

Ordinance No. 123101

Council Bill No. 116637

AN ORDINANCE relating to the South Park Bridge project; authorizing the Director of the Department of Transportation to negotiate and enter into an Interlocal Agreement between King County and the City of Seattle for the purpose of acquiring property and easements in support of the design and construction of a new South Park Bridge; and ratifying and confirming prior acts.

CF No. \_\_\_\_\_

|                              |  |   |
|------------------------------|--|---|
| Date Introduced:             | <u>9.8.09</u>                            |   |
| Date 1st Referred:           | To: (committee)<br><u>Transportation</u> |   |
| Date Re - Referred:          | To: (committee)                          |   |
| Date Re - Referred:          | To: (committee)                          |   |
| Date of Final Passage:       | Full Council Vote:<br><u>9-0</u>         |   |
| Date Presented to Mayor:     | Date Approved:<br><u>9.24.09</u>         |   |
| Date Returned to City Clerk: | Date Published:<br><u>3</u>              | T.O. <input checked="" type="checkbox"/><br>F.T. <input type="checkbox"/> |
| Date Vetoed by Mayor:        | Date Veto Published:                     |   |
| Date Passed Over Veto:       | Veto Sustained:                          |   |

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

Jan Drago

Councilmember

**Committee Action:**

Pass 4-0 Drago, Clark, Melwan, Godden

9-21-09 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_ (initial/date)

*Law Department*

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

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2  
3 **ORDINANCE**

123101 cm  
~~123100~~ 10/1/09

4 AN ORDINANCE relating to the South Park Bridge project; authorizing the Director of the  
5 Department of Transportation to negotiate and enter into an Interlocal Agreement  
6 between King County and the City of Seattle for the purpose of acquiring property and  
7 easements in support of the design and construction of a new South Park Bridge; and  
8 ratifying and confirming prior acts.

9 WHEREAS, King County has approved a capital improvement project to develop and issue an  
10 environmental impact statement (EIS) for design alternatives to the existing South Park  
11 Bridge and to conduct the subsequent engineering and design of the preferred alternative;  
12 and

13 WHEREAS, South Park Bridge is currently located on 14<sup>th</sup>/16<sup>th</sup> Avenue S. across the Duwamish  
14 River, with the north half of the bridge located in the City of Tukwila and the south half  
15 of the bridge located in King County; and

16 WHEREAS, King County is proceeding with completion of the final EIS and engineering design  
17 focusing on the Bascule Bridge alternative and intends to construct a replacement bridge  
18 to be located on the west side of the existing bridge provided that sufficient funding is  
19 secured; and

20 WHEREAS, preliminary engineering research conducted in connection with the project has  
21 identified the need to improve traffic safety at the five-legged intersection of 14<sup>th</sup> Avenue  
22 South, Dallas Avenue South, and South Sullivan Street; and

23 WHEREAS, the reconfiguration of the intersection will require King County to acquire real  
24 property, easements, and permits within Seattle's city limits to ensure that the project can  
25 be constructed as designed; and

26 WHEREAS, after construction of the new bridge and pursuant to the terms provided in the  
27 Interlocal Agreement, King County and the City of Seattle will review the inventory of  
28 property and jointly determine which property interests should be conveyed by King  
County to the City of Seattle; and

WHEREAS, pursuant to RCW Chapter 39.34, the Interlocal Corporation Act, any two or more  
public agencies may enter into agreements with one another for joint or cooperative  
action, provided that the agreements are authorized by their governing bodies; NOW  
THEREFORE,



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

Section 1. The Director of the Seattle Department of Transportation, or her designee, is authorized to negotiate and enter into an Interlocal Agreement with King County, substantially in the form attached hereto as Attachment A and incorporated herein, for the purpose of acquiring property and easements in support of the design and construction of a new South Park Bridge.

