SEATTLE CITY COUNCIL

Legislative Summary

CB 118589

Record No.: CB 118589 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 124955 **In Control:** City Clerk

File Created: 11/10/2015

Final Action: 12/17/2015

Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with Kitsap County to acquire Light Detection and Ranging data; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Bagshaw

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Interlocal Cooperative Agreement to Purchase Lidar Data

Drafter: bob.hennessey@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	11/24/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	11/24/2015	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	11/24/2015	sent for review	Seattle Public Utilities and Neighborhoods Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Seattle Public Utilities and Neighborhoods Committee						
	Notes:						

1	Full Council	11/30/2015	referred	Seattle Public Utilities and Neighborhoods Committee	

Action Text: The Council Bill (CB) was referred. to the Seattle Public Utilities and Neighborhoods Committee
Notes:

1	Seattle Public Utilities and Neighborhoods Committee	12/03/2015	pass		Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
In Favor: 2 Chair Bagshaw, Member Harrell
Opposed: 0

1	Full Council	12/07/2015	passed		Pass

Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:
Notes:
In Favor: 7 Council President Burgess, Councilmember Bagshaw, Councilmember Godden, Councilmember González , Councilmember Harrell, Councilmember Licata, Councilmember Rasmussen
Opposed: 0

1	City Clerk	12/11/2015	submitted for Mayor's signature	Mayor

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1	Mayor	12/17/2015	Signed

Action Text: The Council Bill (CB) was Signed.
Notes:

1	Mayor	12/17/2015	returned	City Clerk

Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1	City Clerk	12/17/2015	attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE

ORDINANCE 124955

COUNCIL BILL 118589

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with Kitsap County to acquire Light Detection and Ranging data; and ratifying and confirming certain prior acts.

WHEREAS, Light Detection and Ranging (lidar) is a form of three-dimensional imaging widely used by government agencies for landslide risk modeling, terrain modeling, flood modeling, change detection, building mapping, urban planning, canopy and biomass measurement, mapping of transportation and other infrastructure and other purposes; and

WHEREAS, Kitsap County is the administrator and contracting agent for the Puget Sound Lidar Consortium, which provides lidar services to agencies throughout Western Washington, including The City of Seattle; and

WHEREAS, a joint project with King County and other agencies in 2015 offers The City of Seattle an opportunity to acquire lidar data covering the extent of the utility service areas and transmission corridors at a cost for approximately $63,659, which is less than half of the amount it would pay to acquire the same data independently; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Seattle Public Utilities is authorized to execute an Interlocal Cooperative Agreement with Kitsap County to purchase Light Detection and Ranging data consistent with Attachment 1 attached hereto.

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

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

Passed by the City Council the 7th day of December, 2015, and signed by me in open session in authentication of its passage this 7th day of December, 2015.

President _____ of the City Council

Approved by me this 17th day of December, 2015.

Edward B. Murray, Mayor

Filed by me this 17th day of December, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 – Interlocal Cooperative Agreement to Purchase Lidar Data

1

KITSAP COUNTY
DEPT. OF EMERGENCY MANAGEMENT
911 Carver Street
Bremerton, WA 98312
(360) 307-5871

INTERLOCAL COOPERATIVE AGREEMENT TO PURCHASE LIDAR DATA
BY
CITY OF SEATTLE, WA.
KC-____-2015

Seattle Public Utilities No. 15-164-A - Cost Sharing of King County Regional LiDAR Acquisition

THIS AGREEMENT is between City of Seattle, a municipal corporation, and Kitsap County, a municipal corporation, all in the State of Washington.

WITNESSETH:

WHEREAS, The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property, and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price and the terms and conditions are extended by either party's bidder to other governmental agencies;

2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provision of this agreement. The Administrator of this agreement is the Director of Emergency Management of Kitsap County, Washington.

3. SCOPE. This agreement shall allow the following activities:

   A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
   B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.
   C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.

4. DURATION OF AGREEMENT - TERMINATION. This agreement shall become effective upon signature of both parties for a one (1) year period.

A. Termination for Default

If Kitsap County does not perform the work, or Kitsap County fails to perform in the manner called for in this agreement, or if Kitsap County fails to comply with any material provisions of this Agreement, City of Seattle may terminate this Agreement, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on Kitsap County by certified or registered first class mail. Kitsap County shall have ten (10) days from the date of receipt to cure the default or, at City of Seattle's discretion, provide the City of Seattle with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the work into compliance and cure the default.
2. If Kitsap County has not cured the default or the plan to cure the default is not acceptable to City of Seattle, City of Seattle may terminate this Agreement by serving a "notice of termination" setting forth the manner in which Kitsap County is in default and the effective date of termination.
3. Kitsap County shall only be paid for work performed and accepted less any damages to City of Seattle caused by or arising from such default.
4. The termination of this agreement shall in no way relieve Kitsap County from any of its obligations under this agreement nor limit the rights and remedies of the City hereunder in any manner.

B. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this agreement or in any amendment hereto, City of Seattle may, upon written notice to Kitsap County, terminate this agreement in whole or in part. If this agreement is terminated pursuant to this section, 1) City of Seattle shall be liable only for payment in accordance with the terms of this agreement for work performed and accepted prior to the effective date of termination; and 2) Kitsap County shall be released from any obligation under this agreement affected by the termination or a related purchase order to provide further work pursuant to this agreement.
2. Notwithstanding any provision to the contrary, funding under this agreement beyond the current appropriation year is conditional upon the appropriation by the City Council of sufficient funds to support the work described in this agreement. Should such an appropriation not be approved, this agreement shall terminate at the close of the current appropriation year.

5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. FILING. Executed copies of this agreement shall be filed as required by Section 39.34.040 RCW prior to this agreement becoming effective.

9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods a provision disclosing that other authorized government agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.

10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the

written consent of the other party.

11. SEVERABILITY. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

12. DISPUTES. In the event a dispute arises under this agreement, the parties shall endeavor to resolve the dispute in an amicable manner by direct discussions. The parties may engage in alternative dispute resolution by mutual agreement. No party waives its rights to seek legal remedy.

13. LiDAR SURVEY DATA. Kitsap County has contracted with Quantum Spatial Inc. to provide public-domain high-resolution LiDAR topographic survey data in the Pacific Northwest. Exhibit A outlines costs associated with Puget Sound LiDAR Consortium's rate structure agreed upon with Quantum Spatial, Inc. under its contract terms and noted in Exhibit B is the Quantum Spatial, Inc. project proposal. Pursuant to paragraph 3.A of this agreement, Kitsap County will act as the agent for City of Seattle, Washington. Kitsap County will obtain and provide to City of Seattle the data described in Exhibit B from Quantum Spatial, Inc.

COST: The project, referred to as the King County LiDAR Project has a total costs for City of Seattle of $63,659.00. The Project Costs is a total of LiDAR services at $55,841.00 and a service fee for contract administration and Quality Assurance of $7,818.00.

PAYMENT: City of Seattle agrees to pay the costs and the amount specified in this contract not to exceed $63,659.00. Payments will be made per contract milestones as (1) Acquisition - $31,830, (2) Delivery - $19,097.00 and (3) Acceptance - $12,732.00. Kitsap County will obtain this data under its contract with Quantum Spatial Inc.

INVOICES: Kitsap County shall invoice City of Seattle Departments Seattle Public Utilities (SPU) and Seattle City Light (SCL) separately and include the Sub-contractor invoices as backup. The cost split between City of Seattle Departments is as follows:

City Department	Amount
SPU	$57,823
SCL	$ 5,836
City Total	$63,659

14. RIGHTS AND REMEDIES. The parties agree that although Kitsap County is administering the contact for City of Seattle, City of Seattle is able to independently exercise all rights and remedies related to Kitsap County's contract with Quantum Spatial, Inc. as if City of Seattle was named in the original contract.

15. INDEMNIFICATION. Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Contract caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically and mutually negotiated.

Accepted:
City of Seattle, Washington

_____
Sherri Crawford, Interim Deputy Director
Seattle Public Utilities

_____
Date

_____
David Holmes, GIS and Asset Information Manager
Seattle City Light

_____
Date

Accepted:

DATED this_____of _____2015

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

_____
ROBERT GELDER, Chair

_____
EDWARD E. WOLFE, Commissioner

_____
CHARLOTTE GARRIDO, Commissioner

ATTEST:

_____
Clerk of the Board

Exhibits:
Exhibit A - Puget Sound LiDAR Consortium Rate Structure
Exhibit B - LiDAR Data Acquisition Cost Proposal – King County, Wa.

Exhibit A
Puget Sound LiDAR Consortium Rate Structure

Provider:	**Kitsap County**
Agreement No.:	**KC-244-12/with Extension (Expires July 2017)**
Agreement Title:	**Remote Watershed LiDAR Services/Quantum Spatial, Inc**

Area Extent	Price per Acre	Price per Square Mile	Contours	Intensity Images	Gain-normalized Intensities
50 to 100 sq. miles (32,000 to 64,000 acres)	$1.42	$909	$0.142	$0	$0.080
100 to150 sq. miles (64,000 to 96,000 acres)	$1.11	$710	$0.111	$0	$0.060
150 to 200 sq. miles (96,000 to 128,000 acres)	$0.94	$602	$0.094	$0	$0.050
200 to 250 sq. miles (128,000 to 160,000 ac)	$0.84	$538	$0.084	$0	$0.040
Greater than 250 sq. mi (Greater than 160,000 ac)	$0.78	$499	$0.078	$0	$0.035

The Puget Sound LiDAR Consortium (PSLC) adds a 14% overhead fee to the total cost. 7% is for contract and administrative services by Kitsap County Department of Emergency Management and 7% to the Puget Sound LiDAR Consortium for Data analysis.

Exhibit B

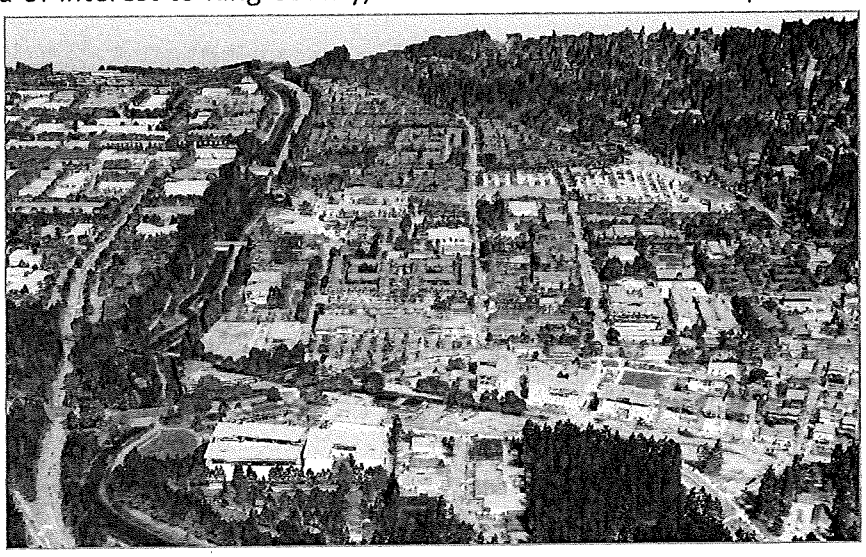
LiDAR Data Acquisition Cost Proposal – King County, Wa.

September 9, 2015

Michael Gordon
Kitsap County Department of Emergency Management
911 Carver St
Bremerton, WA 98312
360-307-5872
mgordon@co.kitsap.wa.us

RE: LiDAR Data Acquisition Cost Proposal – **King County 2015 Project Area, WA**

Quantum Spatial, Inc. appreciates the opportunity to present to the **Puget Sound LiDAR Consortium (PSLC)** a cost proposal for acquiring and processing high-resolution (> 8 pulses/m^2) LiDAR data for the project area of interest to King County, WA. Our cost for LiDAR acquisition and processing abides by our negotiated cost structure with the PSLC, assuming that a contract for standard deliverables will be administered through Kitsap County, WA.



LiDAR point cloud colored by NAIP imagery of downtown Redmond, Washington.

Services

Airborne LiDAR

QSI will collect LiDAR data using a Leica LiDAR system to produce a highly accurate, high resolution ($\geq$ 8 pulses/m^2) LiDAR dataset with no gaps and ample buffers (at least 100m) around project boundaries. Data will be collected at a ≤ 30º field of view (+/-15º from nadir), with at least 50% overlap among swaths to minimize gaps and laser shadowing. The LiDAR system records up to four range measurements (returns) per pulse (first, second, third, and last). All overlapping flight lines will be flown in opposing directions to maximize detection of swath to swath inconsistencies used to resolve system misalignments. Our GPS receivers and LiDAR systems are GNSS-capable ensuring low PDOP values and adequate satellite constellations throughout the mission. GPS quality is predicted before the flight and checked during post processing to ensure that positional accuracy exceeds specifications.

Using a combination of automated and manual techniques that are tailored to the particular land cover and terrain of the study area, LiDAR processing will include kinematic corrections, calculation of laser point position, relative accuracy testing and calibrations, classification of ground and non-ground points, assessments of statistical absolute accuracy, and creation of ground surface models.

Absolute accuracy assessments will compare known RTK ground survey points to derived LiDAR points. Accuracies are described as the mean and standard deviation (sigma~σ) of divergence from RTK ground survey point coordinates. All accuracy statistics ($RMSE_z$, $Accuracy_z$ - 1.96σ, skewness/distribution, and percentile deviations) will be reported in the final report. Statements of statistical accuracy will apply to fixed terrestrial surfaces only.

LiDAR Specifications Summary	
Multi-Swath Pulse Density	≥ 8 pulses/m^2
Scan Angle	≤30° (+/-15° from Nadir)
Returns Collected Per Laser Pulse	Up to 4
Intensity Range	1-255
Swath Overlap	50% side-lap (100% overlap)
GPS PDOP During Acquisition	≤3.0
GPS Satellite Constellation	≥6
Maximum GPS Baseline	13 nautical miles
$Accuracy_z$ (1.96 σ), *slope <20°*	≤ 20 cm
Vertical Accuracy (σ), *slope <20°*	≤ 15 cm
Horizontal Accuracy (σ)	≤ 30 cm

Survey Control

Simultaneous to the LiDAR data collection mission, QSI will conduct a static (1 Hz recording frequency) survey of the horizontal and vertical positions of two or more survey control dual-frequency DGPS base stations established at monuments with known coordinates. Maximum baseline lengths between control points and the aircraft GPS do not exceed 24 kilometers (13 nautical miles). After the static GPS data have been collected, the files will be processed using the Online Positioning User Service (OPUS). Multiple sessions will be processed over the same monument to confirm antenna height measurements and reported OPUS position accuracy. Control monument locations will be certified by a QSI Washington PLS.

Quality control real-time kinematic (RTK) ground check survey data will be collected within the project area, with an established Root Mean Square Error (RMSE) of less than 2 cm. Absolute laser spot accuracies will be statistically analyzed based upon an adequate sample (500 per 50,000 acres, depending on access and GPS conditions within study area) of well-distributed

RTK ground survey points on open, bare earth surfaces with level slope.

Deliverables

Deliverables will match standard for Puget Sound LiDAR Consortium:

LiDAR	
Report of Survey	Text report that describes survey methods; results; vendor's accuracy assessments, including internal consistency and absolute accuracy; and metadata *.pdf, .doc, or .odt format*
Aircraft trajectories (SBET files)	Aircraft position (easting, northing, elevation) and attitude (heading, pitch, roll) and GPS time recorded at regular intervals of 1 second or less. May include additional attributes. *ASCII text format*
All-return point cloud	List of all valid returns. For each return: GPS week, GPS second, easting, northing, elevation, intensity, return#, return classification. May include additional attributes. No duplicate entries. *ASCII text and LAS version 1.2 format* *1/100th USGS 7.5-minute quadrangle (0.75 minute by 0.75 minute) tiles*
Ground point list	List of X,Y,Z coordinates of all identified ground points. *ASCII text.* *1/100th USGS 7.5-minute quadrangle (0.75 minute by 0. 75 minute) tiles*
Ground surface model	Raster of ground surface, interpolated via triangulated irregular network from identified ground points. No unavoidable point misclassification *ESRI floating point grid, 3 ft cell size, snapped to (0,0), 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles*
First-return (highest-hit) surface model	Raster of first-return surface, cell heights are highest recorded value within that cell, voids may be filled with ground surface model *ESRI floating point grid, 3 ft cell size, snapped to (0,0), 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles*
Intensity image	*GeoTIFF,1.5. ft pixel size, 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles*
Files shall conform to a consistent naming scheme. Files shall have consistent internal formats. Surface models shall have no tiling artifacts and no gaps at tile boundaries. Areas outside survey boundary shall be coded as NoData. Internal voids (e.g., open water areas, shadowed areas in first-return surface) may be coded as NoData.	

Coordinate System*	
Projection	Washington State Plane North
Horizontal Datum	NAD83 (CORS96)
Vertical Datum	NAVD88 (GEOID03)
Units	U.S. Survey Feet
Delineations	USGS Quadrangle tiling scheme
**To match with existing data. The data will be created in NAD83 (CORS96), but for GIS purposes will be defined as NAD83 (HARN).*	

Area of Interest – King County, WA

The area of interest (AOI) for this cost proposal includes 700,329 acres spread through King County, WA (Figure 1). Previous LiDAR collections for the PSLC and Pierce County are shown in grey. Overlap between collections will facilitate data matching. The AOI will be buffered by 100 meters to ensure complete coverage and adequate point densities around study area boundaries.

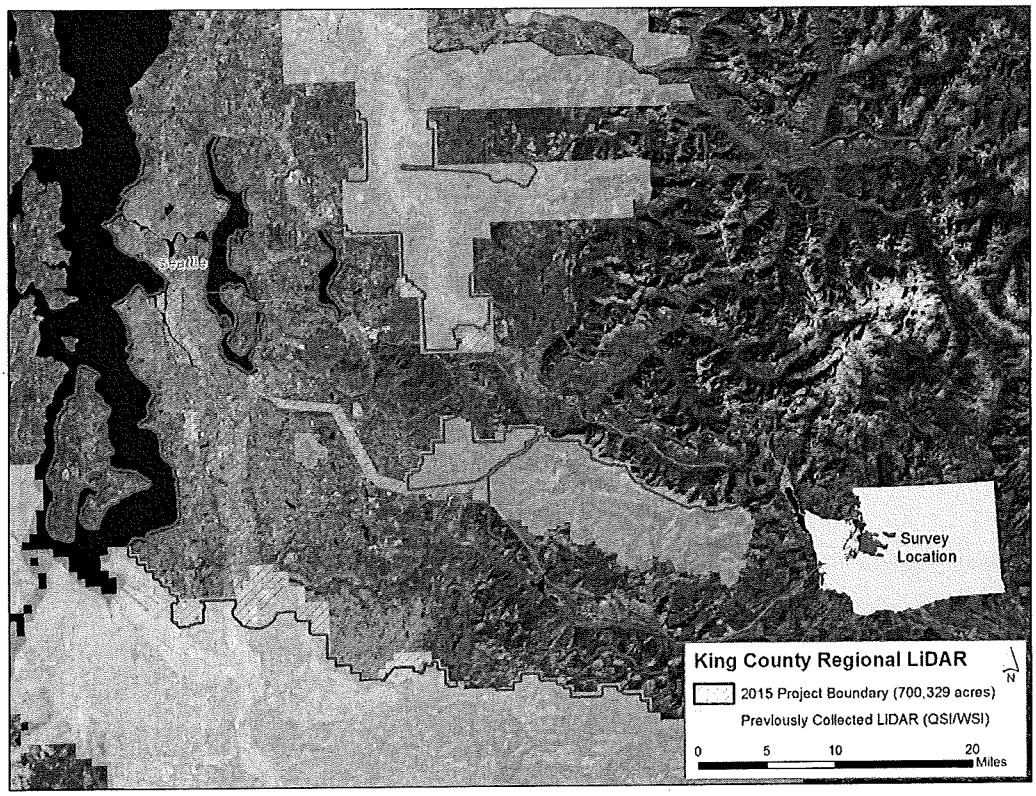


Figure 1. Area of interest for LiDAR acquisition in King County, WA.

Schedule

QSI will work with PSLC and King County to coordinate timing of data collection during fall 2015 as best meets the needs of the project. All data are delivered to PSLC within 60 days of acquisition.

Cost Proposal

The following table presents LiDAR acquisition and processing costs for the project area portrayed in Figure 1, assuming above specifications and deliverables. Costs for acquisition and base level processing are in accordance with QSI's negotiated area-weighted rate structure with the Puget Sound LiDAR Consortium.

King County, WA Regional LiDAR 2015 (700,329 acres)	Total Cost	Per Acre Cost
LiDAR Acquisition and Base Processing	$546,256.62	$0.78

* Budget does not include 14% PSLC administrative fee.

STATE OF WASHINGTON -- KING COUNTY

--ss.

331978 No.

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:124944-955 TITLE ONLY

was published on

01/04/16

The amount of the fee charged for the foregoing publication is the sum of $207.35 which amount has been paid in full.

JENNIFER A. BARNES
COMMISSION EXPIRES
6-24-19
STATE OF WASHINGTON

Subscribed and sworn to before me on

01/04/2016

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on December 7, 2015, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar. Contact: Office of the City Clerk at (206) 684-8344.

Ordinance 124955

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into an Interlocal Agreement with Kitsap County to acquire Light Detection and Ranging data; and ratifying and confirming certain prior acts.

Ordinance 124954

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property rights relating to drainage and wastewater facility easements within the City of Seattle as being surplus to City utility needs; authorizing the Director of Seattle Public Utilities to relinquish such easement rights and accepting new easements for City-owned drainage and wastewater facilities; placing the real property rights and interests conveyed by the easements under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Ordinance 124953

AN ORDINANCE relating to Seattle Public Utilities; accepting an easement situated adjacent to Seward Park granted to The City of Seattle for construction and abandoning in-place of horizontal construction tiebacks; placing the easement under the jurisdiction of Seattle Public Utilities; and ratifying and confirming certain prior acts.

Ordinance 124952

AN ORDINANCE relating to land use; amending Sections 22.170.190, 23.41.018, 23.43.008, 23.43.010, 23.43.012, 23.44.014, 23.44.022, 23.44.024, 23.44.034, 23.45.516, 23.45.518, 23.45.522, 23.45.536, 23.47A.009, 23.47A.014, 23.47A.016, 23.47A.024, 23.49.019, 23.49.036, 23.49.041, 23.50.034, 23.57.008, 23.75.140, 23.84A.014, and 23.84A.028 of the Seattle Municipal Code to integrate low impact development into land development codes, standards, and rules.

Ordinance 124951

AN ORDINANCE relating to street and sidewalk use; addressing low impact development requirements in the City of Seattle's Phase I Municipal Stormwater National Pollutant Discharge Elimination System general permit issued by the Washington State Department of Ecology; correcting typographical errors and section references; clarifying regulations, and making minor amendments; and amending Sections 15.02.042, 15.02.044, 15.02.046, 15.04.010, 15.04.035, 15.06.050, 15.20.070, 15.22.060, 15.22.080, 15.22.100, 15.22.110, 15.32.160, 15.36.010, 15.44.030, 15.46.020, 15.70.030, 15.72.010, and 15.91.016 of the Seattle Municipal Code.

Ordinance 124950

AN ORDINANCE relating to the City's traffic code; amending Sections 11.14.055, 11.14.184, 11.23.380, 11.23.400, 11.31.020, 11.34.020, 11.56.020, 11.56.025, 11.56.320, 11.56.350, 11.56.355, 11.57.310, 11.72.065, and 11.84.380 of the Seattle Municipal Code, adding Section 11.58.435 to the Seattle Municipal Code, and repealing Section 11.14.185 of the Seattle Municipal Code to conform the Seattle Municipal Code with changes in state law and make technical corrections.

Ordinance 124949

AN ORDINANCE relating to the City's criminal code; amending Sections 6.36.020, 12A.06.120, 12A.06.180, 12A.06.195, 12A.14.080, 12A.16.030, 12A.20.100, 12A.24.010, 12A.24.150, 18.12.255, and 18.12.257 of the Seattle Municipal Code and adding Sections 12A.10.150, 12A.10.220, and 12A.24.105 to the Seattle Municipal Code to conform the Seattle Municipal Code with changes in state law and make technical corrections.

Ordinance 124948

AN ORDINANCE relating to affordable housing; authorizing the Director of the Office of Housing to enter into and administer an Interlocal Cooperation Agreement with King County, Pierce County, Snohomish County, and the cities of Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, and Woodinville to create and operate a Regional Equitable Development Initiative Fund (REDI Fund) for the Puget Sound Region; and providing that 2015 appropriations for the REDI Fund shall automatically carry forward into the 2016 fiscal year.

Ordinance 124947

AN ORDINANCE relating to land use and zoning, amending Section 23.47A.004 of the Seattle Municipal Code to allow for the expansion of up to 20,000 square feet of existing medical services uses in Neighborhood Commercial 1 zones.

Ordinance 124946

AN ORDINANCE relating to the Seattle Streetcar; amending Ordinance 122424 to revise reporting requirements of operating streetcar lines.

Ordinance 124945

AN ORDINANCE relating to the Construction and Land Use Fund; adding a new Section 22.202.070 to the Seattle Municipal Code.

Ordinance 124944

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

Date of publication in the Seattle Daily Journal of Commerce, January 4, 2016.

1/4(331978)