

CITY OF SEATTLE

ORDINANCE 126136

COUNCIL BILL 119846

AN ORDINANCE granting SMRE Marketside LLC permission to maintain and operate a pedestrian skybridge over and across Post Alley at the north margin of Union Street for a fifteen-year term, renewable for one successive fifteen-year term; 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, by Ordinance 113517, the City of Seattle (“City”) granted permission to Harbor Development Company to construct, maintain, and operate a pedestrian skybridge over and across Post Alley at the north margin of Union Street; and

WHEREAS, the permission authorized by Ordinance 113517 was amended by Ordinance 118909, and the permission ended on August 8, 2017; and

WHEREAS, ownership of the pedestrian skybridge was transferred from Harbor Development Company to SMRE Marketside LLC on July 31, 2012; and

WHEREAS, SMRE Marketside LLC has applied for permission to maintain and operate a pedestrian skybridge over and across Post Alley at the north margin of Union Street; and

WHEREAS, the Seattle Design Commission recommended approval of the existing pedestrian skybridge and public benefit mitigation elements, including: additional street improvements at the intersection of Western Avenue and Union Street, such as new paving, landscaping, bench/traffic barrier on the west side of Western Avenue, four new Americans with Disabilities (ADA) compliant ramps, and two marked pedestrian crossings; six additional signs indicating the routes and availability of the public access elevators; upgrading the “Post Alley” sign and increased wattage of lights along Post

1 Alley; and installing a historic marker on Marketside Flats celebrating its history as a
2 United States Immigration Center and Longshoreman/Cannery union headquarters; and

3 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
4 pedestrian skybridge to legally occupy a portion of the public right-of-way; NOW,

5 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 SMRE
9 Marketside 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 maintain and operate an existing pedestrian skybridge over and across Post Alley at the north
13 margin of Union Street. The pedestrian skybridge is adjacent in whole or in part to the properties
14 legally described as:

15 PARCEL A:

16
17 LOT 12, BLOCK F, OF ADDITION TO THE TOWN OF SEATTLE, AS LAID OFF
18 BY A. A. DENNY (COMMONLY KNOWN AS A. A. DENNY’S 4TH ADDITION TO
19 THE CITY OF SEATTLE), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS,
20 PAGE 69, RECORDS OF KING COUNTY AUDITOR;

21
22 PARCEL B:

23
24 TOGETHER WITH THOSE CERTAIN VIEW EASEMENTS, BUILDING HEIGHT
25 RESTRICTION AND FIRE SEPARATION COVENANTS SET FORTH IN
26 INSTRUMENTS RECORDED JUNE 2, 1988 AND MARCH 21, 1989 UNDER
27 RECORDING NUMBERS 8806020348 AND 8903210956, RECORDS OF KING
28 COUNTY, WASHINGTON;

29
30 PARCEL C:
31

1 TOGETHER WITH EASEMENTS FOR ACCESS FOR MAINTENANCE, REPAIR
2 AND REPLACEMENT ACTIVITIES SET FORTH IN THAT CERTAIN JOINT
3 MAINTENANCE AND RECIPROCAL ACCESS AGREEMENT RECORDED
4 DECEMBER 15, 2003 UNDER RECORDING NUMBERS 20031215002236,
5 RECORDS OF KING COUNTY, WASHINGTON;

6
7 PARCEL D:

8
9 TOGETHER WITH EASEMENTS FOR EMERGENCY EXITING SET FORTH IN
10 THAT CERTAIN EASEMENT AGREEMENT FOR EMERGENCY EXIITING
11 RECORDED MARCH 23, 2007 UNDER RECORDING NUMBER 20070323002457,
12 RECORDS OF KING COUNTY, WASHINGTON.

13
14 SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF
15 WASHINGTON.

16
17 Section 2. **Term.** The permission granted to Permittee is for a term of fifteen years
18 starting on August 9, 2017, and ending at 11:59 p.m. on August 8, 2032. Upon written
19 application made by the Permittee at least 180 days before expiration of the term, the Director or
20 the City Council may renew the permit once, for a successive fifteen-year term, subject to the
21 right of the City to require the removal of the pedestrian skybridge or to revise by ordinance any
22 of the terms and conditions of the permission granted by this ordinance. The total term of the
23 permission, including renewals, shall not exceed 30 years. The Permittee shall submit any
24 application for a new permission no later than 180 days prior to the expiration of the then-
25 existing term.

26 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
27 bearing the expense of any protection, support, or relocation of existing utilities deemed
28 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
29 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
30 the pedestrian skybridge and for any consequential damages that may result from any damage to
31 utilities or interruption in service caused by any of the foregoing.

1 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
2 of the street right-of-way or other public place (collectively, “public place”) by the City and the
3 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
4 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
5 term or any renewal term, and require the Permittee to remove the pedestrian skybridge, or any
6 part thereof or installation on the public place, at the Permittee’s sole cost and expense in the
7 event that:

8 (a) The City Council determines by ordinance that the space occupied by the pedestrian
9 skybridge is necessary for any public use or benefit or that the pedestrian skybridge interferes
10 with any public use or benefit; or

11 (b) The Director determines that use of the pedestrian skybridge has been abandoned; or

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

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

19 Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is
20 not renewed at the expiration of a term, or if the permission expires without an application for a
21 new permission being granted, or if the City terminates the permission, then within 90 days after
22 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
23 or order requiring removal of the pedestrian skybridge, the Permittee shall, at its own expense,

1 remove the pedestrian skybridge and all of the Permittee's equipment and property from the
2 public place and replace and restore all portions of the public place that may have been disturbed
3 for any part of the pedestrian skybridge in as good condition for public use as existed prior to
4 construction of the pedestrian skybridge and in at least as good condition in all respects as the
5 abutting portions of the public place as required by Seattle Department of Transportation
6 (SDOT) right-of-way restoration standards.

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

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

20 Section 6. **Repair or reconstruction.** The pedestrian skybridge shall remain the
21 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
22 skybridge in good and safe condition for the protection of the public. The Permittee shall not
23 reconstruct or repair the pedestrian skybridge except in strict accordance with plans and

1 specifications approved by the Director. The Director may, in the Director’s judgment, order the
2 pedestrian skybridge reconstructed or repaired at the Permittee’s cost and expense because of:
3 the deterioration of the pedestrian skybridge; the installation, construction, reconstruction,
4 maintenance, operation, or repair of any municipally-owned public utilities; or for any other
5 cause.

6 **Section 7. Failure to correct unsafe condition.** After written notice to the Permittee and
7 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
8 Director may order the pedestrian skybridge be removed at the Permittee’s expense if the
9 Director deems that the pedestrian skybridge create a risk of injury to the public. If there is an
10 immediate threat to the health or safety of the public, a notice to correct is not required.

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

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

1 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
2 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
3 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
4 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
5 or be suffered by any person or property including, without limitation, damage, death or injury to
6 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
7 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

8 (a) the existence, condition, construction, reconstruction, modification, maintenance,
9 operation, use, or removal of the pedestrian skybridge;

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 skybridge or this ordinance in any
14 other 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 skybridge, as well as restoration of any disturbed areas of the public
11 place in connection with removal of the pedestrian skybridge;

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

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

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

22 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General
23 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises

1 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City
2 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and
3 non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

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

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

20 Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust
21 minimum liability insurance levels and surety bond requirements during the term of this
22 permission. If the Director determines that an adjustment is necessary to fully protect the
23 interests of the City, the Director shall notify the Permittee of the new requirements in writing.

1 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
2 insurance and surety bond levels to the Director.

3 **Section 14. Consent for and conditions of assignment or transfer.** When the Property
4 is transferred, the permission granted by this ordinance shall be assignable and transferable by
5 operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner
6 of the Property shall accept in writing all of the terms and conditions of the permission granted
7 by this ordinance and the new owner of the Property shall be conferred with the rights and
8 obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property,
9 Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the
10 Director's consent, which the Director shall not unreasonably refuse. The Director may approve
11 assignment or transfer of the permission granted by this ordinance to a successor entity only if
12 the successor or assignee has accepted in writing all of the terms and conditions of the
13 permission granted by this ordinance; has provided, at the time of the acceptance, the bond and
14 certification of insurance coverage required under this ordinance; and has paid any fees due
15 under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an
16 assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance
17 shall be conferred on the successors and assigns. Any person or entity seeking approval for an
18 assignment or transfer of the permission granted by this ordinance shall provide the Director with
19 a description of the current and anticipated use of the pedestrian skybridge.

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

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

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

21 Section 17. **Annual fee.** Beginning on August 9, 2017, and annually thereafter, the
22 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an

1 annual fee of \$9,395.11, or as adjusted annually thereafter, for the privileges granted by this
2 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 may be made every year. In the absence of a schedule,
5 the Director may only increase or decrease the previous year's fee to reflect any inflationary
6 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by
7 adjusting the previous year's fee by the percentage change between the two most recent year-end
8 values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban
9 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
10 Finance Director for credit to the Transportation Fund.

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

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

1 of the Permittee’s equipment and property and replace and restore all portions of the public place
2 as provided in Section 5 of this ordinance.

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

18 **Section 21. Public benefit mitigation.** Permittee shall construct the following public
19 benefit mitigation within one year of the effective date of this ordinance:

20 A. Street improvements at the intersection of Western Avenue and Union Street to extend
21 the waterfront connection at Union Street, coordinated with the Office of the Waterfront on the
22 design, including: new paving, landscaping, bench/traffic barrier on the west side of Western

1 Avenue, four new Americans with Disabilities (ADA) compliant ramps, and two marked
2 pedestrian crossings.

3 B. Coordinate with the private property owner at Harbor Steps to provide six additional
4 signs indicating the routes and availability of the public access elevators.

5 C. Upgrade the “Post Alley” sign, replacing the neon and new painting, and increasing
6 wattage of lights along Post Alley.

7 D. Install a historic marker at the front door of Marketside Flats celebrating its history as
8 a United States Immigration center and Longshoreman/Cannery union headquarters.

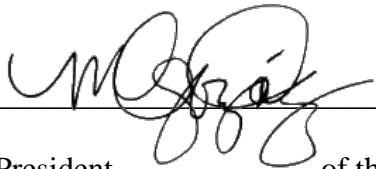
9 Prior to construction of these elements, the Permittee shall obtain the required permits
10 from the appropriate City departments. Following construction, Permittee shall maintain these
11 elements in good and safe condition.

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

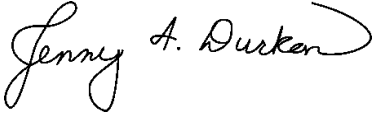
14 Section 23 **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to
15 the authority and in compliance with the conditions of this ordinance but prior to the effective
16 date of this ordinance is ratified and confirmed.

1 Section 24. 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 17th day of August, 2020,
5 and signed by me in open session in authentication of its passage this 17th day of
6 August, 2020.

7 
8 _____
President _____ of the City Council

9 Approved by me this 21st day of August, 2020.

10 
11 _____
Jenny A. Durkan, Mayor

12 Filed by me this 21st day of August, 2020.

13 
14 _____
Monica Martinez Simmons, City Clerk

15 (Seal)