



SEATTLE CITY COUNCIL

Legislative Summary

CB 119535

Record No.: CB 119535

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125841

In Control: City Clerk

File Created: 05/20/2019

Final Action: 06/18/2019

Title: AN ORDINANCE relating to the Fort Lawton Redevelopment Plan Application; authorizing a Memorandum of Agreement setting forth the terms of collaboration between The City of Seattle and Seattle School District No. 1 in the redevelopment of the former Fort Lawton Army Reserve Center.

Notes:

Filed with City Clerk: 6/18/2019

Mayor's Signature: 6/18/2019

Sponsors: Mosqueda

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A - MOA Regarding Fort Lawton Redevelopment Plan between Seattle School District No. 1 and City of Seattle

Drafter: adam.schaefer@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	05/21/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	05/21/2019	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							
1	Council President's Office	05/24/2019	sent for review	Housing, Health, Energy, and Workers' Rights Committee			
Action Text: The Council Bill (CB) was sent for review. to the Housing, Health, Energy, and Workers' Rights Committee							

Legislative Summary Continued (CB 119535)

1	City Council	05/28/2019	referred	Housing, Health, Energy, and Workers' Rights Committee	
	Action Text: The Council Bill (CB) was referred. to the Housing, Health, Energy, and Workers' Rights Committee				
1	Housing, Health, Energy, and Workers' Rights Committee	06/06/2019	pass		Pass
	Action Text: The Committee recommends that City Council pass the Council Bill (CB).				
			In Favor: 2	Chair Mosqueda, Member Bagshaw	
			Opposed: 0		
1	City Council	06/10/2019	passed		Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:				
			In Favor: 9	Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant	
			Opposed: 0		
1	City Clerk	06/14/2019	submitted for Mayor's signature	Mayor	
1	Mayor	06/18/2019	Signed		
	Action Text: The Council Bill (CB) was Signed.				
1	Mayor	06/18/2019	returned	City Clerk	
1	City Clerk	06/18/2019	attested by City Clerk		
	Action Text: The Ordinance (Ord) was attested by City Clerk.				

CITY OF SEATTLE

ORDINANCE

125841

COUNCIL BILL

119535

AN ORDINANCE relating to the Fort Lawton Redevelopment Plan Application; authorizing a Memorandum of Agreement setting forth the terms of collaboration between The City of Seattle and Seattle School District No. 1 in the redevelopment of the former Fort Lawton Army Reserve Center.

WHEREAS, in 2005, the United States Congress authorized the closure of the Fort Lawton

Army Reserve Center ("Fort Lawton"), and the U.S. Army published notices that the property will be available for non-military uses and ownership; and

WHEREAS, the U.S. Army determined that Fort Lawton is surplus to the United States' needs in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved; and

WHEREAS, the Defense Base Closure and Realignment Act authorizes the Department of Defense (DoD) and U.S. Army to make final decisions regarding the disposition of base property and facilities, and the DoD requested The City of Seattle ("City") submit the application for Fort Lawton, including the redevelopment plan and homeless assistance submission, to the DoD and U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City, acting as the Local Redevelopment Authority (LRA), solicited and received Notices of Interest for property from homeless assistance providers and other eligible recipients of public benefit conveyances of federally owned property; and

1 WHEREAS, the City, acting as the LRA, prepared an application in accordance with the Defense
2 Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the
3 2005 Base Closure and Realignment Commission Report, as approved; and

4 WHEREAS, the application prepared by the City ("2008 Plan"), which included a
5 redevelopment plan providing for mixed-income housing and parks space, was approved
6 by the City Council in 2008, and in 2010 HUD determined the application complies with
7 the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, 10
8 U.S.C. § 2687 note, as amended, and its implementing regulations found at 24 CFR Part
9 586; and

10 WHEREAS, opponents of the 2008 Plan sued the City, and in 2010, the Court of Appeals upheld
11 a Superior Court decision on the lawsuit, arguing that review under the State
12 Environmental Policy Act (SEPA) was required prior to City Council adoption of
13 redevelopment plan legislation; and

14 WHEREAS, implementation of the 2008 Plan was also stalled by the Great Recession, which
15 diminished its financial viability, the market-rate housing component in particular; and

16 WHEREAS, in 2013, the City began working with the U.S. Army to plan for interim uses and in
17 2017 entered into a five-year lease of Fort Lawton; and

18 WHEREAS, in 2017, public outreach and comment for a modified redevelopment proposal for
19 Fort Lawton began; and

20 WHEREAS, the City received a large volume of comments urging modification of the preferred
21 alternative to include a school and also received a petition, started through the website
22 change.org, requesting that the City partner with Seattle Public Schools (aka Seattle

1 School District No. 1) to develop a high school and additional park space at Fort Lawton;
2 and

3 WHEREAS, in response, Seattle Public Schools conducted a thorough review that addressed
4 basic feasibility questions and cited key challenges to siting a school at Fort Lawton
5 including lack of immediate resources and inability to demonstrate immediate need for a
6 school in the area; and

7 WHEREAS, in 2018, the City published the Fort Lawton Final Environmental Impact Statement
8 (FEIS), which analyzes probable adverse environmental impacts associated with the
9 modified plan; and

10 WHEREAS, in response to continued interest in Seattle Public Schools participation in
11 redevelopment at Fort Lawton by some Magnolia residents, the City modified the parks
12 component of the preferred alternative as analyzed in the FEIS to include acquisition and
13 development of two unlit multipurpose athletic fields; and

14 WHEREAS, the Hearing Examiner decided in favor of the City on an appeal of the adequacy of
15 the FEIS; and

16 WHEREAS, the final Fort Lawton Application reflects years of collaboration between the City
17 and its partners, Catholic Housing Services of Western Washington, United Indians of
18 All Tribes Foundation, and Habitat for Humanity of Seattle/King County, and involved
19 substantial public outreach and comment; and

20 WHEREAS, the Fort Lawton Application balances Seattle's critical need for affordable housing
21 for households with low incomes and permanent housing for persons experiencing
22 homelessness with the climate and livability benefits of parks and open space, by
23 providing 85 units of supportive housing for seniors, up to 100 affordable rental housing

1 units for households with incomes up to 60 percent of area median income, up to 52
2 affordable homes for purchase by families with incomes up to 80 percent of area median
3 income, and increased parks and recreation space adjacent to Seattle's 534-acre
4 Discovery Park; and

5 WHEREAS, Seattle Public Schools shares the City's vision for a redevelopment that includes
6 affordable housing, park, and recreational uses; and

7 WHEREAS, the City Council has reviewed the Fort Lawton Application, including
8 Redevelopment Plan and Homeless Assistance Submission, and held a Public Hearing to
9 receive public comment; NOW, THEREFORE,

10 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

11 Section 1. The Director of the Office of Housing and Superintendent of Parks and
12 Recreation, or such officials' designees, are authorized to execute a Memorandum of Agreement
13 (MOA), substantially in the form of Attachment A to this ordinance, between The City of Seattle
14 and Seattle School District No. 1 concerning the Application for Federal Surplus Property at Fort
15 Lawton, which includes a Redevelopment Plan and Homeless Assistance Submission, and
16 conveyance of parcels currently owned by the U.S. Army to The City of Seattle and partner
17 organizations in accordance with the Fort Lawton Redevelopment Plan.

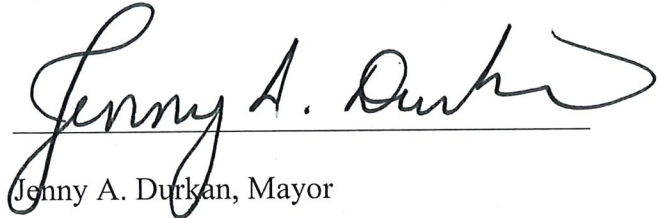
Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 10th day of June, 2019,
and signed by me in open session in authentication of its passage this 10th day of June, 2019.



President _____ of the City Council

Approved by me this 18th day of June, 2019.



Jenny A. Durkan, Mayor

Filed by me this 18th day of June, 2019.



Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment A - Memorandum of Agreement Regarding Fort Lawton Redevelopment Plan
between Seattle School District No. 1 and City of Seattle

May 6, 2019

MEMORANDUM OF AGREEMENT
REGARDING
FORT LAWTON REDEVELOPMENT PLAN
between
SEATTLE SCHOOL DISTRICT NO. 1
and
CITY OF SEATTLE

THIS MEMORANDUM OF AGREEMENT is between THE SEATTLE SCHOOL DISTRICT NO. 1, hereafter referred to as the “District,” and THE CITY OF SEATTLE, hereafter referred to as the “City,” and collectively referred to as the “Parties.” This Agreement sets forth the terms of collaboration between the City and the District in the redevelopment of the former Fort Lawton Army Reserve Center, hereinafter referred to as “Fort Lawton”.

RECITALS

WHEREAS, the City is the designated Local Redevelopment Authority responsible for preparing a redevelopment plan for the reuse of approximately thirty-four acres of surplus federal property at Fort Lawton; and

WHEREAS, the District shares the City's vision for a redevelopment that includes affordable housing, park and recreational uses; and

WHEREAS, the District and the City executed the “*Seattle Public Schools and City of Seattle Public Process Partnership Agreement: School District Facilities, Fort Lawton, Memorial Stadium, and Seattle Center*,” dated November 20, 2017 (“Partnership Agreement”), which established a process for collaboration to achieve unique opportunities for developing District facilities; and

WHEREAS, the Partnership Agreement set forth the City's intent to include the District in the redevelopment plan included in the City's Application for Federal Surplus Property at Fort Lawton ("Redevelopment Plan"), subject to environmental review and agreement on the financial and other terms; and

WHEREAS, the City issued its Final Environmental Impact Statement ("FEIS") for the Fort Lawton Army Reserve Center Redevelopment Project on March 29, 2018; and

WHEREAS, the City's preferred alternative in the FEIS includes the acquisition and development of multi-purpose athletic fields on six acres by the District; and

WHEREAS, the Parties desire to cooperatively establish clear requirements for how the District and the City will participate in the redevelopment of Fort Lawton, including financial participation, public outreach and engagement, and meeting federal requirements and timelines.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and undertakings contained herein, the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

I. REDEVELOPMENT PLAN

- a. The City shall prepare and submit a Redevelopment Plan to the U.S. Department of Defense ("DoD") and U.S. Department of Housing and Urban Development ("HUD") that includes the acquisition of approximately six acres by the District for development of multi-purpose athletic fields, consistent with the Fort Lawton Army Reserve Center Redevelopment Project FEIS.
- b. Subject to federal approval of the Redevelopment Plan, the District shall prepare and submit all necessary applications to the Department of Education ("DoE") for acquisition of approximately 5 to 6 acres of property for development of multi-purpose athletic fields consistent with the Redevelopment Plan ("the Property"), within three months of being notified of federal approval of the Redevelopment Plan. The District shall, in its

sole discretion, decide whether to acquire the Property from the DoD, based on the terms approved by the DoE.

II. PUBLIC OUTREACH AND COMMUNICATIONS

- a. The City's Parks and Recreation Department ("SPR") will coordinate with the District on outreach and implementation of the plan for the multi-purpose athletic fields.
- b. The Parties agree to have one single point of contact when engaging with community members and will implement a communications plan related to any joint communications about impacts associated with redevelopment of the property.

III. FINANCIAL CONTRIBUTIONS AND SCHOOL BOARD APPROVAL

- a. Pre-development/caretaker costs. In consideration for the agreements herein, the District agrees to pay to the City one-fourth of the pre-development/caretaker costs associated with the lease of the entire Fort Lawton property from the U.S. Army, incurred from December 1, 2017 until the property is transferred by the U.S. Army. Pre-development/caretaker costs include security, drainage fees, utilities (electricity, water, gas), and graffiti removal. The first invoice, for the period through December 31, 2018, in the amount of \$80,790, will be provided by the City to the District immediately upon execution of this Agreement. Thereafter, the City will invoice the District on a quarterly basis a proportionate share of actual pre-development/caretaker costs (estimated \$28,836). The District will make payment to the City within (30) days of receipt of each invoice. The District's total contribution towards such caretaker costs will not exceed \$249,000. If the District acquires the Property, financial obligations approved by the School Board according to subsection III.e. will include pre-development/caretaker costs exceeding \$249,000, if any, as calculated according to this subsection III.a.

- b. Acquisition and development. If the District elects to proceed with acquiring the Property, the District agrees to pay for all costs associated with acquisition and development of the Property, including but not limited to environmental remediation, demolition, site preparation and infrastructure expenses. If there are costs associated with acquisition and development of the Property that can be shared with the City's costs associated with acquisition and development of the remainder of the site included in the Redevelopment Plan, then the District agrees to pay for its proportionate share of those related costs.
- c. Demolition prior to federal conveyance. If the U.S. Army approves the demolition of structures at Fort Lawton prior to any conveyance or negotiated sale, the Parties can undertake the demolition of structures located on their respective site (Harvey USARC – Building 216 by the District and Leisy USARC – Building 220 by the City).
- d. Financial contributions if Property not acquired. The District shall pay to the City the total costs of pre-development/caretaker costs according to subsection III.a of this Agreement as incurred through the date of notice to the City of election not to acquire or failure to acquire the Property.
- e. While this MOA does not require approval by the District's School Board of Directors, School Board approval is required if the District is to proceed with any acquisition of the Property or is to incur any financial obligations exceeding those set forth herein.

IV. PLANNING, DESIGN AND DEVELOPMENT OF THE PROPERTY

- a. The planning and design of the Property for multi-purpose athletic fields, consistent with the Redevelopment Plan, shall be informed by the coordinated and joint outreach and engagement efforts described in Section II.
- b. The District agrees to complete development of the Property no later than three years from the date of actual conveyance.

- c. The Property will be developed for multi-purpose athletic fields consistent with SPR minimum development standards.
- d. All park and recreational property at Fort Lawton owned by the District and SPR will be operated and maintained consistent with the existing Joint Use of Facilities Agreement between the District and City, which is expected to be extended or renewed by October 14, 2019.
- e. If the District acquires the Property, the District agrees to construct improvements to the Property, consistent with the Redevelopment Plan, including 60 vehicle parking spaces for shared use for Fort Lawton athletic fields and housing, consistent with the public outreach and communications process described in subsection II. An agreement that describes the terms of shared parking will be negotiated between the District and the City prior to the District's acquisition of the Property.

V. PROGRESS REPORTS REGARDING PROPERTY ACQUISITION

- a. Upon approval of the redevelopment plan by DoD and HUD, the District shall provide written monthly progress reports in a manner and form reasonably requested by the City to demonstrate to the City that the District is making progress towards acquisition of the Property and meeting the necessary federal requirements to successfully acquire and develop the Property.
- b. The City agrees that the District may pursue acquisition of the Property either through application for a public benefit conveyance granted by the U.S. Department of Education provided the City is given reasonable assurance by the District Superintendent that failure by the District to succeed in Property acquisition would not preclude a later public benefit conveyance to the City.
- c. In the event the District elects not to acquire the Property, or fails to acquire the Property within nine months of DoD and HUD's approval of the Redevelopment Plan, the City shall be entitled to pursue direct acquisition of the Property in order to preserve the opportunity to secure land for

public park and recreation uses. If the District elects not to acquire the Property, or fails to acquire the Property within nine months of DoD and HUD's approval of the Redevelopment Plan, the District shall have no further financial obligations of any nature under this Agreement from the earlier of the date of such election or upon the nine month milestone.

VI. FUTURE PROPERTY USES

- a. Should the District acquire the Property and later pursue any changes to the use of the Property as multi-purpose athletic fields, the District shall be responsible for conducting any legally required environmental review.
- b. The District agrees that any future uses it considers for the Property must be compatible with adjacent housing and park uses to the extent required by law, and the District will consult, coordinate and cooperate with the City to ensure that appropriate planning, public outreach and engagement is conducted.

VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This agreement shall take effect when fully executed by all parties (the "Effective Date") and shall continue until terminated pursuant to the terms of this Agreement.

VIII. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement for convenience and without cause by giving the other Party written notice of such termination at least (30) calendar days prior to the effective date of termination.

IX. GENERAL MATTERS AND RECORDING

- a. Entire Agreement. This document contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment.

- b. No Assignment. No Party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other Parties.
- c. Venue. Any action filed under or related to this Agreement must be brought in King County Superior Court at Seattle, Washington.
- d. Dispute Resolution. If any dispute arises among the Parties which is not resolved by routine meetings or communications, the Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. If the Parties do not come to an agreement on the dispute, Parties may agree to pursue mediation through a process to be mutually agreed upon, with the Parties to the dispute sharing equally the costs of mediation and assuming their own costs.
- e. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- f. Notices. All notices, demands or other communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be considered as properly given if delivered personally or sent by United States Postal Service first class or prepaid. Notice so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon receipt at the address set forth below, *provided, however,* that non-receipt of any communication as a result of any change of address of which the sending Party was not notified or as a result of a refusal to accept delivery shall be deemed receipt of such communication, if addressed as follows, or as later designated in writing:

City of Seattle
ATTN: Steve Walker
Director, Office of Housing
PO Box 94725
Seattle, WA 98124-4725

Seattle Public Schools
ATTN: Fred Podesta
Chief Operations Officer

X. COUNTERPARTS

This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Approved and executed this ____ day of _____, 2019

THE CITY OF SEATTLE

THE CITY OF SEATTLE

Steve Walker

Director, Office of Housing

Jesus Aguirre

Superintendent, Parks and Recreation

SEATTLE PUBLIC SCHOOLS (aka
SEATTLE SCHOOL DISTRICT NO. 1)

Denise Juneau

Superintendent

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Office of Housing	Emily Alvarado 4-3727	Waslala Miranda 3-5044

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Fort Lawton Redevelopment Plan Application; authorizing a Memorandum of Agreement setting forth the terms of collaboration between The City of Seattle and Seattle School District No. 1 in the redevelopment of the former Fort Lawton Army Reserve Center.

Summary and background of the Legislation: The Memorandum of Agreement (MOA) sets forth the terms of collaboration between the City and Seattle Public Schools in the redevelopment of the former Fort Lawton Army Reserve Center. Specifically, it provides Seattle Public Schools the opportunity to participate in implementation of the Fort Lawton Redevelopment Plan by pursuing acquisition of 5-6 acres located in the southern portion of the surplus 34-acre site through a public benefit conveyance process and developing the site as multi-purpose athletic fields. All park and recreational property at Fort Lawton owned by the District and Seattle Parks and Recreation will be operated and maintained consistent with the existing Joint Use of Facilities Agreement between the District and City. That agreement is up for extension or renewal in October 2019. Funds for acquisition of the site was included in Seattle Public Schools' BEX V levy that was passed by the voters in February 2019. If Seattle Public Schools decides not to pursue acquisition for any reason, Seattle Parks and Recreation would acquire the property through a public benefit parks conveyance at no cost.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

The legislation authorizes a MOA that would provide for a quarter of the pre-development and caretaker costs at Fort Lawton to be paid for by Seattle Public Schools, if they proceed with acquisition of 5-6 acres of the federal surplus 34-acre Fort Lawton property for development of multi-purpose athletic fields.

Those costs are currently paid for by the City under terms of the lease of the entire Fort Lawton property from the U.S. Army. Under terms of the MOA, SPS would pay a quarter of the costs the City has incurred from December 1, 2017 until the property is transferred by the

U.S. Army. Pre-development/caretaker costs include security, drainage fees, utilities (electricity, water, gas), and graffiti removal. The first invoice, for the period through December 31, 2018, in the amount of \$80,790, will be provided by the City to the District immediately upon execution of this Agreement. Thereafter, the City will invoice the District on a quarterly basis a proportionate share of actual pre-development/caretaker costs (estimated \$28,836). The District will make payment to the City within (30) days of receipt of each invoice. The District's total contribution towards such caretaker costs will not exceed \$249,000. However, if the District acquires the Property, financial obligations to be approved by the School Board would include development costs for the fields plus the District's proportionate share of pre-development/caretaker costs exceeding \$249,000, if any.

Is there financial cost or other impacts of *not* implementing the legislation?

The City will pay for pre-development and caretaking costs associated with implementation of the Fort Lawton Redevelopment Plan as planned prior to Opportunity to all of the property intended for parks and recreation-related uses at no cost

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?**
Seattle Parks and Recreation
- b. Is a public hearing required for this legislation?**
No
- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No
- d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No
- e. Does this legislation affect a piece of property?**
Yes – see attachment (Site Plan). The multi-purpose athletic fields would be developed just south of the surface parking lot that says “proposed rezone to LR2.”
- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
No. If Seattle Public Schools decides not to pursue acquisition of the property for any reason, Seattle Parks and Recreation would include that site as part of their larger property acquisition for parks and recreation uses. In that event, SPR would acquire the property through a public benefit parks conveyance at no cost and develop the multi-purpose athletic fields. Whether the athletic fields are owed by the District or SPR, they will be operated and maintained consistent with the ongoing Joint Use of Facilities Agreement between the District and City (next scheduled for update and extension October 2019). Therefore, this legislation does not have unique racial and social justice implications.

- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**

N/A

List attachments/exhibits below:

Summary Attachment A - Site Plan

STATE OF WASHINGTON -- KING COUNTY

--SS.

375355

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.

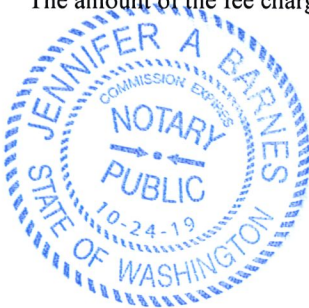
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:125839-846 TITLE ONLY

was published on

06/27/19

The amount of the fee charged for the foregoing publication is the sum of \$136.28.



Affidavit of Publication

A handwritten signature in blue ink, likely of the subscriber, positioned above the "Subscribed and sworn to before me on" line.

Subscribed and sworn to before me on

06/27/2019

A handwritten signature in blue ink, likely of the notary public, positioned above the "Notary public for the State of Washington" line.

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 June 10, 2019, 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 125839

Council Bill 119538

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

Ordinance 125840

Council Bill 119507

AN ORDINANCE relating to fair housing; establishing a one-year prohibition on use of rental housing bidding platforms; amending Section 7.24.020 of the Seattle Municipal Code; and adding a new Section 7.24.090 to the Seattle Municipal Code.

Ordinance 125841

Council Bill 119535

AN ORDINANCE relating to the Fort Lawton Redevelopment Plan Application; authorizing a Memorandum of Agreement setting forth the terms of collaboration between The City of Seattle and Seattle School District No. 1 in the redevelopment of the former Fort Lawton Army Reserve Center.

Ordinance 125842

Council Bill 119510

AN ORDINANCE related to land use and zoning, amending page 52 of the Official Land Use Map, Seattle Municipal Code Chapter 23.32, to rezone property at the Fort Lawton Army Reserve Center.

Ordinance 125843

Council Bill 119505

AN ORDINANCE relating to land use and zoning; amending Sections 23.41.010 and 23.41.012 of the Seattle Municipal Code to remove the Ballard Municipal Center Master Plan Area Guidelines and adopt the Ballard Neighborhood Design Guidelines, and delete reference to the Ballard Municipal Center Master Plan Area Guidelines.

Ordinance 125844

Council Bill 119506

AN ORDINANCE relating to land use and zoning; amending Section 23.41.010 of the Seattle Municipal Code to approve the Capitol Hill Neighborhood Design Guidelines, 2019.

Ordinance 125845

Council Bill 119489

AN ORDINANCE relating to land use and zoning; allowing limited expansion of Major Institution uses in a portion of Industrial General 1 and 2 zones and Industrial Buffer zones located near Seattle Pacific University; and amending Sections 23.50.012 and 23.69.024 of the Seattle Municipal Code.

Ordinance 125846

Council Bill 119504

AN ORDINANCE relating to the Pike Place Market Historical District; amending Ordinance 125650 to extend its effective date by six months.

Date of publication in the Seattle Daily Journal of Commerce, June 27, 2019.

6/27(375355)