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



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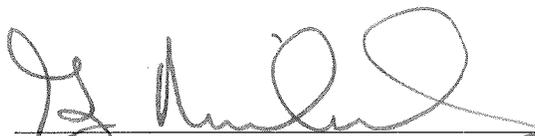
Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 21<sup>st</sup> day of September, 2009, and signed by me in open session in authentication of its passage this

21<sup>st</sup> day of September, 2009.

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

Approved by me this 24<sup>th</sup> day of September, 2009.

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this 24<sup>th</sup> day of September, 2009.

  
\_\_\_\_\_  
City Clerk

(Seal)

Attachment A: Interlocal Agreement between King County and the City of Seattle Related to Conveyance of Road-Related Property.

**INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF SEATTLE  
RELATING TO CONVEYANCE OF ROAD-RELATED PROPERTY**

**THIS AGREEMENT** is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”), and the City of Seattle, a municipal corporation of the State of Washington (“the City”), for the purpose of acquiring property and easements in support of the design of a new South Park Bridge (“the Project”). The County and the City are referred to collectively as “the Parties.”

**RECITALS**

- A. The County has a capital improvement project (“CIP”# 300197) to develop and issue an environmental impact statement for design alternatives to the existing South Park Bridge, #3179, (the “Bridge”) and to conduct the engineering and design of the preferred alternative (the “Project”).
- B. The Bridge is located on 14<sup>th</sup>/16<sup>th</sup> Avenue South across the Duwamish River. The north half of the Bridge is located in the City of Tukwila. The south half of the Bridge is located in the County. The County and the City of Tukwila have previously entered into an agreement, executed January 3, 2003, in which the City of Tukwila granted the County authority to make any decisions related to the operation, maintenance and management of the Bridge to the same extent as if the entire Bridge were part of the County road system.
- C. The City of Seattle borders unincorporated King County at approximately the center of Dallas Avenue South on the south side of the Bridge.
- D. Several studies have shown that the condition of the Bridge warrants replacement. These studies include:
- Structural Alternatives Study – November 2003
  - Analysis of Risk and Remaining Life of the South Park Bridge – March 2004
  - South Park Bridge Peer Review – February 2006
- E. The County has completed the Draft Environmental Impact Statement in September 2005. The Bascule Bridge alternative was selected as the preferred alternative in February 2006 after a public comment period, input from the Project Advisory Committee (PAC), and concurrence by the Washington State Department of Transportation and Federal Highway Administration. The County is proceeding with completion of the Final Environmental Impact Statement and engineering design focusing on the bascule bridge alternative.



*Att. a*

- F. The County intends to construct a replacement to the Bridge to be located on the west side of the existing Bridge if sufficient funding can be secured. The roadway configuration of the new Bridge is planned to consist of four 11-foot lanes, two bicycle lanes, and two sidewalks, with drainage.
- G. Preliminary engineering has identified the need to improve traffic safety at the five-legged intersection of 14th Avenue South, Dallas Avenue South, and South Sullivan Street as part of the Project. The reconfiguration of the intersection will require purchasing property(s) within the City's limits.
- H. The County will need to acquire real property, easements and permits within the City's corporate limits to ensure that the Project can be constructed as designed if sufficient funding can be secured.
- I. The Parties are each authorized to enter into the Agreement pursuant to RCW Chapter 39.34 (the Interlocal Cooperation Act).

NOW, THEREFORE, the County and City agree as follows:

### **AGREEMENT**

1. **PURPOSE**

This Agreement sets forth each Party's role and responsibility for the property acquisition and permitting of the Project within the City's corporate limits.

2. **PROPERTY ACQUISITION**

2.1 The County shall acquire, by negotiated purchase, eminent domain or otherwise, all real property, easements and other rights or interest in property for the Project, whether located within the corporate limits of the City or in unincorporated King County, that are necessary, in the County's judgment, to complete construction of the Project.

2.2 The County shall perform the necessary appraisal, relocation assistance, and other property acquisition services necessary to acquire the real property interests identified by the County as necessary for the Project. The costs of the acquisition and transfer of the property, including title reports, title insurance, costs of investigation, environmental documentation, closing costs, and other administrative fees, shall be the sole responsibility of the County.

