stated above. Qualifying for the drainage service charge reduction does not relieve the property owner from the obligation to comply with applicable stormwater and drainage code requirements for the buildings and site.

6. Effective November 7, 2008, open space properties or parcels shall be charged only for the area of impervious surface and at the rate under which the parcel is classified using the total parcel acreage.

* * *

Section 2. Subsection 21.76.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126434, is amended as follows:

21.76.040 Rate discounts

A. Drainage, wastewater, and water. Certified customers will receive rate discounts (or credits) in the following amounts:

1. Wastewater. Certified customers billed directly for Seattle Public Utilities wastewater services will receive a rate discount equal to 0.5 times the total current wastewater volume charge. Certified customers who pay for wastewater services indirectly through rent shall receive the following rate credits based on dwelling type and consistent with Section 21.76.050:

	Effective Jan 1, 2021	Effective Jan 1, 2022	Effective Jan 1, 2023	Effective Jan 1, 2024
Single-Family	\$35.85	\$36.57	\$36.57	\$36.57
Duplex	\$35.85	\$36.57	\$36.57	\$36.57
Multifamily	\$25.01	\$25.52	\$25.52	\$25.52

At the time of a change to the wastewater volume charge described in Section 21.28.040, the Director of Seattle Public Utilities shall calculate new credits for certified customers who pay for wastewater services indirectly through rent. The rate credit for single-family and duplex customers shall be 0.5 times the wastewater volume charge multiplied by 430 cubic feet (4.3 CCF), which is typical single-family residential sewer billed consumption. The rate credit for multifamily dwelling customers shall be 0.5 times the wastewater volume charge multiplied by 3.0 CCF, which is typical multifamily sewer billed consumption.

2. Drainage. Certified customers residing inside The City of Seattle shall receive the following rate credits for drainage services based on dwelling type:

	((Effective Jan 1, 2021	Effective Jan 1, 2022	Effective Jan 1, 2023	Effective Jan 1, 2024
Single-Family	\$25.00	\$26.36	\$27.83	\$29.40
Duplex	\$12.50	\$13.18	\$13.92	\$14.70
Multifamily	\$2.68	\$2.82	\$2.98	\$3.15))

Single-Family	One half of one-twelfth of the annual drainage rate for small residential parcels 5,000 - 7,999 square feet as described in subsection 21.33.030.D
Duplex	50% of the single-family rate credit
Multi-Family	10.7% of the single-family rate credit

3. Water. Certified customers billed directly for Seattle Public Utilities water services shall receive a rate discount equal to 0.5 times the total current commodity and base service charges. Certified customers who pay for water services indirectly through their rent shall receive the following rate credits based on dwelling type and consistent with Section 21.76.050:

Effective date	Single-family and duplex dwellings	Multifamily dwellings
January 1, 2017	\$20.56 per month	\$12.38 per month
January 1, 2018	\$21.15 per month	\$12.38 per month
January 1, 2019	\$21.86 per month	\$12.38 per month
January 1, 2020	\$22.85 per month	\$12.50 per month

* * *

Section 3. This ordinance does not affect any existing right acquired or liability or obligation incurred under the sections amended or repealed in this ordinance or under any rule or order adopted under those sections, nor does it affect any proceeding instituted under those sections.

Section 4. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 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.

_____, City Clerk

(Seal)

Attachments:

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Vas Duggirala/3-7153	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 drainage services of Seattle Public Utilities; adjusting drainage rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.33.030 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income drainage customers.

Summary and Background of the Legislation: Over 99 percent of Seattle’s sewage is conveyed and treated by King County. Pursuant to the City’s contract with King County, the County Council is required to annually set a treatment rate that is passed on to agencies, such as SPU, to recover the cost of sewage treatment. Payment is remitted to the County monthly. This treatment rate must be incorporated into SPU’s drainage and wastewater customer billing. However, the Seattle City Council has no authority over the County’s treatment rate.

This legislation streamlines the process of treatment rate adjustments by making them automatic. A similar mechanism is used for Seattle City Light’s Bonneville Power Administration rate adjustment. Currently, adjustments to incorporate the treatment rate outside the three- year system rate cycle for both drainage and wastewater are accomplished through periodic mid-term ‘passthrough’ legislation.

This ordinance would revise the treatment rate adoption mechanism for Seattle’s drainage rates. Wastewater rates are covered by a companion ordinance. These ordinances would allow SPU to set drainage and wastewater rates to reflect the adopted King County sewage treatment obligation, as well as associated taxes, utility discount program credits, and long-term debt service coverage and cash balance requirements driven largely by capital financing needs. All rate increases, broken out by system and treatment rates, would be published on the SPU website. Ratepayers’ property tax bills will include the total calculated drainage bill amount inclusive of the system and treatment rate portions of the drainage rate.

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?

Several City departments incur drainage costs. The drainage fees for these departments will increase commensurate with future treatment rate increases allowed through this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, the Department of Neighborhoods, the Seattle Department of Transportation, the Seattle Fire Department, the Department of Finance and Administrative Services, the Department of Parks and Recreation, the Seattle Police Department, Seattle Public Utilities, and the Seattle Public Library.

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

The proposed legislation would increase clerical and financial efficiency of recovering treatment expenses. Not implementing the proposed legislation would continue the status quo.

4. OTHER IMPLICATIONS

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

Several City departments incur drainage costs. The drainage fees for these departments will increase commensurate with future treatment rate increases allowed through this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, the Department of Neighborhoods, the Seattle Department of Transportation, the Seattle Fire Department, the Department of Finance and Administrative Services, the Department of Parks and Recreation, the Seattle Police Department, Seattle Public Utilities, and the Seattle Public Library.

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

No

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

This legislation includes increases to the Utility Discount Program to provide rate relief to low-income residents.

f. Climate Change Implications

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

No

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

NA

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

NA

Summary Attachments:

Drainage and Wastewater Fund Automatic Treatment Rate Passthrough

September 20th, 2022

Agenda

Purpose: The proposed legislation would remove the need for legislation to update King County changes to treatment rates.

- Proposed legislation
- SPU drainage and wastewater system
- King County treatment costs
- Next steps

SPU Wastewater & Drainage Passthrough

Current Practice:

- King County Council approves new wholesale treatment rates, SPU calculates new treatment rates, then:
 - **In rate study years**, treatment costs are incorporated into the rates via the rate study legislative process
 - **In years outside the rate-study cycle** new rates are approved through a stand-alone ordinance process

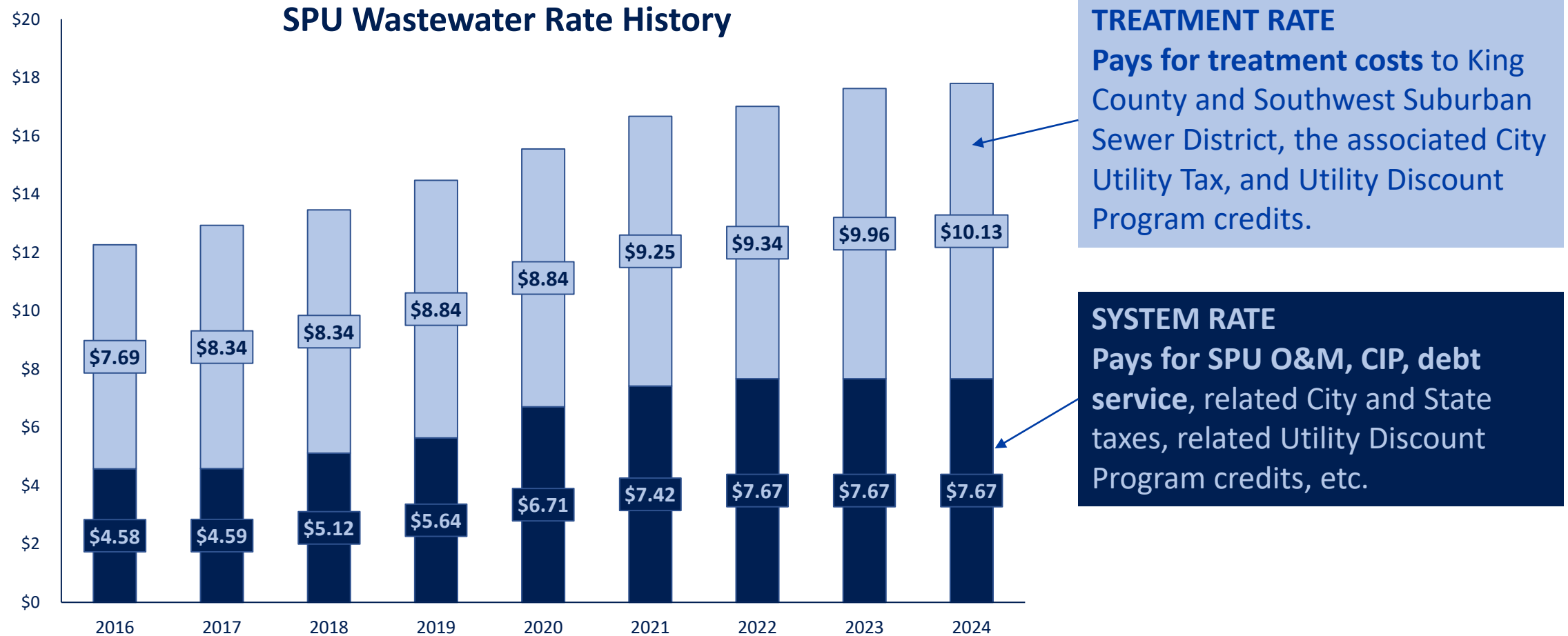
Proposal:

- As the King County Council adopts new wholesale rates, these rates are automatically incorporated into SPU rates via this new mechanism, bypassing the stand-alone administrative legislative process, as applicable

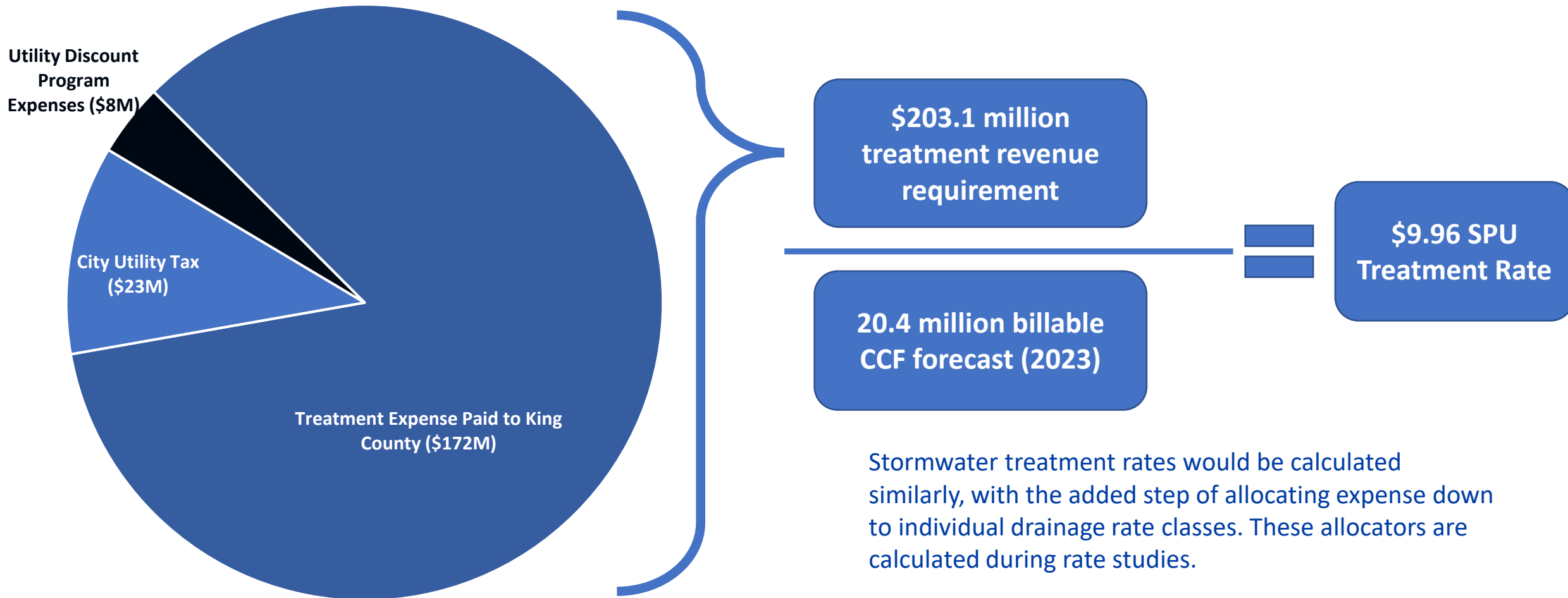
Automatic Passthrough Advantages

- ✓ Seattle City Council would retain authority over rates
- ✓ Helps SPU manage financial risk
- ✓ Streamlines and creates efficiencies for annual King County treatment rate update process
- ✓ In line with our contractual obligations to King County and is consistent with how other municipalities approach charge
- ✓ Aligns with Seattle City Light automatic BPA rate passthrough process
- ✓ SPU would continue to submit regular rate studies and Strategic Business Plan updates

