



SEATTLE CITY COUNCIL

Legislative Summary

CB 119204

Record No.: CB 119204

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125539

In Control: City Clerk

File Created: 01/02/2018

Final Action: 03/16/2018

Title: AN ORDINANCE granting City Investors XXV LLC permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, 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

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	02/06/2018	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	02/06/2018	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	02/09/2018	sent for review	Sustainability and Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee						
	Notes:						

Legislative Summary Continued (CB 119204)

- 1 Full Council 03/05/2018 referred Sustainability and Transportation Committee
Action Text: The Council Bill (CB) was referred. to the Sustainability and Transportation Committee
Notes:
- 1 Sustainability and Transportation Committee 03/06/2018 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
In Favor: 2 Chair O'Brien, Vice Chair Johnson
Opposed: 0
- 1 Full Council 03/12/2018 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 González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 03/13/2018 submitted for Mayor's signature Mayor
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:
- 1 City Clerk 03/13/2018 submitted for Mayor's signature Mayor
- 1 Mayor 03/16/2018 Signed
- 1 Mayor 03/16/2018 returned City Clerk
- 1 City Clerk 03/16/2018 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 125539
COUNCIL BILL 119204

AN ORDINANCE granting City Investors XXV LLC permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, 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, City Investors XXV LLC applied for permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, at 300 8th Avenue (Seattle Department of Construction and Inspections Master Use Permit 6355538) and 333 8th Avenue North (Seattle Department of Construction and Inspections Master Use Permit 6535591); and

WHEREAS, City Council granted conceptual approval to City Investors XXV LLC under Resolution No. 31767; and

WHEREAS, the communication conduits connect to two buildings owned by City Investors XXV LLC; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the communication conduits to legally occupy a below-grade portion of the public right-of-way; 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 City Investors XXV 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 are referred to as "Permittee"), to construct, install, and maintain two sets of PVC communication conduits (collectively referred to as the "communication conduits"). Each set consists of two 4" communication conduits. The communication conduits shall be located under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, adjacent in whole or in part to the properties legally described as:

300 8th Avenue North

LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 86 OF D.T. DENNY'S PARK ADDITION TO NORTH SEATTLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 46, RECORDS OF KING COUNTY. SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

333 8th Avenue North

PARCEL A:

LOTS 1, 2, 3, 4, 5, AND THE EAST 83 FEET OF LOT 6, BLOCK 81, D.T. DENNY'S PARK ADDITION TO NORTH SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 45, IN KING COUNTY WASHINGTON;

EXCEPT THE SOUTH 10 FEET OF THE WEST 37 FEET OF SAID LOT 5.

PARCEL B:

THE SOUTH 10 FEET OF THE WEST 37 FEET OF LOT 5, AND THE WEST 37 FEET OF LOT 6 IN BLOCK 81 OF D.T. DENNY'S PARK, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 46, RECORDS OF KING COUNTY, WASHINGTON.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year. Upon written application made by the Permittee at least 180 days before expiration of the term, the Director or the City Council may renew the permit twice, each time for a successive ten-year term, subject to the right of the City to require the removal of the communication conduits or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance.

1 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee
2 shall submit any application for a new permission no later than 180 days prior to the expiration
3 of the then-existing term.

4 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
5 bearing the expense of any protection, support, or relocation of existing utilities deemed
6 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
7 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
8 the communication conduits and for any consequential damages that may result from any
9 damage to utilities or interruption in service caused by any of the foregoing.

10 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
11 of the street right-of-way or other public place (collectively, “public place”) by the City and the
12 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
13 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
14 term or any renewal term, and require the Permittee to remove the communication conduits, or
15 any part thereof or installation on the public place, at the Permittee’s sole cost and expense in the
16 event that:

17 (a) the City Council determines by ordinance that the space occupied by the
18 communication conduits is necessary for any public use or benefit or that the communication
19 conduits interfere with any public use or benefit; or

20 (b) the Director determines that use of the communication conduits has been
21 abandoned; or

22 (c) the Director determines that any term or condition of this ordinance has been
23 violated, and the violation has not been corrected by the Permittee by the compliance date after a

1 written request by the City to correct the violation (unless a notice to correct is not required due
2 to an immediate threat to the health or safety of the public).

3 A City Council determination that the space is needed for, or the communication conduits
4 interfere with, a public use or benefit is conclusive and final without any right of the Permittee to
5 resort to the courts to adjudicate the matter.

6 Section 5. **Permittee's obligation to remove and restore.** If the permission granted is
7 not renewed at the expiration of a term, or if the permission expires without an application for a
8 new permission being granted, or if the City terminates the permission, then within 90 days after
9 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
10 or order requiring removal of the communication conduits, the Permittee shall, at its own
11 expense, remove the communication conduits and all of the Permittee's equipment and property
12 from the public place and replace and restore all portions of the public place that may have been
13 disturbed for any part of the communication conduits in as good condition for public use as
14 existed prior to construction of the communication conduits and in at least as good condition in
15 all respects as the abutting portions of the public place as required by Seattle Department of
16 Transportation (SDOT) right-of-way restoration standards.

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

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

8 Section 6. **Repair or reconstruction.** The communication conduits shall remain the
9 exclusive responsibility of the Permittee and the Permittee shall maintain the communication
10 conduits in good and safe condition for the protection of the public. The Permittee shall not
11 reconstruct or repair the communication conduits except in strict accordance with plans and
12 specifications approved by the Director. The Director may, in the Director's judgment, order the
13 communication conduits reconstructed or repaired at the Permittee's cost and expense because
14 of: the deterioration of the communication conduits; the installation, construction, reconstruction,
15 maintenance, operation, or repair of any municipally owned public utilities; or for any other
16 cause.

17 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
18 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
19 Director may order the communication conduits be removed at the Permittee's expense if the
20 Director deems that the communication conduits create a risk of injury to the public. If there is
21 an immediate threat to the health or safety of the public, a notice to correct is not required.

22 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
23 permission granted, or removal of the communication conduits, the Permittee shall remain bound

1 by all of its obligations under this ordinance until the Director has issued a certification that the
2 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.
3 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by
4 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed
5 under Section 17 of this ordinance.

6 **Section 9. Release, hold harmless, indemnification, and duty to defend.** The
7 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
8 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
9 attorneys' fees, or damages of every kind and description arising out of or by reason of the
10 communication conduits or this ordinance, including but not limited to claims resulting from
11 injury, damage, or loss to the Permittee or the Permittee's property.

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

19 (a) the existence, condition, construction, reconstruction, modification, maintenance,
20 operation, use, or removal of the communication conduits;

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

1 (c) the Permittee failing or refusing to strictly comply with every provision of this
2 ordinance; or arising out of or by reason of the communication conduits or this ordinance in any
3 other way.

4 If any suit, action, or claim of the nature described above is filed, instituted, or begun
5 against the City, the Permittee shall upon notice from the City defend the City, with counsel
6 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
7 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
8 within 90 days after the action or suit has been finally determined, if determined adversely to the
9 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
10 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
11 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
12 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
13 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
14 contractors, or employees.

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

21 (a) Construction, reconstruction, modification, operation, maintenance, use,
22 existence, or removal of the communication conduits, as well as restoration of any disturbed
23 areas of the public place in connection with removal of the communication conduits;

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

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

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with 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.

Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the "City of Seattle, its 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

1 approved in writing by the City's Risk Manager. The letter of certification must provide all
2 information required by the City's Risk Manager and document, to the satisfaction of the City's
3 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
4 force. After a self-insurance certification is approved, the City may from time to time
5 subsequently require updated or additional information. The approved self-insured Permittee
6 must provide 30 days' prior notice of any cancellation or material adverse financial condition of
7 its self-insurance program. The City may at any time revoke approval of self-insurance and
8 require the Permittee to obtain and maintain insurance as specified in this ordinance.

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

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

19 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
20 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
21 executed by a surety company authorized and qualified to do business in the State of Washington
22 that is: in the amount of \$40,000, and conditioned with a requirement that the Permittee shall
23 comply with every provision of this ordinance and with every order the Director issues under this

1 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
2 a certification that the Permittee has fulfilled its removal and restoration obligations under
3 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
4 consultation with the City Attorney's Office may be substituted for the bond. In the event that
5 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
6 maintain in effect the bond or letter of credit required under this section until the Director has
7 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

14 Section 14. **Consent for and conditions of assignment or transfer.** When the Property
15 is transferred, the permission granted by this ordinance shall be assignable and transferable by
16 operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner
17 of the Property shall accept in writing all of the terms and conditions of the permission granted
18 by this ordinance and the new owner of the Property shall be conferred with the rights and
19 obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property,
20 Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the
21 Director's consent, which the Director shall not unreasonably refuse. The Director may approve
22 assignment or transfer of the permission granted by this ordinance to a successor entity only if
23 the successor or assignee has accepted in writing all of the terms and conditions of the

1 permission granted by this ordinance; has provided, at the time of the acceptance, the bond and
2 certification of insurance coverage required under this ordinance; and has paid any fees due
3 under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an
4 assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance
5 shall be conferred on the successors and assigns. Any person or entity seeking approval for an
6 assignment or transfer of the permission granted by this ordinance shall provide the Director with
7 a description of the current and anticipated use of the communication conduits.

8 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
9 successor provision, pay the City the amounts charged by the City to inspect the communication
10 conduits during construction, reconstruction, repair, annual safety inspections, and at other times
11 deemed necessary by the City. An inspection or approval of the communication conduits by the
12 City shall not be construed as a representation, warranty, or assurance to the Permittee or any other
13 person as to the safety, soundness, or condition of the communication conduits. Any failure by the
14 City to require correction of any defect or condition shall not in any way limit the responsibility or
15 liability of the Permittee.

16 Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT
17 at an address specified by the Director, an inspection report that:

- 18 (a) describes the physical dimensions and condition of all load-bearing elements;
19 (b) describes any damages or possible repairs to any element of the communication
20 conduits;
21 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
22 (d) is stamped by a professional structural engineer licensed in the State of
23 Washington.

1 In the event of a natural disaster or other event that may have damaged the
2 communication conduits, the Director may require that additional reports be submitted by a date
3 established by the Director. The Permittee has the duty of inspecting and maintaining the
4 communication conduits. The responsibility to submit structural inspection reports periodically
5 or as required by the Director does not waive or alter any of the Permittee's other obligations
6 under this ordinance. The receipt of any reports by the Director shall not create any duties on the
7 part of the Director. Any failure by the Director to require a report, or to require action after
8 receipt of any report, shall not waive or limit the obligations of the Permittee.

9 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
10 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
11 Director, an annual fee of \$2,613.60, or as adjusted annually thereafter, for the privileges granted
12 by this ordinance.

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

21 Section 18. **Compliance with other laws.** Permittee shall construct, maintain, and
22 operate the communication conduits in compliance with all applicable federal, state, County, and
23 City laws and regulations. Without limitation, in all matters pertaining to the communication

1 conduits, the Permittee shall comply with the City's laws prohibiting discrimination in
2 employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter
3 14.04, and Fair Contracting Practices Code, Chapter 14.10 (or successor provisions).

4 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
5 Director its written signed acceptance of the terms of this ordinance within 60 days after the
6 effective date of this ordinance. The Director shall file the written acceptance with the City
7 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
8 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
9 and forfeited. The Permittee shall not commence construction of the communication conduits
10 prior to the Permittee delivering its written signed acceptance of the terms of this ordinance and
11 providing the bond and certification of insurance coverage required by this ordinance as well as
12 the covenant agreement required by Section 20 of this ordinance.

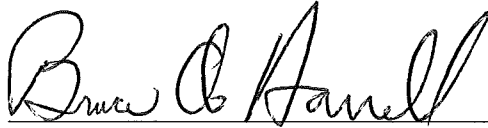
13 Section 20. **Obligations run with the Property.** The obligations and conditions imposed
14 on the Permittee by and through this ordinance are covenants that run with the land and bind
15 subsequent owners of the property adjacent to the communication conduits and legally described
16 in Section 1 of this ordinance (the "Property"), regardless of whether the Director has approved
17 assignment or transfer of the permission granted herein to such subsequent owner(s). At the
18 request of the Director, Permittee shall provide to the Director a current title report showing the
19 identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee
20 shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in
21 the Property, deliver to the Director upon a form to be supplied by the Director, a covenant
22 agreement imposing the obligations and conditions set forth in this ordinance, signed and
23 acknowledged by the Permittee and any other owner(s) of the Property and recorded with the

1 King County Recorder's Office. The Director shall file the recorded covenant agreement with the
2 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At
3 the request of the Director, Permittee shall cause encumbrances on the Property to be
4 subordinated to the covenant agreement.

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

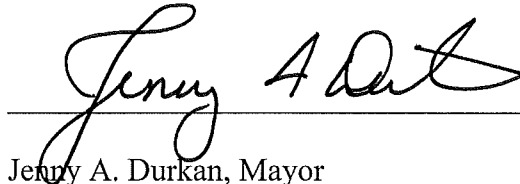
Section 22. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 12th day of March, 2018,
and signed by me in open session in authentication of its passage this 12th day of
March, 2018.



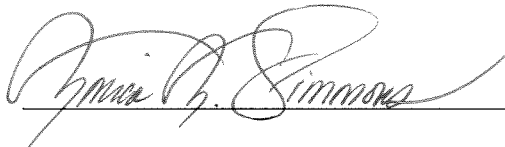
President _____ of the City Council

Approved by me this 16th day of March, 2018.



Jenny A. Durkan, Mayor

Filed by me this 16th day of MARCH, 2018.



Monica Martinez Simmons, City Clerk

(Seal)

STATE OF WASHINGTON -- KING COUNTY

--SS.

360226

No. 41,42,43

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.

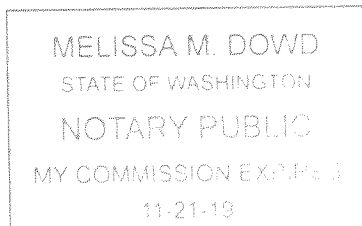
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 125538,39,40

was published on

03/28/18

The amount of the fee charged for the foregoing publication is the sum of \$335.00 which amount has been paid in full.



A handwritten signature in cursive script, appearing to read "M. Dowd", written over a horizontal line.

Subscribed and sworn to before me on

03/28/2018

A handwritten signature in cursive script, appearing to read "Melissa M. Dowd", written over a horizontal line.

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on March 12, 2018, 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 125538

Council Bill 119209

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

Ordinance 125539

Council Bill 119204

AN ORDINANCE granting City Investors XXV LLC permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, 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 125540

Council Bill 119205

AN ORDINANCE relating to grant funds from non-City sources; authorizing the Directors of Transportation and the Seattle Center to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 125475, which adopted the 2018 Budget, including the 2018-2023 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2018-2023 CIP; and ratifying and confirming certain prior acts.

Ordinance 125541

Council Bill 119206

AN ORDINANCE accepting twenty limited purpose easements for public sidewalk, alley, utility, or street 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 Tilt49, a condominium recorded under Recording Number 20150526000478; the sidewalk adjoining Block 6, A. B. Graham's University Addition to the City of Seattle; the sidewalk adjoining a portion of the Southeast quarter, Section 31, Township 26 North, Range 4 East, Willamette Meridian; the alley turn-around in Block 4, Lawton Heights; the sidewalk adjoining a portion of vacated Northeast 40th Street (Northeast Campus Parkway) and Block C, Brooklyn Supplemental Addition to the City of Seattle; the sidewalk adjoining a portion of the Southwest quarter of Section 16, Township 25 North, Range 4 East, Willamette Meridian, vacated 15th Avenue Northeast, and Block 36, Brooklyn Addition to Seattle; the sidewalk adjoining Block 8, Oak Lake Villa Tracts; the sidewalk adjoining Block 22, Hill Tract Addition to the City of Seattle; the sidewalk adjoining Lots 7 through 12 and Lots 19 through 21, Ulfrerts Addition, together with the adjoining vacated alley, and a portion of the Southeast quarter of Section 27, Township 24 North, Range 4 East, Willamette Meridian; the sidewalk adjoining Government Lot 5, Section 20, Township 25 North, Range 4 East, Willamette Meridian; the sidewalk adjoining Block 1, Witt's Addition to the City of Seattle, and a portion of the Northwest quarter of Section 33, Township 25 North, Range 4 East, Willamette Meridian; the street turn-around adjoining Government Lot 1, Section 30, Township 25 North, Range 4 East, Willamette Meridian; the sidewalks adjoining The Whittaker, a condominium recorded under King County Recording Number 20141218000344; the sidewalk adjoining

Lots 1 through 4, Sharpless Second Addition to the City of Seattle; the sidewalk adjoining Block 2, Overland Park; the sidewalks adjoining Block 4, Carr's Addition to the City of Seattle; the sidewalk adjoining Block 23, Addition to the Town of Seattle, as laid out on the Claims of C. D. Boren and A. A. Denny and H. L. Yesler (Commonly known as C. D. Boren's Addition to the City of Seattle); the alley in Block 33, Denny & Hoyt's Addition to the City of Seattle; and the sidewalk abutting Block 33, Denny & Hoyt's Addition to the City of Seattle.)

Ordinance 125542

Council Bill 119207

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: Yale Avenue East abutting a portion of Parcel B, City of Seattle Lot Boundary Adjustment Number 9001790, recorded under King County Recording Number 9102130171; 16th Avenue Southwest abutting Block 406, Seattle Tide Lands and vacated Southwest Lander Street; the alley in Block 91, D. T. Denny's 5th Addition to North Seattle; the alley in Block 19, Denny-Fuhrman Addition to the City of Seattle; the alley in Block 3, University Heights; Northeast 50th Street abutting Block 3, University Heights; the alley in Block 47, 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 3, Witt's Addition to the City of Seattle; the alley in Block 32, Woodlawn Addition to Green Lake; the alley in Block 6, Boston Heights Addition to the City of Seattle; the alley in Block 5, McCallister's Addition to Seattle; the alley in Block 7, University Heights; the alley in Block 4, Lawton Heights; the alley in Block 10, Green Lake Reservoir Addition to the City of Seattle; the alley in 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 alley in Block 40, 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 3, Borzone's 2nd Addition to the City of Seattle; the alley in Block 23, Gilman's Addition to the City of Seattle; Southwest Spokane Street and Fauntleroy Avenue Southwest abutting a portion of Lots 1 through 6, City of Seattle Short Subdivision Number 9205668, recorded under King County Recording Number 9608130752, previously known as Lot 4, City of Seattle Short Subdivision No. 79-27, recorded under King County Recording Number 7908211093; and Martin Luther King Junior Way South abutting Lot 15, Dunlap's Plat of Land on Lake Washington.)

Ordinance 125543

Council Bill 119208

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: 4th Avenue South and South Michigan Street abutting Block 4, Joseph R. McLaughlin's Water Front Addition to the City of Seattle; 4th Avenue South and South Michigan Street abutting Block 13, Joseph R. McLaughlin's Water Front Addition to the City of Seattle; the alley in Block 22, Second Addition to that part of the City of Seattle, as laid off by A. A. Denny and W. N. Bell (Commonly known as Bell & Denny's 2nd Addition to the City of Seattle); the alley in Block 81, D. T. Denny's Park Addition to North Seattle; the alley in Block 75, D. T. Denny's Home Addition to the City of Seattle; North 137th Street abutting Block 1, Allendale; the alley in Block 7, Frances R. Day's LaGrande; the

alley in Block 41, Second Addition to the Town of Seattle, as laid off by the Heirs of Sarah A. Bell (deceased) (Commonly known as the Heirs of Sarah A. Bell's 2nd Addition to the City of Seattle); the alley in Block 26, Gilman's Addition to the City of Seattle; 34th Avenue South and 35th Avenue South abutting Block 3, York 2nd Addition to the City of Seattle and Block 44, C. D. Hillman's Rainier Boulevard Garden Addition; the alley in Block 31, Second Addition to that part of the City of Seattle, as laid off by A. A. Denny and W. N. Bell (Commonly known as Bell & Denny's 2nd Addition to the City of Seattle); the alley in Block 90, D. T. Denny's Fifth Addition to North Seattle; the alley in Block 135, A. A. Denny's Broadway Addition to the City of Seattle; the alley in Block 90, D. T. Denny's 5th Addition to North Seattle; South State Street abutting Block 22, Sander's Supplemental Plat; the alley in Block 46, Central Seattle; the alley in Block 15, University Park Addition to the City of Seattle; the alley in Block 2, South Byron Addition to the City of Seattle; the alley in Block 25, Second Addition to that part of the City of Seattle, as laid off by A. A. Denny and W. N. Bell (Commonly known as Bell & Denny's 2nd Addition to the City of Seattle).)

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