2.3 The City shall use its best efforts to assist and cooperate in the County's



acquisition efforts. To the extent that the City's consent is legally required, the City consents to the County's exercise of eminent domain within the corporate limits of the City for purposes of the Project.

3. PERMITTING

3.1 The County shall be responsible for obtaining required permits for the Project. The City will endeavor to expedite any permits required by the County from the City.

4. AUTHORITY OF COUNTY ROAD ENGINEER

4.1 The County Road Engineer shall have final authority on all decisions related to Project design and construction. The portions of the Project located within the City shall meet the City's applicable design requirements.

5. CONVEYANCE OF ROAD-RELATED PROPERTY

5.1 If a new bridge is constructed, the County shall provide to the City an inventory of the real property, easements and other rights or interests in property within the City limits acquired by the County in order to construct the new bridge. The City and the County shall review the inventory and jointly determine which property interests should be conveyed to the City by the County. The County will identify any property proposed to be transferred to the City that contains areas of known or suspected contamination with hazardous substances, and will provide documentation relating to remedial, removal or cleanup activities, if any.

5.2 The City reserves the right to refuse to accept property known or suspected to be contaminated, or to prescribe the conditions upon which it may accept such property.

5.3 The Parties shall endeavor to complete conveyance as soon as practicable after construction of the new bridge.

6. PAYMENT

6.1 The County shall pay the City for permit staff costs incurred by the City for issuance of required City permits and the review of property acquisitions within the City limits, and other work related to property acquisition that the County may request.

7. DURATION/TERMINATION

7.1 This Agreement shall remain in effect until all of its obligations have been



performed or it is terminated pursuant to Section 7.2.

- 7.2 If expected or actual funding is withdrawn, reduced or limited in any way prior to the completion of the Project, the County may, with thirty (30) days written notice to the City, terminate this Agreement.

8. LIABILITY

- 8.1 Washington State law shall govern the respective liabilities of the Parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to this Agreement.

9. OTHER PROVISIONS

- 9.1 The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Project, provided, the County shall obtain all required City permits prior to commencement of work.

- 9.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

- 9.3 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 9.4 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

- 9.5 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

- 9.6 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

- 9.7 The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect its terms and conditions.



**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the date last written below.

**KING COUNTY**

**CITY OF SEATTLE**

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Grace Crunican, Director of  
Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney





MEMORANDUM

**Date:** March 29, 2011  
**To:** City Clerk  
**From:** Brandon Bolinger, SDOT Director's Office  
**Subject:** Interlocal Agreements with King County

FILED  
CITY OF SEATTLE  
2011 MAR 29 PM 4:28  
CITY CLERK

Attached are original copies of two interlocal agreements to be filed:

- 1) Interlocal Agreement between King County and the City of Seattle, effective June 17, 2010, for the purpose of acquiring property and easements in support of the design and construction of a new South Park Bridge, as authorized by Ordinance 123101.
- 2) Interlocal Agreement between King County and the City of Seattle, effective February 28, 2011, regarding mutual roles and responsibilities regarding the funding and construction of a new South Park Bridge, as authorized by Ordinance 123549.



ORIGINAL

**INTERLOCAL AGREEMENT**  
**BETWEEN KING COUNTY AND THE CITY OF SEATTLE**  
**RELATING TO CONVEYANCE OF ROAD-RELATED PROPERTY**

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configuration of the new Bridge is planned to consist of four 11-foot lanes, two bicycle lanes, and two sidewalks, with drainage.

