



# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Agenda Metropolitan King County Council

*Councilmembers: Girmay Zahilay, Chair;  
Sarah Perry, Vice Chair of Policy Development and Review;  
Reagan Dunn, Vice Chair of Regional Coordination;  
Claudia Balducci, Jorge L. Barón, Rod Dembowski,  
Teresa Mosqueda, De'Sean Quinn, Pete von Reichbauer*

1:30 PM

Tuesday, August 26, 2025

Hybrid Meeting

### REVISED AGENDA - ITEM 13 & 16

**Hybrid Meetings:** Attend King County Council meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend and/or provide comment remotely are listed below.

**HOW TO PROVIDE PUBLIC TESTIMONY:** The Council values community input and looks forward to hearing from you. Testimony must be limited to items listed on the agenda for council action, unless it's the fourth Tuesday of the month, when the Council will hear general comment on matters relating to county government. You are not required to sign up in advance.

There are three ways to provide public testimony:

1. **In person:** You may attend the meeting in person in Council Chambers.
2. **By email:** You may testify by submitting a COMMENT email. If your testimony is submitted before 10:00 a.m. on the day of the Council meeting, your email testimony will be distributed to the Councilmembers and appropriate staff prior to the meeting. Please submit your testimony by emailing [clerk@kingcounty.gov](mailto:clerk@kingcounty.gov).
3. **Remote attendance on the Zoom Webinar:** You may provide oral public testimony at the meeting by connecting to the meeting via phone or computer using the ZOOM application at <https://zoom.us/>, and entering the Webinar ID below.



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).  
TTY Number - TTY 711.  
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



**CONNECTING TO THE WEBINAR**

**Webinar ID: 890 5838 1493**



**If you do not have access to the ZOOM application, you can connect to the meeting by calling 1 253 215 8782 and using the Webinar ID. Connecting in this manner, however, may impact your ability to be unmuted to speak.**

**You have the right to language access services at no cost to you. To request these services, please contact our Equity and Social Justice Coordinator, Tera Chea at (206) 477 9259 or Tera.Chea2@kingcounty.gov, three (3) days prior to the meeting.**

**If you do not wish to be called upon for public comment during the meeting, please help us manage the callers and use one of the options below (Live Streaming or King County TV Channel 22).**

**HOW TO LISTEN TO THE MEETING:** There are several ways to listen to the meeting if you don't wish to provide public testimony:

- 1. Stream online via this link: <https://kingcounty.gov/kctv>, or input the link web address into your web browser.**
- 2. Watch King County TV on Comcast Channel 22 and 322(HD), and Astound Broadband Channels 22 and 711 (HD).**
- 3. Listen to the meeting by telephone – See “Connecting to the Webinar” above.**

	<p>Sign language and interpreter services can be arranged given sufficient notice (206-848-0355). TTY Number - TTY 711.</p> <p>Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.</p>	
---	--	---

1. **Call to Order**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

2. **Roll Call**3. **Flag Salute and Pledge of Allegiance**

*Councilmember Balducci*

4. **Approval of Minutes of August 20, 2025**

**Pg. 7**

*Councilmember Perry*

5. **Additions to the Council Agenda**6. **Public Comment**

Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).  
TTY Number - TTY 711.  
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



## Hearing and Second Reading of Ordinances from Standing Committees and Regional Committees, and of Ordinances related to Collective Bargaining

There will be one public hearing on Items 6-9

### Local Services and Land Use

*Councilmember Perry*

7. [Proposed Substitute Ordinance No. 2025-0127.2](#) **Pg. 24**

AN ORDINANCE relating to school impact fees; amending Ordinance 13147, Section 22, as amended, and K.C.C. 20.18.060, Ordinance 11621, Section 89, as amended, and K.C.C. 21A.28.152, Ordinance 11621, Section 91, as amended, and K.C.C. 21A.28.156, Ordinance 11621, Section 112, as amended, and K.C.C. 21A.43.030, and Ordinance 11621, Section 114, as amended, and K.C.C. 21A.43.050, adding a new section to K.C.C. chapter 21A.43, and repealing Ordinance 10870, Section 292, and K.C.C. 21A.06.1260, and Ordinance 11621, Attachment A.

**Sponsors:** Dembowski

***On 5/6/2025, the Metropolitan King County Council Introduced and Referred to Local Services and Land Use Committee.***

***On 6/18/2025, the Local Services and Land Use Committee Passed Out of Committee Without a Recommendation.***

***On 8/19/2025, the Metropolitan King County Council Deferred.***

**Public Hearing Required**



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).  
TTY Number - TTY 711.  
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



**Metropolitan King County Council***Councilmember Perry***8. [Proposed Ordinance No. 2025-0227](#) Pg. 44**

AN ORDINANCE approving and adopting a memorandum of agreement negotiated by and between King County and the Joint Labor Management Insurance Committee of Unions regarding insured benefits for represented benefits-eligible employees identified by King County deemed eligible to receive these benefits; and establishing the effective date of the agreement.

**Sponsors:** Zahilay

*On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Metropolitan King County Council.*

Public Hearing Required

**Motions, from Standing Committees and Regional Committees and  
Motions related to Collective Bargaining, for Council Action****Reappointment Consent Agenda Items 9***Councilmember Perry***9. [Proposed Motion No. 2025-0248](#) Pg. 57**

A MOTION confirming the executive's reappointment of Sheryl Whitney, who resides in council district six, to the Harborview Medical Center board of trustees, as the district six representative.

**Sponsors:** Balducci

**First Reading and Referral of Motions****10. [Proposed Motion No. 2025-0233](#)**

A MOTION confirming the executive's appointment of Asma Ahmed, who resides in council district four, to the King County children and youth advisory board.

**Sponsors:** Barón

***First Reading and Referral to the Health, Housing, and Human Services Committee***



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).  
TTY Number - TTY 711.  
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



11. [Proposed Motion No. 2025-0256](#)

A MOTION approving renewal of contract for assistant chief legal counsel to the King County council.

**Sponsors:** Zahilay

***First Reading and Referral to the Employment and Administration Committee***

12. [Proposed Motion No. 2025-0257](#)

A MOTION approving renewal of contract for chief legal counsel to the King County council.

**Sponsors:** Zahilay

***First Reading and Referral to the Employment and Administration Committee***

13. [Proposed Motion No. 2025-0258](#)

A MOTION confirming the reappointment of Hilary De La Cruz to the citizens' elections oversight committee as a King County registered voter.

**Sponsors:** Zahilay

***First Reading and Referral to the Employment and Administration Committee***

14. [Proposed Motion No. 2025-0259](#)

A MOTION confirming the appointment of \_\_\_\_\_ to the citizens' elections oversight committee as a representative of the Spanish-speaking community.

**Sponsors:** Zahilay

***First Reading and Referral to the Employment and Administration Committee***

15. **Reports on Special and Outside Committees****Other Business**16. **Labor Policy Committee**

*An update on negotiations regarding the King County Coalition of Unions Coalition Labor Agreement*

**Adjournment**

Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).  
TTY Number - TTY 711.  
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.





# King County

1200 King County  
Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Meeting Minutes Metropolitan King County Council

*Councilmembers: Girmay Zahilay, Chair;  
Sarah Perry, Vice Chair of Policy Development and Review;  
Reagan Dunn, Vice Chair of Regional Coordination;  
Claudia Balducci, Jorge L. Barón, Rod Dembowski,  
Teresa Mosqueda, De'Sean Quinn, Pete von Reichbauer*

---

1:30 PM

Tuesday, August 19, 2025

Hybrid Meeting

---

### DRAFT MINUTES

Hybrid Meetings: Attend King County Council meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend and/or provide comment remotely are listed below.

**HOW TO PROVIDE PUBLIC TESTIMONY:** The Council values community input and looks forward to hearing from you. Testimony must be limited to items listed on the agenda for council action, unless it's the fourth Tuesday of the month, when the Council will hear general comment on matters relating to county government. You are not required to sign up in advance.

There are three ways to provide public testimony:

1. **In person:** You may attend the meeting in person in Council Chambers.
2. **By email:** You may testify by submitting a **COMMENT** email. If your testimony is submitted before 10:00 a.m. on the day of the Council meeting, your email testimony will be distributed to the Councilmembers and appropriate staff prior to the meeting. Please submit your testimony by emailing [clerk@kingcounty.gov](mailto:clerk@kingcounty.gov).
3. **Remote attendance on the Zoom Webinar:** You may provide oral public testimony at the meeting by connecting to the meeting via phone or computer using the ZOOM application at <https://zoom.us/>, and entering the Webinar ID below.