SPU Wastewater & Drainage Rate Structure

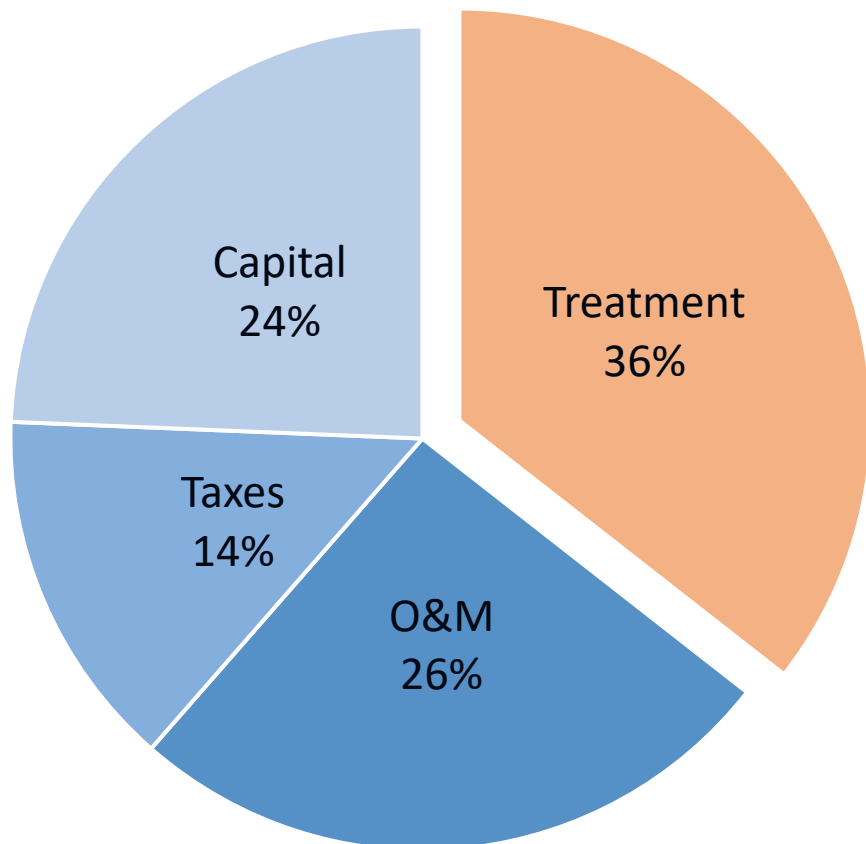


Calculation Methodology - Wastewater



Total Expenditures

2021 DWF Expenditures



- Seattle contracts with King County for sewage treatment (since the 1960s)
- King County Council annually adopts a treatment rate that is passed on to local sewer agencies
 - We have opportunity to provide input on the King County rate at various forums
- Approval is in alignment with our contractual obligations to King County

*A small (<1%) of treatment expense is paid to Southwest Suburban Sewer District.
These costs are not included in this presentation for simplicity but will be included in calculations*

SPU Rate Path Assumption

- SPU's adopted 2021-2026 Strategic Business Plan includes a King County provided treatment rate assumption of **4.0%** for 2023.
- In 2022, King County approved an increase of **1.75%** to their original 2023 assumption, thereby impacting SPU rates.
- SPU will need to transmit legislation to account for this external rate increase **to 5.75%** for King County treatment rates. This rate increase translates to approximately \$3 million.

SPU Rate Path

Current Proposal*	2021	2022	2023	2024	2025	2026	2021-26
Water	0.0%	2.6%	3.6%	3.0%	4.2%	4.2%	2.9%
Wastewater	7.3%	2.0%	4.8%	3.8%	3.6%	6.3%	4.6%
Drainage	7.4%	6.1%	6.1%	6.1%	3.3%	8.8%	6.3%
Solid Waste	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
Combined	4.5%	3.1%	4.0%	3.6%	3.4%	5.3%	4.0%

*Includes SW Rate Study, KC Treatment Rate, 2023 Proposed Budget

Next Steps

- **September 20:** T&SPU Committee consideration and possible vote
- **October 2022:** If proposal isn't adopted, SPU will submit stand-alone treatment rate legislation consistent with past practice

September 16, 2022

MEMORANDUM

To: Transportation and Seattle Public Utilities Committee
From: Brian Goodnight, Analyst
Subject: CB 120417: Automatic Wastewater Treatment Rate Pass-Through

On September 20, 2022, the Transportation and Seattle Public Utilities Committee will consider and possibly vote on [Council Bill \(CB\) 120417](#) related to the automatic pass-through of treatment rates from external wastewater treatment providers. This bill relates to the drainage system, and a second bill is needed to make similar policy changes for the wastewater system. Unfortunately, due to an error in the drafting of the original wastewater bill's title ([CB 120418](#)), a replacement bill had to be drafted (CB 120421) but was not ready in time to make the committee's September 20 agenda.

This memorandum provides relevant background information on drainage and wastewater rates and summarizes the proposal to modify the process for handling wastewater treatment rate changes.

Background

The Council typically considers rate-setting legislation for one of SPU's three utilities each year, with rates being set for a three-year period. The subject of this legislation is the drainage and wastewater utility, and the Council most recently updated drainage and wastewater rates for the 2022–2024 period in September 2021, via [Ordinance 126432](#) for drainage and [Ordinance 126433](#) for wastewater.

Drainage and wastewater rates work in tandem to provide SPU sufficient revenue to manage the stormwater and wastewater collection and treatment systems. The systems are physically interconnected in parts of the city through combined pipes that handle both stormwater and wastewater. Most of the collected wastewater and some of the collected stormwater then flow to King County's wastewater treatment facilities for treatment before being released into Puget Sound.

The City has a long-term contract with King County for the treatment of wastewater, and the charge for this service is the largest operating expense for the Drainage and Wastewater Fund. Both the drainage rates and the wastewater rates are impacted by these treatment charges, which are commonly referred to as "pass-through" charges due to the City's inability to directly influence their amount. Historically, King County approved revised treatment rates on a biennial basis. If the County revised the treatment rates in a year where the Council was not already scheduled to consider drainage and wastewater rate legislation, SPU would transmit standalone legislation to the Council to incorporate the County's revised treatment rates and pass-through the charges to SPU ratepayers. Council most recently approved this type of

wastewater treatment pass-through in November 2020 via [Ordinance 126215](#) (drainage) and [Ordinance 126216](#) (wastewater).

Proposed Legislation

King County has recently modified its approach to instituting treatment rate increases, switching from a biennial to an annual cycle. This change will result in smoother growth of drainage and wastewater rates, but will also increase the administrative burden for the City by having to process standalone treatment rate pass-through legislation more frequently.

CB 120417 would modify the process for handling County revisions to wastewater treatment rates by allowing SPU to incorporate treatment rate changes without legislative approval, thus mitigating the administrative burden resulting from the County's change in process. Drainage rates are made up of two components: a treatment rate and a system rate. The proposed legislation would remove the specific treatment rates from the Seattle Municipal Code and replace them with a provision stating that the treatment rate shall be the rate required to pay the drainage share of the wastewater treatment cost that is paid to external treatment providers. (The treatment rate for drainage also incorporates SPU's tax liability on the treatment rate revenue and utility discount program credits.)

Additionally, the proposed legislation sets a threshold amount of \$500,000 for determining whether a change to the wastewater treatment rate is material and should be passed through to customers via rates. If the changes are deemed to be material, SPU will adjust the treatment rate component of drainage rates to ensure that the modified charges are collected from or credited to customers over a 12-month period from the onset of the rate adjustment.

The proposed process is similar to the process that Seattle City Light uses to account for revised power and transmission rates from the Bonneville Power Administration ([SMC 21.49.081](#)).

Lastly, wastewater rates are composed of the same treatment rate and system rate components as the drainage rates, and a similar policy change is necessary to implement the automatic pass-through of treatment rates for the wastewater system. CB 120421 would make these changes for the wastewater system.

Next Steps

If the Committee recommends passage of the legislation to the Council on September 20, then the Council could take final action on CB 120417 as soon as September 27.

The companion bill for the wastewater system, CB 120421, is scheduled to appear on the September 20 Introduction and Referral Calendar to be referred to the full City Council for consideration on September 27.

cc: Esther Handy, Director
Aly Pennucci, Deputy Director



Legislation Text

File #: Inf 2130, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to wastewater services of Seattle Public Utilities; adjusting wastewater rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.28.040 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income wastewater customers.

..body

WHEREAS, Seattle Public Utilities' wastewater rates are based on the sum of the treatment rate and system rate and the treatment rate is designed to pass through the wastewater share of King County and other external treatment providers' charges to Seattle Public Utilities for wastewater treatment services; and

WHEREAS, the King County Council is contractually required to adopt a new wastewater treatment on an annual basis by June 30; and

WHEREAS, Seattle Public Utilities is contractually required to pay treatment rates adopted by the King County Council and other external treatment providers; and

WHEREAS, wastewater credits for qualified low-income customers, not billed directly by Seattle Public Utilities, are based on typical residential bills, and credits for such customers need to be revised to reflect the changes in the drainage rates; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection 21.28.040.B of the Seattle Municipal Code, which section was last amended by Ordinance 126433, is amended as follows:

21.28.040 Wastewater volume charge

* * *

B. The wastewater volume rate shall be the sum of the treatment rate and the system rate, as follows:

1. Treatment rate. The "treatment rate" shall be the rate required to pay the wastewater share of "treatment cost," which is the cost of wastewater treatment, interception and disposal services as paid to external treatment providers by the Department, any taxes incurred on treatment rate revenue, and any other associated costs required to meet Drainage and Wastewater Fund financial policies. The treatment rate shall be ~~((the amount obtained when (a) the projected wastewater treatment cost is divided by (b) the projected billed wastewater consumption, each for the next calendar year, and the result is multiplied by 1.180797 in 2022, 1.184033 in 2023, and 1.184530 in 2024 and thereafter to cover the costs of taxes and low-income rate assistance. The projected treatment cost shall be the treatment cost anticipated for the upcoming calendar year, which may include an adjustment to reflect the difference, whether positive or negative, between the total expected treatment cost for the current year and the total wastewater volume charge revenues attributable to the treatment rate expected for the current year.))~~ adjusted for utility discount program credits or any other revenue-reducing credits. The treatment rate ~~((is designed to pass through cost changes driven by King County and))~~ may be adjusted ~~((by ordinance))~~ at any time in response to ~~((such charges))~~ changes in the rates charged by external treatment providers.

If an external treatment provider implements new rates for wastewater treatment or related services, the updated treatment contract cost under the new rates for the subsequent 12-month period shall be compared with the Department's cost assumption used in the adopted revenue requirement for the same time period. If the calculated difference for the rate year is \$500,000 greater than what was adopted, then it will be deemed material and passed through in

rates. Treatment rates in all rate schedules will be adjusted upwards or downwards by a consistent amount such that the identified material cost difference, including taxes and Utility Discount Program expense, is collected from or credited to customers over the subsequent 12-month period from the onset of the rate adjustment.

2. System rate. The "system rate" shall be the rate required to pay the cost of carrying and discharging all wastewater and any wastewater-funded share of stormwater into the City sewerage system, as presently maintained and operated and as may be added to, improved, and extended.

3. The wastewater system volume rate per CCF shall be in accordance with the following schedule:

	Effective Jan 1, 2021	Effective Jan 1, 2022	Effective Jan 1, 2023	Effective Jan 1, 2024
((Treatment Rate	\$9.25	\$9.34	\$9.34	\$9.34))
System Rate	\$7.42	\$7.67	\$7.67	\$7.67
((Wastewater Volume Rate	\$16.67	\$17.01	\$17.01	\$17.01))

* * *

Section 2. Subsection 21.76.040.A of the Seattle Municipal Code, which section was last amended by Ordinance 126434, is amended as follows:

21.76.040 Rate discounts

A. Drainage, wastewater, and water. Certified customers will receive rate discounts (or credits) in the following amounts:

1. Wastewater. Certified customers billed directly for Seattle Public Utilities wastewater services will receive a rate discount equal to 0.5 times the total current wastewater volume charge. ~~((Certified customers who pay for wastewater services indirectly through rent~~

shall receive the following rate credits based on dwelling type and consistent with Section 21.76.050:

	Effective Jan 1, 2021	Effective Jan 1, 2022	Effective Jan 1, 2023	Effective Jan 1, 2024
Single-Family	\$35.85	\$36.57	\$36.57	\$36.57
Duplex	\$35.85	\$36.57	\$36.57	\$36.57
Multifamily	\$25.01	\$25.52	\$25.52	\$25.52))

At the time of a change to the wastewater volume charge described in Section 21.28.040, the Director of Seattle Public Utilities shall calculate new credits for certified customers who pay for wastewater services indirectly through rent. The rate credit for single-family and duplex customers shall be 0.5 times the wastewater volume charge multiplied by 430 cubic feet (4.3 CCF), which is typical single-family residential sewer billed consumption. The rate credit for multifamily dwelling customers shall be 0.5 times the wastewater volume charge multiplied by 3.0 CCF, which is typical multifamily sewer billed consumption.

