



SEATTLE CITY COUNCIL

Legislative Summary

CB 119007

Record No.: CB 119007

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125351

In Control: City Clerk

File Created: 05/25/2017

Final Action: 07/21/2017

Title: AN ORDINANCE granting Bike Path 1, LLC permission to operate and maintain a portion of an existing one-story commercial building on a portion of Northeast 45th Street, west of 38th Avenue Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@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	06/13/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	06/13/2017	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	06/16/2017	sent for review	Sustainability and Transportation Committee			
Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee							
Notes:							

1	Full Council	06/26/2017	referred	Sustainability and Transportation Committee	
1	Sustainability and Transportation Committee	07/07/2017	pass		Pass
	Action Text:	The Committee recommends that Full Council pass the Council Bill (CB).			
	Notes:				
		In Favor:	2	Chair O'Brien, Alternate Herbold	
		Opposed:	0		
1	Full Council	07/17/2017	passed		Pass
	Action Text:	The Council Bill (CB) was passed by the following vote, and the President signed the Bill:			
	Notes:				
		In Favor:	8	Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien	
		Opposed:	0		
1	City Clerk	07/19/2017	submitted for Mayor's signature	Mayor	
1	Mayor	07/21/2017	Signed		
	Action Text:	The Council Bill (CB) was Signed.			
	Notes:				
1	Mayor	07/21/2017	returned	City Clerk	
	Action Text:	The Council Bill (CB) was returned. to the City Clerk			
	Notes:				
1	City Clerk	07/21/2017	attested by City Clerk		
	Action Text:	The Ordinance (Ord) was attested by City Clerk.			
	Notes:				

CITY OF SEATTLE

ORDINANCE 125351

COUNCIL BILL 119007

AN ORDINANCE granting Bike Path 1, LLC permission to operate and maintain a portion of an existing one-story commercial building on a portion of Northeast 45th Street, west of 38th Avenue Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Bike Path 1, LLC has applied for permission to operate and maintain a portion of an existing one-story commercial building on a portion of Northeast 45th Street, west of 38th Avenue Northeast; and

WHEREAS, Bike Path 1, LLC owns an existing commercial structure that occupies approximately 310 square feet of a portion of Northeast 45th Street, west of 38th Avenue Northeast; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle (City) grants permission (also referred to in this ordinance as a permit) to Bike Path 1, LLC, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (Director) according to Section 14 of this ordinance (the party named above and each such approved successor and assign is referred to as "Permittee"), to operate and maintain an existing one-story commercial building, including all related appurtenances (collectively referred to as "existing building encroachment"), adjacent in whole or in part to the property legally described as:

THAT PORTION OF THE BURLINGTON NORTHERN, INC'S FORMER RIGHT OF WAY FOR ITS SUMAS BRANCH IN THE SW QUARTER OF THE SW QUARTER I SECTION 10, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,

1 WASHINGTON LYING BETWEEN LINES CONCENTRIC WITH AND DISTANT
2 RESPECTIVELY 9 FEET AND 50 FEET SOUTHERLY, MEASURED RADially, FROM
3 THE CENTERLINE OF GRANTOR'S MAIN TRACK FOR SAID BRANCH AS NOW
4 CONSTRUCTED AND BETWEEN LINES EXTENDING RADially FROM SAID
5 CENTERLINE FROM POINTS THEREIN DISTANT 381.1 FEET AND 456.1 FEET
6 EASTERLY MEASURED ALONG SAID CENTERLINE FROM THE WEST LINE OF SAID
7 SECTION 10.

8
9 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
10 on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.
11 Upon written application made by the Permittee at least 180 days before expiration of the term,
12 the Director or the City Council may renew the permit twice, each time for a successive ten-year
13 term, subject to the right of the City to require the removal of the existing building encroachment
14 or to revise by ordinance any of the terms and conditions of the permission granted by this
15 ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The
16 Permittee shall submit any application for a new permission no later than 180 days prior to the
17 expiration of the then-existing term.

18 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
19 bearing the expense of any protection, support, or relocation of existing utilities deemed
20 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
21 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
22 existing and for any consequential damages that may result from any damage to utilities or
23 interruption in service caused by any of the foregoing.

24 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
25 of the street right-of-way or other public place (collectively, public place) by the City and the
26 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
27 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial

term or any renewal term, and require the Permittee to remove the existing building encroachment, or any part thereof or installation on the public place, at the Permittee's sole cost and expense in the event that:

(a) the City Council determines by ordinance that the space occupied by the existing building encroachment is necessary for any public use or benefit or that existing building encroachment interferes with any public use or benefit; or

(b) the Director determines that use of the existing building encroachment has been abandoned; or

(c) the Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the existing building encroachment interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. Permittee's obligation to remove and restore. If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the existing building encroachment, the Permittee shall, at its own expense, remove the existing building encroachment and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the existing building encroachment in as good condition for

public use as existed prior to construction of the existing building encroachment and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the existing building encroachment as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the existing building encroachment and restore the public place at the Permittee's expense, and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall then issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. Repair or reconstruction. The existing building encroachment shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the existing building encroachment in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the existing building encroachment except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the existing building encroachment reconstructed or repaired at the Permittee's

1 cost and expense because of: the deterioration or unsafe condition of the existing building
2 encroachment the installation, construction, reconstruction, maintenance, operation, or repair of
3 any municipally-owned public utilities; or for any other cause.

4 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
5 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
6 Director may order the existing building encroachment be removed at the Permittee's expense if
7 the Director deems that the existing building encroachment has become unsafe or creates a risk
8 of injury to the public. If there is an immediate threat to the health or safety of the public, a
9 notice to correct is not required.

10 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
11 permission granted, or closure or removal of the existing building encroachment the Permittee
12 shall remain bound by all of its obligations under this ordinance until the Director has issued a
13 certification that the Permittee has fulfilled its removal and restoration obligations under Section
14 5 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall
15 continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for
16 any unpaid fees assessed under Section 17 of this ordinance.

17 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
18 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
19 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
20 attorneys' fees, or damages of every kind and description arising out of or by reason of the
21 existing building encroachment or this ordinance, including but not limited to claims resulting
22 from injury, damage, or loss to the Permittee or the Permittee's property.

1 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
2 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
3 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
4 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
5 or be suffered by any person or property including, without limitation, damage, death, or injury
6 to members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
7 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

8 (a) the existence, condition, construction, reconstruction, modification, maintenance,
9 operation, use, or removal of the existing building encroachment or any portion thereof, or the
10 use, occupation, or restoration of the public place or any portion thereof by the Permittee or any
11 other person or entity;

12 (b) anything that has been done or may at any time be done by the Permittee by reason of
13 this ordinance; or

14 (c) the Permittee failing or refusing to strictly comply with every provision of this
15 ordinance; or arising out of or by reason of the existing building encroachment or this ordinance
16 in any other way.

17 If any suit, action, or claim of the nature described above is filed, instituted, or begun
18 against the City, the Permittee shall upon notice from the City defend the City, with counsel
19 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
20 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
21 within 90 days after the action or suit has been finally determined, if determined adversely to the
22 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
23 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or

1 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
2 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
3 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
4 contractors, or employees.

5 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
6 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
7 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
8 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that
9 protects the Permittee and the City from claims and risks of loss from perils that can be insured
10 against under commercial general liability (CGL) insurance policies in conjunction with:

11 (a) construction, reconstruction, modification, operation, maintenance, use, existence, or
12 removal of the existing building encroachment or any portion thereof, as well as
13 restoration of any disturbed areas of the public place in connection with removal of
14 the existing building encroachment;

15 (b) the Permittee's activity upon or the use or occupation of the public place described in
16 Section 1 of this ordinance; and

17 (c) claims and risks in connection with activities performed by the Permittee by virtue of
18 the permission granted by this ordinance.

19 Minimum insurance requirements are CGL insurance written on an occurrence form at least as
20 broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to
21 be placed with an insurer admitted and licensed to conduct business in Washington State or with
22 a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other

insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimal limits of liability shall be: General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and \$4,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations covering Commercial General Liability. Coverage shall name the "City of Seattle, its elected and appointed officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of

1 its self-insurance program. The City may at any time revoke approval of self-insurance and
2 require the Permittee to obtain and maintain insurance as specified in this ordinance.

3 In the event that the Permittee assigns or transfers the permission granted by this
4 ordinance, the Permittee shall maintain in effect the insurance required under this section until
5 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

6 Section 11. **Contractor insurance.** The Permittee shall contractually require that any
7 and all of its contractors performing work on any premises contemplated by this permit name the
8 “City of Seattle, its officers, officials, employees and agents” as additional insureds for primary
9 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
10 and/or self-insurance. The Permittee shall also include in all contract documents with its
11 contractors a third-party beneficiary provision extending to the City construction indemnities and
12 warranties granted to the Permittee.

13 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
14 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
15 executed by a surety company authorized and qualified to do business in the State of Washington
16 that is: in the amount of \$140,000, and conditioned with a requirement that the Permittee shall
17 comply with every provision of this ordinance and with every order the Director issues under this
18 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
19 a certification that the Permittee has fulfilled its removal and restoration obligations under
20 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
21 consultation with the City Attorney’s Office may be substituted for the bond. In the event that
22 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall

maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** The permission granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has accepted in writing all of the terms and conditions of the permission granted by this ordinance; has provided, at the time of the acceptance, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the existing building encroachment.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the existing

1 building encroachment during construction, reconstruction, repair, annual safety inspections, and
2 at other times deemed necessary by the City. An inspection or approval of the existing building
3 encroachment by the City shall not be construed as a representation, warranty, or assurance to the
4 Permittee or any other person as to the safety, soundness, or condition of the existing building
5 encroachment. Any failure by the City to require correction of any defect or condition shall not in
6 any way limit the responsibility or liability of the Permittee.

7 Section 16. **Inspection reports.** Within 60 days after the effective date of this ordinance,
8 the Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an
9 inspection report that:

- 10 (a) describes the physical dimensions and condition of all load-bearing elements;
- 11 (b) describes any damages or possible repairs to any element of the existing building
12 encroachment;
- 13 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
- 14 (d) is stamped by a professional structural engineer licensed in the State of
15 Washington.

16 In the event of a natural disaster or other event that may have damaged the existing building
17 encroachment, the Director may require that additional reports be submitted by a date established
18 by the Director. The Permittee has the duty of inspecting and maintaining the existing building
19 encroachment. The responsibility to submit structural inspection reports periodically or as
20 required by the Director does not waive or alter any of the Permittee's other obligations under
21 this ordinance. The receipt of any reports by the Director shall not create any duties on the part
22 of the Director. Any failure by the Director to require a report, or to require action after receipt of
23 any report, shall not waive or limit the obligations of the Permittee.

1 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
2 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
3 Director, an annual fee of \$2,582.53 or as adjusted annually thereafter, for the privileges granted
4 by this ordinance.

5 Adjustments to the annual fee shall be made in accordance with a term permit fee
6 schedule adopted by the City Council and may be made every year. In the absence of a schedule,
7 the Director may only increase or decrease the previous year's fee to reflect any inflationary
8 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by
9 adjusting the previous year's fee by the percentage change between the two most recent year-end
10 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All
11 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
12 City Finance Director for credit to the Transportation Operating Fund.

13 Section 18. **Compliance with other laws.** Permittee shall maintain and operate the
14 existing building encroachment in compliance with all applicable federal, state, County and City
15 laws and regulations. Without limitation, in all matters pertaining to the existing building
16 encroachment, the Permittee shall comply with the City's laws prohibiting discrimination in
17 employment and contracting including the Seattle Fair Employment Practices Ordinance, SMC
18 Chapter 14.04, and the Fair Contracting Practices code, SMC Chapter 14.10 (or successor
19 provisions).

20 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
21 Director its written signed acceptance of the terms of this ordinance within 60 days after the
22 effective date of this ordinance. The Director shall file the written acceptance with the City
23 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by

1 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
2 and forfeited and the Permittee shall, at its own expense, remove the existing building
3 encroachment and all of the Permittee's equipment and property and replace and restore all
4 portions of the public place as provided in Section 5 of this ordinance.

5 Section 20. **Obligations run with the Property.** The obligations and conditions
6 imposed on the Permittee by and through this ordinance are covenants that run with the land and
7 bind subsequent owners of the property adjacent to the existing building encroachment and
8 legally described in Section 1 of this ordinance (the "Property"), regardless of whether the
9 Director has approved assignment or transfer of the permission granted herein to such
10 subsequent owner(s). At the request of the Director, Permittee shall provide to the Director a
11 current title report showing the identity of all owner(s) of the Property and all encumbrances on
12 the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior
13 to conveying any interest in the Property, deliver to the Director upon a form to be supplied by
14 the Director, a covenant agreement imposing the obligations and conditions set forth in this
15 ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property
16 and recorded with the King County Recorder's Office. The Director shall file the recorded
17 covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance
18 by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on
19 the Property to be subordinated to the covenant agreement.

20 Section 21. **Section titles.** Section titles are for convenient reference only and do not
21 modify or limit the text of a section.

Section 22. 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 17th day of July, 2017,
and signed by me in open session in authentication of its passage this 17th day of
July, 2017.



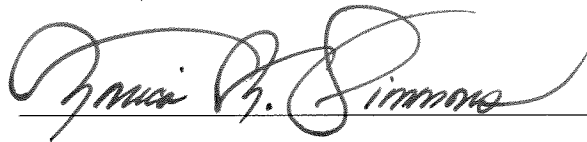
President _____ of the City Council

Approved by me this 21st day of July, 2017.



Edward B. Murray, Mayor

Filed by me this 21st day of July, 2017.



Monica Martinez Simmons, City Clerk

(Seal)

STATE OF WASHINGTON -- KING COUNTY

--SS.

352571

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.

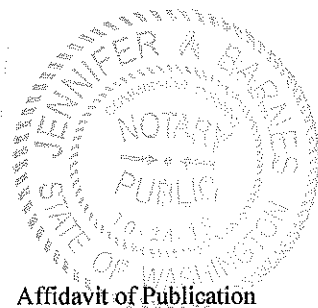
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

was published on

08/04/17

The amount of the fee charged for the foregoing publication is the sum of \$401.25 which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on

08/04/2017

[Signature]
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 July 17, 2017, and published below by title only, will be mailed

upon request, or can be accessed at <http://seattle.legistar.com>. For

information on upcoming meetings of the Seattle City Council, please

visit <http://www.seattle.gov/council/calendar>.

Ordinance 125347

Council Bill 119025

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

Ordinance 125348

Council Bill 118958

AN ORDINANCE relating to the Arterial Asphalt and Concrete Program; accepting a warranty deed for certain real property in Tract A of Fern Hill Addition of Rainier Beach; accepting a deed for street purposes for certain real property in the Southwest quarter of Section 29, Township 26 North, Range 4 East, Willamette Meridian of King County, Washington; laying off, opening, widening, extending, establishing, and designating the property for street purposes; placing the real property conveyed by such deeds under the jurisdiction of the Department of Transportation; and ratifying and confirming certain prior acts.

Ordinance 125349

Council Bill 118991

AN ORDINANCE relating to a pedestrian skybridge over and across Seneca Street, west of Terry Avenue; amending Ordinance 117105, updating the insurance and bond requirements; amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Virginia Mason Medical Center; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Ordinance 125350

Council Bill 119006

AN ORDINANCE granting Bender Development LP and Bender Equities Inc. permission to construct, maintain, and operate a plaza over and across East Howe Street, south of Yale Place East and west of Eastlake Avenue East for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125351

Council Bill 119007

AN ORDINANCE granting Bike Path 1, LLC permission to operate and maintain a portion of an existing one-story commercial building on a portion of Northeast 45th Street, west of 38th Avenue Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125352

Council Bill 119009

AN ORDINANCE relating to the permission granted to Fremont Dock Co. by Ordinance 121706 to use and occupy a portion of Fremont Avenue North under the Fremont Bridge North Approach lying north of the Lake Washington Ship Canal and south of the former Burlington Northern Main Line Right-of-Way, amending the legal description in Exhibit A to Ordinance 121706; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Ordinance 125353

Council Bill 119011

AN ORDINANCE relating to the Department of Transportation; authorizing the Director of the Department of Transportation to acquire, accept, and record on behalf of The City of Seattle a statutory warranty deed for a portion of Tract 35A, Plat of High Point Community, recorded under King County Recording Number 20040418001667, situated in a portion of the Southwest quarter of Section 24, Township 24 North, Range 3 East and a portion of the Northwest quarter of Section 25, Township 24 North, Range 3 East, Willamette Meridian, from the Highpoint Natural Drainage Landscape, Open Space and Rights of Way Maintenance Association, a Washington nonprofit corporation; placing the real property conveyed by such deed under the jurisdiction of the Seattle Department of Transportation and laying off as right-of-way; and ratifying and confirming certain prior acts.

Ordinance 125354

Council Bill 119012

AN ORDINANCE accepting various deeds for street or alley purposes; laying off, opening, widening, extending, and establishing portions of rights-of-way; placing the real property conveyed by said deeds under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns the following rights-of-way: the alley in Block 83, Boston Co's Plat of West Seattle; the alley in Block 21, Denny-Fuhrman Addition to the City of Seattle; the alley in Block 23, Replat of Blocks 1, 2, 6, 7, 13, 14, and 23, North Seattle (also known of record as D. T. Denny's Replat of Blocks 1, 2, 6, 7, 13, 14, and 23, of D. T. Denny's 1st Addition to North Seattle); 21st Avenue Southwest abutting Block 9, Homcroft; Southwest Snoqualmie Street abutting Block 62, Boston Co's Plat of West Seattle; the alley in Block 2, Mountain View Park Addition to the City of West Seattle; the alley in Block 15, Columbia; the alley in Block 98, D. T. Denny's 5th Addition to North Seattle; the alley in Block 9, The Byron Addition to the City of Seattle; the alley in Block 8, Columbia Terrace; Midvale Avenue North abutting Block 2, Overland Park; the alley in Block 38, Addition to the City of Seattle, as laid off by D. T. Denny, Guardian of the Estate of J. H. Nagle (commonly known as Nagle's Addition to the City of Seattle); the alley in Block 108, David T. Denny's First Addition to North Seattle; the alley in Block 7, Francies R. Day's LaGrande; the alley in Block 101, D. T. Denny's 5th Addition to North Seattle; the alley in Block 1, Weedin's Division of Green Lake Addition to Seattle; and Phinney Avenue North and North 90th Street abutting Block 1, Osner's Suburban Homes.)

Ordinance 125355

Council Bill 119013

AN ORDINANCE accepting various deeds for street or alley purposes; laying off, opening, widening, extending, and establishing portions of rights-of-way; placing the real property conveyed by said deeds under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns the following rights-of-way: the alley in Block 51, Denny & Hoyt's Addition to the City of Seattle; the alley in Block 5, University Heights; the alley in Block 9, Fairview Homestead Association, for the Benefit of Mechanics and Laborers; the alley in Block 103, David T. Denny's First Addition to North Seattle; the alley in Block 108, David T. Denny's First Addition to North Seattle; the alley in Block 21, North Seattle; the alley in Block 62, Boston Co's Plat of West Seattle; the alley in Block 16, Columbia; the alley in Block 6, Ross Second Addition to the City of Seattle; the alley in Block 159, Replat of Blocks 65, 66, 168, 169, 160, 161, and 163, Gilman Park; South Fidalgo Street abutting Parcel Z, City of Seattle Lot Boundary Adjustment No. 3010110, recorded under King County Recording No. 20090909900007; the alley in Block 27, Second Addition to the Town of

Seattle as laid off by the Heirs of Sarah A. Bell (deceased) (commonly known as Heirs of Sarah A. Bell's 2nd Addition to the City of Seattle); the alley in Block 56, Gilman Park; the alley in Block 1, Weedin's Division of Green Lake; the alley in Block 29, Woodlawn Addition to Green Lake; the alley in Block 24, Woodlawn Addition to Green Lake; the alley in Block 20, Gilman's Addition to the City of Seattle; and the alley in Block 17, North Seattle.)

Ordinance 125356

Council Bill 119014

AN ORDINANCE accepting 20 limited purpose easements for public sidewalk, street access, alley, and alley turn-around purposes; placing the real property conveyed by such easements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts. (This ordinance concerns the following rights-of-way: the sidewalk adjoining Block 5, Kenwood Division One; the sidewalk adjoining a portion of the Southwest quarter of Section 16, Township 25 North, Range 4 East, Willamette Meridian; the sidewalk adjoining Block 108, David T. Denny's First Addition to North Seattle; the sidewalk adjoining Block 20, Second Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell (deceased) (commonly known as Heirs of Sarah A. Bell's Second Addition to the City of Seattle); public access to 15th Avenue Northeast via the alley in Block 25, Brooklyn Addition to Seattle and vacated Northeast Pacific Street; the sidewalk abutting Parcel A, City of Seattle Lot Boundary Adjustment 3009442, recorded under King County Recording Number 20100728900004 (previously known as Block 2, Carr's Addition to the City of Seattle and Block 9, Boston Heights Addition to the City of Seattle); the sidewalk abutting Parcel Z, City of Seattle Lot Boundary Adjustment 3010110, recorded under King County Recording Number 20090909900007 (previously known as Government Lot 3 in the Southwest quarter of Section 20, Township 24 North, Range 4 East, Willamette Meridian); the sidewalks abutting Block 27, Second Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell (deceased) (commonly known as Heirs of Sarah A. Bell's 2nd Addition to the City of Seattle); the alley and alley turn-around in Block 27, Second Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell (deceased) (commonly known as Heirs of Sarah A. Bell's 2nd Addition to the City of Seattle); the sidewalk abutting Block 5, Buckius Addition to the City of Seattle; the sidewalk abutting Parcels A & B, City of Seattle Short Subdivision Number 3019754, recorded under King County Recording Number 20151023900001 (previously known as Block 5, Walker's Addition to the City of Seattle); the sidewalk abutting Block 39, Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 6th Addition to the City of Seattle); the sidewalk abutting Block 56, Terry's First Addition to the Town of Seattle; the sidewalk abutting Block 135, A. A. Denny's Broadway Addition to the City of Seattle; the sidewalk abutting Block 15, Pontius Third Addition to the City of Seattle; the sidewalk abutting Lot 1, City of Seattle Short Subdivision 9205663, recorded under King County Recording Number 9608130762; and the sidewalk abutting Parcel B-1, City of Seattle Short Subdivision Number 77-110, recorded under King County Recording Number 7707260710.)

Ordinance 125358

Council Bill 119018

AN ORDINANCE relating to bias-free policing; adding a new Chapter 14.11, consisting of Sections 14.11.010, 14.11.020, 14.11.030, 14.11.040, 14.11.050, and 14.11.060, to the Seattle Municipal Code to codify Seattle's commitment to bias-free policing, require the Seattle Police Department to have bias-free policing policies and training, create an enforcement mechanism against biased policing, and collect data to help ensure that biased policing does not occur.

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