**CONNECTING TO THE WEBINAR**

**Webinar ID: 890 5838 1493**

**If you do not have access to the ZOOM application, you can connect to the meeting by calling 1 253 215 8782 and using the Webinar ID. Connecting in this manner, however, may impact your ability to be unmuted to speak.**

**You have the right to language access services at no cost to you. To request these services, please contact our Equity and Social Justice Coordinator, Tera Chea at (206) 477 9259 or Tera.Chea2@kingcounty.gov, three (3) days prior to the meeting.**

**If you do not wish to be called upon for public comment during the meeting, please help us manage the callers and use one of the options below (Live Streaming or King County TV Channel 22).**

**HOW TO LISTEN TO THE MEETING: There are several ways to listen to the meeting if you don't wish to provide public testimony:**

- 1. Stream online via this link: <https://kingcounty.gov/kctv>, or input the link web address into your web browser.**
- 2. Watch King County TV on Comcast Channel 22 and 322(HD), and Astound Broadband Channels 22 and 711 (HD).**
- 3. Listen to the meeting by telephone – See “Connecting to the Webinar” above.**



**1. Call to Order**

*The meeting was called to order at 1:35 p.m.*

**2. Roll Call**

**Present:** 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

**3. Flag Salute and Pledge of Allegiance**

*Councilmember Quinn led the flag salute and Pledge of Allegiance.*

**4. Approval of Minutes of July 22, 2025**

*Councilmember Perry moved to approve the minutes of the of July 22, 2025, meeting as presented. Seeing no objection, the Chair so ordered.*

**5. Additions to the Council Agenda**

*There were no additions.*

**6. Special Item****Recognition of the 80th anniversary of the US bombings of Hiroshima and Nagasaki**

*Councilmember Mosqueda made remarks, read the recognition, and introduced Gretchen Hund, Board Chair, Ploughshares Fund; Jim Thomas, Pax Christi and Washington Physicians for Social Responsibility; and Stan Shikuma, From Hiroshima to Hope, Japanese American Citizens League, Tsuru for Solidarity. Gretchen Hund, Jim Thomas, and Stan Shikuma, made remarks and thanked the Council.*

## Hearing and Second Reading of Ordinances from Standing Committees and Regional Committees, and of Ordinances related to Collective Bargaining

There will be one public hearing on Items 6-30

*The following people spoke:*

Alex Tsimmerman  
Billy Hetherington  
Saghar Amini  
Denise Stiffarm  
Dri Ralph  
Josh Friedmann  
James Hoff  
Joe Kunzler  
Patience Malaba  
Joe Mizrahi  
Ryan Stokes  
Jeff Grose  
Monty Anderson  
Shaunie Wheeler

### **Consent Items 7-10**

7. **[Proposed Substitute Ordinance No. 2025-0124.2](#)**

AN ORDINANCE authorizing the execution of a new lease to support the operation of the department of public health.

**Sponsors:** Dembowski

*The enacted number is 19960.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

8. **[Proposed Ordinance No. 2025-0163](#)**

AN ORDINANCE that adopts the Harborview Medical Center 2026 Capital Improvement Program Annual Budget for the year ending June 30, 2026, and makes appropriations for the capital improvements for the Harborview Medical Center.

**Sponsors:** Dembowski

*The enacted number is 19961.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

9. [Proposed Substitute Ordinance No. 2025-0165.2](#)

AN ORDINANCE relating to a capital improvement project; making a supplemental appropriation of \$51,819,000 to the county hospital capital fund; and amending the 2025 Annual Budget Ordinance, Ordinance 19861, Section 130, as amended, and Attachment A, as amended.

**Sponsors:** Dembowski

*The enacted number is 19962.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**Passed On The Consent Agenda**

**A motion was made by Councilmember Perry that the Consent Agenda be passed. The motion carried by the following vote:**

**Yes:** 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

10. [Proposed Substitute Ordinance No. 2025-0216.2](#)

AN ORDINANCE related to civil immigration enforcement; amending Ordinance 18665, Section 1, as amended, and K.C.C. 2.15.005, and adding a new section to K.C.C. chapter 2.15.

**Sponsors:** Barón

*The enacted number is 19963.*

*Councilmember Barón made a motion remove Item 10 from the Consent Agenda. The motion carried.*

**A Public Hearing was held and closed. A motion was made by Councilmember Barón that this Ordinance be Passed. The motion carried by the following vote:**

**Yes:** 8 - Balducci, Barón, Dembowski, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

**No:** 1 - Dunn

**Local Services and Land Use**

11. [Proposed Ordinance No. 2022-0297](#)

AN ORDINANCE determining the King County Fire Protection District No. 24 is inactive under state law and it is in the public interest to dissolve King County Fire Protection District No. 24.

**Sponsors:** Upthegrove

*Councilmember Perry made a motion to suspend the rules to hold an advertised public hearing - legislation remains in committee.*

*Wendy Soohoo, Council Staff, briefed the Council and answered questions.*

**A Public Hearing was held and closed. This matter was Deferred**

**12. [Proposed Ordinance No. 2022-0301](#)**

AN ORDINANCE determining the Shoreline Park and Recreation District is inactive under state law and it is in the public interest to dissolve the Shoreline Park and Recreation District.

**Sponsors:** Dembowski

*The enacted number is 19964.*

*Councilmember Perry made a motion to relieve the committee of further consideration pursuant to K.C.C. 1.24.125. The motion carried.*

*Councilmember Dembowski made an oral amendment, on Page 2, Line 24, after "was held on", strike "BLANK COMMA 2022" and insert, "August 19, 2025". The motion carried.*

**A Public Hearing was held and closed. A motion was made by Councilmember Dembowski that this Ordinance be Passed as Amended. The motion carried by the following vote:**

**Yes:** 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

**13. [Proposed Substitute Ordinance No. 2025-0127.2](#)**

AN ORDINANCE relating to school impact fees; amending Ordinance 13147, Section 22, as amended, and K.C.C. 20.18.060, Ordinance 11621, Section 89, as amended, and K.C.C. 21A.28.152, Ordinance 11621, Section 91, as amended, and K.C.C. 21A.28.156, Ordinance 11621, Section 112, as amended, and K.C.C. 21A.43.030, and Ordinance 11621, Section 114, as amended, and K.C.C. 21A.43.050, adding a new section to K.C.C. chapter 21A.43, and repealing Ordinance 10870, Section 292, and K.C.C. 21A.06.1260, and Ordinance 11621, Attachment A.

**Sponsors:** Dembowski

*Councilmember Mosqueda made a motion to defer Item 13 to the August 26, 2025, Council agenda. Seeing no objection, the Chair so ordered.*

*Erin Auzins, Council Staff, briefed the Council and answered questions.*

**A Public Hearing was held and closed. This matter was Deferred**

## Motions, from Standing Committees and Regional Committees and Motions related to Collective Bargaining, for Council Action

### Consent Items 14-27

14. [Proposed Motion No. 2025-0080](#)

A MOTION confirming the executive's appointment of David Grossman, who resides in council district two, to the Harborview Medical Center board of trustees, as a council at-large representative.

**Sponsors:** Zahilay and Balducci

*The enacted number is 16851.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

15. [Proposed Motion No. 2025-0170](#)

A MOTION confirming the executive's appointment of Jonathan Deex, who resides in council district nine, to the King County community advisory committee on law enforcement oversight, as a representative from King County sheriff contract cities.

**Sponsors:** Barón

*The enacted number is 16852.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

16. [Proposed Motion No. 2025-0188](#)

A MOTION confirming the executive's appointment of Betelhem Michael, who resides in council district one, to the King County human and civil rights commission.

**Sponsors:** Dembowski

*The enacted number is 16853.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

17. [Proposed Motion No. 2025-0189](#)

A MOTION confirming the executive's appointment of Emily Huynh, who resides in council district two, to the King County human and civil rights commission, representing a member who has familiarity with King County government, systems, or agencies.

**Sponsors:** Zahilay

*The enacted number is 16854.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**18. [Proposed Motion No. 2025-0190](#)**

A MOTION confirming the executive's appointment of Allison Hastings, who resides in council district three, to the King County human and civil rights commission.

**Sponsors:** Perry

*The enacted number is 16855.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**19. [Proposed Motion No. 2025-0191](#)**

A MOTION confirming the executive's appointment of Jacob Joens-Poulton, who resides in council district four, to the King County human and civil rights commission.

**Sponsors:** Barón

*The enacted number is 16856.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**20. [Proposed Motion No. 2025-0192](#)**

A MOTION confirming the executive's appointment of Aneeka Ferrell, who resides in council district five, to the King County human and civil rights commission, representing a member who has experience with investigations and enforcement of either human or civil rights or both.

**Sponsors:** Quinn

*The enacted number is 16857.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**21. [Proposed Motion No. 2025-0193](#)**

A MOTION confirming the executive's appointment of Jennifer Karls, who resides in council district six, to the King County human and civil rights commission, representing a member with professional or lived experience in the disability community.

**Sponsors:** Balducci

*The enacted number is 16858.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**22. [Proposed Motion No. 2025-0194](#)**

A MOTION confirming the executive's appointment of Mona Jaber, who resides in council district seven, to the King County human and civil rights commission.

**Sponsors:** von Reichbauer

*The enacted number is 16859.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**23. [Proposed Motion No. 2025-0195](#)**

A MOTION confirming the executive's appointment of Bishop Steven Sawyer, who resides in council district eight, to the King County human and civil rights commission.

