516 Third Avenue, Council Chambers, 10th Floor, Seattle, WA 98104

King County

Meeting Agenda

Metropolitan King County Council

Councilmembers:
Sarah Perry, Chair;
Jorge Barón, Vice Chair of Policy Development and Review;
Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Rhonda Lewis, Teresa Mosqueda, Pete von Reichbauer

1:30 PM **Tuesday, September 1, 2026** **Hybrid Meeting**

REVISED AGENDA - ADDED ITEM 23

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.

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: 873 0459 1515

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.

Language access services: Sign language and interpreter services are available at no cost to you. To request these services, contact King County Council's Equity and Social Justice Office at 206-477-9259 (TTY Relay 7-1-1) or kccesj@kingcounty.gov at your earliest opportunity. Please provide notice by 9 AM at least three (3) business days prior to the meeting to better secure availability.

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).

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

1. **Call to Order**

2. **Roll Call**

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

   Councilmember von Reichbauer

4. **Approval of Minutes of August 25, 2026** pg. 11

   Councilmember Barón

5. **Additions to the Council Agenda**

6. **Special Items**

Proclamation of International Day of Clean Air for Blue Skies

Councilmember Mosqueda and Councilmember Lewis

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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 6-17

Consent Items 7-8

Councilmember Barón

7. Proposed Ordinance No. 2026-0134 pg. 20

AN ORDINANCE authorizing the King County executive to enter into a license agreement with the Washington state Department of Transportation, Ferries Division, as owner of the Vashon Island Ferry Terminal located at 10800 North Vashon Highway, Vashon, Washington, in council district eight.

Sponsors: Mosqueda

On 6/9/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

8. Proposed Ordinance No. 2026-0217 pg. 59

AN ORDINANCE relating to the temporary release of a restrictive covenant over the property commonly known as 12531 28th Avenue NE, Lake City, to support the construction and future operation of a community center and affordable housing within the city of Seattle.

Sponsors: Dembowski

On 8/18/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.
On 8/26/2026, the Budget and Fiscal Management Committee Recommended Do Pass Consent.

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

Consent Items 9-16

Councilmember Barón

9. Proposed Motion No. 2026-0098 pg. 70

A MOTION acknowledging the receipt of the East Link Connections transit gap service analysis report in compliance with the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P14.

Sponsors: Balducci

On 7/7/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

10. Proposed Motion No. 2026-0124 pg. 105

A MOTION confirming the executive's appointment of Ranil Herath, who resides in council district nine, to the King County Library System board of trustees.

Sponsors: Dunn

On 6/16/2026, the Metropolitan King County Council Introduced and Referred to Government Accountability and Oversight Committee.
On 8/17/2026, the Government Accountability and Oversight Committee Recommended Do Pass Consent.

11. Proposed Motion No. 2026-0125 pg. 110

A MOTION confirming the executive's appointment of Liz Callahan, who resides in council district five, to the King County Library System board of trustees.

Sponsors: Fain

On 6/9/2026, the Metropolitan King County Council Introduced and Referred to Government Accountability and Oversight Committee.
On 7/20/2026, the Government Accountability and Oversight Committee Deferred.
On 8/17/2026, the Government Accountability and Oversight Committee Recommended Do Pass Consent.

12. [Proposed Motion No. 2026-0141] pg. 115

A MOTION confirming the executive's appointment of Kevin Kelly, who resides in council district three, to the King County solid waste advisory committee, as a representative from the waste management industry.

Sponsors: Perry

On 6/9/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

13. [Proposed Motion No. 2026-0143] pg. 120

A MOTION confirming the executive's appointment of Jamie Fleming, who resides in council district five, to the King County solid waste advisory committee, as a representative from a bargaining unit representing the greatest number of solid waste division employees.

Sponsors: Fain

On 6/9/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

14. [Proposed Motion No. 2026-0181] pg. 125

A MOTION confirming the executive's appointment of Alice Klein, who resides in council district two, to the King County Access paratransit advisory committee.

Sponsors: Lewis

On 7/14/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

15. [Proposed Motion No. 2026-0182] pg. 129

A MOTION confirming the executive's appointment of Priscilla Wong, who resides in council district six, to the King County Access paratransit advisory committee.

Sponsors: Balducci

On 7/28/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

16. Proposed Motion No. 2026-0202 pg. 133

A MOTION relating to public transportation; acknowledging receipt of the Cashless Fare Engagement Report submitted in response to the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P10.

Sponsors: Fain

On 7/28/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.
On 8/18/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Consent.

Local Services and Land Use

Councilmember Dunn

17. Proposed Motion No. 2026-0139 pg. 156

A MOTION authorizing the King County executive to accept a donation of real property, appraised by the King County department of assessments at one hundred ninety-nine thousand dollars, located near Newaukum creek in unincorporated King County, for fish, wildlife, and wetland habitat preservation and restoration purposes.

Sponsors: Dunn

On 6/16/2026, the Metropolitan King County Council Introduced and Referred to Local Services and Land Use Committee.

SUBJECT TO A MOTION TO RELIEVE THE COMMITTEE OF FURTHER CONSIDERATION PURSUANT TO K.C.C. 1.24.125

First Reading and Referral of Ordinances

18. Proposed Ordinance No. 2026-0239

AN ORDINANCE relating to the sale of biomethane held by the county; authorizing the wastewater treatment division to enter into an agreement for the sale of pipeline quality biomethane produced at the South Treatment Plant to Puget Sound Energy.

Sponsors: Dembowski

First Reading and Referral to the Budget and Fiscal Management Committee

19. Proposed Ordinance No. 2026-0241

AN ORDINANCE declaring King County's intent to conduct a public hearing regarding whether to assume rights, powers, immunities, functions, and obligations of the King County transportation district.

Sponsors: Dembowski

First Reading and Referral to the Committee of the Whole

20. Proposed Ordinance No. 2026-0242

AN ORDINANCE assuming governance of the King County transportation district; amending Ordinance 11955, Section 5, as amended, and K.C.C. 2.16.055 and adding a new chapter to K.C.C. Title 2.

Sponsors: Dembowski, Lewis, Mosqueda, Dunn and von Reichbauer

First Reading and Referral to the Committee of the Whole

21. Proposed Ordinance No. 2026-0243

AN ORDINANCE approving and adopting the memorandum of agreement negotiated by and between King County and Joint Crafts Council - Construction Crafts - North Coast States Carpenters Union, representing Carpenter II employees in the department of local services and the department of executive services; and establishing the effective date of said agreement.

Sponsors: Perry

First Reading and Referral to the Metropolitan King County Council

22. Proposed Ordinance No. 2026-0244

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse supervisors and managers in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Perry

First Reading and Referral to the Metropolitan King County Council

23. Proposed Ordinance No. 2026-0245

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Washington State Nurses Association, representing nurse staff in the department of public health and the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Perry

First Reading and Referral to the Metropolitan King County Council

First Reading and Referral of Motions

24. Proposed Motion No. 2026-0204

A MOTION confirming the appointment of Julianna Ross to the King County cultural development authority (4Culture) board.

Sponsors: Dembowski

First Reading and Referral to the Committee of the Whole

25. Proposed Motion No. 2026-0215

A MOTION confirming the executive's appointment of Andrew Constantini, who resides in council district eight, to the King County priority hire advisory committee, representing contractors.

Sponsors: Mosqueda

First Reading and Referral to the Transportation, Economy, and Environment Committee

26. [Proposed Motion No. 2026-0221]

A MOTION confirming the executive's appointment of Jimmy Matta, who resides in council district eight, to the King County priority hire advisory committee, representing minority-owned businesses.

Sponsors: Mosqueda

First Reading and Referral to the Transportation, Economy, and Environment Committee

27. [Proposed Motion No. 2026-0222]

A MOTION related to public transportation, approving the King County Metro Public Transportation Agency Safety Plan 2027, in accordance with the Federal Transit Administration's Public Transportation Agency Safety Plan regulations and the Bipartisan Infrastructure Law.

Sponsors: Fain

First Reading and Referral to the Transportation, Economy, and Environment Committee

28. [Proposed Motion No. 2026-0226]

A MOTION confirming the executive's appointment of Sili Savusa, who resides in council district eight, 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.

Sponsors: Mosqueda

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

29. [Proposed Motion No. 2026-0237]

A MOTION acknowledging receipt of an independent monitoring report on the confinement of juveniles in county detention facilities as required by the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 53, Proviso P1.

Sponsors: Lewis

First Reading and Referral to the Law and Justice Committee

30. Reports on Special and Outside Committees

Other Business

Adjournment

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King County

516 Third Avenue, Council
Chambers, 10th Floor,
Seattle, WA 98104

Meeting Minutes

Metropolitan King County Council

Councilmembers:
Sarah Perry, Chair;
Jorge Barón, Vice Chair of Policy Development and Review;
Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Rhonda Lewis, Teresa Mosqueda, Pete von Reichbauer

1:30 PM **Tuesday, August 25, 2026** **Hybrid Meeting**

REVISED AGENDA - ADDED ITEM 6
DRAFT MINUTES

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3. Listen to the meeting by telephone – See "Connecting to the Webinar" above.

1. Call to Order

The meeting was called to order at 1:32 p.m.

2. Roll Call

Present: 7 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda and von Reichbauer

Excused: 2 - Balducci and Perry

3. Flag Salute and Pledge of Allegiance

Councilmember Fain led the flag salute and Pledge of Allegiance.

4. Approval of Minutes of August 18, 2026

Councilmember Dunn moved to approve the minutes of the August 18, 2026, meeting as presented. Seeing no objection, the Chair so ordered.

5. Additions to the Council Agenda

There were no additions.

6. General Public Comment

The following people spoke:
Kevin Altheimer
Alex Tsimerman
Chris Maniates
Stan Shikuma
Bejamin Sibelman
Greg Colucci
Joe Harrington
Angela Deppe
Cynthia Jatul
Rebecca Cate
Laura Cooley
Kathy Creahan
Brian Dang
Guadalupe Gonzalez
Filemon Tapia
Leonard Sklar
CJ
Julie Gingerich
John Bito
Suzanne Parenteau
Yvette Dinish
hbrown
Caleb Navarre
Brandy
Joe Kunzler
James Hutchison

Hearings 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 6-11

The Public Hearing was held under General Public Comment.

Local Services and Land Use

7. 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 and Fain

A Public Hearing was held and closed.

Councilmember Dunn made a motion to suspend the rules to hold and advertised public hearing on Proposed Ordinance 2022-0297. The motion carried.

Proposed Ordinance 2022-0297 will remain in the Local Services and Land Use Committee until the Committee has taken action. It will then be placed on the Council agenda for action.

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

Consent Item 8

8. Proposed Motion No. 2026-0178

A MOTION confirming the executive's appointment of Susan Loosmore, who resides in council district six, to the Washington state Major League Baseball Stadium Public Facilities District board of directors.

Sponsors: von Reichbauer

A Public Hearing was held and closed. A motion was made by Councilmember Dunn that this Motion be Passed on the Consent Agenda. The motion carried by the following vote:

Yes: 7 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, and von Reichbauer

Excused: 2 - Balducci, and Perry

The enacted number is 17007.

Reappointment Consent Agenda Item 9-11

9. Proposed Motion No. 2026-0208

A MOTION confirming the executive's reappointment of Young-Sang Song, who resides in council district nine, to the King County priority hire advisory committee, representing local business organizations.

Sponsors: Dunn

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

The enacted number is 17008.

10. Proposed Motion No. 2026-0210

A MOTION confirming the executive's reappointment of Drew Gibson, who resides in council district nine, to the King County priority hire advisory committee.

Sponsors: Dunn

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

The enacted number is 17009.

11. Proposed Motion No. 2026-0211

A MOTION confirming the executive's reappointment of Dave Johnson, who resides in council district three, to the priority hire advisory committee, representing contractors.

Sponsors: Perry

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

The enacted number is 17010.

Passed On The Consent Agenda

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

Yes: 7 - Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, and von Reichbauer

Excused: 2 - Balducci, and Perry

First Reading and Referral of Ordinances

12. [Proposed Ordinance No. 2026-0214]

AN ORDINANCE adding K.C.C. Title 7 parks and recreation citations to the list of waived fees for appeals of agency decisions to the hearing examiner's office; and amending Ordinance 18230, Section 77, as amended, and K.C.C. 4A.780.010.

Sponsors: Perry

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

13. [Proposed Ordinance No. 2026-0224]

AN ORDINANCE approving the city of Kirkland's proposal to exchange 16,274 square feet of Mark Twain park for an equal amount of square footage.

Sponsors: Balducci

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

14. [Proposed Ordinance No. 2026-0234]

AN ORDINANCE adopting and ratifying amendments to the 2021 King County Countywide Planning Policies.

Sponsors: Dunn

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

15. [Proposed Ordinance No. 2026-0235]

AN ORDINANCE related to comprehensive planning and development regulations; amending Ordinance 13147, Section 12, and K.C.C. 20.08.170, Ordinance 17486, Section 3, and K.C.C. 20.10.015, Ordinance 13147, Section 20, as amended, and K.C.C. 20.18.040, Ordinance 14047, Section 4, as amended, and K.C.C. 20.18.055, and Ordinance 12196, Section 9, as amended, and K.C.C. 20.20.020, and adding a section to K.C.C. chapter 20.08.

Sponsors: Dunn

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

First Reading and Referral of Motions

16. [Proposed Motion No. 2026-0063]

A MOTION confirming the executive's appointment of Hari Chon, who resides in council district six, to the women's advisory board, as an executive at-large representative.

Sponsors: Balducci

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

17. [Proposed Motion No. 2026-0220]

A MOTION confirming the executive's appointment of Kathleen Dunham, who resides in council district nine, to the King County priority hire advisory committee, representing women-owned businesses.

Sponsors: Dunn

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

18. [Proposed Motion No. 2026-0233]

A MOTION requesting that the executive transmit two reports relating to solid waste division financial planning and rate increase implementation.

Sponsors: Fain

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

19. [Proposed Motion No. 2026-0228]

A MOTION confirming the executive's appointment of Cat Martin, who resides in council district six, 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: Balducci

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

20. Reports on Special and Outside Committees

No reports were given.

Other Business

No other business was presented.

Adjournment

The meeting was adjourned in memory of T'Shaun R. Bennett-Myres at 2:36 p.m.

Approved this _____________ day of _________________

Clerk's Signature

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0134.1 **Sponsors** Mosqueda

AN ORDINANCE authorizing the King County executive to enter into a license agreement with the Washington state Department of Transportation, Ferries Division, as owner of the Vashon Island Ferry Terminal located at 10800 North Vashon Highway, Vashon, Washington, in council district eight.

STATEMENT OF FACTS:

1. The Metro transit department, marine division, plans to continue to operate the King County passenger-only water taxi service from the current facility at the Vashon Island Ferry Terminal.

2. The Metro transit department has successfully negotiated a license for the passenger-only ferry landing with the Washington state Department of Transportation, Ferries Division.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The executive is authorized to execute a license for the passenger-only ferry landing located at 10800 North Vashon Highway, Vashon, with the Washington state Department of Transportation, Ferries Division, substantially in the form of Attachment A to this ordinance, and to take all actions necessary to implement the terms of the license.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

APPROVED this _____ day of _______________, ______.

____

Girmay Zahilay, County Executive

Attachments: A. License Agreement No. GCB 1358 RE: King County Passenger-Only Ferry Service at Vashon Island Ferry Terminal

LICENSE AGREEMENT NO. GCB 1358
RE: KING COUNTY PASSENGER-ONLY FERRY SERVICE
AT VASHON ISLAND FERRY TERMINAL

THIS AGREEMENT is made and entered into on the date of final execution, by and between **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION,** operating as Washington State Ferries (hereinafter called "**WSF**") and **KING COUNTY,** a home rule charter county and political subdivision of the state of Washington, acting by and through its Metro Transit Department and Marine Division (hereinafter called "**COUNTY**"), each of which is sometimes referred to individually as a "Party," or collectively as the "Parties."

RECITALS

A. **WSF** is the Ferries Division of the Washington State Department of Transportation (hereinafter called "**WSDOT**").

B. As a component of its ferry terminal facilities in Puget Sound, Washington, **WSF** owns the Vashon Island Ferry Terminal in King County, Washington (hereinafter called the "Vashon Island Terminal"). The Vashon Island Terminal is located at 10800 North Vashon Highway, Vashon, WA 98070, is identified as King County Tax Parcel No. 0623039006, and serves as a terminal on **WSF's** Fauntleroy / Vashon Island / Southworth ferry route. The Vashon Island Terminal has two ferry slips and a dedicated passenger-only ferry ("POF") landing consisting of a passenger-only ferry pier, gangway, and float (collectively hereinafter "POF landing"). A diagram and photo of the Vashon Island Terminal are attached hereto and incorporated herein as **Exhibit A**.

C. In September 2009, the King County Ferry District ("KCFD"), the predecessor in interest to the King County Metro Transit Department - Marine Division, began operating a Seattle to Vashon Island POF route (hereinafter called the "Seattle / Vashon Island Route") from a **WSF** owned POF terminal at Pier 50 in Seattle, Washington (hereinafter “**WSF** Pier 50 POF Terminal”) to the POF landing at **WSF**’s Vashon Island Terminal.

D. In August 2011, **WSF** and KCFD entered into License Agreement No. GCA 6750, establishing the terms and conditions for KCFD’s use of the POF landing at the Vashon Island Terminal and the **WSF** Pier 50 POF terminal. The initial term of that agreement expired on June 30, 2019, and provided for two successive, five-year options to extend the initial term.

E. In 2015, the **COUNTY** assumed the rights, powers, functions, and obligations of KCFD.

F. In November 2016, **WSF** and the **COUNTY** entered into Tidelands Lease No. GCB 3432 at Seattle Multimodal Terminal to enable construction of a new **COUNTY** POF Terminal (hereinafter “Pier 50 POF Terminal”) on the south side of the Seattle Multimodal Terminal under reconstruction at Colman Dock / Pier 52 in downtown Seattle, King County, Washington. **WSF** constructed the Pier 50 POF Terminal as part of the Seattle Multimodal Terminal project, subject to reimbursement from the **COUNTY**, who now owns and operates the Pier 50 POF Terminal building. In August 2019, the **COUNTY** began operating the Seattle / Vashon Island Route from the new, **COUNTY**-owned Pier 50 POF Terminal.

G. The **COUNTY** continues to operate regular cross-Sound POF Service on the Seattle / Vashon Island Route (hereinafter called “**COUNTY’s** POF Service”) pursuant to the terms and conditions of License Agreement No. GCA 6750. The Parties did not execute a written supplemental agreement extending the initial term. The Parties intend for this Agreement to supersede and replace License Agreement No. GCA 6750.

H. The **COUNTY** desires to secure the long-term use of the POF landing at the Vashon Island Terminal for the operation of its Seattle / Vashon Island Route.

I. **WSF** is authorized to enter into this Agreement pursuant to Revised Code of Washington (RCW) 47.56.253, RCW 47.60.662, RCW 47.64.090, and RCW 47.12.120. The **COUNTY** is authorized to enter into this Agreement pursuant to Chapter 36.54 RCW, King County Code (KCC) Chapter 2.120, KCC 2.16.038, and other authorities.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises contained herein, the Parties hereto agree as follows:

ARTICLE 1
PURPOSE AND SCOPE

A. The purpose of this Agreement is to establish the terms and conditions for the **COUNTY's** continued use of the POF landing at the Vashon Island Terminal, as described herein.

B. The **COUNTY's** POF Service between the Pier 50 POF Terminal and the POF landing at the Vashon Island Terminal will continue to be operated by the **COUNTY's** employees. The **COUNTY's** sailing schedule (**COUNTY's** "Sailing Schedule") for the Seattle / Vashon Island Route is attached hereto and incorporated herein as Exhibit B.

ARTICLE 2
USE OF POF LANDING AT VASHON ISLAND TERMINAL

A. **POF Landing At Vashon Island Terminal Use.** Subject to the **COUNTY's** compliance with all terms and conditions in this Agreement, **WSF** grants to the **COUNTY** an exclusive right and license to enter onto and use the west side of the POF landing at the Vashon Island Terminal, and a non-exclusive right and license to enter onto and use the east side of the same landing, both rights for the operation of the **COUNTY's** POF Service for the Seattle / Vashon Island Route described in Article 1.

Common areas to which the **COUNTY** will have access include the Vashon Island Terminal building, waiting areas, ticketing facilities, ADA parking, transit facilities, bicycle parking, and all public access areas. Such common areas are for “access only” and are not part of the licensed POF landing at the Vashon Island Terminal.

B. The **COUNTY** shall be solely responsible for ensuring that the **COUNTY’s** POF Service:

1. Complies with all applicable federal, state, and local laws and regulations governing the **COUNTY’s** POF Service; and

2. Does not adversely impact tribal treaty fishing and shellfish gathering rights that may be affected by the **COUNTY’s** POF Service. To achieve such goal, the **COUNTY** will work with affected Tribes to address any issues with the Tribes’ Usual and Accustomed Places (U&A) treaty fishing and shellfish gathering rights resulting from the **COUNTY’s** POF Service, including but not limited to, any documented damage to tribal fishing gear.

If **WSF** subsequently learns from any Governmental Authority (as defined in Article 10) that the **COUNTY** is not in compliance with such conditions, then **WSF** may, in its sole discretion and without any liability to the **COUNTY**, temporarily suspend the **COUNTY’s** use of the Vashon Island Terminal until compliance is achieved. In such event, **WSF** will provide the **COUNTY** with as much advance notice as reasonably possible given the particular circumstances.

C. **POF Landing at Vashon Island Terminal Maintenance. WSF** shall maintain the Vashon Island Terminal to the extent practicable and taking into account the life span of the components and the effects of normal wear and tear.

D. **Use Restrictions.** The **COUNTY's** use of the POF landing at the Vashon Island Terminal and related customer activities at or adjacent to the Vashon Island Terminal shall not interrupt or disrupt **WSF's** scheduled ferry service at the Vashon Island Terminal.

E. **Special Event Sailings.** **WSF** grants to the **COUNTY** the non-exclusive use of the POF landing at the Vashon Island Terminal for **COUNTY**-sponsored special event sailings to/from the Vashon Island Terminal, all subject to the terms and conditions specified in this Agreement. **COUNTY**-sponsored special event sailings to/from the Vashon Island Terminal do not require approval from **WSF**, but they do require notice to and coordination with **WSF** Operations personnel to ensure there is no conflict with **WSF's** ferry service and to ensure **WSF** Operations and Security notices are issued, as deemed appropriate.

F. **WSF Disclaimers**. **WSF** makes no representations whatsoever regarding the capability of the POF landing at the Vashon Island Terminal to accommodate **COUNTY** vessels.

ARTICLE 3
TERM

A. **Term.** This Agreement shall become effective on the date of final execution of the Agreement. The term of this Agreement ("Term") shall be for a period of ten (10) years, unless extended or earlier terminated as provided in this Agreement.

B. **Extension.** At the **COUNTY's** written request, the term of the Agreement may be extended through two (2) successive extensions for up to five (5) years each (the "Extension Term"), to be documented in a written amendment signed by the Parties. The term of the Agreement may be further extended in a written amendment(s) signed by the Parties. **WSF** approval for any such extension shall not be unreasonably withheld subject to **WSDOT** or Washington state legislature decisions that impact a proposed extension. In the event the **COUNTY** desires to so extend the Agreement, it shall provide written notice of such intent to **WSF** not less than one (1) year and not more than two (2) years prior to the then existing expiration date of the Agreement. If the

COUNTY does not provide such notice, then the Agreement shall expire at the end of the Initial Term specified above, subject to the Holding Over provision in this Article. Any extension of this Agreement shall be on the same terms and conditions, as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts that will be reflected in a written Agreement amendment signed by both Parties.

C. **Holding Over.** If the **COUNTY** fails to issue a written request to extend the Term of the Agreement, and the **COUNTY** continues its use of the POF landing at Vashon Island Terminal with **WSF's** consent, the **COUNTY's** use shall be governed by the Agreement terms and conditions in effect immediately prior to such expiration, unless the Parties agree otherwise in writing; provided, **WSF** reserves the right to make any Extension Term retroactive to cover the period of any preceding hold-over use.

ARTICLE 4
PAYMENT

A. The **COUNTY's** use of the POF landing and passenger staging area at the Vashon Island Terminal for the **COUNTY's** POF Service has a direct benefit for the **COUNTY** since it eliminates the need for the **COUNTY** to secure alternate property to develop a POF terminal facility. Such POF Service at the Terminal also helps mitigate vehicle traffic congestion on roadways and on **WSF's** auto / passenger ferries serving the Fauntleroy / Vashon Island / Southworth ferry route.

B. **License Fee.** During the Term of the Agreement, including any extensions thereof, the **COUNTY** agrees to pay fair market rent in the form of a License Fee in consideration of the **COUNTY's** use of the ferry landing at the Vashon Island Terminal for the **COUNTY's** POF Service, discounted for public benefit and calculated as detailed below.

1. The Parties agree to utilize moorage tariff rates for select Kitsap County marinas as a market rate resource. Accordingly, the applicable moorage tariff rates for the Port of Bremerton's Port Orchard Marina, the Port of Bremerton's Bremerton Marina, and the Port of Kingston's Kingston Marina are the market rate resources to determine the base License Fee value. A public benefit

discount will be applied to the base License Fee value. The discounted net License Fee will be subject to an annual Consumer Price Index (CPI) adjustment, as detailed below.

a. Using the July 1, 2025 Port of Bremerton approved moorage rates for the Port Orchard Marina and the Bremerton Marina, and the July 1, 2025 Port of Kingston published moorage rates for the Kingston Marina, the "annual average" moorage rate for a 104' vessel at the three Kitsap County marinas (Port Orchard, Bremerton and Kingston) is: $ 16,066.00 / year. Such amount is itemized as follows, with amounts rounded to the nearest dollar, as applicable:

Port Orchard Marina	$ 15,063.00 / year
Bremerton Marina:	$ 16,463.00 / year
Kingston Marina:	$ 16,673.00 / year
Average:	$ 16,066.00 / year

b. **WSF** will apply a 25% public benefit discount, the same as applied to two **WSF /** King County agreements for premises to directly support the County's POF operations on **WSF** premises.

c. The based License Fee value is calculated as follows:

Annual base License Fee value for the period from commencement of passenger service at the Terminal through September 30, 2026	$ 16,066.00 / year
Less 25% / year public benefit discount:	- ($ 4,016.50/ year)
Total discounted License Fee for the period from commencement of passenger service at the Terminal through September 30, 2026: / year	$ 12,049.50
Rounded to nearest dollar:	$ 1,004.00 / month

(prorated for partial year and months) $ 12,048.00 / year

C. **Annual CPI Adjustment.** Commencing October 1, 2026, the License Fee will be adjusted annually on October 1st of each year in accordance with the U.S. City Average for All Urban Consumers as published by the U.S. Bureau of Labor Statistics. The adjustment will be equal to any increase or decrease reported by the Index for the preceding calendar year; provided, however, in no event will the License Fee be less than the monthly License Fee payable immediately preceding the applicable anniversary.

D. Every five (5) years during the term of this Agreement, either Party may request a review of the then effective Port District moorage rates and vessel length to determine whether the CPI adjusted License Fee in effect at that time should be re-calculated to reflect the Port District moorage rates or vessel length in effect at that time. Any such adjustment to the License Fee shall be prospective only, effective on or after October 1st of the review year.

E. **WSF's** designated Representative, or other designated **WSF** personnel, shall coordinate invoicing for the License Fee payable by the **COUNTY**. **WSF** shall provide supporting documentation for the invoices. Upon the **COUNTY's** request, **WSF** shall provide any additional, available accounting records or other documents to satisfy requests from federal funding agencies (if any) and to comply with the **COUNTY's** audit requirements.

F. The **COUNTY** shall remit all payments under this Agreement to:

Revenue Accountant
Washington State Ferries
P.O. Box 3985
Seattle, WA 98124-3985

G. **WSF**'s acceptance of late payment charges and/or any portion of the overdue payment shall in no event constitute an accord and satisfaction, compromise of such payment, or a waiver of default with respect to such overdue payment, nor prevent **WSF** from exercising any other rights and remedies granted in this Agreement.