2. Drainage. Certified customers residing inside The City of Seattle shall receive the following rate credits for drainage services based on dwelling type:

	Effective Jan 1, 2021	Effective Jan 1, 2022	Effective Jan 1, 2023	Effective Jan 1, 2024
Single-Family	\$25.00	\$26.36	\$27.83	\$29.40
Duplex	\$12.50	\$13.18	\$13.92	\$14.70
Multifamily	\$2.68	\$2.82	\$2.98	\$3.15

3. Water. Certified customers billed directly for Seattle Public Utilities water services shall receive a rate discount equal to 0.5 times the total current commodity and base service charges. Certified customers who pay for water services indirectly through their rent shall receive the following rate credits based on dwelling type and consistent with Section 21.76.050:

Effective date	Single-family and duplex dwellings	Multifamily dwellings
January 1, 2017	\$20.56 per month	\$12.38 per month
January 1, 2018	\$21.15 per month	\$12.38 per month

January 1, 2019	\$21.86 per month	\$12.38 per month
-----------------	-------------------	-------------------

DRAFT

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Vas Duggirala/3-7153	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 wastewater services of Seattle Public Utilities; adjusting wastewater rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.28.040 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income wastewater customers.

Summary and Background of the Legislation: Over 99 percent of Seattle’s sewage is conveyed and treated by King County. Pursuant to the City’s contract with King County, the County Council is required to annually set a treatment rate that is passed on to agencies, such as SPU, to recover the cost of sewage treatment. Payment is remitted to the County monthly. This treatment rate must be incorporated into SPU’s drainage and wastewater customer billing. However, the Seattle City Council has no authority over the County’s treatment rate.

This legislation streamlines the process of treatment rate adjustments by making them automatic. A similar mechanism is used for Seattle City Light’s Bonneville Power Administration rate adjustment. Currently, adjustments to the treatment rate needing to be made outside of the three- year system rate cycle for both drainage and wastewater are accomplished through periodic mid-term ‘passthrough’ legislation.

This ordinance would revise the treatment rate adoption mechanism for Seattle’s wastewater rates. Drainage rates would be covered by a companion ordinance. These ordinances would allow SPU to set drainage and wastewater rates to reflect the adopted King County sewage treatment obligation, as well as associated taxes, utility discount program credits, and long-term debt service coverage and cash balance requirements driven largely by capital financing needs. All rate increases, broken out by system and treatment rates, would be published on the SPU website. Ratepayers’ combined SPU utility bills will include the total wastewater rate, inclusive of the system and treatment rates.

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?

Several City departments incur sewer costs. The sewer fees for these departments will increase commensurate with future treatment rate increases allowed through this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, the Department of Neighborhoods, the Seattle Department of Transportation, the Seattle Fire Department, the Department of Finance and Administrative Services, the Department of Parks and Recreation, the Seattle Police Department, Seattle Public Utilities, and the Seattle Public Library.

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

The proposed legislation would increase clerical and financial efficiency of recovering treatment expenses. Not implementing the proposed legislation would continue the status quo.

4. OTHER IMPLICATIONS

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

Several City departments incur sewer costs. The sewer fees for these departments will increase commensurate with future treatment rate increases allowed through this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, the Department of Neighborhoods, the Seattle Department of Transportation, the Seattle Fire Department, the Department of Finance and Administrative Services, the Department of Parks and Recreation, the Seattle Police Department, Seattle Public Utilities, and the Seattle Public Library.

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

No

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

This legislation includes increases to the Utility Discount Program to provide rate relief to low-income residents.

f. Climate Change Implications

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

No

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

NA

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

NA

Summary Attachments:

Drainage and Wastewater Fund Automatic Treatment Rate Passthrough September 20th, 2022

Agenda

Purpose: The proposed legislation would remove the need for legislation to update King County changes to treatment rates.

- Proposed legislation
- SPU drainage and wastewater system
- King County treatment costs
- Next steps

SPU Wastewater & Drainage Passthrough

Current Practice:

- King County Council approves new wholesale treatment rates, SPU calculates new treatment rates, then:
 - **In rate study years**, treatment costs are incorporated into the rates via the rate study legislative process
 - **In years outside the rate-study cycle** new rates are approved through a stand-alone ordinance process

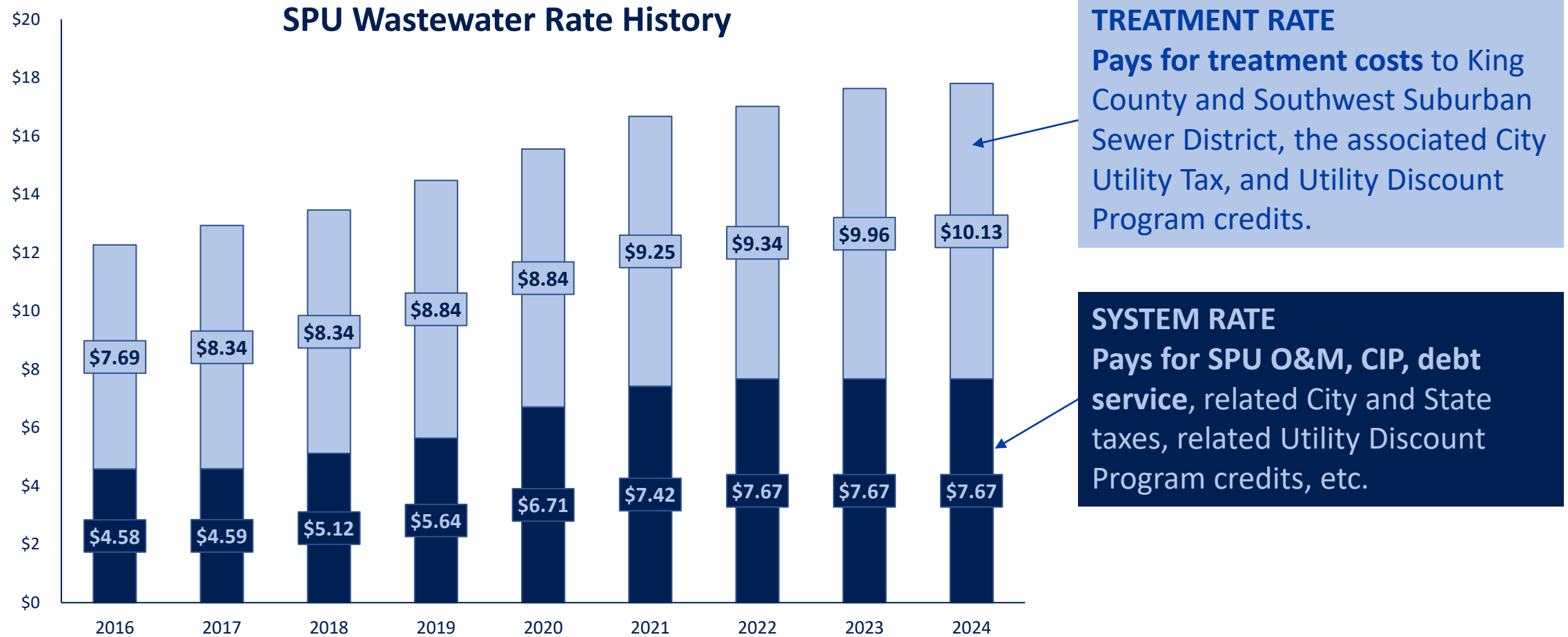
Proposal:

- As the King County Council adopts new wholesale rates, these rates are automatically incorporated into SPU rates via this new mechanism, bypassing the stand-alone administrative legislative process, as applicable

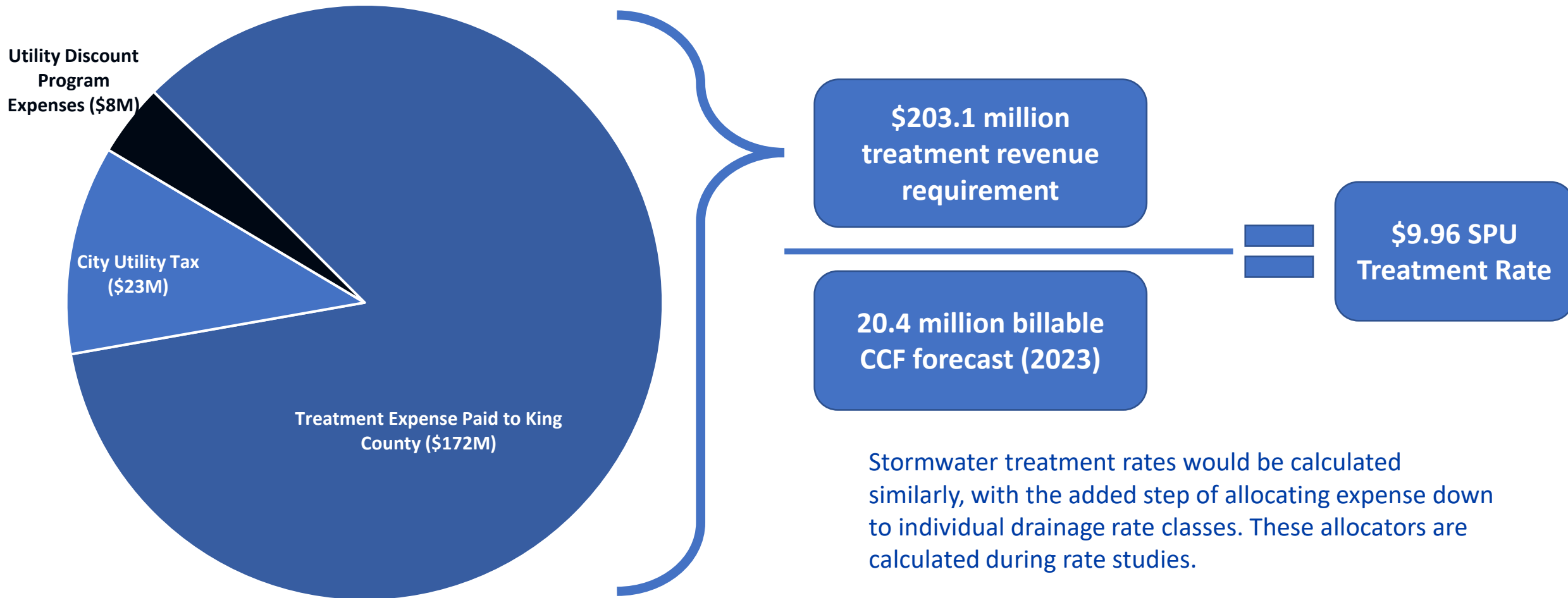
Automatic Passthrough Advantages

- ✓ Seattle City Council would retain authority over rates
- ✓ Helps SPU manage financial risk
- ✓ Streamlines and creates efficiencies for annual King County treatment rate update process
- ✓ In line with our contractual obligations to King County and is consistent with how other municipalities approach charge
- ✓ Aligns with Seattle City Light automatic BPA rate passthrough process
- ✓ SPU would continue to submit regular rate studies and Strategic Business Plan updates

SPU Wastewater & Drainage Rate Structure

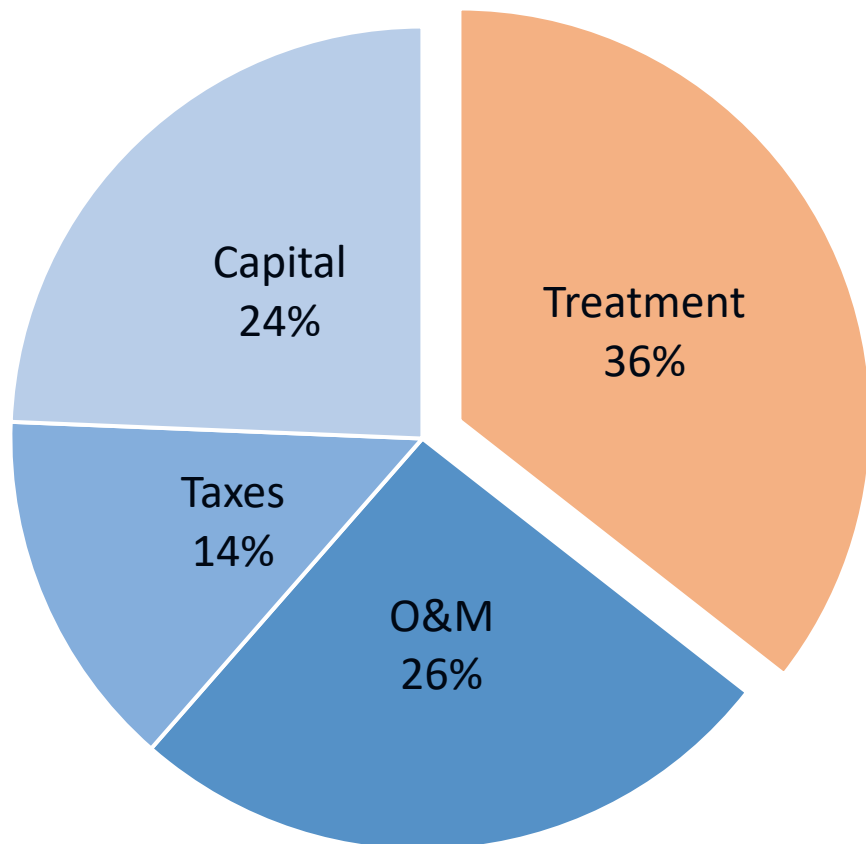


Calculation Methodology - Wastewater



Total Expenditures

2021 DWF Expenditures



- Seattle contracts with King County for sewage treatment (since the 1960s)
- King County Council annually adopts a treatment rate that is passed on to local sewer agencies
 - We have opportunity to provide input on the King County rate at various forums
- Approval is in alignment with our contractual obligations to King County

*A small (<1%) of treatment expense is paid to Southwest Suburban Sewer District.
These costs are not included in this presentation for simplicity but will be included in calculations*

SPU Rate Path Assumption

- SPU's adopted 2021-2026 Strategic Business Plan includes a King County provided treatment rate assumption of **4.0%** for 2023.
- In 2022, King County approved an increase of **1.75%** to their original 2023 assumption, thereby impacting SPU rates.
- SPU will need to transmit legislation to account for this external rate increase **to 5.75%** for King County treatment rates. This rate increase translates to approximately \$3 million.

