SEATTLE CITY COUNCIL

Legislative Summary

CB 118610

Record No.: CB 118610
Version: 1
Type: Ordinance (Ord) 124985
Status: Passed
In Control: City Clerk
File Created: 11/18/2015
Final Action: 02/11/2016

Title: AN ORDINANCE granting Macy's West Stores, Inc., permission to maintain and operate a pedestrian skybridge over and across 3rd Avenue, between Pine Street and Stewart Street, 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.

Notes:

Sponsors: O'Brien

Attachments:

Drafter: amy.gray@seattle.gov

	Date
Filed with City Clerk:	
Mayor's Signature:	
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	12/08/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	12/08/2015	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	12/09/2015	sent for review	Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Transportation Committee						
	Notes:						

1	Council President's Office	01/08/2016	sent for review	Sustainability and Transportation Committee	

Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation
Notes:

1	Full Council	01/25/2016	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	02/02/2016	pass		Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:

In Favor: 2 Chair O'Brien, Vice Chair Johnson

Opposed: 0

1	Full Council	02/08/2016	passed		Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1	City Clerk	02/08/2016	submitted for Mayor's signature	Mayor	

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1	Mayor	02/11/2016	Signed		

Action Text: The Council Bill (CB) was Signed.
Notes:

1	Mayor	02/11/2016	returned	City Clerk	

Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1	City Clerk	02/11/2016	attested by City Clerk		

Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE

ORDINANCE 124985

COUNCIL BILL 118610

AN ORDINANCE granting Macy's West Stores, Inc., permission to maintain and operate a pedestrian skybridge over and across 3rd Avenue, between Pine Street and Stewart Street, 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, by Ordinance 104687, The City of Seattle ("City") granted permission to Allied Stores Corporation to construct, maintain, and operate a skybridge over and across 3rd Avenue, between Pine Street and Stewart Street; and

WHEREAS, ownership of the skybridge was transferred from Allied Stores Corporation to Macy's Department Stores, Inc., and was subsequently transferred to Macy's West Stores, Inc.; and

WHEREAS, the permission authorized by Ordinance 104687 was amended by Resolution 28468 and Resolution 29202, and the permission ended on March 31, 2005; and

WHEREAS, the permission was extended by Ordinance 123316, and the permission ended on March 31, 2012; and

WHEREAS, Macy's West Stores, Inc., has applied for permission to continue to maintain and operate a pedestrian skybridge over and across 3rd Avenue, between Pine Street and Stewart Street; and

WHEREAS, the Seattle Design Commission recommended approval of the existing skybridge and public benefit mitigation elements, including lighting under the building canopy of the Macy's building along 3rd Avenue, Pine Street, 4th Avenue, and Stewart Street; and activating use of the store front on 3rd Avenue north of the loading dock; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the pedestrian skybridge to legally occupy a portion of the public right-of-way or other public place; 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 Macy's West Stores, Inc., and its successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director") according to Section 14 of this ordinance (the party named above and each such approved successor and assign is referred to as "Permittee"), to maintain and operate a pedestrian skybridge over and across 3rd Avenue, between Pine Street and Stewart Street, adjacent in whole or in part to the property legally described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 52 of Addition to the Town of Seattle, as laid out by A. A. Denny (commonly known as A. A. Denny's 6th Addition to the City of Seattle), according to the plat recorded in Volume 1 of Plats, on page 99, records of King County, Washington;

EXCEPT the northeasterly 12 feet in width of said Lots 3, 6, 7, 10 and 11 and that portion of said Lot 2 condemned for widening 4th Avenue in King County Superior Court Cause No. 52280 under Ordinance No. 13776 of the City of Seattle;

EXCEPT the southwesterly 12 feet in width of said Lots 1, 4, 5, 8, 9 and 12 taken by the City of Seattle for widening 3rd Avenue;

EXCEPT the southeasterly 7 feet in width of the remaining portion of said Lots 11 and 12 taken by the City of Seattle for widening Pine Street;

EXCEPT that portion of said Lot 1 taken by the City of Seattle for establishing Stewart Street;

AND EXCEPT that portion of said Lot 2 conveyed to the City of Seattle for street purposes by Deed recorded in Volume 1394 of Deeds at page 468, records of said County, more particularly bounded and described as follows:

Beginning at the original northeast corner of said Lot 2 and running:

Thence southwesterly along the northwesterly line thereof, 16.52 feet to the southwesterly margin of 4th Avenue as established by said Ordinance No. 13776 of the City of Seattle and the true point of beginning of the parcel herein described;

Thence southeasterly along said southwesterly margin 5.63 feet;

Thence northwesterly in a straight line 7.51 feet to a point on the northwesterly line of said Lot 2, said point being 3.60 feet southwesterly from the true point of beginning;

Thence northeasterly 3.60 feet to the true point of beginning;

TOGETHER WITH the vacated alley in said Block;

AND TOGETHER WITH that portion of said Lot 2 vacated by Ordinance No 55984 of the City of Seattle.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on March 31, 2012, and ending at 11:59 p.m. on March 30, 2022. Upon written application made by the Permittee at least 180 days before expiration of the term, the Director or the City Council may renew the permit twice, each time for a successive ten-year term, subject to the right of the City to require the removal of the pedestrian skybridge or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than 180 days prior to the expiration of the then-existing term.

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

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

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

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

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

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

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

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

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

Section 6. **Restoration and maintenance.** Within 60 days of the effective date of this ordinance, Permittee shall restore the exterior of the pedestrian skybridge to good condition, including the removal of all peeling paint and repainting the exterior of the pedestrian skybridge and repairing or replacing all broken windows. The skybridge shall be maintained in such good condition for the duration of the permission.

Section 7. **Repair or reconstruction.** The pedestrian skybridge shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian skybridge in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the pedestrian skybridge except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the

pedestrian skybridge reconstructed or repaired at the Permittee's cost and expense because of: the deterioration or unsafe condition of the pedestrian skybridge; the installation, construction, reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or for any other cause.

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

Section 9. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or closure or removal of the pedestrian skybridge, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 10 of this ordinance and shall remain liable for any unpaid fees assessed under Section 18 of this ordinance.

Section 10. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the pedestrian skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

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

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

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

(c) The Permittee failing or refusing to strictly comply with every provision of this ordinance, or arising out of or by reason of the pedestrian skybridge or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or

result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 11. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

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

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

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

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

Minimal limits of liability shall be: General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and $4,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations covering Commercial General Liability. Coverage shall name "The City of Seattle, its elected and appointed officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

Section 12. **Contractor insurance.** The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name "The City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 13. **Performance bond.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington that is: in the amount of $120,000, and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney's Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 14. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

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

Section 16. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the pedestrian skybridge during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the pedestrian skybridge by the

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

Section 17. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

(a) Describes the physical dimensions and condition of all load-bearing elements;

(b) Describes any damages or possible repairs to any element of the pedestrian skybridge;

(c) Prioritizes all repairs and establishes a timeframe for making repairs; and

(d) Is stamped by a professional structural engineer licensed in the State of Washington.

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

require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 18. **Annual fee.** Beginning on March 31, 2012, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee of $22,680, or as adjusted annually thereafter, for the privileges granted by this ordinance.

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

Section 19. **Compliance with other laws.** Permittee shall construct, maintain and operate the pedestrian skybridge in compliance with all applicable federal, State, County and City laws and regulations. Without limitation, in all matters pertaining to the pedestrian skybridge, the Permittee shall comply with the City's laws prohibiting discrimination in employment and contracting including Seattle's Fair Employment Practices Ordinance, SMC Chapter 14.04, and Fair Contracting Practices Code, SMC Chapter 14.10 (or successor provisions).

Section 20. **Acceptance of terms and conditions.** The Permittee shall deliver to the Director its written signed acceptance of the terms of this ordinance within 60 days after the effective date of this ordinance. The Director shall file the written acceptance with the City

Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed and forfeited and the Permittee shall, at its own expense, remove the pedestrian skybridge and all of the Permittee's equipment and property and replace and restore all portions of the public place as provided in Section 5 of this ordinance.

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

Section 22. **Public benefit mitigation.** Permittee shall construct and continue the following public benefit mitigation within one year of the effective date of this ordinance:

(a) Pedestrian lighting under the building canopy along 3rd Avenue, Pine Street, 4th Avenue, and Stewart Street.

(b) Permittee shall continue to activate use of the store front on the corner of 3rd Avenue and Stewart Street, north of the loading dock.

Prior to construction of these elements, the Permittee shall obtain the required permits from the appropriate City departments. Permittee shall maintain these public benefit mitigation elements in good and safe condition for the term of the ordinance.

Section 23. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 24. **Ratify and confirm.** Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 25. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 8th day of February, 2016, and signed by me in open session in authentication of its passage this 8th day of February, 2016.

President _____ of the City Council

Approved by me this 11th day of February, 2016.

Edward B. Murray, Mayor

Filed by me this 11th day of February, 2016.

Monica Martinez Simmons, City Clerk

(Seal)