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Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

ADMIRAL STATION, LLC, a Washington limited liability company, Appellant, v. CITY OF SEATTLE, a municipal corporation, NATHAN TORGELSON, as Director of the Seattle Department of Construction and Inspection, Respondents.	DIVISION ONE No. 80252-6-I UNPUBLISHED OPINION

DWYER, J. — Admiral Station, LLC appeals from the superior court's order denying its request for a writ of mandamus to compel the Director of the Seattle Department of Construction and Inspections to include Admiral Station's development site in a map of frequent transit service areas. Admiral Station asserts that (1) the Director did not follow the required rule making procedures when adopting the rule that included the map of frequent transit service areas, (2) the Director exceeded his authority by requiring certain routes to be co-scheduled in order to be considered to provide frequent transit service, (3) the Director's interpretation of the term "co-scheduled," which had the effect of excluding Admiral Station's development site from the map of frequent transit service areas, was arbitrary and capricious, and (4) the superior court's finding that two particular transit routes near Admiral Station's development site were not

co-scheduled is not supported by substantial evidence. Because Admiral Station does not establish an entitlement to relief on any of its claims, we affirm.

I

In December 2016, Admiral Station submitted an application to the Seattle Department of Construction and Inspections for a permit to construct a multifamily housing development in West Seattle. The structure was required to have 46 underground parking stalls.

Under a rule adopted by the Director of the Department of Construction and Inspections in 2012—Director's Rule 11-2012—multifamily-zoned projects within one-quarter mile of bus stops where buses stopped at a frequency of every 15 minutes did not have to provide parking. In 2014, the Seattle Hearing Examiner struck down a portion of Director's Rule 11-2012 that allowed averaging of bus frequencies to determine whether the required 15-minute bus frequency was met.

To address the Examiner's ruling, the Seattle City Council adopted a definition of frequent transit routes that required certain "co-scheduled" routes to be considered to provide frequent transit service:

> "Transit route, frequent" means a transit route or segment of a transit route providing frequent transit service in each direction. Segments of overlapping routes that are co-scheduled and together provide frequent transit service shall be considered to provide frequent transit service, and segments of these routes that do not overlap or do not meet these frequencies will not be considered to provide frequent transit service.

SMC 23.84A.038.

The City Council also added a provision to the Seattle Municipal Code that required the Director to adopt a map of frequent transit service areas: "The Director shall adopt by rule a map of frequent transit service areas based on proximity to a transit station or stop served by a frequent transit route." SMC 23.54.015.B.4.

On April 30, 2018, Paul Cesmat, a representative of Admiral Station, sent an e-mail message to a transit service and strategy manager at the Seattle Department of Transportation. In the e-mail message, Cesmat insisted on a definition of the term "co-scheduled" that would include transit routes 50 and 128 in the map of frequent transit service areas.[1] Were transit routes 50 and 128 included in the map of frequent transit service areas, Admiral Station's development would be subject to different and less onerous parking requirements. SMC 23.54.020.F.2.a.[2]

On May 2, 2018, the manager at the Department of Transportation responded to Cesmat's e-mail message. The manager explained that transit routes 50 and 128 were not co-scheduled because they ran at incompatible frequencies of every 20 and 30 minutes, respectively:

> King County Metro and the Seattle Department of Transportation consider routes as "co-scheduled" or "coordinated" if trip arrival times on multiple routes are staggered to provide as regular-as-possible service intervals along an identified pathway. This also means that a change to the schedule of one route due to an

[1] Cesmat sent this e-mail to the manager at the Department of Transportation because an employee at the Department of Construction and Inspections informed Cesmat that the employee was coordinating with the Department of Transportation to determine the meaning of the term "co-scheduled."

[2] SMC 23.54.020.F.2.a. provides: "In multifamily and commercial zones, the minimum required parking for all uses is reduced by 50 percent if the property is located within a frequent transit service area, and the property is not located in an Urban Center, Urban Village, or Station Area Overlay District."