SPU Rate Path

Current Proposal*	2021	2022	2023	2024	2025	2026	2021-26
Water	0.0%	2.6%	3.6%	3.0%	4.2%	4.2%	2.9%
Wastewater	7.3%	2.0%	4.8%	3.8%	3.6%	6.3%	4.6%
Drainage	7.4%	6.1%	6.1%	6.1%	3.3%	8.8%	6.3%
Solid Waste	2.9%	2.9%	2.0%	2.3%	2.5%	2.3%	2.5%
Combined	4.5%	3.1%	4.0%	3.6%	3.4%	5.3%	4.0%

*Includes SW Rate Study, KC Treatment Rate, 2023 Proposed Budget

Next Steps

- **September 20:** T&SPU Committee consideration and possible vote
- **October 2022:** If proposal isn't adopted, SPU will submit stand-alone treatment rate legislation consistent with past practice



Legislation Text

File #: Inf 2127, **Version:** 1

Employer Shared Transit Stops Program



Presentation outline

- Program Goals & Background
- Shared Stops Pilot & Lessons Learned
- Program Proposal & Attributes
- Council Action vs. Director's Rule
- Action Now vs. Future Changes
- Next Steps



Program Goals

Goals:

- Ensure public transit's vital role in transportation system
- Actively manage shuttles to maximize public benefits
- Provide employers with consistency and clarity for shuttle loading
- Encourage increased use of shared modes
- Support Downtown recovery

Forthcoming Action in December:

- Approve Ordinance permitting SDOT to establish a permanent program, amend Seattle Municipal Code, and adopt fee structure

Background

- Single-employer shuttles authorized by state law
- Shuttles already have access to 3- and 30-minute load zones if they fit, and Shuttle Load Zones (permitted since 2005) if they fit
- Both employers and SDOT had need for more strategic approach to shuttle loading



Shared Stops Pilot & Lessons Learned

- Spring 2017: Employer Shared Transit Stops Pilot
 - Seattle Children's Hospital: 4 shared stops
 - Microsoft: 8 shared stops
- October 2018: Evaluation Report
 - No major impacts to transit or roadway operations
 - Best practices include active management and close partnerships
- Successful pilot operation with no negative feedback



Program Proposal



1. Make the Employer Shared Transit Stops Pilot **permanent**
2. Establish a **new fee structure**
3. Formalize the permit **application process** with detailed criteria
4. Collect more **data** and shuttle operations information through annual vehicle permitting process

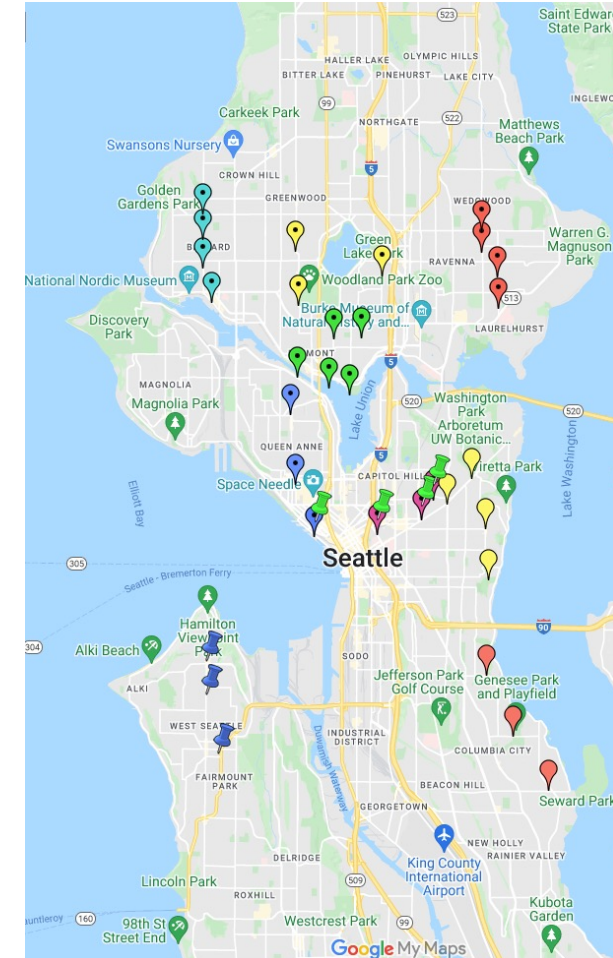
Proposed ESTSP Fee Structure

- **Increase** the annual **Shuttle Vehicle Permit fee** from \$300 (fixed in the SMC in 2005), to \$600 and tied to inflation;
- A new **hourly staff fee** (\$305) for load zone and shared stop review;
- Annual **Shared Transit Stop use fee** \$5,000 per location per year
 - Reduced rates for certain medical & educational institutions
- Modeled after fee structure for Street Use Division's Vending in the Right-of-Way (i.e. food trucks)



Proposed ESTSP Shuttle Process Changes

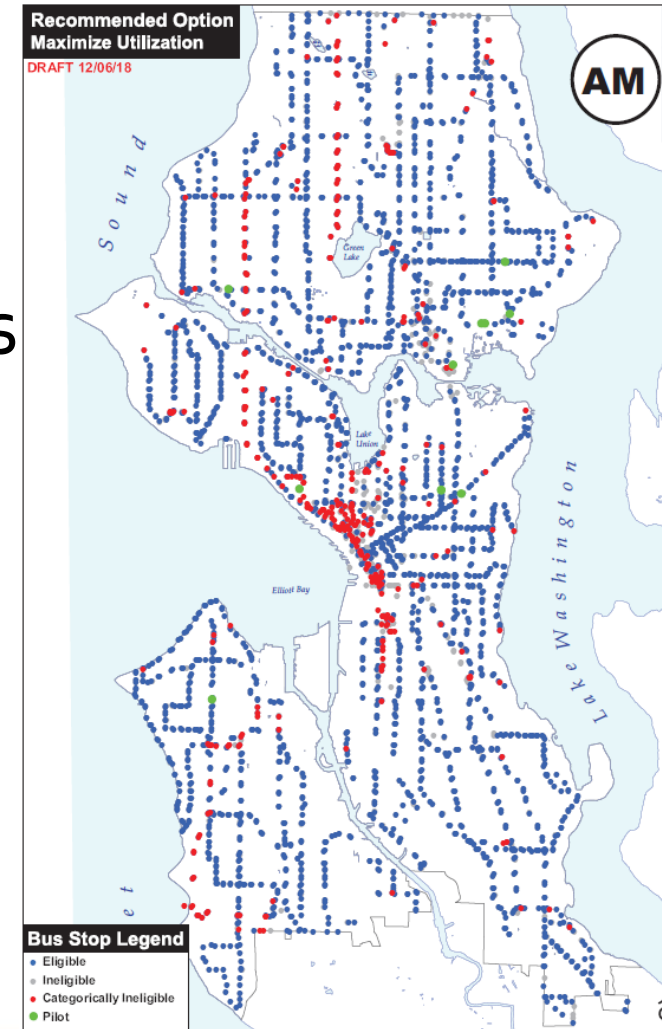
- Annual Shuttle Vehicle Permit: New **data requirement** provides more visibility into shuttle operations starting with 2023 permits
- Shuttle zones: **Application process** for new zones streamlines staff intake and review
 - Today: Ad hoc requests and no centralized intake or process
- Clearly scoped and **reimbursed** staff time for shuttle project work



Proposed ESTSP Shared Stop Applications



- **Excludes stops** with highest potential for conflicts
 - RapidRide stations, bus lanes, busiest stops
- Permit **approval depends** on shuttle and stop details
- Application process and details in **Director's Rule**
 - Annual **application cap** per employer
 - Employer and citywide **caps for shared stops**
- Could direct to existing or new SVLZ, or **other curb**
- Annual, non-vesting, revocable stop **use permits**



Ordinance/Council Action & Director's Rule

Council Action:

- Adopts **Ordinance**
- Updates **SMC in Title 11**
 - Authorizes Program
 - Updates definitions
 - “Shuttle vehicle”, “Bus zone” etc.
 - Removes Shuttle Vehicle Permit Fee
- Adopts **Fee Structure**
 - Shuttle Vehicle Permit Fee
 - Hourly Review Fee
 - Shared Transit Stop Use Fee

Director's Rule:

- Defines application **request criteria**
 - New **Shared Transit Stop** application
 - New **Shuttle Load Zone** application
- Updates **Shuttle Vehicle Permit** conditions (**data** requirement)
- Sets annual permit **standards**
- Sets employer & SDOT **process**

Action Now and Later Year Updates

- **Council Action in 2022:**
 - Authorize Program and launch early 2023
 - Adopt Fee Schedule for 2023
- **Annually, starting 2024** (via budget process):
 - Index Shuttle Vehicle Permit to CPI
 - Update Hourly Review Fee to match Street Use review rate
- **Two Year Program Review, early 2025:**
 - Evaluate fee structure mix, process flow and application & stop caps
 - Return to Council with review and report, proposed changes if needed
 - Update Director's Rule if needed
- **Future years** (if needed): Update Director's Rule administratively

Stakeholders Consulted (2017-2022)

- King County Metro
- Other cities:
 - San Francisco (SFMTA, MTC)
 - New York City (NYCDOT)
 - Bellevue, WA
- Transit Advisory Board
- Transit Riders Union
- Transportation Choices Coalition
- Teamsters Local 117
- Employer community
 - Pilot partners:
 - Seattle Children's Hospital, Microsoft
 - Interested employers:
 - University of Washington, Amazon
 - Shuttle operators: TransWest
- Commute Seattle

Next steps

Date	Action
October	<ul style="list-style-type: none"> Transmit legislation to Council
October	<ul style="list-style-type: none"> Publish Draft Director's Rule (30-day comment period)
December	<ul style="list-style-type: none"> Consideration by Transportation & Public Utilities Committee
1 st Quarter 2023	<ul style="list-style-type: none"> Launch Program with Shuttle Vehicle Load Zone and Shared Transit Stop application processes
	<ul style="list-style-type: none"> Begin charging Hourly Review Fees for applications, and Shared Stop Fees for approved stops
	<ul style="list-style-type: none"> Revamp Shuttle Vehicle Permit with new information-sharing requirements and updated permit rates



Thank you! Questions?

