



SEATTLE CITY COUNCIL

Legislative Summary

CB 119068

Record No.: CB 119068

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125407

In Control: City Clerk

File Created: 07/27/2017

Final Action: 09/21/2017

Title: AN ORDINANCE granting MCP Alley24 East, LLC, permission to maintain and operate a skybridge over and across the alley in the block bordered by Pontius Avenue North and Yale Avenue North, and John Street and Thomas Street; amending Ordinance 122113, updating the insurance and bond requirements, amending the annual fee and other terms and conditions of the permit, renewing the term of the permit, and providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Mayor's Letter on Returning Bill Unsigned

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/22/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/22/2017	sent for review	Council President's Office			
1	Council President's Office	08/29/2017	sent for review	Sustainability and Transportation Committee			

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

Notes:

Legislative Summary Continued (CB 119068)

1	Full Council	09/05/2017	referred	Sustainability and Transportation Committee	
1	Sustainability and Transportation Committee	09/08/2017	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	09/18/2017	passed		Pass
	Action Text:	The Council Bill (CB) was passed by the following vote, and the President signed the Bill:			
		In Favor: 7 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant			
		Opposed: 0			
1	City Clerk	09/21/2017	submitted for Mayor's signature	Mayor	
1	Mayor	09/21/2017	returned	City Clerk	
1	Mayor	09/21/2017	returned unsigned		
	Action Text:	The Ordinance (Ord) was returned unsigned.			
	Notes:				
1	City Clerk	09/21/2017	attested by City Clerk		
	Action Text:	The Ordinance (Ord) was attested by City Clerk.			
	Notes:				

CITY OF SEATTLE

ORDINANCE 125407

COUNCIL BILL 119068

AN ORDINANCE granting MCP Alley24 East, LLC, permission to maintain and operate a skybridge over and across the alley in the block bordered by Pontius Avenue North and Yale Avenue North, and John Street and Thomas Street; amending Ordinance 122113, updating the insurance and bond requirements, amending the annual fee and other terms and conditions of the permit, renewing the term of the permit, and providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, by Ordinance 122113, The City of Seattle granted permission to construct, operate, and maintain a pedestrian skybridge over and across the alley in the block bordered by Pontius Avenue North and Yale Avenue North, and John Street and Thomas Street, to the former owner of the adjacent property, Alley24 East LLC, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, MCP Alley24 East, LLC, purchased the property from Alley24 East LLC on February 9, 2016, and the Seattle Department of Transportation subsequently approved the transfer; and

WHEREAS, the permission authorized by Ordinance 122113 was due for renewal on June 21, 2016; and

WHEREAS, MCP Alley24 East, LLC, submitted an application to the Director of the Seattle Department of Transportation to renew the permission granted by Ordinance 122113; and

WHEREAS, MCP Alley24 East, LLC, has satisfied all the terms of the original authorizing ordinance and the Director of the Seattle Department of Transportation recommends that the term permit be renewed for ten years subject to the terms identified in this ordinance;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1 Section 1. The permission granted by Ordinance 122113, to construct, maintain, and
2 operate a pedestrian skybridge over and across the alley in the block bordered by Pontius Avenue
3 North and Yale Avenue North, and John Street and Thomas Street, is amended and renewed for a
4 second ten-year term starting on June 21, 2016, and ending at 11:59 p.m. on June 20, 2026, upon
5 the terms and conditions set forth in Ordinance 122113, as further amended by this ordinance.

6 Section 2. Sections 1 through 15 of Ordinance 122113 are amended as follows:

7 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
8 Seattle (“City”) grants permission ((is hereby granted to Alley 24 East LLC,
9 (“Permittee”)) (also referred to in this ordinance as a permit) to MCP Alley24 East,
10 LLC, and its successors and assigns as approved by the Director of the Seattle
11 Department of Transportation (“Director”) according to Section 14 of this ordinance (the
12 party named above and each such approved successor and assign are referred to as
13 “Permittee”), to maintain and operate a pedestrian skybridge, including all related
14 appurtenances (“pedestrian skybridge”), over and across the alley in the block bordered
15 by Pontius Avenue North and Yale Avenue North, and John Street and Thomas
16 ((Streets)) Street, ((for a ten (10) year term, renewable for two successive ten year terms;
17 specifying the conditions under which this permit is granted, and providing for
18 acceptance of the permit and conditions)) adjacent in whole or in part to the property
19 legally described as:

20 PARCEL A:

21 LOTS 10 THROUGH 18, BLOCK 14, PONTIUS FOURTH ADDITION TO
22 THE CITY OF SEATTLE, ACCORDING TO THE PLAT RECORDED IN
23 VOLUME 7 PF PLATES, PAGE 8, IN KING COUNTY, WASHINGTON.

