

CITY OF SEATTLE
ORDINANCE _____

COUNCIL BILL 118101

AN ORDINANCE relating to City employment; authorizing the execution of memoranda of understanding between the City of Seattle and members of the Coalition of City Unions; and ratifying and confirming prior acts.

WHEREAS, a memorandum of understanding providing for the wages, benefits and other conditions of employment between the City and most members of the Coalition of City Unions expired on December 31, 2013; and

WHEREAS, employees represented by unions participating in the Coalition of City Unions continued to work after December 31, 2013 on condition that the subject of their wages, benefits and other conditions of employment continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to a tentative agreement between the City and the Coalition of City Unions concerning wages, benefits and other conditions of employment, subject to the ratification by the membership of unions participating in the Coalition of City Unions; and

WHEREAS, department appropriation authority is included in C.B. 118103 to cover the compensation authorized in the attached memoranda of understanding; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is authorized on behalf of the City to execute a memorandum of understanding between the City and the Coalition of City Unions effective January 1, 2014 through December 31, 2014, substantially in the form attached to this ordinance as Attachment A and identified as "Memorandum of Understanding by and between the City of Seattle and the Coalition of City Unions," provided that the agreement has been ratified by the unions identified in the agreement. Should the memorandum of understanding fail to be ratified by all unions identified therein, the Mayor is authorized to execute the agreement for those unions signatory to the agreement.

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1 Section 2. As requested by the Personnel Director and recommended by the Mayor, the
2 Mayor is authorized on behalf of the City to execute a memorandum of understanding between
3 the City and the Seattle Police Dispatchers' Guild effective January 1, 2014 through December
4 31, 2014, substantially in the form attached to this ordinance as Attachment B and identified as
5 "Memorandum of Understanding by and between the City of Seattle and the Seattle Police
6 Dispatchers' Guild," provided that the agreement has been ratified by the union.

7 Section 3. As requested by the Personnel Director and recommended by the Mayor, the
8 Mayor is authorized on behalf of the City to execute a memorandum of understanding between
9 the City and the Washington State Council of County and City Employees, AFSCME, AFL-CIO,
10 Local 21C effective through December 31, 2014, substantially in the form attached to this
11 ordinance as Attachment C and identified as "Memorandum of Understanding by and between
12 the City of Seattle and the Washington State Council of County and City Employees, AFSCME,
13 AFL-CIO, Local 21C," provided that the agreement has been ratified by the union.

14 Section 4. As requested by the Personnel Director and recommended by the Mayor, the
15 Mayor is authorized on behalf of the City to execute a memorandum of understanding between
16 the City and the Professional and Technical Employees, Local 17 - Information Technology
17 Professionals effective January 1, 2014 through December 31, 2014, substantially in the form
18 attached to this ordinance as Attachment D and identified as "Memorandum of Understanding by
19 and between the City of Seattle and the Professional and Technical Employees, Local 17 -
20 Information Technology Professionals," provided that the agreement has been ratified by the
21 union.

22 Section 5. As requested by the Personnel Director and recommended by the Mayor, the
23 Mayor is authorized on behalf of the City to execute a memorandum of understanding between
24 the City and the International Association of Machinists and Aerospace Workers, District Lodge
25 160, Local 289 effective January 1, 2014 through December 31, 2014, substantially in the form
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1 attached to this ordinance as Attachment E and identified as “Memorandum of Understanding by
2 and between the City of Seattle and the International Association of Machinists and Aerospace
3 Workers, District Lodge 160, Local 289,” provided that the agreement has been ratified by the
4 union.

5 Section 6. Any act consistent with the authority and prior to the effective date of this
6 ordinance is ratified and confirmed.

1 Section 7. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the ____ day of _____, 2014, and
5 signed by me in open session in authentication of its passage this
6 ____ day of _____, 2014.

7 _____
8
9 President _____ of the City Council

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11 Approved by me this ____ day of _____, 2014.

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13 _____
14 Edward B. Murray, Mayor

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16 Filed by me this ____ day of _____, 2014.

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18 _____
19 Monica Martinez Simmons, City Clerk

20 (Seal)

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22 Attachments:

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24 Attachment A: Memorandum of Understanding by and between the City of Seattle and the
25 Coalition of City Unions
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1 Attachment B: Memorandum of Understanding by and between the City of Seattle and Seattle
Police Dispatchers' Guild

2 Attachment C: Memorandum of Understanding by and between the City of Seattle and the
3 Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21C

4 Attachment D: Memorandum of Understanding by and between the City of Seattle and the
5 Professional and Technical Employees, Local 17 – Information Technology Professionals

6 Attachment E: Memorandum of Understanding by and between the City of Seattle and the
7 International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and the