Program contact information



EmployerShuttles@seattle.gov



206.684.4209



www.seattle.gov/transportation/projects-and-programs/programs/transit-program/employer-shared-transit-stop-pilot

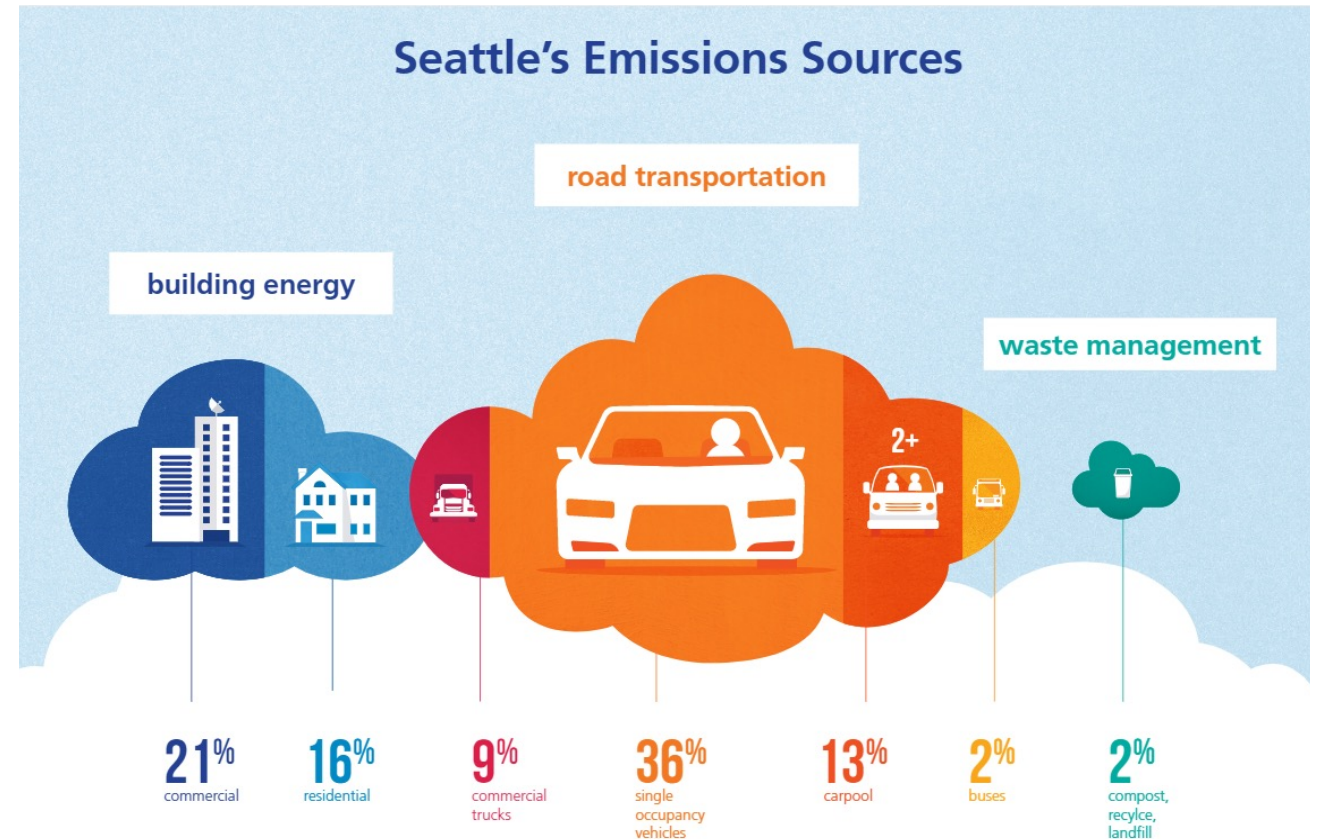
Program Attributes

- Close coordination with **King County Metro**
- Diligent application review process to ensure **no impact to transit** at requested locations
- Builds upon successful **employer relationships** begun during Pilot
- Aim to **reduce traffic impacts** from employees returning to work locations post-Pandemic
- Excess Program revenues (beyond administration and permitting) to be targeted for **shared stop improvements**



Program Benefits

- Prioritize equity in the transportation system by ensuring compatibility with transit
- Supports more sustainable travel options, reducing carbon emissions and congestion
- Makes efficient use of limited curbspace
- Ensures administrative and financial sustainability



Lesson Learned: San Francisco Shuttle Program

- Researched Commuter Shuttle Program in SF
- Created in reaction to impactful tech sector shuttle operations had already proliferated
 - Long shuttle dwell times
 - Shuttles blocking roadways
 - Shuttles blocking bus stops
- Created network of shuttle-only zones and defined shared transit stops + arterials
- In time: mature, established oversight program
- Moved to fees to shuttles per “stop event”





Legislation Text

File #: Inf 2128, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

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

..body

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

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

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

1 simplify the application process, and improve program management. The Temporary
2 Business Recovery program piloted many of these recommendations; and
3 WHEREAS, the Temporary Business Recovery program aligns with the Transportation and
4 Economic Development goals of the *Seattle 2035* Council-adopted Comprehensive Plan,
5 which states our transportation system should “develop a more vibrant city by creating
6 streets and sidewalks that generate economic and social activity, adding to the city’s
7 overall health, prosperity, and happiness”; and
8 WHEREAS, the Temporary Business Recovery program directly supports one of the four goals
9 from The City of Seattle’s Pedestrian Master Plan: “vibrancy,” which is focused on
10 developing a connected pedestrian environment that sustains healthy communities and
11 supports a vibrant economy; and
12 WHEREAS, the program has been well received by the general public and the business
13 community, according to a survey completed in summer 2021 that generated more than
14 10,000 responses and an evaluation performed by an equitable strategies consulting firm
15 in December 2020; and
16 WHEREAS, in May 2021, the City Council passed Ordinance 126339, extending the free permit
17 program through May 31, 2022, and directed the Seattle Department of Transportation
18 (SDOT) to present to Council a plan for permanency for the Temporary Business
19 Recovery Permits; and
20 WHEREAS, in February 2022, the City Council passed Ordinance 126544 to extend the
21 provisions from Ordinance 126339 from May 31, 2022, to January 31, 2023; and

WHEREAS, the City Council wishes to extend the free permit program for temporary business uses excluding vending through April 2, 2023, or as soon thereafter as SDOT is ready to implement the adaptations from the Temporary Business Recovery permit program; and

WHEREAS, the City Council wishes to allow the fees for existing permit holders to be administered consistent with temporary business use permit holders; and

WHEREAS, the City Council wishes to allow, subsequent to the April 2, 2023, program extension date, a one-time-only proration of issuance or renewal fees associated with existing and newly transitioning long-term permit-holders to accommodate the transition process; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

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

11.14.228 Food-vehicle zone

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

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

11.14.711 Vending unit

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

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

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

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

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

11.14.712 Vending vehicle

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

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

11.14.713 Vending zone

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

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

11.16.280 Traffic Engineer—Authority—Special zones

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

* * *

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

* * *

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

11.23.160 Free-floating car sharing parking

* * *

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

* * *

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

11.23.420 Curb space parking permits

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

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

11.23.440 Parking privileges

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

A. Zones may be granted for taxicabs, official career consul vehicles, moving or loading, disabled persons, curb space parking including no parking zones, service parking, carpool parking, car share parking, food vehicles, vending units, or similar uses, or for any restricted parking zone program that may be developed. Establishment of a zone does not constitute a grant of franchise.

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

Section 10. Section 11.31.121 last amended by Ordinance 126647, is amended as follows:

11.31.121 Monetary penalties—Parking infractions

The base monetary penalty for violation of each of the numbered provisions of the Seattle Municipal Code listed in the following table is as shown, unless and until the penalty shown below for a particular parking infraction is modified by Local Rule of the Seattle Municipal Court adopted pursuant to the Infraction Rules for Courts of Limited Jurisdiction (“IRLJ”) or successor rules to the IRLJ:

Municipal Code reference	Parking infraction short description	Base penalty amount
11.23.400	UNAUTHORIZED USE – DISABLED	\$250
* * *		

Municipal Code reference	Parking infraction short description	Base penalty amount
11.72.450	TYPE OF VEH.	\$47
11.72.452	VENDING ZONE	\$47
11.72.460	WALL OR FENCE	\$47
* * *		
18.12.235	RESTRICTIONS IN CERTAIN PARKS (REQ)	\$47

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

11.72.195 Food-vehicle zone

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

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

11.72.452 Vending zone

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

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

15.02.044 Definitions D through M

* * *

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

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

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

15.02.046 Definitions N through Z

* * *

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

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

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

~~((N.))~~ O. “Shoreline street ends” means the land portions of street segments that provide, or could provide if improved, the public with visual or physical access to a body of water and its

shoreline that are listed on Exhibit A to Resolution 29370 that adopted policies guiding the development of public access improvements to shoreline street ends.

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

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

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

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

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

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

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

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

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

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

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

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

11 Section 15. Section 15.04.010 of the Seattle Municipal Code, last amended by Ordinance
12 124951, is amended as follows:

13 **15.04.010 ~~((Permit))~~ Compliance—Required**

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

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

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

9 Section 16. Section 15.04.035 of the Seattle Municipal Code, last amended by Ordinance
10 125946, is amended as follows:

11 **15.04.035 ~~((Approval and))~~ Application review considerations**

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

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

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

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

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

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

1 9. The ease of removal of the proposed use or the ability to return or restore the
2 public place to original condition.

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

5 1. For public places under the jurisdiction of ~~((the Department of))~~ Seattle Parks
6 and Recreation, their character as a park drive or boulevard, or as open space;

7 2. For shoreline street ends, their purpose to provide the public with visual or
8 physical access to the water and the shoreline;

9 3. For submerged streets, Title 16;

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

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

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

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

20 F. For Street Use permits, the Director of Transportation may determine that an
21 application has expired when the applicant has not responded to a request for additional
22 information within six months of that request, or six months from the date of written notice that
23 the permit is ready to issue, except for Street Use Vending applications subject to subsection

1 15.17.006.B. These applications may be closed by the Director of Transportation upon
2 expiration.

3 Section 17. Section 15.04.045 of the Seattle Municipal Code, last amended by Ordinance
4 123830, is amended as follows:

5 **15.04.045 Liability insurance**

6 A permittee, excluding permittees whose use types are exempted from this requirement by
7 SDOT Director's Rule, shall at its own expense obtain and maintain in full force and effect, ~~((at~~
8 ~~its own expense,))~~ public liability insurance in an amount sufficient to protect the City from all
9 potential claims and risks of loss from perils in connection with any activity that may arise from
10 or be related to the permittee's activity upon or the use or occupation of the public place allowed
11 by the permit and claims and risks in connection with activities performed by the permittee by
12 virtue of the permission granted by the permit. The insurance policy shall: be in effect for the
13 duration of the permit; name ~~((the))~~ "The City of Seattle, its elected and appointed officers,
14 officials, employees, and agents" as additional insureds for primary and non-contributory limits
15 of liability subject to a Separation of Insureds clause; apply as primary insurance regardless of
16 any insurance that the City may carry; and obligate the insurance company to give notice to both
17 the authorizing official and the City's Risk Manager at least 30 ~~((-))~~ calendar days before any
18 cancellation of the policy. The authorizing official, in consultation with the City Risk Manager,
19 shall establish the amount of the insurance, subject to review or reconsideration according to
20 Section 15.04.112; and unless constitutional liberties prohibit it, shall require that the ~~((insurance~~
21 ~~be provided))~~ applicant have the insurance in place prior to issuance of the permit. The City
22 requires insurance coverage to be placed with an insurer admitted and licensed to conduct
23 business in Washington State or with a surplus lines carrier according to RCW Chapter 48.15,

except that if it is infeasible to obtain coverage with the required insurer, the City may approve an alternative insurer.

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

15.04.060 Indemnity agreements and covenants

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

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

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

B. Unless exempted from this requirement by an SDOT Director's Rule, ((H)) if the application is for a permit to use or occupy a public place for more than one year with an areaway, fuel opening or underground storage tank, sidewalk elevator or door, bulkhead, retaining wall, rockery, ((structure, or extension or appurtenance to a structure, or any facility with an anticipated continued occupancy of a public place of more than one year;)) fixed ground sign, or other structure whether freestanding or built as an extension or appurtenance to another structure, the owner of the adjacent property ((and any existing lessee, sublessee, tenant, and subtenant using or occupying the part of the premises served or connected to the permitted use))

1 or other party as approved by the Director of Transportation shall, in the manner provided by law
2 for the execution of deeds, execute and deliver to the City upon a form to be supplied by the
3 authorizing official, an agreement in writing signed and acknowledged by the owners and ((by
4 ~~any existing lessee, sublessee, tenant, and subtenant;~~)) containing an accurate legal description of
5 the premises; covenanting on the part of the owner, ((~~lessee, sublessee, tenant, and subtenant,~~))
6 for themselves and their heirs, executors, administrators, successors, assigns, lessees, sublessees,
7 tenants, and subtenants; and forever defending, indemnifying, and holding harmless the City, its
8 officials, officers, employees, and agents from and against any and all claims, actions, suits,
9 liability, loss, costs, expense, attorneys' fees, or damages of every kind and description,
10 excepting only damages that may result from the sole negligence of the City; that may accrue to,
11 be asserted by, or be suffered by ((~~;~~)) any person or property including without limitation
12 damage, death, or injury to members of the public or to the permittee's officers, agents,
13 employees, contractors, invitees, tenants, tenants' invitees, and licensees or its successors and
14 assigns; arising out of or by reason of:

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

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

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

1 C. If the application is for a permit to construct and maintain an areaway, the agreement
2 shall also contain a covenant on the part of the permittee executing the agreement for themselves
3 and their heirs, executors, administrators, successors, or assigns; assuming the duty of inspecting
4 and maintaining all services, instrumentalities, and facilities installed in the areaway to be
5 constructed or occupied under authority of the permit; and assuming all liability for, and at all
6 times defending, indemnifying, and holding harmless the City, its officials, officers, employees,
7 and agents from and against, all claims, actions, suits, liability, loss, costs, expense, attorneys'
8 fees, or damages of every kind and description, excepting only damages that may result from the
9 sole negligence of the City that may accrue to, be asserted by, or be suffered by any person or
10 property, including without limitation damage, death, or injury to members of the public or to the
11 permittee's officers, agents, employees, contractors, invitees, tenants and tenants' invitees,
12 licensees, or its successors and assigns; arising out of or by reason of:

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

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

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

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

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

2 1. Is wholly of a temporary nature;

3 2. Vests no permanent right whatsoever; and

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

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

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

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

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

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

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

A. All ~~((use authorizations))~~ uses approved under the provisions of this Title 15 or Chapter 23.76, or as to public places under the jurisdiction of ~~((the Department of))~~ Seattle Parks and Recreation under Chapter 18.12, shall be of a temporary nature and shall vest no permanent right, and may in any case be revoked upon 30 calendar days' notice; or without notice in case any use or occupation is dangerous or any structure or obstruction permitted is insecure or unsafe; or is not constructed, maintained, or used in accordance with the provisions of this Title 15.