When a delinquency exists, any payments received will be applied first to the late payment charge and late payment fees, next to delinquent License Fees, and any balance remaining to the current month's License Fee and leasehold excise tax, if applicable.

H. **Improvement and Maintenance Costs.** In addition, if **WSF** expends funds at the request of the **COUNTY** on behalf of the **COUNTY**, to enable or improve the **COUNTY's** use of the POF landing at the Vashon Island Terminal, the **COUNTY** agrees to reimburse **WSF** for such actual costs, plus an Indirect Cost Rate (ICR) percentage applied to all such reimbursable costs. **WSDOT** publishes and periodically updates the Indirect Cost Rate. For Fiscal Year 2026, the Indirect Cost Rate is 11.34% of direct reimbursable costs. **WSF's** actual costs shall include direct costs and indirect costs allocated in **WSF's** standard budget process. Such costs may include, but are not limited to:

1. all equipment, materials, products, and supplies purchased or rented to fulfill the **COUNTY's** request;

2. all maintenance work related to the request, including in-house costs and work contracted to commercial service providers and construction firms; and

3. all utilities related to the request.

I. For any expenditure described above which **WSF** expects to cost in excess of Twenty-Five Thousand Dollars ($25,000), **WSF** shall notify the **COUNTY** in advance of the proposed expenditure and the **COUNTY** may approve the expenditure as submitted, revise the scope of the request to reduce costs, or cancel the request altogether.

J. **Invoicing and Payment.** **WSF** will invoice the **COUNTY**, in advance, for the annual License Fee or prorated amount, as applicable. **WSF** shall send all invoices to the **COUNTY** representative specified in Exhibit C.

K. **WSF** invoices shall be reviewed and approved by the **COUNTY.** The **COUNTY** will notify **WSF** within thirty (30) calendar days if the **COUNTY** determines that an invoice is inaccurate or incomplete. The **COUNTY** will make payment within thirty (30) calendar days from date of receipt of an approved invoice from **WSF**.

ARTICLE 5
INDEMNITY

A. **COUNTY Indemnity.** To the maximum extent permitted by law, and subject to any obligations hereunder that may be limited by RCW 4.24.115, the **COUNTY** shall defend, indemnify and hold harmless **WSDOT** and **WSF** (individually an "Indemnified Party," collectively the "Indemnified Parties"), and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, and all legal fees, experts fees and disbursements, which arise out of or are related to the **COUNTY's** use of the POF landing at the Vashon Island Terminal and the **COUNTY's** POF Service under this Agreement, and any negligent acts, errors, omissions of the **COUNTY** and its contractors, agents, officials, employees and representatives, or anyone for whom the **COUNTY** is responsible at law in performing obligations under this Agreement.

The **COUNTY** shall not be obligated to defend, indemnify and hold harmless an individual Indemnified Party if any such damages and injuries to persons or property are caused by or result from the sole negligence of that Indemnified Party, its agents or employees. If any such damages and injuries to persons or property are caused by or result from the concurrent negligence of: (i) the **COUNTY** or its contractors, officials, employees, agents, or representatives; and (ii) an Indemnified Party or its contractors, officials, employees, agents, or representatives, then the **COUNTY's** obligation hereunder applies only to the extent of the **COUNTY's** negligence or that of its contractors, officials, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the **COUNTY's** immunity under industrial insurance, Title 51 RCW, as respects **WSDOT** and **WSF** only, and only to the extent necessary to provide such entities with a full and complete indemnity of claims made by the **COUNTY's** employees. This waiver has been mutually negotiated.

B. **WSDOT/WSF Indemnity.** To the maximum extent permitted by law, and subject to any obligations hereunder that may be limited by RCW 4.24.115, **WSDOT/WSF** shall defend, indemnify and hold harmless the **COUNTY** (an Indemnified Party) and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, and all legal fees, experts fees and disbursements, which arise out of or are related to **WSDOT/WSF's** use of the POF landing at the Vashon Island Terminal, and any negligent acts, errors, omissions of **WSDOT/WSF** and its contractors, agents, officials, employees and representatives, or anyone for whom **WSDOT/WSF** is responsible at law in performing obligations under this Agreement.

WSDOT/WSF shall not be obligated to defend, indemnify and hold harmless an Indemnified Party if any such damages and injuries to persons or property are caused by or result from the sole negligence of that Indemnified Party, its agents or employees. If any such damages and injuries to persons or property are caused by or result from the concurrent negligence of: (i) **WSDOT/WSF** or its contractors, officials, employees, agents, or representatives; and (ii) an Indemnified Party or its contractors, officials, employees, agents, or representatives, then **WSDOT/WSF's** obligation hereunder applies only to the extent of **WSDOT/WSF's** negligence or that of its contractors, officials, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of **WSDOT/WSF's** immunity under industrial insurance, Title 51 RCW, as respects the **COUNTY** only, and only to the extent necessary to provide the **COUNTY** with a full and complete indemnity of claims made by **WSDOT/WSF's** employees. This waiver has been mutually negotiated.

C. The provisions contained in this Article shall survive the termination or expiration of this Agreement.

ARTICLE 6
INSURANCE

A. COUNTY Insurance.

1. **Minimum Insurance.** At its sole expense, the **COUNTY** shall keep its activities, vessels, and equipment used for the **COUNTY** POF Service for the Seattle / Vashon Island Route continuously insured (or self-insured) throughout the term of this Agreement against claims for personal injury or property damage. The minimum insurance shall be as follows:

   a. Marine Hull and Machinery insurance for the **COUNTY's** vessels utilizing the POF landing at the Vashon Island Terminal, with such amount to be specified by the **COUNTY**, all loss payable to the **COUNTY** or other designated loss payee.

   b. Marine Protection and Indemnity, Collision Liabilities and Pollution insurance or equivalent with: (i) coverage in amount not less than a combined single limit of Three Million Dollars ($3,000,000.00) per occurrence; (ii) as applicable, coverage for liability under the Jones Act, the Longshoremen's and Harbor Workers' Act and the Federal Water Quality Improvement Act of 1970; and (iii) no exclusion for marine losses, e.g. losses at the Vashon Island Terminal.

   c. Coverage in the minimum amount set forth herein shall not be construed to relieve the **COUNTY** from liability in excess of such coverage.

2. **Policy Terms.** Except for coverages self-insured, the insurance policy or policies for the coverage in Article 6.A.1. above shall: (i) contain appropriate endorsements that name **WSDOT** and **WSF** as "Additional Insureds" during

the Term of this Agreement; (ii) include a waiver of subrogation for **WSDOT** and **WSF;** (iii) not be changed or canceled without prior notice to **WSF;** and (iv) be primary with respect to any insurance **WSDOT** or **WSF** may have except that such insurance shall not be primary to any deductible, self-insurance, retention, or insurance **WSF** may have with respect to its liability or potential liability to its employees or other person arising out of, or related to, the acts or omissions of **WSF** and its officials, employees, agents and contractors in the performance of this Agreement. The **COUNTY** shall furnish **WSF** proper evidence of such insurance (or self-insurance) upon execution of this Agreement.

3. The provision of insurance or self-insurance, or the absence thereof, shall not limit the **COUNTY's** liability to **WSF** in the performance of this Agreement.

ARTICLE 7
LABOR RELATIONS

A. **Statutory Requirements.** In the performance of this Agreement, the **COUNTY** shall comply with the applicable provisions in RCW 47.64.090, "Other Party Operating Ferry by Rent, Lease, or Charter - Passenger-Only Ferry Service." The statute describes, in part, the employment conditions and rent valuation factors for POF service by public entities that utilize **WSF** facilities.

B. **COUNTY Disputes**. In the event that any employees of the **COUNTY** or any of its contractors and suppliers engage in picketing at the Vashon Island Terminal, or any portion thereof, and POF operations cease, **WSF** may in its sole discretion suspend this Agreement until the picketing activities stop, without any liability to the **COUNTY**.

ARTICLE 8
MAINTENANCE OF RECORDS

A. **Financial Records.** **WSF** shall maintain records to support all reimbursable costs incurred in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable federal funding agencies. The records shall be open to inspection by the **COUNTY** and the federal government during normal business hours and shall be retained and made available for such inspection for a period of not less than six (6) years from the final reimbursement payment to **WSF**. Copies of such records shall be furnished to the **COUNTY** and/or the federal government upon request.

B. **Other Records.** Unless exempt from public disclosure, **WSF** shall make available for inspection and copying by the **COUNTY** or its representatives, any available current and historical records, planning documents, budget documents, and other information related to this Agreement and the provision of the **COUNTY's** POF Service on the Seattle / Vashon Island Route.

C. **Audit.** If an audit is requested by the **COUNTY** or required by any applicable Governmental Authority requirements, **WSF** agrees to cooperate fully with the **COUNTY** auditor or an independent auditor chosen and retained by the **COUNTY**. In the event that the **COUNTY** has paid **WSF** in excess of the **COUNTY's** final funding commitment under this Agreement, the excess amount will be repaid to the **COUNTY** within thirty (30) days from the date the **COUNTY** notifies **WSF** of the audit results or, upon mutual agreement by the Parties, used as an offset against other amounts owing to **WSF**. Should the audit reveal that the **COUNTY** has underpaid **WSF**, then the **COUNTY** will pay the balance due to **WSF** within thirty (30) days from the date the audit is completed.

ARTICLE 9
TERMINATION

A. **Termination For Convenience**. In addition to such other termination rights as may be set out elsewhere in this Agreement, **WSF** and the **COUNTY** agree that:

1. The **COUNTY** may, at any time, terminate this Agreement for convenience on at least sixty (60) days' prior written notice to **WSF**; and

2. **WSF** may at any time, terminate this Agreement for convenience on at least eighteen (18) months prior written notice to the **COUNTY**; provided that, **WSF** may terminate with less notice if **WSF** determines that the POF landing at the Vashon Island Terminal, through no failure of **WSF** to undertake appropriate maintenance, has become unfit for the **COUNTY's** use as authorized by this Agreement.

3. If the POF landing at the Vashon Island Terminal is materially damaged through no fault of the **COUNTY**, and **WSF** is unable to secure funds to repair the damaged POF landing, either Party may elect to immediately terminate this Agreement for convenience unless the **COUNTY** elects to fund the repairs at its sole cost in order to maintain use of the POF landing. The foregoing does not foreclose the possibility of the Parties agreeing to share in the cost of rebuilding the damaged POF landing.

4. In the event of termination for convenience by either Party, the **COUNTY** will vacate the POF landing at the Vashon Island Terminal on the termination date specified in such written notice and all amounts payable hereunder will be adjusted as of such date and the appropriate adjustment payments made between the Parties. The **COUNTY** will be entitled to reimbursement for that portion of any License Fee or additional amounts paid by the **COUNTY** that relates solely to any period after the aforesaid termination date but will remain subject to any year end adjustment process.

B. **Termination For Default.** **WSF** may terminate this Agreement if the **COUNTY** breaches or fails to comply with any of its obligations under this Agreement and fails to remedy such breach or failure within ten (10) days of receiving written notice of such breach or failure or, if such breach or failure reasonably requires more than ten (10) days to remedy, if the **COUNTY** has not commenced diligently remedying such breach or failure within ten (10) days of receipt of such notice or thereafter fails to continue to diligently and expeditiously remedy such breach or failure.

C. **Termination for Lack of Appropriations.** Upon at least thirty (30) days prior written notice to **WSF**, this Agreement shall terminate if the **COUNTY** has not appropriated sufficient funds to pay for the **COUNTY's** obligations under this Agreement for a given year. In such event, the **COUNTY** shall compensate **WSF** for all costs payable under this Agreement incurred prior to termination.

D. **Obligations on Expiration or Termination**. Upon the expiration or earlier termination of this Agreement, the **COUNTY** will cease to have any further right to use the POF landing at the Vashon Island Terminal for any purpose whatsoever; and at the **COUNTY's** cost, will remove from the POF landing all property of the **COUNTY** and of those for whom the **COUNTY** is responsible at law, and repair any damage caused by such removal.

E. **Survival of Obligations**. Upon the expiration or earlier termination of this Agreement, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of expiration or termination and all of the provisions of this Agreement relating to the obligation of either of the Parties to perform actions or to account to or to indemnify the other and pay to the other any monies owing as at the date of expiration or termination in connection with this Agreement will survive such expiration or termination.

ARTICLE 10
ENVIRONMENTAL PROVISIONS

A. **Definitions**. As used in this Article and any other part of this Agreement, the following definitions apply:

1. "**Environmental Laws**" means all Applicable Laws which impose any obligations relating to the protection, conservation or restoration of the natural environment or relating to the storage, use or manufacture of Hazardous Materials or to the release of Hazardous Materials into the environment including, without limitation: (i) Washington Hazardous Waste Management Act, as now existing or hereafter amended (RCW Ch. 70A.300); (ii) Resource Conservation and Recovery Act, as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); (iii) Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); and (iv) Washington Model Toxics Control Act, as now existing or hereafter amended (RCW Ch. 70A.305).

2. "**Force Majeure**" means any strike; lock-out; labor dispute; act of God; inability to obtain labor, utilities or services; application of Applicable Laws; enemy or hostile actions; sabotage; war; blockades; insurrections; riots; epidemics; washouts; nuclear and radiation activity or fall-out; civil disturbances; explosions; fire or other casualty; or any other cause, whether similar to or dissimilar from the foregoing, beyond the control of the Party seeking to take advantage of such Force Majeure and not avoidable by the exercise of reasonable foresight.

3. "**Governmental Authority**" means any federal, state, municipal or local government, government authority, office or official having jurisdiction, or other political subdivision of any of them, or any entity, authority, agency or court or person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of such government, government authority, office or official or other political subdivision thereof.

4. **“Hazardous Materials**” means any substance, material or thing or combination of substances, materials or things which could cause an adverse effect on, or which is dangerous or detrimental or potentially dangerous or detrimental to, any part of the natural environment, including a substance, material or thing included in or containing components included in the definition or meaning of “biomedical waste”, “contaminant”, “dangerous good”, “deleterious substance”, “hazardous product”, “nutrient”, “pollutant”, “reportable substance”, “special waste”, “waste” or “toxic substance” or any variation of any such term, in any Environmental Law or which is prohibited, controlled or regulated under any Environmental Law and, in respect of the foregoing, is found in a material or relevant concentration for the purpose of any Environmental Law.

5. “**Order**” means any oral advice or warning or any directive, decision, order, notice including a notice of litigation or proceeding, letter or other written communication, that requires the taking of any measures or actions or refraining from taking any measures or actions, issued or made by any Governmental Authority under any Environmental Law.

6. “**Release**” includes releasing, spilling, leaking, pumping, pouring, flowing, depositing, emitting, emptying, discharging, escaping, leaching, disposing and dumping as pertains to the Environmental Laws and regulations.

B. In the performance of this Agreement, the **COUNTY** agrees as follows:

1. Notwithstanding any other provision of this Agreement, the **COUNTY** will fully comply with, and will ensure that all persons who the **COUNTY** authorizes to use the POF landing at the Vashon Island Terminal comply with, all applicable Environmental Laws and will not place, store, use, manufacture or Release any Hazardous Materials under, on or over the Terminal or any adjacent lands in violation of Environmental Laws;

2. The **COUNTY** will not authorize, cause or permit a Release of Hazardous Materials into, onto, or from the POF landing at the Vashon Island Terminal, or

from any **COUNTY** vessels using the POF landing at the Vashon Island Terminal, and will take all measures that are necessary to ensure that no other persons for whom it is responsible at law authorize, cause, or permit a Release of Hazardous Materials as aforesaid;

3. If a Release of Hazardous Materials does occur as a result of any action of the **COUNTY** or any person for whom the **COUNTY** is responsible at law, the **COUNTY** will immediately report the occurrence of the Release to **WSF** and to all applicable Governmental Authorities to whom notification is required under Environmental Laws in the circumstances and will immediately clean up the Release and restore the natural environment affected by the discharge to the satisfaction of **WSF,** the U.S Coast Guard, and any other applicable Governmental Authorities;

4. If the **COUNTY** fails or refuses to promptly clean up any such Release of Hazardous Materials and to restore the natural environment affected by such a Release, **WSF** may carry out the whole or any part of the cleanup and restoration at the **COUNTY's** expense and may, at its sole discretion, terminate this Agreement forthwith by a notice in writing to the **COUNTY**;

5. The **COUNTY** will fully comply with all Orders of any applicable Governmental Authority which may be directed to the **COUNTY** and which relate to the **COUNTY's** use of the POF landing at the Vashon Island Terminal;

6. If an Order of any applicable Governmental Authority is issued to **WSF** requiring **WSF** to do anything in relation to any environmental problem caused by the **COUNTY** or for which the **COUNTY** is responsible under this Agreement or at law, the **COUNTY** will, upon receipt of written notice from **WSF**, carry out the Order at the **COUNTY's** expense;

7. If the **COUNTY** fails or refuses to promptly and fully carry out any Order of any applicable Governmental Authority with respect to any such environmental matter, **WSF** may carry out the whole or any part of the Order at the **COUNTY's** expense and may, at the sole discretion of **WSF**, terminate this Agreement forthwith by a notice in writing to the **COUNTY**;

8. Upon the expiration or earlier termination of this Agreement, the **COUNTY** will leave the POF landing at the Vashon Island Terminal clean of any Hazardous Materials introduced thereto by the **COUNTY** or any person for whom the **COUNTY** is responsible at law; and

9. If **WSF** discovers a breach by the **COUNTY** or any person for whom the **COUNTY** is responsible at law of an Environmental Law or a fact situation that could be reasonably be anticipated to result in such a breach of an Environmental Law, **WSF** will have the right to take whatever steps are reasonably required to rectify such breach, or prevent such breach from occurring, as the case may be, all at the **COUNTY's** expense.

C. The **COUNTY** will indemnify **WSF**, defend **WSF,** and hold it harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, suits, proceedings, costs, disbursements or expenses (including, without limitation, all legal fees, experts fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Indemnified Matters") which may at any time be imposed upon, incurred by or asserted or awarded against **WSF** and arising from or out of any breach of or non-compliance with this Article by the **COUNTY**, or the Release of any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by the **COUNTY** or those for whom it is responsible at law.

D. Indemnified Matters as defined above will include, without limitation, all of the following: (i) the costs of removal of any and all Hazardous Materials, (ii) additional costs required to take necessary precautions to protect against the Release of Hazardous

Materials into the air, the soil, any body of water, any other public area or any surrounding areas, (iii) costs incurred to comply with all Applicable Laws with respect to Hazardous Materials, and (iv) claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, and/or damage arising from or out of any occurrence or matter described in (i) to (iii) above.

E. **WSF** confirms and agrees that the **COUNTY** will be responsible only for any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by the **COUNTY** or those for whom the **COUNTY** is responsible at law and for any Releases of such Hazardous Materials by the **COUNTY** or those for whom the **COUNTY** is responsible at law, and that the **COUNTY** will not be responsible for any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by any other persons or for any Releases of any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by any other persons, unless such discharge is caused by the wilful act or negligence of the **COUNTY** or any person for whom the **COUNTY** is responsible at law.

F. The **COUNTY** will pay to **WSF** any amount contemplated pursuant to this Article within thirty (30) days of receipt from **WSF** of a written demand for such amount.

ARTICLE 11
GENERAL PROVISIONS

A. **Damage**. In the event of material damage to any buildings, docks, gangways or other improvements comprising part of the POF landing at the Vashon Island Terminal, **WSF** may either: (i) terminate this Agreement for convenience as provided for in this Agreement; or (ii) repair or rebuild such buildings, docks, gangways and other improvements subject to availability of funding. However, if such damage is caused by the **COUNTY**, then the **COUNTY** shall either: (i) repair or rebuild such facilities at its own cost, subject to advance review and approval by **WSF** (e.g., scope and timing of such work, materials, etc.); or (ii) pay **WSF** the full amount of such damage if **WSF** elects not to repair or rebuild such facilities.

In the event the **COUNTY** is unable to use the POF landing at the Vashon Island Terminal at all or to the extent contemplated in the relevant Sailing Schedule due to damage not caused by the **COUNTY**, then the **COUNTY** shall be released of the obligation to make any payment for the use of the Terminal until use can be restored and the application of any pre-payments shall be suspended until use can be restored. In addition, the **COUNTY** will not be entitled to any claim of any sort whatsoever against **WSF** in respect thereof and **WSF** will not be liable to the **COUNTY** in any way in respect thereof.

B. **Late Payments**. If either Party does not pay to the other any amount which it is required to pay under this Agreement within thirty (30) calendar days of the due date under this Agreement, such amount will thereafter bear interest at a rate equal to one percent (1%) per annum, calculated and compounded monthly on the first day of each month until paid.

C. **No Tacit Renewal or Extension**. Subject to the Holding Over provisions in Article 3.C, the **COUNTY** will not be entitled to use the POF landing at the Vashon Island Terminal after the end of the Term without the execution and delivery by both Parties of an Amendment extending the Term or a replacement agreement.

D. **Federal Contract Provisions.** This Agreement and all amendments or supplements shall comply with federal funding requirements, if applicable. The Parties acknowledge certain ongoing litigation, including but not limited to, <u>Martin Luther King, Jr. Cty. v. Turner</u>, No. 2:25-CV-814 (W.D. Wash.), <u>City & Cty. of San Francisco v. Trump</u>, No. 3:25-CV-01350 (N.D. Cal.), and <u>California v. Duffy</u>, No. 1:25-CV-00208 (D.R.I.), which litigation does not relate to this Agreement or the Vashon Island Terminal but could potentially affect existing or future federal funding requirements.

E. **Designated Representatives.** Each Party's designated representatives are named in Exhibit C. The contact information may be revised or updated at any time by notice to the other Party.

F. **Time**. Time will be of the essence herein.

G. **Waiver**. No condoning, excusing or overlooking by either Party of any default, breach or non-observance by the other of any covenant, proviso or condition herein contained will operate as a waiver of the non-defaulting Party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the non-defaulting Party herein in respect of any such continuing or subsequent default, breach or non-observance. No waiver will be inferred from or implied by anything done or omitted by the non-defaulting Party save only an expressed waiver in writing.

H. **Remedies Cumulative**. All rights and remedies of either Party contained in this Agreement will be cumulative and not alternative.

I. **Notices**. Any notice, demand, request or other instrument (each hereinafter called a "Notice") which may be or is required to be given under this Agreement, will be delivered in person, transmitted by facsimile or e-mail, or sent by certified mail, return receipt requested, postage prepaid. Any such notice shall be addressed to the Parties' respective designated project management representatives listed in Exhibit C.

Any such Notice will be conclusively deemed to have been given or made on the day upon which such Notice is delivered if by personal delivery, or if transmitted by facsimile or e-mail on the day following transmission, or if mailed then on the fifth business day following the date of the mailing unless there is between the day of mailing and actual receipt a slow down of postal service or other labor dispute which adversely affects mail service, in which case the Party giving the Notice will deliver personally such Notice and the time of giving such Notice will be the time of actual receipt. Either

Party may at any time give Notice in writing to the other of any change of address of the Party giving such Notice (or of any other person to receive a notice) and from and after the giving of such Notice, the address therein specified will be deemed to be the address of such Party or person for the giving of Notices hereunder.

J. **Dispute Resolution**. If a dispute arises between the Parties in connection with this Agreement, the Parties agree to use the following procedure as a condition precedent to either Party pursuing other available remedies:

1. Either Party may notify the other by written notice of the existence of a dispute and a desire to resolve the dispute.

2. A meeting will be held promptly between the Parties, attended by appropriate personnel and by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

3. In the event the Parties are unable to timely resolve the dispute utilizing the process set forth in paragraphs 1 and 2 above, the Parties shall submit the matter to a non-binding mediation as set forth herein. The mediation shall be conducted by a mediator agreed upon by the Parties from Judicial Dispute Resolution (JDR) unless the Parties agree to use a mediator from a different organization. The Parties agree to split equally the fee for the services of JDR and/or the selected mediator. If the mediation does not result in voluntary resolution of the dispute, the Parties will request that the mediator issue a non-binding memorandum of opinion or similar report regarding the mediator's recommended resolution of the dispute.

4. If, within fourteen (14) days after the issuance of such memorandum of opinion or such further period as is agreeable to the Parties (the "Negotiation Period"), the Parties have not succeeded in negotiating a resolution of the dispute, they agree that the dispute will be settled by a single arbitrator in accordance with the

Ch. 7.04A RCW rules, or alternate agreed upon rules, as amended, supplemented or replaced from time to time. The arbitrator is to be instructed to take all reasonable measures to ensure that the dispute is arbitrated and settled in as expeditious a manner as possible.

5. The costs of arbitration will be awarded by the arbitrator in the arbitrator's absolute discretion.

6. Unless otherwise expressly agreed to by the Parties in writing, the Parties shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

K. **Successors**. All rights and liabilities herein given to or imposed upon the respective Parties hereto will extend to and bind the successors, permitted assigns and legal representatives of the Parties.

L. **Business Day**. Where the time limited to perform anything or to pay any amount herein falls on a Saturday, Sunday, or legal holiday for the state of Washington or King County, the time so limited will extend to and the thing may be done or the amount will be paid on the next day which is not a Saturday, Sunday, or statutory holiday.

M. **No Assignment**. The **COUNTY** will not be entitled to assign or sublicense its rights under this Agreement unless it will have first requested and obtained **WSF's** consent thereto in writing, which consent shall be in **WSF's** sole discretion.

N. **No Partnership or Joint Venture**. Nothing herein contained will be construed or deemed to constitute or create a partnership or joint venture of or between the Parties or to render one of them liable for the debts and obligations of the other. In performing work and services hereunder, the **COUNTY** and its employees, agents, and representatives shall be acting as agents of the **COUNTY** and shall not be deemed or construed to be employees or agents of **WSF** in any manner whatsoever. No employee of either Party shall hold themself out as or claim to be an officer or employee of the other Party by reason of this Agreement, and shall not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of, the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents and representatives, including consultants, and shall hold the other Party harmless therefrom.

O. **Reasonableness**. Whenever any action of either Party requires the approval or consent of the other Party under this Agreement, or whenever either Party under this Agreement is entitled to exercise any discretion under this Agreement, the Party whose approval or consent is required or who is entitled to exercise any discretion agrees that it will act promptly and reasonably in deciding whether or not to grant such approval or consent and in exercising any discretion.

P. **Severability**. If any provision of this Agreement or any part thereof is determined to be invalid for any reason it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement.

Q. **Governing Law / Exclusive Jurisdiction**. Any and all claims relating to this Agreement shall be construed and governed by the substantive and procedural laws of the state of Washington, without giving effect to its conflicts of law rules or choice of law provisions. Subject to the dispute resolution processes set forth in this Agreement, all claims and disputes arising out of or in any way connected with this Agreement shall be brought in the Superior Court of King County, Washington. The Parties hereby agree to the exclusive personal jurisdiction of such court.

R. **Counterparts**. This Agreement may be executed in any number of counterparts, with the same effect as if the Parties had signed the same document; and will become effective when one or more counterparts have been signed by both Parties and delivered to the other Party. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first written above.

S. **Execution**. This Agreement may be executed by the Parties and transmitted by facsimile, e-mail, or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

T. **Entire Agreement**. This Agreement, including all references and Exhibits, sets forth all of the covenants, promises, conditions, agreements, and understandings between **WSF** and the **COUNTY** with respect to the **COUNTY's** use of the POF landing at the Vashon Island Terminal, except as may be supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No subsequent amendment of this Agreement will be binding upon **WSF** or the **COUNTY** unless reduced to writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the last date signed below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION

By: ___________________________________
John Vezina
Assistant Secretary
Washington State Ferries

Date: ___________________________________

Approved as to form for WSDOT Ferries Division:

By: ___________________________________
Lauren Jaech
Assistant Attorney General

Date: ___________________________________

KING COUNTY

By: ________________________________
Michelle Allison
General Manger, Metro Transit Department

Date: ________________________________

Approved as to form for King County:

By: Kristin A. Relyea
Kristin A. Relyea
Senior Deputy Prosecuting Attorney

Date: March 17, 2026

EXHIBIT A

DIAGRAM AND PHOTO OF
VASHON ISLAND TERMINAL

(Attached)

EXHIBIT B

KING COUNTY'S
PASSENGER - ONLY FERRY SAILING SCHEDULE

Proposed POF Sailing Schedule, with the additional temporary sailings highlighted.

