

Ordinance No. 122874

Council Bill No. 116408

AN ORDINANCE authorizing the Fleets and Facilities Department Director, on behalf of the Seattle Fire Department, to execute an amendment to a lease agreement with MUSREF Spokane Street, LP, a Washington Limited Partnership, for warehouse space at 3641 2nd Avenue South in Seattle.

Related Legislation File: _____

Date Introduced and Referred: <u>12.1.08</u>	To: (committee): <div>Finance and Budget (FAB)</div>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>12-8-08</u>	Date Presented to Mayor: <u>12-9-08</u>
Date Signed by Mayor: <u>12.11.08</u>	Date Returned to City Clerk: <u>12.15.08</u>
Published by Title Only <input checked="" type="checkbox"/> <u>3</u>	Date Vetoed by Mayor:
Published in Full Text <input type="checkbox"/>	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

Date	Recommendation	Vote
<u>12/04/08</u>	<u>PASS - JG, SC</u>	

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
<u>12-8-08</u>	<u>Passed</u>	<u>9-0</u>

Law Department

ORDINANCE 122874

AN ORDINANCE authorizing the Fleets and Facilities Department Director, on behalf of the Seattle Fire Department, to execute an amendment to a lease agreement with MUSREF Spokane Street, LP, a Washington Limited Partnership, for warehouse space at 3641 2nd Avenue South in Seattle.

WHEREAS, Ordinance 119289 authorized the Fleets and Facilities Department, as a division of the former Executive Services Department, to enter into a lease agreement with Schnitzer Investment Corporation, on behalf of Seattle Public Utilities, for use and occupancy of certain real property located at 3641 2nd Avenue South in Seattle; and

WHEREAS, MUSREF Spokane, LP is the successor to all Schnitzer Investment Corporation's rights, obligations, and interests in the subject property and under the lease agreement for that property; and

WHEREAS, the original five-year lease, executed in 1998, was amended by Amendment No. 1 of Lease, authorized by Ordinance 116571 and executed in 2004, to provide a five-year lease extension ending December 31, 2008; and

WHEREAS, Amendment No. 2 of Lease, authorized by Ordinance 122680 and executed in 2008, provided a second five-year lease extension ending December 31, 2013; and

WHEREAS, Seattle Public Utilities no longer has use for the leased space, and the Seattle Fire Department (SFD) requires this space to store materials displaced by Fire Levy projects; and

WHEREAS, this amount of warehouse space cannot be accommodated within City-owned buildings for the foreseeable future; and

WHEREAS, the current warehouse location meets SFD's operational requirements and is more cost effective than moving to an alternative location; and

WHEREAS, Seattle Municipal Code 3.18.240 requires City Council approval of the third lease amendment, because the total warehouse square footage leased in one calendar year exceeds 9,000 square feet; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Fleets and Facilities Department Director and recommended by the Mayor, said Director is hereby authorized to execute, for and on behalf of the City of Seattle, an amendment to a lease agreement with MUSREF Spokane Street, LP, substantially in the form of Exhibit "1" attached hereto and identified as "Third Amendment to Lease," providing for the City of Seattle's tenancy and occupancy of a portion of the real property located at 3641 2nd Avenue South in Seattle.

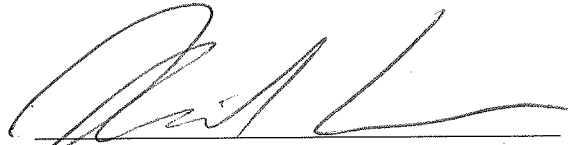
Section 2. The rental payment contemplated by the terms of the lease agreement authorized in Section 1 hereof shall be charged to the appropriate expenditure allowance or allowances of the Fleets and Facilities Department and shall be reimbursed to that Department by the Seattle Fire Department.



Section 3. 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.

