



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119569

Record No.: CB 119569

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125870

In Control: City Clerk

File Created: 06/05/2019

Final Action: 07/26/2019

**Title:** AN ORDINANCE granting a utility easement of surface and subsurface rights to King County, through its Department of Natural Resources and Parks, Wastewater Treatment Division (“King County”), to maintain an underground overflow pipeline and channel for the King County-owned reservoir within Discovery Park, which serves the regional wastewater facility, to meet federal guidelines for a potable water supply separation in the event of an emergency shutdown and backup of the incoming water supply.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Juarez

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Utility Easement v2, Att 2 - Ordinance 118477

Drafter: Richard Gholaghong

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	06/25/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	06/25/2019	sent for review	Council President's Office			
<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office							
1	Council President's Office	07/02/2019	sent for review	Civic Development, Public Assets, and Native Communities Committee			

Legislative Summary Continued (CB 119569)

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- Action Text:** The Council Bill (CB) was sent for review. to the Civic Development, Public Assets, and Native Communities Committee
- 1 City Council                      07/15/2019   referred                      Civic Development, Public Assets, and Native Communities Committee
- 1 Civic Development, Public Assets, and Native Communities Committee                      07/17/2019   pass as amended                      Pass
- Action Text:** The Committee recommends that City Council pass as amended the Council Bill (CB).  
In Favor: 3   Chair Juarez, Vice Chair Bagshaw, Member González  
Opposed: 0
- 1 City Council                      07/22/2019   passed                      Pass
- Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
In Favor: 8   Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant  
Opposed: 0
- 1 City Clerk                      07/25/2019   submitted for Mayor's signature                      Mayor
- Action Text:** The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
- 1 Mayor                      07/26/2019   Signed
- Action Text:** The Ordinance (Ord) was Signed.
- 1 Mayor                      07/26/2019   returned                      City Clerk
- Action Text:** The Ordinance (Ord) was returned. to the City Clerk
- 1 City Clerk                      07/26/2019   attested by City Clerk
- Action Text:** The Ordinance (Ord) was attested by City Clerk.
-

CITY OF SEATTLE

ORDINANCE 125870

COUNCIL BILL 119569

AN ORDINANCE granting a utility easement of surface and subsurface rights to King County, through its Department of Natural Resources and Parks, Wastewater Treatment Division (“King County”), to maintain an underground overflow pipeline and channel for the King County–owned reservoir within Discovery Park, which serves the regional wastewater facility, to meet federal guidelines for a potable water supply separation in the event of an emergency shutdown and backup of the incoming water supply.

WHEREAS, King County owns and operates the West Point Treatment Plant wastewater facility, located west of and adjacent to Discovery Park at the toe of a bluff on a parcel owned by King County; and

WHEREAS, King County owns and maintains a water supply reservoir, which is located within an easement area, King County Recording No. 6165044; and

WHEREAS, the reservoir easement was granted by the U.S. Government, through the Department of the Army, to King County, known at that time as the “Municipality of Metropolitan Seattle,” for 99 years from December 21, 1962, the date of easement signature for the operation and maintenance of the water supply for the treatment plant and several park facilities; and

WHEREAS, under Seattle Public Utilities and state guidelines, an aboveground air gap and adequate overflow drainage pipeline are required for potable water separation in the event that inflowing water is prevented from continuing to the West Point Treatment Plant due to emergency plant shutdown; and

WHEREAS, King County will upgrade the reservoir and ancillary components to accommodate the required air gap, reservoir operation, and future maintenance needs; and

1 WHEREAS, King County held a public information meeting on February 23, 2019, from 10:00  
2 a.m. to 12:00 p.m. at the Discovery Park Environmental Learning Center, informing the  
3 public of the reasons for, design of, and placement of the pipeline, necessary tree  
4 removal, and restoration of the property, which was attended by approximately 20  
5 members of the public; and

6 WHEREAS, the overflow channel will be located completely underground along its alignment,  
7 with a diffuser that daylight at its terminus, which will be landscaped to blend in with  
8 the park's natural landscaping; it will be required that King County designs, installs, and  
9 maintains vegetation within the pipeline easement area and diffuser under the guidance  
10 and specification of the Department of Parks and Recreation and until the newly installed  
11 planting has been established as determined by Parks and Recreation; and

12 WHEREAS, constructing a pipeline to contain the overflow channel is necessary for the  
13 continual operation and maintenance of King County's existing reservoir and water  
14 supply system, which serves the West Point Treatment Plant wastewater facility;

15 NOW, THEREFORE,

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


17 Section 1. The Superintendent of Parks and Recreation ("Superintendent"), or the  
18 Superintendent's designee, is authorized on behalf of The City of Seattle ("City") to execute a  
19 utility easement in favor of King County through its Department of Natural Resources and Parks,  
20 Wastewater Treatment Division ("County"), substantially in the form of Attachment 1 to this  
21 ordinance (the "Utility Easement"). The Utility Easement will grant the County permanent  
22 subsurface utility use rights as well as limited surface rights, to install, construct, own, operate,  
23 and maintain an underground pipeline and channel.

1           Section 2. The City Council finds that granting the County a subterranean easement under  
2 portions of Discovery Park, as authorized in Section 1 of this ordinance, is consistent with the  
3 requirements of Ordinance 118477, adopting Initiative 42 (Attachment 2). To the extent granting  
4 the easement is inconsistent, the requirements of Ordinance 118477 are superseded.

5           Section 3. In exchange for granting the County the easement rights designated in the  
6 Utility Easement, the Superintendent shall accept \$156,000 as consideration from the County,  
7 constituting the appraised value of the easement as of December 4, 2018, as well as park  
8 improvements and other consideration set out in the Utility Easement.

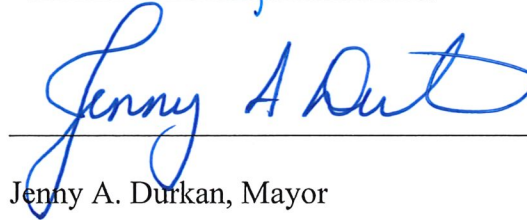
1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within 10 days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 22<sup>nd</sup> day of July, 2019,  
5 and signed by me in open session in authentication of its passage this 22<sup>nd</sup> day of  
6 July, 2019.

7 

8 President \_\_\_\_\_ of the City Council

9 Approved by me this 26<sup>th</sup> day of July, 2019.

10   
11 Jenny A. Durkan, Mayor

12 Filed by me this 26<sup>th</sup> day of JULY, 2019.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:  
17 Attachment 1 - Utility Easement  
18 Attachment 2 - Ordinance 118477

RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:

KING COUNTY  
WASTEWATER TREATMENT DIVISION  
MAILSTOP: KSC-NR-0512  
201 SOUTH JACKSON STREET  
SEATTLE, WA 98104-3855

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<b>Document Title:</b>	Utility Easement
<b>Grantor(s):</b>	City of Seattle
<b>Grantee:</b>	King County
<b>Abbreviated Legal Description:</b>	NE 1/4 OF NE 1/4 LESS POR FOR CAPEHART HOUSING SITE AS DESC IN SURVEY REC # 20050124900001 & AFF OF CORRECTION REC #20060403002230
<b>Additional Legal Description is on Page:</b>	EXHIBIT "A"
<b>Assessor's Tax Parcel Number(s):</b>	1625039001

### UTILITY EASEMENT

WHEREAS, **King County** ("Grantee") is a political subdivision of the State of Washington and is authorized by Chapter 8.12 RCW, RCW 35.58.320, 35.58.200 and 36.56.010, K.C.C. 28.01.030 and 28.81.010 to acquire and condemn real property for public use for sewage treatment and water pollution abatement facilities; and

WHEREAS, the **City of Seattle** ("Grantor") is the owner of certain real property, known as Discovery Park more particularly described in **EXHIBIT A** and depicted in **EXHIBIT D** which is attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Grantee owns and maintains an underground reservoir water supply facility, located within Discovery Park which provides water to the King County West Point waste water treatment plant, as well as potable water to the park's lighthouse facility, beach drinking fountain; and

WHEREAS, the underground reservoir facility's installation, building, easement, and operation pre-dates ownership by the City of Seattle or use of Fort Lawton's as Discovery Park; and

WHEREAS, Initiative 42, as adopted by Ordinance 118477, allows a "sub-surface or utility easement compatible with park use" and this easement is for an emergency underground overflow pipeline in the rare event of reservoir mechanical failure; and

WHEREAS, Grantee must update its reservoir building with the required separation of incoming water from the supply line and an emergency overflow channel, to be in compliance with updated State Regulations (the “Project”); and

WHEREAS, it is necessary for Grantee to acquire limited permanent subsurface and surface easements granting King County and its successors and assigns the right to install, construct, own, operate, maintain, use, upgrade, repair certain underground utilities and surface overflow diversion structure, including, without limitation, pipelines, ducts, vaults, manholes, vents, monitoring equipment, and other necessary and convenient equipment and appurtenances, including, but not limited to, all utility lines or equipment servicing said pipelines and related equipment and appurtenances (hereinafter sometimes referred to collectively, as “Easement Improvements”) together with the right of ingress using publicly accessible rights of way to and egress from the Property for the foregoing purposes of the easement. Motorized transfer of equipment, materials and or vehicles to the Easement Area across park property other than park roads and drivable trails will require permission in the form of a Revocable Use Permit.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Grant of Permanent Utility Easement.** The City of Seattle (“Grantor”), for and in consideration of One Hundred Fifty-Six Thousand Dollars and no cents (\$156,000.00) and other valuable consideration in hand paid and under threat of condemnation, grants and conveys to King County its successors and assigns (“Grantee”), an exclusive permanent subsurface easement (the “Subsurface Easement”) with limited surface rights in, under and through that portion of the real property more particularly described in **EXHIBIT A** and as depicted in **EXHIBIT B** and within a portion of Discovery Park **EXHIBIT D** attached hereto and by this reference incorporated herein together with a right of ingress to and egress from the Easement Areas. The Surface and the Subsurface portions of the Easement shall be referred to as the “Easement Area.” The consideration for this Utility Easement has been paid by Grantee from the King County Water Quality Fund. Limited surface rights are:

- a) The Grantee may, at Grantee’s discretion, walk over and on the Easement Area, conduct observation and conduct non-invasive testing, inspection, landscaping maintenance, or small sample collection using hand held tools. Such casual observation or use will not require a Revocable Use Permit or other park permission.
- b) The Grantee may establish and maintain at a minimum of one-(1) foot below grade, maintenance holes at three locations to accommodate inspection access, together with landscaped ballast rock over outlet diffuser.

**2. Benefit of Easement.** This Utility Easement is for the benefit of all property interests now owned or hereafter acquired by Grantee which constitutes a portion of or is served by the Project or by existing or future Easement Improvements and for all purposes necessary or incidental to the installation, construction, ownership, use, operation, maintenance, inspection, repair, renovation, improvement, removal and enhancement of the Easement Improvements, and the right of ingress to and egress from, on, to, under, across,



and upon the Property as may be necessary to install, construct, use, operate, maintain, inspect, repair, renovate, improve, remove or enhance the Easement Improvements. Vehicular access to the Easement Area or staging outside the Easement Area will require an approved Revocable Use Permit from the Department of Parks and Recreation (DPR).

**3. Purpose of Easement.** The use of this easement is for an emergency overflow system appurtenant a public utility facility. The overflow pipeline will be underground and will not obstruct usage of the park or present a visual barrier after installation. This installation will be consistent with park use and adhere to the best practices to ensure public safety to the maximum extent possible. Grantee shall have the right to use the Easement Areas for all purposes necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, inspection, repair, renovation, improvement, removal and enhancement of all or any Easement Improvements as described herein as Grantee may now or hereafter deem appropriate. All Easement Improvements, of any kind that are now or hereafter acquired, constructed or installed within the Easement Areas shall be and shall at all times remain the property and responsibility of the Grantee. The Easement Area is to remain suitable and open for public use and free of both visual and physical barriers once the Easement Improvements are installed.

**4. Grantee's Restoration of Property.** Grantee shall, upon completion of construction of any Easement Improvements described herein, remove any debris and restore the surface of any portion of the Property disturbed by Grantee's construction as nearly as possible to the condition existing immediately prior to such access, maintenance and repair to the Grantor's standards using Best Management Practices.

In addition, Grantee will, if the Grantor's property is disturbed as a result of Grantee's access, maintenance, removal or repair of the Easement Improvements, restore the surface of the Property to the reasonably approximate condition in which it existed at the commencement of said maintenance, removal, repair and per DPR restoration standards. If the pipeline channel is removed, Grantor's property will be filled in with the appropriate soil, compacted to a density consistent with the surrounding area and replanted per instructions from the Grantor. Trees lost or removed due to Grantee's use of the property will be replaced by a ratio of 2:1 replacement with tree species selected by DPR's Natural Resources Unit, 2" or greater in caliper or paid for based on an appraisal by a Certified Parks Arborist.

**5. Grantor's Use of Property.** Grantor reserves the right to use the Property and/or to grant other easement, license or use rights to the Property for any purpose consistent with the rights herein granted to Grantee so long as such use or use rights do not interfere with, obstruct or endanger the use, function, efficiency, maintenance, repair of any Easement Improvements now or hereafter constructed, installed, used, operated or maintained by Grantee in the Easement Areas pursuant to this Utility Easement. Except as otherwise provided herein, and after the date of this Utility Easement, the construction, installation, or maintenance of any structures, whether temporary or permanent, shall be absolutely prohibited within the Easement Areas, as described and depicted in **Exhibits B and C** and shall be deemed an unreasonable interference with the easement rights permitted to Grantee herein unless specifically approved in writing by the Grantee. Prior to any activity by Grantor in the Easement Area that requires use of the subsurface of the Property and/or extends to within ten feet of any Easement Improvements contained therein or which changes the compression loads on or to the lateral support for any Easement Improvements, Grantor shall

notify Grantee in writing and shall provide Grantee with a copy of all plans and specifications for such proposed activity for review at least forty-five (45) days prior to the commencement of such activity. Grantor shall not commence such activity unless and until it has received Grantee's prior written consent that the Grantor's proposed construction, work or activity will not interfere with the Grantee's rights under this Utility Easement, which consent will not be unreasonably denied, conditioned or withheld. Grantee's review and approval of Grantor's plans and specifications shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to Grantee and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of Grantor's plans and specifications nor whether Grantor's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

**6. Indemnity.** Grantee agrees to defend, indemnify and hold harmless Grantor, its successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property, caused by the acts or omissions of Grantee, its assigns, agents, contractors or employees, in its use of or occupancy under this Utility Easement. Provided, however, that this defense and indemnification obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence or willful misconduct of the Grantor, its successors, assigns, agents or employees and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) the Grantor, its successors or assigns and/or their agents or employees and (b) the Grantee, its agents or employees, or involves those actions covered by RCW 4.24.115, then this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, its agents or employees. For purposes of this indemnity only, Grantee specifically and expressly waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW.

**7. Notices.** Any notices required or permitted under this Utility Easement shall be deemed to have been duly given if personally delivered, sent by nationally-recognized overnight delivery service, or if mailed or deposited in the United States mail and sent registered or certified mail, postage prepaid to the address listed below or to such other address as either party may from time to time designate in writing and deliver in a like manner. Notices may also be given by facsimile transmission (provided the fax machine has printed a confirmation of receipt). All notices that are mailed shall be deemed received three business days after mailing. All other notices shall be deemed complete upon receipt or refusal to accept delivery. Notices shall be sent to the following addresses:

**To Grantor:**  
City of Seattle  
Department of Parks and Recreation  
Property Acquisition Services, 4<sup>th</sup>  
Floor  
800 Maynard Avenue South  
Seattle, WA 98134

**To Grantee:**  
King County Wastewater Treatment Division  
Property Acquisition Supervisor  
Mailstop: KSC-NR-0503  
201 South Jackson Street, Suite 512  
Seattle, WA 98134

**8. Miscellaneous Provisions.**

- (a) **Representations.** Grantor represents that it is the lawful owner of the Property and has the legal authority to grant and convey this Utility Easement to Grantee.
- (b) **Binding Effect.** This Utility Easement is appurtenant to and shall run with all real property and real property interests and easements now owned or hereafter acquired by Grantee or served by the Easement Improvements and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Property and Grantor, and its successors and assigns. Grantee shall have the right to assign its rights under this Utility Easement, in whole or in part, without any additional fee and without the approval or consent of Grantor.
- (c) **Construction.** All the recitals set forth above are incorporated into this Utility Easement as though fully set forth herein. The headings contained in this Utility Easement are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the intention of the parties hereto. Whenever the context hereof shall so require the singular shall include the plural.
- (d) **Entire Agreement.** This Utility Easement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Utility Easement may not be modified, except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.
- (e) **Waiver.** No waiver of any right under this Utility Easement shall be effective unless contained in writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or any other right arising under this Utility Easement.
- (f) **Governing Law.** This Utility Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

**9. Termination.** This Utility Easement will be terminated, and the overflow channel removed, and site fully restored to pre-channel conditions if one or more of the following occurs:

- (a) The reservoir that the overflow channel serves is removed or becomes permanently inoperative.
- (b) The need for an overflow channel becomes obsolete through a change of building code, facility design or operation.

Att 1 – Utility Easement  
V2a

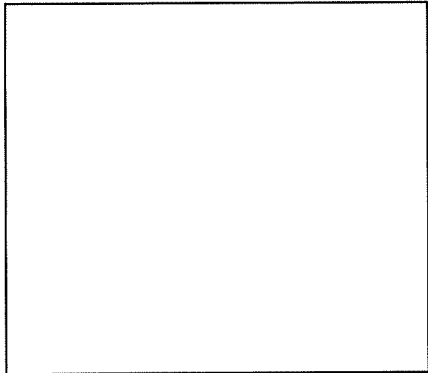
- (c) If the overflow channel causes damage to the park beyond the Easement Area or becomes a danger to the public.



STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledged it as the Environmental and Community Services Section Manager of the King  
County Wastewater Treatment Division to be the free and voluntary act of such party for the  
uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_.



Notary Public  
Print Name  
My commission expires

(Use this space for notarial stamp/seal)

EXHIBITS

- Exhibit A Legal Description of Entire Property
- Exhibit B Legal Description for Permanent Easement Area
- Exhibit C Depiction of Permanent Easement Area
- Exhibit D Map of Discovery Park

**EXHIBIT A**

Legal Description of Entire Property

NE 1/4 OF NE 1/4 OF SEC 16, TWN 25, RANGE 03, LESS POR FOR CAPEHART  
HOUSING SITE AS DESC IN SURVEY REC # 2005012490001 & AFF OF CORRECTION  
REC #20060403002230

Parcel 162503-9001

## EXHIBIT B

### Legal Description for Permanent Easement Area

#### **EASEMENT DESCRIPTION DISCOVERY PARK PIPELINE EASEMENT**

That portion of Fort Lawton Military Reservation, Washington, lying within the Northeast Quarter of the Northeast Quarter of Section 16, Township 25 North, Range 3 East, W.M., described as follows:

**Commencing** at a point on the southerly boundary of said reservation, which boundary is also the centerline of West Emerson Street in the City of Seattle, said point being 303.76 feet westerly from the intersection of the centerlines of West Emerson Street and Perkins Lane West;

thence along the following courses described in Parcel 4 of a document recorded under Recording Number 6165044, records of King County, Washington:

North 39°23'39" West 892.22 feet;

thence North 32°01'23" West 399.39 feet;

thence North 51°34'30" West 1022.10 feet;

thence North 60°31'02" West 59.51 feet;

thence North 03°09'41" East 137.95 feet;

thence South 86°50'19" East 72.00 feet;

thence along the easterly line of said Parcel 4, South 03°09'41" West 85.63 feet to the **True Point of Beginning**;

thence leaving said courses described in Parcel 4, South 86°50'19" East 28.64 feet;

thence South 58°34'12" East 187.96 feet;

thence South 44°34'12" East 201.23 feet;

thence South 58°32'38" East 61.96 feet;

thence South 45°25'48" West 55.23 feet;

thence North 25°56'43" West 63.45 feet;

thence North 44°34'12" West 198.77 feet;

thence North 58°34'12" West 184.45 feet;

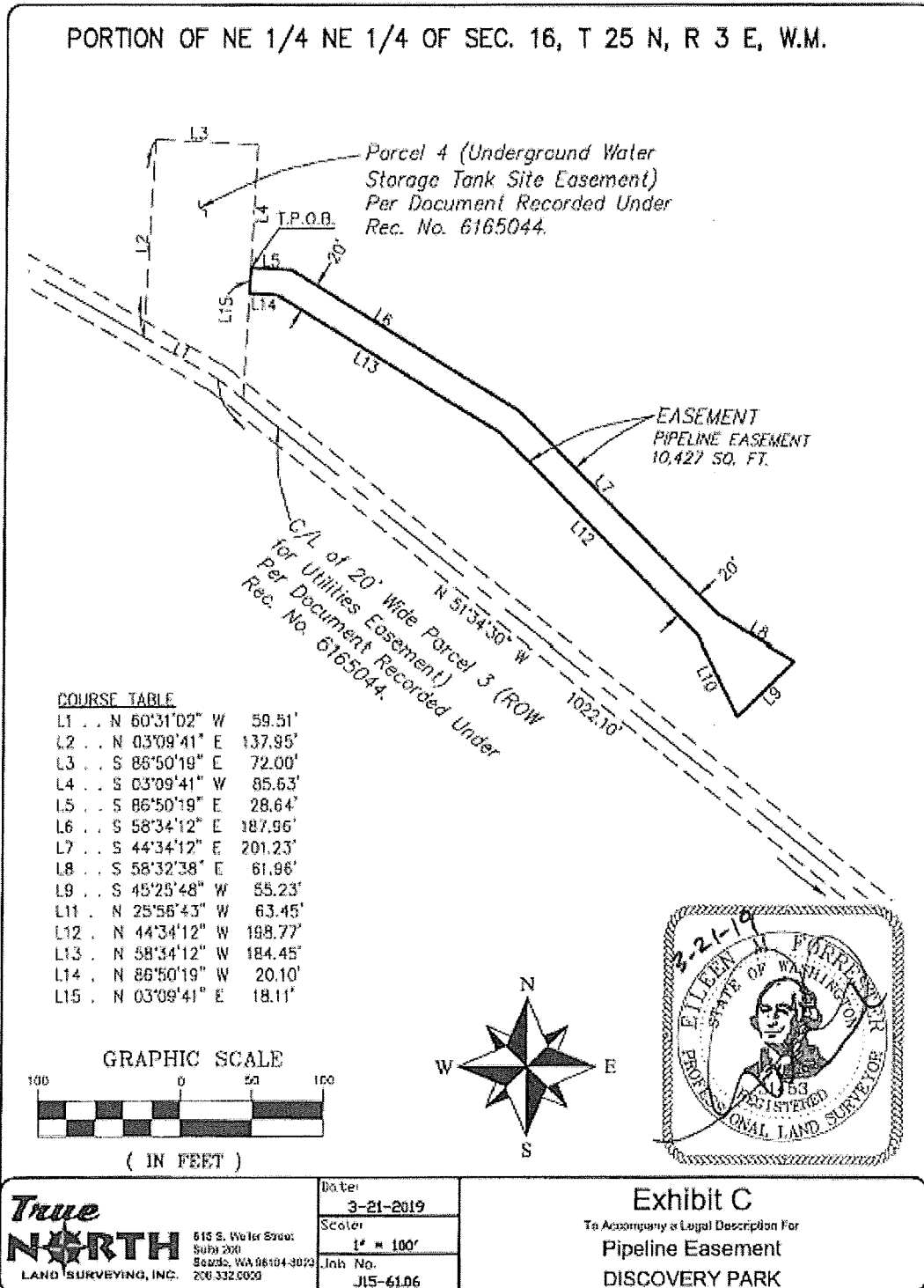
thence North 86°50'19" West 20.10 feet to said easterly line of Parcel 4;

thence along said easterly line, North 03°09'41" East 18.11 feet to the **True Point of Beginning**.

**Containing:** 10,427 Square Feet, more or less.



**EXHIBIT C: Depiction of Permanent Easement Area**



**True NORTH**  
LAND SURVEYING, INC.

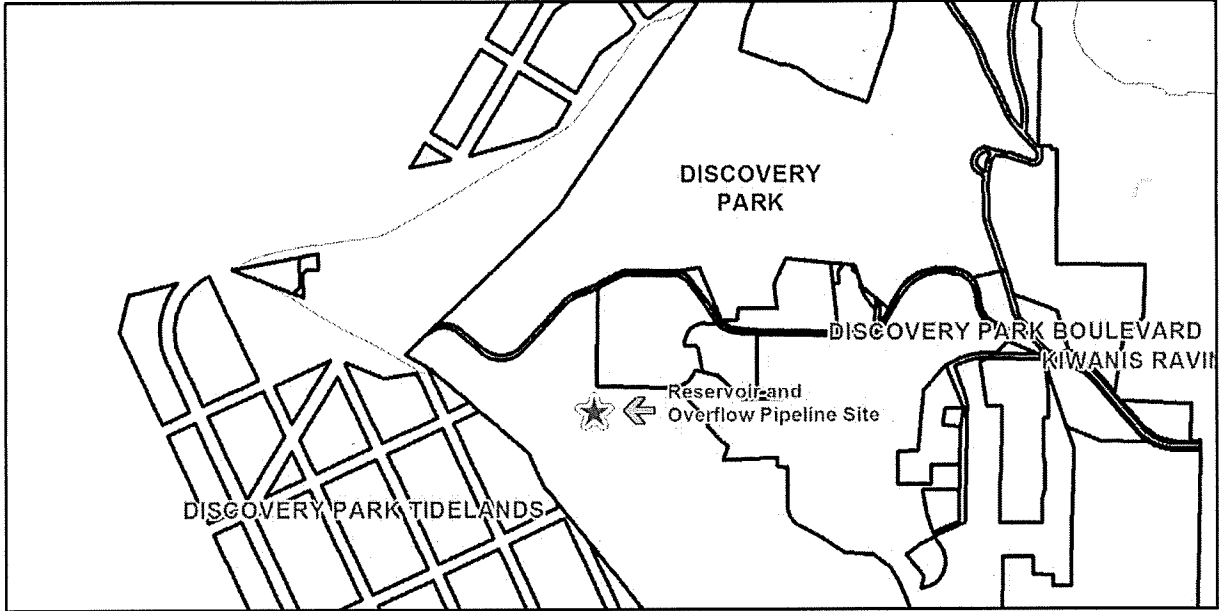
615 S. Water Street  
Suite 200  
Seattle, WA 98104-3072  
206 332 0020

Date: 3-21-2019  
Scale: 1" = 100'  
Job No. J15-61.06

**Exhibit C**  
To Accompany a Legal Description For  
**Pipeline Easement**  
**DISCOVERY PARK**

**EXHIBIT D**

Location of Permanent Easement Area within Discovery Park



Ordinance No.

118477

Council Bill No.

111606

INDEXED

AN ORDINANCE adopting Initiative 42,  
enacting it as an ordinance of the City of  
Seattle.

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: Do

Committee Action:

CF No. \_\_\_\_\_

Date Introduced: <u>1-21-97</u>	
Date 1st Referred: <u>JAN 21 1997</u>	To: (committee) <u>FULL COUNCIL</u>
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: <u>JAN 27 1997</u>	Full Council Vote:
Date Presented to Mayor: <u>JAN 28 1997</u>	Date Approved: <u>FEB -4 1997</u>
Date Returned to City Clerk: <u>FEB - 5 1997</u>	Date Published: <u>2 pgs.</u> T.O. <input checked="" type="checkbox"/> FT. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

*Full Council vote 9-0*

This file is complete and ready for presentation to Full Council. C

Law Dept. Review

OMP  
Review

City Clerk  
Review



GEK/SLC: gh  
January 21, 1997  
42-ORD.DOC  
(Ver. 1)

ORDINANCE 118477

AN ORDINANCE adopting Initiative 42, enacting it as an ordinance of the City of Seattle.

WHEREAS, citizens of the City of Seattle circulated petitions seeking the enactment of Initiative 42 into law; and

WHEREAS, King County certified to the City of Seattle that Initiative 42 bore a sufficient number of validated signatures to qualify for transmittal to the City Council; and

WHEREAS, the City Council received Initiative 42 on December 16, 1996; and

WHEREAS, City Charter Article IV provides that the City Council may enact or reject such an initiative; and

WHEREAS, the City Council has, in Resolution 29521, stated it agrees with the general principles reflected in Initiative 42; and

WHEREAS, the City Council has, in Resolution 29521, directed the Department of Parks and Recreation to develop appropriate rules, policies, procedures, and guidelines to effectively implement Initiative 42; and

WHEREAS, section 4 of Initiative 42 states the initiated ordinance is to take effect "as provided by Article IV, Section 1 of the City Charter" but neither that nor any other part of the City Charter provides for the effective date of an ordinance adopted by the City Council, whether or not initiated by petition, and so to ensure that the Initiative takes effect the City Council has added section 5 to this ordinance to provide the normal and customary 30-day effective date; Now Therefore

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. All lands and facilities held now or in the future by The City of Seattle for park and recreation purposes, whether designated as park, park boulevard, or open space, shall be preserved for

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GEK/SLC: gh  
January 21, 1997  
42-ORD.DOC  
(Ver. 1)

1 such use; and no such land or facility shall be sold, transferred, or changed from park use to another  
2 usage, unless the City shall first hold a public hearing regarding the necessity of such a transaction and  
3 than enact an ordinance finding that the transaction is necessary because there is no reasonable and  
4 practical alternative and the City shall at the same time or before receive in exchange land or a facility of  
5 equivalent or better size, value, location and usefulness in the vicinity, serving the same community and  
6 the same park purposes.

7 Section 2. Within thirty days of the effective date of such an ordinance, any person may seek  
8 review in the Superior Court. The Superior Court shall set aside the proposed transaction if it is not  
9 necessary or the proposed substitution is not equivalent or better than the park exchanged. The Superior  
10 Court shall make its decision on the evidence as an issue of fact.

11 Section 3. Section 1 permits by duly enacted ordinance after a public hearing: a boundary  
12 adjustment of equivalent with an adjoining owner; or the transfer of a joint use agreement with Seattle  
13 School District No. 1 to another school site. Section 1 also permits by duly enacted ordinance after a  
14 public hearing and without providing replacement property: a transfer to the federal, state, or county  
15 governments for park and recreation uses; the reversion of right-of-way continuously owned by a City  
16 utility; the opening of an unimproved street for street use; a sub-surface or utility easement compatible  
17 with park use; and franchises or concessions that further the public use and enjoyment of a park.

18 Section 4. This ordinance shall take effect as provided by Article IV, Section 1 of the City  
19 Charter. However, if the City should sell, transfer, or change the use to a non-park use of any park  
20 property held on or after May 17, 1996 (including Bradner Playfield), the City shall replace it in kind  
21 with equivalent or better property or facilities in the same vicinity, serving the same community, unless  
22  
23  
24

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IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GEK/SLC: gh  
January 21, 1997  
42-ORD.DOC  
(Ver. 1)

1 the City has already received as good or better land and facilities for park use in the same vicinity,  
2 serving the same community, in exchange for that transaction.

3 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its  
4 approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after  
5 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

6 Passed by the City Council the 27 day of January, 1997, and signed by me in open  
7 session in authentication of its passage this 27 day of January, 1997.

8  
9 Jan Drago  
President of the City Council

10 Approved by me this 4 day of February, 1997.

11  
12 Maureen Bice  
Mayor

13  
14 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

15  
16 Justin E. Danner  
City Clerk

17 (Seal)

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**City of Seattle**

**TITLE-ONLY PUBLICATION**

The full text of the following ordinance, passed by the City Council January 27, 1997, and published by title only, will be mailed, at no charge, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 484-9344.

**ORDINANCE NO. 118473**

AN ORDINANCE relating to snowplows; authorizing and directing the Executive Services Department, with the advice of the Transportation Department, to purchase additional snowplows or modifying existing City trucks in order to increase the City's ability to plow snow from city streets; and making an appropriation therefor; all by a three-fourths vote of the City Council.

**ORDINANCE NO. 118476**

AN ORDINANCE relating to the Seattle Department of Parks and Recreation, accepting a \$685,816 grant from the National Science Foundation (NSF) for financial assistance to support the Seattle Aquarium's Bound to Fountain Exhibit; authorizing design and construction of that exhibit; and making a reimbursable appropriation from the Cumulative Reserve Fund herefor, all by three-fourths vote of the City Council.

**ORDINANCE NO. 118477**

AN ORDINANCE adopting Initiative 2, enacting it as an ordinance of the City of Seattle.

**ORDINANCE NO. 118478**

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

Publication ordered by JUDITH PIPER, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, February 1997, 2/13/97(153)

**STATE OF WASHINGTON - KING COUNTY**

City Clerk

No. ORD BY TITLE

**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

CTOT:118473, 76-78

was published on

02/13/97

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

Subscribed and sworn to before me on

02/13/97

Notary Public for the State of Washington, residing in Seattle

Affidavit of Publication

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