COALITION OF CITY UNIONS

For the time period of January 1, 2014 through December 31, 2014

- 1) Effective January 1, 2014, the wages of all job titles represented by the Coalition of City Unions signatory to this Memorandum of Understanding (MOU) shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.
- 2) All other terms and conditions of Sections 1 – 5 of the Parties' MOU that expired on December 31, 2013 shall continue through December 31, 2014, except as specified herein.
- 3) Nothing in this MOU shall preclude the Parties from bargaining wage adjustments to specific job titles with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.
- 4) Nothing in this MOU shall preclude the Parties from bargaining over changes to the City's Retirement system, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.
- 5) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with two representatives of the Coalition of City Unions to discuss this issue. These discussions are informational only and are not to be considered negotiations.
- 6) Nothing in this MOU shall preclude the Parties from bargaining over wage adjustments to specific job titles associated with the implementation of a "minimum

wage", provided, however, that in no event shall the implementation of changes resulting from these negotiations begin prior to January 1, 2015.

- 7) The parties to this agreement will continue to bargain successor agreement(s).
- 8) This MOU shall become effective upon signature.

SIGNED this _____ day of _____ 2014:

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE

Edward B. Murray,
Mayor

Susan L. Coskey,
Personnel Director

David Bracilano,
Labor Relations Director

C. Kimi Kondo,
Presiding Judge
Seattle Municipal Court

SIGNATORY UNIONS

Fernando Arevalo, Business Representative
I.U. Painters and Allied Trades,
District Council #5

Charles Primm, Union Representative
P.T.E., Local 17
PTA

Brian Opland, Business Representative
Boilermakers Union, Local 104

Ethan Fineout, Union Representative
W.S.C.C.C.E., Local 21Z

Dennis Conklin, Regional Director
Inland Boatmen's Union of the Pacific

Marty Fox, Business Representative
Sheet Metal Workers, Local 66

Bill Dennis, Union Representative
W.S.C.C.C.E., Locals 21

David A. Grage, Secretary-Treasurer
Teamsters, Local 763 (JCC), Municipal
Court, and Municipal Court Supervisors

Mylor Treneer, Business Representative
I.A.T.S.E., Local 15

Jennifer Webby, Business Representative
H.E.R.E., Local 8

Patti Kieval, Union Representative
P.T.E., Local 17
PTA

Guadalupe Perez, Union Representative
P.T.E., Local 17
PTA

Janet Lewis, Business Representative
I.B.E.W., Local 46

Lisa Jacobs, Union Representative
P.T.E., Local 17
PTA, Probation Counselors

Mike Bolling, Business Representative
I.U. Operating Engineers, Local 286

Tracey A. Thompson, Secretary-Treasurer
Teamsters, Local 117 JCC Unit, Admissions
Unit, Evidence Warehouse

Ian Gordan, Business Manager
P.S.I.E., Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Marty Yellam, Business Representative
U.A. Plumbers and Pipefitters, Local 32

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild

Jeff Skillman, Business Representative
Pacific Northwest Regional Council of
Carpenters

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and the

SEATTLE POLICE DISPATCHERS' GUILD

For the time period of January 1, 2014 through December 31, 2014

- 1) Effective January 1, 2014, the wages of all job titles represented by the Seattle Police Dispatchers' Guild shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.
- 2) All other terms and conditions of the collective bargaining agreement that expired on December 31, 2013 shall continue through December 31, 2014, except as specified herein.
- 3) Nothing in this MOU shall preclude the Parties from bargaining wage adjustments to specific job titles with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.
- 4) Nothing in this MOU shall preclude the Parties from bargaining over changes to the City's Retirement system, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.
- 5) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with two representatives of the Coalition of City Unions to discuss this issue. These discussions are informational only and are not to be considered negotiations.
- 6) Nothing in this MOU shall preclude the Parties from bargaining over wage adjustments to specific job titles associated with the implementation of a "minimum

wage", provided, however, that in no event shall the implementation of changes resulting from these negotiations begin prior to January 1, 2015.

- 7) The parties to this agreement will continue to bargain a successor agreement.
- 8) This MOU shall become effective upon signature.

SIGNED this _____ day of _____ 2014.

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE

FOR SEATTLE POLICE DISPATCHERS'
GUILD

Edward B. Murray,
Mayor

Scott Best
President

Susan L. Coskey,
Personnel Director

David Bracilano,
Labor Relations Director

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and

THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 21C

Through December 31, 2014

- 1) Effective January 1, 2014, the wages of all job titles listed in Appendices B and C of the Agreement between the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21C ("Local 21C") and the City of Seattle ("City"), effective through January 31, 2014 ("Agreement") shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.
- 2) For all titles listed in Appendix B and C, all other terms and conditions of the Agreement shall continue through December 31, 2014, regardless of dates set forth in the Agreement, except as specified herein.
- 3) For all titles listed in Appendix A of the Agreement, all terms and conditions of the Agreement shall continue through December 31, 2014, regardless of dates set forth in the Agreement, except as specified herein.
- 4) Nothing in this MOU shall preclude the Parties from bargaining wage adjustments to specific job titles with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.
- 5) Nothing in this MOU shall preclude the Parties from bargaining over changes to the City's Retirement system, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.
- 6) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with two representatives of the Coalition of City Unions to discuss this issue. These discussions are informational only and are not to be considered negotiations.