Monday Through Friday

Departs Pier 50	Departs Vashon
5:30 AM	6:10 AM
6:38 AM	7:10 AM
7:40 AM	8:15 AM
8:50 AM	9:25 AM
11:25 AM	12:00 PM
12:45 PM	1:30 PM
3:00 PM	3:45 PM
4:30 PM	4:58 PM
5:30 PM	5:58 PM
6:30 PM	6:58 PM
7:30 PM*	7:58 PM*

*Friday only

Saturday Through Sunday

Departs Pier 50	Departs Vashon
9:55 AM	10:35 AM
11:15 AM	12:00 PM
12:45 PM	1:30 PM
2:45 PM	3:20 PM
3:55 PM	4:30 PM
5:10 PM	5:50 PM
6:30 PM	7:05 PM

EXHIBIT C

PARTIES' REPRESENTATIVES

For Agreement administration, the Parties' representatives and addresses shall be as provided below. If any of the below information changes, **WSF** will send an updated Exhibit to the **COUNTY**.

WASHINGTON STATE FERRIES

Project Management	**Invoicing**
Attn.: Dirk van der Raadt Director, Marine Operations Washington State Ferries 2901 Third Ave. Suite 500 Seattle, WA 98121-3014 Telephone: 425. 395. 0623 Email: mailto:dirk.vanderraadt@wsdot.wa.gov	Attn.: Carla Adams-Goldman Expenditure Accountant Washington State Ferries 2901 Third Ave. Suite 500 Seattle, WA 98121-3014 Telephone: 206. 515. 3955 Email: goldmac@wsdot.wa.gov

(go to next page)

KING COUNTY

Project Management | **Invoicing**

Project Management	Invoicing
Attn.: Terry Federer Marine Division Director King County Marine Division 201 S. Jackson Street Seattle, WA 98104-3856 Post Stop: KSC-TR-0420 Telephone: 206.310.0834 Email: tfederer@kingcounty.gov	Attn.: Kathleen Royal Strategic Development Analyst King County Marine Division 201 S. Jackson Street Seattle, WA 98104-3856 Post Stop: KSC-TR-0420 Telephone: 206.477.3969 Email: Kathleen.royal@kingcounty.gov

Operations

Attn.: Terry Federer Marine Division Director King County Marine Division 201 S. Jackson Street Seattle, WA 98104-3856 Post Stop: KSC-TR-0420 Telephone: 206.310.0834 Email: tfederer@kingcounty.gov

NOTE: The Parties may periodically update this Exhibit to reflect the Parties' updated / current contact information. Each updated Exhibit shall be attached to the Agreement and shall replace / supersede the prior Exhibit, without a formal Agreement amendment unless so desired by the Parties.

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	9	**Analyst(s):**	Mary Bourguignon
Proposed No.:	2026-0134	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Ordinance 2026-0134 would authorize the Executive to enter into a license agreement with the Washington State Department of Transportation (WSDOT), Ferries Division (aka Washington State Ferries) for continued use of the Vashon Island Ferry Terminal for King County's water taxi service.

LEGISLATION SUMMARY

In 2009, the former King County Ferry District[1] began operating the Seattle–Vashon water taxi route and, in 2011, entered into a license agreement[2] with Washington State Ferries (WSF) governing the use of its Vashon and Seattle Passenger-Only Ferry (POF) facilities. The initial term of that agreement expired on June 30, 2019, and provided for two successive, five-year options to extend the initial term.

Proposed Ordinance 2026-0134 would authorize a new, 10-year license agreement with WSF for use of the POF landing at the Vashon Island Terminal for the King County Metro Marine Division's POF service, also known as the King County Water Taxi.

The proposed annual license fee would be $12,050, adjusted each year by the Consumer Price Index. The proposed rate is based on an average moorage of a 104-foot vessel, discounted 25% for the public benefit of POF service. Lease costs would be covered by Marine Division revenues, including water taxi fares.[3]

KEY ISSUES FROM THE ANALYSIS

No issues identified.

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[1] In 2007, King County established the King County Ferry District (KCFD) as an independent government under State law to provide passenger-only ferry service (Ordinance 15739). In 2014, KCFD was assumed into King County, becoming the Marine Division (Ordinance 17935), first as part of the King County Department of Transportation and then as part of the Metro Transit Department (Ordinance 18777).

[2] Resolution FD2011-04 (link)

[3] Water taxi fares are set at K.C.C. 4A.700.820.

BACKGROUND & TIMING CONSIDERATIONS

↑ BACK TO TOP

Passenger-only ferry service in King County. In 2007, King County established the King County Ferry District (KCFD)[4] as an independent government under State law to provide passenger-only ferry (POF) service. KCFD operated POF water taxi service on two routes: (1) between Downtown Seattle and West Seattle, and (2) between Downtown Seattle and Vashon Island.

In 2014, King County assumed KCFD's rights and obligations, at which point KCFD became the Marine Division of the King County Department of Transportation, and then, in 2019, the Marine Division of the newly created Metro Transit Department.[5,6]

License agreement. In 2011, KCFD entered into a license agreement[7] with WSF governing the use of WSF's Vashon[8] and Downtown Seattle POF facilities.

- For the Downtown facility, KCFD and then King County constructed the County-owned Downtown Seattle Pier 50 POF Terminal as part of WSF's Seattle Multimodal Terminal project.[9] In 2019, King County began operating both water taxi routes from the new Downtown Seattle terminal.

- For the Vashon facility, KCFD's previous license agreement with WSF authorized it to use the Vashon POF Terminal from August 2011 until June 30, 2019. The parties did not execute a written agreement extending the term, but King County has continued to use the Vashon POF Terminal. Proposed Ordinance 2026-0134 would formalize the continued use of the Vashon POF Terminal by authorizing the Executive to enter into a new license agreement.

ANALYSIS

↑ BACK TO TOP

Proposed Ordinance 2026-0134 would authorize the Executive to enter into a 10-year license agreement with WSF, with two five-year extensions, for the use of the POF landing at the Vashon Island Terminal located at 10800 North Vashon Highway. The base rent under the proposed lease would be $12,050, with an annual adjustment tied to the U.S.

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[4] Ordinance 15739
[5] Ordinances 17935, 18777
[6] King County's passenger-only ferry service is funded through fares and a dedicated property tax, which is currently set at a rate of $0.00808 per $1,000 of assessed value. See King County Assessor, 2026 Codes and Levies, King County Taxing Districts (link)
[7] Resolution FD2011-04 (link)
[8] WSF owns and operates the Vashon Island Ferry Terminal, including the POF landing.
[9] Resolutions FD2014-11, FD2014-12, FD2014-13

Consumer Price Index.[10] Table 1 summarizes the key conditions of the proposed license agreement.

Table 1. Vashon Island Ferry Terminal License Agreement, Summary of Key Conditions

Lease Section	Description
Article 1 **Purpose and Scope**	License agreement establishes terms for County's use of the POF landing at the Vashon Island Terminal for service between Pier 50 and Vashon Island
Article 2 **Use of POF Landing at Vashon Island Ferry Terminal**	King County to have access and use rights to: • West side of POF landing at Vashon Island Terminal (exclusive right) • East side of the same landing (non-exclusive right) • Common areas, including the Vashon Island Terminal building, waiting areas, ticketing facilities, ADA parking, transit facilities, bicycle parking, and all public access areas.
Article 3 **Term**	• The agreement becomes effective on date of final execution • Term is for 10 years • May be extended via two extensions of five years each • If the agreement is not extended, ongoing use to be governed by agreement terms

Article 4
Payment[11]
	• County to pay fair market rent, discounted for public benefit, calculated as:
	  • 2025 annual average moorage rate for a 104' vessel at the three Kitsap County marinas (Port Orchard, Bremerton, and Kingston) to be used as base rate ($16,066/year)
	  • 25% discount to be applied for public benefit (results in $4,016.50/year)
	  • Rent to be adjusted each year, beginning October 1, 2026, based on Consumer Price Index
	• County to reimburse WSF for any funds expended to enable or improve the County's use of the terminal

Article 5 **Indemnity**	• Hold harmless clauses for WSDOT/WSF and County indemnity
Article 6 **Insurance**	• County to keep its activities, vessels, and equipment insured or self-insured • Insurance policies to name WSDOT/WSF as additional insureds

[10] Consumer Price Index for the U.S. City Average for All Urban Consumers as published by the U.S. Bureau of Labor Statistics.
[11] The lease cost for the Vashon Terminal in the 2011 agreement with WSF was $11,400 per year.

Lease Section	Description
Article 7 **Labor Relations**	• County to comply with conditions for POF service for public entities that utilize WSF facilities
Article 8 **Maintenance of Records**	• WSF to maintain records to support reimbursable costs
Article 9 **Termination**	• County may terminate the lease with 60 days' notice • WSF may terminate the lease with 18 months' notice
Article 10 **Environmental Protections**	• County to comply with all applicable Environmental Laws
Article 11 **General Provisions**	In event of damage to facilities at Vashon Island Terminal: • WSF may terminate agreement or repair facility subject to availability of funding • If County causes damage, County shall repair or rebuild facilities at its own cost or pay WSF full amount of damage if WSF elects not to repair or rebuild damaged facility

Fiscal Impact. Lease costs would be covered by existing Marine Division revenue, including revenue from water taxi fares.[12]

No legal or policy issues have been identified with the proposed license agreement.

ATTACHMENTS

1. Proposed Ordinance 2026-0134 (and its attachment)
2. Transmittal Letter
3. Fiscal Note
4. Property Summary

[12] Water taxi fares are set at K.C.C. 4A.700.820

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Ordinance

Proposed No. 2026-0217.1 **Sponsors** Dembowski

AN ORDINANCE relating to the temporary release of a restrictive covenant over the property commonly known as 12531 28th Avenue NE, Lake City, to support the construction and future operation of a community center and affordable housing within the city of Seattle.

STATEMENT OF FACTS:

1. In 1944, trustees for the Lake City Lions Club conveyed to King County by statutory warranty deed APN 383450-0635 "for park purposes."

2. The King County park and recreation board, predecessor to the King County department of natural resources and parks, considered the area for a County park, but deemed it too small for development.

3. After King County declined to establish a park, the successors in interest to the grantors of the original deed quitclaimed the reversionary interest in the property to King County.

4. King County subsequently conveyed the parcel to the Lions Club, conditioned on the Lions Club using the property "as a site for a youth center building to provide recreational guidance to the young people in the Lake City community, and for no other purpose." King County's deed conveying the property to the Lions Club memorialized this restriction,

providing, in pertinent part, that the property "be used solely for park and recreational purposes."

5. In 1964, the Lions Club conveyed the property via quitclaim deed to the city of Seattle, which included the park and recreational use restriction imposed by King County.

6. Seattle Parks operated a community center on the property until 2023, when a fire led to the building's closure.

7. The Seattle Office of Housing, in partnership with Seattle Parks, desires to colocate a new community center with affordable housing where the former community center was located. The housing would have an average affordability of approximately forty-nine percent of the area's median income.

8. In conjunction with the development, the city of Seattle intends to complete a boundary line adjustment of APN 383450-0635, which would create a "parcel Y" and a "parcel Z." Parcel Y would be comprised of open space land, while parcel Z would be the location of the mixed-use affordable housing development.

9. Because the entirety of APN 383450-0635 is restricted to park and recreational uses only, King County must temporarily relinquish its interest in the deed restriction to allow for the city's proposed redevelopment.

10. Upon Seattle's completion of the boundary line adjustment of APN 383450-0635, the parties will rerecord the deed restrictions on parcel Y substantially in the form as Attachment B to this ordinance.

11. Parcel Z will continue to fulfil the original intent of the deed restriction through the operation of the community center on the property.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The executive is authorized to execute a temporary release of the restrictive covenant over the property located at 12531 28th Avenue NE, Lake City, substantially in the form of Attachment A to this ordinance, to execute a new restrictive covenant over parcel Y substantially in the form of Attachment B to this ordinance, and to take all actions necessary to execute and implement the temporary release and reinstatement of the restrictive covenant.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

APPROVED this _____ day of _______________, ______.

____

Girmay Zahilay, County Executive

Attachments: A. Release of KC Restrictive Covenant, B. Reinstatement of KC Covenant

AFTER RECORDING, MAIL TO:

City of Seattle
Seattle City Attorney's Office
Civil Division
701 Fifth Avenue, Suite 2050
Seattle, Washington 98104-7095
Attn.: Charles Gussow/Rebecca Gobeille

RELEASE OF RESTRICTIVE COVENANT

Beneficiary:	KING COUNTY
Owner:	CITY OF SEATTLE
Abbreviated Legal Description:	PTN LOT 3 & 7, ALL LOTS 4-6, PTN LOTS 13-14 & ALL LOTS 15-17, BLOCK 7, KENWOOD DIV. 2, VOL. 21, P. 28, KING COUNTY
Full Legal Description:	See Exhibit A, attached hereto and made a part hereof
Assessor's Account Number:	383450-0635-08
Related Documents:	King County Recording no. 4396154

KING COUNTY, a home rule charter county and political subdivision of the State of Washington (the "County") is the beneficiary of certain restrictions contained in a Deed recorded November 12, 1953, Instrument No. 4396154 in the records of King County, Washington (the "Restrictions"). The Property burdened by the Restrictions (the "Property") is located at 12531 28th Avenue NE, Seattle, Washington, and further described on Exhibit A, attached hereto and made a part hereof is owned by the City of Seattle, a first-class charter city of the State of Washington ("City"). County and City are referred to herein collectively as the "Parties." The City intends to redevelop a portion of the Property to replace a community center building with a multi-use facility that includes both a community center and residential housing (the "Redevelopment").

The County does hereby release the property the Property from the Restrictions; provided, the Parties reinstate the Restrictions at a later date; such Restrictions to apply only to the portion of the Property outside the boundaries of the Redevelopment and to allow the use of the facility in the Redevelopment for both community center and housing purposes. This Release of Restrictive Covenant shall be null and void and of no further effect if the City does not record a new restrictive covenant on the Property consistent with the terms of this Release by December 31, 2035.

[Signature on following page]

DATED this ____ day of _________, 2026.

KING COUNTY

By: ______________________________

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this_______ day of __________________, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ________________________, to me known (or proved by satisfactory evidence) to be the ______________________ of _______________ of **KING COUNTY**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said political subdivision, for the purposes therein mentioned, and on oath stated that s/he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

____
NOTARY PUBLIC in and for the State of
Washington residing at ______________________
My commission expires: ____________________
PRINT NAME: ____________________________

Use this space for Notary Seal/Stamp

EXHIBIT A
(Legal Description)

THE SOUTH 30 FEET OF LOT 3 AND ALL OF LOTS 4 AND 5; THE WEST HALF OF LOT 13 AND ALL OF LOTS 14, 15, AND 16, BLOCK 7, KENWOOD DIVISION TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 28, IN KING COUNTY, WASHINGTON;

383450-0635-08
12531 28th Avenue NE
Seattle, Washington 98125

AFTER RECORDING, MAIL TO:

City of Seattle
Seattle City Attorney's Office
Civil Division
701 Fifth Avenue, Suite 2050
Seattle, Washington 98104-7095
Attn.: Charles Gussow

Reinstatement of Restrictive Covenant

Grantor:	City of Seattle, a first-class city and political subdivision of the State of Washington
Grantee:	King County, a home rule charter county and political subdivision of the State of Washington
Abbreviated Legal Description:	PTN LOT 3 & 7, ALL LOTS 4-6, PTN LOTS 13-14 & ALL LOTS 15-17, BLOCK 7, KENWOOD DIV. 2, VOL. 21, P. 28, KING COUNTY
Full Legal Description:	See Exhibit A, attached hereto and made a part hereof
Assessor's Parcel No.:	343450-0635-08
Related Documents:	King County Recording Nos. 4396154 and [*Insert covenant release recording number here*]

Declaration of Restrictive Covenant

City of Seattle, a first-class city and political subdivision of the State of Washington, is the owner of real property located in King County, State of Washington, more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

King County, a home rule charter county and political subdivision of the State of Washington (the "County") is the beneficiary of certain restrictions burdening the Property described in that certain deed recorded November 12, 1953, Instrument No. 4396154, in the records of King County, Washington (the "Restrictions"). King County released the Restrictions by a Release of Restrictive Covenant recorded under Recording Number _______________________.

The purpose of this instrument is to reinstate the Restrictions over the Property.

Therefore, the Property is hereby subject to the following Restrictive Covenant:

The Property shall be used solely for park and recreation purposes.

In witness whereof has set its hand and seal this ____ day of ___________________, 2026.

The City of Seattle
a first-class city and political subdivision of the State of Washington

By: ______________________________

Title: _____________________________

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ________________ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the Superintendent of Seattle Parks and Recreation of The City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____________________

____

____
Printed name

Notary Public in and for the
State of Washington
Residing at __________________

My appointment expires _______

Exhibit A

Legal Description

Real property in the County of King, State of Washington, described as follows:

Parcel Y of Seattle Lot Boundary Adjustment No. __________, recording No. ______________________________

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0098.1 **Sponsors** Balducci

A MOTION acknowledging the receipt of the East Link Connections transit gap service analysis report in compliance with the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P14.

WHEREAS, the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P14, states that $100,000 of the moneys appropriated to transit from the public transportation operating fund shall not be expended or encumbered until the transit department transmits an East Link Connections transit gap service analysis report together with a motion acknowledging receipt of the report, and

WHEREAS, the East Link Connections transit gap service analysis report is required to include:

1. A summary of potential changes to routes 226 or 240 that could restore services to Richards Road, such as infrastructure investments, routing changes, speed and reliability improvements, bus stop consolidation, and changed route terminus locations; and

2. A description of flexible service pilots that could be implemented or expanded in the Woodridge, Bel-Red, and Crossroads neighborhoods in Bellevue to provide connections to frequent transit service;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The council hereby acknowledges receipt of the East Link Connections transit gap service analysis report, Attachment A to this motion, as required by Ordinance 20023, Section 116, Proviso P14.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. East Link Connections Transit Gap Service Analysis Report, April 2026

East Link Connections Transit Gap Service Analysis Report

April 22, 2026

King County

Contents

Figures

Tables

I. Proviso Text

Ordinance 20023, Section 116, Proviso P14[1]

P14 PROVIDED FURTHER THAT:

Of this appropriation, $100,000 shall not be expended or encumbered until the executive transmits an East Link Connections transit gap service analysis report and a motion acknowledging receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance number, ordinance section and proviso number in both the title and body of the motion.

The East Link Connections transit gap service analysis report shall use the extensive analysis and community outreach information collected by the Metro transit department as part of its East Link Connections Mobility Project, as well as additional information as needed, to identify potential solutions to the transit service gaps in the Woodridge, Bel-Red, and Crossroads neighborhoods of Bellevue that were created by the East Link Connections Mobility Project approved by Ordinance 19899, specifically by the changes that were made to routes 226 and 240 and by the elimination of route 246, by including:

A. A summary of potential changes to routes 226 or 240 that could restore services to Richards Road, such as infrastructure investments, routing changes, speed and reliability improvements, bus stop consolidation, and changed route terminus locations; and

B. A description of flexible service pilots that could be implemented or expanded in the Woodridge, Bel-Red, and Crossroads neighborhoods in Bellevue to provide connections to frequent transit service.

The executive should electronically file the report and motion required by this proviso no later than February 19, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy, and environment committee or its successor.

II. Executive Summary

In response to the Proviso in Ordinance 20023, Section 116, Transit, P14, this report summarizes transit service gaps resulting from implementation of the East Link Connections Mobility Project (ELC) as approved by Ordinance 19899, specifically in the Bellevue neighborhoods of Bel-Red, Crossroads and Woodridge from changes in routes 226 and 240, and deletion of Route 246. This report identifies potential solutions and associated trade-offs for filling gaps in these neighborhoods, including an alternative pathway through Woodridge to restore service on Richards Road, which would remove the pathway serving South Bellevue Station between Eastgate Park-and-Ride and East Main Station, and potential Metro Flex on-demand pilot service options.

Potential changes to Route 240 to restore transit service to Richards Road
To restore transit service to Richards Road, Route 240 could revert to its pathway prior to the August 30, 2025, changes. The prior pathway leaves Eastgate Park-and-Ride via 139th Avenue Southeast to Southeast 26th Street to Richards Road and continues to downtown Bellevue via Lake Hills Connector, Southeast 8th Street and 112th Avenue Southeast. This would allow all of Richards Road and adjacent areas to be within a quarter mile of a bus stop. Figure 1 on page nine shows the current Route 240 and a revised Route 240 with potential changes described above.

In Woodridge and adjacent areas near Eastgate Park-and-Ride, 12 stops lost service due to Route 240 pathway changes to connect to South Bellevue Station. In fall 2024, these stops had an average weekday daily total of 65 boardings at a time when this area was already connected to the East Main Station. If this alternative pathway for Route 240 to serve Richards Road is implemented, service at the 12 stops would be restored. However, since August 30, 2025, Route 240 has been serving South Bellevue Station, with an average weekday daily total of 80 boardings, with more boardings expected after light rail connects to Seattle in March 2026. This demonstrates higher demand at the current Link station stops than the previous demand at stops that lost coverage.

The Route 240 potential change to serve Richards Road would increase transit travel times between key destinations and connections. Overall, the current Route 240 provides faster service to the nearest light rail station. Travel time to Bellevue Transit Center is similar with Route 240 via Richards Road, often a few minutes faster than the current Route 240.

Potential Metro Flex pilots connecting to frequent transit connections in Bel-Red, Crossroads and Woodridge
Metro Flex is an app-enabled, on-demand mobility service where customers can book a ride from one place to another within a defined service area. Metro Flex functions as a way to strategically fill gaps in the fixed-route network and connect customers to transit hubs. To use funding efficiently, Metro used its learnings from implementing previous service areas and created standards for Metro Flex, including a maximum cost per ride and minimum number of rides per hour by a vehicle. A description of these standards is available in Metro's System Evaluation.[2]

To achieve the ridership needed to meet these standards and encourage productivity and efficiency, the following best practices based on Metro's learnings are applied in designing Metro Flex Service areas:

1. Ensure desirable destinations are relatively close together mixed with residential density to allow shorter journeys, increasing the number of trips that can be delivered, including more shared trips.
2. Include frequent transit hubs to drive ridership because they are an attractive destination that provides broader access beyond the Metro Flex service area to jobs, attractions, and community resources.
3. Center key destinations, like frequent transit hubs, in the service area to increase efficiency by minimizing trip distances and maximizing the number of people able to reach destinations using Metro Flex.
4. Assess service area size. Large service areas decrease efficiency because trips are longer, occupying vehicles and reducing their availability to other customers.
5. Analyze street network characteristics as to how they impact efficiency because some types of streets, such as residential areas with cul-de-sacs or freeway interchanges, create bottlenecks slowing travel time, while free flowing street grids can make it easier to serve an area.

Figure 4 on page 18 shows a map of East Link Connections-related transit service gaps in the Bel-Red, Crossroads, and Northeast neighborhoods of Bellevue. It also shows how potential extensions of the existing grant-funded, pilot Overlake Metro Flex area could provide connections to frequent transit.

Based on the best practice principles summarized above expansions of the grant-funded, pilot Overlake Metro Flex zone shown in Figure 4 could reduce efficiency due to longer trip times. Longer trip times may result because the added destinations are separated from population, few new residents are covered by the expansions, and the service area is larger. This may result in vehicles carrying fewer riders per hour at a higher cost per ride with longer wait times. This outcome is not aligned with Metro's Strategic Plan goals to be responsible stewards of public funds and deliver quality service. For these reasons, Metro would not recommend these Metro Flex expansions. An additional vehicle would be needed to cover these expansions at an estimated cost of 4,160 vehicle hours and $310,300 per year, increasing year-over-year for inflation and other operational factors. Metro's adopted budget does not include funding for this service.

Figure 5 on page 20 shows a map of East Link Connections-related transit service gaps in the Woodridge neighborhood of Bellevue. It also shows how a potential pilot Metro Flex area could provide connections between Woodridge and frequent transit at Eastgate Park and Ride.

Based on the best practice design principles summarized above, Metro would not recommend Metro Flex in Woodridge because a pilot in this neighborhood is likely to have low-ridership and high cost. The Woodridge area is largely residential and isolated from transit hubs and other destinations with limited road network connectivity. This environment can lead to increased travel time and vehicles in use longer while unable to pick up other passengers. This reduced vehicle availability results in longer wait times for customers. Woodridge is not near the high density of destinations needed to encourage ridership. Operating a Metro Flex pilot in the Woodridge neighborhood would require a minimum of two vehicles at an estimated cost of 8,700 vehicle hours and $648,800 per year, increasing year-over-year for inflation and other operational factors. Metro's adopted budget does not include funding for this service.

III. Background

Department Overview: King County Metro is the Puget Sound region's largest public transportation agency. Metro provides bus, paratransit, Vanpool, and water taxi services, and operates Seattle Streetcar, Sound Transit Link light rail, and Sound Transit Express bus service. Metro is committed to providing safe, equitable, and sustainable mobility, and prioritizing service where needs are greatest.

Key Historical Context: This report is related to Metro's East Link Connections Mobility Project, which was adopted by the King County Council via Ordinance 19899 on March 7, 2025.[3]

The East Link Connections project is a large-scale transit restructure to align bus service with the new 2 Line, restore bus service suspended during the pandemic period, and update the transit network to reflect changing travel and land use patterns on the Eastside. The project area encompasses 21 jurisdictions and hundreds of thousands of people. To understand and balance the priorities of residents in the broad and diverse project area Metro conducted an extensive public engagement process involving thousands of public comments, virtual open houses, a resident advisory board, a board of jurisdictions, businesses, and community organizations, partnerships with community organizations, advertising, and other strategies. Community priorities heard during engagement informed the decisions made as part of this project which often involve trade-offs, such as removing transit coverage in low-ridership areas to add frequency or increase span of service in high-ridership areas. Metro recognizes the challenges these trade-offs present to riders and endeavors to create the least number of negative impacts. The trade-offs also resulted in benefits such as increased frequency along key corridors, more service at night and on weekends, new and improved connections with key destinations, and connections to Link light rail.

Implementation of this updated transit network began on March 29, 2025, and continued in June of that year. A significant amount of service was added on August 30, 2025, and major changes took place to continue implementing the new transit network. Additional phases of implementation are planned in 2026 and 2027 to complete the changes and levels of service shown in Ordinance 19899. During and after this implementation period Metro will be monitoring performance and listening to community feedback about the changes to the network.

Key Current Conditions: Since August 30, 2025, Metro has received many comments from residents in areas with transit network changes, particularly the Woodridge and Northeast neighborhoods of Bellevue. These comments are focused on the closure of bus stops in these neighborhoods and reduced access to service. Metro service planning and community engagement staff have directly reached out to a number of these residents to help them understand changes and flexible service alternatives for mobility that may exist, such as Access paratransit service, the Hyde Shuttle (a shuttle for seniors and those with disabilities), and Vanpool.

By August 2027, the King County Executive will submit a letter to the Council summarizing Metro's review of performance of the East Link Connections network changes to date. Due to the large amount of service investments and phased Link station openings, 2027 will be the first year during which full implementation is complete. This summary evaluation will consider how the full set of changes are performing with all 2 Line stations operating.