24 EXCEPT THE WEST 2.00 FEET THEREOF, DEEDED TO THE CITY OF
25 SEATTLE, A MUNICIPAL CORPORATION RECORDED OCTOBER 19,
26 2006 UNDER RECORDING NO. 20061019002279.

1 PARCEL B:

2 RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 23,
3 2004, UNDER RECORDING NO. 20041223001494, IN KING COUNTY,
4 WASHINGTON.

5 2. **Term.** The permission (~~(herein)~~) granted to (~~(the)~~) Permittee (~~(, its successors~~
6 ~~and assigns, shall be)~~) is for a renewal term of ten ((10)) years ((commencing 30 days
7 ~~after the Mayor's signature,))~~ starting on June 21, 2016, and ((terminating)) ending at
8 11:59 p.m. ((ten years thereafter,)) on June 20, 2026. ((; provided, however, that upon))
9 Upon written application (~~(of)~~) made by the Permittee at least (~~(thirty (60))~~) 180 days
10 before expiration of the first renewal term, the Director or the City Council may renew
11 the permit for ((two (2)) one additional successive ((ten (10)) ten-year ((terms)) term,
12 ~~((provided further that the total term of the permission as originally granted and thus~~
13 ~~extended))~~ subject to the right of the City to require the removal of the pedestrian
14 skybridge or to revise by ordinance any of the terms and conditions of the permission
15 granted by this ordinance. The total term of the permission, including the original term
16 starting in 2006 and subsequent renewals, shall not exceed ((thirty (30)) 30 years
17 ~~((subject to the right of The City of Seattle ("City") by ordinance to then revise any of the~~
18 ~~terms and conditions contained herein))~~ total from the term authorized in Ordinance
19 122113, June 20, 2036. The Permittee shall submit any application for a new permission
20 no later than 180 days prior to the expiration of the then-existing term.

21 3. **Protection of utilities.** The permission granted is (~~(hereby)~~) subject to the
22 Permittee bearing the expense of any protection, support, or relocation of existing utilities
23 deemed necessary by the owners of the (~~(utility)~~) utilities, and ((shall be done at
24 ~~Permittee's expense with))~~ the Permittee being responsible for any (~~(subsequent)~~)
25 damage to the utilities due to the construction, repair, reconstruction, maintenance, ((of))

1 operation, or removal of ((said)) the pedestrian skybridge and for any consequential
2 damages that may result from any damage to utilities or interruption in service caused by
3 any of the foregoing.

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

12 (a) ~~((The))~~ the City Council determines ((;)) by ordinance ((;)) that the space
13 occupied by the pedestrian skybridge is necessary for any ((primary or secondary)) public
14 use or benefit ((;)) or that ((said)) the pedestrian skybridge interferes with any ((primary
15 or secondary)) public use or benefit; or

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

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

1 A City Council determination that the space is ~~((necessary for a primary or~~
2 ~~secondary))~~ needed for, or the pedestrian skybridge interferes with, a public use or
3 benefit ~~((shall be))~~ is conclusive and final without any right of the Permittee to resort to
4 the courts to adjudicate the matter.

