Ordinance No. 123113

Council Bill No. 116655

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute a donation agreement and to accept a deed for the donated parcel of land in Seattle known as 9718 44th Avenue NE, King County Parcel No. 5418600050, to be used for utility purposes.

CF No. _____

Date Introduced: 9.21.09	Environment, Energy Management + Utilities
Date 1st Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 9-28-09	Full Council Vote: 8-0
Date Presented to Mayor: 9-29-09	Date Approved: 9.30.09
Date Returned to City Clerk: 10.1.09	Date Published: 2 T.O. ✓ F.T. ___
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:

9/22/09 passed 3-0 yes Conlin, Burgess, McIver

9-28-09 Passed 8-0 (Excused: McIver)

This file is complete and ready for presentation to Full Council. Committee: RC 9/22/09
(initial/date)

LAW DEPARTMENT

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

Audrey Hansen
SPU 9718 44th Ave NE Donation ORD
August 5, 2009
Version 2

ORDINANCE 123113

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute a donation agreement and to accept a deed for the donated parcel of land in Seattle known as 9718 44th Avenue NE, King County Parcel No. 5418600050, to be used for utility purposes.

WHEREAS, Jacquelyn A. Robinson, the current owner of this residentially zoned property, desires to donate this property to the City of Seattle; and

WHEREAS, approximately 300 feet of Thornton Creek meanders through the property, and Thornton Creek is an integral part of the City of Seattle's drainage system; and

WHEREAS, Seattle Public Utilities has concluded it would be in the City's interest to own this property and restore it to a natural floodplain condition as part of the City's effort to restore Thornton Creek; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities, or his designee, is authorized on behalf of the City of Seattle to execute a donation agreement with Jacquelyn A. Robinson, substantially in the form shown in Attachment 1, to accept the Statutory Warranty Deed, substantially in the form shown in Attachment 2 for the donated parcel as legally described therein, and to execute all documents or take any other actions deemed necessary to effectuate acquisition of the donated property. The donated parcel will be placed under the jurisdiction of Seattle Public Utilities.

Section 2. Any act consistent with the authority of this ordinance that is taken after passage of this ordinance but prior to its effective date is hereby ratified and confirmed.

JD COUNCIL CLERK

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 28th day of September, 2009, and signed by me in open session in authentication of its passage this 28th day of September, 2009.

President _____ of the City Council

Approved by me this 30th day of September, 2009.

Gregory J. Nickels, Mayor

Filed by me this 1st day of October, 2009.

City Clerk

(Seal)

Attachment 1 – For Donation of Property Agreement
Attachment 2 – Statutory Warranty Deed

AGREEMENT FOR DONATION OF PROPERTY

This Donation Agreement is entered into between Jacquelyn A. Robinson, a single individual ("Donor") and the City of Seattle, a Washington municipal corporation, acting by and through Seattle Public Utilities ("Donee").

WHEREAS, Donor is the sole owner of certain real property in the City of Seattle known as 9718 44th Avenue NE through which Thornton Creek meanders (the "Property"); and

WHEREAS, Donee is interested in restoring a natural floodplain for the creek on the Property; and

WHEREAS, Donor desires to donate the Property to Donee for Donee's public purposes.

For and in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Conveyance
   Donor hereby agrees to warrant, grant and convey to Donee, in fee simple as a gift, that certain real property commonly known at 9718 44th Avenue NE, Seattle, Washington, King County Parcel No. 5418600050, and legally described as Parcel C, City of Seattle Short Plat Number 76-103 as recorded under Recording Number 7710200700, said Short Plat being a portion of; Lots 5 and 6, Meadowbrook Estates No. 2, according to the plat thereof recorded in Volume 88 of Plats, page 16, in King County, Washington.

2. Donation
   Donee understands and acknowledges that Donor intends the conveyance of the Property as a gift or charitable contribution. However, Donee makes no representations as to the tax consequences of the gift or charitable contribution under this Donation Agreement. Donor will be solely responsible for compliance with any requirements of the Internal Revenue Code and may, at its option and sole expense, obtain independent tax counsel. Donee will cooperate with Donor to execute Internal Revenue Service Form 8283, Part IV, Donee Acknowledgement, upon request of Donor.

3. Escrow; Closing
   Donee, at its expense, will open an escrow with Pacific Northwest Title Company ("Title Company") for the purpose of closing the conveyance of the Property no later than October 5, 2009. The parties may mutually agree to any additional escrow instructions necessary for Title Company to close the transaction in accordance with this Donation Agreement. The parties agree to sign and deliver any additional documents that are

J.D. COUNCIL CLERK

necessary to close this transaction in accordance with this Donation Agreement and State law, including a Real Estate Excise Tax Affidavit and any Supplemental Statement required for gifts.

4. Taxes

The parties agree that all taxes, assessments and encumbrances that will be a lien against the Property at closing, including all deferred taxes, whether or not a lien, and any other charges that could be imposed on the Property in the future by recapture or otherwise as a result of any classification of the Property for assessment purposes existing prior to closing, open space tax, interest, and penalties, whether or not those charges would constitute a lien against the Property at closing, shall be satisfied of record by Donor at or before closing. Donor will indemnify Donee for any tax, assessment or encumbrance obligations that arise out of ownership prior to closing, regardless when imposed or collected. Current real property taxes and utilities charges payable during the year in which closing occurs shall be prorated as of closing.

5. Title

Donee has obtained a preliminary title commitment from Pacific Northwest Title Company, a copy of which is attached and incorporated herein as Exhibit A ("Title Commitment"). At closing, Donor will execute and deliver a good and sufficient statutory warranty deed, as shown in Exhibit B, conveying good, insurable and marketable title to the Property to Donee in fee simple, with only those exceptions listed on the Title Commitment that are approved in writing by Donee. If Donor is unable or unwilling to satisfy or eliminate all of the stated title objections by the date set for closing, Donee may, at its option, waive the title objections and proceed to closing or terminate this Donation Agreement.

6. Title Insurance

At Donees' expense, Donee will obtain a standard owner's policy of title insurance from the Title Company for the Property upon closing.

7. Preservation and Delivery of Property

Donor acknowledges that the Donee intends to use the Property as a restored floodplain for Thornton Creek. Donor shall refrain from and shall not actively permit any use of the Property for any purpose or in any manner which would adversely affect the Donee's intended use of the Property as a restored natural area or similar use. Notwithstanding the above, Donee agrees that Donor may remove or alter current yard landscaping.

COUNCIL OFFICE

8. Donor's Representations and Warranties

Donor hereby makes the following representations and warranties as of closing:

A. There are no parties or trespassers in possession of, or which have a right to possess all or any portion of the Property, and there are no leases, licenses, permits, encroachments or mechanics', laborers', or material persons' liens or claims affecting the Property. Donor shall not enter into or allow any further encumbrances on the Property, including leases, trust deeds, mortgages, restrictions, encumbrances, liens, licenses or other instruments or agreements affecting the Property from and after the date of this Agreement. Donee shall not assume nor be deemed to have assumed any obligation or liability under any such further encumbrance without its express written agreement to do so.

B. The conveyance of the Property to Donee includes all mineral rights in the Property and Donor has withdrawn or terminated any existing or pending permits or applications for mining, and any other related documents, applications or agreements related to mining rights, permits or approvals by Donor to other parties.

C. Donor has complied in all material respects with all applicable laws, ordinances, regulations, statutes and rules relating to the Property, and has not received nor is aware of any notification from any governmental authority having jurisdiction, requiring any work to be done on the property or advising of any condition (including without limitation hazardous wastes) which would render the Property unusable or affect the usability or value of the Property or any part thereof for the purposes of the Donee.

D. Donor is not holding fee title as nominee for any other person or entity and has full authority to transfer fee title to Donee.

E. No law, statute, rule or ordinance to which Donor or the Property are subject, have been violated or contravened by executing and performing this Agreement and no conflicts with or breaches of any of the terms or conditions of any agreement or instrument to which Donor or its principles are a party or by which they are bound, and there exists no default in respect to any obligation pertaining to the Property.

F. Donee shall not be required, by virtue of accepting the donation of the Property, to satisfy any obligation of Donor.

G. To the best of Donor's knowledge, there is no threatened or pending litigation, which could now or in the future in any way constitute a lien, claim or obligation of any kind on the Property; affect the use, ownership or operation of the Property; or otherwise adversely affect the Property.

H. To the best of Donor's knowledge, the Property does not contain any underground tanks, materials containing or producing any polychlorinated biphenyls or any asbestos and has not been used in any manner for the storage of any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of

COUNCIL CLERK

soil, groundwater or otherwise, and no activity on the Property has produced any such substances.

I. To the best of Donor's knowledge, there are no easements, tenancies or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property. There are no disputes, claims or actions involving any encroachments or the location of any fence or other monumentation of the Property's boundary.

The existence as of the closing date of any state of facts with respect to the Property which are inconsistent with any of the foregoing representations and warranties in the Donee's sole discretion shall constitute the failure of a condition precedent to the Donee's obligations under this Agreement. In such event, the Donee shall have the right to terminate this Agreement.

9. Contingencies to Closing
Donee's obligation to close as provided herein shall be subject to satisfaction of the following contingencies:
(a) The legal documents, including the deed, shall be acceptable to the Seattle City Attorney's Office, and
(b) Donor shall be in full compliance with this Agreement, and
(c) Donor's representations and warranties shall be true and accurate.

10. Indemnification
11. Donor shall indemnify, defend and hold harmless Donee from and against any and all loss, claims, demands, causes of action, liability, liens and encumbrances, costs and expenses, including reasonable attorneys' fees, arising out of or related in any way to Donor's ownership of the Property or this Agreement. Donee shall notify Donor in writing of the nature of any claim for indemnification. City Council Ordinance
In the event that the City of Seattle does not pass an ordinance accepting the Deed for the Property by September 30, 2009, this Donation Agreement shall terminate, and neither party shall have any further obligation to the other.

IN WITNESS WHEREOF, Donor and Donee have executed this Donation Agreement by their fully authorized representatives as of the _____ day of _____, 2009.

Donor: _____

Jacquelyn A. Robinson

CITY COUNCIL CLERK

Donee: _____

Ray Hoffman, Acting Director, Seattle Public Utilities

STATE of WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jacquelyn A. Robinson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the owner of the Property, as a single individual, to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date _____ _____

Printed name _____ Notary Public in and for the State of Washington Residing at _____

My commission expires _____

Notary Seal

STATE of WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ray Hoffman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Acting Director of Seattle

COUNCIL CLERK

Public Utilities, acting for and by the City of Seattle, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date _____ _____

Printed name _____ Notary Public in and for the State of Washington residing at _____

My commission expires _____

Notary Seal

CITY COUNCIL CLERK

When recorded, please return to:

Real Property, Claims & Facility Services
Seattle Public Utilities
PO Box 34018
Seattle WA 98124-4018

Document Title:	Statutory Warranty Deed
Reference numbers of related documents:	N/A
Grantor:	Robinson, Jacquelyn A.
Grantee:	City of Seattle
Legal Description (abbreviated)	Pts. of Lots 5-6, Meadowbrook Estates No. 2, V. 88, Pg. 16
Assessor's Parcel No(s):	5418600050

STATUTORY WARRANTY DEED

THE GRANTOR, **Jacquelyn A. Robinson**, a single woman, for and inconsideration of ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to the **City of Seattle, a municipal corporation**, GRANTEE, the land that is legally described on Exhibit 1 attached hereto and made a part hereof (the "Land"), subject to those matters set forth on Exhibit 2 attached hereto and made a part hereof, situated in the County of King, State of Washington.