- 7) Nothing in this MOU shall preclude the Parties from bargaining over wage adjustments to specific job titles associated with the implementation of a "minimum wage", provided, however, that in no event shall the implementation of changes resulting from these negotiations begin prior to January 1, 2015.
- 8) The parties to this agreement will continue to bargain successor agreement(s).
- 9) This MOU shall become effective upon signature.

FOR THE CITY OF SEATTLE

FOR THE WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES, AFSCME AFL-CIO,
LOCAL 21C

Edward B. Murray,
Mayor

Bill Dennis
Union Representative

Susan L. Coskey,
Personnel Director

David Bracilano,
Labor Relations Director

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and the

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17 – INFORMATION
TECHNOLOGY PROFESSIONALS

For the time period of January 1, 2014 through December 31, 2014

- 1) Effective January 1, 2014, the wages of all job titles represented by the Professional and Technical Employees, Local 17 – Information Technology Professionals shall be increased by the greater of either the market adjustment established for the Information Technology Professional Bs and Cs or 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.
- 2) All other terms and conditions of Sections 1 – 5 of the Parties' MOU that expired on December 31, 2013 shall continue through December 31, 2014, except as specified herein.
- 3) Nothing in this MOU shall preclude the Parties from bargaining wage adjustments to specific job titles with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.
- 4) Nothing in this MOU shall preclude the Parties from bargaining over changes to the City's Retirement system, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.
- 5) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with two representatives of the Coalition of City Unions to discuss this issue. These discussions are informational only and are not to be considered negotiations.
- 6) Nothing in this MOU shall preclude the Parties from bargaining over wage adjustments to specific job titles associated with the implementation of a "minimum wage", provided, however, that in no event shall the implementation of changes resulting from these negotiations begin prior to January 1, 2015.

- 7) The parties to this agreement will continue to bargain a successor agreement.
- 8) This MOU shall become effective upon signature.

SIGNED this _____ day of _____ 2014.

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE

FOR PROFESSIONAL AND TECHNICAL
EMPLOYEES, LOCAL 17 –
INFORMATION TECHNOLOGY
PROFESSIONALS

Edward B. Murray,
Mayor

Patti Kieval
Union Representative

Susan L. Coskey,
Personnel Director

C. Kimi Kondo,
Presiding Judge
Seattle Municipal Court

David Bracilano,
Labor Relations Director

MEMORANDUM OF UNDERSTANDING

By and between

THE CITY OF SEATTLE

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
DISTRICT LODGE 160, LOCAL 289

For the time period of January 1, 2014 through December 31, 2014

- 1) Effective January 1, 2014, the wages of all job titles represented by the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June 2012 to the period August 2012 through June 2013, provided however, that said percentage increase shall not be less than zero.
- 2) All other terms and conditions of the collective bargaining agreement that expired on December 31, 2013 shall continue through December 31, 2014, except as specified herein.
- 3) Nothing in this MOU shall preclude the Parties from bargaining wage adjustments to specific job titles with an effective date subject to negotiations, except that in no event shall such date be earlier than January 1, 2014.
- 4) Nothing in this MOU shall preclude the Parties from bargaining over changes to the City's Retirement system, provided, however, that in no event shall the implementation of changes to the City's Retirement system begin prior to January 1, 2015.
- 5) The City has the right to implement a "minimum wage" in calendar year 2014. The appropriate representatives from the City, or their designees, who are responsible for the consideration and implementation of a "minimum wage" for City employees will meet with two representatives of the Coalition of City Unions to discuss this issue. These discussions are informational only and are not to be considered negotiations.

- 6) Nothing in this MOU shall preclude the Parties from bargaining over wage adjustments to specific job titles associated with the implementation of a "minimum wage", provided, however, that in no event shall the implementation of changes resulting from these negotiations begin prior to January 1, 2015.
- 7) The parties to this agreement will continue to bargain a successor agreement.
- 8) This MOU shall become effective upon signature.

SIGNED this _____ day of _____ 2014.

Executed under the Authority
of Ordinance No. _____

FOR THE CITY OF SEATTLE

FOR INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, DISTRICT LODGE 160,

Edward B. Murray,
Mayor

Melody Coffman,
Business Representative

Susan L. Coskey,
Personnel Director

David Bracilano,
Labor Relations Director

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Jeanette Blankenship/50087

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the execution of memoranda of understanding between the City of Seattle and members of the Coalition of City Unions; and ratifying and confirming prior acts.

Summary of the Legislation:

This legislation authorizes the Mayor to implement memoranda of understanding (“MOUs”) between the City of Seattle and unions participating in the Coalition of City Unions (“Coalition”). The MOUs are a one year agreement to wages, benefits, hours and other working conditions between the City and most members of the Coalition (collectively, “the parties”) for the time period January 1, 2014 through December 31, 2014. Subject to the ratification by unions, this legislation affects up to approximately 4,371 regularly appointed City employees.

The MOUs provide for a 1.8 percent cost-of-living increase to be effective January 1, 2014. The wage increase is based on 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June of 2012 to the period August 2012 through June of 2013.

The MOUs establish other terms and conditions of the one year agreement. The parties agreed to reopen negotiations on salary adjustments to specific job titles, with an effective date (subject to negotiations) no earlier than January 1, 2014. The parties also agreed to reopen negotiations on changes to the Retirement System, although changes to the System shall not be effective any earlier than January 1, 2015. The City agreed to meet with two representatives from the Coalition to discuss, and not negotiate, issues related to the implementation of a “minimum wage” in calendar year 2014. Should the parties come to an agreement over managing the impacts of the minimum wage, any such changes shall not take effect until on or after January 1, 2015.

Finally, the MOUs provide that most other wages, benefits, hours and other working conditions of expired labor agreements will continue for the duration of the one year agreement (items relating to span-of-control and layoffs that were included in the 2011-13 agreement will not continue in the successor agreement). The parties will continue health care cost sharing as agreed upon in the previous agreement: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that

Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.

The MOUs are subject to ratification by Coalition members. Should an MOU fail to be ratified by all unions identified therein, the Mayor is authorized to execute the agreement for those unions signatory to the agreements.

Background:

The City and the Coalition entered into negotiations in the fall of 2013 and came to a tentative agreement in March of 2014.

This legislation does not have any financial implications.

This legislation has financial implications.

Labor Relations developed the estimates below to approximate the 2014 costs of ratifying the new agreement. Costs for 2014, which include City contributions to retirement, social security, and Medicare, were included in the development of the 2013-2014 biennial budget. Funds have been set aside to pay for these cost increases.

Coalition members' base wages will increase by 1.8 percent for 2014. The aggregate cost of wages for members (and for non-represented employees, who have historically been extended the same increases) is estimated to grow from \$671.6 million in 2013 to \$691.8 million in 2014.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
See above
- b) **What is the financial cost of not implementing the legislation?**
If the contract is not legislated, employees will continue to receive the same wages that became effective on January 2, 2013. There may be additional legal risks associated with not implementing this legislation.
- c) **Does this legislation affect any departments besides the originating department?**
Most City departments are affected by this legislation. This proposed Council Bill will impact these departments' budgets, but should not have operational impacts.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None
- e) **Is a public hearing required for this legislation?**
No
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle***

Times required for this legislation?

No

g) Does this legislation affect a piece of property?

No

h) Other Issues: None

List attachments to the fiscal note below: None



City of Seattle
Edward B. Murray
Mayor

May 6, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit to you a proposed Council Bill that authorizes the Mayor to implement memoranda of understanding ("MOUs") between the City of Seattle and unions participating in the Coalition of City Unions ("Coalition"). The MOUs are a one year agreement on wages, benefits, hours and other working conditions between the City and most members of the Coalition for the time period January 1, 2014 through December 31, 2014. This legislation may affect up to approximately 4,371 regularly appointed City employees.

The MOUs provide for a 1.8 percent cost-of-living increase to be effective January 1, 2014, based on 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2011 through June of 2012 to the period August 2012 through June of 2013. The parties agreed to reopen negotiations on salary adjustments to specific job titles, with an effective date no earlier than January 1, 2014. The parties also agreed to reopen negotiations on changes to the Retirement System, although changes to the System shall not be effective any earlier than January 1, 2015. The City agreed to meet with two representatives from the Coalition to discuss issues related to the implementation of a "minimum wage" in 2014. Should the parties come to an agreement over managing the impacts of the minimum wage, any such changes shall not take effect until on or after January 1, 2015. Finally, the MOUs provide that wages, benefits, hours and other working conditions of expired labor agreements will continue for the duration of the one year agreement. The parties will continue health care cost sharing as agreed upon in the previous agreement: the City will pay up to 7 percent of annual healthcare cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs. The MOUs are subject to ratification by Coalition members.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at (206) 684-7874 or Sarah Butler at (206) 684-7929.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward B. Murray", written over a horizontal line.

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council