5 **5. Permittee's obligation to remove and restore.** ~~((In the event that))~~ If the
6 permission ~~((hereby))~~ granted ~~((extends to its termination in thirty (30) years, or the City~~
7 orders removal of said pedestrian skybridge pursuant to the terms of this ordinance)) is
8 not renewed at the expiration of a term, or if the permission expires without an
9 application for a new permission being granted, or if the City terminates the permission,
10 then within ~~((ninety (90)))~~ 90 days after ~~((such))~~ the expiration ~~((;))~~ or termination ~~((, or~~
11 order of removal)) of the permission, or ~~((;))~~ prior to ~~((the))~~ any earlier date stated in an
12 ~~((“Order to Remove,” as the case may be))~~ ordinance or order requiring removal of the
13 pedestrian skybridge, the Permittee shall, at its own expense, remove ~~((said))~~ the
14 pedestrian skybridge and all of the Permittee's equipment and property from the public
15 place and ~~((shall place all portions of the street))~~ replace and restore all portions of the
16 public place that may have been disturbed for any part of ~~((said))~~ the pedestrian
17 skybridge ~~((;))~~ in as good condition for public use as ~~((it was))~~ existed prior to
18 construction of ~~((said))~~ the pedestrian skybridge ~~((;))~~ and in at least as good condition in
19 all respects as the abutting portions ~~((thereof))~~ of the public place as required by Seattle
20 Department of Transportation (SDOT) right-of-way restoration standards.

21 Failure to remove the pedestrian skybridge as required by this section is a
22 violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision;
23 however, applicability of Chapter 15.90 does not eliminate any remedies available to the

1 City under this ordinance or any other authority. If the Permittee does not timely fulfill its
2 obligations under this section, the City may in its sole discretion remove the pedestrian
3 skybridge and restore the public place at the Permittee's expense, and collect such
4 expense in any manner provided by law.

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

13 **6. Repair or reconstruction.** The pedestrian skybridge shall remain the exclusive
14 responsibility of the Permittee and the Permittee shall maintain the pedestrian skybridge
15 in good and safe condition for the protection of the public. The Permittee shall not
16 ((commence reconstruction, relocation, readjustment,)) reconstruct or repair ((of said))
17 the pedestrian skybridge except ((under the supervision of, and)) in strict accordance
18 with ((,)) plans and specifications approved by the Director. The Director ((in his/her))
19 may, in the Director's judgment, ((may)) order ((such reconstruction, relocation,
20 readjustment or repair of said)) the pedestrian skybridge reconstructed or repaired at the
21 Permittee's ((own)) cost and expense because of: the deterioration or unsafe condition of
22 ((said)) the pedestrian skybridge; ((,)) ((grade separations, or)) the installation,

1 construction, reconstruction, maintenance, operation, or repair of any ~~((and all))~~
2 municipally-owned public utilities; ~~((;))~~ or ~~((for))~~ any other cause.

3 **7. Failure to correct unsafe condition.** After written notice to the Permittee ~~((;))~~
4 and failure of the Permittee to correct ~~((said))~~ an unsafe ~~((or risk prone))~~ condition within
5 the time stated in ~~((such))~~ the notice, the Director may order ~~((said))~~ the pedestrian
6 skybridge be closed or removed at the Permittee's expense if the Director deems that
7 ~~((it))~~ the pedestrian skybridge has become unsafe or creates a risk of injury to the public.
8 ~~((In a situation in which))~~ If there is an immediate threat to the health or safety of the
9 public, a notice to correct is not required.

10 **8. Continuing obligations.** Notwithstanding termination or expiration of the
11 permission granted, or closure or removal of ~~((said))~~ the pedestrian skybridge, the
12 Permittee shall remain bound by all of its obligations under this ordinance until ~~((;~~

13 a) ~~——~~ said pedestrian skybridge and all its equipment and property are removed
14 from the street;

15 b) ~~——~~ the area is cleared and restored in a manner and to a condition satisfactory
16 to the Director; and

17 e)) the Director ~~((certifies))~~ has issued a certification that the Permittee has
18 ~~((discharged its obligations herein.))~~ fulfilled its removal and restoration obligations
19 under Section 5 of this ordinance. Notwithstanding the issuance of that certification, the
20 Permittee shall continue to be bound by the obligations in Section 5 of this ordinance and
21 shall remain liable for any unpaid fees assessed under Section 14 of this ordinance.

22 ~~Provided that upon prior notice to the Permittee and entry of written findings that~~
23 ~~such is in the public interest, the Director may, in his/her sole discretion, excuse the~~

1 ~~Permittee, conditionally or absolutely, from compliance with all or any of the Permittee's~~
2 ~~obligations to remove said pedestrian skybridge and its property, and restore disturbed~~
3 ~~areas.))~~

4 **9. Release, hold harmless, indemnification, and duty to defend.** ~~((Said~~
5 ~~pedestrian skybridge shall remain the exclusive responsibility of the Permittee.))~~ The
6 Permittee, by ~~((acceptance of))~~ accepting the terms ~~((set forth in))~~ of this ordinance, ~~((and~~
7 ~~the permission hereby granted,))~~ releases the City, its officials, officers, employees, and
8 agents from any and all claims, ~~((resulting from damage or loss to its own property and~~
9 ~~does covenant and agree for itself, its successors and assigns, with the City,))~~ actions,
10 suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and
11 description arising out of or by reason of the pedestrian skybridge or this ordinance,
12 including but not limited to claims resulting from injury, damage, or loss to the Permittee
13 or the Permittee's property.

14 The Permittee agrees to at all times ~~((protect and save harmless))~~ defend,
15 indemnify, and hold harmless the City, its officials, officers, employees, and agents from
16 and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or
17 damages of every kind and description, ~~((t))~~ excepting only ~~((such))~~ damages that may
18 result from the sole negligence of the City, ~~((, which))~~ that may accrue to, be asserted by,
19 or be suffered by ~~((;))~~ any person or ~~((persons and/or))~~ property ~~((or properties,))~~
20 including, without limitation, damage, death, or injury to members of the public or to the
21 Permittee's ~~((, its))~~ officers, agents, employees, contractors, invitees, tenants, ~~((and))~~
22 tenants' invitees, licensees, or ~~((its))~~ successors and assigns, arising out of or by reason
23 of: ~~((the maintenance, operation or use of said pedestrian skybridge, or any portion~~

1 ~~thereof, or by reason of anything that has been done, or may at any time be done, by the~~
2 ~~Permittee, its successors and assigns, by reason of this ordinance, or by reason of)~~

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

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

9 (c) the Permittee (~~(, its successors or assigns,)~~) failing or refusing to strictly
10 comply with (~~(each and)~~) every provision of this ordinance;
11 or arising out of or by reason of the pedestrian skybridge or this ordinance in any other
12 way.

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

1 employees, ~~((;)) and ~~((-b))~~~~ the Permittee, its agents, contractors, or employees, ~~((or its~~
2 ~~successors or assigns,))~~ this indemnity provision shall be valid and enforceable only to
3 the extent of the negligence of the Permittee or the Permittee's agents, contractors, or
4 employees, ~~((or its successors or assigns,))~~

5 10. **Insurance.** For as long as the Permittee ~~((, its successors and assigns, shall))~~
6 exercises any permission granted by this ordinance and until ~~((said pedestrian skybridge~~
7 ~~is entirely removed from its location as described in Section 1 or until discharged by~~
8 ~~order of))~~ the Director ~~((as provided in))~~ has issued a certification that the Permittee has
9 fulfilled its removal and restoration obligations under Section 5 of this ordinance, the
10 Permittee shall obtain and maintain in full force and effect, at its own expense, insurance
11 ~~((policies which fully))~~ and/or self-insurance that protects the Permittee and the City from
12 ~~((any all))~~ claims and risks of loss from perils ~~((which))~~ that can be insured against under
13 commercial general liability (CGL) insurance ~~((contracts and fire insurance contracts,~~
14 ~~including any extended coverage endorsements thereto which are customarily available~~
15 ~~from time to time,))~~ policies in conjunction with:

16 (a) construction, reconstruction, modification, operation, maintenance, use,
17 ~~((or))~~ existence, ~~((of said))~~ or removal of the pedestrian skybridge, or any portion thereof,
18 as well as restoration of any disturbed areas of the public place in connection with
19 removal of the pedestrian skybridge;

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

1 (c) ~~((any and all))~~ claims and risks in connection with ~~((and activity))~~
2 activities performed by the Permittee by virtue of the permission granted by this
3 ordinance.

4 Minimum insurance requirements ~~((shall be a policy of comprehensive~~
5 ~~commercial general liability of a form acceptable to the City))~~ are CGL insurance written
6 on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01.
7 The City ~~((will require))~~ requires insurance coverage to be placed with ~~((a company))~~ an
8 insurer admitted and licensed to conduct business in Washington State ~~((, except that if it~~
9 ~~is infeasible to obtain such a policy, the City may approve an alternative company))~~ or
10 with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with
11 any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is
12 subject to approval by the City's Risk Manager.

13 Minimum ~~((policy))~~ limits of liability shall be ~~((Two Million Dollars~~
14 ~~(\$2,000,000))~~ \$2,000,000 per ~~((occurrence))~~ Occurrence; ~~((and Four Million Dollars~~
15 ~~(\$4,000,000))~~ \$4,000,000 ~~((- annual aggregate each period))~~ General Aggregate; and
16 \$2,000,000 Products/Completed Operations Aggregate, including Premises Operation,
17 Personal/Advertising Injury, and Contractual Liability. Coverage shall ~~((specifically~~
18 ~~name said pedestrian skybridge exposure. Liability coverage shall add by endorsement))~~
19 include ((the)) "The City of Seattle, its ((elected and appointed)) officers, officials,
20 employees, and agents" as additional insureds for primary and non-contributory limits of
21 liability subject to a Separation of Insureds clause. ~~((Coverage shall contain a Separation~~
22 ~~of Insured's clause indicating essentially that "except with respect to the limits of~~
23 ~~insurance, and any rights or duties specifically assigned in this coverage part to the first~~

1 ~~named insured, this insurance applies as if each named insured were the only named~~
2 ~~insured, and separately to each against whom claim is made or suit is brought". The City~~
3 ~~will not accept a certificate of insurance as evidence of current coverage.~~

4 Evidence of current coverage shall be submitted to the City in the form of a
5 photocopy of the insurance policy declaration page, indicating all endorsements attached
6 thereto, and is a condition to the validity of this permit.

7 ~~Wherever in the judgment of the Risk Manager of the City of Seattle, such~~
8 ~~insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully~~
9 ~~protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager,~~
10 ~~furnish additional insurance in such amount as may be specified by the Risk Manager.))~~

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

18 If the Permittee is self-insured, a letter of certification from the Corporate Risk
19 Manager may be submitted in lieu of the insurance coverage certification required by this
20 ordinance, if approved in writing by the City's Risk Manager. The letter of certification
21 must provide all information required by the City's Risk Manager and document, to the
22 satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance
23 requirements of this ordinance is in force. After a self-insurance certification is approved,

1 the City may from time to time subsequently require updated or additional information.
2 The approved self-insured Permittee must provide 30 days' prior notice of any
3 cancellation or material adverse financial condition of its self-insurance program. The
4 City may at any time revoke approval of self-insurance and require the Permittee to
5 obtain and maintain insurance as specified in this ordinance.

6 In the event that the Permittee assigns or transfers the permission granted by this
7 ordinance, the Permittee shall maintain in effect the insurance required under this section
8 until the Director has approved the assignment or transfer pursuant to Section 13 of this
9 ordinance.

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

18 12A. **Performance bond.** Within ~~((sixty (60)))~~ 60 days after the effective date of
19 this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a
20 ~~((good and))~~ sufficient bond executed by a surety company authorized and qualified to do
21 business in the State of Washington that is: in the ~~((sum))~~ amount of ~~((Five Hundred~~
22 ~~Thousand Dollars (\$500,000)))~~ \$30,000, ~~((executed by a surety company authorized and~~
23 ~~qualified to do business in the State of Washington,))~~ and conditioned with a requirement

1 that the Permittee ~~((will))~~ shall comply with ~~((each and))~~ every provision of this
2 ordinance and with ~~((each and))~~ every order of the Director ~~((pursuant thereto; provided~~
3 ~~that if the Mayor of the City in his/her judgment shall deem any bond or bonds filed to be~~
4 ~~insufficient and demand a new or additional bond, the Permittee shall furnish a new or~~
5 ~~additional bond in such amount as the Mayor may specify to be necessary to fully protect~~
6 ~~the City))~~ issued under this ordinance. ~~((Said bond shall remain in effect until such time~~
7 ~~as said pedestrian skybridge is entirely removed from its location as described in Section~~
8 ~~1, or until discharged by order of the Director as provided in Section 5 of this~~
9 ~~ordinance.))~~ The Permittee shall ensure that the bond remains in effect until the Director
10 has issued a certification that the Permittee has fulfilled its removal and restoration
11 obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by
12 the Director in consultation with the City Attorney's Office may be substituted for the
13 bond. In the event that the Permittee assigns or transfers the permission granted by this
14 ordinance, the Permittee shall maintain in effect the bond or letter of credit required
15 under this section until the Director has approved the assignment or transfer pursuant to
16 Section 13 of this ordinance.