> increase or adjustment in service would likely trigger a change to another route in a co-scheduled route pair. . . .
>
> Routes 50 and 128 do not currently meet the definition of being "co-scheduled." During the morning and evening peak-periods, the Route 50 operates every 20 minutes in both directions, while the Route 128 operates every 30 minutes most of the day. While these two routes do share a common pathway along California Ave SW between SW Admiral Way and SW Alaska St during peak commute times, they run at incompatible frequencies of every 20 and 30 minutes. This results in these routes not being able to be coordinated or co-scheduled.

On May 20, 2018, Cesmat submitted a comment to the Department of Construction and Inspections that requested routes 50 and 128 be considered as providing frequent transit service. The following day, the Director published notice of a proposed rule—Director's Rule 15-2018—which contained a map of frequent transit service areas. Then, on June 6, the Director responded to Cesmat in a memorandum that explained why routes 50 and 128 were not considered to be co-scheduled. In addition to quoting the e-mail message from the manager at the Department of Transportation, the Director's memorandum stated:

> Co-scheduled is interpreted in a plain and unambiguous fashion as referring to scheduling the bus service of two routes together in a joint or mutual manner. This is consistent with the dictionary definition of "co-." The verb "schedule" refers to the act of defining the timing of bus service and placing it in a schedule, by the responsible entity. Metro is the responsible entity, and so the meaning of the term "co-scheduled" rests upon whether Metro schedules the bus service of the 50 and 128 routes in a joint or mutual fashion. "Joint" or "mutual" also can be construed as "coordinated.". . . [I]t can be concluded that Metro is not scheduling the timing of the 50 and 128 routes in a manner that can be called joint, mutual, coordinated, or regular-as-possible. It is appropriate for [Seattle Department of Construction and Inspections] to conclude these routes are not co-scheduled.

On June 8, 2018, the Director adopted Director's Rule 15-2018, which contained the map of frequent transit service areas and the following interpretation of the term "co-scheduled":

> The definition of "transit route, frequent" in Section 23.84A.038 refers to "segments of overlapping routes that are co-scheduled and together provide frequent transit service." The term "co-scheduled" shall refer to combinations of routes that are scheduled together in a coordinated fashion by the transit agency responsible for scheduling. That agency must agree the identified routes are co-scheduled.

This interpretation was not included in the notice of adoption for Director's Rule 15-2018.

On October 1, 2018, Admiral Station petitioned the King County Superior Court to review Director's Rule 15-2018. In its petition, Admiral Station moved for "preliminary and injunctive relief restraining the implementation of DR 15-2018," declaratory relief, and an "[o]rder that bus routes are deemed co-scheduled . . . when they overlap and operate together on any route segment, so long as the frequency of all bus service along an overlapping routes [sic] exceeds the minimum required for a Frequent Transit Area." The superior court granted the petition for review and denied the motion for a preliminary injunction.

On December 14, 2018, Admiral Station moved to amend its petition to add a request for a writ of mandamus to compel the Director to include its development site in the map of frequent transit service areas. The superior court granted Admiral Station's motion to amend. On January 21, 2019, the superior court conducted a hearing on Admiral Station's petition. In an oral ruling, the superior court denied Admiral Station's requests for a writ of mandamus,

injunctive relief, and declaratory relief. The superior court's oral ruling was followed by the entry of a written order. On July 3, 2019, the superior court entered a final order that dismissed Admiral Station's petition with prejudice.

Admiral Station appeals.[3]

II

Admiral Station seeks a writ of mandamus to compel the Director of the Department of Construction and Inspections to include its development site in a map of frequent transit service areas. Admiral Station's request for a writ of mandamus is premised on its assertions that the Director was required to (1) adopt an approach other than the one contained in Director's Rule 15-2018 to determine whether a route provided frequent transit service, and (2) publish the entire text of Director's Rule 15-2018 in the notice of adoption for that rule. Because neither of these arguments have merit, Admiral Station is not entitled to a writ of mandamus.

A

"[M]andamus is an extraordinary writ." Mower v. King County, 130 Wn. App. 707, 718, 125 P.3d 148 (2005). Indeed, "[a] party seeking a writ of

[3] In its opening brief, Admiral Station identifies its assignments of error as follows:

B. Assignments of Error

1. The Court below erred when it held that Director's Rule 15-2018 was appropriately implemented. . . .

2. The Court below erred when it found that Appellant failed to show that Metro Transit Routes 50 and 128 are co-scheduled. . . .

3. The Court below erred in denying Appellant's requests for a writ of mandamus compelling the inclusion of the Admiral District in the Frequent Transit Service Area, based on the above rulings.

Admiral Station's brief, however, while addressing the perceived merits of its contentions, does not identify the remedy (declaration, injunction, writ) to which the claimed error is associated. Notwithstanding this failure, we address the merits of each of Admiral Station's substantive contentions.

mandamus must show that (1) the party subject to the writ has a clear duty to act; (2) the petitioner has no plain, speedy, and adequate remedy in the ordinary course of law; and (3) the petitioner is beneficially interested." Seattle Times Co. v. Serko, 170 Wn.2d 581, 588-89, 243 P.3d 919 (2010) (citing RCW 7.16.160, .170)).

"The duty to act must be ministerial in nature rather than discretionary." Seattle Times Co., 170 Wn.2d at 589. Moreover, "'[w]here the law prescribes and defines the duty to be performed with such precision and certainty *as to leave nothing* to the exercise of discretion or judgment, the act is ministerial.'" SEIU Healthcare 775NW v. Gregoire, 168 Wn.2d 593, 599, 229 P.3d 774 (2010) (alteration in original) (quoting State ex rel. Clark v. City of Seattle, 137 Wash. 455, 461, 242 P. 966 (1926)). Accordingly, "mandamus can direct an officer or body to exercise a mandatory discretionary duty, but not the manner of exercising that discretion." Mower, 130 Wn. App. at 719.

On appeal of a trial court's decision regarding the issuance of a writ of mandamus, "this court reviews the decision de novo because the same written record is before the court on appeal." Mower, 130 Wn. App. at 719.

B

Admiral Station asserts that the Director's adoption of a frequent transit service area map "required a simple determination of how many bus trips per hour are occurring on a route or route segment." As such, Admiral Station contends, it is entitled to a writ of mandamus compelling the Director to include

its development site in a map of frequent transit service areas. Admiral Station is wrong.

The Seattle Municipal Code requires the Director to adopt a map of frequent transit service areas: "The Director shall adopt by rule a map of frequent transit service areas based on proximity to a transit station or stop served by a frequent transit route." SMC 23.54.015.B.4. Further, the Code states that certain routes that are "co-scheduled" must be considered to provide frequent transit service:

> "Transit route, frequent" means a transit route or segment of a transit route providing frequent transit service in each direction. Segments of overlapping routes that are co-scheduled and together provide frequent transit service shall be considered to provide frequent transit service, and segments of these routes that do not overlap or do not meet these frequencies will not be considered to provide frequent transit service.

SMC 23.84A.038.

Notably, under the Seattle Municipal Code, the Director is authorized to exercise his discretion to interpret provisions of the Code:

> The Director of the Seattle Department of Construction and Inspections . . . may establish such rules, procedures and regulations, consistent with this Chapter 3.06[4] and other ordinances, as may appear necessary and proper including rules interpreting Municipal Code provisions and establishing standards as authorized by the Code.

SMC 3.06.040.

Here, the Director adopted by rule—as required by the Seattle Municipal Code—a map of frequent transit service areas. The rule adopted by the Director interpreted the term "co-scheduled" and deferred to the expertise of "the agency

[4] Chapter 3.06 of the Seattle Municipal Code pertains to the Seattle Department of Construction and Inspections.

responsible for scheduling" for confirming whether any identified routes met the definition of that term:

> The term "co-scheduled" shall refer to combinations of routes scheduled together in a coordinated fashion by the transit agency responsible for scheduling. That agency must agree the identified routes are co-scheduled.

As explained in the e-mail message sent to Cesmat from the transit manager at the Department of Transportation,

> King County Metro and the Seattle Department of Transportation consider routes as "co-scheduled" or "coordinated" if trip arrival times on multiple routes are staggered to provide as regular-as-possible service intervals along an identified pathway. This also means that a change to the schedule of one route due to an increase or adjustment in service would likely trigger a change to another route in a co-scheduled route pair.

The Director followed the requirements of the Seattle Municipal Code when he adopted Director's Rule 15-2018. Specifically, the Seattle Municipal Code required the Director to adopt by rule a map of frequent transit service areas. SMC 23.54.015.B.4. Further, the Code required the Director to determine that certain "co-scheduled" routes provide frequent transit service. SMC 23.84A.038. By adopting a map of frequent transit service areas and identifying which routes were co-scheduled, the Director followed both of these mandates.

Nothing in the Seattle Municipal Code or elsewhere required the Director to adopt Admiral Station's suggested approach for determining whether transit routes provided frequent transit service. Rather, the Director acted within his discretion when he interpreted the term "co-scheduled" and required the agency responsible for scheduling transit routes to agree that any identified routes were co-scheduled.

Accordingly, the Director was not under a clear duty to adopt Admiral Station's approach for determining whether certain transit routes provided frequent transit service.

C

Admiral Station also contends that the Director was required, but failed, to publish notice containing the Director's interpretation of the term "co-scheduled" in the notice of adoption for Director's Rule 15-2018. According to Admiral Station, the Director's failure to do so both entitles it to a writ of mandamus and requires Director's Rule 15-2018 to be invalidated. We disagree.

Chapter 3.02 of the Seattle Municipal Code, which is entitled "Administrative Code," governs the rule making procedures for agencies of the City of Seattle. Under the Administrative Code, the Director of the Department of Construction and Inspections is an "agency."[5] Moreover, the Administrative Code requires notice of rules adopted by agencies to include either an accurate description of the substance of the proposed rule or an accurate description of the subjects and issues involved therein:

> Prior to the adoption, amendment or repeal of any rule, an agency shall:
>
> A. Within the time specified by the ordinance authorizing such action, or if no time is specified, at least fourteen (14) days prior to the proposed action and at least ten (10) days prior to a public hearing, if any, give notice

[5] Because the Director is an officer, the Director is considered to be an agency under the Administrative Code:

> "Agency" means The City of Seattle or any of its subdivisions including but not limited to, any City board, commission, committee, officer or department, including the City Council and its committees, when acting in accordance with or pursuant to authorization by ordinance or Charter to make rules, hear appeals, or adjudicate contested cases.

SMC 3.02.020.A (footnote omitted).

> thereof by: (1) publication in a newspaper in accordance with the City Charter and, where appropriate, in such trade, industry, or professional publication, as the agency may select; and (2) by mailing or delivery to the address specified by any person who has made written request therefor, which shall be filed with the agency and renewed annually. Such notice shall include: (a) a reference to the authority under which such rule is proposed; (b) *an accurate description of the substance of the proposed rule or of the subjects and issues involved*; and (c) a statement of the time and place of any public hearing, and manner in which interested persons may present data, views or argument thereon to the agency.

SMC 3.02.030 (emphasis added).

Here, the notice of adoption for Director's Rule 15-2018 provided an accurate description of the substance of the rule or of the subjects and issues involved therein. In particular, the notice included (1) the proposed map, (2) a description of the subject of the proposed rule, which stated "Frequent Transit Service Area Map" (3) a statement that "[t]he purpose of this rule is to adopt a map showing the frequent transit service area (FTSA), which is a basis for applying parking requirements in certain areas of the city," and (4) a statement that "[t]he Director of the Seattle Department of Construction and Inspections proposes to adopt the following Director's Rule: Director's Rule 15-2018 Frequent Transit Service Area Map." The notice was not required to contain the Director's interpretation of the term "co-scheduled." Thus, the Director's notice met the requirements of the Administrative Code.[6]

[6] In its reply brief, Admiral Station asserts that the Director, by not including his interpretation of the term "co-scheduled" in the notice of adoption for Director's Rule 15-2018, did not give "appropriate consideration to economic values," as is required under SMC 3.02.030.C. However, Admiral Station did not raise this argument at the superior court or in its opening brief. Accordingly, we decline to consider it. RAP 2.5(a), 10.3; Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992) ("An issue raised and argued for the first time

In addition to its claim that the Director's notice of adoption did not meet the requirements of the Seattle Administrative Code, Admiral Station asserts that the Director did not follow the rule making procedures imposed by state law. In particular, Admiral Station asserts that the Director was subject to the requirements of RCW 35.22.288, which states:

> Promptly after adoption, the text of each ordinance or a summary of the content of each ordinance shall be published at least once in the official newspaper of the city. For purposes of this section, a summary shall mean a brief description which succinctly describes the main points of the ordinance. Publication of the title of an ordinance authorizing the issuance of bonds, notes, or other evidences of indebtedness shall constitute publication of a summary of that ordinance. When the city publishes a summary, the publication shall include a statement that the full text of the ordinance will be mailed upon request.

By its plain terms, RCW 35.22.288 provides the requirements for notice of ordinances, not for rules adopted by directors of municipal agencies. Thus, it is inapplicable to a rule adopted by the Director of the Department of Construction and Inspections.

Next, according to Admiral Station, the adoption of Director's Rule 15-2018 did not meet the requirements of the Open Public Meetings Act of 1971, chapter 42.30 RCW. Specifically, Admiral Station asserts that the Director did not comply with the meeting requirement of RCW 42.30.060(1), which states:

> No governing body of a public agency shall adopt any ordinance, resolution, rule, regulation, order, or directive, except in a meeting open to the public and then only at a meeting, the date of which is fixed by law or rule, or at a meeting of which notice has been given according to the provisions of this chapter.

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in a reply brief is too late to warrant consideration.").

However, RCW 42.30.060(1) does not apply to rules adopted by the Director. Indeed, "'[g]overning body' means the multimember board, commission, committee, council, or other policy or rule-making body of a public agency, or any committee thereof when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment." RCW 42.30.020(2). Further, a prominent dictionary defines "body," in relevant part, as "a group or number of persons or things" and "a group of individuals united by a common tie or organized for some purpose." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 246 (2002). Under the Seattle Municipal Code, the Director—as an individual—is authorized to establish rules. SMC 3.06.040.[7] The meeting requirements of RCW 42.30.060(1) do not apply to a rule adopted by the Director.

Moreover, Admiral Station's desired remedy does not follow from its claim of error. Even if the Director's notice did not follow the required rule making procedures, the proper remedy would not be the issuance of a writ of mandamus compelling the Director to include Admiral Station's development site in the map of frequent transit service areas. Instead, the appropriate remedy would be to invalidate Director's Rule 15-2018. See Hillis v. Dep't of Ecology, 131 Wn.2d 373, 400, 932 P.2d 139 (1997) ("Ecology's decisions, made without rule making, must be invalidated."); State ex rel. West v. City of Seattle, 50 Wn.2d 94, 97, 309 P.2d 751 (1957) (invalidating a rule adopted by the head of a municipal

[7] "The Director of the Seattle Department of Construction and Inspections . . . may establish such rules . . . consistent with this Chapter 3.06 and other ordinances, as may appear necessary and proper." SMC 3.06.040.

department because the rule was not "within the framework of the policy laid down in [a] statute or ordinance").