Report Methodology: This report was created by Metro's Service Development section in the Mobility Division. It includes input and analysis from service planners and schedulers, as well as Metro community engagement staff. It is informed by the previous body of work and public engagement to develop and implement the East Link Connections Mobility Project. The report significantly leverages work associated with the East Link Connections Mobility Project revised transit network.[4] It also includes recent public comments received, ridership data to the stop level, scheduling information, operating costs and hours, and demographics. Data from the City of Bellevue Open Data Portal was used to define the neighborhoods requested for analysis by this proviso.[5]

Over time, flexible service pilots at Metro have taken many forms and iterated on technology and operations approaches. These pilots have included both services driven by professional drivers and vans operated by volunteers performing trips requested by riders, and have been open to a range of riders, including the general public, people with disabilities, seniors, and customers associated with supportive community organizations. For the purposes of this report the focus will be on describing and assessing flexible service options using the current public, professionally-operated, on-demand, pilot Metro Flex services. This is the flexible service profile most consistent with the needs of customers who provided comments about these changes. There are other flexible services that could potentially support mobility in these neighborhoods, including meeting the needs of those who have expressed concern about the loss of service in their neighborhoods. These services include Access, Hyde Shuttle, and Vanpool.

The King County Metro Mobility Framework directs the agency to provide additional transit service in areas with unmet need, prioritizing areas with a high density of priority populations among other criteria.[6] Using this direction, the description of alternative service scenarios in this report includes impacts on priority populations, defined by the Mobility Framework as Black, Indigenous, and other people of color, low-income people, people with disabilities, refugees, immigrants, and diverse language speakers.

This report presents potential changes to address transit service gaps and the benefits and impacts. This work will also be included in a broader post-implementation assessment Metro undertakes following large restructures. It includes monitoring and assessing the performance of the network changes across all neighborhoods and routes in the project area, listening to feedback from the community, and over time, and with additional public engagement considering changes as needed.

IV. Report Requirements

A. Summary of potential changes to routes 226 or 240 that could restore services to Richards Road

East Link Connections implementation included Route 240 changes and deletion of Route 246 that removed fixed-route transit access in the Woodridge neighborhood in an area along Richards Road, Southeast 27th Street, and 123rd Avenue Southeast. This area includes 4,123 residents, including 1,800 living in equity priority areas, and 474 jobs. Fixed-route transit access is defined as living within a quarter mile of a bus stop.

To restore transit service to Richards Road, Route 240 could be revised to follow its pathway prior to August 30, 2025, changes. Doing so would require moving a stop more than a half mile, exceeding Metro's administrative authority for making changes. Therefore, such a change would require Council approval of an ordinance. Metro's practice is to conduct public engagement to garner and consider feedback from residents who may be affected by changes to the network prior to submitting a proposed ordinance to King County Council.

To serve Richards Road a revised Route 240 would leave Eastgate Park-and-Ride inbound to downtown Bellevue via 139th Avenue Southeast to Southeast 26th Street to Richards Road and continue to downtown Bellevue via Lake Hills Connector, Southeast 8th Street and 112th Avenue Southeast. This would not restore fixed-route transit access to areas along the former Route 246 pathway in Woodridge. Figure 1 shows the existing Route 240 and a revised Route 240 with potential changes described above. For a larger view of this map, see Appendix A.

Figure 1. Woodridge transit service access with potential Route 240 revision

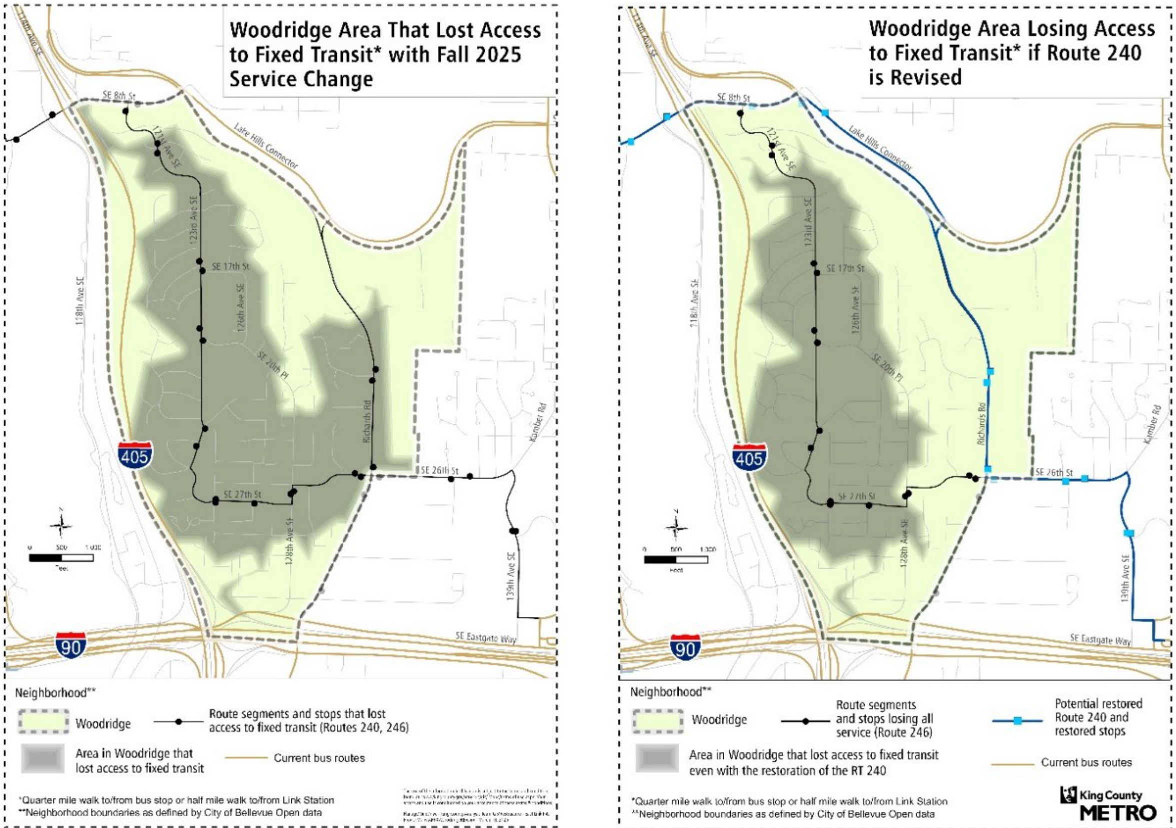


Table 1 below summarizes the population without access to fixed-route transit within a quarter mile of their location currently and with potential changes to serve Richards Road. While service to Richards Road restores fixed-route transit access to 42 percent of Woodridge residents currently without it, it would restore service to 59 percent of Woodridge residents living in equity priority areas who are currently without it.

Table 1. Woodridge neighborhood transit access impacts

Variant	Population without transit access	Priority population without transit access	Community Assets losing transit access	Loss of transit access to jobs	Average weekday boardings at stops that lost service
Current Route 240	4,123	1,800	1	474	97
Revised Route 240 via Richards Road	2,400	735	1	287	32

The potential changes to Route 240 to serve Richards Road would not restore service to 18 stops associated with the deleted Route 246. These stops had very low ridership. The total average weekday daily boardings in fall 2024 for these stops was 32. According to the 2024 System Evaluation, Route 246 was consistently one of the lowest ridership routes among all urban and suburban routes in Metro's system, carrying an average of 245 riders per day for the entire route.[7] The 2024 System Evaluation also showed Route 246 in the bottom 25 percent of all suburban and urban routes for riders per hour.[8] Stops on Route 246 in Woodridge had very low ridership with 7 of 17 stops averaging less than one rider per day.

During community engagement Metro heard a preference for less coverage routes with low frequency in favor of more frequency on higher ridership routes, with a majority of survey responses supporting deleting Route 246 and subsequent reallocation of resources to routes with more frequent service.[9] Metro worked to limit areas losing coverage while better aligning bus service levels with rider demand, consistent with Metro's Service Guidelines.[10] Metro's Service Guidelines direct evaluation, design, and modification of service, as directed by Ordinance 19367.

A1. Ridership at South Bellevue Station Compared to Woodridge

In Woodridge and adjacent areas near Eastgate Park-and-Ride, 12 stops lost service due to Route 240 pathway changes to connect to South Bellevue Station. In fall 2024, these stops had an average weekday daily total of 65 boardings. If potential changes to Route 240 were implemented to serve Richards Road, service at these stops would be restored. However, since August 30, 2025, Route 240 has been serving South Bellevue Station. There are two stops at the station serving Route 240. Those stops currently have an average weekday daily total of 80 Route 240 boardings, with more boardings expected after light rail connects to Seattle in March 2026. This demonstrates there is currently more demand for boardings at the current Link station stops than the previous demand at stops that lost coverage.

A2. Travel time impacts

Potential Route 240 changes to serve Richards Road would impact transit travel times between key destinations and connections. Specifically, the most significant impact of restoring Route 240 service to Richards Road is an increase in travel time to Link light rail by 5-12 minutes. The increase would effect riders starting their trips at or south of Eastgate Park-and-Ride in areas such as Factoria, Newcastle, and Renton. Travel time for this analysis is measured using scheduled runtimes that are used by Metro to schedule bus service between designated points.

Travel time impact of the potential Route 240 Richards Road pathway will be compared between:

1. Eastgate Park-and-Ride and the nearest light rail station
2. Eastgate Park-and-Ride and downtown Bellevue

While some riders are coming to and from downtown Bellevue, some will be seeking to travel to and from light rail because of the high quality of the service and the wide range of destinations it serves, such as downtown Seattle, Microsoft campus, and downtown Redmond. As noted earlier, good connections to Link stations was a strong theme of need noted during public engagement.

The current Route 240 provides faster travel times to reach light rail than the potential changes to serve Richards Road. The current route connects Eastgate Park-and-Ride and the nearest light rail station, which is South Bellevue Station. The nearest station for the potential change to Route 240 via Richards Road is East Main Station further north on the edge of downtown Bellevue (this is measured from Northeast 4th Street and 108th Avenue Northeast, which is the nearest designated point to East Main Station used for estimating runtime). Table 2 below summarizes the differences in travel time. For each Route 240 alignment there are different estimated travel times for each hour of the day and thus a unique difference for each hour. The table shows the range across all hours for each column. Changing the route to serve Richards Road would increase the time it takes riders to reach light rail. This would impact all potential riders on Route 240 at or south of Eastgate Park-and-Ride in areas such as Factoria, Newcastle, and Renton. Factoria, Newcastle, and Renton all contain significant numbers of priority populations who may seek direct connections to light rail.

Table 2. Comparing travel times for Route 240 Eastgate Park-and-Ride to light rail

Travel direction	Current Route 240 to/from South Bellevue Station	Route 240 via Richards Road to/from East Main Station	Difference if changed to Route 240 via Richards Road
Northbound	5-8 minutes	12-19 minutes	+5 to +12 minutes
Southbound	5-7 minutes	11-15 minutes	+6 to +8 minutes

Between Eastgate Park-and-Ride and Bellevue Transit Center travel times for the current Route 240 and the potential change to Route 240 via Richards Road are similar. Northbound the current Route 240 via South Bellevue Station is a few minutes faster during peak periods, while in the off-peak periods Richards Road is faster. Southbound trends are clearer with the Richard Road pathway being consistently a few minutes faster throughout the day. Table 3 below summarizes the differences in travel time by hour of the day. For each Route 240 alignment there are different estimated travel times for each hour of the day and thus a unique difference for each hour. The table shows the range across all hours for each column.

Table 3. Comparing travel times for Route 240 Eastgate Park-and-Ride to Bellevue Transit Center

Travel direction	Current Route 240	Route 240 via Richards Road	Difference if changed to Route 240 via Richards Road
Northbound	15-21 minutes	14-23 minutes	-5 to +3 minutes
Southbound	14-21 minutes	14-16 minutes	-2 to -5 minutes

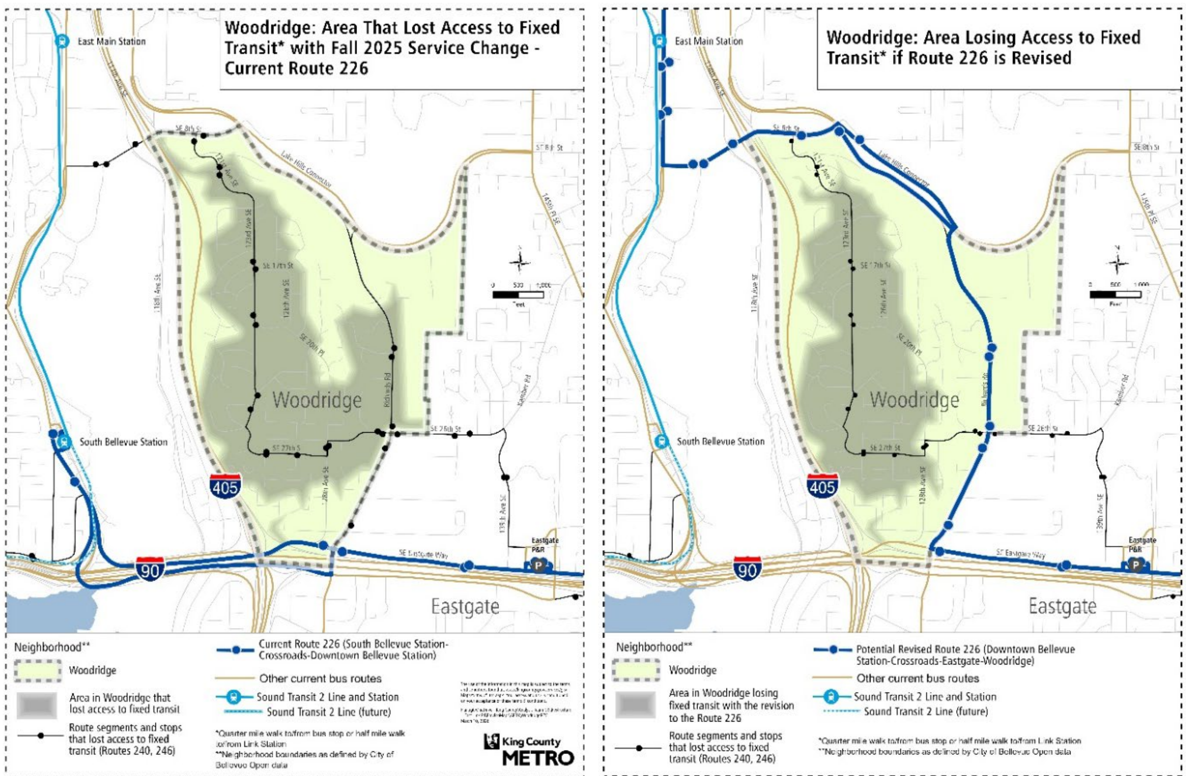
Overall, the current Route 240 is faster for reaching light rail, while travel time is similar to Bellevue Transit Center with the Route 240 Richards Road pathway often a few minutes faster.

A3. Route 226

Route 226 could be revised to serve Richards Road. Doing so would require moving a stop more than a half mile, exceeding Metro's administrative authority for making changes. Therefore, such a change would require Council approval of an ordinance. Metro's practice is to conduct public engagement to garner and consider feedback from residents who may be affected by changes to the network prior to submitting a proposed ordinance to King County Council.

To serve Richards Road, a revised Route 226 would leave Eastgate Park-and-Ride inbound to downtown Bellevue via Southeast Eastgate Way to Richards Road and continue to downtown Bellevue via Lake Hills Connector, Southeast 8th Street, and 112th Avenue Southeast. Figure 2 shows the existing Route 226 and a revised Route 226 with potential changes described above, including areas without transit service, which are defined as areas beyond a quarter-mile walk to a bus stop or a half-mile walk to a rail station. For a larger view of this map, see Appendix B.

Figure 2. Woodridge East Link Connections transit service gaps with Route 226 revision



There are significant negative impacts of this change.

1. Route 226 currently provides the only two-way service on Southeast Eastgate Way, including service to/from Porchlight Emergency Men's Shelter and the adjacent permanent supportive housing, so Metro would revise routing in a way that ensures this connection remains. Therefore, Route 226 rerouting would not serve the 139th Avenue Southeast to Southeast 26th Street areas that Route 240 could serve if rerouted. At least four stop pairs east of Richards Road on 139th Avenue Southeast to Southeast 26th Street would not have service restored.

2. With this change, residents east of Eastgate Park-and-Ride in the Robinswood and Phantom Lake areas would have a slower connection to light rail. If revised to serve Richards Road, the closest and most direct light rail connection would be the East Main Station near downtown

Bellevue. Like the case for a Route 240 revision, getting to East Main Station takes longer than getting to South Bellevue Station.

3. If Route 226 served Richards Road, a new terminal and layover location proximate to downtown Bellevue would need to be identified. Route 226 currently terminates and lays over at South Bellevue Station.[11] Curbspace for a new layover in and near downtown Bellevue is limited and subject to many competing needs such as loading zones and driveways, and would require approval by City of Bellevue.

4. Extending Route 226 further north than its current terminus would increase the cost of operating the route. Because it takes longer to get to East Main Station and there would also be added time needed to get to the unidentified layover location, this change would add substantial travel time and cost to the route.

A4. Infrastructure investments, speed and reliability improvements, and bus stop consolidation

The proviso requests information about additional interventions that could facilitate restoring coverage on Richards Road. Infrastructure investments, speed and reliability improvements, and bus stop consolidation are all additional approaches that could facilitate restoring coverage by reducing runtime for buses, which could lead to more comparable travel times.

Given the nature of the Richards Road corridor and the frequency of Route 240, the most appropriate speed and reliability treatment would likely be Transit Signal Priority (TSP). TSP would cost approximately $10,000 per traffic signal (assuming these signals already have communication with Bellevue City Hall) and would provide an estimated five to 10 percent savings in bus travel time, a time savings of about 45-90 seconds, for the potential Route 240 pathway via Richards Road between Eastgate Park-and-Ride and East Main Station. The City of Bellevue would need to agree on the TSP strategies, on the signal timing necessary for bus travel time savings, and to operate TSP at these signals. Currently in the City of Bellevue, TSP is used only along the RapidRide B Line. This would entail a multi-year planning and design process with City of Bellevue, and identification and securement of funding for the capital improvements. Other speed and reliability infrastructure such as bus lanes would also entail significant capital investment, permission from City of Bellevue, and a long study process.

Bus stop consolidation can also reduce travel time by reducing the number of bus stops on a route. Closing a bus stop removes access to transit at that location, reducing the overall population with access to transit. The stops along the Richards Road segment already meet Metro's stop spacing standard of at least a quarter mile between stops, so there are no candidates for removal that could save time in the corridor. Removing or changing transit access involves further public engagement to assess the full impacts of removing stops.

If Metro pursued the type of improvements noted above it could shorten travel times, but there are trade-offs to this work. Metro and the City of Bellevue would have to invest staff time and design work to carefully assess feasibility and time savings. Investing in this corridor would also affect Metro's ability to invest in other areas where there may be greater impact benefiting more riders. Metro's speed and reliability program assesses and prioritizes countywide, on all routes, the potential for time savings and return on investment and partners with jurisdictions to make those investments. Similarly, Metro periodically assesses bus stop spacing and access to determine alignment with bus stop placement policies, which can result in bus stop consolidation in some areas.[12]

B. A description of flexible service pilots that could be implemented or expanded in the Bel-Red, Crossroads and Woodridge neighborhoods in Bellevue to provide connections to frequent transit service

There are several flexible service options currently available that can provide mobility for limited audiences. For customers who meet Metro's qualifications for Access paratransit, pre-booked trips are available in Bel-Red, Crossroads, and Woodridge. Sound Generations offers a Metro-supported service called Hyde Shuttle, which provides free on-demand van service within Bellevue, Redmond, and Kirkland for adults 55 and older and people with permanent disabilities. Hyde Shuttle operates 8:00 a.m. to 4:00 p.m. on weekdays. Reservations should be made at least three days, or up to 30 days, before the ride, and are available on a first-come, first-served basis. Another option for employees traveling between these neighborhoods and jobs is Vanpool, where five or more people can form a group to travel to and from work together on their own schedule. These services can be a good option for some, but because of limited eligibility and the volunteer nature of Vanpool they do not work for most people living in these neighborhoods. They are available to all who meet eligibility standards or are willing and able to voluntarily join a Vanpool.

Therefore, as noted in the methodology, for the purposes of this report "flexible service pilots" will only include Metro Flex pilot service. This is the flexible service profile that Metro considers most consistent with customer comments received about these changes because it is a professionally-operated service that is open to the general public.

This section will be divided into three parts. The first part will discuss how Metro Flex works, resource trade-offs, and service design best practices to attain efficient cost per ride and overall ridership. The second and third parts describe potential Metro Flex services in Bel-Red/ Crossroads and Woodridge respectively, including expected performance dynamics and why Metro does not recommend service in these areas.

B1. Metro Flex Design Best Practices

Metro Flex is an app-enabled, on-demand mobility service where customers can book a ride from one place to another within a defined service area. These rides bring passengers from and to nearby pick-up locations and their ride may be shared with others. If there is a fixed-route bus available within a quarter mile to make the trip with a similar travel time with no transfers, the service directs customers to take the bus. The fare is the same as riding Metro using an ORCA card and ADA accessible rides are available. Metro Flex functions as a way to strategically supplement the fixed-route network by bringing customers to transit hubs or destinations not accessible by bus, particularly in areas that are difficult to serve efficiently with fixed-route bus service.

Metro Service Guidelines prioritize adding Metro Flex in areas where Metro Flex can increase accessibility for medium density areas. While Metro Flex could be deployed almost anywhere, Metro considers efficiency and best use of limited County resources from the perspective of cost-per-ride and productivity of how many riders are being carried. Fixed-route is almost always more cost-efficient and can carry more people. This is why Metro's approach is to use Metro Flex where the greatest increases in access to jobs and community assets can be achieved and provide transit connections for a reasonable cost relative to a fixed-route option.

Metro Flex operates in 10 service areas across the county. To maximize cost efficiency and keep the cost per ride lower, Metro created standards for Metro Flex including a maximum cost per ride and minimum number of rides per hour by a vehicle. A description of these standards is available in Metro's System Evaluation.[13] To achieve the ridership needed to meet these standards and encourage productivity and efficiency the following principles are applied in designing Metro Flex Service areas:

1. **Destination density is near or mixed with residential density**. While population density is important for most types of transit, on-demand service is non-linear and constrained within a geographic area. Therefore, if the area is primarily or completely residential there is little market for the service, resulting in very few rides. Limited choices for where to go limits demand for the service. An ideal zone has a variety of residential densities and a range of desirable destinations throughout the area. This profile also increases the potential for trips to be shared, further increasing efficiency and ridership.

2. **Frequent transit hubs drive ridership**. In most Metro Flex zones transit hubs are the top destination. Frequent transit hubs provide access to a wider range of destinations such as jobs beyond the boundaries of a Metro Flex zone. In this way, Metro Flex serves as a first- and last-mile bridge. Metro Flex specifically focuses on first- and last-mile connections in areas with less fixed-route service, where flexible service can most significantly increase access to desired destinations. Areas with great fixed-route connections to frequent transit already provide residents with broad access across the region, so the gain in access by adding Metro Flex is smaller. This is why Metro's prioritization for Metro Flex focuses on filling gaps where there are fewer fixed-route connections.

3. **Centering key destinations increases efficiency**. If the places people want to go are closer to the middle of zones, this will typically make trips shorter on average, allowing vehicles to be available more of the time for more riders. Conversely, destinations at the edge of a service area create longer trips, which occupy vehicles for a longer time and make them less available for other customers. The higher demand a destination is, the more important this principle becomes. For this reason, it is optimal when geography allows frequent transit hubs to be centered in a service area.

4. **Large service areas decrease efficiency**. The larger an area becomes the greater the potential for longer trips, which occupies vehicles longer and makes them less available for other customers. The larger the area the greater this problem becomes. Therefore, service areas should be designed to balance the need to serve a large enough market with a range of desired destinations, but not so large that vehicles are occupied with long trips and the service is not available to customers who want to use it. While large areas can be served,

more vehicles are needed to do so while maintaining reasonable wait times and vehicle availability, at a much higher cost.

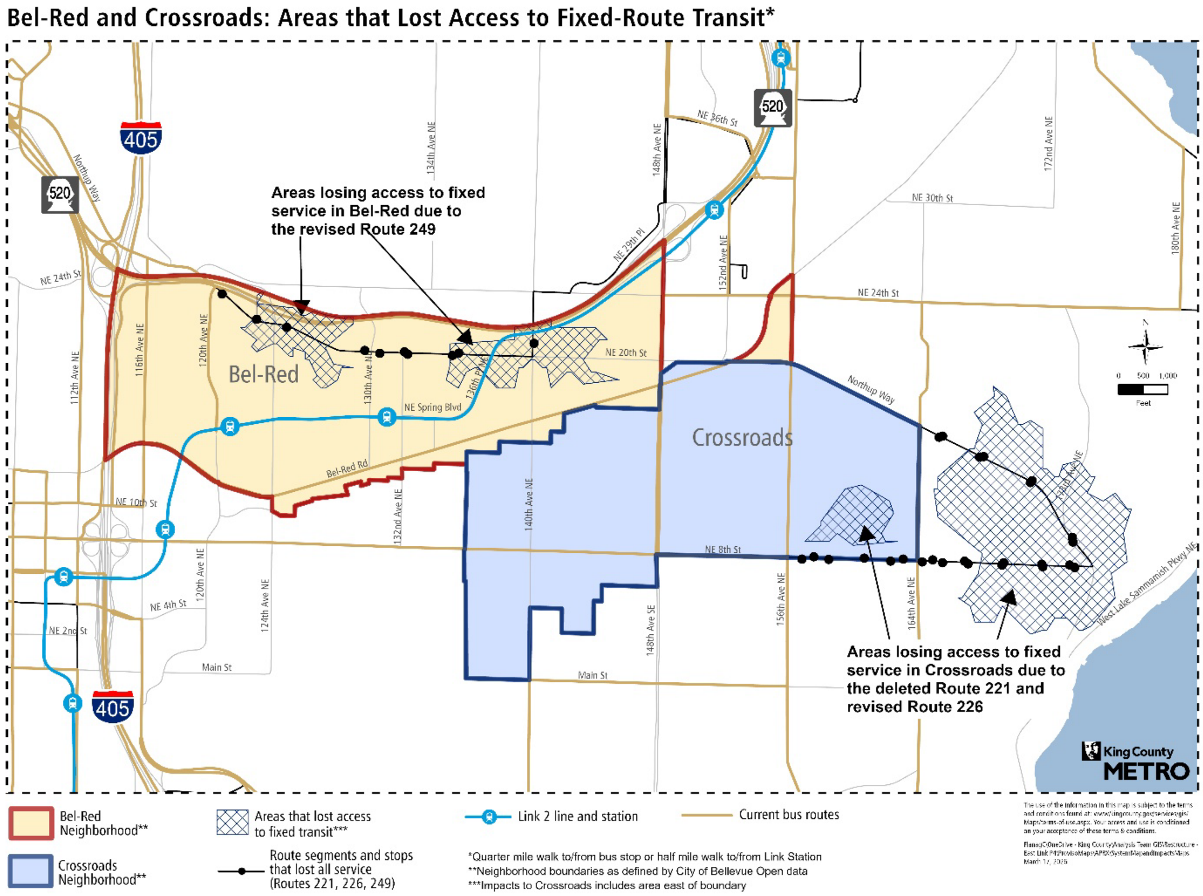
5. **Street network characteristics impact efficiency**. Some street networks, like grids with few barriers and dead ends, are more efficient to travel and access a particular area than others. In many cases, road networks can create local bottlenecks or barriers that can limit travel options for vehicles, which leads to vehicles with longer travel times when they are serving these parts of a zone. Examples include large areas of twisting roads, dead ends, or cul-de-sacs, large freeway interchanges, extreme hillsides, wetlands, and parks, and places where the street grid is limited or fragmented. Difficult to serve areas must be considered carefully as they can hinder the efficiency of the overall service area.

B2. Metro Flex in Bel-Red and Crossroads

Figure 3 shows a map of East Link Connections transit service access gaps in the Bel-Red and Crossroads neighborhoods. For a larger view of this map, see Appendix C. East Link Connections implementation included Route 249 changes that removed transit access in the Bel-Red neighborhood in an area north and south of Northeast 20th Street between 148th Avenue Northeast and 120th Avenue Northeast. This area includes 21 residents and 2,799 jobs, and no priority populations.