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- 2.1 The County shall acquire, by negotiated purchase, eminent domain or otherwise, all real property, easements and other rights or interest in property for the Project, whether located within the corporate limits of the City or in unincorporated King County, that are necessary, in the County's judgment, to complete construction of the Project.
- 2.2 The County shall perform the necessary appraisal, relocation assistance, and other property acquisition services necessary to acquire the real property interests identified by the County as necessary for the Project. The costs of the acquisition and transfer of the property, including title reports, title insurance, costs of investigation, environmental documentation, closing costs, and other administrative fees, shall be the sole responsibility of the County.
- 2.3 The City shall use its best efforts to assist and cooperate in the County's acquisition efforts. To the extent that the City's consent is legally required,

the City consents to the County's exercise of eminent domain within the corporate limits of the City for purposes of the Project.

3. PERMITTING

3.1 The County shall be responsible for obtaining required permits for the Project. The City will endeavor to expedite any permits required by the County from the City.

4. AUTHORITY OF COUNTY ROAD ENGINEER

4.1 The County Road Engineer shall have final authority on all decisions related to Project design and construction. The portions of the Project located within the City shall meet the City's applicable design requirements.

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7. DURATION/TERMINATION

7.1 This Agreement shall remain in effect until all of its obligations have been performed or it is terminated pursuant to Section 7.2.

7.2 If expected or actual funding is withdrawn, reduced or limited in any way prior to the completion of the Project, the County may, with thirty (30) days written notice to the City, terminate this Agreement.

## 8. LIABILITY

8.1 Washington State law shall govern the respective liabilities of the Parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to this Agreement.

## 9. OTHER PROVISIONS

9.1 The City hereby grants to the County right of entry into the corporate limits of the City for the purpose of performing any and all tasks necessary to complete the Project, provided, the County shall obtain all required City permits prior to commencement of work.

9.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

9.3 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.4 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

9.5 This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

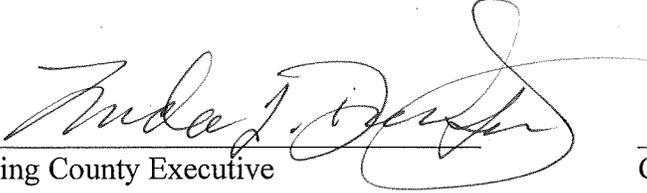
9.6 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

9.7 The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect its terms and conditions.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date last written below.

**KING COUNTY**

**CITY OF SEATTLE**

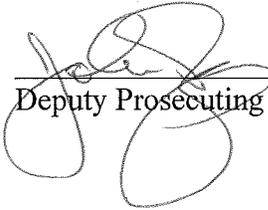
  
\_\_\_\_\_  
King County Executive

  
\_\_\_\_\_  
Grace Crunican, Director of  
Transportation

June 17, 2010  
Date

12-3-9  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

| <b>Department:</b>           | <b>Contact Person/Phone:</b> | <b>DOF Analyst/Phone:</b> |
|------------------------------|------------------------------|---------------------------|
| Department of Transportation | John Arnesen / 684-8921      | Stephen Barham / 733-9084 |

**Legislation Title:**

AN ORDINANCE relating to the South Park Bridge project; authorizing the Director of the Department of Transportation to negotiate and enter into an Interlocal Agreement between King County and the City of Seattle for the purpose of acquiring property and easements in support of the design and construction of a new South Park Bridge; and ratifying and confirming prior acts.

**Summary and background of the Legislation:**

The Council Bill authorizes the Director of the Department of Transportation to negotiate and enter into an Interlocal Agreement (the "Agreement") between King County and the City for the purpose of acquiring property and easements within Seattle in support of King County's design and construction of a new South Park Bridge. Pursuant to the Agreement, the costs of the property acquisitions will be funded entirely by King County.

Currently, South Park Bridge is located on 14<sup>th</sup>/16<sup>th</sup> Avenue S. across the Duwamish River, with the north half of the bridge located in the City of Tukwila and the south half of the bridge located in King County. Several studies have demonstrated that the condition of the bridge warrants replacement. On January 3, 2003, King County and the City of Tukwila entered into an agreement in which the City of Tukwila granted King County authority to make any decisions related to the operation, maintenance, and management of the bridge to the same extent as if the entire bridge were part of the King County road system.