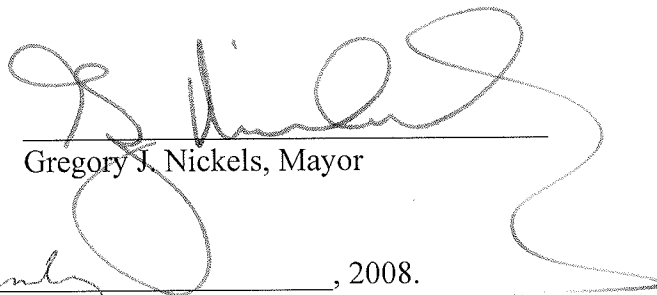
Passed by the City Council the 8th day of December, 2008, and signed by me in open session in authentication of its passage this

8th day of December, 2008.



President _____ of the City Council

Approved by me this 11th day of December, 2008.



Gregory J. Nickels, Mayor

Filed by me this 15th day of December, 2008.



Acting City Clerk

(Seal)

[Exhibit 1: Third Amendment of Lease]

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "Third Amendment") is made as of _____, 2009 by and between **MUSREF SPOKANE STREET LP**, a Washington limited liability company and successor in interest to Schnitzer Investment Corp. ("Landlord") and **THE CITY OF SEATTLE**, a Washington municipal corporation ("Tenant").

RECITALS

A. Tenant is leasing from Landlord certain Premises (the "Initial Premises") located at 3601 Second Avenue South in Seattle, Washington, pursuant to a Lease executed February 8, 1993 and amended by an Addendum dated June 30, 2000, a First Amendment executed February 14, 2003 and a Second Amendment dated February 11, 2008 (as amended, the "Lease"). The Initial Premises and real property are more particularly described as the Premises in the Lease.

B. Landlord and Tenant desire to enter into this Amendment to extend the term of the Lease and provide for the expansion of the Premises under the Lease into those certain premises located at 3641 Second Avenue South in Seattle, Washington, all under the terms of this Amendment.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined or amended in this Third Amendment will have the meaning given to such terms in the Lease.

2. Term. The term of the Lease is extended for an additional period of twelve months commencing February 1, 2013, and expiring at 11:59 p.m. on January 31, 2014 (the "Additional Term").

3. Expansion Space. Effective as of February 1, 2009 (the "Expansion Date"), the Premises under the Lease will be expanded to include that certain premises containing approximately 13,661 square feet (of which approximately 1,248 square feet are office space) which are located at 3641 Second Avenue South in Seattle, Washington (the "Expansion Space"). The Expansion Space is shown on Exhibit A attached to this Amendment and is located on real property legally described in Exhibit B attached to this Amendment. As of the Expansion Date, for all purposes under the Lease, the "Premises" will mean both the Initial Premises and the Expansion Space. Except as specifically set forth in this Amendment, the terms of the Lease will apply to the Expansion Space as well as the Initial Premises including, without limitation, the provisions of the Lease with respect to the use of the Premises.

4. Rent. Commencing on the Expansion Date and continuing through the termination of the Lease on January 31, 2014, Tenant's payment of Rent and utilities, taxes, insurance, management fees and maintenance (as required under paragraph 3 of the First Amendment to the Lease) shall commence and be due and payable with respect to the Expansion



Space as well as the Initial Premises. Commencing on the Expansion Date, Tenant shall pay to Landlord, as basic monthly rental for the Premises, without any prior notice, demand, offset or deduction, monthly installments of Rent as follows:

Period	Basic Monthly Rent
February 1, 2009 to January 31, 2010	\$19,740.09
February 1, 2010 to January 31, 2011	\$20,332.29
February 1, 2011 to January 31, 2012	\$20,942.26
February 1, 2012 to January 31, 2013	\$21,570.53
February 1, 2013 to January 31, 2014	\$22,217.64

Tenant shall pay all Rent for the Expansion Space at the time and place and in the manner provided for the payment of Rent under the Lease.

5. Condition of Premises. Tenant acknowledges and agrees that Tenant is currently occupying the Expansion Space under a separate lease agreement, and Tenant accepts the Expansion Space "AS IS" in the broadest sense of the term, without benefit of any improvements to be constructed by Landlord. Landlord shall not be required to make any improvements or repairs to the Expansion Space or to the Initial Premises prior to or during the Additional Term. Tenant will be permitted to construct such improvements as are necessary for Tenant's permitted use of the Premises (the "Tenant Improvements") in accordance with the Tenant Improvements Workletter attached to this Lease as Exhibit C.