East Link Connections implementation included Route 221 and 226 changes that removed transit access in the Crossroads and Northeast neighborhoods in a small area north of Northeast 8th Street between 156th Avenue Northeast and 164th Avenue Northeast, and a larger area east of 164th Avenue Northeast. These areas include 4,612 residents, including 2,270 living in equity priority areas, and 1,291 jobs.

Figure 3. Bel-Red and Crossroads East Link Connections transit service gaps

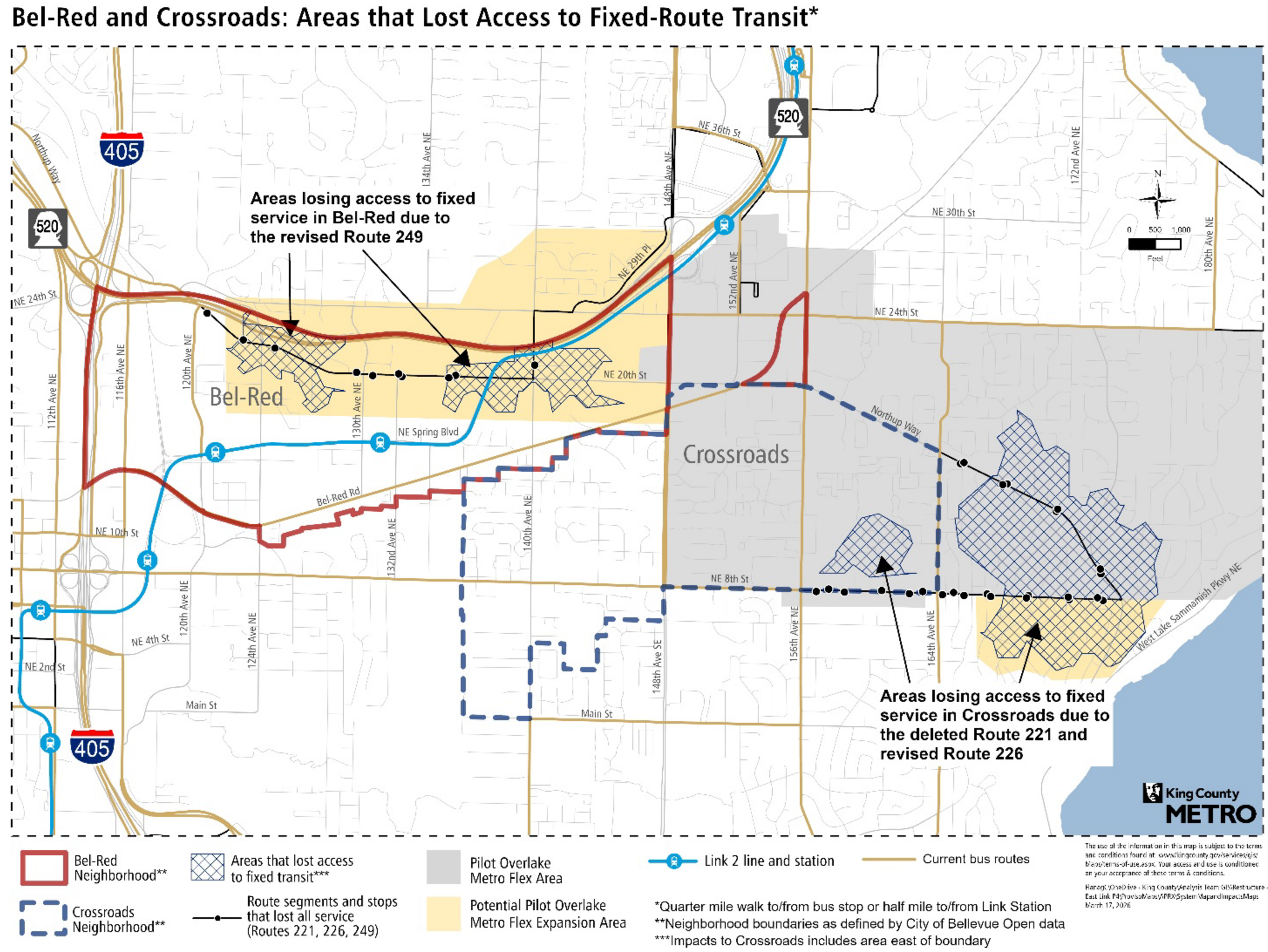


The grant-funded, pilot Overlake Metro Flex zone currently serves most areas in the Crossroads and Northeast Bellevue neighborhoods that lost fixed-route transit access described above. This pilot will run between September 2025 and September 2027 at which time it will be evaluated to determine if it will become sustained service by meeting Metro's minimum performance standards and pending funding approval in Metro's 2028-2029 biennium budget.

An area south of Northeast 8th Street in the Northeast neighborhood is not covered by the current pilot Overlake zone. This area includes 588 people, including 195 living in equity priority areas, and 93 jobs.

Expansion of the pilot Overlake zone could serve both transit service gaps by including areas west and south of the existing zone. Figure 4 shows a map of the existing pilot Overlake zone in gray with tan areas depicting expansions. For a larger view of this map, see Appendix D.

Figure 4. Potential pilot Overlake Metro Flex expansion areas



Overall, the impact of expanding the grant-funded, pilot Overlake zone would be to reduce its efficiency and productivity while significantly increasing resources needed to operate, and is therefore not recommended by Metro. Below is a summary of the reasons.

1. Expanding to the west into Bel-Red would not provide new transit access for many households, and therefore provide little potential for new ridership.
2. The expansion area also does not have many destinations near households in the area, which is key to creating an efficient, well-used service area.
3. Operating efficiency would be reduced due to the increase in zone size resulting in longer trips. Efficiency would also be reduced because new destinations (restaurants, coffee shops, and food markets) and jobs are at the edge of the zone separated from population centers to the east resulting in longer trips.
4. The expansion in the Northeast neighborhood south of Northeast 8th Street would have fewer impacts on operations because it is a small area being added, though the twisting, all-residential streets in this area could slow travel times, reducing how many riders could be served with a given vehicle.

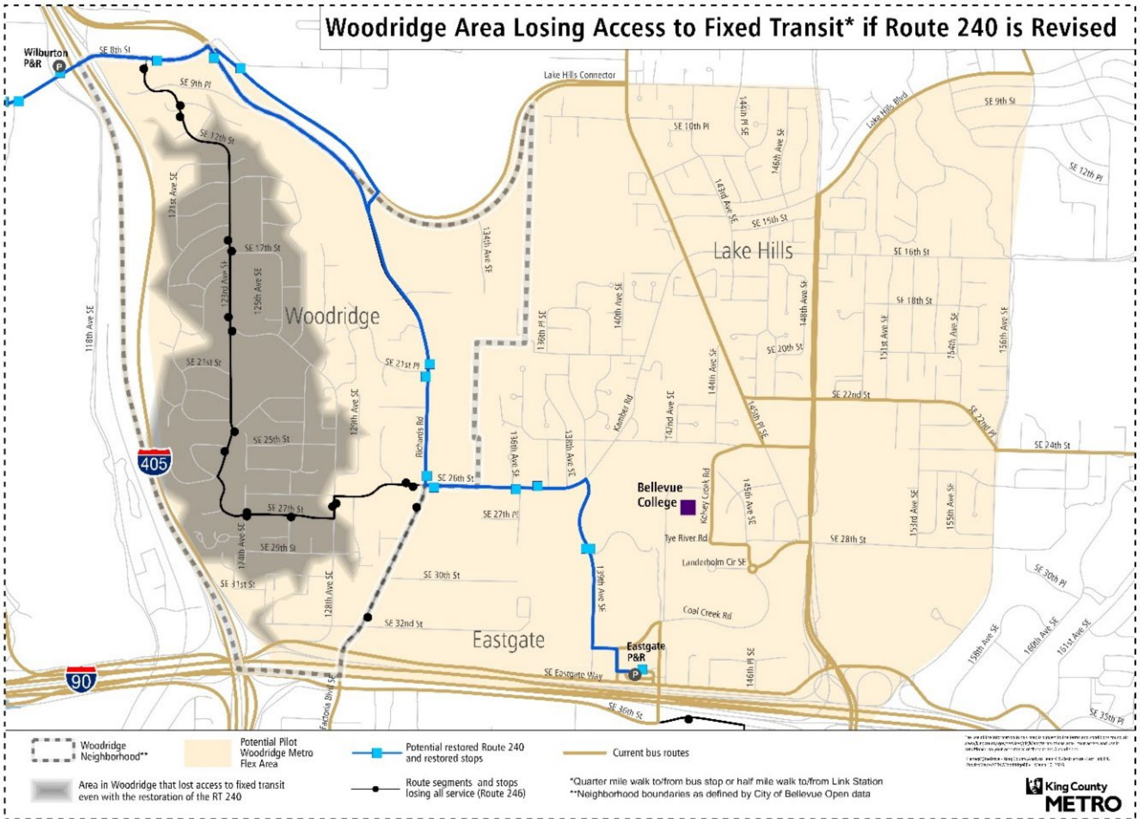
The one benefit of a western expansion into Bel-Red is the large number of jobs and destinations such as restaurants, coffee shops, and food markets. This could increase ridership to and from these destinations, though the trip distances could be long because population and transit connections are mainly separated further east.

The pilot Overlake zone is currently served by two vehicles on a typical day that are about 80 percent grant funded. If the pilot zone were expanded as described above an additional vehicle would be needed. The Overlake pilot operates 12 hours a day on weekdays and 10 hours a day on weekends for a total of 80 hours a week, or about 4,160 hours a year. Funding an additional 4,160 hours per year for the additional vehicle at the current 2026 rate of $74.58 per hour would cost about $310,300 per year, increasing year-over-year for inflation and other operational factors.

B3. Metro Flex in Woodridge

East Link Connections implementation included Route 240 changes and deletion of Route 246 that removed transit access in the Woodridge neighborhood in an area along Richards Road, Southeast 27th Street, and 123rd Avenue Southeast. This area includes 4,123 residents, including 1,800 living in equity priority areas, and 474 jobs. To provide transit access to this area with Metro Flex, a new zone would need to be created. This potential pilot Metro Flex zone could be bound by I-405 to the west, Lake Hills Connector, Southeast 8th Street and Lake Hills Boulevard to the north, I-90 to the south and 156th Avenue Southeast to the east. Figure 5 below is a map showing this potential zone in the Woodridge neighborhood. For a larger view of this map, see Appendix E.

Figure 5. Potential Woodridge pilot Metro Flex area



Applying the best practice design principles above indicates such a Woodridge Metro Flex pilot zone is likely to perform poorly at a high cost and is therefore not recommended by Metro. Below is a summary of the reasons.

1. The Woodridge neighborhood covering almost half of the zone is primarily residential resulting in no proximity to destination density and longer trips for those who seek to connect to the eastern or northeast parts of the zone. The population of this area is also relatively small, resulting in a small market for potential riders.
2. The road network connectivity east of Richards Road is limited to Lake Hills Connector, Southeast 26th Street to Kamber Road and Southeast Eastgate Way. This creates travel bottlenecks that will further increase travel time and occupy vehicles longer, leading to less vehicle availability and longer wait times.
3. Without creating a very large zone including high acreage green spaces, it would not be possible to center destinations, especially transit hubs. In particular, connecting to Link would be challenging because the distance to the nearest light rail stations is significant, and there are geographic and road network barriers to those connections, including I-90, I-405/Mercer Slough, Lake Hills Connector, and Southeast 8th Street pinch points. Eastgate Park-and-Ride is the only high-frequency transit hub proximate to Woodridge.
4. In 2018 and 2019 Metro operated an on-demand service called Ride2 serving Eastgate Park-and-Ride and surrounding areas east and south of Woodridge. This pilot was ultimately cancelled because cost per ride was too high to support the overall cost. Though Ride2 used

a different operator and did not serve Woodridge, it demonstrates the challenging conditions for on-demand service in the general area.

5. Another weakness of this potential pilot Metro Flex zone is that the areas to the east around Lake Hills and Bellevue College are well served by frequent fixed-route services (routes 223, 245, 270, 226, future K Line). Metro Flex denies trips well-served by fixed-route transit, so a relatively high proportion of intending riders in these areas would likely be referred to nearby bus stops. However, not including these areas in a pilot would leave the potential zone without any destinations except Eastgate Park-and-Ride, which would further depress ridership.

Using Metro's prioritization criteria for Metro Flex, the Eastgate Park-and-Ride transit hub would not rank in the top 20 transit hubs in the county to serve with Metro Flex because the priority populations, defined as Black, Indigenous, and other people of color, low-income people, people with disabilities, refugees, immigrants, and diverse language speakers, living in this area are not high relative to other transit hub areas across the county.[14] If only increased access to jobs and community assets were considered, Eastgate Park-and-Ride would rank 36 for priority to invest in Metro Flex.

Overall, Woodridge is small, residential, and isolated, making it a challenge to efficiently serve with Metro Flex, and the areas east of Woodridge are well served by fixed-route transit. For the reasons described earlier, Metro does not recommend Metro Flex for coverage in these areas. Metro estimates that a minimum of two vehicles would be needed to operate a zone covering Woodridge about 90 percent of the time with average wait times of 20-30 minutes. Operating two vehicles 12 hours a day, 7:00 a.m. to 7:00 p.m., seven days a week would require about 168 service hours a week, or about 8,700 hours a year. At Metro Flex's current operating cost per hour of $74.58 the total annual cost would be $648,800, increasing year-over-year for inflation and other operational factors.

V. Conclusion

The East Link Connections project is a large-scale transit restructure to align service with the new Link light rail 2 Line, restore service suspended during the pandemic period, and update the network to reflect changing travel and land use patterns on the Eastside. The project area encompasses 21 jurisdictions and hundreds of thousands of people. To understand and balance the priorities of residents in the broad and diverse project area Metro conducted an extensive public engagement process involving thousands of public comments, virtual open houses, a resident advisory board, a board of jurisdictions, businesses, and community organizations, partnerships with community organizations, advertising, and other strategies. Community priorities heard during engagement informed the decisions made as part of this project which always involve trade-offs. Metro recognizes the challenges these trade-offs present to riders and endeavors to create the least number of negative impacts. The trade-offs also resulted in benefits such as increased frequency along key corridors, more service at night and on weekends, new and improved connections with key destinations, and connections to Link light rail. This report closely examines gaps created by the changes made to routes 226 and 240 and by the elimination of route 246 and presents alternatives for closing those gaps.

In addition to this report, Metro is undertaking a broader analysis of the effect of implemented changes. It includes monitoring and assessing the performance of the network changes across all neighborhoods and routes in the project area and beyond, listening to feedback from the community, and identifying potential changes to be considered with additional public engagement. By August 2027, the King County Executive will submit a letter to the Council summarizing Metro's review of performance of the East Link Connections network changes to date. Due to the large amount of service investments and phased Link station openings, 2027 will be the first year during which full implementation is complete. This summary evaluation will consider how the full set of changes are performing with all 2 Line stations operating.

Potential changes such as those identified in this report are typically subject to public engagement to evaluate trade-offs and community support. From a technical perspective and efficient use of Metro transit funding, these Metro Flex options are not recommended. As this work continues Metro plans to consider not only community feedback and analysis of performance, but Metro's guiding policy documents including the Service Guidelines, Metro Connects, Strategic Plan, and Mobility Framework.

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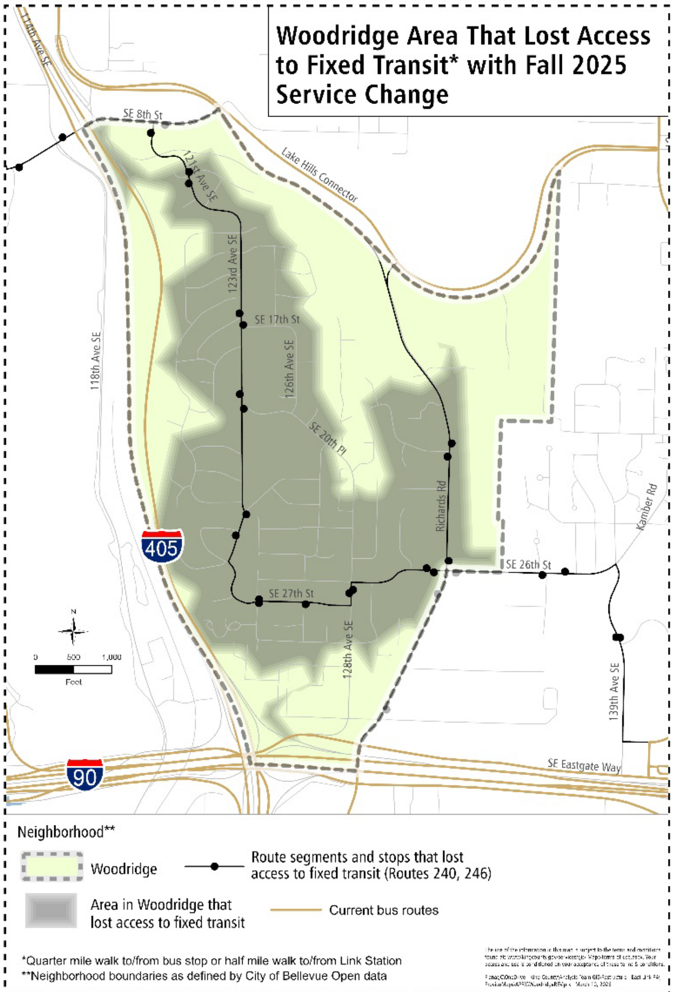
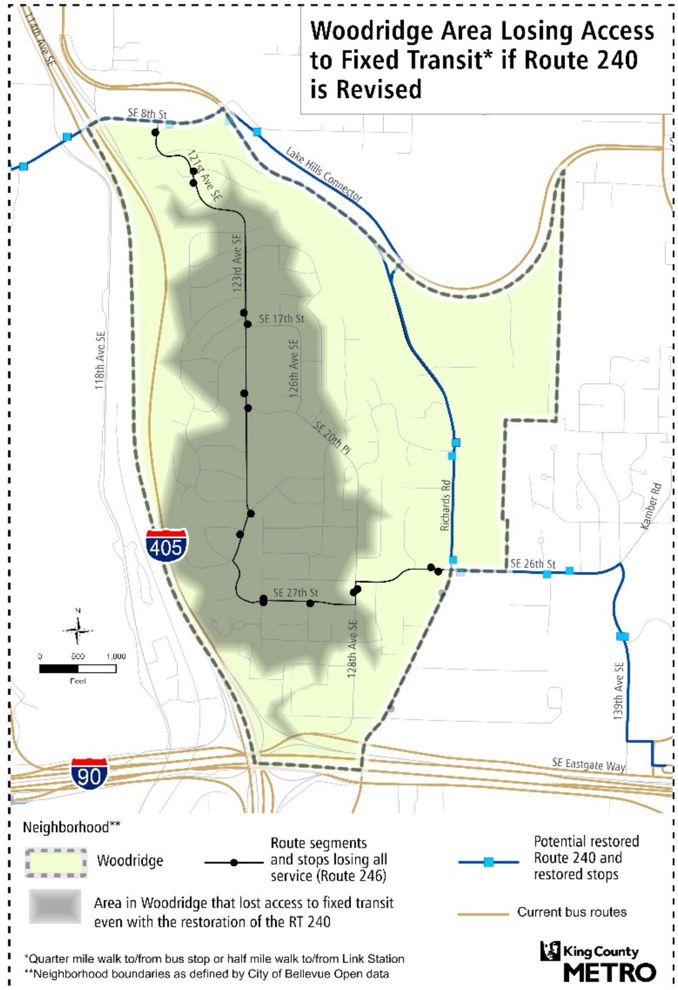
[1] Ordinance 20023, Section 116, Metro Transit Department, P172 [LINK]
[2] 2024 System Evaluation [LINK], P33
[3] Ordinance 19899 [LINK]
[4] Ordinance 19899 [LINK]
[5] City of Bellevue Open Data [LINK]
[6] King County Metro Mobility Framework [LINK]
[7] 2024 System Evaluation [LINK], P47
[8] 2024 System Evaluation [LINK], P53
[9] Equity Impact Review and Recommendation Development Report [LINK], P48
[10] King County Metro Service Guidelines [LINK], P18-19
[11] Layover is a critical facility at the end of a route where the bus parks to provide the operator with legally required break time and access to restroom facilities. There are limited areas suitable for laying over because of the need for a restroom and well-lit and paved pathway in close proximity to the parked bus. On-street layover also must be approved by City of Bellevue.
[12] King County Metro Transit Route Facilities Guidelines [LINK], P4-6-7
[13] 2024 System Evaluation [LINK], P33
[14] 2024 System Evaluation [LINK], P33

VI. Appendices

The following appendices provide larger version of the figures included in this report. The title of each corresponds to the figure titles.

A. Woodridge transit service access with potential Route 240 revision

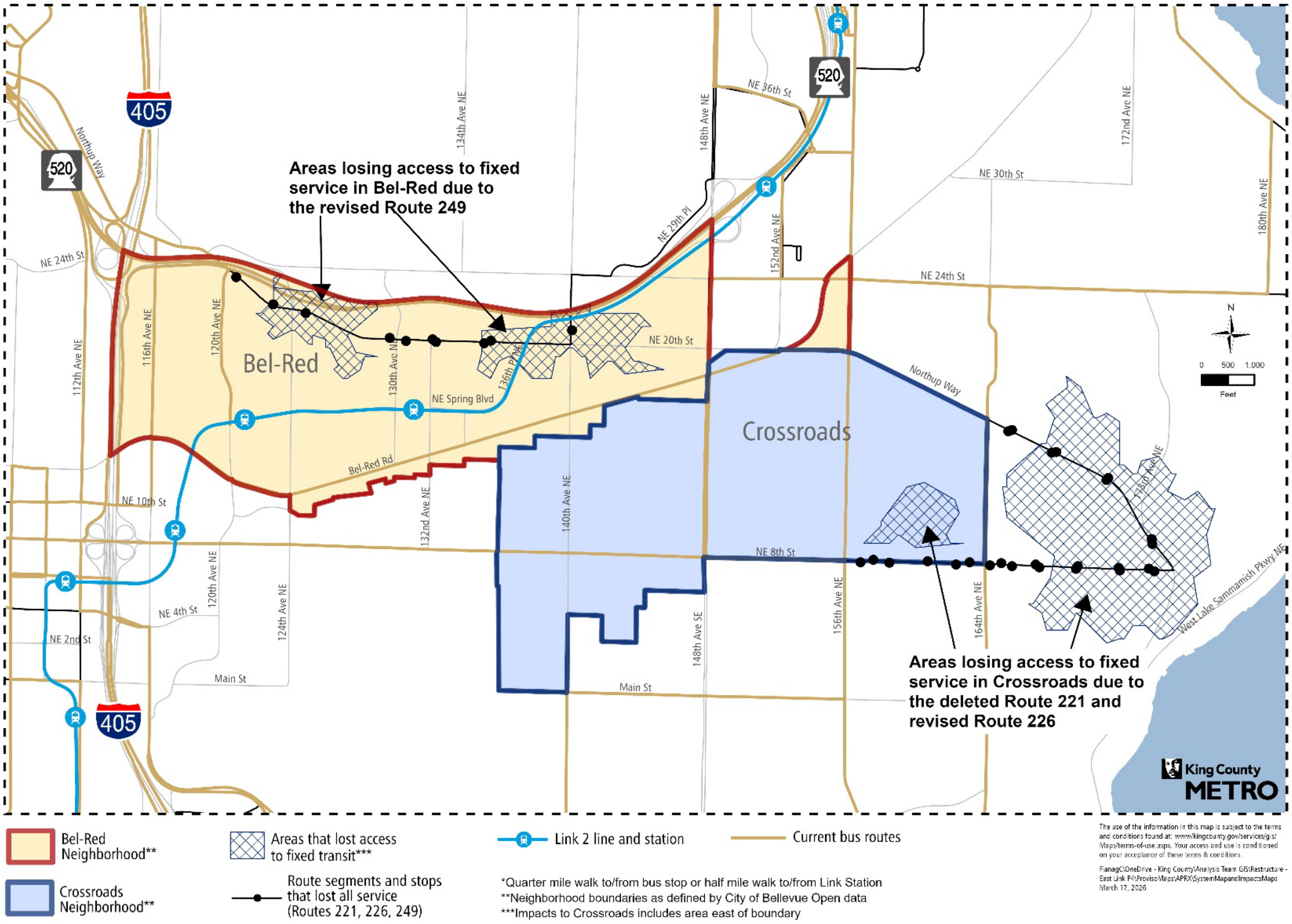




B. Woodridge East Link Connections transit service gaps with Route 226 revision

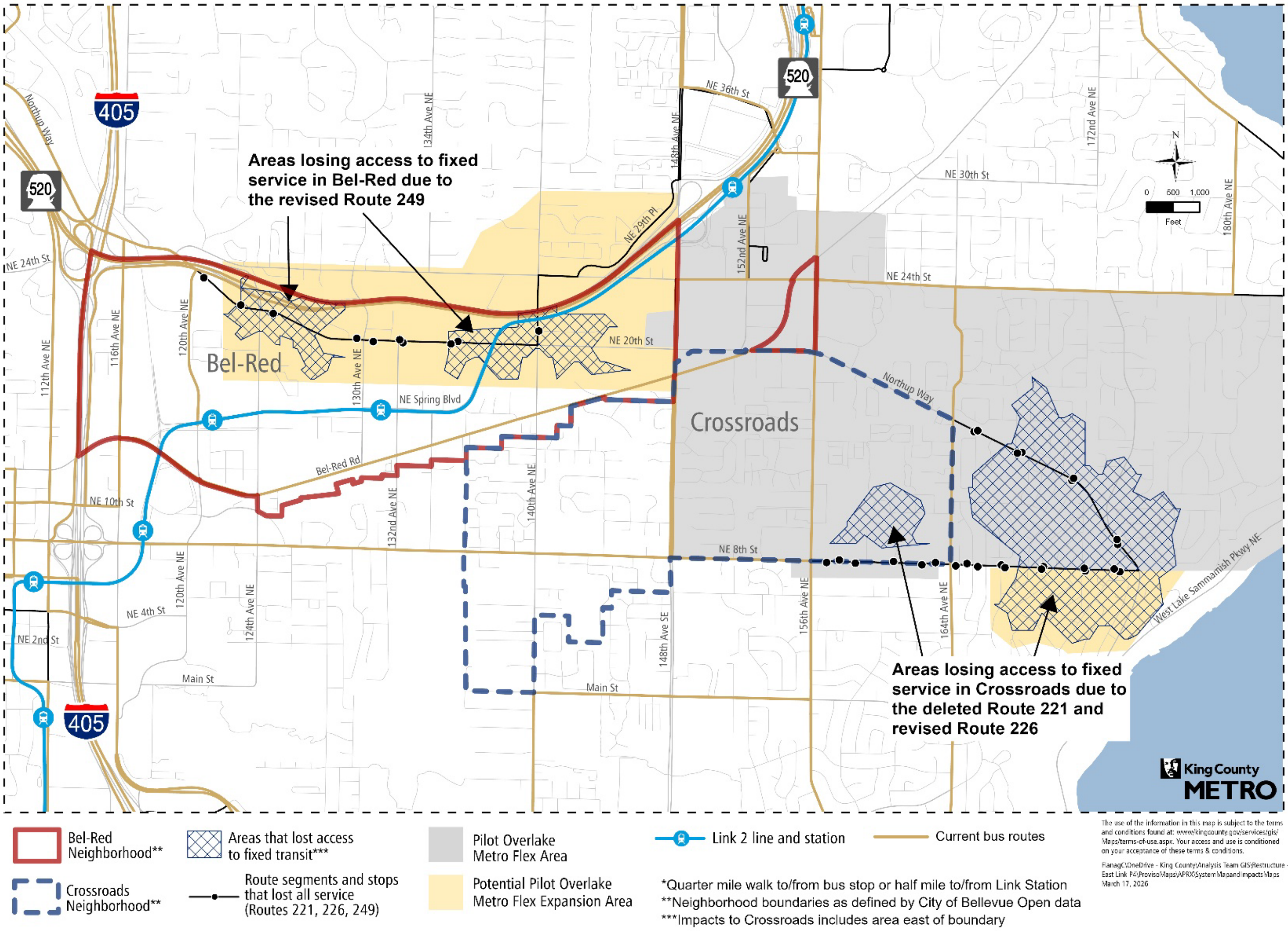
C. Bel-Red and Crossroads East Link Connections transit service gaps

Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*

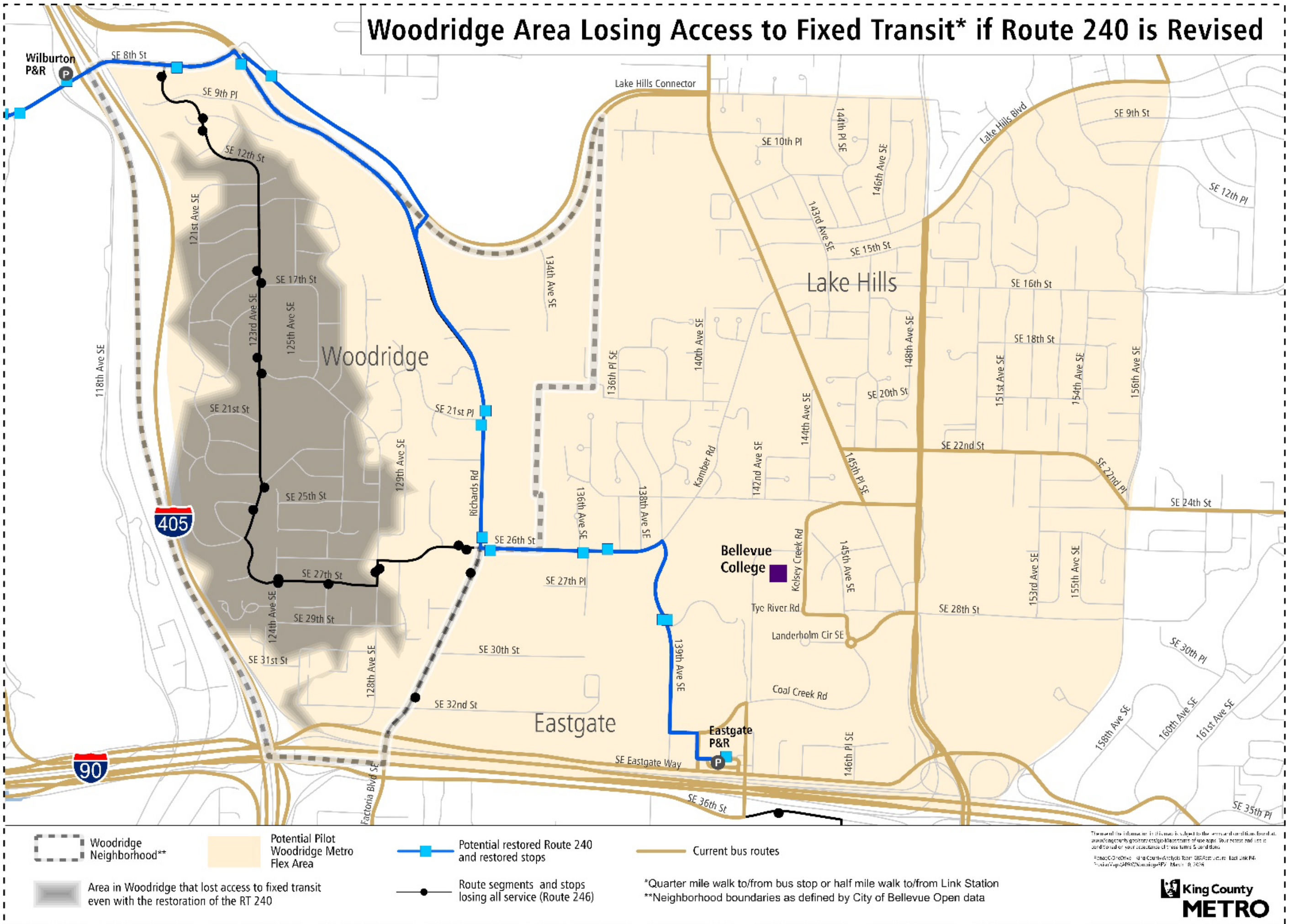


D. Potential pilot Overlake Metro Flex expansion areas

Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*



E. Potential Woodridge pilot Metro Flex area



King County

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	12	**Analyst(s):**	Mary Bourguignon
Proposed No.:	2026-0098	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0098 would acknowledge receipt of the East Link Connections Transit Gap Service Analysis Report, which was required by a budget proviso.

LEGISLATION SUMMARY

In March 2025, the Council approved Ordinance 19899, the **East Link Connections** transit restructure, which authorized Metro to make changes to more than 40 bus routes to coordinate with the full opening of Sound Transit's 2 Line (East Link) light rail.

In response to service gaps noted after partial implementation of the transit restructure, the Council approved a budget proviso requesting a report identifying potential transit solutions in several Bellevue neighborhoods, specifically related to changes to Routes 226 and 240. Proposed Motion 2026-0098 would acknowledge receipt of that report.

KEY ISSUES FROM THE ANALYSIS

The report as transmitted appears to respond to the proviso requirements.

A. **Changes to the identified routes would result in tradeoffs.** The report identifies options to make changes to Routes 226 and 240 to address service gaps along Richards Road but notes these changes would cause tradeoffs for other bus passengers.

B. **Expanding Metro Flex is not recommended by the Executive.** The report analyzes two potential expansions of Metro Flex service (see Attachment 3) but notes that the potential expansions would serve few households at high cost and are not recommended in the report.

C. **The East Link Connections restructure is not yet fully implemented.** The final phase of the bus restructure will be implemented in Fall 2026. By Fall 2027, Metro is required to complete further community engagement, transmit a performance report, and transmit an updated proviso report on transit service gaps.

BACKGROUND & TIMING CONSIDERATIONS

↑ BACK TO TOP

East Link Connections. In March 2025, in anticipation of the full opening of Sound Transit's 2 Line (East Link) light rail, the Council approved Ordinance 19899, a transit service restructure that authorized Metro to make changes to more than 40 bus routes. Figure 1 shows the restructure area.

Because the timing of the 2 Line's opening across Lake Washington was not known at that time, Ordinance 19899 allowed Metro to implement the transit restructure in phases based on the 2 Line's timeline. Metro began implementing the East Link Connections restructure through administrative changes in March and June 2025,[1] and then through the changes approved by Ordinance 19899 at its Fall 2025 and Spring 2026 service changes. The 2 Line opened across Lake Washington in March 2026. Metro will complete the East Link restructure at its Fall 2026 service change.[2] Attachment 4 to this staff report lists the affected bus routes and shows when the changes approved by Ordinance 19899 were (or are planned to be) implemented. To measure the success of the restructured transit network, Ordinance 19899 requires Metro to engage with local communities and report on the performance of the network by Fall 2027, after its first full year of service.

Transit service gaps identified. In Fall 2025, after Metro began implementing the East Link Connections bus restructure but before the 2 Line opened across the lake, neighborhood residents identified service gaps in the Woodridge, Bel-Red, and Crossroads neighborhoods of Bellevue, specifically related to changes to Routes 226, 240, and 246. Attachment 3 shows the changes made to these routes by Ordinance 19899.

In response, the Council added a proviso requirement to the 2026-2027 budget ordinance, asking Metro to prepare an East Link Connections Transit Gap Service Analysis Report.[3]

P14 PROVIDED FURTHER THAT:

Of this appropriation, $100,000 shall not be expended or encumbered until the executive transmits an East Link Connections transit gap service analysis report and a motion acknowledging receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance number, ordinance section and proviso number in both the title and body of the motion.

The East Link Connections transit gap service analysis report shall use the extensive analysis and community outreach information collected by the Metro transit department as part of its East Link Connections Mobility Project, as well as additional information as needed, to identify

[1] K.C.C. 28.94.020 allows Metro to make administrative changes on its own. These are defined as those that that affect a route's weekly service hours by 25% or less, move the location of a bus stop by ½ mile or less, or only change route numbers. Major (non-administrative) service changes require Council approval.
[2] Route 251, a new route between Woodinville Park & Ride and Marymoor Village Station, will be implemented at the Spring 2027 service change.
[3] Ordinance 20023, Section 116, Proviso P14, as amended by Ordinance 20086, Section 96, Proviso P14

potential solutions to the transit service gaps in the Woodridge, Bel-Red, and Crossroads neighborhoods of Bellevue that were created by the East Link Connections Mobility Project approved by Ordinance 19899, specifically by the changes that were made to routes 226 and 240 and by the elimination of route 246, by including:

A. A summary of potential changes to routes 226 or 240 that could restore services to Richards Road, such as infrastructure investments, routing changes, speed and reliability improvements, bus stop consolidation, and changed route terminus locations; and

B. A description of flexible service pilots that could be implemented or expanded in the Woodridge, Bel-Red, and Crossroads neighborhoods in Bellevue to provide connections to frequent transit service.

The executive should electronically file the report and motion required by this proviso no later than ((~~February 19~~)) April 22, 2026 with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy, and environment committee or its successor.

ANALYSIS

↑ BACK TO TOP

The report as transmitted appears to respond to the proviso requirements.

Key Issue A. Changes to the identified routes would result in tradeoffs. In response to Section A of the proviso requirement, the report identifies options to make changes to Routes 226 and 240 to address service gaps along Richards Road but notes these changes would cause tradeoffs for other bus passengers.

The report analyzes the potential impacts of returning Routes 226 and/or 240 to their former pathways (see Attachment 3) or to revised pathways to serve portions of Richards Road, noting that making these changes for either route would be greater than Metro could make administratively and thus would require Council action.

- **Route 240.** Returning Route 240 to its previous pathway would restore service to portions of Richards Road in the Woodridge neighborhood but would no longer serve the 2 Line's South Bellevue Station, which the report states would have both ridership and travel time implications:
  - **Ridership:** 65 daily boardings for previous pathway, 80 daily boardings for new[4]
  - **Travel time:** Returning to the previous pathway would add 5-12 minutes travel time to reach light rail
- **Route 226.** Revising Route 226 to serve Richards Road would have implications for ridership, travel time, and operations:

[4] Boardings on the new pathway for Route 240 were measured prior to the 2 Line opening across the lake

  - **Ridership:** The current Route 226 pathway provides the only two-way service on SE Eastgate Way, including service to and from Porchlight Emergency Men's Shelter
  - **Travel time:** Changing the pathway of Route 226 would add 5-12 minutes travel time to reach light rail
  - **Operations:** If the Route 226 pathway is changed, a new terminal and layover location near downtown Bellevue would be needed, as Route 226 currently terminates and has layover space at South Bellevue Station

The report notes that travel time along Richards Road could be reduced for either Route 226 or 240 by investing in speed and reliability improvements such as transit signal priority (TSP), but states that each TSP installation would cost approximately $10,000 and require approval from the City of Bellevue. Other infrastructure improvements such as bus-only lanes would require significant capital investment and approval from the City.

The report notes that Metro's adopted Service Guidelines[5] and the feedback Metro heard during its community engagement process favor adding frequency on higher ridership routes instead of maintaing "coverage" routes with low ridership. The report states that the changes made by Ordinance 19899 to Routes 226 and 240 and the deletion of Route 246, comply with this guidance.

Key Issue B. Expanding Metro Flex is not recommended by the Executive. In response to Section B of the proviso requirement, the report analyzes two potential expansions of Metro Flex[6] service but notes that the potential areas would serve few households at high cost, meaning they are not recommended. Specifically:

- **Metro Flex in Bel-Red and Crossroads.** Ordinance 19899 made changes to Route 249 that removed transit access in some portions of the Bel-Red neighborhood, as well as changes to Routes 221 and 226 that removed transit access in some portions of the Crossroads and Northeast neighborhoods.

  Most of the Crossroads and Northeast neighborhoods are currently served by the **Overlake Metro Flex pilot,** which will run between September 2025 and September 2027. The report analyzed potential expansions of the Overlake Metro Flex to cover areas of Bel-Red, Crossroads, and Northeast that lost service due to the East Lake Connections transit restructure. (See Attachment 3 for a map of the potential expansion.) The report states that this expansion is not recommended because:

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[5] Ordinance 19367, Attachment B

[6] Metro Flex (link) is an app-based, on-demand mobility service that is offered in a number of communities throughout King County, typically serving as a first-mile/last-mile bridge to frequent transit.

- **Few households would be served.** The area identified for potential expansion is not dense, meaning there is not much potential for additional ridership and the potential to diminish the operational efficiency of the existing Overlake pilot. Service to the restaurants, coffee shops, and food markets in the area could require long trip distances.
- **Costs would be high.** Expanding the existing Overlake Metro Flex service area would require an additional vehicle above the two currently in service, as well as an additional 4,160 service hours each year at a cost of $310,300 per year.

- **Metro Flex in Woodridge.** Ordinance 19899 made changes to Route 240 and deleted Route 246, which removed transit access in the Woodridge neighborhood along Richards Road. The report analyzed a potential new Metro Flex service in this area. (See Attachment 3 for a map of the potential new Metro Flex service area.) The report states that this expansion is not recommended because:
  - **Few households would be served.** The area identified for the potential new Metro Flex service is not dense, has a small population, and has road connectivity issues, meaning that few households would be served. The report notes that a previous on-demand service in the neighborhood was ultimately cancelled because the cost per ride was too high to support the overall cost.
  - **Costs would be high.** Creating a new Woodridge Metro Flex would require two vehicles and 8,700 service hours a year at a cost of $648,800 per year.
  - **Many trips may be denied.** Metro Flex is meant to operate where there is no nearby access to transit. If there is a fixed-route bus available within a quarter mile to make the requested trip with a similar travel time, the Metro Flex service will deny the request and direct the passenger to the appropriate bus. The report notes that the areas around the potential new Metro Flex service area have a number of frequent, fixed-route transit services (Routes 223, 246, 270, and 226) meaning that many potential Metro Flex requests, except those to Eastgate Park & Ride, would be denied and riders directed to existing bus routes.

Key Issue C. East Link Connections restructure is not yet fully implemented. The final phase of the East Link Connections transit restructure will be implemented at the Fall 2026 service change, which will begin August 29, 2026.[7] Attachment 4 to this staff report shows how the authorized changes have been (or will be) implemented in phases that will continue through the Fall 2026 service change.

The transmitted proviso report describes potential options to address service gaps based on the portion of the East Link Connections bus restructure that occurred prior to the full

[7] One final change, the launch of new Route 251, is planned for Spring 2027.

implementation of the restructure and prior to the full opening of the 2 Line across Lake Washington. Metro is required to complete further community engagement and prepare a performance report by Fall 2027. In addition, the 2026-2027 first budget omnibus[8] requires an updated transit service gap analysis for the same routes and geographic area covered in this proviso report to be transmitted to Council by Fall 2027.

The action the Council would be taking through Proposed Motion 2026-0098 would be to acknowledge receipt of the proviso report, not to make any changes to transit service in the area. As noted, the report, as transmitted, appears to meet the requirements of the proviso.

INVITED

- Brian Henry, Eastside Service Planning Lead, Metro Transit Department
- Graydon Newman, Service Planning Supervisor, Metro Transit Department
- Luke Distelhorst, Senior Community Engagement Planner, Metro Transit Department

ATTACHMENTS

1. Proposed Motion 2026-0098 and its attachment
2. Transmittal Letter
3. Maps of Routes 226, 240, 246, and potential Metro Flex expansion areas
4. East Link Connections Timing of Bus Route Changes

[8] Ordinance 20086

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0124.1 **Sponsors** Dunn

A MOTION confirming the executive's appointment of Ranil Herath, who resides in council district nine, to the King County Library System board of trustees.

BE IT MOVED by the Council of King County:

The county executive's appointment of Ranil Herath, who resides in council district nine, to the King County Library System board of trustees, for the remainder of a five-year term to expire on January 1, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

Metropolitan King County Council
Staff Report

Committee:	Government Accountability and Oversight Committee		
Agenda Items:	5 & 6	**Analyst:**	Gene Paul
Proposed No.:	2026-0124 2026-0125	**Meeting Date:**	August 17, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0124 would confirm the Executive's appointment of Ranil Herath, who resides in Council District 9, to the King County Library System Board of Trustees for the remainder of the five-year term to expire on January 1, 2028.

Proposed Motion 2026-0125 would confirm the Executive's appointment of Liz Callahan, who resides in Council District 5, to the King County Library System Board of Trustees for the remainder of the five-year term to expire on January 1, 2031.

BACKGROUND

Purpose. The King County Library System (KCLS) was established as a rural county library district following a vote of King County residents on November 3, 1942. Over the years, cities and towns throughout the county have voted to annex into KCLS. Currently, KCLS has 50 library locations and serves all of King County except Yarrow Point and Hunts Point. The City of Seattle has a separate library system, but residents of Seattle are allowed to access KCLS collections under reciprocal agreements between the library systems.

The KCLS is governed by the Board of Trustees in accordance with state law.[1] Some of the responsibilities of the board include:

- Hiring and oversight of the KCLS Executive Director, who manages the system's operations;
- Adoption of the annual budget;
- Adoption of long-term strategic plans; and
- Adoption of a capital improvement plan.

[1] RCW 27.12.192. https://app.leg.wa.gov/rcw/default.aspx?cite=27.12.192

Membership. The KCLS is governed by the seven-member Board of Trustees. Board members are appointed by the County Executive and confirmed by the County Council. No member may serve more than two consecutive terms and members of the Board must represent "the geographic diversity of the library district."[2] The members of the board serve without compensation.

APPOINTEE INFORMATION

Ranil Herath. Ranil Herath is the Chief Revenue Officer for Shorelight Education, an organization that connects international students, universities, and service providers to widen access to higher education and support student enrollment and performance.[3] In his application materials, Mr. Herath expressed that he has dedicated his life to education and health, serving as President of a global higher education institution, Vice President at the nation's largest nursing school, and in senior leadership roles at the largest medical school system as well as Harvard Medical School. He has also served on numerous boards and committees, including the Rainier Club, the Salem University Board of Trustees, and the Steering Committee for the Washington State Opportunity Scholarship. Mr. Herath's application materials expressed a commitment to equity in education and a desire to bring his insight, financial acumen, and community-focused leadership to the KCLS Board.

Liz Callahan. Liz Callahan is the founder and principal of Liz Callahan Consulting. According to her application materials, she is an educator, mentor, and business coach. She expressed a belief that access to information is vital to developing critical thinking skills and addressing inequities among communities. Ms. Callahan has worked with Page Ahead Children's Literacy Group to improve access to books for young readers, mentored business founders from non-traditional backgrounds, and advocated for stronger communities. She also has experience in budgeting for both nonprofit and for profit organizations, led a capital campaign for a playground in a city park, and worked on strategic financial plans. She has served on several boards and committees, including the Renton Airport Advisory Committee, the UW-Buerk Center for Entrepreneurship Advisory Board, and Page Ahead Children's Literacy Group.

ANALYSIS

Staff have not identified any issues with the proposed appointments. They appear to be consistent with the requirements of the KCLS Board of Trustees.

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[2] RCW 27.12.192. https://app.leg.wa.gov/rcw/default.aspx?cite=27.12.192
[3] "About Us," Shorelight website. https://shorelight.com/about

INVITED

- Ranil Herath, Appointee to King County Library System Board of Trustees
- Liz Callahan, Appointee to King County Library System Board of Trustees
- Heidi Daniel, Executive Director, King County Library System
- John Sheller, Government Relations Manager, King County Library System

ATTACHMENTS

1. Proposed Motion 2026-0124
2. Transmittal Letter
3. Proposed Motion 2026-0125
4. Transmittal Letter
5. Board Profile

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2026-0125.1 **Sponsors** Fain

A MOTION confirming the executive's appointment of Liz Callahan, who resides in council district five, to the King County Library System board of trustees.

BE IT MOVED by the Council of King County:

The county executive's appointment of Liz Callahan, who resides in council district five, to the King County Library System board of trustees, for a partial five-year term to expire on January 1, 2031, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

____

Sarah Perry, Chair

ATTEST:

____

Melani Hay, Clerk of the Council

Attachments: None

King County

Metropolitan King County Council
Staff Report

Committee:	Government Accountability and Oversight Committee		
Agenda Items:	5 & 6	**Analyst:**	Gene Paul
Proposed No.:	2026-0124 2026-0125	**Meeting Date:**	August 17, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0124 would confirm the Executive's appointment of Ranil Herath, who resides in Council District 9, to the King County Library System Board of Trustees for the remainder of the five-year term to expire on January 1, 2028.

Proposed Motion 2026-0125 would confirm the Executive's appointment of Liz Callahan, who resides in Council District 5, to the King County Library System Board of Trustees for the remainder of the five-year term to expire on January 1, 2031.

BACKGROUND

Purpose. The King County Library System (KCLS) was established as a rural county library district following a vote of King County residents on November 3, 1942. Over the years, cities and towns throughout the county have voted to annex into KCLS. Currently, KCLS has 50 library locations and serves all of King County except Yarrow Point and Hunts Point. The City of Seattle has a separate library system, but residents of Seattle are allowed to access KCLS collections under reciprocal agreements between the library systems.

The KCLS is governed by the Board of Trustees in accordance with state law.[1] Some of the responsibilities of the board include:

- Hiring and oversight of the KCLS Executive Director, who manages the system's operations;
- Adoption of the annual budget;
- Adoption of long-term strategic plans; and
- Adoption of a capital improvement plan.

[1] RCW 27.12.192. https://app.leg.wa.gov/rcw/default.aspx?cite=27.12.192

Membership. The KCLS is governed by the seven-member Board of Trustees. Board members are appointed by the County Executive and confirmed by the County Council. No member may serve more than two consecutive terms and members of the Board must represent "the geographic diversity of the library district."[2] The members of the board serve without compensation.

APPOINTEE INFORMATION

Ranil Herath. Ranil Herath is the Chief Revenue Officer for Shorelight Education, an organization that connects international students, universities, and service providers to widen access to higher education and support student enrollment and performance.[3] In his application materials, Mr. Herath expressed that he has dedicated his life to education and health, serving as President of a global higher education institution, Vice President at the nation's largest nursing school, and in senior leadership roles at the largest medical school system as well as Harvard Medical School. He has also served on numerous boards and committees, including the Rainier Club, the Salem University Board of Trustees, and the Steering Committee for the Washington State Opportunity Scholarship. Mr. Herath's application materials expressed a commitment to equity in education and a desire to bring his insight, financial acumen, and community-focused leadership to the KCLS Board.

Liz Callahan. Liz Callahan is the founder and principal of Liz Callahan Consulting. According to her application materials, she is an educator, mentor, and business coach. She expressed a belief that access to information is vital to developing critical thinking skills and addressing inequities among communities. Ms. Callahan has worked with Page Ahead Children's Literacy Group to improve access to books for young readers, mentored business founders from non-traditional backgrounds, and advocated for stronger communities. She also has experience in budgeting for both nonprofit and for profit organizations, led a capital campaign for a playground in a city park, and worked on strategic financial plans. She has served on several boards and committees, including the Renton Airport Advisory Committee, the UW-Buerk Center for Entrepreneurship Advisory Board, and Page Ahead Children's Literacy Group.

ANALYSIS

Staff have not identified any issues with the proposed appointments. They appear to be consistent with the requirements of the KCLS Board of Trustees.

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[2] RCW 27.12.192. https://app.leg.wa.gov/rcw/default.aspx?cite=27.12.192
[3] "About Us," Shorelight website. https://shorelight.com/about

INVITED

- Ranil Herath, Appointee to King County Library System Board of Trustees
- Liz Callahan, Appointee to King County Library System Board of Trustees
- Heidi Daniel, Executive Director, King County Library System
- John Sheller, Government Relations Manager, King County Library System

ATTACHMENTS

1. Proposed Motion 2026-0124
2. Transmittal Letter
3. Proposed Motion 2026-0125
4. Transmittal Letter
5. Board Profile

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0141.1 **Sponsors** Perry

A MOTION confirming the executive's appointment of Kevin Kelly, who resides in council district three, to the King County solid waste advisory committee, as a representative from the waste management industry.

BE IT MOVED by the Council of King County:

The county executive's appointment of Kevin Kelly, who resides in council district three, to the King County solid waste advisory committee, as a representative from the waste management industry, for the remainder of a three-year term expiring September 30, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	5-6	**Analyst(s):**	Terra Rose
Proposed No.:	2026-0141 2026-0143	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0141 would confirm the Executive's appointment of Kevin Kelly, who resides in Council District 3, to the Solid Waste Advisory Committee, representing the waste management industry, for a term to expire on September 30, 2028.

Proposed Motion 2026-0143 would confirm the Executive's appointment of Jamie Fleming, who resides in Council District 5, to the Solid Waste Advisory Committee, representing the bargaining unit with the greatest number of Solid Waste Division employees, for a term to expire on September 30, 2028.

BACKGROUND

Purpose. State law[1] requires each county to establish a local solid waste advisory committee to assist in the development of programs and policies concerning solid waste handling and disposal, and to review and comment upon proposed rules, policies, or ordinances prior to adoption.

The King County Solid Waste Advisory Committee (SWAC) was established in code in 1984 to advise and make recommendations to the County Executive and the Council.[2] King County Code (K.C.C.) specifically describes SWAC's "scope and charge" as advising and making recommendations on:

- All aspects of solid waste management planning;
- The development of programs and policies concerning solid waste management;
- Solid waste management rules, policies, or ordinances prior to their adoption; and

[1] RCW 70.95.165
[2] K.C.C. chapter 10.28

- The development of programs and policies that will establish, enhance, and assure utilization of methods for reusing materials that would otherwise be disposed, and in particular to promote use of products manufactured from recycled materials.

The scope and charge have not changed since 2001.[3]

Membership. The SWAC is composed of at least 9 and not more than 20 members representing a variety of interests, including: interested citizens, local elected officials, public interest groups, businesses, the waste management industry, the recycling industry, manufacturers located in the county, and marketing and education interests. K.C.C. requires that the members include one representative from each of the two bargaining units representing the greatest number of Solid Waste Division (SWD) employees, as well as at least one citizen representative who resides within a mile of the property boundaries of the Cedar Hills Regional Landfill.

Nominees are appointed by the Executive and subject to confirmation by the Council. Members serve a term of three years or until their successor is appointed and confirmed. Vacancies are filled for the remainder of the term of the vacant position.

APPOINTEE INFORMATION

Kevin Kelly's application materials indicate that he is currently a Public Sector Manager for Waste Management and formerly was a member of SWAC from 2015 through 2021. The application states that he has worked in the solid waste industry for 14 years in various roles and for different companies and his perspective "spans operational knowledge and industry policy in a way that can bring people together in support of common goals for the King County system."

Jamie Fleming's application materials indicate that she is currently a Business Agent for Teamsters Local 174. The application states that she represents SWD employees.

ANALYSIS

Staff have not identified any issues with the proposed appointments. They appear to be consistent with the requirements of K.C.C.

[3] Ordinance 14199

ATTACHMENTS

1. Proposed Motion 2026-0141-- Kevin Kelly
2. Transmittal Letter for Proposed Motion 2026-0141
3. Proposed Motion 2026-0143 -- Jamie Fleming
4. Transmittal Letter for Proposed Motion 2026-0143

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0143.1 **Sponsors** Fain

A MOTION confirming the executive's appointment of Jamie Fleming, who resides in council district five, to the King County solid waste advisory committee, as a representative from a bargaining unit representing the greatest number of solid waste division employees.

BE IT MOVED by the Council of King County:

The county executive's appointment of Jamie Fleming, who resides in council district five, to the King County solid waste advisory committee, as a representative from a bargaining unit representing the greatest number of solid waste division employees, for the remainder of a three-year term expiring September 30, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None

King County

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	5-6	**Analyst(s):**	Terra Rose
Proposed No.:	2026-0141 2026-0143	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0141 would confirm the Executive's appointment of Kevin Kelly, who resides in Council District 3, to the Solid Waste Advisory Committee, representing the waste management industry, for a term to expire on September 30, 2028.

Proposed Motion 2026-0143 would confirm the Executive's appointment of Jamie Fleming, who resides in Council District 5, to the Solid Waste Advisory Committee, representing the bargaining unit with the greatest number of Solid Waste Division employees, for a term to expire on September 30, 2028.

