

Ordinance No. 122691

Council Bill No. 116190

AN ORDINANCE relating to Seattle Public Utilities; authorizing acceptance from the University of Washington of a 10-foot-wide easement located near the intersection of Brooklyn Ave. N.E. and N.E. Boat Street, Seattle in the S.E. 1/4 of Section Southwest 17, Township 25 North and Range 4 East, W.M. Seattle, King County, Washington, to construct, install, and operate a generator for stormwater and wastewater collection and other purposes.

CF No. _____

Date Introduced:	4.14.08	
Date 1st Referred:	To: (Environment, Emergency Mgmt & Utilities (EEMU))	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
5/19/08	5-0	
Date Presented to Mayor:	Date Approved:	
5/19/08	5.27.08	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>
5.28.08	2	F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard Conlin
Councilmember

Committee Action:

5/13/08 - yes 2-0 Conlin, McIver passed

5/19/08 FULL COUNCIL PASSED 5-0 (Excused: Burgess, Drag, Harrell, Rasmussen)

This file is complete and ready for presentation to Full Council. Committee: RC 5/13/08
(Initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

ORDINANCE 122691

AN ORDINANCE relating to Seattle Public Utilities; authorizing acceptance from the University of Washington of a 10-foot-wide easement located near the intersection of Brooklyn Ave. N.E. and N.E. Boat Street, Seattle in the S.E. 1/4 of Section Southwest 17, Township 25 North and Range 4 East, W.M. Seattle, King County, Washington, to construct, install, and operate a generator for stormwater and wastewater collection and other purposes.

WHEREAS, the University of Washington ("UW") is redeveloping and changing the use of many of its research facilities, increasing wastewater and stormwater discharges from these facilities; and

WHEREAS, Seattle Public Utilities ("SPU") has stormwater and wastewater collection structures and facilities in the vicinity of the UW, including wastewater pump 48 ("PS48"), which are being impacted by the increased flows from UW facilities; and

WHEREAS, in accordance with the SPU-UW Memorandum of Agreement ("Agreement") concerning maintenance of service levels at PS48, SPU is obligated to install a standby power generator and its accompaniments (concrete pad, transfer switch, power drop, etc) at PS48 on the UW campus in an easement to be granted by the UW to SPU; and

WHEREAS, the UW has agreed to reimburse SPU for all costs related to the installation of this new standby power generator and grant SPU an easement as outlined in the Agreement,
NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities or his designee is hereby authorized on behalf of the City of Seattle to accept an easement substantially in the form attached hereto as Attachment 1, executed by the Board of Regents of the University of Washington authorizing SPU to construct, install, operate, maintain, replace and own a generator on an additional ten feet adjacent to the City-owned Pump Station 48.



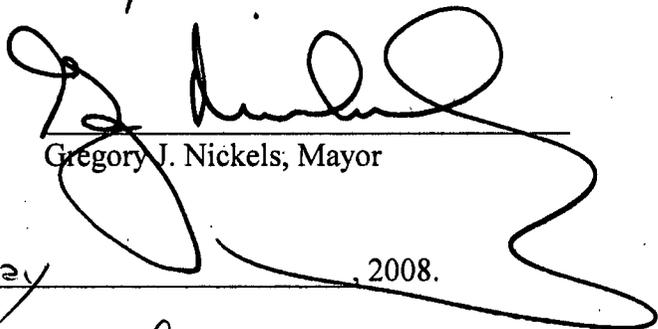
1 Section 2. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

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

6 19th day of MAY, 2008.
7

8
9 
10 President _____ of the City Council

11 Approved by me this 27th day of May, 2008.
12

13 
14
15 Gregory J. Nickels, Mayor

16 Filed by me this 28th day of May, 2008.
17

18 
19 City Clerk

20 (Seal)

21
22
23
24
25 Attachment 1 Easement for generator at UW PS48
26



Recording Requested By And
When Recorded Mail To:

Seattle Public Utilities
Real Estate Services
700 Fifth Avenue - Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018



20071003000346

SEA PUBLIC UTILS BAS 48.00
PAGE 01 OF 008
10/08/2007 10:42
KING COUNTY, WA

FORM OF EASEMENT

Reference #s of Documents Released or Assigned:	NA
Grantor(s):	The Board of Regents of the University of Washington
Grantee(s):	The City of Seattle, acting by and through Seattle Public Utilities
Legal Description (abbreviated):	Portion of Brooklyn Addition to the City of Seattle, Blk 34, Lots 31, 32, Vol. 7 p. 32, book of plats, King County
Assessor's Tax Parcel ID#:	portion of 1442003570

WHEREAS, Seattle Public Utilities ("SPU"), a department of The City of Seattle, operates wastewater pumping station No. 48, located at Brooklyn Avenue NE and NE Boat Street ("Pump Station 48"); and

WHEREAS, Pump Station 48 provides wastewater pumping services for a portion of the southwest Seattle campus of the University of Washington ("UW"), which is owned by the Board of Regents of the University of Washington ("Grantor"); and

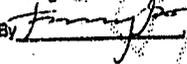
WHEREAS, the recent UW construction of a bio-engineering building and research lab ("BioE") was anticipated to increase the hydraulic loading at the existing pump station, and permits for BioE were issued in contemplation of the subsequent installation of a generator for Pump Station 48; and

WHEREAS, SPU will design, purchase, install and maintain, for Grantor's benefit, and partially on Grantor's property, an above-ground diesel-fueled emergency generator with quiet site-pack and automatic transfer switch, generator foundation pad, and all ancillary equipment and features including but not limited to fencing (the "New Facility") to improve the reliability of Pump Station 48 by preventing wastewater overflow or backup due to a power failure at the pump station; and

Page 1 of 6 pages

EXCISE TAX NOT REQUIRED

King Co. Records Division

By  Deputy



EASEMENT AGREEMENT

WHEREAS Grantee will take reasonable steps to minimize the impact to Grantor of any noise, vibration, odor, or interruption of light and air from the Grantee's use of the easement;

WHEREAS, Grantor and The City of Seattle ("Grantee") have entered into a Memorandum of Agreement dated September 26, 2007, that requires Grantor to grant Grantee an easement with respect to the New Facility; and

WHEREAS, Grantee cannot accept the grant of Easement except by ordinance;

NOW, THEREFORE,

1. Grantor, the Board of Regents of the University of Washington, a state institution of higher education and an agency of the State of Washington, for and in consideration of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to Grantee, The City of Seattle, a municipal corporation of the State of Washington, acting by and through SPU, its agents, employees, consultants, invitees or assigns, a non-exclusive easement ("Easement") over, under to a depth not greater than 5', and through the property legally described in Exhibit A hereto (the "Easement Area"), for purposes of the construction, installation, operation, maintenance, repair, and ownership of the equipment comprising the New Facility.
2. In the event that Grantor determines, in its reasonable discretion, that it needs to use the Easement Area for construction or any other UW purposes, Grantor shall provide, for SPU's review, an alternate and substitute Easement Area for a wastewater pumping generator to serve BioE. SPU shall not be expected to approve an alternate Easement Area if SPU determines that materially increased costs to SPU or materially diminished health or safety might result. If SPU approves, Grantor shall execute, and Grantee shall accept, a new easement, or amendment to this Easement, for such alternate Easement Area, which acceptance shall not be unreasonably withheld. If Grantee accepts the new easement, Grantee shall relocate the New Facility at Grantor's full cost and expense.
3. Grantor reserves the right to use the Easement Area, and to grant rights in the Easement Area to others, for purposes not inconsistent with the rights granted herein. In no event shall Grantor construct or maintain any buildings or structures on the Easement Area, nor erect anything within the airspace above the Easement Area which would interfere with Grantee's ability to service its equipment located on the Easement Area.
4. Grantee or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said Easement Area for the purposes herein described, provided that such work shall be accomplished in such a manner that the Grantor's improvements existing in said Easement Area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced to University standards, in as good condition as they were immediately before the property was entered upon by the Grantee.



EASEMENT AGREEMENT

5. Grantor also grants to the Grantee, its agents, employees, consultants, invitees or assigns, permission for the non-exclusive use of a surface area 10 feet to the east and 10 ft to the north of the Easement Area (the "Temporary Easement Area"), to be used by Grantee only for the initial construction or subsequent reconstruction, or major maintenance (as may be required to maintain good operating condition) of the New Facility. The Temporary Easement Area shall be used for a maximum of eight weeks at any time, and Grantee shall notify Grantor at least 10 working days prior to the start of any activity pursuant to this paragraph. Following each use of the Temporary Easement Area, it shall be returned to a condition as good as it was immediately before the property was entered upon by Grantee or its agents.

6. By its acceptance of this Easement, Grantee covenants that Grantee's activities on the Easement Area and the New Facility will at all times comply with all applicable federal and state laws and regulations. The New Facility will include a 100% containment system.

7. This Easement shall remain in place unless or until one of the following conditions occur, at which time the Easement will automatically terminate: (1) If Pump Station 48 is moved from its existing location; (2) if Grantee determines it is able to respond to a power failure at Pump Station 48 in sufficient time to prevent an overflow; or (3) if, by June 30, 2008, Grantee has not accepted the Easement by ordinance of the City of Seattle. Upon the occurrence of any of the preceding conditions, Grantee will promptly remove the New Facility and restore the Easement Area to as good a condition as it was in prior to construction of the New Facility. Grantor and Grantee will promptly enter into such documentation as the other party reasonably deems necessary to evidence the termination of this Easement.

8. This Easement and each of the terms, provisions, conditions and covenants herein, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated this 27th day of September, 2007.

The Board of Regents of The University of Washington

By: J. Henderson
Printed Name: Jeanette L. Henderson
Title: Director of Real Estate



EASEMENT AGREEMENT

STATE OF WASHINGTON)
COUNTY OF KING)

On this 27th day of September, 2007 before me personally appeared Jeanette L. Henderson, to me known as the Director of Real Estate of the University of Washington, who on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of said University of Washington as approved by the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON** for the uses and purposes mentioned in the instrument.

Signature: [Signature]
Printed Name: Carol J. Haire
Notary Public in and for the State of Washington
Residing at: Edmonds, WA
My Commission expires on: 3-31-11

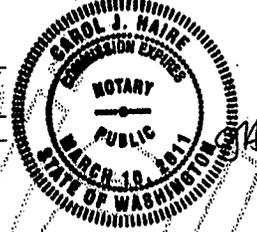


EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

Description of a 10 foot strip of land

A 10 foot strip of land, being a portion of Lots 31 and 32, Block 34, Brooklyn Addition, as recorded in Volume 7 of Plats, page 32, records of King County, Washington, situated in the Section 17, Township 25 North, Range 4 East, W. M. described as follows:

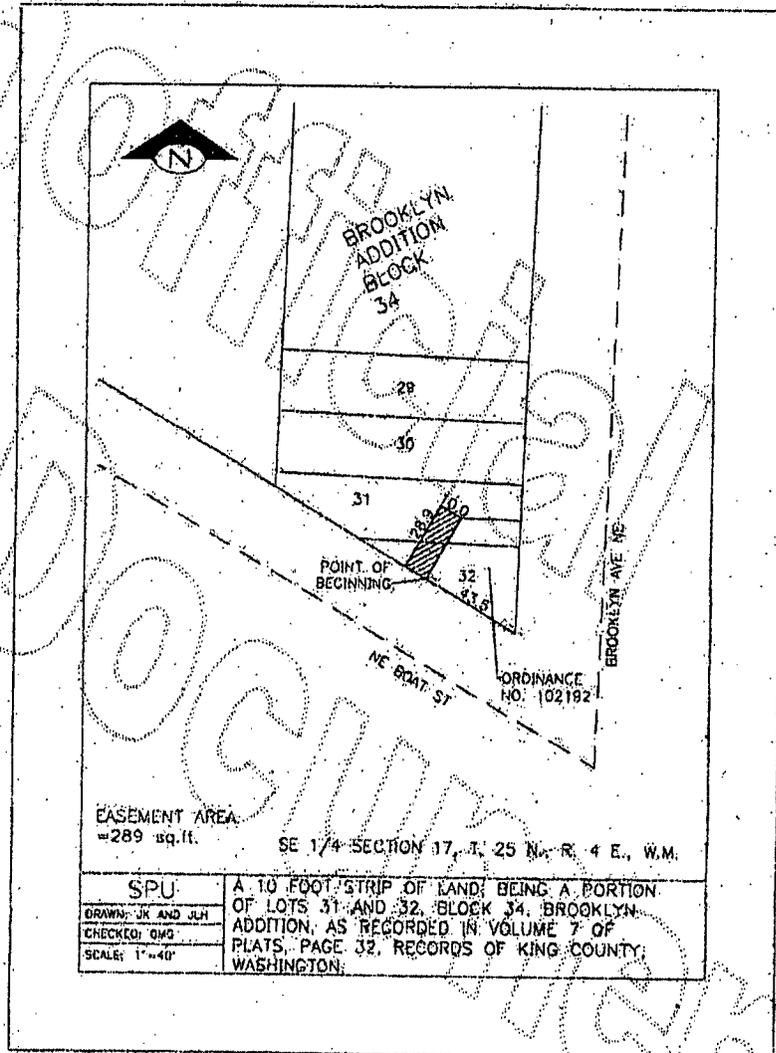
Commencing at the Southeast corner of said block; Thence Northwestly along the northerly margin of NE Boat Street a distance of 43.5 feet to the southwestly corner of that parcel deeded to the City of Seattle by ordinance number 120192 and the point of beginning; Thence Northeastly along the westerly line of said parcel a distance of 28.9 feet to the northwestly corner of said parcel; Thence Northwestly, perpendicular to said west line a distance of 10 feet; Thence Southwestly parallel with said west line, a distance of 28.9 feet to the north margin of NE Boat Street; Thence Southeastly along said margin a distance of 10 feet to the point of beginning.

Containing 289 square feet, more or less.

Gary M. Gervelis, P.L.S. #33128



EASEMENT AGREEMENT



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

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 acceptance from the University of Washington of a 10-foot-wide easement located near the intersection of Brooklyn Ave. N.E. and N.E. Boat Street, Seattle in the S.E. 1/4 of Section Southwest 17, Township 25 North and Range 4 East, W.M. Seattle, King County, Washington, to construct, install, and operate a generator for stormwater and wastewater collection and other purposes.

Summary and background of the Legislation:

This legislation would authorize Seattle Public Utilities (SPU) to accept a 10-foot-wide easement on the University of Washington campus near the intersection of Brooklyn Ave N.E. and N.E. Boat Street. The easement is necessary for SPU to install and operate a backup electric generator to serve a pump station and provide more reliable wastewater collection and conveyance. SPU and the UW have drafted a Memorandum of Agreement that responds to changing wastewater flows caused by the UW's development of research facilities in the southwest part of the campus. The agreement would reduce environmental and asset reliability risk by: (1) providing on-site electricity generation to prevent wastewater overflows and backups if there is a power failure at the pump station; (2) improving flow monitoring and other data collection to better quantify new wastewater flows from redevelopment and the pump station's response to new flow; and (3) monitoring groundwater flow and quality from the Bioengineering and Genome Sciences building's footing drains to determine whether those flows should be discharged to the combined drainage/wastewater system or the separated stormwater system.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Pump Station and Force Main Improvements	C3102	3701 Brooklyn Avenue NE	Ongoing	

X This legislation does not have any financial implications

Under the memorandum of agreement the UW will pay all SPU costs for installing the generator and acquiring the easement for it.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 8, 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 to accept an easement from the University of Washington for a new electrical generator supporting an existing Seattle Public Utilities (SPU) wastewater pump station. The generator is needed to provide electricity in the event of a power outage.

In recent years, the University of Washington has redeveloped many facilities on the southwest part of its campus, increasing wastewater discharges from these buildings. While SPU owns a property that houses a pump station serving the area, the parcel is too small for a new, backup generator to provide more reliable wastewater collection and conveyance. This legislation, which would authorize SPU to accept a 10-foot-wide easement to accommodate the new generator, does not require additional appropriation authority as the University has agreed to reimburse SPU for its costs.

Accepting this easement from the University would reduce the risk of sewer overflows and backups, providing a significant environmental benefit in the event of a power failure. Thank you for your consideration of this legislation. Should you have any questions, please contact Audrey Hansen from SPU at 684-5877.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Nickels', written over a large, stylized signature line that extends across the page.

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.



122691

FILED
CITY OF SEATTLE
08 JUL 18 PM 1:04
CITY CLERK

STATE OF WASHINGTON – KING COUNTY

--SS.

225071
CITY OF SEATTLE, CLERKS OFFICE

No.

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:122691-122694 TITLE

was published on

06/03/08

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



[Signature]
Subscribed and sworn to before me on
06/03/08 *[Signature]*
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 May 19, 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. 122694

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

ORDINANCE NO. 122693

AN ORDINANCE relating to Seattle Public Utilities; authorizing relinquishment of the five-foot easement recorded under King County Auditor File No. 313588 and authorizing acceptance of a 16-foot utility easement on the property known as 1918 10th Avenue West, Seattle, Washington.

ORDINANCE NO. 122692

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of a lease with the Seattle International Film Festival Group for space in the Northwest Rooms at Seattle Center.

ORDINANCE NO. 122691

AN ORDINANCE relating to Seattle Public Utilities; authorizing acceptance from the University of Washington of a 10-foot-wide easement located near the intersection of Brooklyn Ave. N.E. and N.E. Boat Street, Seattle in the S.E. 1/4 of Section Southwest 17, Township 25 North and Range 4 East, W.M. Seattle, King County, Washington, to construct, install, and operate a generator for stormwater and wastewater collection and other purposes.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, June 3, 2008.

6/3(226071)