6. Brokers. Tenant represents and warrants to Landlord that it has dealt with no real estate brokers or salespersons in connection with this Amendment. If any person or entity claims a real estate fee or commission or other such fee in connection with the subject transaction, and such claim is based on actual or alleged oral or written agreements or understandings with Tenant, Tenant shall indemnify, defend and hold Landlord harmless from any such claims or demands, including attorneys' fees incurred by Landlord as a result of any such claim or demand.

7. No Other Changes. Except as specifically amended pursuant to this Amendment, all of the terms and conditions of the Lease remain unchanged and will be in full force and effect throughout the term of the Lease, including the Additional Term. If any of the terms or conditions of this Amendment conflict with any of the terms or conditions of the Lease, this Amendment shall control.

8. Effective Date. Landlord and Tenant intend this Amendment to become a part of the existing Lease and expand the Premises. So long as this Amendment is approved by the Seattle City Council and signed by both Landlord and Tenant, this Amendment will be effective as of February 1, 2009 regardless of the date of execution.

LANDLORD

MUSREF SPOKANE STREET LP, a
Washington limited partnership

By METZLER US REAL ESTATE FUND GP
SPOKANE STREET LLC, its general partner

By METZLER US FUND LLC, its manager

By METZLER MANAGEMENT, INC.,
its manager

By _____
Name _____
Title _____

TENANT

THE CITY OF SEATTLE, a
Washington municipal corporation

By _____
Name _____
Title _____



STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **METZLER MANAGEMENT, INC.**, manager of **METZLER US FUND LLC**, manager of **METZLER US REAL ESTATE FUND GP SPOKANE STREET LLC**, general partner of **MUSREF SPOKANE STREET LP**, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

Signature

Print Name
NOTARY PUBLIC in and for the State of _____,
residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **THE CITY OF SEATTLE**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

Signature

Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.



EXHIBIT A
FLOOR PLAN OF EXPANSION SPACE

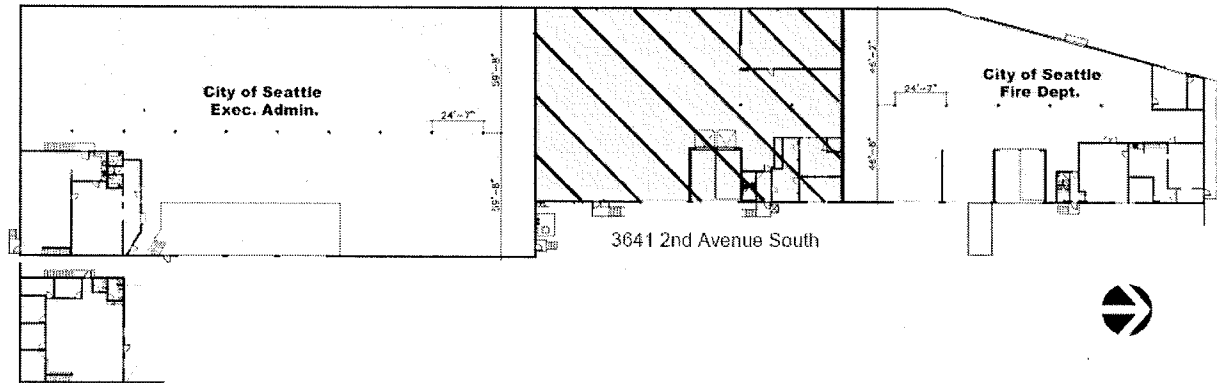


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Parcel 2, King County Short Plat No. 133, as recorded under King County Recording Number 7411060348.

EXHIBIT C

TENANT IMPROVEMENTS WORKLETTER

1. Delivery of Premises. Landlord shall deliver the Expansion Space to Tenant in accordance with paragraph 4 of this Amendment. Once Tenant has commenced construction of the Tenant Improvements (as defined in paragraph 2 below), Tenant shall diligently prosecute such work to completion.