King County intends to construct a replacement bridge on the west side of the existing bridge. Preliminary engineering designs for the bridge and roadway improvements suggest that King County will need to acquire real property rights within Seattle's city limits. Upon completion of the new bridge and pursuant to the terms of the Agreement, property rights acquired by King County within Seattle's city limits will be conveyed from King County to the City of Seattle.

| <b>Project Name:</b> | <b>Project I.D.</b> | <b>Project Location:</b>  | <b>Start Date:</b>       | <b>End Date</b>          |
|----------------------|---------------------|---|--------------------------|--------------------------|
| South Park Bridge    | TC365780            | 16 <sup>th</sup> Ave. S./<br>E. Marginal Way S./<br>S. Cloverdale St. | 1 <sup>st</sup> Qtr 2001 | 4 <sup>th</sup> Qtr 2014 |



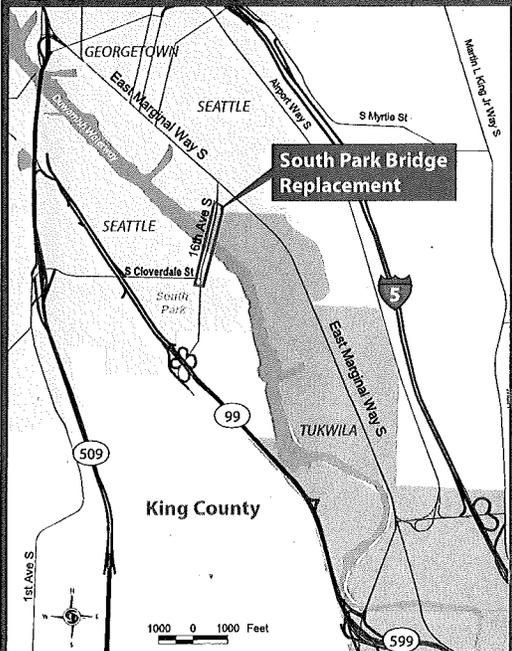
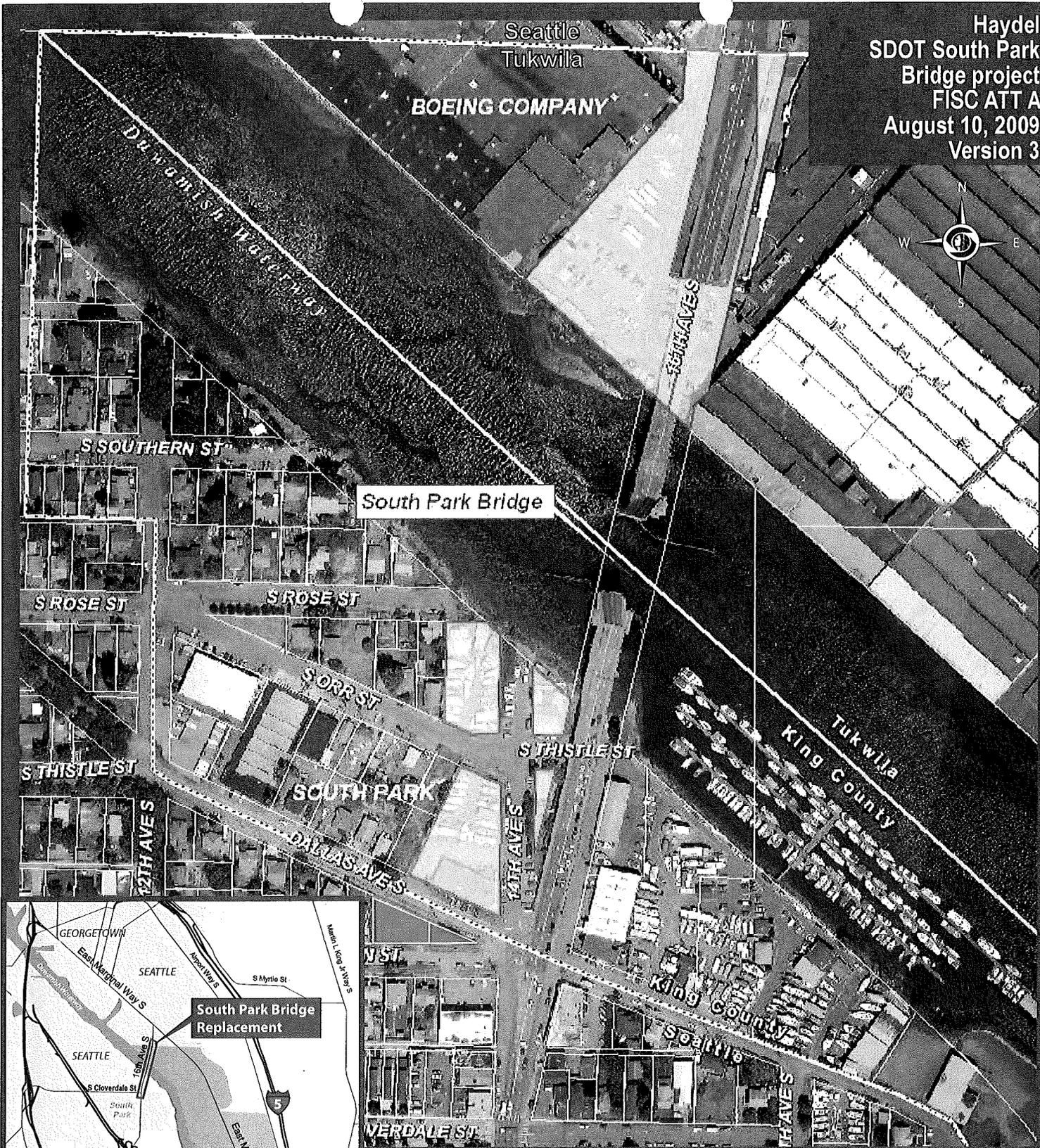
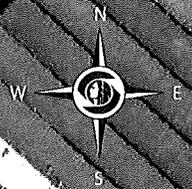
- *Please check any of the following that apply:*