In addition, the Grantor hereby conveys and quitclaims to Grantee all rights, privileges and easements appurtenant to the Land, including any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "Appurtenances").

J.D. COUNCIL CLERK

DATED this _____ day of _____, 2009.

GRANTOR:

_____
Jacquelyn A. Robinson

STATE OF WASHINGTON)
: ss.
County of King)

I certify that I know or have satisfactory evidence that **Jacquelyn A. Robinson** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

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

COUNCIL CLERK

EXHIBIT 1

That portion of the Northwest Quarter of Section 34, Township 26 North, Range 04 East, W.M., in King County, Washington, described as follows:

Parcel C, City of Seattle Short Plat Number 76-103 as recorded under Recording Number 7710200700, said Short Plat being a portion of;

Lot 5 and 6, Meadowbrook Estates No. 2, according to the plat thereof recorded in Volume 88 of Plats, page 16, in King County, Washington.

Subject to easements of record.

CITY COUNCIL CLERK

EXHIBIT 2

EXCEPTIONS TO TITLE

1. EASEMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

GRANTEE:	LAKE CITY SEWER DISTRICT
PURPOSE:	Sewer
AREA AFFECTED:	Said premises
RECORDED:	April 03, 1952
RECORDING NUMBER	4224112

Said easement is also delineated on the face of the Short Plat.

2. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN SHORT PLAT:

RECORDED:	October 20, 1977
RECORDING NUMBER	7701200700

3. RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS:

DECLARATION DATED:	September 1, 1981
RECORDED:	September 1, 1981
RECORDING NUMBER:	8109010837

4. Right of the public to make necessary slopes for cuts and fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

KJ COUNCIL CLERK

Form revised May 26, 2009

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 Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute a donation agreement and to accept a deed for the donated parcel of land in Seattle known as 9718 44th Avenue NE, King County Parcel No. 5418600050, to be used for utility purposes.

- **Summary of the Legislation:**
  This legislation would authorize Seattle Public Utilities to accept the donation of a residential property adjacent to Thornton Creek.

- **Background:**
  A citizen recently contacted Seattle Public Utilities to offer her unoccupied home and property to the City for the restoration of the floodplain along Thornton Creek. The creek meanders through the property for approximately 300 feet. Seattle Public Utilities would deconstruct the house, restore the floodplain and manage the property in a natural state as part of the City's drainage system. The property is depicted in Exhibit A of this fiscal note.

- **Please check one of the following:**

__X__ ***This legislation has financial implications***

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2009 Appropriation	2010 Anticipated Appropriation
TOTAL				

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

Notes: SPU expects to spend approximately $90,000 on this project in 2009. Of this, real property and permitting costs are expected to be about $7,000, house deconstruction is expected to cost $17,000, and site restoration $66,000. SPU expects to apply to the King Conservation District for a grant to recover all costs associated with this project. Approval of that request not certain but SPU staff considers it highly likely the funding will be approved

CITY COUNCIL CLERK

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2009 Revenue	2010 Revenue
				N/A
TOTAL				

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

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2009 Positions	2009 FTE	2010 Positions*	2010 FTE*
TOTAL							

** 2010 positions and FTE are total 2010 position changes resulting from this legislation, not incremental changes. Therefore, under 2010, please be sure to include any continuing positions from 2009.*

Notes: No new positions are associated with this legislation.

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2009 Expenditures	2010 Anticipated Expenditures
TOTAL				

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

Notes: House deconstruction will occur in 2009 and floodplain restoration in 2010.

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

Not implementing this legislation has no financial cost. There would be a missed opportunity cost.

- **Does this legislation affect any departments besides the originating department?**

SPU will need to coordinate with DPD for deconstruction of the existing house and reclassification of the property from residential use to open-space, natural area designation.

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

None

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

No Council public hearing is required. SPU will hold a neighborhood meeting prior to deconstruction of the house and construction of the floodplain project.

- **Other Issues**

None

Attachment: Exhibit A, Map of Property

CITY COUNCIL CLERK

Exhibit A to SPU 9718 44th NE Donation FISC

COUNCIL CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 1, 2009

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 Seattle Public Utilities (SPU) to accept the donation of a house and property in North Seattle that lie within the floodplain of lower Thornton Creek, and identified as having strong potential for floodplain reconnection. SPU intends to return the parcel to natural creek conditions to reduce flooding on downstream properties and to enhance in-stream and riparian habitat. The house will be deconstructed and the adjacent riparian zone replanted with native forest vegetation in keeping with Green Seattle Partnership goals.

Floodplain restoration is one of the highest priorities in the Thornton Creek watershed. This parcel has been identified as one of several critical reaches on the stream where floodplain reconnection will have a significant benefit in reducing downstream flooding. Thank you for your consideration of this legislation. Should you have questions, please contact Audrey Hansen at Seattle Public Utilities (684-5877).

Sincerely,

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
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

COUNCIL CLERK

STATE OF WASHINGTON – KING COUNTY

--ss.

245697 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

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:123108-09,11-16

was published on

10/08/09

The amount of the fee charged for the foregoing publication is the sum of $ 134.43, which amount has been paid in full.

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT. 24, 2011

Subscribed and sworn to before me on 10/08/09

Notary public for the State of Washington, residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on September 28, 2009, and published here by title only, will be mailed upon request, or can be accessed at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123115

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

ORDINANCE NO. 123114

AN ORDINANCE relating to the City's water system; declaring as surplus certain property rights in Seattle Public Utilities' Tolt Pipeline right of way; and authorizing the Director of Seattle Public Utilities ("SPU") to execute and convey an easement for such surplus property rights to Puget Sound Energy, Inc. ("PSE") for purposes of installing a natural gas pipeline in a portion of the Tolt Pipeline right of way.

ORDINANCE NO. 123113

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to execute a donation agreement and to accept a deed for the donated parcel of land in Seattle known as 9718 44th Avenue NE, King County Parcel No. 5418600050, to be used for utility purposes.

ORDINANCE NO. 123112

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to collect a franchise fee from retail customers in the City of Lake Forest Park, and revising water rates and charges and amending Seattle Municipal Code Chapter 21.04 in connection therewith, and ratifying and confirming certain prior acts.

ORDINANCE NO. 123111

AN ORDINANCE relating to a loan from the Washington Department of Ecology allocated through the American Recovery and Reinvestment Act of 2009 for the purpose of making water quality improvements in the Ballard combined system basin; accepting the loan funds and authorizing the Seattle Public Utilities' Director or his designee to execute related agreements.

ORDINANCE NO. 123109

AN ORDINANCE relating to City employment; authorizing the execution of a memorandum of understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 46, increasing wages to the job title of Electrical Plans Examiner; providing payment for such increase; and ratifying and confirming prior acts.

ORDINANCE NO. 123108

AN ORDINANCE related to the Department of Information Technology and Department of Executive Administration; lifting a budget proviso restricting expenditures in the 2009 Adopted Budget relating to a Constituent Relationship Management (CRM) system; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123116

AN ORDINANCE accepting funds from the U.S. Department of Energy allocated through the American Recovery and Reinvestment Act of 2009 and the Energy Efficiency and Conservation Block Grant program; authorizing the Mayor or his designee to execute related agreements; amending the 2009 Adopted Budget to increase appropriations for Seattle City Light, the Department of Planning and Development, the Office of Housing, the Office of Sustainability and Environment, the Seattle Department of Transportation, and Finance General; creating an exempt position in the Office of Sustainability and Environment; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Publication ordered by the City Clerk

Date of publication in the Seattle Daily Journal of Commerce, October 8, 2009.

10/8(245697)