2. Tenant Improvements. All Tenant Improvements to be constructed in the Expansion Space shall be designed and constructed at Tenant's sole expense, subject to the application of the Tenant Allowance (as defined in paragraph 4 below). Tenant shall obtain, at its sole cost and expense, all permits and approvals required in connection with the Tenant Improvements. The Tenant Improvements shall be constructed pursuant to a construction contract between Tenant and a contractor approved by Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, at Tenant's option, Landlord shall manage the construction of the Tenant Improvements using Landlord's contractor following agreement between Landlord and Tenant with respect to the improvements to be made, the cost of those improvements, and any management fees. In the event Landlord and Tenant are not able to agree to such terms, Tenant shall retain the right to complete the Tenant Improvements in accordance with this Exhibit C.

Within twelve (12) months after the date of this Amendment, Tenant shall cause to be prepared and submitted to Landlord for review a detailed set of plans and specifications describing the entire Tenant Improvements prepared by an architect or designer approved in advance by Landlord (the "**Plans and Specifications**"). No later than twenty (20) days after receipt by Landlord of the Plans and Specifications, Landlord shall notify Tenant either of its approval thereof, or specify the changes that Landlord requires. Landlord shall not unreasonably withhold its consent to Tenant's Plans and Specifications. If changes are required, Tenant shall, within twenty (20) days after Landlord's notice, provide to Landlord amended Plans and Specifications addressing Landlord's changes. Landlord shall respond to Tenant regarding the amended Plans and Specifications within twenty (20) days of receiving them, and Landlord shall not unreasonably withhold its consent to Tenant's amended Plans and Specifications. Landlord's failure to respond to any documents submitted to it under this paragraph within any twenty (20) day period shall be deemed Landlord's approval of the documents submitted by Tenant. If any portion of the Tenant Improvements is not fully set forth on the Plans and Specifications, Tenant shall obtain Landlord's prior written approval before performing such work.

3. Tenant Warranty. Tenant warrants that the Tenant Improvements shall be constructed in a good and workmanlike manner, with new materials, in accordance with all applicable laws and codes, and in substantial conformance with the Plans and Specifications. No material modification shall be made to the Plans and Specifications without the prior written approval of Landlord, which shall not be unreasonably withheld or delayed. Prior to commencement of any work on the Expansion Space by Tenant or Tenant's contractor, Tenant or Tenant's contractor shall enter into an indemnity agreement and a lien priority agreement satisfactory to Landlord indemnifying and holding Landlord harmless Landlord for any liability, losses or damages directly or indirectly from lien claims affecting the land, the Building or the

Premises arising out of Tenant's or Tenant's contractor's work or that of subcontractor or suppliers, and subordinating any such liens to the liens of construction and permanent financing for the Building.

4. Tenant Allowance. Landlord shall contribute towards the cost of the Tenant Improvements a tenant allowance in the total amount of \$25,000.00 (the "**Tenant Allowance**"), according to the terms of this paragraph. The Tenant Allowance will be Landlord's sole contribution toward the cost of design, permitting and construction of the Tenant Improvements, including Washington State sales tax. All other costs shall be paid by Tenant.

Upon completion of the Tenant Improvements, Tenant shall furnish Landlord with a payment request and invoices from third parties showing work performed and materials provided for the construction of the Tenant Improvements. Provided that (i) Tenant is not in default under this Lease, (ii) the architect who prepared the Plans and Specifications verifies that the work and materials for which payment is sought have been performed and provided according to approved Plans and Specifications and in accordance with applicable laws and regulations, (iii) Tenant has furnished to Landlord lien waivers or releases from all contractors, subcontractors or suppliers having lien rights to secure payment to them or a bond or other form of cash or cash equivalent security to protect Landlord from any claim of lien, and (iv) all of the Tenant Improvements have been approved by the governmental officials with jurisdiction over the performance of the Tenant Improvements, then Landlord shall disburse the Tenant Allowance within fifteen (15) days after its receipt of the necessary invoices and payment request.

5. Landlord's Approval Rights. Without limiting the discretion given to Landlord elsewhere in this Amendment, Landlord may withhold its approval under this Exhibit C if the work for which approval is sought would: (i) materially and adversely affect the structural integrity of the Building or any heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication or other system within the Building, (ii) not be approved by a lender holding a mortgage lien on the Building, or (c) violate any declaration of restrictive covenants, operating agreement, reciprocal easement or any other agreement which binds the Building or the real property on which the Building is located.

6. Tenant Improvement Representative. Prior to the commencement of the Tenant Improvements under this Workletter, Tenant shall designate in writing one individual who will be the Tenant's Representative during the work. Landlord will be entitled to rely on the decisions of the designated person regarding the work (and the decisions of such person will be binding upon Tenant) until Landlord has received written notice from Tenant that such person's authority has been revoked.

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
FFD	Kyle Joyce / 4-7154	Kathryn Ewing / 3-9580

Legislation Title:

AN ORDINANCE authorizing the Fleets and Facilities Department Director, on behalf of the Seattle Fire Department, to execute an amendment to a lease agreement with MUSREF Spokane Street, LP, a Washington Limited Partnership, for warehouse space at 3641 2nd Avenue South in Seattle.

- **Summary of the Legislation:**

This legislation authorizes the Fleets and Facilities Department (FFD) to execute a lease amendment with MUSREF Spokane Street, LP to provide 13,661 rentable square feet of warehouse space at 3641 2nd Avenue South in Seattle for a term of five (5) years. The lease requires legislation, because the amount of warehouse space exceeds FFD statutory authority for leasing under Seattle Municipal Code 3.18.240.

- **Background:**

FFD has leased approximately 13,661 square feet at this location on behalf of Seattle Public Utilities (SPU) since January 1, 1999. SPU no longer has use for this space, and SFD needs it for storage of furniture, fixtures and equipment, as well as for back-up emergency items displaced by the Fire Levy project over the next five years. For 2009, the cost of this warehouse space is \$8.57 per square foot per year.

SFD currently leases warehouse space at 3602 2nd Avenue South (SFD Commissary). This space is in the same building as, and adjacent to, the 3641 2nd Avenue South space. This legislation will not only allow concentration of SFD storage in one location, but will also reduce the need for additional staffing and equipment to manage that storage.

X This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2008 Appropriation	2009 Anticipated Appropriation
NA	NA	NA	NA	NA
TOTAL				

Notes:

SFD has included the total new lease rental cost (below) in the SFD 2009-2010 Proposed Budget. FFD will seek equivalent pass-through budget authority sufficient to permit lease payments to the landlord.

Calculation of Lease Costs (Rent+Overhead (OH)+Operating Expenses) for SFD warehouse space at 3641 2nd Avenue South.

Table 1: Rent Payments for SFD warehouse space in 2009 and 2010 covered by this legislation.

Cost	2009	2010
Rent/month	\$9,753.00	\$10,045.59
Rent/year	\$117,036.00	\$120,547.08
FFD OH 3%	\$4,215.98	\$4,342.46
Annual Rent + OH	\$121,251.98	\$124,889.54
Annual Op Exp	\$23,496.92*	\$24,201.83*
Total	\$144,748.90	\$149,091.37
Total 2009+2010		\$293,840.27

*Estimates provided by landlord (FFD estimates 3.6% increase in operating expenses for second year of the lease.)

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2008 Revenue	2009 Revenue
NA	NA	NA	NA	NA
TOTAL				

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:

None

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2008 Expenditures	2009 Anticipated Expenditures
NA	NA	NA	NA	NA
TOTAL				

• **What is the financial cost of not implementing the legislation?**

Failure to implement this legislation will require a renewed property search for space to meet SFD's needs and could result in higher lease rates for less desirable space.

• **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

The lease authorized by this legislation provides the most favorable combination of lease rate, layout and location for the City. The fact that the space is adjacent to the existing SFD Commissary allows much more cost effective storage management than any other location.



The only viable alternative is to move to a similar warehouse space in another building at considerable expense, as noted above.

- **Is the legislation subject to public hearing requirements:**

No.

- **Other Issues** *(including long-term implications of the legislation):*

None.

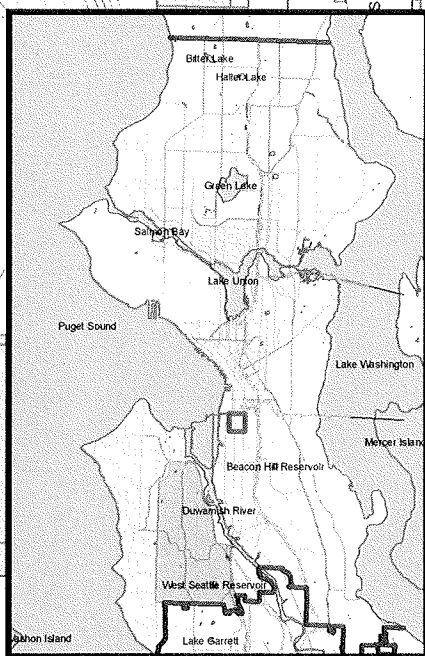
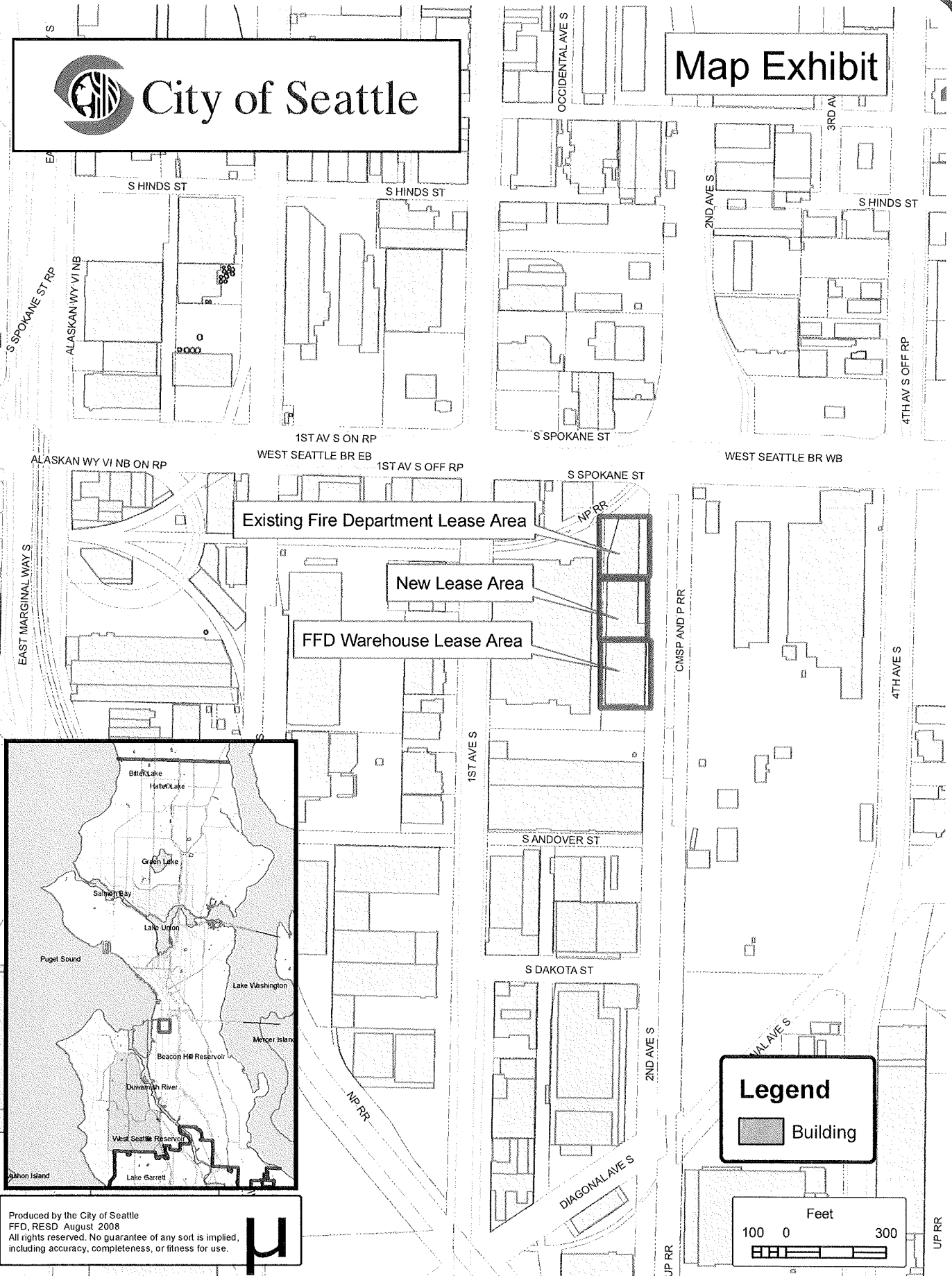
Please list attachments to the fiscal note below:

Map showing the location of the space to be leased.




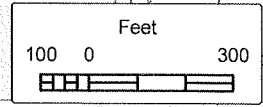
City of Seattle

Map Exhibit



Legend

 Building



Produced by the City of Seattle
FFD, RESD August 2008
All rights reserved. No guarantee of any sort is implied,
including accuracy, completeness, or fitness for use.



2008 CITY CLERK



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 18, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill authorizing the Fleets and Facilities Department (FFD) to amend a lease agreement with Metzler US Real Estate Fund (MUSREF) Spokane Street LP, to provide the Seattle Fire Department (SFD) with warehouse space at 3641 2nd Avenue South in Seattle. The amendment will add square footage and extend the lease term by five years.

FFD has leased approximately 13,661 square feet at this location on behalf of Seattle Public Utilities (SPU) since January 1, 1999. SPU no longer has use for this space, and SFD requires it for the temporary storage of furniture, fixtures and equipment, as well as back-up emergency items displaced by Fire Levy projects over the next five years. SFD currently leases warehouse space adjacent to this space in the same building.

The additional space made available to SFD by this legislation provides efficiency in the support of the Fire Facilities and Emergency Response Levy by allowing concentration of SFD storage in one location, reducing the need for additional staffing and equipment to manage that storage. Thank you for your consideration of this legislation. Should you have questions, please contact Dave Goss at 233-5069 or Kyle Joyce at 684-7154.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, stylized, looping flourish that extends across the signature area.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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STATE OF WASHINGTON – KING COUNTY

--SS.

232986
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 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

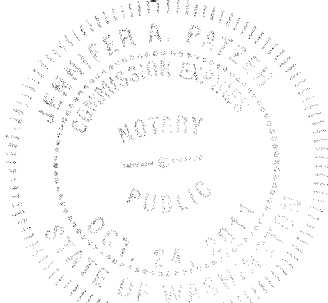
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122870-875,877-879

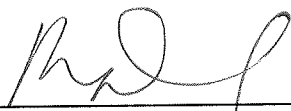
was published on

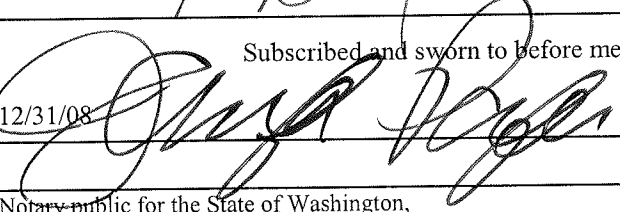
12/31/08

The amount of the fee charged for the foregoing publication is the sum of \$ 168.60, which amount has been paid in full.