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

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

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

E. Anyone upon order of the authorizing official shall upon 30 calendar days' notice, and at personal cost and expense, move or remove any use that interferes with any local improvement

district work or with any construction for street or transportation purposes authorized or ordered by the City, except for uses defined in Section 15.32.120.

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

15.04.074 ((Permit—)) Fees

A. From time to time, the Director of Transportation shall prepare and recommend for adoption by the City Council a schedule of fees applicable to: reviewing and administering all permits for public places under the jurisdiction of the Department of Transportation; reviewing all project permits defined by RCW 36.70B.020; and ~~((reviewing and))~~ coordinating ~~((pre-submittal conferences that may be or have been submitted to))~~ necessary review and inspection with the Seattle Department of Construction and Inspections ((and are reviewed at any time by the Director of Transportation)) for the use of or impacts to public places, per the fee schedule outlined in Subtitle IX of Title 22.

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

1. The Director of Transportation may, when preparing and recommending fees for using or occupying the public place, take into consideration the desirability or undesirability of the related uses or occupation relative to the rights of the public, such as the desirability of positive activation of public space to increase safety and vibrancy, or the undesirability of private

1 pedestrian skybridges or encroachments on shoreline street ends that may be inconsistent with
2 the public's right of access.

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

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

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

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

13 2. When a master filming permit under Chapter 15.35 is required and the public
14 place is used without first obtaining a permit or the required component permits, the fee shall be
15 \$500.

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

21 D. The fee schedule, when adopted by ordinance, shall govern the fee for applications
22 and permits issued and reviewed. All permit and review fees shall be commensurate with the cost
23 of administering, inspecting, and policing involved in issuing and continuing the permits and

1 with the use and occupation granted by the permits. The fee shall be collected as a condition to
2 issuing or continuing any permit or use except when the permit is issued as a component of a
3 master filming permit according to Section 15.35.010. In order to effectuate collection of fees;
4 the Director of Transportation, the Director of the Office of Economic Development as to master
5 filming permits, or the Superintendent as to public places under the jurisdiction of ~~((the~~
6 ~~Department of))~~ Seattle Parks and Recreation; shall promptly notify permittees of outstanding
7 permits issued to pay the applicable fee or the permit will be revoked.

8 E. Upon petition by a public agency for vacating a street area, street use fees for the street
9 area may be suspended if the Director of Transportation finds that the public agency would
10 convey to or permit use by the City ~~((;))~~ of a portion of the public agency's property for street or
11 other public purpose without charge; provided, should the street vacation petition be denied or
12 withdrawn, street use fees shall be payable for the full period of use.

13 F. Fees for using public places under the jurisdiction of ~~((the Department of))~~ Seattle
14 Parks and Recreation shall be deposited in the Park and Recreation Fund; all other fees under the
15 jurisdiction of the Department of Transportation shall be deposited in the Transportation Fund. If
16 the Superintendent of Parks or the Director of Transportation delegates the administration of
17 Title 15 to the other department, fees resulting from permits for using the public place now
18 administered by the Director of Transportation shall be deposited into the Transportation Fund
19 and fees resulting from permits for using the public place now administered by the
20 Superintendent of Parks shall be deposited into the Park and Recreation Fund.

21 ~~((G. Fees for vending activities authorized under Chapter 15.17 shall be deposited in the~~
22 ~~Transportation Fund. Street Use permit fees for vending activities may be used by other City~~
23 ~~departments for vending enforcement as authorized by the Director of Transportation and shall~~

~~be used by the Department of Transportation for the following purposes: administering the vending program, including notifying property owners abutting a proposed vending site designated by the Department of Transportation; verifying property boundaries and square footage of usage; designating pre-approved vending sites by the Department of Transportation; signing and demarcating designated vending sites and food vehicle zones; attending meetings or hearings; preparing documents, legislation, forms, and notices; inspecting and enforcing permitted or illegal vending activity; or engaging in any other vending-related activity as directed by the Director of Transportation.~~

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

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

15.04.090 Refund of permit fee

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

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

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

CHAPTER 15.15 MERCHANDISE DISPLAYS IN THE PUBLIC PLACE

15.15.010 Authorized merchandise displays in the public place

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

15.15.020 Permit expiration, renewal, and revocation

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

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

C. All Street Use permits for merchandise displays in the public place authorized by this Chapter 15.15 are of a temporary nature, vest no permanent rights, and are revocable and modifiable as provided for in Section 15.04.070. The Director of Transportation may suspend

any merchandise display Street Use permit to promote transportation mobility or public safety, or to coordinate with permitted Special Events authorized by Chapter 15.52, parade permits authorized by Chapter 11.25, or any other permitted activity.

15.15.030 Terms and conditions

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

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

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

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

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

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

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

C. If required, the applicant shall provide public notice of a new application in a form approved by the Director of Transportation as provided for in Section 15.04.030. A Street Use

1 permit shall not be issued by the Director of Transportation until after the public notice period
2 has ended.

3 D. Merchandise displays directly abutting the business's frontage that follow standards
4 issued by the Director of Transportation as adopted by Director's Rule do not require a permit
5 and are subject to enforcement as described in Chapters 15.90 and 15.91.

6 E. The City assumes no responsibility for loss of the items on display, whether the loss
7 occurs through accident, collision, vandalism, theft, or otherwise.

8 F. The following conditions apply to all merchandise displays in the public place,
9 including those approved by permit and those authorized by compliance with the relevant
10 Director's Rule:

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

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

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

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

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

H. The Director of Transportation may promulgate rules to implement this Chapter 15.15.

15.15.040 Siting standards

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

1. An unobstructed corner clearance zone;

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

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

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

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

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

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

4 **15.15.050 Permittee responsibilities for merchandise display operation**

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

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

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

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

12 E. Unless authorized by the Director of Transportation pursuant to Street Use permit, no
13 public place surface shall be broken or disturbed, and no permanent fixture of any kind shall be
14 installed in or on the public place in connection with a merchandise display site.

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

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

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

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

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

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

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

15.16.040 Terms and conditions

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

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

1. The applicant shall be the owner or occupant of the abutting property;
- ~~((2. The cafe shall abut the applicant's business frontage unless an alternative location is approved;~~
- 3)) 2. The cafe shall be operated by a food service business holding all necessary City and state permits and licenses;

1 ((4)) 3. The cafe shall ~~((not))~~ be located in the public place abutting ~~((a lot zoned~~
2 ~~NR1, NR2, NR3, RSL, LR1, LR2, or LR3 as these zoning designations are defined under~~
3 ~~subsection 23.30.010. A unless the abutting zone has an RC classification as shown on the~~
4 ~~Official Land Use Map, Chapter 23.32))~~ a legally established food service business; and, at the
5 discretion of the authorizing official, may be approved to extend into the public place abutting an
6 adjacent property;

7 ((5)) 4. The applicant shall obtain insurance according to Section 15.04.045.
8 Failure to maintain the required insurance coverage is grounds for revoking a Street Use permit
9 for a cafe in the public place;

10 ((6)) 5. The applicant shall indemnify and hold harmless The City of Seattle
11 according to Section 15.04.060;

12 ((7)) 6. The applicant shall obtain a certificate of approval for the cafe in the
13 public place from the appropriate Board or Commission when located in a Landmark District or
14 Historic District subject to the provisions of Title 23 or 25; and

15 ((8)) 7. The applicant shall obtain all applicable permits for installing the cafe and
16 all associated cafe elements, including but not limited to platforms and other structures.
17 Platforms or other structures may be approved ~~((when necessary))~~ for site-leveling, accessibility,
18 or ~~((any public use purpose))~~ functionality.

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

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

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

5 F. The Director of Transportation may promulgate rules to implement this Chapter 15.16.
6 Section 24. Section 15.16.051 of the Seattle Municipal Code, enacted by Ordinance
7 125946, is amended as follows:

8 **15.16.051 Siting standards**

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

- 12 1. An unobstructed corner clearance zone;
- 13 2. An unobstructed pedestrian clearance zone abutting the entire length of the
14 cafe:
 - 15 a. The width of the pedestrian clear zone is determined by the street type
16 where the cafe is located as defined by the Right-of-Way Improvements Manual or successor
17 rule; and
 - 18 b. The width of the cafe shall not be greater than the available pedestrian
19 clear zone width, except where the Director of Transportation determines the pedestrian clear
20 zone can extend into an adjacent public place that is closed to vehicular travel, a public place
21 plaza, or other public space in consultation with the authorizing official for the space;

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

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

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

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

15.16.080 Permittee responsibilities for cafe operation

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Section 26. Section 15.17.005 of the Seattle Municipal Code, last amended by Ordinance
6 126162, is amended as follows:

7 **15.17.005 Authorized vending in the public ((places)) place**

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

9 A. The ~~((permittee's))~~ vending activity occurs in an area that is permitted for that type of
10 an activity, for example: as part of a Street Use temporary activation permit which authorizes
11 vending; Chapter 11.25, parade permits; ~~((Chapters))~~ Chapter 15.08, areaways; ~~((and))~~ Chapter
12 15.16, ((areaway or)) cafe Street Use permits; street areas within the Pike Place Market
13 Historical District (Chapter 25.24) that are being administered by the Pike Place Market
14 Preservation and Development Authority; Chapter 15.35, filming permits; Chapter 15.52, Special
15 Event permits; or Chapter 6.310, Taxicabs and For-Hire Vehicles; or

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

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

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

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

3 Section 27. Section 15.17.006 of the Seattle Municipal Code, last amended by Ordinance
4 125946, is amended as follows:

5 **15.17.006 Permit expiration, renewal, administration, and revocation**

6 A. A Street Use permit for vending (~~((or merchandise display))~~) expires if: the business (~~(;~~
7 ~~food vehicle, or vending cart~~)) changes ownership; the Street Use permit duration expires; or
8 Street Use permit fees are not paid as required by subsection 15.04.074.D. All (~~(carts, objects,~~
9 ~~or~~)) vending units and other Street Use permit-related encroachments shall be removed from the
10 public place when the Street Use permit expires. A Street Use permit to vend (~~((or display~~
11 ~~merchandise))~~) shall not be transferable or assignable, unless approved by the Director of
12 Transportation.

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

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

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

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

9 ~~1. If multiple complete applications are received for the same vending site before~~
10 ~~the current Street Use permit expires, and if the existing permittee has had two or more Street~~
11 ~~Use citations upheld by the Hearing Examiner within one year before the expiration of the Street~~
12 ~~Use permit, the Department of Transportation may schedule and hold a lottery to determine the~~
13 ~~new permittee.~~

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

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

19 ~~E. If the abutting property or business owner applies for a merchandise display Street Use~~
20 ~~permit at least 30 calendar days before the current vending Street Use permit for the vending site~~
21 ~~expires, the merchandise display application will be given priority use of the site and a lottery~~
22 ~~will not be conducted. If a vending Street Use permit has not been previously issued for the site,~~
23 ~~only merchandise display Street Use permit applications submitted before the public notice for a~~

1 ~~complete vending Street Use permit application being submitted shall be given priority use of the~~
2 ~~site.~~

3 F)) D. All vending (~~(or merchandise display)~~) Street Use permits authorized by Chapter
4 15.17 are of a temporary nature, vest no permanent rights, and are revocable and modifiable as
5 provided for in Section 15.04.070. The Director of Transportation may suspend any vending (~~(or~~
6 ~~merchandise display)~~) Street Use permit to: promote transportation mobility or public safety;
7 coordinate with permitted Special Events authorized by Chapter 15.52, parade permits
8 authorized by Chapter 11.25, or any other permitted activity; or to provide access to property. (~~(if~~
9 ~~an access affidavit is withdrawn by the property owner.)~~)

10 Section 28. Section 15.17.007 of the Seattle Municipal Code, last amended by Ordinance
11 125946, is repealed:

12 ~~((15.17.007 Insurance~~

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

17 Section 29. Section 15.17.008 of the Seattle Municipal Code, last amended by Ordinance
18 125946, is repealed:

19 ~~((15.17.008 Indemnity~~

20 ~~The permittee shall indemnify and hold harmless The City of Seattle according to Section~~
21 ~~15.04.060.))~~

22 Section 30. Section 15.17.009 of the Seattle Municipal Code, last amended by Ordinance
23 125946, is repealed:

~~((15.17.009 Public notice of application~~

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

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

15.17.040 Terms and conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 H. The Director of Transportation may promulgate rules to implement this Chapter 15.17.
10 Section 32. Section 15.17.050 of the Seattle Municipal Code, last amended by Ordinance
11 126659, is repealed:

12 ~~((15.17.050 Stadium and exhibition center event restricted vending area~~

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



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

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

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

15.17.051 Siting standards

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 Section 35. Section 15.17.100 of the Seattle Municipal Code, last amended by Ordinance
18 126509, is repealed:

19 **~~((15.17.100 Food and flower vending from a public place sidewalk or plaza~~**

