



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119473

Record No.: CB 119473

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125789

In Control: City Clerk

File Created: 02/07/2019

Final Action: 03/15/2019

**Title:** AN ORDINANCE granting the University of Washington permission to maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

### History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	02/26/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	02/26/2019	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	02/28/2019	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 119473)**

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- 1 City Council 03/04/2019 referred Sustainability and Transportation Committee  
**Action Text:** The Council Bill (CB) was referred. to the Sustainability and Transportation Committee  
**Notes:**
- 1 Sustainability and Transportation Committee 03/05/2019 pass Pass  
**Action Text:** The Committee recommends that City Council pass the Council Bill (CB).  
In Favor: 2 Chair O'Brien, Vice Chair Johnson  
Opposed: 0  
Absent(NV): 1 Member Sawant
- 1 City Council 03/11/2019 passed Pass  
**Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
**Notes:**  
In Favor: 7 Councilmember Bagshaw, Councilmember González , Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant  
Opposed: 0
- 1 City Clerk 03/14/2019 submitted for Mayor  
Mayor's signature
- 1 Mayor 03/15/2019 Signed
- 1 Mayor 03/15/2019 returned City Clerk
- 1 City Clerk 03/15/2019 attested by City Clerk  
**Action Text:** The Ordinance (Ord) was attested by City Clerk.  
**Notes:**
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CITY OF SEATTLE

ORDINANCE 125789

COUNCIL BILL 119473

AN ORDINANCE granting the University of Washington permission to maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, the Seattle City Council passed Ordinance 112410 granting approval to the University of Washington to construct, maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast and a vehicular tunnel under and across Northeast Pacific Place at Rainier Vista, for a ten-year term, with two renewable ten-year terms; and

WHEREAS, the vehicular tunnel under and across Northeast Pacific Street at Rainier Vista was removed as part of constructing access to the Link Light Rail University of Washington station on Montlake Boulevard; and

WHEREAS, the University of Washington has applied for permission to continue to maintain and operate the remaining pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast; and

WHEREAS, the pedestrian tunnel provides a pedestrian connection between the University of Washington Medical Center and the Triangle Parking Garage; 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 the University of Washington, and its successors and assigns as approved by the Director of the

1 Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the  
2 party named above and each such approved successor and assign is referred to as “Permittee”), to  
3 maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of  
4 Montlake Boulevard Northeast, adjacent in whole or in part to the property described as 1959  
5 Northeast Pacific Street.

6       Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting  
7 on September 18, 2015 and ending at 11:59 p.m. on September 17, 2025. Upon written  
8 application made by the Permittee at least 180 days before expiration of the term, the Director or  
9 the City Council may renew the permit twice, each time for a successive ten-year term, subject to  
10 the right of the City to require the removal of the pedestrian tunnel or to revise by ordinance any  
11 of the terms and conditions of the permission granted by this ordinance. The total term of the  
12 permission, including renewals, shall not exceed 30 years. The Permittee shall submit any  
13 application for a new permission no later than 180 days prior to the expiration of the then-  
14 existing term.

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

21       Section 4. **Removal for public use or for cause.** The permission granted is subject to use  
22 of the street right-of-way or other public place (collectively, public place) by the City and the  
23 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves

1 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial  
2 term or any renewal term, and require the Permittee to remove the pedestrian tunnel, or any part  
3 thereof or installation on the public place, at the Permittee's sole cost and expense in the event  
4 that:

5 (a) the City Council determines by ordinance that the space occupied by the  
6 pedestrian tunnel is necessary for any public use or benefit or that the pedestrian tunnel  
7 interferes with any public use or benefit; or

8 (b) the Director determines that use of the pedestrian tunnel has been abandoned; or

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

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

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

1 construction of the pedestrian tunnel and in at least as good condition in all respects as the  
2 abutting portions of the public place as required by Seattle Department of Transportation  
3 (SDOT) right-of-way restoration standards.

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

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

17 **Section 6. Repair or reconstruction.** The pedestrian tunnel shall remain the exclusive  
18 responsibility of the Permittee and the Permittee shall maintain the pedestrian tunnel in good and  
19 safe condition for the protection of the public. The Permittee shall not reconstruct or repair the  
20 pedestrian tunnel except in strict accordance with plans and specifications approved by the  
21 Director. The Director may, in the Director's judgment, order the pedestrian tunnel reconstructed  
22 or repaired at the Permittee's cost and expense because of: the deterioration or unsafe condition

1 of the pedestrian tunnel; the installation, construction, reconstruction, maintenance, operation, or  
2 repair of any municipally-owned public utilities; or for any other cause.

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

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

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

22       The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its  
23 officials, officers, employees, and agents from and against all claims, actions, suits, liability,

1 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only  
2 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,  
3 or be suffered by any person or property including, without limitation, damage, death or injury to  
4 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,  
5 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

6 (a) the existence, condition, construction, reconstruction, modification, maintenance,  
7 operation, use, or removal of the pedestrian tunnel or any portion thereof, or the use, occupation,  
8 or restoration of the public place or any portion thereof by the Permittee or any other person or  
9 entity;

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

12 (c) the Permittee failing or refusing to strictly comply with every provision of this  
13 ordinance; or arising out of or by reason of the pedestrian tunnel or this ordinance in any other  
14 way.

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



1 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,  
2 contractors, or employees.

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

9       (a) Construction, reconstruction, modification, operation, maintenance, use, existence, or  
10 removal of the pedestrian tunnel or any portion thereof, as well as restoration of any  
11 disturbed areas of the public place in connection with removal of the pedestrian  
12 tunnel;

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

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

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

1 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General  
2 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises  
3 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City  
4 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and  
5 non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

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

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

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

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

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 pedestrian  
22 tunnel during construction, reconstruction, repair, annual safety inspections, and at other times  
23 deemed necessary by the City. An inspection or approval of the pedestrian tunnel by the City shall

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

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

- 7           (a) describes the physical dimensions and condition of all load-bearing elements;
- 8           (b) describes any damages or possible repairs to any element of the pedestrian tunnel;
- 9           (c) prioritizes all repairs and establishes a timeframe for making repairs; and
- 10          (d) is stamped by a professional structural engineer licensed in the State of  
11           Washington.

12 A report meeting the foregoing requirements shall be submitted within 60 days after the effective  
13 date of this ordinance; subsequent reports shall be submitted every two years, within 30 days  
14 prior to the anniversary date of the last inspection report; provided that, in the event of a natural  
15 disaster or other event that may have damaged the pedestrian tunnel, the Director may require  
16 that additional reports be submitted by a date established by the Director. The Permittee has the  
17 duty of inspecting and maintaining the pedestrian tunnel. The responsibility to submit structural  
18 inspection reports periodically or as required by the Director does not waive or alter any of the  
19 Permittee's other obligations under this ordinance. The receipt of any reports by the Director  
20 shall not create any duties on the part of the Director. Any failure by the Director to require a  
21 report, or to require action after receipt of any report, shall not waive or limit the obligations of  
22 the Permittee.

1           Section 17. **Annual fee.** Beginning on September 18, 2015 and annually thereafter, the  
2 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an  
3 annual fee of \$1,680, or as adjusted annually thereafter, for the privileges granted by this  
4 ordinance.

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

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

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

1 and forfeited and the Permittee shall, at its own expense, remove the pedestrian tunnel and all of  
2 the Permittee's equipment and property and replace and restore all portions of the public place as  
3 provided in Section 5 of this ordinance.


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

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

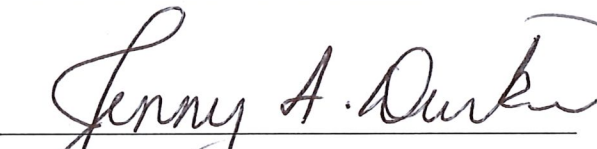
21       **Section 22. Ratify and confirm.** Any act consistent with the authority of this ordinance  
22 taken after its passage and prior to its effective date is ratified and confirmed.  
23

1 Section 23. 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 11<sup>th</sup> day of March, 2019,  
5 and signed by me in open session in authentication of its passage this 11<sup>th</sup> day of  
6 March, 2019.

7   
8 President Pro Tem of the City Council

9 Approved by me this 15<sup>th</sup> day of MARCH, 2019.

10   
11 Jenny A. Durkan, Mayor

12 Filed by me this 15<sup>th</sup> day of MARCH, 2019.

13   
14 Monica Martinez Simmons, City Clerk

15 (Seal)

