



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119456

Record No.: CB 119456

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125771

In Control: City Clerk

File Created: 12/21/2018

Final Action: 02/13/2019

**Title:** AN ORDINANCE granting National Railroad Passenger Corporation permission to construct, maintain, and operate below-grade utility lines under and across South Holgate Street, east of Occidental Avenue South and west of 3rd Avenue South; 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: 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	01/15/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	01/15/2019	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					
	<b>Notes:</b>						
1	Council President's Office	01/17/2019	sent for review	Sustainability and Transportation Committee			
	<b>Action Text:</b>	The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee					
	<b>Notes:</b>						

Legislative Summary Continued (CB 119456)

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1	City Council	01/28/2019	referred	Sustainability and Transportation Committee	
1	Sustainability and Transportation Committee	01/29/2019	pass		Pass
	<b>Action Text:</b>	The Committee recommends that City Council pass the Council Bill (CB).			
		In Favor: 3 Chair O'Brien, Vice Chair Johnson, Member Sawant			
		Opposed: 0			
1	City Council	02/04/2019	passed		Pass
	<b>Action Text:</b>	The Council Bill (CB) was passed by the following vote, and the President signed the Bill:			
	<b>Notes:</b>				
		In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant			
		Opposed: 0			
1	City Clerk	02/06/2019	submitted for Mayor's signature	Mayor	
1	Mayor	02/13/2019	Signed		
1	Mayor	02/13/2019	returned	City Clerk	
1	City Clerk	02/13/2019	attested by City Clerk		
	<b>Action Text:</b>	The Ordinance (Ord) was attested by City Clerk.			
	<b>Notes:</b>				

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CITY OF SEATTLE

ORDINANCE 125771

COUNCIL BILL 119456

AN ORDINANCE granting National Railroad Passenger Corporation permission to construct, maintain, and operate below-grade utility lines under and across South Holgate Street, east of Occidental Avenue South and west of 3<sup>rd</sup> Avenue South; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, National Railroad Passenger Corporation has applied for permission to construct below-grade utility lines under and across South Holgate Street, east of Occidental Avenue South and west of 3<sup>rd</sup> Avenue South; and

WHEREAS, the below-grade utility lines will separate waste systems from the existing combined storm and sewage waste systems; direct industrial waste water generated by locomotive maintenance activities in the new locomotive shop to an existing waste water treatment plant; and provide 480 volts of shore power to idle trains during layovers, reducing idling, diesel pollution, and fuel consumption; and

WHEREAS, the Seattle City Council conceptually approved utility lines under Resolution 31835; and

WHEREAS, adopting this ordinance is the culmination of the approval process for the utility lines to legally occupy a 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 National Railroad Passenger Corporation, and its parent, affiliates, and successors (“Amtrak”), and assigns as approved by the Director of the Seattle Department of Transportation (“Director”)

1 according to Section 14 of this ordinance (Amtrak and each such approved successor and assign  
2 is referred to as the “Permittee”), to construct, maintain, and operate below-grade utility lines  
3 (collectively the “Utility Lines”), under and across South Holgate Street, east of Occidental  
4 Avenue South and west of 3<sup>rd</sup> Avenue South, adjacent in whole or in part to the property legally  
5 described as:

6 THAT PORTION OF LOTS 2 THROUGH 6 OF BLOCK 294 OF THE UNRECORDED  
7 PLAT OF SEATTLE TIDELANDS, CURRENTLY ON FILE WITH THE COMMISSIONER  
8 OF PUBLIC LANDS IN OLYMPIA, WASHINGTON, LYING WITHIN THE NORTHWEST  
9 QUARTER OF SECTION 8, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., MORE  
10 PARTICULARLY DESCRIBED AS FOLLOWS:

11 COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 294;  
12 THENCE NORTH 88°52’08” WEST, A DISTANCE OF 250.00 FEET ALONG THE  
13 NORTH LINE OF SAID BLOCK 294;  
14 THENCE SOUTH 01°08’14” WEST, A DISTANCE OF 81.03’ TO THE TRUE POINT  
15 OF BEGINNING; BEGINNING AT SAID TRUE POINT OF BEGINNING;  
16 THENCE CONTINUING SOUTH 01°08’14” WEST, A DISTANCE OF 274.52 FEET;  
17 THENCE SOUTH 22°34’17” WEST, A DISTANCE OF 4.80 FEET TO THE SOUTH  
18 LINE OF LOT 6 OF SAID BLOCK 294;  
19 THENCE ALONG SAID SOUTH LINE LOT 6 NORTH 88°52’16” WEST, A  
20 DISTANCE OF 107.83 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE  
21 TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 67°40’13” EAST, A  
22 RADIAL DISTANCE OF 2,923.22 FEET;  
23 THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE  
24 00°30’25”, A DISTANCE OF 25.86 FEET;  
25 THENCE NORTH 22°50’11” EAST, A DISTANCE OF 94.52 FEET;  
26 THENCE NORTH 22°34’33” EAST, A DISTANCE OF 89.14 FEET TO A POINT OF  
27 CURVE TO THE LEFT HAVING A RADIUS OF 10,000.00 FEET AND A CENTRAL  
28 ANGLE OF 00°30’38”;  
29 THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 90.22 FEET TO THE  
30 TRUE POINT OF BEGINNING.  
31 CONTAINING 15,210 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

32  
33 The Utility Lines are for separating waste systems from the existing combined storm and  
34 sewage waste systems; directing industrial waste water generated by locomotive maintenance  
35 activities in the new locomotive shop to an existing waste water treatment plant; and providing  
36 480 volts of shore power to idle trains during layovers, reducing idling, diesel pollution, and fuel  
37 consumption.

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

10           **Section 3. Protection of utilities.** The permission granted is subject to the Permittee  
11 bearing the expense of protecting, supporting, or relocating any existing utilities deemed  
12 necessary by the utilities' owners, and the Permittee being responsible for any damage to the  
13 utilities due to constructing, repairing, reconstructing, maintaining, operating, or removing the  
14 Utility Lines and for any consequential damages that may result from any damage to utilities or  
15 interruption in service caused by constructing, repairing, reconstructing, maintaining, operating,  
16 or removing the Utility Lines.

17           **Section 4. Removal for public use or for cause.** The permission granted is subject to use  
18 of the street right-of-way or other public place (collectively the "public place") by the City and  
19 the public for travel, utility purposes, or other public uses or benefits. The City expressly  
20 reserves the right to deny a renewal or terminate the permission at any time before the initial  
21 term or any renewal term expiring, and require the Permittee to remove all or a part of the Utility  
22 Lines in the public place at the Permittee's sole cost and expense if:

1 (a) The City Council determines by ordinance that the space occupied by the Utility  
2 Lines is necessary for any public use or benefit or that the Utility Lines interfere with any public  
3 use or benefit; or

4 (b) The Director determines that use of the Utility Lines have been abandoned; or

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

9 A City Council determination that the space is needed for or the Utility Lines interfere  
10 with a public use or benefit is conclusive and final without any right of the Permittee to resort to  
11 the courts to adjudicate the matter.

12 **Section 5. Permittee's obligation to remove and restore.** If the permission granted is  
13 not renewed at the term's expiration, or if the permission expires without an application for a  
14 new permission being granted, or if the City terminates the permission; then within 90 days or  
15 within a reasonable time period as determined by the Director, whichever is longer; after the  
16 expiration or termination of the permission, or prior to any earlier date stated in an ordinance or  
17 in an order requiring that the Utility Lines be removed; the Permittee shall at its own expense  
18 remove the Utility Lines from the public place. The Permittee shall replace and restore all  
19 portions of the public place that may have been disturbed by removing the Utility Lines, in as  
20 good condition for public use as existed before constructing the Utility Lines and in at least as  
21 good condition in all respects as the abutting portions of the public place as required by Seattle  
22 Department of Transportation (SDOT) right-of-way restoration standards.

1 Failure to remove the Utility Lines as required by this section is a violation of Chapter  
2 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of  
3 Chapter 15.90 does not limit any remedies available to the City under this ordinance or any other  
4 authority. If the Permittee does not timely fulfill its obligations under this section, the City may  
5 in its sole discretion remove the Utility Lines and restore the public place at the Permittee's  
6 expense, and collect the expense in any manner provided by law.

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

14 Section 6. **Repair or reconstruction.** The Utility Lines shall remain the exclusive  
15 responsibility of the Permittee and the Permittee shall maintain the Utility Lines in good and safe  
16 condition for the protection of the public, including other below-grade facilities. The Permittee  
17 shall not reconstruct or repair the Utility Lines including, but not limited to, adding to or  
18 replacing the Utility Lines, except in strict accordance with plans and specifications approved by  
19 the Director, in consultation with other City departments. The Director may, in the Director's  
20 judgment, order the Utility Lines reconstructed or repaired at the Permittee's cost and expense  
21 because of: the deterioration or unsafe condition of the Utility Lines; the installation,  
22 construction, reconstruction, maintenance, operation, or repair of any municipally-owned public  
23 utilities; or for any other cause.

1           **Section 7. Failure to correct unsafe condition.** After written notice to the Permittee and  
2 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
3 Director may order the Utility Lines to be closed or removed at the Permittee's expense if the  
4 Director deems that the Utility Lines have become unsafe or have created a risk of injury to the  
5 public. If there is an immediate threat to the health or safety of the public, a notice to correct is  
6 not required.

7           **Section 8. Continuing obligations.** Notwithstanding the permission granted terminating  
8 or expiring, or closing or removing the Utility Lines, the Permittee shall remain bound by all  
9 obligations under this ordinance until the Director has issued a certification that the Permittee has  
10 fulfilled its removal and restoration obligations under Section 5 of this ordinance. The Permittee  
11 shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain  
12 liable for any unpaid fees assessed under Section 17 of this ordinance until the Permittee has  
13 fulfilled its obligations under Section 5 of this ordinance.

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

20           The Permittee agrees to at all times defend, indemnify and hold harmless the City, its  
21 officials, officers, employees, and agents from and against all claims, actions, suits, liability,  
22 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only  
23 damages that may result from the sole negligence of the City, its officials, officers, employees



1 and agents that may accrue to, be asserted by, or be suffered by any person or property including,  
2 without limitation, damage, death, or injury to members of the public or to the Permittee's  
3 officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or  
4 successors and assigns, arising out of or by reason of:

5 (a) Continuing the existence, maintaining the condition, constructing, reconstructing,  
6 modifying, maintaining, operating, using, or removing the Utility Lines or any portion, or using,  
7 occupying, or restoring the public place or any portion by the Permittee;

8 (b) Anything that has been done or may at any time be done by the Permittee by  
9 reason of this ordinance; or

10 (c) The Permittee failing or refusing to strictly comply with every provision of this  
11 ordinance.

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

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

7           (a)     Constructing, reconstructing, modifying, operating, maintaining, using,  
8 continuing the existence, or removing the Utility Lines or any portion, and restoring any  
9 disturbed areas of the public place in connection with removing the Utility Lines;

10          (b)     The Permittee’s activity on or using or occupying the public place described in  
11 Section 1 of this ordinance; and

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

14 Minimum insurance requirements are CGL insurance written on an occurrence form at least as  
15 broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to  
16 be placed with an insurer admitted and licensed to conduct business in Washington State or with  
17 a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other  
18 insurer or is partially or wholly self-insured, the insurer(s) or self-insurance is subject to approval  
19 by the City’s Risk Manager.

20           Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General  
21 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises  
22 Operation; Personal/Advertising Injury; and Contractual Liability. Coverage shall include “The

1 City of Seattle, its officers, officials, employees and agents” as additional insureds for primary  
2 and non-contributory limits of liability subject to a Separation of Insureds clause.

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

9         If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
10 may be submitted in lieu of the insurance coverage certification required by this ordinance, if  
11 approved in writing by the City’s Risk Manager. The letter of certification shall provide all  
12 information required by the City’s Risk Manager and document, to the satisfaction of the City’s  
13 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in  
14 force. After a self-insurance certification is approved, the City may from time to time  
15 subsequently require updated or additional information. The approved self-insured Permittee  
16 shall provide 30 days’ prior notice of any cancellation or material adverse financial condition of  
17 its self-insurance program. The City may at any time revoke approval of self-insurance and  
18 require the Permittee to obtain and maintain insurance as specified in this ordinance.

19         If the Permittee assigns or transfers the permission granted by this ordinance, the  
20 Permittee shall maintain in effect the insurance required under this section until the Director has  
21 approved the assignment or transfer pursuant to Section 14 of this ordinance.

22         Section 11. **Contractor insurance.** The Permittee shall contractually require that any and  
23 all of its contractors performing work on any premises contemplated by this permit name “The

1 City of Seattle, its officers, officials, employees and agents” as additional insureds for primary  
2 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance,  
3 and self-insurance.

4       **Section 12. Performance bond.** Within 60 days after the effective date of this ordinance,  
5 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond  
6 executed by a surety company authorized and qualified to do business in the State of Washington  
7 that is in the amount of \$151,000, and conditioned with a requirement that the Permittee shall  
8 comply with every provision of this ordinance and with every order the Director issues under this  
9 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued  
10 a certification that the Permittee has fulfilled its removal and restoration obligations under  
11 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in  
12 consultation with the City Attorney’s Office may be substituted for the bond. If the Permittee  
13 assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in  
14 effect the bond or letter of credit required under this section until the Director has approved the  
15 assignment or transfer pursuant to Section 14 of this ordinance.

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

22       **Section 14. Consent for and conditions of assignment or transfer.** When the Property  
23 is transferred, the permission granted by this ordinance shall be assignable and transferable by

1 operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner  
2 of the Property shall accept in writing all of the terms and conditions of the permission granted  
3 by this ordinance, and the new owner of the Property shall be conferred with the rights and  
4 obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property,  
5 Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the  
6 Director's consent. The Director may approve assignment or transfer of the permission granted  
7 by this ordinance to a successor entity only if the successor or assignee has accepted in writing  
8 all of the terms and conditions of the permission granted by this ordinance; has provided, at the  
9 time of acceptance, the bond and certification of insurance coverage required under this  
10 ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon  
11 the Director's approval of an assignment or transfer, the rights and obligations conferred on the  
12 Permittee by this ordinance shall be conferred on the successors and assigns from and after the  
13 effective date of the assignment or transfer. Upon assignment or transfer, the Permittee shall be  
14 released from all obligations conferred on the Permittee by this ordinance that arise after the  
15 assignment or transfer. The release shall have no effect on the Permittee's obligations conferred  
16 by this ordinance during the period the Permittee was subject to this ordinance. Any person or  
17 entity seeking approval for an assignment or transfer of the permission granted by this ordinance  
18 shall provide the Director with a description of the current and anticipated use of the Utility  
19 Lines.

20           Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or  
21 successor provision, pay the City the amounts charged by the City to inspect the Utility Lines  
22 during construction, reconstruction, repair, annual safety inspections, and at other times deemed  
23 necessary by the City. An inspection or approval of the Utility Lines by the City shall not be

1 construed as a representation, warranty, or assurance to the Permittee or any other person as to the  
2 safety, soundness, or condition of the Utility Lines. Any failure by the City to require correction of  
3 any defect or condition shall not limit the Permittee's responsibility or liability in any way.

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

6       (a)     Describes any damages or possible repairs, beyond routine maintenance, to any  
7 element of the Utility Lines; and

8       (b)     Prioritizes all repairs and establishes a timeframe for making repairs.

9       A report meeting the above requirements shall be submitted within 10 days after the  
10 Permittee becomes aware of any failure or operating problem in the Utility Lines. If, however,  
11 there is indication that a failure in the Utility Lines poses a threat to the public place, the  
12 Permittee shall notify the Director promptly after the threat is known to the Permittee. All  
13 reconstructions or repairs shall be reviewed by the Director as provided for in Section 6 of this  
14 ordinance. If a natural disaster or other event may have damaged the Utility Lines, the Director  
15 may require that additional reports be submitted by a date established by the Director. The  
16 Permittee has the duty of monitoring the condition of and maintaining the Utility Lines. The  
17 responsibility to submit reports periodically or as required by the Director does not waive or alter  
18 any of the Permittee's other obligations under this ordinance. The receipt of any reports by the  
19 Director shall not create any duties on the part of the Director. Any failure by the Director to  
20 require a report or to require action after receiving any report shall not waive or limit the  
21 obligations of the Permittee under this ordinance.

22       Section 17. **Annual fee.** Beginning on the effective date of this ordinance and annually  
23 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the

1 Director, an annual fee of \$1,044.00, or as adjusted annually thereafter, for the privileges granted  
2 by this ordinance.

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

11 Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and  
12 operate the Utility Lines in compliance with all applicable federal, state, County, and City laws  
13 and regulations. Without limitation, in all matters pertaining to the Utility Lines, the Permittee  
14 shall comply with the City's laws prohibiting discrimination in employment and contracting  
15 including Seattle's Fair Employment Practices Ordinance, SMC Chapter 14.04, and Fair  
16 Contracting Practices Code, SMC Chapter 14.10, or successor provisions to the extent such laws,  
17 ordinances, codes and/or successor provisions are applicable to Permittee.

18 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the  
19 Director its written signed acceptance of the terms of this ordinance or of a renewal of this  
20 permit within 60 days after the ordinance's effective date or the renewal date, as the case may be.  
21 The Director shall file the written acceptance with the City Clerk. If no acceptance is received  
22 within that 60-day period, the privileges conferred by this ordinance or permit renewal shall be  
23 deemed declined or abandoned and the permission granted deemed lapsed and forfeited. The

1 Permittee shall not start constructing the Utility Lines before the Permittee delivers its written  
2 signed acceptance of the terms of this ordinance and provides the bond and certification of  
3 insurance coverage required by this ordinance and the covenant agreement required by Section  
4 20 of this ordinance.

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

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



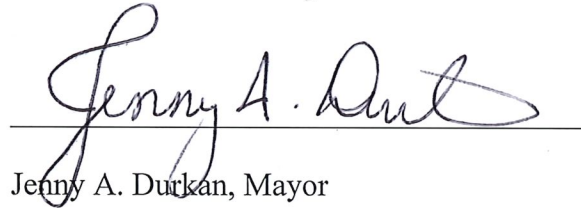
1 Section 22. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

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

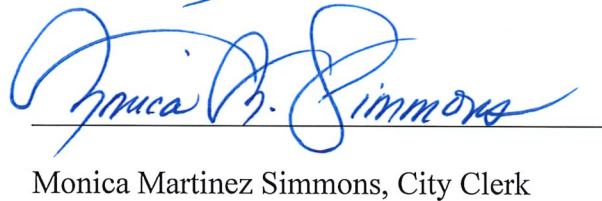
7 

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

9 Approved by me this 13<sup>th</sup> day of February, 2019.

10   
11 Jenny A. Durkan, Mayor

12 Filed by me this 13<sup>th</sup> day of February, 2019.

13   
14 Monica Martinez Simmons, City Clerk

15 (Seal)