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

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

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

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

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

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

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

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

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

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

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

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

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

13 ~~c. Shall be located:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ~~H. If an existing vending site conflicts with the setback requirements of subsection~~
2 ~~15.17.100.A.7, the Director of Transportation shall not issue a new vending Street Use permit~~
3 ~~when the existing Street Use permit expires.))~~

4 Section 36. Section 15.17.120 of the Seattle Municipal Code, last amended by Ordinance
5 126509, is repealed:

6 ~~((15.17.120 Food vending from a curb space~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The proposed location is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

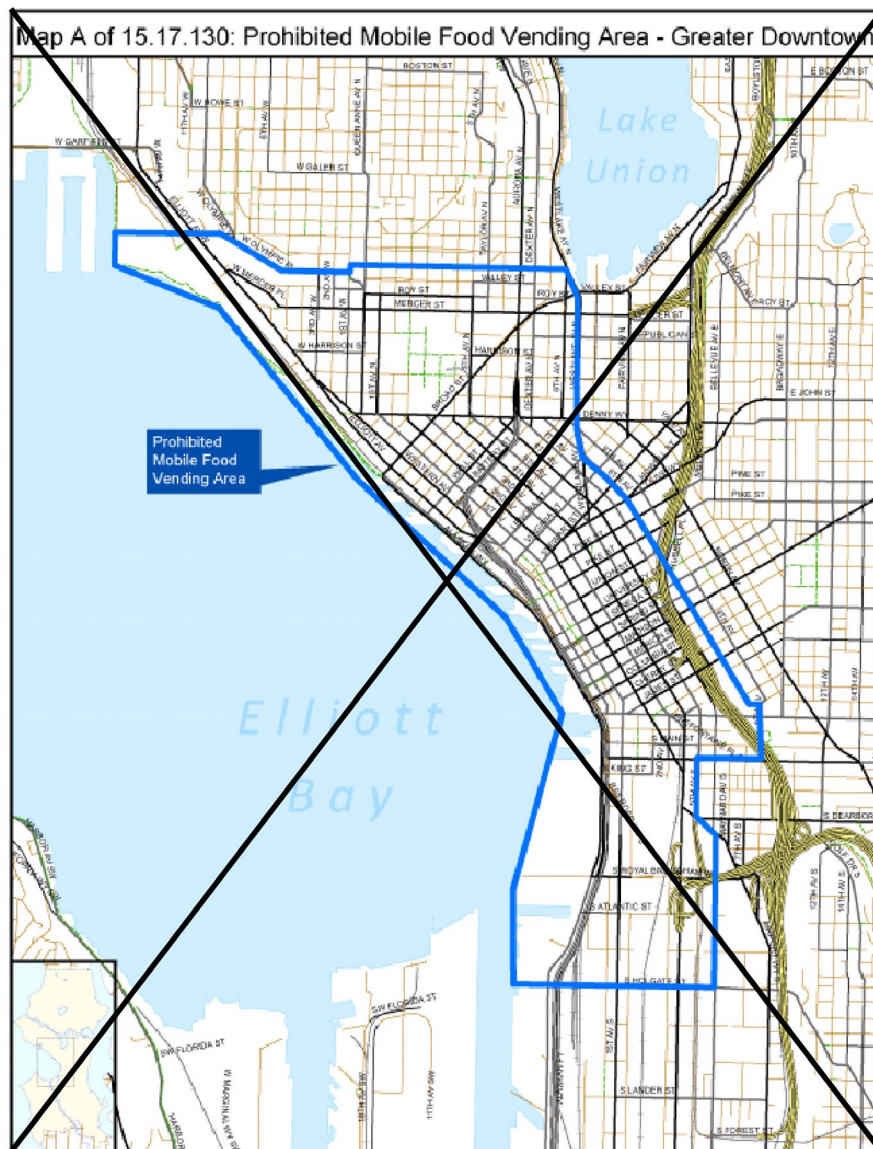
16 a. ~~An unobstructed corner clearance zone; and~~

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

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

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

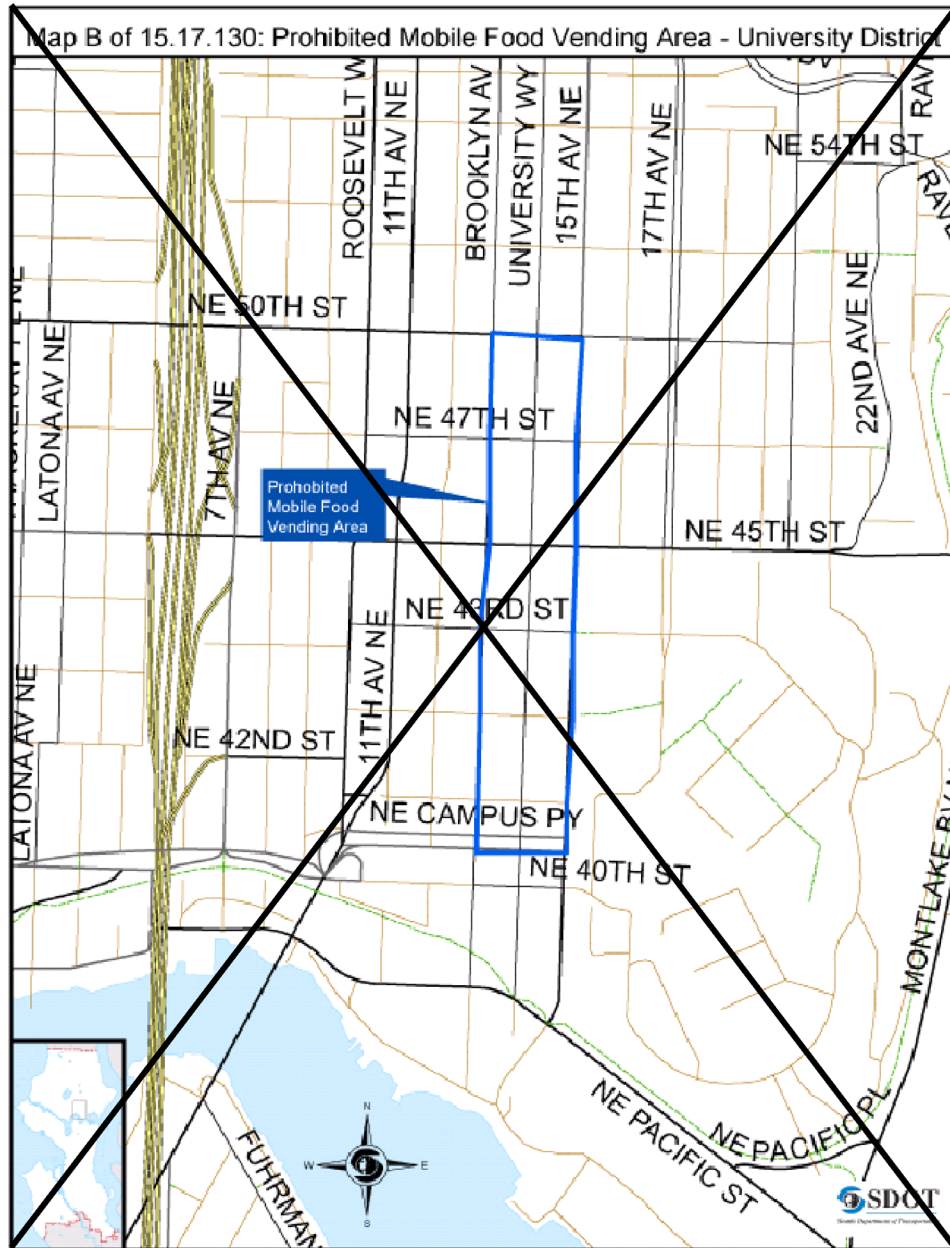
~~Aloha Streets to Westlake Avenue North; then south along Westlake Avenue North and
Westlake Avenue to Eighth Avenue; then south along Eighth Avenue to South Jackson Street;
then west along South Jackson Street to Fifth Avenue South; then south along Fifth Avenue
South to Airport Way South; then southeast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



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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

4 ~~c. Shall be located:~~

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

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

9 ~~3. The Traffic Engineer or Director of Transportation has authority to require~~
10 ~~dimensions greater than the minimum standards included in subsections 15.17.150.A.1 and~~
11 ~~15.17.150.A.2 to provide for pedestrian passage, traffic management, or any other public use~~
12 ~~purpose.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **15.17.200 First Amendment vending**

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

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

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

~~((15.17.250 Director's rules~~

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

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

15.32.250 Communication cabinet standards and setbacks

* * *

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

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

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

3. Shall be located:

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

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

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

* * *

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

15.91.002 Scope

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

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

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

Section 44. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

President _____ of the City Council

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

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

_____, City Clerk

(Seal)

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

Attachment A: Seattle Department of Transportation Street Use Fee Schedule

9/8/2022

Table A – Base Permit Fees	
Permit Type	Base Permit Fee
ROW Simple Issuance	\$178
ROW Complex Issuance	\$640
Major (SIP/UMP) Permit Issuance	\$7,580
SIP Lite Issuance	\$2,900
No Permit/No Job Start Fee	\$311
Street Vacation Processing	\$10,130
Council Term Issuance	\$362
PSM General Long-Term Issuance	\$362
PSM General Long-Term Renewal	\$275
PSM Year-round Public Street & Sidewalk Activities Issuance, including Year-round Farmers Markets	\$200
PSM Seasonal or Temporary Public Street & Sidewalk Activities Issuance, including Seasonal Farmers Markets	\$75
PSM Temporary Private Street & Sidewalk Activities Issuance	\$910 plus Table B3
PSM Year-round Business Activation Issuance	\$1,220 + \$200 for each Additional Space
PSM Year-round Business Activation Renewal	\$588
PSM Seasonal Business Activation Issuance	\$500
PSM Annual Site-Specific Vending Issuance	\$950
PSM 4-month Site Trial Vending Issuance	\$200
PSM Temporary Event Vending (max 4 event days) Issuance	\$75
PSM Annual Route Vending Issuance	\$275
PSM Event Pole Banner Issuance	\$275

Table A1 – Hourly Review and Inspection Service Rates	
Service Rate Type	Rate
Hourly Review and Inspection	\$305
Overtime Hourly Review and Inspection	\$610

Attachment A: Seattle Department of Transportation Street Use Fee Schedule

9/8/2022

Table A2 - Uses with No Base Permit Fee	
Use Description	Use Code
Gardening in the ROW	1
Tree Planting, Pruning or Removal	1A, 1B, and 1C
Unimproved right-of-way and shoulder planting with minimal ground disturbance of 1 cubic yard or less	1D
Miscellaneous User per SMC 15.04.100	54
Residential Street Barricading for Neighborhood Activation (e.g. block parties, play streets)	54B
Barricading for Public Safety	54C
Sidewalk or Driveway Maintenance or Repair (less than 100 sq. ft.)	55
First Amendment Vending or Expressive Activity	19B/19K
Public Activation Amenities (e.g. street furniture, art)	52
Advertising in the ROW (e.g. signs, graphics)	6

Table A3 – Modification Fee	
Use Description	Modification Fee
Standard Permit Modification Issuance	\$255
Vending Permit Modification Issuance	\$553

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

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

Table B3 – Short-Term Uses with Use Fees		
Use Description	Use Code	Permit Type(s)
PSM Temporary Private Street & Sidewalk Activities - Daily	3?	Temporary Activation
Installation or removal of encroachments	29B	ROW Complex
ROW construction staging	31	ROW Complex
Scaffolding installation, removal and non-walk thru staging	50	ROW Complex
Crane installation and removal or staging and operation	44	ROW Complex
Pavement restoration	40/51M	ROW Complex
Utility infrastructure	51-51E	ROW Complex & UMP
Privately owned utility	51G	ROW Complex
Preparatory or exploratory work	51I	ROW Complex
Small wireless facility	51Z	ROW Complex

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

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

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

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

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

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

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

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

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

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

Definitions

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

Attachment A: Seattle Department of Transportation Street Use Fee Schedule

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

9/8/2022

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

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

Use of Shoreline Street End Fees

9/8/2022

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

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

Use of Vending Fees

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

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

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Public Utilities	Vas Duggirala/3-7153	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 wastewater services of Seattle Public Utilities; adjusting wastewater rates code to automatically pass-through changes to treatment rates charged by external wastewater treatment providers; amending Section 21.28.040 of the Seattle Municipal Code to enable automatic adjustment of treatment rates; and amending Section 21.76.040 of the Seattle Municipal Code to enable automatic adjustment of credits to low-income wastewater customers.

Summary and Background of the Legislation: Over 99 percent of Seattle's sewage is conveyed and treated by King County. Pursuant to the City's contract with King County, the County Council is required to annually set a treatment rate that is passed on to agencies, such as SPU, to recover the cost of sewage treatment. Payment is remitted to the County monthly. This treatment rate must be incorporated into SPU's drainage and wastewater customer billing. However, the Seattle City Council has no authority over the County's treatment rate.

This legislation streamlines the process of treatment rate adjustments by making them automatic. A similar mechanism is used for Seattle City Light's Bonneville Power Administration rate adjustment. Currently, adjustments to the treatment rate needing to be made outside of the three- year system rate cycle for both drainage and wastewater are accomplished through periodic mid-term 'passthrough' legislation.

This ordinance would revise the treatment rate adoption mechanism for Seattle's wastewater rates. Drainage rates would be covered by a companion ordinance. These ordinances would allow SPU to set drainage and wastewater rates to reflect the adopted King County sewage treatment obligation, as well as associated taxes, utility discount program credits, and long-term debt service coverage and cash balance requirements driven largely by capital financing needs. All rate increases, broken out by system and treatment rates, would be published on the SPU website. Ratepayers' combined SPU utility bills will include the total wastewater rate, inclusive of the system and treatment rates.

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?

Several City departments incur sewer costs. The sewer fees for these departments will increase commensurate with future treatment rate increases allowed through this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, the Department of Neighborhoods, the Seattle Department of Transportation, the Seattle Fire Department, the Department of Finance and Administrative Services, the Department of Parks and Recreation, the Seattle Police Department, Seattle Public Utilities, and the Seattle Public Library.

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

The proposed legislation would increase clerical and financial efficiency of recovering treatment expenses. Not implementing the proposed legislation would continue the status quo.

4. OTHER IMPLICATIONS

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

Several City departments incur sewer costs. The sewer fees for these departments will increase commensurate with future treatment rate increases allowed through this legislation. The impacted departments include: Seattle Center, the City Budget Office, Seattle City Light, the Department of Neighborhoods, the Seattle Department of Transportation, the Seattle Fire Department, the Department of Finance and Administrative Services, the Department of Parks and Recreation, the Seattle Police Department, Seattle Public Utilities, and the Seattle Public Library.

b. Is a public hearing required for this legislation?

No

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

No

d. Does this legislation affect a piece of property?

No

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

This legislation includes increases to the Utility Discount Program to provide rate relief to low-income residents.

f. Climate Change Implications

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

No

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

NA

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

NA

Summary Attachments:

September 16, 2022

MEMORANDUM

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

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

Background

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

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

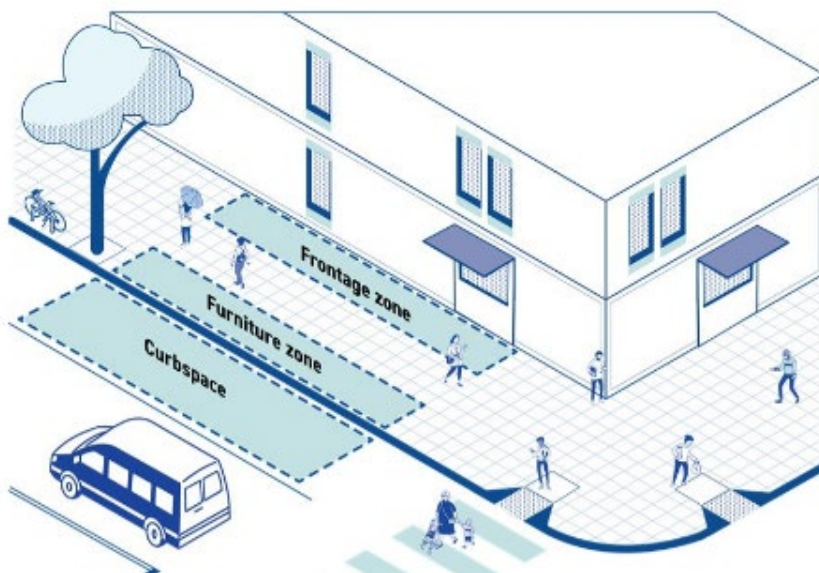
In authorizing the no-cost permits, Council directed SDOT to develop a permanent permitting proposal to allow for these business uses to continue after the COVID-19 pandemic, drawing on SDOT's experience with the Temporary Business Recovery Use permits. The Council directed SDOT to provide a draft proposal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

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

Draft Program Changes and Director's Rules

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

Figure 1: Illustration of defined locations



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

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

Draft Fee Schedule

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

Table 1: Proposed cost of select street use permits

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

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

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

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

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

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

Considerations

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

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

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

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

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

Next Steps

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

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

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

Long-term Recommendations for Safe Start Permitting

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

Alyse Nelson, Joel Miller

Our Vision, Mission, Values, & Goals

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

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

Committed to 6 **core values:**

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

Presentation outline

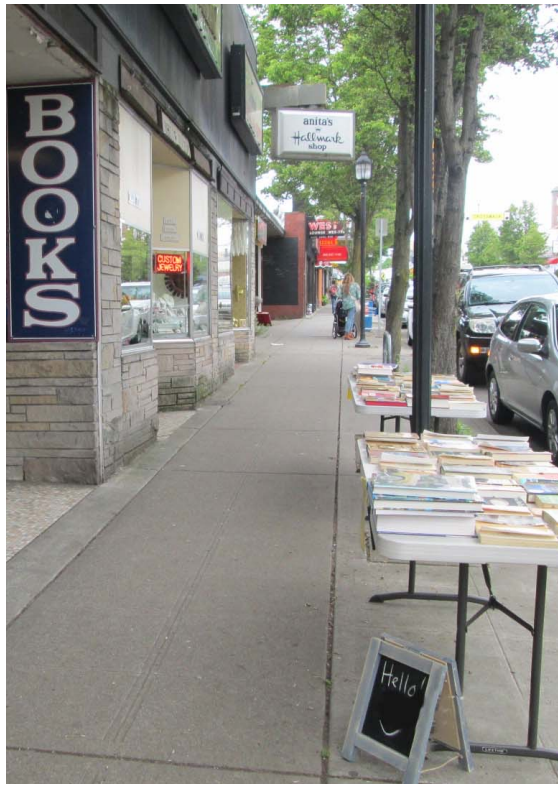
- Background
- Outreach summary
- Timeline
- Proposed changes



Introduction



Outdoor dining



Merchandise display



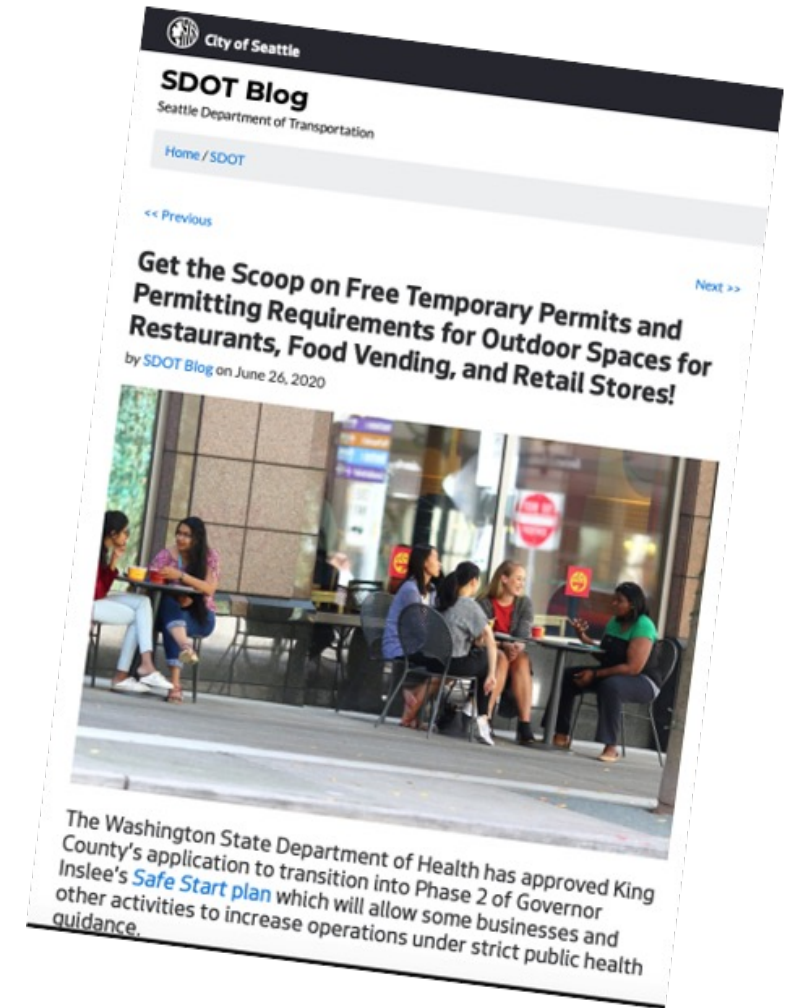
Vending



Street activation

Safe Start program background

- Began in Summer 2020
- Expanded our outdoor dining, vending, merchandise display, and street closure permitting options to support businesses during the pandemic
- Streamlined & free permits
- Received \$300k in federal recovery funding to support the program
- Issued 300+ Safe Start permits to-date
- Program ends in 2023



Policy support



Safe Start outreach 2020 - present



Surveys

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



Community Meetings

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



BIPOC-focused Outreach

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



Evaluations

- Safe Start 1.0
- Seattle Together Streets
- Market Streets



Public Awareness

- Blog posts
- Web updates
- SEPA
- Stakeholder engagement

Safe Start outreach to-date

Support for Safe Start Permits:



90%

Cafés in the
curb space



90%

Sidewalk cafés



90%

Street closures
for dining and
shopping



89%

Food trucks or
carts in curb
spaces



83%

Food carts on
sidewalks



65%

Sidewalk retail
displays



59%

Retail displays
in curb spaces

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

Timeline moving forward



Overall Goals

- Continue the vibrancy, livability and resilience benefits from the Safe Start COVID response
- Lower barriers to participation throughout Seattle for communities and BIPOC-owned businesses, including vendors
- Provide new tools and options for activating Seattle's public space
- Make the program financially sustainable
- Build flexibility into our approach



Programmatic Goals

Outdoor Dining

- Plan for longer lasting, sturdy structures
- Encourage year-round vibrancy
- Ensure adequate curb space for passenger and freight loading

Merchandise Display

- Simplify process for simple storefront displays

Vending

- Help BIPOC-owned small-business
- Allow more partnership opportunities for food trucks and other businesses, including breweries
- Allow food truck "pods" where appropriate
- Add more opportunities for new vending businesses in Seattle

Street Activation

- Encourage more community and business use of Seattle's streets, including seasonal and year-round activations

Proposed changes: outdoor dining

- Ordinance

- No substantive modifications to SMC Ch. 15.16

- Fee Schedule

- Long-term permit issuance: \$1,220 + \$200/additional area
 - Renewal: \$588
 - Seasonal issuance: \$500
 - No occupation fees
 - Additional hourly review may be required

- Director's Rule

- Adding seasonal permit (April – Oct)
 - Enhanced standards on structure designs
 - Maximum length of 40 feet
 - Emergency access gaps
 - Platforms allowed in more cases for sidewalk cafes, allowed but not required for curbspace cafes
 - Permittee responsibilities for maintenance and operation

Proposed changes: vending

- Ordinance

- Removes:

- 50-foot brick and mortar setback rule
 - Two trucks & two carts per block face limit moved to Director's Rule
 - Restriction to allow for vending of more types of goods
 - Prohibition against vending in areas zoned neighborhood residential and near schools

- Fee Schedule

- Issuance fee

- \$950 for year-long permit
 - \$533 renewal
 - \$200 for 4-month trial permit
 - \$75 for temporary event permit

- Occupation fee unchanged

- Director's Rule

- Establishes:

- Setbacks, review guidelines, and program rules to manage new siting standards
 - Two trucks & two carts per block face limit remains, with exceptions allowed
 - New 4-month "trial" vending permit
 - Vendors or adjacent owners may apply
 - Permittee responsibilities for maintenance and operation

Proposed changes: merchandise display

- Ordinance

- New chapter 15.15 is added to SMC to clarify display regulations

- Fee Schedule

Furniture zone only

- First issuance: \$1,200
 - Renewal: \$588
 - Seasonal issuance: \$500
 - No occupation fees
 - Additional hourly review may be required

- Director's Rule

- New Director's Rule is added
 - Adding seasonal permit (April – Oct)
 - Remove permit requirements for merchandise display in the frontage zone
 - Disallowed in the curbspace except as part of a street activation permit
 - Include diverters for cane detectability
 - Permittee responsibilities for maintenance and operation

Proposed changes: street activation

- Ordinance

- No modifications to SMC

- Fee Schedule

- Year-round (24/7, public)
 - \$200 issuance fee
 - Seasonal (public)
 - \$75 issuance
 - Temporary/recurring (public)
 - \$75 issuance
 - Temporary/recurring (private)
 - \$910 issuance
 - \$150 recurrence
 - Additional hourly review fee may be required

- Program requirements

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

Proposed changes: general

- Ordinance

- Allow some uses of right-of-way without a permit if user adheres to standards in applicable SDOT Director's Rules.
- Allow exceptions to insurance requirements when permitting specified minor uses of right-of-way by Director's Rule.
- Allow variations and exceptions to indemnity agreement requirements by Director's Rule.
- Establish ability to close old applications and permits when no activity has occurred.

Questions?

Stay in touch:



Alyse Nelson: alyse.nelson@seattle.gov

Joel Miller: joel.miller@seattle.gov



www.seattle.gov/transportation