       **This legislation creates, funds, or anticipates a new CIP Project.** *(Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)*

  X   **This legislation does not have any financial implications.** *(Stop here and delete the remainder of this document prior to saving and printing.)*

Attachment A: Location of the new South Park Bridge.





-  Parcels to be acquired within city
-  Parcels to be acquired outside of city
-  City limits



*att. a to Fiscal Note*





# City of Seattle

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Gregory J. Nickels, Mayor

## Office of the Mayor

September 1, 2009

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill which authorizes the Director of the Department of Transportation to negotiate and enter into an Interlocal Agreement between King County and the City of Seattle for acquiring property and easements within Seattle in support of King County's design and construction of a new South Park Bridge. Pursuant to the Agreement, the costs of the property acquisitions will be funded entirely by King County.

Currently, South Park Bridge is located on 14<sup>th</sup>/16<sup>th</sup> Avenue S. across the Duwamish River, with the north half of the bridge located in the City of Tukwila and the south half of the bridge located in King County. On January 3, 2003, King County and the City of Tukwila entered into an agreement in which the City of Tukwila granted King County authority to make any decisions related to the operation, maintenance, and management of the bridge to the same extent as if the entire bridge were part of the King County road system.

King County intends to construct a replacement bridge on the west side of the existing bridge and will need to acquire real property rights for the project within Seattle's city limits. Upon completion of the new bridge, property rights acquired by King County within Seattle's city limits will be conveyed from King County to the City of Seattle.

Thank you for your consideration of this legislation. Should you have questions, please contact John Arnesen at 684-8921.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, light-colored scribble or watermark.

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

---

600 Fourth Avenue, 7<sup>th</sup> Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: [mayors.office@seattle.gov](mailto:mayors.office@seattle.gov)

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.