**Sponsors:** Mosqueda

*The enacted number is 16860.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**24. [Proposed Motion No. 2025-0196](#)**

A MOTION confirming the executive's appointment of Daisy Wong, who resides in council district nine, to the King County human and civil rights commission.

**Sponsors:** Barón

*The enacted number is 16861.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**25. [Proposed Motion No. 2025-0203](#)**

A MOTION confirming the executive's appointment of Vanessa Sanchez-Mexicano, who resides in council district eight, to the King County human and civil rights commission.

**Sponsors:** Mosqueda

*The enacted number is 16862.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**26. [Proposed Motion No. 2025-0207](#)**

A MOTION acknowledging receipt of a report on the status of safety improvements at adult detention facilities as required by the 2025 Annual Budget Ordinance, Ordinance 19861, Section 54, Proviso P5.

**Sponsors:** Barón

*The enacted number is 16863.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**27. [Proposed Motion No. 2025-0210](#)**

A MOTION approving the extension of the executive's appointment of Stephen Heard as acting director of the King County department of information technology.

**Sponsors:** Balducci

*The enacted number is 16864.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

**Passed On The Consent Agenda**

**A motion was made that the Consent Agenda be passed. The motion carried by the following vote:**

**Yes:** 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

**Employment and Administration Committee****28. [Proposed Substitute Motion No. 2025-0213.3](#)**

A MOTION appointing a qualified person to the position of King County hearing examiner.

**Sponsors:** Zahilay

*The enacted number is 16865.*

*Devon Shannon made remarks and thanked the Council.*

*Councilmember Dembowski made an oral amendment, on Line 13, in the blank space, insert "August 30, 2025". The motion carried.*

**A Public Hearing was held and closed. A motion was made by Councilmember Perry that this Motion be Passed as Amended. The motion carried by the following vote:**

**Yes:** 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay



## Reappointment Consent Agenda Items 29-31

29. [Proposed Motion No. 2025-0112](#)

A MOTION confirming the executive's reappointment of Merob Kebede, who resides in council district nine, to the King County children and youth advisory board, as a youth representative.

**Sponsors:** Dunn

*The enacted number is 16866.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

30. [Proposed Motion No. 2025-0244](#)

A MOTION confirming the executive's reappointment of Cilia Jurdy, who resides in council district one, to the King County Communities of Opportunity-Best Starts for Kids levy advisory board, as a member of the Communities of Opportunity systems and policy change representatives group.

**Sponsors:** Dembowski

*The enacted number is 16867.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

31. [Proposed Motion No. 2025-0245](#)

A MOTION confirming the executive's reappointment of Jackie Vaughn, who resides in council district two, to the King County Communities of Opportunity-Best Starts for Kids levy advisory board, as a community member who reflects demographic characteristics of the communities that qualify for funding in accordance with Communities of Opportunity funding guidelines and who are grassroots organizers or activists in those communities or who live in or have worked in those communities.

**Sponsors:** Zahilay

*The enacted number is 16868.*

**A Public Hearing was held and closed. This matter passed on the Consent Agenda.**

### **Passed On The Consent Agenda**

**A motion was made by Councilmember Perry that the Consent Agenda be passed. The motion carried by the following vote:**

**Yes:** 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

## First Reading and Referral of Ordinances

32. [Proposed Ordinance No. 2025-0214](#)

AN ORDINANCE relating to the sale of environmental attributes held by the county; authorizing the executive office of climate to enter into an agreement with an environmental services aggregator who would support the tracking and reporting of low-carbon fuels usage in county fleets and production of low-carbon fuels to generate credits in the Washington Clean Fuels Program and manage the sale of credits to producers and suppliers of regulated fuels.

**Sponsors:** Quinn

**This matter had its first reading and was referred to the Transportation, Economy, and Environment Committee.**

33. [Proposed Ordinance No. 2025-0221](#)

AN ORDINANCE revising the corporate boundary of the city of Enumclaw to include the unincorporated portions of Southeast 440th Street right-of-way as provided for in RCW 35A.21.210.

**Sponsors:** Dunn

**This matter had its first reading and was referred to the Local Services and Land Use Committee.**

34. [Proposed Ordinance No. 2025-0222](#)

AN ORDINANCE revising the corporate boundary of the city of Snoqualmie to include the unincorporated portion of 384th Avenue Southeast right-of-way as provided for in RCW 35A.21.210.

**Sponsors:** Perry

**This matter had its first reading and was referred to the Local Services and Land Use Committee.**

35. [Proposed Ordinance No. 2025-0224](#)

AN ORDINANCE authorizing the vacation of a portion of 52nd Avenue South/Indiana Ave, V-2740; Petitioners: Gregory J. English and Rhonda J. English, and Courtney L. Gray.

**Sponsors:** Zahilay

**This matter had its first reading and was referred to the Hearing Examiner.**

36. [Proposed Ordinance No. 2025-0225](#)

AN ORDINANCE authorizing the vacation of a portion of NE 122nd Street and NE 123rd Street, V-2747; Petitioners: Ricky Callaway and Laura Callaway and Ian Dewar and Patricia Dewar.

**Sponsors:** Zahilay

**This matter had its first reading and was referred to the Hearing Examiner.**

**37. [Proposed Ordinance No. 2025-0226](#)**

AN ORDINANCE authorizing the vacation of a portion of 40th Ave S/Nevada Ave, V-2749; Petitioners: Todd and Janet Gillies

**Sponsors:** Zahilay

**This matter had its first reading and was referred to the Hearing Examiner.**

**38. [Proposed Ordinance No. 2025-0227](#)**

AN ORDINANCE approving and adopting a memorandum of agreement negotiated by and between King County and the Joint Labor Management Insurance Committee of Unions regarding insured benefits for represented benefits-eligible employees identified by King County deemed eligible to receive these benefits; and establishing the effective date of the agreement.

**Sponsors:** Zahilay

**This matter was Introduced and Referred to the Metropolitan King County Council**

**39. [Proposed Ordinance No. 2025-0229](#)**

AN ORDINANCE approving the grant funding allocation for projects funded through the 2020-2025 parks, recreation, trails, and open space levy grant program in accordance with Ordinance 18890, Motion 15378, Ordinance 19166, and the 2025 Annual Budget Ordinance, Ordinance 19861, Section 95.

**Sponsors:** Quinn

**This matter had its first reading and was referred to the Transportation, Economy, and Environment Committee.**

**40. [Proposed Ordinance No. 2025-0236](#)**

AN ORDINANCE relating to the sale of biomethane and related environmental attributes held by the county; authorizing the solid waste division to enter into an agreement for the sale of biomethane and environmental attributes produced at the Cedar Hills regional landfill to Puget Sound Energy.

**Sponsors:** Dembowski

**This matter had its first reading and was referred to the Budget and Fiscal Management Committee.**

**41. [Proposed Ordinance No. 2025-0238](#)**

AN ORDINANCE authorizing the execution of a license agreement to support the operation of the department of public health.

**Sponsors:** Dembowski

**This matter had its first reading and was referred to the Budget and Fiscal Management Committee.**

**42. [Proposed Ordinance No. 2025-0246](#)**

AN ORDINANCE authorizing the execution of a new lease at an existing location to support the operation of the King County department of information technology.

**Sponsors:** Dembowski

**This matter had its first reading and was referred to the Budget and Fiscal Management Committee.**

**43. [Proposed Ordinance No. 2025-0249](#)**

AN ORDINANCE amending Ordinance 19862, enacted December 2, 2024, which authorized the issuance of limited tax general obligation bonds of the county; and amending Ordinance 19862, Section 1, as amended, Section 2, as amended, Section 4, as amended, Section 13, as amended, Section 17, as amended, and Section 19, as amended, and repealing Ordinance 19954, Attachment B.

**Sponsors:** Mosqueda

**This matter had its first reading and was referred to the Budget and Fiscal Management Committee.**

**44. [Proposed Ordinance No. 2025-0250](#)**

AN ORDINANCE relating to the Broadway Facility appropriation; making a supplemental appropriation of \$41,568,000 to the Broadway Facility fund; and adding a new section to the 2025 Annual Budget Ordinance, Ordinance 19861.

**Sponsors:** Mosqueda

**This matter had its first reading and was referred to the Budget and Fiscal Management Committee.**

**45. [Proposed Ordinance No. 2025-0251](#)**

AN ORDINANCE establishing the Broadway Facility fund; and adding a new section to K.C.C. chapter 4A.200.

**Sponsors:** Mosqueda

**This matter had its first reading and was referred to the Budget and Fiscal Management Committee.**

## First Reading and Referral of Motions

46. [Proposed Motion No. 2025-0215](#)

A MOTION confirming the executive's appointment of Kathryn Hill, who resides in council district one, to the King County women's advisory board, as the district one representative.

**Sponsors:** Dembowski

**This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.**

47. [Proposed Motion No. 2025-0220](#)

A MOTION acknowledging receipt of a plan for use of the west wing of the King County Correctional Facility as an area to provide alternatives to secure detention services as required by the 2025 Annual Budget Ordinance, Ordinance 19861, Section 54, Proviso P2.

