

Ordinance No. 122629

Council Bill No. 115874

AN ORDINANCE relating to the water system of Seattle Public Utilities; declaring as surplus certain subsurface property rights in SPU's Tolt Pipeline right-of-way and authorizing the conveyance of a subsurface easement for such surplus property rights to King County for the King County Brightwater treatment facility's utility tunnel.

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

Date Introduced: <u>4-23-07</u>		
Date 1st Referred: <u>4-23-07</u>	To: (committee) <u>Environment, Emergency Management &amp; Utilities</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>2-19-08</u>	Full Council Vote: <u>6-0</u>	
Date Presented to Mayor: <u>2-20-08</u>	Date Approved: <u>2-25-08</u>	
Date Returned to City Clerk: <u>2-25-08</u>	Date Published: <u>2</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

## The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard Conlin  
Councilmember

### Committee Action:

4/24/07 - hold for future GEMA meeting  
5/8/07 - hold indefinitely  
10/23/07 - passed unanimously 28 yes  
Conlin, & Clark - hold  
until November 26

2-19-08 Passed 6-0 (excused: Clark, Godden, McJannet)  
This file is complete and ready for presentation to Full Council. Committee: Richard Conlin  
(Initial/Date)

LAW DEPARTMENT

Law Dept. Review

OMP  
Review

EMS  
City Clerk  
Review

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# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

April 17, 2007

Honorable Nick Licata  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Licata:

I am transmitting the attached proposed Council Bill that authorizes the conveyance of a subsurface easement to King County for construction of a utility tunnel beneath Seattle Public Utilities' (SPU's) Tolt River Pipeline. The tunnel is required to construct King County Metro's planned regional wastewater treatment facility, pipeline conveyance system, and outfall into Puget Sound, commonly known as the Brightwater Wastewater Treatment Facility.

King County started construction of Brightwater in 2005. This facility is intended to serve the regional wastewater needs of northern King and southern Snohomish counties and is expected to begin operations in 2010. The plant will have an initial capacity to treat an average of 36 million gallons of wastewater daily with future expansion to 54 million gallons per day. The Brightwater project includes a 14-mile-long wastewater pipeline that will run from the plant north of Woodinville to an outfall off Point Wells in Shoreline.

Almost the entire Brightwater conveyance system will be built using tunnel boring machines. The portion of the tunnel using SPU's easement will travel approximately 200 feet below the surface so there is essentially no risk to utility water operations. The County will pay the City fair market value (\$5,000) for the easement.

Thank you for your consideration of this legislation. Should you have questions, please contact Audrey Hansen at 4-5877.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a printed name and title.

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



ORDINANCE 122629

AN ORDINANCE relating to the water system of Seattle Public Utilities; declaring as surplus certain subsurface property rights in SPU's Tolt Pipeline right-of-way and authorizing the conveyance of a subsurface easement for such surplus property rights to King County for the King County Brightwater treatment facility's utility tunnel.

WHEREAS, King County plans to construct, operate and maintain a regional wastewater treatment facility, pipeline conveyance system and outfall into Puget Sound, commonly referred to as the Brightwater facility, to be located in King and south Snohomish Counties (the "Project"); and

WHEREAS, one of the Project pipelines is designed to cross the Tolt Pipeline right-of-way operated by Seattle Public Utilities ("SPU") at a depth of approximately 200 feet; and

WHEREAS, SPU has determined that this pipeline will not interfere with utility operations;  
NOW, THEREFORE,

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

Section 1. Pursuant to the provisions of RCW 35.94.040 and after public hearing, the real property interests described in the Subsurface Utility Easement, attached hereto as Attachment 1, are hereby found and declared to be no longer required for providing municipal utility service and to be surplus to the City of Seattle's needs.