BACKGROUND

Purpose. State law[1] requires each county to establish a local solid waste advisory committee to assist in the development of programs and policies concerning solid waste handling and disposal, and to review and comment upon proposed rules, policies, or ordinances prior to adoption.

The King County Solid Waste Advisory Committee (SWAC) was established in code in 1984 to advise and make recommendations to the County Executive and the Council.[2] King County Code (K.C.C.) specifically describes SWAC's "scope and charge" as advising and making recommendations on:

- All aspects of solid waste management planning;
- The development of programs and policies concerning solid waste management;
- Solid waste management rules, policies, or ordinances prior to their adoption; and

[1] RCW 70.95.165
[2] K.C.C. chapter 10.28

- The development of programs and policies that will establish, enhance, and assure utilization of methods for reusing materials that would otherwise be disposed, and in particular to promote use of products manufactured from recycled materials.

The scope and charge have not changed since 2001.[3]

Membership. The SWAC is composed of at least 9 and not more than 20 members representing a variety of interests, including: interested citizens, local elected officials, public interest groups, businesses, the waste management industry, the recycling industry, manufacturers located in the county, and marketing and education interests. K.C.C. requires that the members include one representative from each of the two bargaining units representing the greatest number of Solid Waste Division (SWD) employees, as well as at least one citizen representative who resides within a mile of the property boundaries of the Cedar Hills Regional Landfill.

Nominees are appointed by the Executive and subject to confirmation by the Council. Members serve a term of three years or until their successor is appointed and confirmed. Vacancies are filled for the remainder of the term of the vacant position.

APPOINTEE INFORMATION

Kevin Kelly's application materials indicate that he is currently a Public Sector Manager for Waste Management and formerly was a member of SWAC from 2015 through 2021. The application states that he has worked in the solid waste industry for 14 years in various roles and for different companies and his perspective "spans operational knowledge and industry policy in a way that can bring people together in support of common goals for the King County system."

Jamie Fleming's application materials indicate that she is currently a Business Agent for Teamsters Local 174. The application states that she represents SWD employees.

ANALYSIS

Staff have not identified any issues with the proposed appointments. They appear to be consistent with the requirements of K.C.C.

[3] Ordinance 14199

ATTACHMENTS

1. Proposed Motion 2026-0141-- Kevin Kelly
2. Transmittal Letter for Proposed Motion 2026-0141
3. Proposed Motion 2026-0143 -- Jamie Fleming
4. Transmittal Letter for Proposed Motion 2026-0143

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2026-0181.1 **Sponsors** Lewis

A MOTION confirming the executive's appointment of Alice Klein, who resides in council district two, to the King County Access paratransit advisory committee.

BE IT MOVED by the Council of King County:

The county executive's appointment of Alice Klein, who resides in council district two, to the King County Access paratransit advisory committee, for the remainder of a two-year term to expire on December 31, 2026, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	7	**Analyst(s):**	Mary Bourguignon
Proposed No.:	2026-0181	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0181 would confirm the appointment of Alice Klein, who resides in District 2, to the Access Paratransit Advisory Committee (APAC) for the remainder of a two-year term to expire on December 31, 2026.

BACKGROUND

PURPOSE. The APAC is established in the King County Code (K.C.C. 2.124.010) to advise Metro, the Executive, and the Council on issues related to Access paratransit.

MEMBERSHIP. The APAC is to have at least nine members appointed by the Executive and confirmed by the Council to two-year terms. Membership is to consist of Access paratransit riders and their family members, as well as representatives of organizations that support or provide services to current or potential Access paratransit riders, including riders with limited English proficiency.

APPOINTEE INFORMATION

Ms. Klein, who is a Seattle resident, is the Program Lead for the Washington State Department of Services for the Blind. She served on Metro's Future of Paratransit Mobility Board, which interested her in continuing to support Metro in addressing community concerns about paratransit, particularly as paratransit affects blind, DeafBlind, and low-vision riders.

ANALYSIS

Staff have not identified any issues with the proposed appointment. It appears to be consistent with the requirements of K.C.C. 2.124.010.

ATTACHMENTS

1. Proposed Motion 2026-0181
2. Transmittal Letter
3. APAC Board Profile

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0182.1 **Sponsors** Balducci

A MOTION confirming the executive's appointment of Priscilla Wong, who resides in council district six, to the King County Access paratransit advisory committee.

BE IT MOVED by the Council of King County:

The county executive's appointment of Priscilla Wong, who resides in council district six, to the King County Access paratransit advisory committee, for the remainder of a two-year term to expire on December 31, 2027, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: None

King County

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	8	**Analyst(s):**	Mary Bourguignon
Proposed No.:	2026-0182	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0182 would confirm the appointment of Priscilla Wong, who resides in District 6, to the Access Paratransit Advisory Committee (APAC) for the remainder of a two-year term to expire on December 31, 2027.

BACKGROUND

PURPOSE. The APAC is established in the King County Code (K.C.C. 2.124.010) to advise Metro, the Executive, and the Council on issues related to Access paratransit.

MEMBERSHIP. The APAC is to have at least nine members appointed by the Executive and confirmed by the Council to two-year terms. Membership is to consist of Access paratransit riders and their family members, as well as representatives of organizations that support or provide services to current or potential Access paratransit riders, including riders with limited English proficiency.

APPOINTEE INFORMATION

Ms. Wong is a resident of Redmond and a former Access paratransit rider who is in the process of being recertified for Access use. She is interested in serving on APAC to help improve paratransit services and improve the independence of people with disabilities. As noted, Ms. Wong's appointment would be for the remainder of a two-year term to expire on December 31, 2027.

ANALYSIS

Staff have not identified any issues with the proposed appointment. It appears to be consistent with the requirements of K.C.C. 2.124.010.

ATTACHMENTS

1. Proposed Motion 2026-0182
2. Transmittal Letter
3. APAC Board Profile

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0202.1 **Sponsors** Fain

A MOTION relating to public transportation; acknowledging receipt of the Cashless Fare Engagement Report submitted in response to the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P10.

WHEREAS, the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P10, states that $100,000 shall not be expended or encumbered until the executive transmits a cashless fare engagement report and a motion that acknowledges receipt of the report is passed by the council, and

WHEREAS, Ordinance 20023, Section 116, Proviso P10 directs that the report shall include, but not be limited to, the following:

A. A summary of the engagement efforts the Metro transit department has taken to ensure that transit riders who may face barriers to a cashless transition are prepared for the proposed transition to a system in which cash fares are no longer accepted on board buses, including but not limited, to:

1. Outreach to seniors, particularly those living independently, to provide, promote, and educate on the use of the regional reduced fare permit ORCA card that offers reduced fares for seniors and people with disabilities;

2. Outreach to low-income people to provide, promote, and educate on the use of the ORCA LIFT low-income fare card that offers reduced fares for people with

incomes at or below two hundred percent of the federal poverty level;

3. Multilingual outreach to multilingual communities, including coordination with community-based organizations to provide, promote, and educate on income- and age-appropriate ORCA fare cards; and

4. Coordination with human services agencies that purchase fare payment media from the Metro transit department under the program authorized at K.C.C. 4A.700.210 on alternative fare media for that program; and

B. An update on the proposed timeline to a system in which cash fares are no longer accepted on board buses, including the specific achievements the Metro transit department plans to complete prior to presenting a formal proposal to the King County council, which could include an open payment system using mobile phone wallets to pay fares rather than requiring an ORCA fare card, developing virtual ORCA cards that can be installed on mobile phones, expanding the ORCA retail network to provide more locations where transit riders without access to the internet can add value to a fare card, and installing ticket vending machines where transit riders can purchase bus passes, and

WHEREAS, the executive should file the report and motion required by this proviso no later than July 30, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the transportation, economy, and environment committee, and

WHEREAS, the Metro transit department has compiled the required information and the executive has transmitted the Cashless Fare Engagement Report by July 30, 2026, which is included as Attachment A to this motion;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The council hereby acknowledges receipt of the Cashless Fare Engagement Report, Attachment A to this motion, as required by Ordinance 20023, Section 116, Proviso P10.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Sarah Perry, Chair

ATTEST:

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Melani Hay, Clerk of the Council

Attachments: A. Cashless Fare Engagement Report

Cashless Fare Engagement Report

July 2026

King County

I. Summary

Metro has policy direction to transition to cashless payment on board buses. This report details the planning, research, community engagement and implementation of this transition while utilizing Metro's Mobility Framework. The framework centers community voices and demonstrates Metro's commitment to amplifying the voices of priority populations, including those affected by racism, bias, poverty, language diversity, disability, or immigration status. Throughout the cashless on-board transition, Metro has engaged priority populations in its decision-making and planning processes. Community engagement has occurred through advisory groups, workshops, focus groups, surveys and direct conversations with agencies serving priority populations.

Engagement has focused on hearing from those most impacted by the cashless on-board transition—seniors, low-income individuals, multilingual riders, and service agencies that use the Human Service Bus Ticket (HSBT) program. Their feedback has informed Metro's plans to deliver on a series of milestones before it ceases accepting cash on board buses. The priority populations have identified the following as the most important milestones:

- Restart fare inspection and implement fare education (complete)
- Launch payment via physical or virtual credit by tapping on the ORCA reader (complete)
- Launch virtual ORCA cards on all major cellular mobile devices
- Expand the ORCA Retail Network and ways for riders to pay their fare with cash at off-board bus locations[1]
- Address identified barriers to reduced fare programs by implementing program design and eligibility changes
- Modernize the Human Service Bus Ticket (HSBT) program and develop an alternative to paper tickets
- Develop and implement a marketing and communications campaign that prioritizes priority populations and riders who are primarily cash-dependent

In this biennium, Metro is supporting outreach to priority populations and partnering with Community-Based Organizations (CBOs) on fare education. Metro is now developing a communications strategy and fare education approach to support priority populations as they transition to cashless on-board fare payment.

Metro is taking a milestone-based approach to the cashless on-board transition, informed by community feedback. Metro is working to complete each of the milestones provided by community before the final phase of the transition is complete, which would be when Metro stops accepting cash on-board buses and removal of cash fare boxes on board. Metro expects to complete these commitments no sooner than late 2027.

II. Background

Implementing a cashless on-board fare payment system is a component of Metro's strategy to improve bus speed and reliability. Metro Connects, Metro's long-range plan adopted by Ordinance 19367 in 2021, envisions a future "system without cash payment on board buses, paper tickets, and paper transfers." This vision sees the elimination of on-board cash collection through a conventional farebox system. Cash would remain a viable fare payment option for riders at off-board ticket vending machines, Metro Customer Service Centers, and third-party retail points of sale. The removal of on-board cash fare payment is anticipated to speed boarding, improve safety for operators, reduce cash processing costs, and address aging fareboxes which are expensive to maintain with parts no longer available.

In Metro's 2022 proviso response (The Future of Metro Transit Department's Fare Collection System, adopted via Motion 16152[1]), Metro detailed the state of the current fare payment system and identified initial aspects of what moving to a cashless on-board fare payment system may require. This led to the establishment of the Fares Cabinet and Partner Review Board. The purpose of the cabinet is to engage the community in planning for a cashless on-board transition. The Partner Review Board engaged advocacy, human service agencies, and Council staff to provide input on and stay connected to Metro's planning effort.

Metro partnered with priority populations, including those affected by racism, bias, poverty, language diversity, disability, and/or immigration status, in 2024 and 2025 to discuss what was needed to support riders during a cashless on-board transition. Through these discussions, the community emphasized that Metro's efforts must remain flexible and adaptable as resources change, technology advances, and the community's fare payment needs continue to evolve.

Metro is working towards a fare system that makes paying for transit easy, fair, and affordable. Metro's fare policy strategy is influenced by community guidance, current policy direction, and regional coordination. More information about Metro's fare policy vision and strategy are shared in Appendix A.

III. Report Requirements

A. Summary of the Engagement Efforts Related to the Cashless On-board Transition

Metro is dedicated to elevating the voices of priority populations and has prioritized their engagement in decision-making and planning. The department will continue to engage these groups as it implements activities and commitments identified in the cashless on-board transition planning. These efforts include discussions on how to maintain transit access and offer expanded fare payment options when cash is no longer accepted on board buses. The following section describes how Metro has engaged the community and plans to conduct outreach to priority populations.

Engagement During Decision-making and Planning

Fare Collection Stakeholder Advisory Group (2021)

[1] Motion 16152, adopted 7/5/22. [LINK]

As part of developing "The Future of Metro Transit Department's Fare Collection System" report, Metro convened a Stakeholder Advisory Group made up of representatives from 24 CBOs that provide direct services, with a focus on those that are led by and for Black, Indigenous, People of Color, immigrants and refugees, multilingual people, people with low and/or no incomes, and/or people with disabilities (a list of participating organizations is included as Appendix B).

The Stakeholder Advisory Group analyzed and recommended alternatives to on-board cash fare payment. The group focused on methods that do not rely on cash payment while considering potential impacts on equity, both positive and negative. The Stakeholder Advisory Group met three times between September and October 2021. The group shared feedback on the financial, technological and cultural barriers their clients face when using public transportation and paying fares. They also shared ideas on ways Metro can support riders in a cashless fare payment system.

Cashless On-board Transition Planning (2024 to 2025)
Since 2024, Metro has worked with priority populations to plan for a cashless on-board transition. Riders and CBOs were engaged to discuss and share feedback on:

- The barriers cash-dependent riders may face when cash is no longer accepted on board buses
- Priority strategies to address the identified barriers for cash-dependent riders
- Ways to support cash-dependent riders in accessing non-cash fare payment options on board, or to use cash to pay their fare off-board
- A phased approach to implementation with performance measures for Metro to track progress and inform when the department is ready to discontinue cash on-board fare payment

Engagement on the cashless on-board transition process occurred in the following ways.

- Fares Cabinet: In 2024, Metro convened a group of community members from priority populations who have diverse experiences with transit. The group's goal was to support the development of Metro's cashless on-board transition process by identifying barriers riders might face. The members helped prioritize these barriers, align Metro's available tools to address them, and develop transition milestones.

- Fares Partner Review Board: In 2024, Metro convened the Fares Partner Review Board. The group consisted of CBOs, Jurisdictional Partners, and County Council staff members (see Appendix C for participants). The board guided the development of the cashless on-board transition by reviewing all content that the Fares Cabinet was working on and provide feedback from their perspective as organizations that support priority population groups.

- Additional CBO Engagement: Metro engaged with CBOs serving specific priority population groups. The CBOs provided feedback specific to the groups they serve and how they might be affected by a cashless on-board transition.

Outreach to Priority Populations

Metro's 2026-27 biennial budget included investments to support outreach to priority populations and partnerships with CBOs to provide fare education. These efforts will support riders and prepare them for a transition to cashless on-board fare payment. Metro is developing a communication strategy and a fare education plan to help the most cash-dependent transit riders switch to cashless payments. In 2026, Metro is partnering with multilingual CBOs to develop fare education materials and outreach toolkits, and in 2027 will focus on community outreach. Additionally, Metro is partnering on with the Regional ORCA Operations Team (ROOT) and regional peer transit agencies on outreach to priority populations regarding cashless payment options. Part of this outreach includes informing riders how to enroll in and use various reduced fare programs, including ORCA LIFT, the Regional Reduced Fare Program, the Subsidized Annual Pass, and the Human Service Bus Ticket (HSBT) Program[3].

Metro will continue to work with the community to develop and refine an outreach strategy that supports priority populations.

Seniors

Seniors have been engaged in planning for the cashless on-board transition and in discussions about improving access to reduced-fare options. Several Fares Cabinet members are seniors or work closely with seniors.

Metro frequently conducts outreach to seniors to help them access the Regional Reduced Fare Permit (RRFP) program. Outreach to seniors includes community events where they can receive an RRFP ORCA card, as well as marketing and communications materials. Metro also works with CBOs that partner with organizations working with and serving seniors, including the Asian Counseling and Referral Service and Disability Rights WA.

One Metro program that continues to engage seniors is Neighborhood Pop Up (NPU). Formerly known as ORCA To-Go, NPU brings Metro's pass sales and customer service directly into local communities. At the NPU mobile customer service event, Metro staff assist riders with applying for reduced fare programs; purchasing, loading, and managing ORCA cards; and providing trip-planning and transit schedule information. NPU is particularly successful in reaching seniors and people with disabilities, who make up about 65% of those served. NPU works closely with local senior centers, transitional programs, and senior housing communities to reach community where they are and expand access to fare payment options.

Low-income

Low-income riders have been engaged in developing the cashless on-board transition plan and in conversations about improving access to reduced fares. Several Fares Cabinet members are low-income, and many of the organizations on the Fares Partner Review Board work with low-income community members (e.g., Low Income Housing Institute, Issaquah Food and Clothing Bank, Meals Partnership Coalition, and the Seattle King County Coalition on Homelessness). In addition to cashless engagement, Metro continues to reach out to riders with low incomes to improve access to and increase the affordability of reduced fares.

Reduced Fare Simplification

In 2024, Metro established a process to identify innovative solutions for reduced fare offerings. The process included collaboration with the seven ORCA transit agencies, riders and supporting CBOs. The process reimagined how reduced fare products are used and administered. Both qualitative and quantitative research methods were used to engage priority populations. First, Metro administered a survey to gather quantitative data on riders' experiences, including trends in how they pay for and value transit and reduced-fare programs. Additionally, Metro gathered qualitative data from 15 focus groups on the challenges and opportunities in reduced-fare programs.

The information from the survey and focus groups was used as input for a two-day workshop on September 30 and October 1, 2024. Over 65 participants attended, including riders who use reduced fare products and transit benefits, representatives of CBOs that manage and distribute reduced fare products, employees of transit agency partners, and King County Metro employees. Rider and human/community service attendees were compensated for their time.

Workshop participants identified four areas to improve Metro's reduced fare programs:

1. Make it easier for reduced-fare riders to become eligible and enroll in reduced-fare programs.
2. Make it easier for organizations and agencies to purchase bulk transit fares for riders by improving the ORCA Business account user interface and developing a new option for short-term/limited-use fare media.
3. Improve rider access and information by simplifying the regional fare structure and centralizing fare communications
4. Ensure that fare options align with fare enforcement changes.

Neighborhood Pop Up (NPU)
In addition to supporting seniors, NPU also engages with low-income riders and partners with Metro's Reduced Fares Teams and King County Public Health to host outreach events. At NPU events, riders can replace lost or damaged ORCA LIFT cards and receive information and referrals to income-based ORCA programs.

Multilingual Communities and Multilingual Outreach
Metro consistently engages with and offers outreach to multilingual communities. Metro produces materials in multiple languages, provides interpretation services, and partners with a variety of organizations to connect with multilingual communities. Outreach and communication regarding the transition to cashless on-board fare payment will take multilingual needs into account.

Multilingual riders have been engaged in developing the cashless on-board transition and the conversations about improving access to reduced fares. Several Fares Cabinet members and many of the organizations on the Fares Partner Review Board are multilingual and work closely with multilingual community members (e.g., World Relief, Casa Latina, and Refugee Women's Alliance).

Metro considers language access when developing communications and marketing efforts to inform riders about major changes to the transit system. Metro's communication and marketing tactics approach language access by centering the needs of multilingual communities from the outset of each project. For every campaign, Metro assesses languages spoken via census reports to determine translation needs. Metro collaborates on translation and transcreation with language service providers within identified language communities, uses icons in graphics and signage, places in-language advertisements, and works with media outlets that reach specific communities or cultural groups.

Community Mobility Program
Metro's Transportation Demand Management Team operates the Community Mobility Program (CMP). This program focuses on reaching priority populations and those historically excluded from

transit engagement and communications. These programs collaborate with specific CBOs to deliver targeted, in-language, and culturally competent transit education and information tailored to the needs of the communities they serve. In 2026, CMP will work with four CBOs to develop fare education materials to encourage riders to use non-cash fare payment options. These materials will be in-language and support future outreach events, trainings, and education efforts in 2027.

Coordination with Human Service Agencies that Purchase Fare Payment Media in the Human Service Bus Ticket Program

Metro received funding in the 2026-27 biennium to test and develop alternatives to paper tickets, including options to replace the paper tickets used in the HSBT program. Metro has been engaging with and working with human service agencies participating in the program and HSBT recipients to improve the program and make reduced-fare ORCA products more accessible.

HSBT Program Focus Groups (2024 and 2025)

In 2024, Metro conducted focus groups with 44 human service agency staff members (representing 23 different agencies) who participated in the HSBT program. In these discussions, Metro heard that transit access is essential for this community of riders who need to travel outside of King County and are often hesitant to share personal information[4]. Metro also conducted focus groups with HSBT riders in 2025 in collaboration with two HSBT participating agencies (Aurora Commons and Villa Comunitaria). In these focus groups, riders shared that tickets are an essential lifeline for accessing school, work, appointments, human service agencies and various social interactions. Riders shared that there is confusion around which transit agencies accept these tickets and a feeling of being judged for using paper tickets.

HSBT ORCA Modernization Pilot (2025 and 2026)

In 2025, Metro launched an ORCA modernization pilot with 11 HSBT agencies to inform the design of a future approach that works for riders who are low-income and/or unhoused. This pilot was built on learnings from the 2020-21 Human Service ORCA LIFT demonstration project. The first phase of the ORCA modernization pilot was completed in March 2026, and the second phase is in development. Participating HSBT agencies received access to ORCA business accounts, allowing them to purchase and load fare products on ORCA cards for their clients. These agencies were able to purchase 4-ride and 20-ride passes at the HSBT pricing. While considering needs of the HSBT agencies, the pilot is evaluating:

- how use of the business account platform can be simplified,
- what kind of ORCA products work best,
- if this type of program is sustainable for King County Metro and partners, and
- if this type of program minimizes on-board cash fare payment.

Fares Partner Review Board (2024 to 2026)

Metro will continue engaging and communicating with HSBT agencies to develop solutions to improve the delivery of the HSBT program through ORCA. Metro also seeks to find a replacement for paper tickets, ahead of the transition away from cash and paper tickets on Metro buses. Any significant changes to the HSBT program will involve feedback and input from participating agencies and will be communicated in advance as the program evolves.

B. Update on the Proposed Timeline in Which Cash Fares Are No Longer Accepted On Board Buses

Community feedback was clear that no single tool or strategy alone addresses the varied and significant barriers cash-paying riders may encounter when transitioning to a cashless on-board fare payment system. Therefore, Metro is committed to implementing tools and strategies that collectively address the barriers faced by different cash-paying riders. Many of the identified tools and strategies improve Metro's fare payment system, regardless of whether cash is accepted on the bus. Implementing these strategies will continue to make it easier for all riders to access and use transit.

In discussions with the Fares Cabinet, the Fares Partner Review Board, and Metro staff, the following milestones were identified as critical to Metro's transition to a cashless on-board fare payment system:

- Restart fare inspection and implement fare education (launched May 2025)
- Launch payment via physical or virtual credit by tapping on the ORCA reader, so riders maintain an option to pay on-board (launched February 2026)
- Launch a virtual ORCA card on all major cellular mobile devices
- Expand the ORCA Retail Network and ways for riders to pay their fare with cash at off-board locations
- Address identified barriers to reduced fare programs by updating program design and eligibility changes (e.g., improve consistency of reduced fare information, deepen partnerships with CBOs to support reduced fare riders enrolling, and expanding access to ORCA LIFT for low-income riders)
- Modernize the HSBT program and develop an alternative to paper tickets
- Develop and implement a marketing and communications campaign that prioritizes priority populations and riders who are primarily cash-dependent

In addition to these milestones, Metro plans to implement additional community-prioritized strategies. These strategies build on the milestones, ensuring a more effective transition that supports the most transit-dependent riders' access to transit and their ability to pay the right fare. These strategies are described in Appendix D.

Timing for implementing remaining milestones is contingent on multiple factors, including regional transit partner alignment, ORCA and other technology improvements, and product changes. The earliest Metro estimates the major milestones will be delivered is late 2027.

KCC 4A.700.010 currently reads "A fare ...is paid when a person pays the appropriate amount in cash or presents an appropriate pass, transfer, or other fare payment media". The Council would need to approve revisions to remove reference to cash and transfers as an accepted form of fare payment before Metro could stop collecting cash fares on board.

IV. End Notes

[1] The ORCA Retail Network is a collection of local businesses, grocery stores, and gas station convenience stores where riders can purchase and load funds onto an ORCA card.

[2] Ordinance 19210

[3] The Human Services Bus Ticket Program (HSBTP) provides subsidized bus tickets to eligible human service agencies serving persons who are low-income and/or are experiencing homelessness. Agencies can apply for the program through an annual application process administered by the Department of Community and Human Services (DCHS). Agencies awarded an allocation pay approximately 10 percent of the ticket value, with King County Metro covering the remaining 90 percent.

[4] Riders using Human Service Bus Tickets receive a paper transfer on Metro and can transfer to a different Metro bus within the two-hour transfer window. Transfers to other transit agencies, such as Sound Transit, Community Transit, or Pierce Transit, are not accepted. While Sound Transit offers Human Service Bus Tickets, they are different from Metro bus tickets, and a rider needs both tickets to make trips on Metro buses and Sound Transit Link light rail.

V. Appendix A

Metro's fare policy strategy is guided by a vision of making a fare system that is easy, fair, and affordable. This vision strives to ensure:

- It is **easy** for riders to pay the right fare, easy for businesses to cover transit costs for users, and easy to travel seamlessly in the region.
- Everyone pays a **fair** share to fund transit service, and expectations are clear and consistent for all riders.
- It is **affordable** for customers to ride transit, and affordable for Metro to operate the transit system.

Metro's fare policy strategy was developed in the context of community guidance, existing policy, and regional coordination.

Community guidance
Community feedback on fare policy strategy focuses on:

- Invest upstream where needs are greatest
- Prioritize awareness, access and ease of use

Existing policy
County policy provides guidance and priorities for Metro's fare policy strategy, including:

- Taking an income-based approach to fares, and prioritizing equitable access, meeting revenue targets, and regional alignment
- Preparing for a future without on-board cash fare payment
- Following the Executives' stated priorities of
  - Breaking the cycle
  - Building for affordability
  - Be in community
  - Better government

Regional coordination
Over the course of four meetings, leaders representing eight public transit agencies gathered for the 2025 Regional Fare Forum. The meetings focused on simplifying transit fares, improving reduced fare programs and equitable access, and delivering new features via the ORCA regional fare payment system. The goal of the 2025 Regional Fare Forum was to generate a roadmap for regional coordination, fare structures, and policy making over the next decade.

The forum prioritized three outcomes for the region to focus on, including:

- Prioritize eligibility and enrollment so that enrolling in reduced fare programs and the enrollment requirements and documentation are simple.
- Prioritize alignment so that fares are structured in a way that is easy to understand and navigate.
- Prioritize affordability so that Transit fares are affordable, and riders who need fare assistance have easy access.

To achieve Metro's fare policy strategy, the department is working to create a future fare payment system where all riders have choices and options that work for them. Implementing efforts to raise awareness of fare options, making reduced fares more accessible and affordable, and offering new ways for organizations to sponsor and distribute fares to the communities they serve will significantly improve riders' ability to access transit. By prioritizing people who currently have the fewest options and pathways, Metro is not only preparing riders for cashless on-board fare payment but also developing a pathway to offer an equitable and accessible fare system.

VI. Appendix B

List of Community-Based Organizations that participated in the engagement process to support the development of "The Future of Metro Transit Department's Fare Collection System."

- Alliance of People with disAbilities
- API Chaya
- Asian Counseling and Referral Service
- Byrd Barr Place
- Catholic Community Services
- Chief Seattle Club
- Elizabeth Gregory Home
- Entre Hermanos
- Eritrean Association in Greater Seattle
- Evergreen Services' REACH Program
- International Rescue Committee
- Issaquah Food & Clothing Bank
- Lifelong
- Low Income Housing Institute
- Millionaire Club Inc. DBA Uplift Northwest
- POCAAN
- Real Change
- Recovery Café
- Refugee Women's Alliance
- Sea Mar Community Health Centers
- Teen Feed Service Links for Youth
- University District Food Bank
- Weld Seattle

VII. Appendix C

List of Community-Based Organizations and jurisdictional partners who participate on the Fares Partner Review Board and shared feedback on the cashless on-board transition planning.