**Sponsors:** Barón

**This matter had its first reading and was referred to the Law and Justice Committee.**

48. [Proposed Motion No. 2025-0223](#)

A MOTION confirming the executive's appointment of Sven Peterson, who resides in council district one, to the Harborview Medical Center board of trustees, as the district one representative.

**Sponsors:** Dembowski

**This matter had its first reading and was referred to the Committee of the Whole.**

49. [Proposed Motion No. 2025-0230](#)

A MOTION confirming the executive's appointment of Eric Buley, who resides in council district two, to the King County children and youth advisory board.

**Sponsors:** Zahilay

**This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.**

**50. [Proposed Motion No. 2025-0231](#)**

A MOTION confirming the executive's appointment of Ellie Wang, who resides in council district nine, to the King County children and youth advisory board, as a youth representative.

**Sponsors:** Dunn

**This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.**

**51. [Proposed Motion No. 2025-0232](#)**

A MOTION confirming the executive's appointment of Briyanna Stewart, who resides in council district eight, to the King County children and youth advisory board.

**Sponsors:** Mosqueda

**This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.**

**52. [Proposed Motion No. 2025-0234](#)**

A MOTION confirming the executive's appointment of Negin Khanloo, who resides in council district six, to the King County women's advisory board, as the district six representative.

**Sponsors:** Balducci

**This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.**

**53. [Proposed Motion No. 2025-0242](#)**

A MOTION confirming the executive's appointment of Eric Dodd, who resides in council district six, to the King County children and youth advisory board.

**Sponsors:** Balducci

**This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.**

**54. Reports on Special and Outside Committees**

*No reports were given.*

**Other Business****55. Public Employment Relations Commission Notice**

*Rose Novasky, Senior Labor Relations Negotiator, Metro Transit Department, read the Public Employment Relations Commission Notices, attached to these minutes, into the record.*

**Adjournment**

*The meeting was adjourned at 3:40 p.m.*

Approved this \_\_\_\_\_ day of \_\_\_\_\_.

---

Clerk's Signature



Signature Report

Ordinance

Proposed No. 2025-0127.2

Sponsors Dembowski

1 AN ORDINANCE relating to school impact fees;  
2 amending Ordinance 13147, Section 22, as amended, and  
3 K.C.C. 20.18.060, Ordinance 11621, Section 89, as  
4 amended, and K.C.C. 21A.28.152, Ordinance 11621,  
5 Section 91, as amended, and K.C.C. 21A.28.156,  
6 Ordinance 11621, Section 112, as amended, and K.C.C.  
7 21A.43.030, and Ordinance 11621, Section 114, as  
8 amended, and K.C.C. 21A.43.050, adding a new section to  
9 K.C.C. chapter 21A.43, and repealing Ordinance 10870,  
10 Section 292, and K.C.C. 21A.06.1260, and Ordinance  
11 11621, Attachment A.

12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. Ordinance 13147, Section 22, as amended, and K.C.C. 20.18.060  
14 are hereby amended as follows:

15 A. Beginning in 2030, and every ten years thereafter, the executive shall initiate  
16 the ten-year update to the Comprehensive Plan required by K.C.C. 20.18.030.C. The ten-  
17 year update process shall occur as follows:

18 1.a. By September 15, 2031, and every ten years thereafter, the executive shall  
19 transmit to the council a proposed motion specifying the scope of work for the proposed



ten-year update to the Comprehensive Plan in subsection A.2. of this section. The scoping motion shall include as an attachment to the motion the following:

(1) topical areas relating to amendments to policies, the land use map, implementing development regulations, or any combination of those amendments that the executive intends to consider for recommendation to the council; and

(2) the work program the executive intends to follow to accomplish State Environmental Policy Act review and public participation.

b. the council shall have until December 31 of that year to approve the motion. In the absence of council approval, the executive shall proceed to implement the scope of work as proposed in the motion transmitted by the executive. If the motion is approved, the scope of work shall proceed as established by the approved motion.

2. Except as otherwise provided in subsection B. of this section:

a. By June 30, 2033, and every ten years thereafter, the executive shall transmit to the council a proposed ordinance for the ten-year Comprehensive Plan update. All transmittals shall be accompanied by a public participation summary, identifying the methods used by the executive to ensure early and continuous public participation in the preparation of amendments; and

b. The council shall have until June 30, 2034, and every ten years thereafter to adopt the ten-year update to the Comprehensive Plan, in accordance with RCW 36.70A.130.

B. Separate from ten-year Comprehensive Plan updates required in subsection A. of this section:

42           1. Except as otherwise provided in subsection B.2. of this section, in years when  
43 the fiscal period is biennial, the capital improvement program, an update or addendum  
44 where appropriate to the transportation needs report, and the school capital facility plans  
45 for updates allowed under K.C.C. 21A.28.152.F. shall be:

46           a. transmitted by the executive to the council no later than transmittal of the  
47 biennial budget; and

48           b. adopted by the council in conjunction with the biennial budget;

49           2. Subsection B.1. of this section shall not apply to the transportation needs  
50 report in years when a transmitted ten-year Comprehensive Plan update is being reviewed  
51 by the council as required in subsection A.2. of this section; and

52           3. In years when there is only a midbiennium review of the budget under K.C.C.  
53 4A.100.010 or, under K.C.C. 4A.100.010.B., the fiscal period for some or all of the  
54 county funds is on an annual basis, the capital improvement program and the school  
55 capital facility plans shall be:

56           a. transmitted by the executive to the council by October 1; and

57           b. adopted by the council no later than adoption of the midbiennium review or  
58 in conjunction with the annual budget.

59           SECTION 2. Ordinance 11621, Section 89, as amended, and K.C.C. 21A.28.152  
60 are hereby amended to read as follows:

61           A. ~~((On an annual basis))~~ Except as otherwise allowed in subsection F. of this  
62 section, for the update process occurring in 2026 for fees effective January 1, 2027, and  
63 every two years thereafter, each school district shall electronically submit the following

materials to the chair of the school technical review committee created ~~((in accordance with))~~ under K.C.C. 21A.28.154:

1. The school district's capital facilities plan adopted by the school board that is consistent with the Growth Management Act;

2. The school district's enrollment projections over the next six years, its current enrollment, and actual enrollment from the previous year;

3. The school district's standard of service, which may include criteria such as class size, student-teacher ratios, sports field sizes, building requirements, or other criteria established by state statute or school district policy;

4. An inventory and evaluation of school district facilities that address the school district's standard of service; and

5. The school district's overall capacity over the next six years, which shall be a function of the school district's standard of service as measured by the number of students that can be housed in school district facilities.

B. To the extent that the school district's standard of service reveals a deficiency in its current facilities, the school district's capital facilities plan shall demonstrate a plan for achieving the standard of service~~((s))~~ and shall identify the sources of funding for building or acquiring the necessary facilities to meet the standard of service.

C. Facilities to meet future demand shall be designed to meet the adopted standards of service. If sufficient funding is not projected to be available to fully fund a school district capital facilities plan that meets the standard of service, the school district's capital plan should document the reason for the funding gap.

86 D. In accordance with RCW 82.02.070, if an impact fee ordinance has been  
87 adopted on behalf of a school district, the ((King County)) department of executive  
88 services, finance and business operations division or successor agency, shall send the  
89 chair of the committee a report showing the source and amount of all fees collected,  
90 interest earned on behalf of each school district, the amount of moneys distributed to each  
91 school district, and the system improvements that were financed in whole or in part by  
92 impact fees and the amount of moneys expended as reported by the school district. The  
93 chair of the committee shall provide a copy of each report to the respective school  
94 district.

95 E. Each school district shall annually report on their use of moneys to the chair of  
96 the committee showing the capital improvements that were financed in whole or in part  
97 by the impact fees. The chair of the committee shall use the information to confirm  
98 expenditures with the department of executive services, finance and business operations  
99 division, and to verify compliance with RCW 82.02.070.

100 F.1. In the event a district needs the county to adopt an amendment to its capital  
101 facilities plan to address an unforeseen critical issue prior to the next update required in  
102 subsection A. of this section, the district may request an annual amendment be considered  
103 by the county in accordance with the schedule in K.C.C. 20.18.060.B.1.

104 2. In the event of a requested annual amendment, the school district shall  
105 coordinate with the school technical review committee chair on the required materials,  
106 timing, and process to submit and review a request for an annual amendment.

107           3. The capital facilities plan may only be amended once per calendar year unless  
108   the district's board of directors declares, and the county finds, that an emergency exists  
109   consistent with the requirements in K.C.C. 20.18.030.A.1.

110           SECTION 3. Ordinance 11621, Section 91, as amended and K.C.C. 21A.28.156,  
111 are hereby amended to read as follows:

112           A. ~~((On at least an annual basis))~~ At least once every two years, in accordance  
113 with K.C.C. 20.18.060 and 20.18.070, the King County council shall adopt the school  
114 district's capital facility plans.