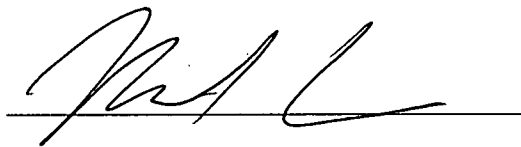
Section 2. Upon receipt of fair market compensation, the Director of Seattle Public Utilities, or his designee, is hereby authorized, for and on behalf of the City, to convey to King County a Subsurface Utility Easement with respect to the real property described in Exhibit A of Attachment 1. The Director or his designee also is authorized to execute all documents necessary for such conveyance, including a Subsurface Utility Easement substantially in the form of Attachment 1.



Section 3. Any act pursuant to the authority of this ordinance, and taken after its passage,  
is hereby ratified and confirmed.

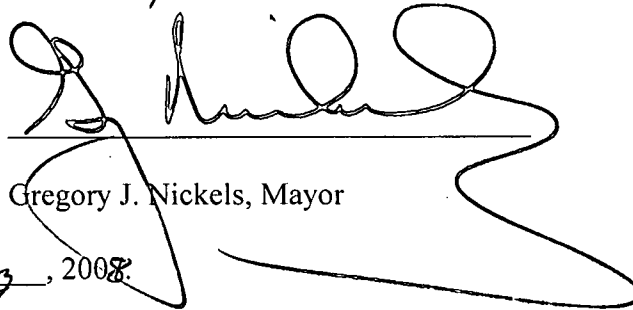
Section 4. This ordinance shall take effect and be in force thirty (30) days from and after  
its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 19 day of FEB, 2008 and signed by me in open  
session in authentication of its passage this 19 day of FEB, 2008



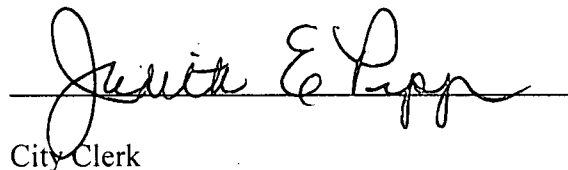
President \_\_\_\_\_ of the City Council

Approved by me this 25<sup>th</sup> day of February, 2008



Gregory J. Nickels, Mayor

Filed by me this 25<sup>th</sup> day of February, 2008.



City Clerk

(Seal)

Attachment 1: Subsurface Utility Easement





RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
KING COUNTY  
WASTEWATER TREATMENT DIVISION  
MAILSTOP: KSC-NR-0503  
201 SOUTH JACKSON STREET, SUITE 503  
SEATTLE, WA 98104-3855

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<b>Document Title:</b>	Subsurface Utility Easement
<b>Grantor(s):</b>	City of Seattle
<b>Grantee:</b>	King County
<b>Abbreviated Legal Description:</b>	EASEMENT UNDER PORTION OF LOTS 23-24, BLK. 8, AND LOTS 19, 20, 24 AND 25, BLK. 9, FIRST ADDITION TO LAKE FOREST PARK, VOL. 20, PG. 82, SECTION 3, TWP. 26N, RNG. 4E, NW QTR. SW QTR.
<b>Additional Legal Description is on Page:</b>	Exhibit "A"
<b>Assessor's Tax Parcel Number(s):</b>	4022902996

R/W No. 5-6

#### **SUBSURFACE UTILITY EASEMENT**

WHEREAS, King County ("Grantee") is a political subdivision of the State of Washington and is authorized by Chapter 8.12 RCW, RCW 35.58.320, 35.58.200 and 36.56.010, K.C.C. 28.01.030 and 28.81.010 and Ordinance 10531 to acquire and condemn real property for public use for sewage treatment and water pollution abatement facilities; and

WHEREAS, Grantee plans to construct, operate and maintain a regional wastewater treatment facility, conveyance system and outfall, commonly referred to as the Brightwater facility to be located in King and south Snohomish Counties (the "Project"); and

WHEREAS, in order to operate the Project it is necessary for Grantee to acquire perpetual exclusive subsurface easements granting Grantee and its successors and assigns the right to install, construct, own, operate, maintain and repair underground pipelines, pump stations and related equipment, appurtenances, utilities and facilities to provide for the conveyance of sewage to the Project and the conveyance of treated wastewater to outfalls located in Puget Sound.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Grant of Subsurface Utility Easement.** City of Seattle, a municipal corporation ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid and under threat of condemnation, conveys and grants to King County, a political subdivision of the State of Washington, its successors and assigns ("Grantee"), an exclusive, perpetual subsurface easement (the "Easement") under the surface of and through that portion of the real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

Attachment I  
Easement to King County  
SPU King County Brightwater Subsurface Easement



( )

This Easement is for the benefit of all property now owned or hereafter acquired by Grantee which constitutes a portion of the Project for all purposes necessary or incidental to the installation, construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of one or more underground pipelines, together with any and all related vaults, meters, monitoring equipment, conduits, wires and other necessary and convenient equipment and appurtenances, including, but not limited to, all utility lines or equipment servicing said pipelines and related equipment and appurtenances or located within the Easement Area (collectively, the "Easement Improvements").

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said Easement Improvements from said lands or shall permanently abandon said Easement Improvements, at which time all such rights, title, privileges and authority hereby granted shall terminate.

**Consideration Paid.** The purchase price for this Easement, which is being granted and conveyed by Grantor to Grantee under threat of condemnation, is Five Thousand and NO/100 Dollars (\$5,000.00). The consideration shall be paid by Grantee from the King County Water Quality Fund.

**Purpose of Easement.** Grantee shall have the right to use the Easement Area for all purposes necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of underground pipelines and related Easement Improvements, including, but not limited to, the right to install, construct, operate, maintain, modify, repair, replace, improve, remove and use said pipelines, pipeline supports and all utility lines or wires within said Easement Area for any related uses as Grantee may now or hereafter deem appropriate, including the addition, removal or replacement of same at Grantee's election, either in whole or in part with either like or different size pipe, and the installation of additional pipelines, utilities and other facilities and equipment now or hereafter associated with the Project within the Easement Area. All Easement Improvements of any kind that are now or hereafter acquired, constructed or installed within the Easement Area shall be and shall at all times remain the property and responsibility of Grantee.

**Grantor's Use of Property.** Grantor represents that it is the owner of the Property and has the authority to enter into and perform its obligations under this Easement. Grantor reserves all other rights to use the Property, so long as such use does not unreasonably interfere with the rights granted Grantee under this Easement and do not obstruct or endanger the usefulness of any Easement Improvements now or hereafter maintained by Grantee in the Easement Area. Prior to any construction work or any other activity by Grantor that requires use of the subsurface of the Property within a distance of **twenty (20)** feet from the upper limit of the Easement Area, which is approximately 240 feet below the present surface elevation of the Property, Grantor shall notify Grantee in writing and shall provide Grantee with a copy of all plans and specifications for such proposed construction activity for review at least thirty (30) days prior to the commencement of such construction. Grantor shall not commence such construction, work or activity unless and until it has received Grantee's prior written consent that the Grantor's proposed construction, work or activity will not interfere with the Grantee's rights under this Easement and such consent shall not be unreasonably withheld, conditioned or delayed. Grantee's review and approval of Grantor's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to Grantee and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of Grantor's plans and specifications nor whether Grantor's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

**Grantee's Use of Easement Area.** Grantee represents and warrants that the normal operation of the Easement Improvements for their intended purposes within the Easement Area will not be audible from the surface of the Property, cause vibrations of the Property that will be felt by Grantor, its successors, assigns, tenants or subtenants on the surface of the Property, nor cause any disturbance, earth movement or other change(s) to the areas above the Easement Area. Grantee may implement, at its expense, a settlement-monitoring program during construction of the Easement Improvements (which may include a survey of the condition of the Property and improvements prior to construction of Easement Improvements).

Attachment 1  
Easement to King County  
SPU King County Brightwater Subsurface Easement



**Indemnity.** Grantee shall protect, defend, indemnify and hold harmless Grantee, its officials, employees and successors from and against any and all costs (including attorneys' fees and costs), claims, demands, judgments, damages, or liability of any kind, including personal injury or damages to property, which are caused by or in any way result from any negligent acts, omissions or willful misconduct, or any breach of this Agreement by Grantee in the installation, construction or use of the Easement Improvements and/or the Easement and Grantee shall repair any damage to the surface and/or improvements located on the Property resulting from subsidence, settling, or earth movement caused by Grantee in the installation, construction or use of the Easement Improvements; provided, however, that Grantee shall not be liable to Grantor for any loss, damage or liability resulting from the sole negligence or willful act or omission of Grantor(s), its heirs, legal representatives, successors or assigns, or the concurrent negligence of Grantor(s), its heirs, legal representatives, successors or assigns to the extent of such concurrent negligence. Grantor specifically agrees that its obligations under this indemnity section extend to any claim, demand, or cause of action brought by, on behalf of, any of its employees or agents. For this purpose, Grantee, by mutual negotiation, hereby waives, with respect to Grantor only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 of the Revised Code of Washington. In the event that either party to this easement brings any action to enforce or interpret the provisions of this section, then the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

**Notices.** Any notices required or permitted under this Easement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

**To Grantee:**

King County  
Supervisor of Right-of-Way and Permitting Section  
Wastewater Treatment Division  
Mailstop: KSC-NR-0503  
201 South Jackson Street, Suite 503  
Seattle, WA 98104-3855

**To Grantor:**

City of Seattle  
Attn: Manager of Real Estate Services  
Seattle Public Utilities  
PO Box 34018  
Seattle, WA 98124

Either party may change the address to which notice is sent by notice to the other party.

**Miscellaneous Provisions**

(a) **Binding Effect.** This Easement is appurtenant to and shall run with all real property and real property interests and easements now owned or hereafter acquired by Grantee as part of the Project, which Grantor acknowledges will include underground pipelines, pump stations to and from the Project treatment facility and related facilities operated by Grantee for sewage treatment and water pollution abatement facility purposes and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Property and Grantor, and its heirs, legal, representatives, successors and assigns.

(b) **Construction.** All of the recitals set forth above are incorporated into this Easement as though fully set forth herein. The headings contained in this Easement are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the intention of the parties hereto. Whenever the context hereof shall so require the singular shall include the plural.

(c) **Access to Property Surface.** Grantor grants Grantee a right of entry onto the surface of the Property during normal business hours and following notice, as described herein prior to, during, and up to one year after the commencement of construction of the Easement Improvements to enable Grantee to

Attachment 1  
Easement to King County  
SPU King County Brightwater Subsurface Easement





undertake a visual inspection of the Property surface and improvements and/or install minimally invasive monitoring equipment. For routine, non-emergency access, Grantee shall provide Grantor with at least fourteen (14) calendar days notice of its intent to access the property surface as described herein. If there is an imminent risk of loss of life, health or property then Grantee may access the property surface, without prior notice to Grantor, and shall notify Grantor as soon as reasonably possible after discovery of the imminent risk.

(c) **Entire Agreement.** This Easement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Easement may not be amended, except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

(d) **Severability.** In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) **Waivers.** No waiver of any right under this Easement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or any other right arising under this Easement.

(f) **Governing Law.** This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Seattle

\_\_\_\_\_  
Chuck Clarke, Director of Seattle Public Utilities

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that CHUCK CLARKE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the DIRECTOR, SEATTLE PUBLIC UTILITIES, of the City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

Attachment 1  
Easement to King County  
SPU King County Brightwater Subsurface Easement



## Exhibit A

### The Property (Brightwater Parcel No. 5-6)

An exclusive permanent subsurface easement through the real property (the "Property") described as follows:

#### Parcel A:

The South 25 feet of Lot 19, Block 9, First Addition to Lake Forest Park, according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington.

#### Parcel B:

The North 25 feet of the East 150 feet of Tract 20, Block 9, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington.

#### Parcel C:

The North 25 feet of Lot 20, Block 9, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington:  
Except the East 150 feet thereof.

#### Parcel D:

That portion of Lot 24, Block 9, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 24; thence Northerly along the East line thereof to a point in a line 30 feet Northerly of and parallel with the South line of said lot: thence North 89°37'09" West along said parallel line a distance of 120.07 feet to the True Point of Beginning; thence continuing North 89°37'09" West a distance of 27.43 feet; thence North 0°22'51" East a distance of 1.59 feet; thence South 86°18'38" East a distance of 27.48 feet to the True Point of Beginning.

#### Parcel E:

That portion of Lot 24, Block 9, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 24; thence Northerly along the East line thereof to a point in a line 25 feet Northerly of and parallel with the South line of said lot: thence North 89°37'09" West along said parallel line a distance of 33.60 feet; thence North 86°18'38" West a distance of 86.62 feet to a point in a line 30 feet Northerly of and parallel with the South line of said lot; thence North 89°37'09" West along last described parallel line a distance of 27.43 feet; thence South 0°22'51" West a distance of 30.06 feet to a point in the South line of said lot: thence Easterly along said South line a distance of 147.53 feet to the Point of Beginning.



Parcel F:

That portion of Lot 25, Block 9, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington, described as follows:

Beginning at the Northeast corner of said Lot 25; thence North 89°37'09" West along the North line thereof a distance of 147.53 feet; thence South 0°22'51" West a distance of 18.50 feet; thence South 86°18'38" East a distance of 112.69 feet to a point in a line 25 feet Southerly of and parallel with the North line of said Lot 25; thence South 89°37'09" East along said parallel line a distance of 35.03 feet to a point in the East line of said lot; thence North 0°23'42" East along said East line a distance of 25 feet to the Point of Beginning.

Parcel G:

The North 30 feet of Lot 24, Block 8, First Addition to Lake Forest Park according to plat recorded in Volume 20, page 82, records of King County, Washington.

Parcel H:

The South 30 feet of Lot 23, Block 8, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington;  
Except the West 560 feet thereof.

Parcel I:

The South 30 feet of the West 560 feet of Lot 23, Block 8, First Addition to Lake Forest Park according to plat recorded in Volume 20 of Plats, page 82, records of King County, Washington.

Parcel J:

The North 30 feet of the East 482.28 feet of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 3, Township 26 North, Range 4 East, W.M., in King County, Washington.

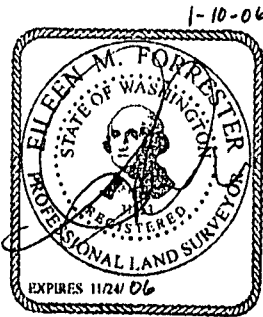


Permanent Subsurface Easement Area, as depicted on the attached Exhibit A-1

A 22.00 foot wide easement, the centerline of which is described as follows:

Commencing at the Center of Section 3, Township 26 North, Range 4 East, W.M., the north line of the Southwest Quarter of said section bears North 88°00'16" West from said center; thence along the north-south centerline of said section, South 00°22'23" West 1.17 feet to the True Point of Beginning; thence North 88°19'35" West 2649.07 feet to a point on the west line of said quarter section, said point being South 00°08'12" West 16.07 feet from the West Quarter Corner of said section.

The easement area within said Property has the upper boundary elevation of 180 feet, Metro Vertical Datum, which is approximately 240 feet below the present surface elevation of said Property; and the lower boundary elevation of 236 feet, Metro Vertical Datum, under the surface of and through the Property. To convert Metro Vertical Datum to NAVD 88 subtract 96.28 feet.



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities	Audrey Hansen / 684-5877	John McCoy / 615-0768

**Legislation Title:**

AN ORDINANCE relating to the water system of Seattle Public Utilities; declaring as surplus certain subsurface property rights in SPU's Tolt Pipeline right-of-way and authorizing the conveyance of a subsurface easement for such surplus property rights to King County for the King County Brightwater treatment facility's utility tunnel.

• **Summary of the Legislation:**

This legislation authorizes a subsurface easement to King County for a utility tunnel approximately 200 feet below the surface of the Tolt Pipeline right-of-way in Lake Forest Park as part of the King County Brightwater wastewater treatment facility.

• **Background:**

King County is constructing the Brightwater wastewater treatment facility which will serve portions of King and Snohomish Counties. The Brightwater conveyance system includes underground pipelines constructed in tunnels, one of which will be constructed below SPU's Tolt Pipeline right-of-way. Seattle Public Utilities owns the Tolt Pipeline right-of-way in fee and is granting a subsurface easement under a portion of it to King County for their utility tunnel.

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• *Please check one of the following:*

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

☒ **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

***Appropriations:*** *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2007 Appropriation	2008 Anticipated Appropriation
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**Appropriations:** *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2007 Appropriation	2008 Anticipated Appropriation
<b>TOTAL</b>				

\*See budget book to obtain the appropriate Budget Control Level for your department.

**Notes:**

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:** *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2007 Revenue	2008 Revenue
43000	Seattle Public Utilities	King County	\$5,000	
<b>TOTAL</b>			<b>\$5,000</b>	

**Notes: Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:** *This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*



Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2007 Positions	2007 FTE	2008 Positions**	2008 FTE**
<b>TOTAL</b>							

\* List each position separately

\*\* 2008 positions and FTE are total 2008 position changes resulting from this legislation, not incremental changes. Therefore, under 2008, please be sure to include any continuing positions from 2007.

**Notes:**

- **Do positions sunset in the future?** (If yes, identify sunset date):

**Spending/Cash Flow:** This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2007 Expenditures	2008 Anticipated Expenditures
<b>TOTAL</b>				

\* See budget book to obtain the appropriate Budget Control Level for your department.

**Notes:**

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

The City would end up as a defendant in a law suit with King County.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

None

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

Yes, fulfilled by City Council review of this legislation.

- **Other Issues** *(including long-term implications of the legislation):*  
None

**Please list attachments to the fiscal note below:**

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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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221086  
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

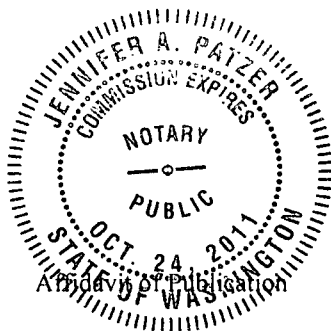
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122629-122632

was published on

02/28/08

The amount of the fee charged for the foregoing publication is the sum of \$ 63.23, which amount has been paid in full.



\_\_\_\_\_  
Subscribed and sworn to before me on

02/28/08

\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle



## State of Washington, King County

### City of Seattle

#### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on February 19, 2008, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

#### ORDINANCE NO. 122632

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

#### ORDINANCE NO. 122631

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a Lease Agreement with Seattle Junior Golf Foundation (dba The First Tee of Greater Seattle) for space at the City's Jefferson Park Golf Clubhouse.

#### ORDINANCE NO. 122630

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of a ground lease with Seattle Opera for property that includes Mercer Arena at Seattle Center.

#### ORDINANCE NO. 122629

AN ORDINANCE relating to the water system of Seattle Public Utilities; declaring as surplus certain subsurface property rights in SPU's Tolt Pipeline right-of-way and authorizing the conveyance of a subsurface easement for such surplus property rights to King County for the King County Brightwater treatment facility's utility tunnel.

Publication ordered by JUDITH PIPPIN,  
City Clerk

Date of publication in the Seattle Daily  
Journal of Commerce, February 28, 2008.

2/28/2008