Affidavit of Publication



Subscribed and sworn to before me on
12/31/08 

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 December 8, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122879

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

ORDINANCE NO. 122878

AN ORDINANCE authorizing, in 2008, acceptance of funding from non-City sources; authorizing the heads of the Seattle Fire Department, the Seattle Police Department, the Seattle Public Utilities, the Department of Parks and Recreation, the Office of Arts and Cultural Affairs, and the Department of Finance to accept specified grants and private funding and to execute, deliver, and perform corresponding agreements.

ORDINANCE NO. 122877

AN ORDINANCE amending the 2008 Adopted Budget, including the 2008-2013 Capital Improvement Program (CIP) and the Position List; changing appropriations to various departments and budget control levels, and from various funds in the Budget; making cash transfers between various City funds; establishing a new appropriation; creating positions, some of which are exempt from the Civil Service, and modifying an existing position; adding new projects, and revising project allocations in the 2008-2013 CIP for certain projects; all by a three-fourths vote of the City Council.

ORDINANCE NO. 122875

AN ORDINANCE authorizing the Fleets and Facilities Department Director to execute a lease agreement with 900 Fourth Avenue Property LLC, a Washington limited liability company, for office space at 901 Fifth Avenue in Seattle.

ORDINANCE NO. 122874

AN ORDINANCE authorizing the Fleets and Facilities Department Director, on behalf of the Seattle Fire Department, to execute an amendment to a lease agreement with MUSREF Spokane Street, LP, a Washington Limited Partnership, for warehouse space at 3641 2nd Avenue South in Seattle.

ORDINANCE NO. 122873

AN ORDINANCE accepting deeds for street and/or alley purposes and easements for sidewalk purposes; establishing, laying off, and widening portions of the following rights-of-way: the alley in Block 17, Denny-Fuhrman Addition to the City of Seattle; the alley in Block 97, D.T. Denny's 5th Addition to North Seattle; the alley in Block 2, Sparkman & McLean's 1st Addition to West Seattle; the alley in Block 6, Pettit's University Addition to the City of Seattle; the alley in Block 78, D.T. Denny's Park Addition to North Seattle; the alley in Block 5, University Heights; the alley in Block 19, Hill Tract Addition to the City of Seattle; the alley in Block 158, Gilman Park Addition; Prospect Street and Eastlake Avenue E abutting Block 12, East Park Addition; the alley in Block 27, North Seattle; the alley in Block 36, Bell & Denny's 2nd Addition to the City of Seattle; the alley in Block 72, Terry's First Addition to the Town of Seattle; the alley in Block 54, Terry's First Addition to the Town of Seattle; the sidewalk adjoining Lot 6, Block 16, Walker's Addition to the City of Seattle; the alley in Block 9, Claremont Addition; the alley in Block 1, Scenic Park; the alley in Block 18, H.E. Nelson Addition to the City of Seattle; Bayview Avenue S abutting Block 16, Walker's Addition to the City of Seattle; the alley in Block 54, Terry's First Addition to the Town of Seattle; the sidewalk adjoining a portion of Lot 1, Block 54, Terry's First Addition to the Town of Seattle; and placing the real property conveyed by said deeds and easements under the jurisdiction of the Seattle Department of Transportation (SDOT).

ORDINANCE NO. 122872

AN ORDINANCE vacating the alley between Block 30, D.S. Maynard's Plat of the Town of Seattle, and Block 30, Yesler & McIntosh, Supplemental Plat to D.S. Maynard's Plat of the Town of Seattle, on the petition of the Seattle Department of Fleets and Facilities.

ORDINANCE NO. 122871

AN ORDINANCE relating to certain property within Interlaken Park in the City of Seattle; authorizing the transfer of partial jurisdiction for City roadway purposes and maintenance easement from the Department of Parks and Recreation to the Seattle Department of Transportation and superseding the requirements of Ordinance 118477 for the purposes of this ordinance.

ORDINANCE NO. 122870

AN ORDINANCE granting the Chinatown International District Business Improvement Area permission to construct and maintain a traditional Chinese gate in the Chinatown-International District, crossing over South King Street, at least 50 feet east of 5th Avenue South, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and repealing Ordinance 122436.

Publication ordered by JUDITH PIPPIN,
City Clerk

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