115           B. The council shall review and consider any proposal or proposals submitted by  
116 the school technical review committee for amending the land use policies of the King  
117 County Comprehensive Plan, or the development regulations implementing the plan,  
118 including but not limited to requiring mandatory phasing of subdivisions or multiunit  
119 development when the committee is unable to recommend adoption for a specific school  
120 district in accordance with K.C.C. 21A.28.154. Any proposed amendments to the  
121 Comprehensive Plan or development regulations shall be subject to the public hearing  
122 and other procedural requirements set out in K.C.C. Title 20.

123           C. The council may initiate amendments to the land use policies of the King  
124 County Comprehensive Plan, or amendments to the development regulations  
125 implementing the plan, to more closely conform county land use plans and school district  
126 capital facilities plans.

127           NEW SECTION. SECTION 4. There is hereby added to K.C.C. chapter 21A.43  
128 a new section to read as follows:

129 Except as otherwise provided in K.C.C. chapter 21A.06, the definitions in this  
130 section apply throughout this chapter unless the context clearly requires otherwise.

131 A. "Apartment units" has the same meaning as that term is defined in K.C.C.  
132 chapter 21A.06, and it does not include a townhouse.

133 B. "Dwelling unit type" means apartment units, middle housing units, and single  
134 detached units.

135 C. "Middle housing units" includes duplex, houseplex, townhouse, and cottage  
136 housing units, as each of these terms is defined individually in K.C.C. chapter 21A.06.

137 D. "Single detached units" means single detached residences, manufactured  
138 home, and mobile home units as each of these terms is defined individually in K.C.C.  
139 chapter 21A.06.

140 E. "Student factor" means the number derived by a school district to describe how  
141 many students of each grade span are expected to be generated by a dwelling unit.

142 SECTION 5. Ordinance 11621, Section 112, as amended, and K.C.C.  
143 21A.43.030 are hereby amended to read as follows:

144 A. The fee for each district shall be calculated based on the formula set out in  
145 ~~((Attachment A to Ordinance 11621))~~ subsection F. of this section.

146 B. Separate fees shall be calculated for the following dwelling unit types: single  
147 detached ~~((and multiunit residential))~~ units ~~((and))~~ with three or more bedrooms; single  
148 detached units with two or fewer bedrooms; middle housing units with three or more  
149 bedrooms; middle housing units with two or fewer bedrooms; apartment units with two  
150 or more bedrooms; and apartment units with one or fewer bedrooms. Separate student  
151 factors shall be determined by the district for each dwelling unit type and for each grade

152 span. Student factors shall be based on district records of average actual student generated  
153 rates for a statistically valid sample of newly constructed dwelling units over a period of  
154 between five years and ten years before the date of the fee calculation. If such information  
155 is not available in the district, data from adjacent districts, districts with similar  
156 demographics, or countywide averages shall be used; however, a district may use its  
157 calculated student factor for the apartment units category for the middle housing units if  
158 there is insufficient data in the district to calculate a student factor for middle housing units.

159 C. The fee shall be calculated on a district-by-district basis using the appropriate  
160 factors and data to be supplied by the district, as indicated in ((~~Attachment A to~~  
161 ~~Ordinance 11621~~)) subsection F. of this section. The fee calculations shall be made on a  
162 district-wide basis to assure maximum utilization of all school facilities in the district  
163 used currently or within the last two years for instructional purposes.

164 D. The formula in ((~~Attachment A to Ordinance 11621~~)) subsection F. of this  
165 section also provides a credit for the anticipated tax contributions that would be made by  
166 the development based on historical levels of voter support for bond issues in the school  
167 district.

168 E. The formula in ((~~Attachment A to Ordinance 11621~~)) subsection F. of this  
169 section also provides ((~~for~~)) a credit for school facilities or sites actually provided by an  
170 applicant that the school district finds to be acceptable.

171 F. The fee for each dwelling unit type identified in subsection B. of this section  
172 shall be calculated based on the following formula:

173 IF:

174 A = Student Factor for dwelling unit type and grade span × site cost per student for

---

175 sites for facilities in that grade span = full cost fee for site acquisition cost  
176 B = Student factor for dwelling unit type and grade span × school construction  
177 cost per student for facilities in that grade span × ratio of district's square  
178 footage of permanent facilities to total square footage of facilities = full cost  
179 fee for school construction  
180 C = Student factor for dwelling unit type and grade span × relocatable facilities  
181 cost per student for facilities in that grade span × ratio of district's square  
182 footage of relocatable facilities to total square footage of facilities = full cost  
183 fee for facilities construction  
184 D = Student factor for dwelling unit type and grade span CCA × OSPI square  
185 footage per student factor × SCAP % = SCAP  
186 A1, B1, C1, D1 means the A, B, C, D for elementary grade spans  
187 A2, B2, C2, D2 means the A, B, C, D for middle/junior high grade spans  
188 A3, B3, C3, D3 means the A, B, C, D for high school grade spans  
189 Tax payment credit (TC) = The net present value of the average assessed value in the  
190 district for dwelling unit type × current school district capital property tax levy  
191 rate, using a 10-year discount period and current interest rate (based on the  
192 Bond Buyer 20-Bond General Obligation Index)  
193 Facilities Credit (FC) = The per-dwelling-unit value of any site or facilities provided  
194 directly by the development  
195 THEN the unfunded need (UN) = A1 + A2 + A3 + B1 + B2 + B3 + C1 + C2 + C3 - (D1-  
196 D2-D3) - TC  
197 AND the developer fee obligation (F) = UN ÷ 2

---



198 AND the net fee obligation (NF) = F - FC

199 Notes:

200 1. The "Construction Cost Allocation" or "CCA" means the maximum cost per  
201 square foot of construction that the state will recognize for purposes of the state School  
202 Construction Assistance Program as administered by the state Office of Superintendent of  
203 Public Instruction. This amount is established by the state legislature in the biennium  
204 budget;

205 2. "School Construction Assistance Program" or "SCAP" funding means the  
206 anticipated funding the district expects to receive from the state toward a capacity project  
207 included in the formula;

208 3. "Washington Office of Superintendent of Public Instruction" or "OSPI"  
209 square footage per student means the space allocations per grade span determined by  
210 WAC 392-343-035;

211 4. The district shall provide its own site and facilities standards and projected  
212 costs to be used in the formula, consistent with the requirements of K.C.C. 21A.28.152  
213 and K.C.C. chapter 21A.43; and

214 5. The formula in subsection F. of this section can be applied using the  
215 following table:

<p style="text-align: center;"><u>Table for Calculating School Impact Fee Obligations</u></p> <p style="text-align: center;"><u>for Dwelling Units</u></p> <p><u>To be separately calculated for each dwelling unit type identified in subsection B. of</u> <u>this section.</u></p>
--

<u>A1 =</u>	<u>Elementary school site cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>A2 =</u>	<u>Middle/junior high school site cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>A3 =</u>	<u>High school site cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>A =</u>	<u>A1 + A2 + A3</u>		<u>=</u>	<u>      </u>
<u>B1 =</u>	<u>Elementary school construction cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>B2 =</u>	<u>Middle/junior high school construction cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>B3 =</u>	<u>High school construction cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>B =</u>	<u>(B1+B2+B3) ×</u>	<u>Square footage of permanent facilities</u> <u>_____</u> <u>Total square footage of facilities</u>	<u>=</u>	<u>      </u>
<u>C1 =</u>	<u>Elementary school relocatable facility cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>C2 =</u>	<u>Middle/junior high school relocatable facility cost per student × student factor</u>		<u>=</u>	<u>      </u>

<u>C3 =</u>	<u>High school relocatable facility cost per student × student factor</u>		<u>=</u>	<u>      </u>
<u>C =</u>	<u>(C1+C2+C3) ×</u>	<u>Square footage of relocatable facilities</u> <u>      </u> <u>Total square footage of facilities</u>	<u>=</u>	<u>      </u>
<u>D1 =</u>	<u>Elementary school CCA × OSPI square footage per student factor × SCAP % × student factor</u>		<u>=</u>	<u>      </u>
<u>D2 =</u>	<u>Middle/junior high school CCA × OSPI square footage per school × SCAP % × student factor</u>		<u>=</u>	<u>      </u>
<u>D3 =</u>	<u>High school CCA × OSPI square footage per student × SCAP % × student factor</u>		<u>=</u>	<u>      </u>
<u>D =</u>	<u>D1 + D2 + D3</u>		<u>=</u>	<u>      </u>
<u>TC =</u>	<u><math>\frac{((1+i)^{10}) - 1}{i(1+i)^{10}}</math></u>	<u>×</u> <u>average assessed value for the dwelling unit type in the school district × current school district capital property tax levy rate</u>	<u>=</u>	<u>      </u>
	<u>where i = current interest rate as stated in the Bond</u>			

	<u>Buyer 20-Bond General Obligation Index</u>			
<u>FC =</u>	<u>Value of site or facilities provided directly by the development</u>		<u>=</u>	
	<u>Number of dwelling units in the development</u>			<u>      </u>
<u>Total unfunded need (UN) = A + B + C - D - TC</u>			<u>      </u>	<u>A</u>
			<u>+      </u>	<u>B</u>
			<u>+      </u>	<u>C</u>
			<u>-      </u>	<u>D</u>
			<u>-      </u>	<u>TC</u>
<u>Total unfunded need (UN) =</u>			<u>      </u>	
<u>Developer Fee Obligation =</u>	<u>UN</u>		<u>=</u>	
	<u>      </u>			
	<u>2</u>			
			<u>-      </u>	<u>FC</u>
			<u>(if applicable)</u>	
<u>Net Fee Obligation =</u>			<u>      </u>	

216 SECTION 6. Ordinance 1162, Section 114, as amended, and K.C.C. 21A.43.050

217 are hereby amended to read as follows:

218 A. In school districts where impact fees have been adopted by county ordinance  
219 and except as provided in K.C.C. 21A.43.080, the county shall collect impact fees, based  
220 on the schedules in each ordinance establishing the fee to be collected for the district,  
221 from any applicant seeking ~~((development approval from the county where such~~

development activity requires final plat approval or the issuance of) a ((residential)) building permit ((or a manufactured home permit and)) to construct one or more dwelling units, if the fee for the lot or unit has not been previously paid. The fee shall be calculated based on the district's impact fee schedule adopted in accordance with K.C.C. Title 27 and in effect at the time a complete building permit application is filed, except as allowed in subsections B. and C. of this section. Approval shall not be granted and a permit shall not be issued until the required school impact fees in the district's impact fee schedule contained in K.C.C. Title 27 have been paid.

B. ~~((For a subdivision applied for on or after the effective date of the ordinance adopting the fee for the district in question receiving final approval, fifty percent of the impact fees due on the subdivision shall be assessed and collected from the applicant at the time of final plat approval, using the impact fee schedules in effect when the plat was approved. The balance of the assessed fee shall be allocated to the dwelling units in the project, and shall be collected when the building permits are issued. Residential developments proposed for short subdivisions shall be governed by subsection D. of this section.~~

C. ~~If, on the effective date of an ordinance adopting an impact fee for a district, a subdivision has already received preliminary approval, such subdivision shall not be required to pay fifty percent of the impact fees at the time of final approval, but the impact fees shall be assessed and collected from the lot owner at the time the building permits are issued, using the impact fee schedules in effect at the time of building permit application. If, on the effective date of a district's ordinance, an applicant has applied for~~

244 ~~preliminary subdivision approval, but has not yet received such an approval, the applicant~~  
245 ~~shall follow the procedures in subsection B. of this section.~~

246 ~~D. For existing lots or lots not covered by subsection B. of this section,~~  
247 ~~application for single detached and multiunit residential building permits, manufactured~~  
248 ~~home permits, and site plan approval for manufactured home communities, the total~~  
249 ~~amount of the impact fees shall be assessed and collected from the applicant when the~~  
250 ~~building permit is issued, using the impact fee schedules in effect at the time of permit~~  
251 ~~application.~~

252 ~~E. Any application for preliminary subdivision approval or rezone that has been~~  
253 ~~approved subject to conditions requiring the payment of impact fees established in~~  
254 ~~accordance with this chapter)) If a recorded plat or development agreement approved~~  
255 ~~before the effective date of this ordinance includes conditions of approval with specific~~  
256 ~~requirements for impact fees to be assessed at time of construction, the impact fee shall~~  
257 ~~be ((required to pay the fee)) assessed in accordance with the condition of approval of the~~  
258 ~~recorded plat or development agreement.~~

259 ~~((F. In lieu of impact fee payment under subsections A. through E. of this~~  
260 ~~section,)) C. ((e))Each applicant ~~((for a single detached residential construction permit))~~  
261 may request deferral of impact fee collection for up to the first twenty single detached  
262 residential construction building permits per year. Applicants shall be identified by their  
263 contractor registration numbers. Deferred payment of impact fees shall occur either at  
264 the time of final permit inspection by the department of local services, permitting  
265 division, or eighteen months after the building permit is issued, whichever is earlier.~~

266 SECTION 7. The following are hereby repealed:

267           A. Ordinance 10870, Section 292, and K.C.C. 21A.06.1260; and

268           B. Ordinance 11621, Attachment A, is hereby repealed.

269           SECTION 8. This ordinance applies to the capital facilities plans submitted for  
270 the update process commencing in 2026 and to plans submitted thereafter and the  
271 resulting fee schedules adopted in accordance with K.C.C. Title 27.

272           SECTION 9. Severability. If any provision of this ordinance or its application to

273 any person or circumstance is held invalid, the remainder of the ordinance or the  
274 application of the provision to other persons or circumstances is not affected.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Girmay Zahilay, Chair

ATTEST:

---

Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Shannon Braddock, County Executive

**Attachments:** None





## King County

### Metropolitan King County Council Local Services and Land Use Committee

#### REVISED STAFF REPORT

<b>Agenda Item:</b>		<b>Name:</b>	Erin Auzins
<b>Proposed No.:</b>	2025-0127	<b>Date:</b>	

#### COMMITTEE ACTION

***Proposed Substitute Ordinance 2025-0127.2, which would modify how school impact fees are calculated, passed out of committee on June 18, 2025, without recommendation. The Proposed Ordinance was amended in committee with Amendment S1 to make clarifying and technical changes.***

#### SUBJECT

Proposed Ordinance 2025-0127 would modify how school impact fees are calculated for residential uses, based on the size and type of the dwelling unit.

#### SUMMARY

Proposed Ordinance 2025-0127 would implement ESSSB 5258 for the County's school impact fee program. The primary substantive change would require that student generation rates be established based on the size of the dwelling units and type of dwelling unit.

Striking Amendment S1 would make technical and clarifying edits to the Proposed Ordinance.

#### BACKGROUND

The Washington State Growth Management Act (GMA) authorizes local jurisdictions to collect impact fees as a method of financing public facilities that are necessary as a result of new growth and development. All public facilities that are financed with impact fees are required to be part of the capital facilities element of a jurisdiction's comprehensive land use plan.

King County administers the school impact fees by assessing and collecting fees from residential developers in unincorporated King County, on behalf of each school district that chooses to participate. The fees are calculated every year based on a number of

factors including student enrollment rates, changes in district's building plans, new residential growth, and state reimbursement.

The capital facilities plans are reviewed by the School Technical Review Committee, and impact fees based on those plans are adopted by the King County Council. School impact fees adopted by King County apply to developments that construct new dwelling units in unincorporated areas and do not apply to:

- Nonresidential development;
- Senior assisted living units;
- Reconstruction, remodeling, or replacement of existing dwelling units;
- Emergency housing uses and community residential facilities;
- Temporary dwellings for medical hardship; and
- Accessory dwelling units.

The underlying formula that establishes school impact fees is based on analysis that each school district completes based on providing enough capacity for elementary, middle, and high schools for the expected population growth. If there is not enough capacity, and capital improvements are needed to meet the growth, then the school districts are authorized to charge an impact fee using the adopted formula.

A major factor in the school impact fee formula is student generation rates. Student generation rates are based on actual or averaged counts of students generated from recent residential development for each type of school or grade span (elementary, middle, and high school). This generation rate is the basis for the fee, and is then multiplied by acquisition cost, construction costs (for permanent and temporary facilities), at each grade span. There are deductions for state credits and tax payment credits, and credits if a developer makes actual capital improvements. The resulting fee is divided in two, and the developer is responsible for their half.

In 2023, Engrossed Second Substitute Senate Bill (ESSSB) 5258 was adopted by the state legislature to require school impact fee formula and schedules to "reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionately lower impact fee for smaller housing units."

## **ANALYSIS**

Proposed Ordinance 2025-0127 would implement ESSSB 5258 for the County's school impact fee program. The primary substantive change would require that student generation rates be established based on the size of the dwelling units and type of dwelling unit. The Proposed Ordinance includes six different categories for different sizes and types of dwelling units. This would be instead of the current formula that has two categories: single detached units and multiunit residential units.

The proposed categories are:

- Single detached units with three or more bedrooms;
- Single detached units with two or fewer bedrooms;

- Duplex-houseplex-townhouse units (which also includes cottage housing units) with three or more bedrooms;
- Duplex-houseplex-townhouse units with two or fewer bedrooms;
- Apartment units with two or more bedrooms; and
- Apartment units with one bedroom or fewer.

This aligns with one of the three options in ESSSB 5258 for establishing the formula based on unit size. The other two options in the Bill are to base the formula on square footage or trips generated by different types of dwelling units.

It is a policy choice whether to include six categories in the formula. In response to a Council staff question on basing the formula only on number of bedrooms regardless of dwelling unit type, Executive staff stated "[a]lthough the number of bedrooms may be the same, the school districts noted that they have found household demographics vary across different types of new residential units." Additionally, the new "duplex-houseplex-townhouse" dwelling unit type is proposed, Executive staff note, because "future growth is expected to occur through "middle housing," which includes duplexes, houseplexes, cottage housing, and townhouses. This additional category allows for a more precise assessment of the impact of this housing type on student enrollment growth. School districts have requested this level of detail."

Other substantive changes in the Proposed Ordinance include:

- Allowing vesting of school impact fees at the time of a complete application. Typically, a development permit does not vest to fees. It is a policy choice to allow this vesting.
- Setting school impact fees on a two-year basis. Currently, school impact fees are updated annually. The Proposed Ordinance does include an option to amend the fee if there are unforeseen issues. Executive staff note that a two-year rate provides greater predictability for residential home builders.
- While this Proposed Ordinance is effective in 2025, the new fee formula would not be effective until the 2027 rate is adopted in 2026. Executive staff note that the new formula structure will require additional work by the school districts and the delay in the implementation will accommodate the time needed to complete that work.

## **AMENDMENT**

Striking Amendment S1 would make technical and clarifying edits to the Proposed Ordinance.



**Signature Report**

**Ordinance**

**Proposed No. 2025-0227.1**

**Sponsors Zahilay**

1           AN ORDINANCE approving and adopting a memorandum  
2           of agreement negotiated by and between King County and  
3           the Joint Labor Management Insurance Committee of  
4           Unions regarding insured benefits for represented benefits-  
5           eligible employees identified by King County deemed  
6           eligible to receive these benefits; and establishing the  
7           effective date of the agreement.

8           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9           SECTION 1. The memorandum of agreement negotiated by and between King  
10          County and the Joint Labor Management Insurance Committee regarding insured benefits  
11          for Joint Labor Management Insurance Committee of Unions represented benefits-  
12          eligible employees identified by King County deemed eligible to receive these benefits,  
13          which is Attachment A to this ordinance, is hereby approved and adopted by this  
14          reference made a part hereof.

- 15            SECTION 2. Terms and conditions of the agreements shall be effective from  
16   January 1, 2026, through and including December 31, 2028.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Girmay Zahilay, Chair

ATTEST:

---

Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Shannon Braddock, County Executive

**Attachments:** A. Memorandum of Agreement Regarding Insured Benefits - Joint Labor Management Insurance Committee Benefits Agreement [000U0125]

**MEMORANDUM OF AGREEMENT**  
**Regarding Insured Benefits**  
**January 1, 2026, through December 31, 2028**  
**For Represented Benefits-Eligible Employees**  
**By and Between**  
**King County**  
**And**

**The Joint Labor Management Insurance Committee of Unions**

**Subject: 2026-2028 Joint Labor Management Insurance Committee Benefits Agreement**

**WHEREAS**, certain designated representatives of King County (“County”) and the Joint Labor Management Insurance Committee of Unions (“Unions”), referred to hereafter as the “Parties,” have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee (“JLMIC”) for the purpose of negotiating the plan provisions and funding of the County’s fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs (“insured benefits”); and

**WHEREAS**, the Parties have agreed to a format for negotiating plan provisions and funding to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

**WHEREAS**, the Parties agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan (“HMO”), a Preferred Provider Organization Plan (“PPO”) and an Accountable Health Network Plan (AHN); and

**WHEREAS**, the Parties, through the JLMIC, agree to explore options that incent benefits-eligible employees to choose healthcare that is more effective and produces better health outcomes; and

**NOW THEREFORE**, having bargained in good faith, the Parties memorialize their Agreement to the following, referred to as the “JLMIC Agreement”:

- 1. Scope of Agreement.** The benefits described in this Agreement, and any modifications agreed to by the JLMIC pursuant to agreement No. 6, shall be provided by the County to all employees who are currently represented by bargaining units other than those listed below. This Agreement does not apply to non-represented employees, although the County, at its discretion, may treat non-represented employees in the same way as the represented employees covered by this Agreement. This Agreement shall not be offered to any employees represented by the Amalgamated Transit Union, Local 587, the King County Police Officers’ Guild, the Puget Sound Police Managers Association, and the Technical Employees’ Association representing employees in Transit. All employees to

which this Agreement applies shall be referred to as “JLMIC-Eligible Employees.”

2. **Continuation and Administration of JLMIC Protected Fund Reserve.** The balance of the 2025 JLMIC Protected Fund Reserve (“PFR”) shall be carried over to this Agreement and the PFR shall continue to be maintained for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those insured benefits, for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose except for benefits outlined in this Agreement, inclusive of Attachments and Memoranda of Agreement(s). It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.

3. **County Funding Rate.**

Commencing on January 1, 2026, the County shall contribute \$1,887 per month towards the cost of providing insured benefits on behalf of each JLMIC-Eligible Employee.

Commencing on January 1, 2027, the County shall contribute \$1,981 per month towards the cost of providing insured benefits on behalf of each JLMIC-Eligible Employee.

Commencing on January 1, 2028, the County shall contribute \$2,070 per month towards the cost of providing insured benefits on behalf of each JLMIC-Eligible Employee.

4. **Insufficient County Funding.** To the extent that the County’s funding rate identified in Paragraph 3 and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, employee monthly contributions, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, is at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the Parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
5. **Excess County Funding.** To the extent that the County’s funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provides greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.
6. **Modification to Health and Welfare Plan Provisions.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
7. **Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachment A, including but not limited to maintaining the JLMIC-Eligible Employees’ out-of-pocket costs for the HMO, PPO and AHN plans, unless otherwise modified by the Parties or

modified pursuant to the terms of this Agreement. The Parties hereby agree that modifications will be by written agreement subject to ratification, as necessary.

- 8. Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer HRA VEBA benefits to JLMIC-Eligible Employees as described in Attachment B.
- 9. Medical or Dental Plan(s) Options.** During the term of this Agreement, the Parties may add or substitute plan(s) option(s) beyond the HMO, PPO and AHN medical plans and Dental PPO and Dental HMO plans.
- 10. Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a reconciliation meeting no later than April 15th of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
- 11. Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below \$15,000,000, the Parties will open negotiations to consider plan design changes and cost-sharing (e.g., copays, premiums) to be implemented by the following January 1. If the Parties are unable to reach agreement on such modifications by June 1st of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one (1) expert selected by the Unions, and one (1) expert selected jointly by the two (2) selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15th. The Panel shall be empowered to make plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution increases. The costs of the Panel shall be paid out of the PFR.

#### **11.1 Rules for Activation of the Dispute Resolution Process (formalized process and hearing):**

The Parties agree the that dispute resolution process described in agreement 11 will not be invoked prior to December 31, 2026.

- a) The Parties should name their partisan experts as soon as possible and before May 15<sup>st</sup> of the year in which the Parties invoke the dispute resolution process. The role of the partisan panel members in the dispute resolution process is to advocate on behalf of their clients. Resources will be provided to the panel to do costing models and calculations. A role of the partisan panel members is to assist with calculations, using shared models and tools.
- b) The Parties' partisan experts should name the neutral expert right away, and that expert should be contacted and retained by June 1st. The partisan panelists will convey to the neutral expert the timelines and requirements for fulfilling the neutral expert role. The panelists may only select a neutral expert who agrees to hear and decide this case entirely between June 1 and August 15 (per paragraph 11).



- c) The variables that are up for renewal, per the current JLMIC structure, are listed below. Any items that remain unresolved in the bargaining process shall be submitted to the panel.
- d) The underlying authority of the panel is in the JLMIC Agreement paragraph 11: “The Panel shall be empowered to make plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution increases.” The panel is not empowered to alter the \$15 million distress threshold for the PFR. Only the Parties may agree to an alteration of the critical level.
- e) Joint statements and exhibits: The Parties will endeavor to develop joint exhibits to the panel, that will include:
  - i. A joint statement about the history of the JLMIC.
  - ii. Jointly agreed information about the JLMIC’s historic financing and current projections.
  - iii. If possible, a joint statement about the tasks for the panel. If the Parties are unable to agree on the parameters of what the panel is tasked with determining, then they will present their own versions, much like when there is a disagreement about a statement of the issue in an arbitration case.
- f) At least seven days prior to the hearing described below, the Parties will submit their final proposals to each other and the panel, as well as supporting materials (exhibit binders, written arguments in support, etc.).
- g) As soon as possible after June 1st, the panel will convene a one-day in-person meeting of the panel as well as the invited guests of each party, to discuss and share the Parties’ final proposals and exhibits, and to answer questions by the panelists.
- h) The panel will determine its process for considering the case. In all likelihood, the two partisan panel members will serve the role of clarifying matters that the neutral panel member may have. The partisan panel members will also assist with the costing model and calculations. The partisan panel members are not restricted from talking to their respective sides.
- i) The panel must submit a ruling no later than August 15th, but is encouraged to do so sooner. No extensions will be granted to the panel.
- j) The panel is empowered to adopt either party’s proposals or find common ground in between the competing proposals. In no event shall the panel be empowered to exceed the range between the Parties’ proposals (for example, if one party is proposing \$X and the other party is proposing \$Y, the panel must issue a decision within that range).
- k) The panel will be expected to complete a form that fills in these variables and decisions by the panel for any of the plans agreed to or modified as a result of this process. In addition to completing the form, the panel will issue a written narrative decision that expounds on its rational on making plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution.


**12. Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2029) no later than January of 2028.

**13. Total Agreement.** This Agreement constitutes the entire agreement with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

14. **Term.** This Agreement shall be in effect following adoption of an ordinance by the King County Council, from January 1, 2026, through December 31, 2028.

For the Joint Labor Management Insurance Committee of Unions:

DocuSigned by:




9C7EE011347F4E7...

7/14/2025

Michael Gonzales, Senior Business Agent  
General Teamsters Union, Local 174  
Co-Chair, Joint Labor Management Insurance Committee

Date

Signed by:



AA962E4CF196498...

7/14/2025

Maria Williams, President and Executive Director  
Teamsters Local Union No. 117  
Co-Chair, Joint Labor Management Insurance Committee

Date

For King County:

DocuSigned by:




9063C72F4F6348F...

7/15/2025

Megan Pedersen, Director  
Office of Labor Relations, King County Executive Office  
Co-Chair, Joint Labor Management Insurance Committee

Date

DocuSigned by:



9BBD219A728E4E7...

7/15/2025

Sasha P. Alessi, Labor Relations Manager  
Office of Labor Relations, King County Executive Office  
Co-Chair, Joint Labor Management Insurance Committee

Date

## 000U0125\_Attachment A

## 2026 Medical Plan Quick Comparison: Regular Employees

Plan Feature (In-network)	SmartCare HMO (Kaiser)	KingCare Select AHN (Regence & CVS)	KingCare PPO (Regence & CVS)
<b>Provider Choice</b>	A primary care provider coordinates care through the plan network. You may self-refer to many Kaiser specialists. No coverage for out-of-network care unless approved/referred.	A primary care doctor helps you coordinate your care within your network. Referrals are not required. You save the most by staying in-network, but you can go out-of-network for a higher cost.	You may choose any qualified provider, but your out-of-pocket costs are lowest when you use network providers.
<b>Out-of-area coverage</b>	See next page.	See next page.	See next page.
<b>Employee Monthly Contribution</b>	\$60	\$70	\$85
<b>Benefit Access Fee<sup>1</sup></b>	\$0	\$75	\$200 per month
<b>Deductible<sup>2</sup></b>	Single \$0 Family \$0	Single \$100 Family \$300	Single \$300 Family \$900
<b>Out-of-Pocket Limit<sup>3</sup></b>	Single \$1,000 Family \$2,000	Single \$1,500 Family \$3,100	Single \$2,000 Family \$4,500
<b>Prescription Out-of-Pocket Limit</b>	Single & Family \$0 Copays apply to out of pocket maximum	Single \$1,500 Family \$3,000	Single \$1,500 Family \$3,000
<b>Your cost—after deductible—using in-network providers</b>			
<b>Emergency Room</b>	\$100 copay	15% after \$200 copay/visit.  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.	15% after \$200 copay/visit  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.

Benefits, Payroll & Retirement Operations 206-684-1556 [KC.Benefits@KingCounty.gov](mailto:KC.Benefits@KingCounty.gov)

Plan Feature (In-network)	SmartCare HMO (Kaiser)	KingCare Select AHN (Regence & CVS)	KingCare PPO (Regence & CVS)
Hospital–Inpatient	\$200 copay	10%	15%
Labs, X-ray, Tests	0%	10%	15%
Mental Health	Outpatient: \$20 copay Inpatient: \$200 copay	Outpatient therapy services: \$20 copay Outpt non-therapy services & inpt services: 10%	15%
Office Visits	\$20 copay	\$20 (no deductible)	15%
Prescription Drugs (retail 30-day supply)	Generic: \$10 copay Preferred brand: \$20 copay Non-preferred brand: \$30 copay	Generic: \$5 copay Preferred brand: \$25 copay Non-preferred brand: \$75 copay	Generic: \$7 copay Preferred brand: \$30 copay Non-preferred brand: \$75 copay
Urgent Care	\$20 copay	\$20 copay	15%

**DISCLAIMER:** This chart should be used as a general guide only. For specific plan details, refer to the governing documents at [KingCounty.gov/Plan-Details](https://kingcounty.gov/Plan-Details).

1. Benefit Access Fee: The cost to add a spouse/state-registered domestic partner who has access to medical coverage through an employer.
2. Deductible: The amount you pay per year before the plan begins to pay.
3. Out-of-pocket limit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.
4. All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.

Benefits, Payroll & Retirement Operations 206-684-1556 [KC.Benefits@KingCounty.gov](mailto:KC.Benefits@KingCounty.gov)

## 2026 Out-of-Network Coverage: Regular Employees

Plan Feature (Out-of-network)	SmartCare HMO (Kaiser)	KingCare Select AHN (Regence & CVS)	KingCare PPO (Regence & CVS)
<b>Out-of-Area Coverage</b>	Covered care is available at out-of-area Kaiser Permanente facilities—call Member Services to set up access. No coverage for out-of-network care unless approved/referred. If outside the Kaiser area, urgent and emergency care is covered at any provider.	When seeking care outside your network, covered services are reimbursed at the out-of-network benefit level, which is significantly lower. Emergency care is covered the same anywhere.	Same coverage as when home, through Regence and CVS Caremark® national provider networks. Your out-of-pocket costs are lowest when you use network providers. Emergency care is covered the same anywhere.
<b>Deductible<sup>1</sup></b>	Single \$0 Family \$0	Single \$500 Family \$1,500	Single \$300 Family \$900
<b>Out-of-Pocket Limit<sup>2</sup></b>	Single \$1,000 Family \$2,000	Single \$3,300 Family \$7,100	Single \$3,500 Family \$7,500
<b>Emergency Room</b>	\$100 copay	15% after \$200 copay/visit  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.	15% after \$200 copay/visit  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.
<b>What you pay for most covered services<sup>3</sup></b>	100% (Plan pays 0%)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)

**DISCLAIMER:** This chart should be used as a general guide only. For specific plan details, refer to the governing documents at [KingCounty.gov/Plan-Details](https://kingcounty.gov/Plan-Details).

1. Deductible: The amount you pay per year before the plan begins to pay.

2. Out-of-pocket limit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.

3. All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.

**Benefits, Payroll & Retirement Operations** 206-684-1556 [KC.Benefits@KingCounty.gov](mailto:KC.Benefits@KingCounty.gov)

**ATTACHMENT B**  
**MEMORANDUM OF AGREEMENT**  
**Regarding HRA VEBA**  
**January 1, 2026, through December 31, 2028**  
**For Represented Benefits-Eligible Employees**  
**By and Between**  
**King County**  
**And**  
**Joint Labor Management Insurance Committee of Unions**

**WHEREAS**, the Parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

**WHEREAS**, the Parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

**WHEREAS**, the Parties have negotiated in good faith; now

**THEREFORE**, the Parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it.

The following options are currently available to participating bargaining units:

- a. **Sick Leave Cash Out at Retirement VEBA Option:** If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at their retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.
- b. **Vacation Cash Out at Retirement Option:** If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this

option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at their retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The Parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the Parties' understandings of the makeup of the individual bargaining units, the Parties will meet to discuss and resolve the issue.

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.


Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

2. **Irrevocability.** Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, their spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.
3. The Parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may

contribute to the efficiency of this process.

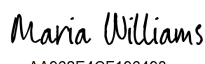
4. **Total Agreement.** This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the Parties, and may be modified or amended only by a written amendment executed by all Parties hereto.
5. **Severability.** The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
6. **Term.** This Agreement shall be effective January 1, 2026, through December 31, 2028, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

For the Joint Labor Management Insurance Committee of Unions:

DocuSigned by:  
  
 9C7EE011347E4E7  
 Michael Gonzales, Senior Business Agent  
 General Teamsters Union, Local 174  
 Co-Chair, Joint Labor Management Insurance Committee

7/14/2025

Date

Signed by:  
  
 AA962E4CE196498...  
 Maria Williams, President and Executive Director  
 Teamsters Local Union No. 117  
 Co-Chair, Joint Labor Management Insurance Committee

7/14/2025


Date

For King County:

DocuSigned by:  
  
 9063C72F4F6348F...  
 Megan Pedersen, Director  
 Office of Labor Relations, King County Executive Office  
 Co-Chair, Joint Labor Management Insurance Committee

7/15/2025

Date

DocuSigned by:  
  
 9BBD219A728E4E7...  
 Sasha P. Alessi, Labor Relations Manager  
 Office of Labor Relations, King County Executive Office  
 Co-Chair, Joint Labor Management Insurance Committee

7/15/2025

Date





# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Motion

**Proposed No.** 2025-0248.1

**Sponsors** Balducci

1                   A MOTION confirming the executive's reappointment of  
2                   Sheryl Whitney, who resides in council district six, to the  
3                   Harborview Medical Center board of trustees, as the district  
4                   six representative.

5                   BE IT MOVED by the Council of King County:

6                   The county executive's reappointment of Sheryl Whitney, who resides in council  
7                   district six, to the Harborview Medical Center board of trustees, as the district six

8 representative, for the remainder of a four-year term to expire on July 31, 2028, is hereby  
9 confirmed.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Girmay Zahilay, Chair

ATTEST:

---

Melani Hay, Clerk of the Council

**Attachments:** None