Because the Director acted in conformance with the rule making requirements of the Seattle Municipal Code, we refuse to invalidate the rule. Admiral Station is not entitled to a writ of mandamus compelling the Director to include its development site in the map of frequent transit service areas.

III

Admiral Station contends that the Director exceeded his authority under the Seattle Municipal Code by requiring certain routes to be "co-scheduled" in order to be considered to provide frequent transit service. According to Admiral Station, the term "co-scheduled" does not exist within the Seattle Municipal Code. We disagree. The Seattle Municipal Code expressly requires that certain "co-scheduled" routes be considered to provide frequent transit service. SMC 23.84A.038. Accordingly, the Director did not exceed his authority under the Seattle Municipal Code by requiring certain routes to be co-scheduled in order to be considered to provide frequent transit service.

IV

Admiral Station next asserts that the Director's interpretation of the term "co-scheduled," which had the effect of excluding Admiral Station's development site from the map of frequent transit service areas, was arbitrary and capricious. We disagree.

The arbitrary and capricious standard "is a deferential standard." Porter v. Seattle Sch. Dist. No. 1, 160 Wn. App. 872, 880, 248 P.2d 1111 (2011). Indeed,

> "[a]rbitrary and capricious" agency action is "willful and unreasoning action, action without consideration and in disregard of the facts and circumstances of the case. Action is not arbitrary or capricious when exercised honestly and upon due consideration where there is room for two opinions, however much it may be believed that an erroneous conclusion was reached."

Porter, 160 Wn. App. at 880 (quoting Sweitzer v. Indus. Ins. Comm'n of Wash., 116 Wash. 398, 401, 199 P. 724 (1921)).

The Director's interpretation of the term "co-scheduled" was not arbitrary and capricious. According to the Director's memorandum addressed to Cesmat and dated June 6, 2018, prior to the adoption of Director's Rule 15-2018, an employee at the Department of Construction and Inspections asked employees at the Department of Transportation "to evaluate what 'co-scheduled' means with respect to the transit services provided by Metro." Employees at the Department of Transportation then "inquired of Metro staff . . . and sought any other input Metro would have to inform the meaning of 'co-scheduled.'" These findings were summarized in an e-mail, dated May 2, 2018, from a manager at the Department of Transportation and sent to Cesmat:

> King County Metro and the Seattle Department of Transportation consider routes as "co-scheduled" or "coordinated" if trip arrival times on multiple routes are staggered to provide as regular-as-possible service intervals along an identified pathway. This also means that a change to the schedule of one route due to an increase or adjustment in service would likely trigger a change to another route in a co-scheduled route pair.

Then, on June 8, 2018, the Director adopted Rule 15-2018, which included the following interpretation of the term "co-scheduled":

> The term "co-scheduled" shall refer to combinations of routes scheduled together in a coordinated fashion by the transit agency

> responsible for scheduling. That agency must agree the identified routes are co-scheduled.

The Director's interpretation of the term co-scheduled was made after receiving input from the Department of Transportation and King County Metro. Further, this interpretation was consistent with the term's use within the Seattle Municipal Code, which requires "[s]egments of overlapping routes that are co-scheduled and together provide frequent transit service" to be considered to provide frequent transit service. SMC 23.84A.038. Thus, the Director's interpretation of the term "co-scheduled" was not a "'willful and unreasoning action . . . without consideration and in disregard of the facts and circumstances of the case.'" Porter, 160 Wn. App. at 880 (quoting Sweitzer, 116 Wash. at 401).

Admiral Station insists, however, that "the term 'co-scheduled' simply means two regularly scheduled bus routes that run at the same time in the same place, their schedules not necessarily dependent on each other." However, "'[a]ction is not arbitrary or capricious when exercised honestly and upon due consideration where there is room for two opinions, however much it may be believed that an erroneous conclusion was reached.'" Porter, 160 Wn. App. at 880 (quoting Sweitzer, 116 Wash. at 401). Therefore, it is immaterial that the term "co-scheduled" may be interpreted to mean something different than the definition contained in Director's Rule 15-2018.

Accordingly, the Director's interpretation of the term "co-scheduled" was not arbitrary and capricious.

V

Admiral Station finally contends that the superior court's finding that routes 50 and 128 were not co-scheduled is not supported by substantial evidence. Again, we disagree.

"Findings of fact are reviewed under a substantial evidence standard, which requires that there be a sufficient quantum of evidence in the record to persuade a reasonable person that a finding of fact is true." Pardee v. Jolly, 163 Wn.2d 558, 566, 182 P.3d 967 (2008).

Here, the superior court found that routes 50 and 128 were not co-scheduled:

> Based on the pleadings, the record, and the argument of counsel, Admiral Station failed to show that routes 50 and 128 are co-scheduled and its development site is within a frequent transit service area.

As we have already explained, the Director's interpretation of the term "co-scheduled" was not arbitrary and capricious. Therefore, in determining whether substantial evidence supports the superior court's finding that routes 50 and 128 were not co-scheduled, we defer to the Director's interpretation of that term.

Again, under Director's Rule 15-2018,

> [t]he term "co-scheduled" shall refer to combinations of routes that are scheduled together in a coordinated fashion by the transit agency responsible for scheduling. That agency must agree the identified routes are co-scheduled.

Additionally, King County Metro and the Department of Transportation considered routes to be co-scheduled as follows:

> King County Metro and the Seattle Department of Transportation consider routes as "co-scheduled" or "coordinated" if trip arrival

> times on multiple routes are staggered to provide as regular-as-possible service intervals along an identified pathway. This also means that a change to the schedule of one route due to an increase or adjustment in service would likely trigger a change to another route in a co-scheduled route pair.

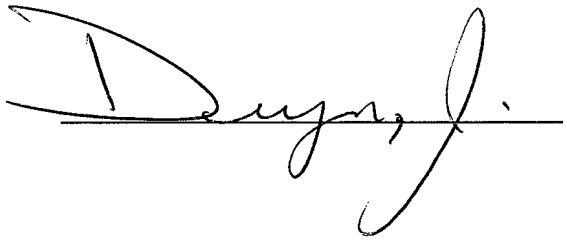
In light of these interpretations of the term "co-scheduled," substantial evidence supports the superior court's finding that routes 50 and 128 were not co-scheduled. Indeed, the e-mail message dated May 2, 2018, from the manager at the Department of Transportation to Cesmat explained why routes 50 and 128 were not co-scheduled:

> Routes 50 and 128 do not currently meet the definition of being "co-scheduled." During the morning and evening peak-periods, the Route 50 operates every 20 minutes in both directions, while the Route 128 operates every 30 minutes most of the day. While these two routes do share a common pathway along California Ave SW between SW Admiral Way and SW Alaska St during peak commute times, they run at incompatible frequencies of every 20 and 30 minutes. This results in these routes not being able to be coordinated or co-scheduled.

Admiral Station does not contest that routes 50 and 128 ran at inconsistent frequencies of 20 and 30 minutes, respectively. Rather, Admiral Station asserts that the superior court's "finding with regard to co-scheduling is not supported by substantial evidence. Routes 50 and 128 serve the West Seattle transit hub at Alaska Junction. From the Junction, a rider can make connections to points throughout King County." This argument disregards the interpretation of the term "co-scheduled" as contained within Director's Rule 15-2018. Therefore, the record contains a sufficient quantum of evidence to persuade a reasonable person that routes 50 and 128 were not co-scheduled under Director's Rule 15-2018.

Accordingly, the superior court's finding that routes 50 and 128 were not co-scheduled is supported by substantial evidence.

Affirmed.



WE CONCUR: