

ORDINANCE No. 118136

Law Department

COUNCIL BILL No. 11240

The City of Seattle--Legis

AN ORDINANCE relating to the Department of Administrative Services; authorizing negotiation for and execution of a lease agreement for warehouse space to accommodate Department of Administrative Services staff and operations.

INDEXED

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____ report that we have considered the same and respectfully recom

COMMITTEE FILE No. _____

Introduced: <u>5-6-96</u>	By: <u>Choe</u>
Referred: <u>5-6-96</u>	To: <u>Finance & Budget</u>
Referred:	To:
Referred:	To:
Reported: <u>MAY 20 1996</u>	Second Reading: <u>MAY 20 1996</u>
Third Reading: <u>MAY 20 1996</u>	Signed: <u>MAY 20 1996</u>
Presented to Mayor: <u>MAY 21 1996</u>	Approved: <u>MAY 5 1996</u>
Returned to City Clerk: <u>MAY 20 1996</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

Full Council Vote

Martin Co

Committee Chair

Department

The City of Seattle--Legislative Department

EXED

REPORT OF COMMITTEE

Date Reported
and Adopted

*MAY 15th,
PASSED 3-0*

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____

report that we have considered the same and respectfully recommend that the same:

Full Council Vote 6-0

Marilyn Chase

Committee Chair

OFFICE OF THE CLERK OF THE CITY OF SEATTLE
1000 4TH AVENUE, SUITE 1000, SEATTLE, WA 98101
TEL: 206-468-2000 FAX: 206-468-2001

ORDINANCE 118136

1
2 AN ORDINANCE relating to the Department of Administrative Services; authorizing negotiation for
3 and execution of a lease agreement for warehouse space to accommodate Department of
4 Administrative Services staff and operations.

5 WHEREAS, the City now leases space for office supplies and records storage and has a continuing need
6 for said space; and

7 WHEREAS, the current spacing is still suitable and desirable; Now, therefore,

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

9 Section 1. As requested by the Director of Administrative Services and recommended by the
10 Mayor, the Director of Administrative Services is hereby authorized to negotiate and execute, for and on
11 behalf of The City of Seattle, a real property lease agreement, subject to approval as to form by the City
12 Attorney, for up to 20,000 square feet of warehouse space at market rates, for a period not to exceed seven
13 years.
14

15 Section 2. The rental payments contemplated by the terms of the lease agreement authorized in
16 Section 1 hereof shall be charged to the appropriate expenditure allowance or allowances in the budget of
17 the Department of Administrative Services. The Director of Finance is authorized to pay the necessary
18 warrants and make the necessary transfers through the SFMS work order billing system.

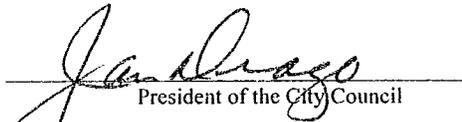
19 Section 3. The execution of the lease agreement authorized in Section 1 hereof and any other act
20 consistent with the authority but prior to the effective date of this ordinance are hereby ratified and
21 confirmed.
22
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24

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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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.

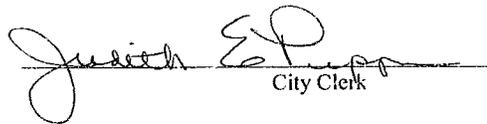
Passed by the City Council the 20 day of May, 1996, and signed by me in open session in authentication of its passage this 20 day of May, 1996.


President of the City Council

Approved by me this 25 day of May, 1996.


Mayor

Filed by me this 28th day of May, 1996.


City Clerk

ref: FacSvcs Ord/Agrmt #5 (1104MRCR)

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EXHIBIT A
LEASE AGREEMENT
PART A - SIGNATURE FORM

PARTIES THIS LEASE AGREEMENT, entered into by and between the J & B INVESTMENTS (hereinafter referred to as the "Lessor"), and THE CITY OF SEATTLE, a municipal corporation duly organized and existing under the laws of the State of Washington, as Lessee, (hereinafter referred to as the "City"), WITNESSES THAT:

PREMISES The Lessor hereby leases to the City, and the City hereby leases from the Lessor a portion of that certain real property in Seattle, King County, Washington that may be further described as follows:

The east 55 feet of Lot 2, East 21 feet of Southern 70 feet and East 55.68 feet of North 30 feet of Lot 3; East 21 feet of Lots 4 through 7, and all of lots 12 through 16, and that portion of vacated 16th Avenue West adjoining: All in Block 128, Seattle Tide Lands, in King County, Washington;

which portion consists of approximately 15,000 square feet of warehouse and office space outlined on Exhibit A (hereinafter referred to as the "Premises") commonly known as 2029 - 15th Avenue West.

PURPOSES Premises shall be used as warehouse and associated office space with maximum occupancy of five persons and for no other business or purpose without the written consent of Lessor.

TERM The term of this lease shall commence on January 1, 1996, and expire on December 31, 2000.

RENT In consideration of this lease and the Lessor's performance of all covenants and agreements contained herein, the Lessee shall pay to the Lessor as the monthly rental for said Premises, the sum of Six Thousand Four Hundred Five and 56/100 Dollars (\$6,405.56). On each succeeding January 1st during the term hereof, the monthly rental will be increased by three (3) percent over the prior year's monthly rent.

INSURANCE The policy of public liability insurance required of the Lessor shall be in at least the following amount.

\$1,000,000.00 Combined Single Limits.

UTILITIES AND OTHER SERVICES Lessee shall pay for the following utilities and other services: telephone. The Lessee's pro rata share of Lessor-paid utilities, taxes and insurance shall be 24.78%.

AGREEMENT CONTENTS This lease consists of the Part A - Signature Form plus Part B - General Terms and Conditions, and Attachment 1 - Schedule of Utilities and Other Services, all of which, by this reference, are incorporated herein, and embody the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter hereof.

EFFECTUATION OF AGREEMENT In order to be effective, this lease must be (1) signed by an authorized representative of the Lessor and returned to the City at the address set forth below, accompanied by the required certificate of insurance, and (2) signed by the City's Director of Administrative Services pursuant to ordinance authority.

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LEASE AGREEMENT

PART B - GENERAL TERMS AND CONDITIONS

1. POSSESSION. In the event of the inability of Lessor to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession.

2. ACCESS. Lessee will allow Lessor's agents free access at all reasonable times to said premises for the purpose of inspection or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make repairs, which are the responsibility of the Lessee as provided herein.

3. UTILITIES AND OTHER SERVICES. The Lessor, at the Lessor's sole expense shall provide or shall otherwise pay for, when due, all costs for providing all utilities and other services on or to the Premises limited to water, sewer, grounds keeping, insurance and property taxes. The Lessee shall pay all charges for utility installations and modifications thereto occasioned by the Lessee's requirements including but not limited to gas furnaces and phone equipment. The Lessee shall pay 100% of the electricity, garbage, and natural gas bill. Lessor shall bill Lessee for Lessee's pro rata share of the above mentioned Lessor-paid utilities, taxes and insurance.

4. CARE OF PREMISES. The Lessor shall not be called upon to make any improvements or repair of any kind, except roof, walls, and foundation on said premises. Premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City of Seattle, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of the City of Seattle, at the sole cost and expense of said Lessee and Lessee will permit not waste, damage or injury to the premises, and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all damages caused by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises.

5. MAINTENANCE - REPAIRS. The premises have been inspected and are accepted by Lessee in their present condition, without reservation except for latent defects or faulty construction of the Premises not discoverable at the time of taking of possession, and Lessee will at all times keep the premises neat, clean and in a sanitary condition, and will replace any glass of all windows and doors as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times preserve said premises in as good repair as they now are or may hereafter be put to. All repairs excepting those due to latent defects or faulty construction shall be at Lessee's sole cost and expense, except outside walls, roof and foundation, and Lessee agrees that at the expiration of this lease, Lessee will quit and surrender the said premises without notice, and in a neat and clean condition, and will deliver up all keys belonging to said premises to the Lessor or Lessor's agents.

6. DAMAGE OR DESTRUCTION. In the event the Premises are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same, and after the happening of any such event, the Lessee shall give the Lessor or the Lessor's agent written notice thereof within forty-eight (48) hours of such occurrence. The Lessor shall have not more than thirty (30) days after the date of such notification to notify the City in writing of the Lessor's intentions to repair or rebuild said Premises; and if the Lessor elects to repair or rebuild said Premises, the Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay. During any period in which the Premises are rendered unfit for occupancy because of any such casualty, the rent of said

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Premises shall be abated in the same ratio that the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. In the event the building in which the Premises are located is destroyed or is damaged (even though the Premises hereby leased shall not be damaged thereby) to such an extent that, in the opinion of the Lessor, it is not practicable to repair or rebuild, then the Lessor may, at its option, terminate the lease by providing written notice thereof to the Lessee within thirty (30) days after such damage or destruction has been determined to be irreparable.

7. COMPLIANCE WITH LAW

(a) General Requirement. The Lessor shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

(b) Licenses and Similar Authorizations. The Lessor and/or the Lessee, when applicable, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

(c) Taxes. The Lessor shall pay, before delinquency, all taxes, levies and assessments to the Premises. The Lessee shall reimburse Lessor for the pro rata share of said taxes applicable to the Premises.

(d) Nondiscrimination and Affirmative Action. The Lessor agrees to and shall comply with all Federal, State and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

(e) Women's & Minority Business Enterprise Utilization. Although there are no requirements in this Lease Agreement that Lessor specifically set-aside a percentage of work for Women-owned or Minority-owned Business Enterprises, the following language is required to be inserted in every City contract by Seattle Municipal Code 20.46A, and therefore it is included in this agreement.

This lease hereby incorporates by reference Seattle Municipal Code (SMC) Ch. 20.46A. The failure of the Lessor to comply with any of the requirements of SMC Ch.20.46A shall be a material breach of contract. The purpose of Seattle's WMBE Program is to provide a prompt remedy for the effects of past discrimination. The City in general, and this Program in particular, are damaged when a contract, or portion of a contract, to be performed by a WBE or MBE is not actually performed by a WBE or MBE in compliance with SMC Ch. 20.46A. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the unmet dollar amount of any WBE or MBE set-aside will fairly compensate the City for resulting delays in carrying out the purpose of the program, and costs of meeting utilization targets through additional contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation.

During the term of this lease, the Lessor shall:

- a. Meet the WBE and MBE set-asides established for the lease, if any;
- b. Make affirmative efforts to utilize WMBEs in performing the terms of the lease, whether as subcontractors, suppliers, or in any other capacity;
- c. Require all that subcontractors make affirmative efforts to utilize WMBEs in performance of the lease;
- d. Maintain records reasonably necessary for monitoring compliance with the provisions of this chapter, and submit such information as may be requested by the Director of the Department of Administrative Services in order to monitor and enforce compliance; and
- e. Require that subcontractors maintain records reasonably necessary for monitoring the subcontractors' compliance with the provisions of this chapter, and that the subcontractors submit such information as may be requested by the Director of the Department of Administrative Services in order to monitor and enforce compliance.

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8. INDEMNIFICATION. The Lessor shall hold Lessee harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the Lessor, its employees or agents; or occurring in, about, or by the areas of the structure of which the Premises form a part that are under the control of the Lessor; or caused by faults or defects inherent in said structure or defects in or malfunctions thereof not discernible by reasonable inspection. The Lessee will hold the Lessor harmless from all claims for accident or injury caused to persons or property by the fault or neglect of the Lessee, its employees or agents, to the extent of the fault or neglect of the Lessee. All personal property of the Lessee on said Premises shall be at the risk of and the responsibility of the Lessee.

9. INSURANCE. The Lessor shall secure and maintain in effect during the full term of this lease and any extensions thereof, public liability insurance covering the ownership including the Premises, with policy limits in the amount set forth in Part A hereof. A copy of a certificate of insurance documenting such action shall be filed with the Property Management Division of the Department of Administrative Services of The City of Seattle. The Lessor shall provide the City with written notice of the cancellation, termination, reduction or any other change in such insurance coverage not less than twenty-five (25) days prior to the effective date of such change.

10. SIGNS. The Lessee may place identification signs upon the Premises, subject to specifications and prior approval of the Lessor; and permission to place such signs shall not be unreasonably withheld by the Lessor. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said Premises and to show the Premises to prospective tenants for thirty (30) days prior to the expiration of this lease.

11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

(a) Lessee shall not make any alterations, additions or improvements in said premises, without the consent of Lessor in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as a part hereof at the termination of this lease, without disturbance, molestation or injury.

(b) The Lessor shall pay the cost of all alterations, additions, and improvements initiated for the Lessor's convenience, and save the City free and harmless from damage, loss or expense arising out of said alterations performed by the Lessor or on its behalf.

12. TERMINATION.

(a) Notwithstanding any other provision herein, in the event that either party to this lease defaults in the performance of any of the terms, provisions, covenants and agreements to be kept, observed and performed as provided in the following sections:

Part A - TERM

RENT

Part B - Subsection 3 UTILITIES AND OTHER SERVICES

Subsection 4 CARE OF PREMISES

Subsection 5 MAINTENANCE-REPAIRS

and such default is not corrected within thirty (30) days after the receipt of written notice thereof from the other party, then the non-breaching party may, at its option, immediately terminate this lease, without notice or other proceedings, and in such event the Lessor may also re-enter and take possession of the Premises. Damages may be claimed for a default in the performance of the other lease obligations, but such default shall not be cause for termination of this lease unless such default is repeated upon three or more occasions and a notice to comply is provided after each such instance.

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13. SURRENDER OF PREMISES. Upon the expiration or termination of this lease, including any extensions thereof, whichever is earlier, the Lessee shall quit and surrender said Premises and all keys thereto, without notice and in as good condition as received at the commencement of the term hereof except for ordinary wear and tear; damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee; property damaged, removed, or destroyed by the Lessor or its agents; latent defects or faulty construction of the structure of which the Premises comprise a part, not discoverable by inspection at the time of taking possession.

14. ADJUDICATION. This lease shall be construed under all of the applicable laws, statutes, ordinances, rules and regulations of the United States of America, the State of Washington, and The City of Seattle. In the case of a dispute between the parties, jurisdiction over such dispute shall be with the Superior Court of King County, Washington.

15. NOTICES. All notices to be given by either of the parties hereto to the other party, including but not limited to invoices, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, as either certified or regular mail, addressed as specified in Part A hereof or to such other respective addresses as either party may from time to time designate in writing.

16. RELATIONSHIP. In no event shall the Lessee be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of the Lessor or any party associated with the Lessor in the conduct of the Lessor's business or otherwise. This lease does not constitute the Lessor the agent or legal representative of the Lessee for any purpose whatsoever.

17. AMENDMENTS. The parties hereto expressly reserve the right to renegotiate any and all of the provisions hereof from time to time as may be necessary and to amend this lease accordingly; Provided, however, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by the authorized representative of the parties hereto.

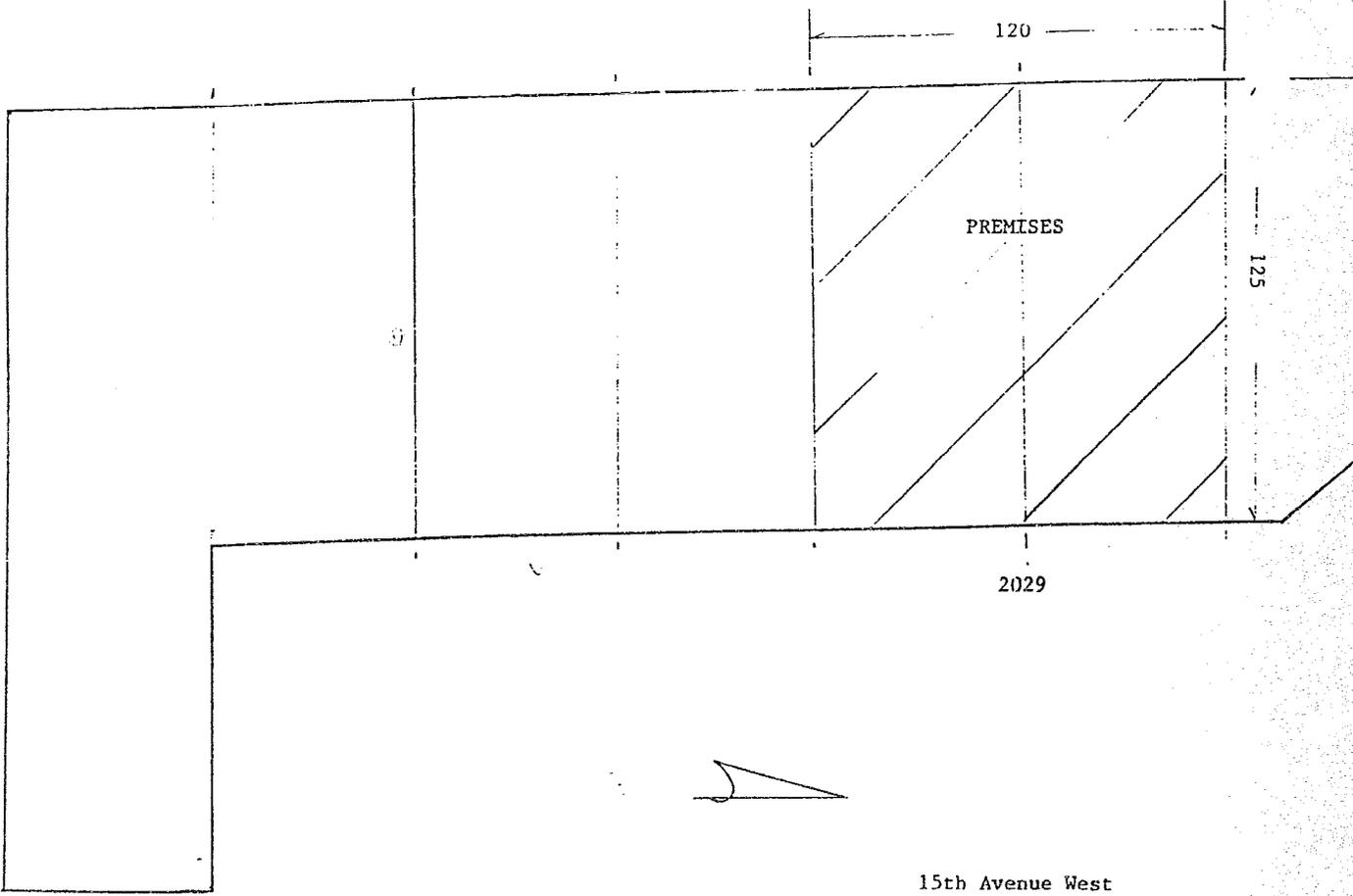
18. NO WAIVER OF DEFAULT. The City does not waive full compliance with the terms and conditions of this lease by the payment of rent. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operated as, a waiver of any subsequent default or of any of the terms, covenants, and conditions herein contained, to be performed, kept and observed by the other party.

19. BINDING EFFECT. This lease shall be binding upon the heirs, successors, assigns, and all other parties legally empowered with signatory rights of any or all of the parties hereto.

20. INVALIDITY OF PROVISIONS. Should any term, provision, condition or other portion of this lease be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this lease; and the remainder of this lease shall be effective as if such term, provision, condition or portion had not been contained herein.

ref: FacSvcs Lease No. 12 (J&BI.PB)

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PREMISES

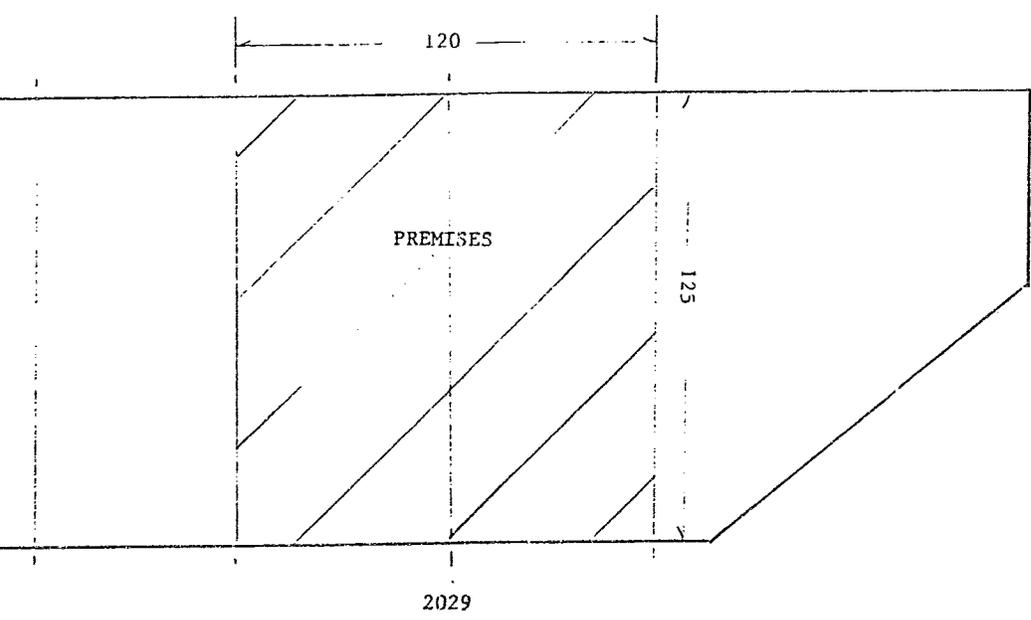
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2029

15th Avenue West

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EXHIBIT A



15th Avenue West

IN WITNESS WHEREOF, the parties hereto have affixed their signature below:

THE CITY OF SEATTLE

J & B INVESTMENTS

Director of Administrative Services

(Name)

Ordinance No. _____

(Title)

City's address for all communications:

Lesser's address for all communications:

Dept. of Admin. Services
Property Management
Alaska Building, 14th Floor
618 Second Avenue
Seattle, Washington 98104

J & B Investments

ref: FacSvcs Lease No. 12 (J&BI.PA)

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City of Seattle
Department of Administrative Services

Kenneth J. Nakatsu, Director
Norman B. Rice, Mayor



MEMORANDUM

April 18, 1996

TO: Honorable Jan Drago, President
Seattle City Council

VIA: Tom Tierney, Director
Office of Management and Planning

FROM: Ken Nakatsu *KN*
Director

SUBJECT: Legislation to renew leases for Police CSO and DAS Warehouse

In accordance with the requirement that the Council approve all leases over 5,000 square feet on terms of five years or more, we are submitting legislation to allow for the renewal of existing leases for the Police Department's Community Service Office in the Urban League Building at 105 14th Avenue and DAS' Surplus Warehouse at 2029 15 Ave. West. The attached legislation seeks to renew the existing leases for already occupied facilities with the CSO lease running from February 1, 1996 to January 31, 2001; and the DAS warehouse lease from January 5, 1996 to December 31, 2000.

The tenants (the Police CSO Unit and DAS warehouse), are happy with the existing space and wish to continue their occupancy at these existing locations. We believe that both leases contain favorable rates.

If you have any questions, or would like a briefing on either, or both, of these leases please feel free to contact Charlie Hampton at 684-0403.

Thank you.

Attachments

KN:CH:cbc

cc: Councilmember Martha Choe

An equal employment opportunity affirmative action employer

City of Seattle-Department of Administrative Services 12th Floor Alaska Building 618 Second Avenue, Seattle, Washington 98104-2214 (206) 386-1234

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ROUTING SLIP FOR REQUEST FOR LEGISLATIVE ACTION

Originating Department:	Administrative Services
Council Sponsor:	
Date:	April 2, 1996
Subject:	AN ORDINANCE authorizing negotiations for and execution of a lease agreement for warehouse space to accommodate Department of Administrative Services staff and operations

Date Date
Received Forwarded

OMP: _____
Law: _____

Legislation should be rerouted in the order listed.

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

April 22, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Administrative Services

SUBJECT: AN ORDINANCE authorizing negotiation for and execution of a lease agreement for warehouse space to accommodate Department of Administrative Services staff and operations.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Monica Power at 684-8076.

Sincerely,

Norman B. Rice
Mayor

by



TOM TIERNEY
Director

h:\admin\legis\law\trs\power3

Enclosures

96-125
obj
9/21
5-1-96



COPY RECEIVED
96 APR 25 AM 11:21
CITY ATTORNEY

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Martha Chase

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

68617
City of Seattle, City Clerk

-ss.

No. 118142&11814

Affidavit of Publication

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 26, 1986, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118135

AN ORDINANCE relating to the Department of Administrative Services; authorizing negotiation for and execution of a lease agreement for a portion of certain real property known as 195 - 14th Avenue, the Metropolitan Seattle Urban League Building for various municipal purposes.

ORDINANCE NO. 118136

AN ORDINANCE relating to the Department of Administrative Services; authorizing negotiation for and execution of a lease agreement for warehouse space to accommodate Department of Administrative Services staff and operations.

ORDINANCE NO. 118137

AN ORDINANCE transferring resp-propriating funds within the Capital Improvement Program of the Department of Administrative Services.

ORDINANCE NO. 118140

AN ORDINANCE relating to ac-ounting for Local Improvement Dis-tricts; authorizing the Finance Depart-ment to write off certain debts owed to which have been determined to be un-collectible, transfer residual assets, liabilities, and fund balances from certain inactive Local Improvement Funds to the Local Improvement Guar-anty Fund, and close certain Local Im-provement District Funds.

ORDINANCE NO. 118142

Appropriating money to pay certain audited claims and ordering the pay-ment thereof.

ORDINANCE NO. 118143

AN ORDINANCE authorizing the Fi-nance Department to transfer all sur-plus funds from the Local Improvement Guaranty Fund to the General Fund.

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in the Daily Journal of Commerce, June 3, 1986.
63(68617)

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

CTOT:118135-137,140

was published on

06/03/86

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

Subscribed and sworn to before me on

06/04/86
[Signature]
Notary Public for the State of Washington
residing in Seattle

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