- Alliance of People with disAbilities
- API Chaya
- Asian Counseling and Referral Services
- Byrd Barr Place
- Casa Latina
- Catholic Community Services
- Chief Seattle Club
- Commute Seattle
- Disability Rights WA
- Downtown Seattle Association
- Elizabeth Gregory Home
- El Centro de la Raza
- Eritrean Association in Greater Seattle
- Evergreen Services' REACH Program
- Fare Start
- Gay City
- Global to Local
- Health Point - Tukwila
- Homeless Riders Coalition
- International Community Health Services
- International Rescue Committee
- Issaquah Food & Clothing Bank
- Lifelong
- Low Income Housing Institute
- Meals Partnership Coalition
- Millionaire Club Inc. DBA Uplift Northwest
- Mobility Justice
- NeighborCare
- POCAAN
- Real Change
- Recovery Cafe
- Refugee Women's Alliance
- SAGE
- Seattle Children's Hospital
- Seattle King County Coalition on Homelessness
- Sea Mar Community Health Centers
- Transportation Choices Coalition
- Trac and Associates
- University of Washington
- Within Reach
- World Relief Seattle

VIII. Appendix D

Recommendations from the Fares Cabinet and the Fares Partner Review Board for Metro to pursue to support riders in the cashless on-board transition. Priority was determined by which recommendations best address barriers faced by priority populations impacted by going cashless.

Recommendations		Priority
1	Restart fare inspection and implement fare education	Milestone
2	Develop and roll out open payment on ORCA	Milestone
3	Develop and roll out virtual ORCA card across all mobile platforms	Milestone
4	Significantly expand the ORCA retail network	Milestone
5	Pursue and implement concepts developed through the Reduced Fares Simplification design effort	Milestone
6	Modernize the Human Service Bus Ticket Program	Milestone
7	Develop and implement a marketing and communications fares campaign geared towards priority populations and riders who are primarily cash-dependent	Milestone
8	Conduct continued community engagement on the implementation of the cashless on-board transition and develop accountability structures	High
9	Expand Community-Based Organization (CBO) transit education and Community Navigator programs to focus on riders who will be significantly impacted by the transition to cashless on-board payment	High
10	Develop and update customer communications to support easy access to fare information	High
11	Restart the in-person Neighborhood Pop Up and expand its ability to reach priority communities	High
12	Pilot and expand Metro Ticket Vending Machines (TVMs) to key transit locations in King County	High
13	Continue offering in-person and over-the-phone fare payment support through Metro's customer service	Medium
14	Continue the Fare Ambassadors program to offer in-person support at Metro transit facilities	Medium
15	Develop and implement fare capping	Medium
16	Lengthen the ORCA transfer window	Medium
17	Consider how to expand ORCA Business Programs (Passport, Choice, and Seasonal) to support current cash-paying riders	Medium
18	Continue to operate the Transit Go Ticket App and consider ways to expand its reach and use	Medium
19	Develop Transportation Demand Management efforts to support behavior change for riders who currently pay cash to utilize non-cash fare payment options	Medium
20	Change ORCA card fees and minimum load amount requirements	Medium
21	Pursue opportunities to expand the Health Through Housing program and the universal basic mobility options being tested	Medium
22	Develop additional alternative fare media options for riders	Low
23	Allow for customizable or limited-edition ORCA cards	Low
24	Offer Wi-Fi on board buses	Low

Metropolitan King County Council
Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	13	**Analyst(s):**	Mary Bourguignon
Proposed No.:	2026-0202	**Meeting Date:**	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0202 would acknowledge receipt of the Cashless Fare Engagement Report, which was required by a budget proviso.

LEGISLATION SUMMARY

Metro has been working to transition to cashless on-board bus fare payment since the launch of the multi-agency ORCA fare card in 2009, stating that cashless on-board fare payment promotes reliability, by allowing faster passenger boarding; promotes equity, by enabling passengers to transfer between bus and light rail and to use a reduced-fare ORCA card if applicable; and saves money, by eliminating the need to maintain physical fareboxes and count cash. In 2021, the Council affirmed the policy goal of moving to cashless on-board fare payment as part of the Metro Connects long-range plan.

The 2026-2027 budget proposed $3.9 million and 7.0 TLTs to support Metro's transition to cashless on-board fare payment. In response, the Council added a proviso requesting a report on Metro's engagement with priority populations and timeline to cashless payments. Proposed Motion 2026-0202 would acknowledge receipt of the proviso report.

KEY ISSUES FROM THE ANALYSIS

The report as transmitted appears to respond to the proviso requirements.

A. **Through past and planned engagement, Metro indicates it can address barriers to the cashless transition.** The report describes Metro's engagement with seniors, low-income people, multilingual communities, and human services agencies, focusing on ways to address barriers by helping eligible riders obtain reduced-fare ORCA cards.

B. **Metro states late 2027 is earliest for cashless on-board fare payment, but Council action would be required.** The report identifies major milestones that must be met and notes that the earliest possible date for the transition would be late 2027. The report acknowledges that Council action via a Code change ordinance would be required to remove cash as an allowed fare payment medium on board buses.

BACKGROUND & TIMING CONSIDERATIONS

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Metro fare payment media. The King County Code sets fares for Metro's services[1] and also defines how riders can pay their fare on board a bus: by using cash, a pass, a transfer, or other fare payment media.[2]

In 2009, a coalition of local transit agencies[3] launched the ORCA card, an electronic fare payment card for any of the participating agencies' services that provides free transfers between agencies, such as between a Metro bus and Sound Transit's Link light rail.[4] As of early 2026, the ORCA system also allows riders to use a credit card to tap to pay transit fare at any ORCA reader.[5]

Move to cashless on-board payment. Since the launch of the ORCA card in 2009, Metro has been planning to move toward cashless on-board payments, stating that cashless on-board fare payments:

- **Promote reliability,**[6] by allowing faster passenger boarding, as tapping to pay with an ORCA card (or credit card) is quicker than feeding cash into a farebox.
- **Promote equity,** by enabling passengers to transfer between bus and light rail and to use a reduced-fare ORCA card (such as an ORCA LIFT[7] card for low-income passengers or a Regional Reduced Fare Permit (RRFP) ORCA[8] for seniors or people with disabilities) if applicable.
- **Save money**, by eliminating the need to maintain physical fareboxes and count cash.[9]

Metro has reported that cash use on board buses has steadily declined over the last decade, from $31 million in 2014, to $19 million in 2019, to $8 million (or 18% of all fare revenue) in 2021.[10] Metro has not yet compiled information about cash usage following the launch of tap-to-pay in early 2026.

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[1] K.C.C. 4A.700.010.A and K.C.C. 4A.700.820
[2] K.C.C. 4A.700.010.B
[3] The ORCA partner agencies are Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit, Sound Transit, Washington State Ferries, Seattle Center Monorail, and Seattle Streetcar (link).
[4] ORCA cards do not provide free transfers to Washington State Ferries or Kitsap fast ferries.
[5] Riders who use the tap-to-pay feature with a credit card (rather than an ORCA card) pay the full adult fare. More information about tap-to-pay functionality can be found here: link.
[6] For Metro, "reliability" means that buses run predictably and on schedule. Reliability is one of the metrics measured for each route in the annual System Evaluation report, which is required as part of the adopted Service Guidelines (Ordinance 19367).
[7] ORCA LIFT is available for people with incomes at or below 200% of the federal poverty level. The ORCA LIFT fare is $1, compared with the $3 full fare (link).
[8] RRFP ORCA is available for riders 65+, riders with disabilities, and Medicare card holders. The RRFP LIFT fare is $1, compared with the $3 full fare (link).
[9] In 2024, Metro spent approximately $4 million to maintain fareboxes and handle and count cash collected.
[10] Motion 16152, Attachment A, page 6

In 2021, the Council affirmed the policy goal of moving to cashless on-board fare payment as part of the Metro Connects long-range plan.[11] At the same time, as part of the 2021-2022 biennial budget, the Council requested a report on the future of Metro's fare collection system, with a particular focus on the community engagement Metro was undertaking to ensure that the needs of people who could be adversely impacted by the transition to cashless on-board payment were taken into account.[12]

The 2026-2027 budget proposed $3.9 million and 7.0 TLTs to support Metro's ongoing transition to cashless on-board fare payment, with the expectation that the full transition to cashless on-board fare payment would occur during the 2026-2027 biennium. In response, the Council added a proviso requirement to the 2026-2027 budget ordinance, asking Metro to prepare a Cashless Fare Engagement Report.[13]

P10 PROVIDED FURTHER THAT:

Of this appropriation, $100,000 shall not be expended or encumbered until the executive transmits a cashless fare engagement report and a motion that should acknowledge receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance, ordinance section, and proviso number in both the title and body of the motion.

The cashless fare engagement report shall include, but not be limited to, the following:

A. A summary of the engagement efforts the Metro transit department has taken to ensure that transit riders who may face barriers to a cashless transition are prepared for the proposed transition to a system in which cash fares are no longer accepted on board buses, including, but not limited, to:

1. Outreach to seniors, particularly those living independently, to provide, promote, and educate on the use of the regional reduced fare permit ORCA card that offers reduced fares for seniors and people with disabilities;

2. Outreach to low-income people to provide, promote, and educate on the use of the ORCA LIFT low-income fare card that offers reduced fares for people with incomes at or below two hundred percent of the federal poverty level;

3. Multilingual outreach to multilingual communities, including coordination with community-based organizations to provide, promote, and educate on income- and age-appropriate ORCA fare cards; and

4. Coordination with human services agencies that purchase fare payment media from the Metro transit department under the program authorized at K.C.C. 4A.700.210 on alternative fare media for that program; and

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[11] Ordinance 19367, Attachment C, p. 49. As of 2021 (Motion 16152), Metro stated that its fareboxes had reached the end of their useful life and would be able to be maintained only for as long as Metro had spare parts on hand.
[12] Motion 16152 (link)
[13] Ordinance 20023, Section 116, Proviso P10

B. An update on the proposed timeline to a system in which cash fares are no longer accepted on board buses, including the specific achievements the Metro transit department plans to complete prior to presenting a formal proposal to the King County council, which could include an open payment system using mobile phone wallets to pay fares rather than requiring an ORCA fare card, developing virtual ORCA cards that can be installed on mobile phones, expanding the ORCA retail network to provide more locations where transit riders without access to the internet can add value to a fare card, and installing ticket vending machines where transit riders can purchase bus passes .

The executive should electronically file the report and a motion required by this proviso by July 30, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the transit, economy, and environment committee, or its successor.

ANALYSIS

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The report as transmitted appears to respond to the proviso requirements.

Key Issue A. Through past and planned engagement, Metro indicates it can address barriers to the cashless transition. In response to Section A of the proviso requirement, the report outlines the engagement Metro has conducted to address the needs of riders who may face barriers with a cashless on-board fare payment system, including convening: a Fare Collection Stakeholder Advisory Group made up of representatives from 24 community-based organizations; a Fares Cabinet made up of representatives from priority populations; a Fares Partner Review Board that consisted of community-based organizations, jurisdictional partners, and County Council staff members; and the Regional Fare Forum, that consisted of representatives from each of the ORCA partners, that met to plan for the next decade for the regional fare system.

In response to the proviso requirement that Metro describe its engagement with specific communities of transit riders who may face barriers to the transition to a cashless on-board payment system and to help prepare them for the transition, the report describes Metro's engagement with:

- **Seniors.** The report notes that several Fares Cabinet members are seniors or work closely with seniors. The report states that Metro's primary approach to help seniors overcome barriers to a cashless on-board payment system is to offer opportunities to receive an RRFP ORCA, which provides a reduced fare for seniors and people with disabilities. The report describes Metro's approach of holding Neighborhood Pop Up events at local senior centers and senior housing communities to help seniors obtain, learn to use, and load money onto RRFP ORCA cards.

- **Low-income people.** The report notes that several Fares Cabinet members are low-income and that many of the organizations on the Fares Partner Review Board work with low-income community members. The report states that Metro has focused on simplifying its reduced fare system to make it easier for low-income people to become eligible for and enroll in reduced-fare programs and to make it easier for organizations and agencies to purchase bulk transit fares for their clients through the ORCA Business Passport program. The report also describes how Metro has used Neighborhood Pop Up events to engage with low-income riders and the organizations that serve them.

- **Multilingual communities.** The report notes that several Fares Cabinet members and many of the organizations on the Fares Partner Review Board are multilingual and work with multilingual community members. The report states that Metro considers the needs of multilingual communities, collaborates on translation and transcreation with language service providers, and works with media outlets and community-based organizations that reach specific communities or cultural groups. Specifically, during 2026 and 2027, Metro's Community Mobility Program will work with four community-based organizations to develop in-language fare education materials and to support outreach events and training.

- **Human services agencies.** Through Metro's human services bus ticket program,[14] Metro provides fare payment media to human services agencies at 10% of the fare value (meaning Metro subsidizes 90% of the cost). In 2025, Metro provided $3.5 million in fare value to more than 100 organizations. The report states that Metro is working with a subset of these organizations to test new approaches to provide fare media for riders who are low-income and/or unhoused that would not use paper tickets. The report states that this effort to transition away from paper fare media for this program is still underway and that work will continue.

Key Issue B. Metro states late 2027 is earliest for cashless on-board fare payment, but Council action would be required. In response to Section B of the proviso requirement, the report lists the milestones Metro identified during its engagement process to be met prior to implementing a cashless on-board payment system. Some of these milestones (such as restarting fare inspection and launching credit card tap-to-pay) have already been implemented. Others (such as launching a virtual mobile ORCA card and modernizing the human services bus ticket program) are still underway.

The report states that Metro estimates that the soonest it will be able to achieve its milestones and complete additional community outreach and education will be late 2027. The report also acknowledges that prior to implementation of a cashless on-board payment system, the County Council must approve a Code change ordinance, as the King

[14] The human services bus ticket program is established at K.C.C. 4A.700.210 (link)

County Code currently includes cash as an allowable on-board form of payment.[15] The report concludes by noting that Council approval of this change would be necessary before Metro eliminates cash on board.

INVITED

- Rachel Wilch, Strategic Planning Manager, Fares Program, Metro Transit Department

ATTACHMENTS

1. Proposed Motion 2026-0202 and its attachment
2. Transmittal Letter

[15] KC.C. 4A.700.010

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

Motion

Proposed No. 2026-0139.1 **Sponsors** Dunn

A MOTION authorizing the King County executive to accept a donation of real property, appraised by the King County department of assessments at one hundred ninety-nine thousand dollars, located near Newaukum creek in unincorporated King County, for fish, wildlife, and wetland habitat preservation and restoration purposes.

WHEREAS, King County's land conservation initiative, developed in response to Motion 14458, seeks to protect open space for the benefit of people and the environment, and

WHEREAS, Newaukum creek and its riparian corridor are home to countless bird, mammalian, and fish species, including the threatened chinook salmon and steelhead trout, and populations of coho and sockeye salmon, and

WHEREAS, the Dorothy Schreiber Estate ("property owner"), is the owner of parcel 142006-9011, located near Newaukum creek in unincorporated King County, and

WHEREAS, King County and property owner have mutual interests in protecting parcel 142006-9011 in the interest of fish, wildlife, and wetland habitat, and

WHEREAS, property owner desires to donate parcel 142006-9011, and

WHEREAS, K.C.C. chapter 7.08 provides that the King County parks division of the department of natural resources and parks has the authority to accept gifts and donations to the county of or in support of parks facilities and programs, and

WHEREAS, under K.C.C. chapter 2.80, gifts, bequests, and donations for parks and recreation purposes that exceed fifty thousand dollars require acceptance on behalf of King County by the King County council by motion;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County executive is authorized to accept the donation of the Schreiber property, parcel 142006-9011, appraised by the King County department of assessments at one hundred ninety-nine thousand dollars, consistent with the King County Real Estate Donation Agreement, which is Attachment A to this motion. The open space acquisitions unit within the water and land resources division of the department of natural resources and parks is responsible for handling the technical real estate transaction and administrative matters associated with this donation, including the closing and recording of the deed, and is authorized to execute such other documents as are necessary to complete the transaction.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Real Estate Donation Agreement

MIDDLE NEWAUKUM CREEK
SCHREIBER

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("Agreement") is made as of the date this instrument is fully executed by and between CATHERINE L. BROWN, Personal Representative of the estate of Dorothy Schreiber, deceased ("Donor"), and KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("Donee"), for the donation of that certain property situated in King County, Washington, described on Exhibit A, and all rights appurtenant ("the Property"). Seller and Buyer may be collectively referred to herein as the "Parties" and individually as a "Party."

1. **CHARITABLE DONATION:** The Property will be transferred from Donor to Donee as a charitable donation.

2. **TITLE:**

2.1 **Deed:** At Closing, Donor will execute and deliver to Donee a Bargain and Sale Deed conveying and warranting good and marketable title to the Property free and clear of or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those defects and/or encumbrances (if any) identified on Exhibit B (collectively, "Permitted Exceptions"). The Bargain and Sale Deed shall include the deed restrictions set forth in Exhibit C.

2.2 **Title Insurance:** At Closing, Donee shall receive (at Donee's expense) an owner's Standard ALTA policy of title insurance, dated as of the Date of Closing and insuring Donee in the amount of the assessed value of the Property against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES:**

3.1 **Due Diligence Inspection and Feasibility:** Donee shall satisfy itself by investigation and inspection, at its cost and expense, in its sole and absolute discretion that the condition of the Property for Donee's contemplated use meets with its approval ("Due Diligence Contingency"). During the Due Diligence Period (as hereafter defined), Donee may have a Phase I Environmental Site Assessment ("ESA") of the Property performed by a qualified environmental consultant (the "ESA Consultant"). If the ESA Consultant recommends further assessment or remediation of the Property (including, but not limited to, a Phase II ESA) (the "Phase I Recommendations"), then Donee may provide Donor notice of the Phase I Recommendations and thereafter negotiate with Donor regarding an appropriate "Corrective Action Plan." If Donee and Donor are not able to agree upon a Corrective Action Plan that would address the Phase I Recommendations to Donee's satisfaction, or if Donee is not satisfied with the condition of the Property for any other reason, this Agreement shall terminate pursuant to Section 5.9. Donor hereby grants Donee's employees, agents, and contractors a right of entry onto the Property for any site inspections performed in connection with this Due Diligence Contingency. In connection with such inspections, Donee agrees to hold harmless, indemnify and defend Donor, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Donee, caused by or arising out of any act, error, or omission of Donee, its officers, agents, contractors, subcontractors, or employees in entering the Property for the above purposes, to the extent not caused by or arising out of any act, error, or omission of Donor, its officers, agents, and employees. The above notwithstanding, Donor is under no obligation to enter into the Corrective Action Plan. That is, Donor may opt out of any such Plan regardless of whether said "opt out" decision is reasonable or not. There is no expectation or requirement that the Donor participate in any Plan or other activity beyond the limited task of transferring the subject real property to the Donee by executing and recording a Bargain and Sale Deed.

3.2 **Approval of Donation:** Acceptance of the donation of the Property is contingent on obtaining approval of the donation by the Metropolitan King County Council.

3.3 **Encroachment:** Acceptance of the donation of the Property is contingent on resolution of the apparent encroachment by Tax Parcel 142006-9076. The sufficiency of such resolution shall be at Donee's sole and absolute discretion.

3.4 **Debris and Personal Property:** Acceptance of the donation of the Property is contingent on Donee's inspection of the Property to confirm the absence or acceptability of any debris or personal property remaining on the Property. Such determination shall be at Donee's sole and absolute discretion.

3.5 **Removal of Contingencies:** Donee shall have a period of 180 days from the date all Parties have signed this Agreement to remove all contingencies (the "Due Diligence Period"). Donee may remove such contingencies by sending written notice thereof to Donor pursuant to Section 7 herein. If the contingencies are not removed within the Due Diligence Period, this Agreement will automatically terminate, and the Parties shall have no further obligations hereunder.

4. **RISK OF LOSS:** Donor will bear the risk of loss of or damage to the Property prior to Closing. If such loss or damage occurs to the Property, Donor shall promptly notify Donee thereof and Donee may, in its sole discretion, terminate this Agreement by giving notice of termination to the Donor in accordance with Section 7.

5. **DONOR'S REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Donor represents, warrants, and covenants to Donee at the date of execution of this Agreement and the Date of Closing that:

5.1 **Authority:** Donor, and the person(s) signing on behalf of Donor, have full power and authority to execute this Agreement and perform Donor 's obligations, and if Donor is a corporation, all necessary corporate action to authorize this transaction has been taken.

5.2 **No Leases:** To Donor's actual knowledge, the Property is not subject to any leases, tenancies, or rights of persons in possession and Donor shall not enter into or establish any leases, tenancies, or rights of persons in possession prior to Closing.

5.3 **No Material Defect:** To the Donor's actual knowledge, the Property is not subject to any material defects. " At a minimum "material defects" does NOT include a condition of the property being subject to environmental limitations due to the natural and existing condition of wet lands property regardless of how said wet lands came into existence by natural or man-made activities of adjacent properties, development or any other source or cause that may exist.

5.4 **Condition of Property:** Upon waiver or satisfaction by Donee of its contingencies pursuant to Section 3 of this Agreement, and except to the extent of Donor's representations and warranties in this Section 5, Donee will be deemed to have approved the physical condition of the Property and agrees to accept the Property "AS IS, WHERE IS."

5.5 **Contamination:** Donor hereby represents and warrants that, to Donor's actual knowledge, (a) Donor has not caused or allowed the generation, treatment, storage, or disposal of Hazardous Substances on the Property, except in accordance with local, state, and federal statutes and regulations; (b) Donor has not caused or allowed the release of any Hazardous Substance onto, at, or near the Property; (c) Donor is in compliance with all applicable laws, rules, and regulations regarding the handling of Hazardous Substances; (d) Donor has secured all necessary permits, licenses, and approvals necessary to its operation on the Property, and is in compliance with such permits; (e) Donor has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property; and (f) to the Donor 's knowledge, the Property is not, nor has it ever been subject to the release of Hazardous Substances. For the purposes of this Agreement, the term "Hazardous Substance" means any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any local, state, or federal environmental law or regulation.

5.6 **Donor's Actual Knowledge:** For purposes of this Agreement, Donor's "actual knowledge" means the actual knowledge of Catherine L. Brown, as the Personal Representative of the estate of Dorothy Schreiber, without duty of investigation or inquiry.

5.7 **Fees and Commissions:** Donor shall pay for any broker's and other commissions and fees incurred by the Donor in connection with the sale of the Property and Donor shall indemnify and hold Donee harmless from all such claims for commission and fees. Donor asserts that Donor has not engaged any broker or other third party in connection with the "sale of the Property" or in the donation of this Property.

5.8 **Indemnification:** Donor agrees to indemnify, defend, and hold harmless Donee, its employees, agents, heirs, and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, ~~strict liability~~, and common law. Provided, Donor has no knowledge of the property previous to the date of death of Dorothy Schreiber and therefore is not able or willing to accept REC (Recognized Environmental Condition) responsibility should such claim arise after closing due to actions pre-dating the existence of this Estate.

5.9 **Termination:** If Donee or Donor determine in their sole and absolute discretion that any representation, warranty, or covenant contained herein has been breached prior to Closing, Donee or Donor may elect to terminate this Agreement by sending written notice of the breach to Donor or Donee pursuant to Section 7 herein.

6. **CLOSING:**

6.1 **Time for Closing:** The sale will be closed in the office of the Closing Agent not later than twenty-one (21) days from the date all contingencies set forth in Section 3 herein have been removed, or as soon thereafter as practicable.

Donee and Donor shall deposit in escrow with the Closing Agent all instruments, documents, and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "Closing" and "Date of Closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Donor. The Closing Agent shall be:

Aegis Land Title Group
921 Lakeridge Way SW
Suite 100
Olympia WA 98502

6.2 **Prorations and Closing Costs:** Donee will pay real estate excise taxes (if any are due) and the Donor will pay full first half or second half real property tax installment due and owing, as determined by the Date of Closing. Donor will receive a prorated refund directly from King County Treasury Operations for the number of days post-Closing for the applicable installment period. Donee will pay the premium for its owner's title insurance policy, the cost of recording the Bargain and Sale Deed from the Donor, and the Closing Agent's escrow fees.

6.3 **Possession:** Donee shall be entitled to possession of the Property at Closing.

7. **NOTICES:** Any notices required herein shall be given to the Parties: (a) personally, (b) by certified mail with return receipt, or (c) electronically, with read receipt or delivery confirmation or both. Notices shall be effective (a) upon personal delivery, (b) after five (5) calendar days following deposit in the U.S. mail, or (c) immediately upon electronic transmittal to the email addresses below. The Party providing notice shall bear the burden to prove the date that notice was delivered.

TO DONOR:
Estate of Dorothy Schreiber
Hammermaster Law Office, PLLC
1207 Main St.

TO DONEE:
King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 6300

Sumner, WA 98390
chalanna@hammerlaw.org

Seattle, WA 98104
Attn: Amanda Hubbard
Amanda.hubbard@kingcounty.gov

8. **DEFAULT AND ATTORNEYS' FEES:**

8.1 **Default by Donee:** If Closing does not occur due to default by Donee, Donor's sole and exclusive remedy shall be to terminate this Agreement.

8.2 **Default by Donor:** If Closing does not occur due to default of Donor, Donee shall have the right to bring an action for specific performance

8.3 **Attorneys' Fees:** In an action to enforce this Agreement, each Party shall bear its own attorneys' fees and costs.

9. **GENERAL:** This is the entire agreement of the Donee and Donor with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Donee and Donor. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Donee and Donor and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this Agreement.

10. **WASTE; ALTERATION OF PROPERTY:** Donor shall not (a) commit waste on the Property; (b) remove trees or other vegetation, coal, minerals, or other valuable materials; or (c) substantially alter the surface or subsurface of the Property without the express written consent of Donee.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations, and warranties shall not merge in the deed of conveyance but shall survive Closing.

12. **LEGAL RELATIONSHIP:** The Parties to this Agreement execute and implement this Agreement solely as Donor and Donee. No partnership, joint venture, or joint undertaking shall be constructed from this Agreement.

13. **GOVERNING LAW AND VENUE:** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

14. **COUNTERPARTS:** To facilitate execution, this Agreement may be executed in as many

counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

16. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Donor on or before April 25, 2026.

DONEE: King County, a home rule charter county and political subdivision of the State of Washington.

Signed by:

BY: Maurin McBroom

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Maurin McBroom, Deputy Director
Department of Natural Resources and Parks

Date: 3/28/2026

DONOR: Estate of Dorothy Schreiber

Catherine L. Brown — 3-26-26

Catherine L. Brown, Personal Representative — Date

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Permitted Exceptions
Exhibit C, Deed Restrictions

EXHIBIT A

LEGAL DESCRIPTION

The Northeast quarter of the Southwest quarter of Section 14, Township 20 North, Range 6 East, W.M., in King County, Washington;

EXCEPT the East 165 feet of the North 558 feet;

ALSO EXCEPT the West 626.13 feet of the North 556.56 feet;

AND ALSO EXCEPT the South 738 feet;

AND EXCEPT County roads.

EXHIBIT B

PERMITTED EXCEPTIONS

Those special exceptions listed on Aegis Land Title Group Title Report # 2024-6-60771 dated December 9, 2024, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference), all Schedule B-I and Schedule B-II title exceptions are to be removed. The 2025 tax is to be paid current at closing.

EXHIBIT C
Deed Restrictions

This property is subject to the terms of the Parks Levy authorized by King County Ordinance 18890 and approved by voters on August 6, 2019. The County covenants that the property will be used for the purposes contemplated by Ordinance 18890, that the property shall not be transferred or conveyed except by deed providing that the property shall continue to be used for the purposes contemplated by Ordinance 18890, and that the property shall not be converted to a different use unless other equivalent property within the County shall be received in exchange therefore.

The property herein conveyed is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq.