

**CITY OF SEATTLE**  
**ORDINANCE** 126352  
**COUNCIL BILL** 120075

AN ORDINANCE granting BGO Plaza 600 JV LLC permission to continue maintaining and operating a vehicular and pedestrian tunnel under the alley between 6th Avenue and 7th Avenue, north of Stewart Street; repealing Section 7 of Ordinance 119508; and providing for acceptance of the permit and conditions.

WHEREAS, by Ordinance 97096, The City of Seattle granted The Vance Corporation permission to construct, maintain, and operate a vehicular and pedestrian tunnel in the alley between 6th Avenue and 7th Avenue, north of Stewart Street; and

WHEREAS, the permission for the vehicular and pedestrian tunnel was transferred to Plaza 600 Building L.L.C; and Plaza 600 Building L.L.C. transferred that ownership to Plaza 600 LLC; and Plaza 600 LLC subsequently transferred that ownership to BGO Plaza 600 JV LLC; and

WHEREAS, Ordinance 97096 expired, and Ordinance 119508 extended the permission for ten years, with two renewable ten-year terms; and

WHEREAS, Ordinance 119508 was amended by Ordinance 123510 and renewed for one ten-year term; and

WHEREAS, the permission authorized by Ordinance 119508 and Ordinance 123510 was due for renewal on November 1, 2018; and

WHEREAS, BGO Plaza 600 JV LLC submitted an application to the Director of Transportation to renew the permission granted by Ordinance 119508 and Ordinance 123510 for a 15-year term; and

WHEREAS, the obligations of Ordinance 119508 and Ordinance 123510 remain in effect after the ordinance term expires until the encroachment is removed, or BGO Plaza 600 JV

1            LLC is relieved of the obligations by the Seattle Department of Transportation Director,  
2            or the Seattle City Council passes a new ordinance to renew the permission granted; and  
3 WHEREAS, BGO Plaza 600 JV LLC satisfied all the terms of the original authorizing ordinance  
4            and the Director of Transportation recommends that the term permit be renewed for 15  
5            years subject to the terms identified in this ordinance; NOW, THEREFORE,

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

7            Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of  
8 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to BGO Plaza  
9 600 JV LLC, and its successors and assigns as approved by the Director of the Seattle  
10 Department of Transportation (“Director”) according to Section 14 of this ordinance (the party  
11 named above and each such approved successor and assign are referred to as “Permittee”), to  
12 continue maintaining and operating an existing vehicular and pedestrian tunnel in the alley  
13 between 6th Avenue and 7th Avenue, north of Stewart Street. The vehicular and pedestrian  
14 tunnel is adjacent in whole or in part to the properties legally described as:

15            ALL OF LOT 1 AND THOSE PORTIONS OF LOTS 2,3,4 AND 5, BLOCK 11,  
16 ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY THE HEIRS OF SARAH A.  
17 BELL, DECEASED (COMMONLY KNOWN AS THE HEIRS OF SARAH A. BELL’S  
18 ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF  
19 RECORDED IN VOLUME 1 OF PLATS, PAGE 103, RECORDS OF KING COUNTY,  
20 WASHINGTON, LYING EAST OF WESTLAKE AVENUE, AS SAID AVENUE WAS  
21 ESTABLISHED BY CONDEMNTATION UNDER KING COUNTY SUPERIOR COURT  
22 CAUSE NO. 36118;

23            EXCEPT THE SOUTHEASTERLY 7 FEET OF LOT 1, HERETOFORE  
24 CONDEMNED BY THE CITY OF SEATTLE FOR WIDENING STEWART STREET IN  
25 KING COUNTY SUPERIOR COURT CAUSE NO. 58338

26            SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF  
27 WASHINGTON.  
28  
29

1           Section 2. **Term.** The permission granted to the Permittee is for a second and final  
2 renewed term of 15 years starting on the effective date of this ordinance, and ending at 11:59  
3 p.m. on the last day of the fifteenth year.

4           Upon written application made by the Permittee at least one year before the expiration of  
5 the first term, the Director or City Council may renew the permit once, for a successive fifteen-  
6 year term, subject to the right of the City to require the removal of the vehicular and pedestrian  
7 tunnel or to revise by ordinance any of the terms and conditions of the permission granted by this  
8 ordinance. The total term of the permission, including renewals, shall not exceed 30 years.

9           Section 3. **Protection of utilities.** The permission granted is subject to the Permittee  
10 bearing the expense of any protection, support, or relocation of existing utilities deemed  
11 necessary by the owners of the utilities, and the Permittee being responsible for any damage to  
12 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of  
13 the vehicular and pedestrian tunnel and for any consequential damages that may result from any  
14 damage to utilities or interruption in service caused by any of the foregoing.

15           Section 4. **Removal for public use or for cause.** The permission granted is subject to use  
16 of the street right-of-way or other public place (collectively, “public place”) by the City and the  
17 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves  
18 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial  
19 term or any renewal term, and require the Permittee to remove the vehicular and pedestrian  
20 tunnel, or any part thereof or installation on the public place, at the Permittee’s sole cost and  
21 expense if:

1           A. The City Council determines by ordinance that the space occupied by the vehicular  
2 and pedestrian tunnel is necessary for any public use or benefit or that the vehicular and  
3 pedestrian tunnel interferes with any public use or benefit; or

4           B. The Director determines that use of the vehicular and pedestrian tunnel has been  
5 abandoned; or

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

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

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

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

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

15 Section 6. **Repair or reconstruction.** The vehicular and pedestrian tunnel shall remain  
16 the exclusive responsibility of the Permittee and the Permittee shall maintain the vehicular and  
17 pedestrian tunnel in good and safe condition for the protection of the public. The Permittee shall  
18 not reconstruct or repair the vehicular and pedestrian tunnel except in strict accordance with  
19 plans and specifications approved by the Director. The Director may, in the Director's judgment,  
20 order the vehicular and pedestrian tunnel reconstructed or repaired at the Permittee's cost and  
21 expense: because of the deterioration of the vehicular and pedestrian tunnel vehicular and  
22 pedestrian tunnel; because of the installation, construction, reconstruction, maintenance,  
23 operation, or repair of any municipally-owned public 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 vehicular and pedestrian tunnel be removed at the Permittee’s expense if  
4 the Director deems that the vehicular and pedestrian tunnel creates a risk of injury to the public.  
5 If there is an immediate threat to the health or safety of the public, a notice to correct is not  
6 required.

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

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

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

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

5       A. The existence, condition, construction, reconstruction, modification, maintenance,  
6 operation, use, or removal of the vehicular and pedestrian tunnel, or any portion thereof, or the  
7 use, occupation, or restoration of the public place or any portion thereof by the Permittee or any  
8 other person or entity;

9       B. Anything that has been done or may at any time be done by the Permittee by reason of  
10 this ordinance; or

11       C. The Permittee failing or refusing to strictly comply with every provision of this  
12 ordinance; or arising out of or by reason of the vehicular and pedestrian tunnel or this ordinance  
13 in any other way.

14       If any suit, action, or claim of the nature described above is filed, instituted, or begun  
15 against the City, the Permittee shall upon notice from the City defend the City, with counsel  
16 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is  
17 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment  
18 within 90 days after the action or suit has been finally determined, if determined adversely to the  
19 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington  
20 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or  
21 result from the concurrent negligence of the City, its agents, contractors, or employees, and the  
22 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 vehicular and pedestrian tunnel, or any portion thereof, as well as restoration of  
11 any disturbed areas of the public place in connection with removal of the vehicular and  
12 pedestrian 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  
18 least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance  
19 coverage to be placed with an insurer admitted and licensed to conduct business in Washington  
20 State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with  
21 any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject  
22 to approval by the City's Risk Manager.

1 Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General  
2 Aggregate; \$5,000,000 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  
14 Washington, in the amount of \$155,000 and conditioned with a requirement that the Permittee  
15 shall comply with every provision of this ordinance and with every order the Director issues  
16 under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director  
17 has issued a certification that the Permittee has fulfilled its removal and restoration obligations  
18 under 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.** When the Property  
8 is transferred, the permission granted by this ordinance shall be assignable and transferable by  
9 operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-  
10 way constitutes the Permittee’s acceptance of the terms of this ordinance, and the new owner  
11 shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a  
12 transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge  
13 or encumber the same without the Director’s consent, which the Director shall not unreasonably  
14 refuse. The Director may approve assignment or transfer of the permission granted by this  
15 ordinance to a successor entity only if the successor or assignee has provided, at the time of the  
16 assignment or transfer, the bond and certification of insurance coverage required under this  
17 ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon  
18 the Director’s approval of an assignment or transfer, the rights and obligations conferred on the  
19 Permittee by this ordinance shall be conferred on the successors and assigns. Any person or  
20 entity seeking approval for an assignment or transfer of the permission granted by this ordinance  
21 shall provide the Director with a description of the current and anticipated use of the vehicular  
22 and pedestrian tunnel.

1           Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or  
2 successor provision, pay the City the amounts charged by the City to inspect the vehicular and  
3 pedestrian tunnel during construction, reconstruction, repair, annual safety inspections, and at  
4 other times deemed necessary by the City. An inspection or approval of the vehicular and  
5 pedestrian tunnel by the City shall not be construed as a representation, warranty, or assurance to  
6 the Permittee or any other person as to the safety, soundness, or condition of the vehicular and  
7 pedestrian tunnel. Any failure by the City to require correction of any defect or condition shall  
8 not in any way limit the responsibility or liability of the Permittee.

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

11           A. Describes the physical dimensions and condition of all load-bearing elements;

12           B. Describes any damages or possible repairs to any element of the vehicular and  
13 pedestrian tunnel;

14           C. Prioritizes all repairs and establishes a timeframe for making repairs; and

15           D. Is stamped by a professional structural engineer licensed in the State of Washington.

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

1 duties on the part of the Director. Any failure by the Director to require a report, or to require  
2 action after receipt of any report, shall not waive or limit the obligations of the Permittee.

3       Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee  
4 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,  
5 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use  
6 and Occupation fee of \$8,816, or as adjusted annually thereafter, for the privileges granted by  
7 this ordinance.

8       Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a  
9 term permit fee schedule adopted by the City Council and may be made every year. In the  
10 absence of a schedule, the Director may only increase or decrease the previous year's fee to  
11 reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment  
12 will be calculated by adjusting the previous year's fee by the percentage change between the two  
13 most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-  
14 Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall  
15 pay any other applicable fees, including fees for reviewing applications to renew the permit after  
16 expiration of the first term. All payments shall be made to the City Finance Director for credit to  
17 the Transportation Fund.

18       Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and  
19 operate the vehicular and pedestrian tunnel in compliance with all applicable federal, state,  
20 County, and City laws and regulations. Without limitation, in all matters pertaining to the  
21 vehicular and pedestrian tunnel, the Permittee shall comply with the City's laws prohibiting  
22 discrimination in employment and contracting including Seattle's Fair Employment Practices

1 Ordinance, Chapter 14.04, and Fair Contracting Practices code, Chapter 14.10 (or successor  
2 provisions).

3       **Section 19. Acceptance of terms and conditions.** The Permittee shall provide evidence  
4 of insurance coverage required by Section 10 of this ordinance, the bond as required by Section  
5 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within  
6 60 days after the effective date of this ordinance. Continued occupation of the right-of-way  
7 constitutes the Permittee’s acceptance of the terms of this ordinance.

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

1           Section 21. **Repeal of Section 7 of Ordinance 119508.** Section 7 of Ordinance 119508 is  
2 repealed.

3           Section 22. **Section titles.** Section titles are for convenient reference only and do not  
4 modify or limit the text of a section.

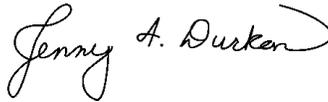
1 Section 23. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 24th day of May, 2021,  
5 and signed by me in open session in authentication of its passage this 24th day of  
6 May, 2021.

7 

8 President Pro Tem of the City Council

9  Approved  returned unsigned /  vetoed this 28th day of May, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 28th day of May, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)