17 12B. Adjustment of insurance and bond requirements. The Director may
18 adjust minimum liability insurance levels and surety bond requirements during the term
19 of this permission. If the Director determines that an adjustment is necessary to fully
20 protect the interests of the City, the Director shall notify the Permittee of the new
21 requirements in writing. The Permittee shall, within 60 days of the date of the notice,
22 provide proof of the adjusted insurance and surety bond levels to the Director.

1 13. **Consent for and conditions of assignment or transfer.** (~~The Permittee, its~~
2 ~~successors and assigns shall not assign or transfer any privileges conferred~~) The
3 permission granted by this ordinance shall not be assignable or transferable by operation
4 of law; nor shall the Permittee transfer, assign, mortgage, pledge, or encumber the same
5 without the Director's consent ((of the City Council by resolution)), which the Director
6 shall not unreasonably refuse. (~~Notwithstanding anything contained herein to the~~
7 ~~contrary, consent of the City Council shall not be required for any transfer or assignment~~
8 ~~of the privileges conferred by this ordinance by way of mortgage, pledge or encumbrance~~
9 ~~or by way of foreclosure or deed in lieu of foreclosure of any mortgage, pledge or~~
10 ~~encumbrances. If permission is granted, the assignee or transferee shall be bound by all~~
11 ~~the terms and conditions of this ordinance.)) The Director may approve assignment or
12 transfer of the permission granted by this ordinance to a successor entity only if the
13 successor or assignee has accepted in writing all of the terms and conditions of the
14 permission granted by this ordinance; has provided, at the time of the acceptance, the
15 bond and certification of insurance coverage required under this ordinance; and has paid
16 any fees due under Section 14 of this ordinance. Upon the Director's approval of an
17 assignment or transfer, the rights and obligations conferred on the Permittee by this
18 ordinance shall be conferred on the successors and assigns. Any person or entity seeking
19 approval for an assignment or transfer of the permission granted by this ordinance shall
20 provide the Director with a description of the current and anticipated use of the pedestrian
21 skybridge.~~

22 14A. **Inspection fees.** ~~The Permittee ((, its successors and assigns,)) shall, as~~
23 provided by SMC Chapter 15.76 or successor provision, pay ((to)) the City ((sueh)) the

1 amounts ~~((as may be justly chargeable))~~ charged by the City ~~((as costs of inspection of~~
2 ~~said))~~ to inspect the pedestrian skybridge during construction, reconstruction, repair,
3 annual ((structural)) safety inspections, and at other times deemed necessary ((to ensure
4 the safety of said pedestrian skybridge, under direction of the Director, as provided by
5 Municipal Code Section 15.76)) by the City. An inspection or approval of the pedestrian

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

10 14B. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT
11 at an address specified by the Director, an inspection report that:

12 (a) describes the physical dimensions and condition of all load-bearing
13 elements;

14 (b) describes any damages or possible repairs to any element of the pedestrian
15 skybridge;

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

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

19 A report meeting the foregoing requirements shall be submitted within 60 days
20 after the effective date of this ordinance. In the event of a natural disaster or other event
21 that may have damaged the pedestrian skybridge, the Director may require that additional
22 reports be submitted by a date established by the Director. The Permittee has the duty of
23 inspecting and maintaining the pedestrian skybridge. The responsibility to submit

1 structural inspection reports required by the Director does not waive or alter any of the
2 Permittee's other obligations under this ordinance. The receipt of any reports by the
3 Director shall not create any duties on the part of the Director. Any failure by the
4 Director to require a report, or to require action after receipt of any report, shall not waive
5 or limit the obligations of the Permittee.

6 14C. Annual fee. Beginning on June 21, 2016, and annually thereafter, the
7 Permittee shall ((also)) promptly pay to the City, ((in advance)) upon statements
8 ((rendered)) or invoices issued by the Director, an annual fee ((for the privileges granted
9 and exercised hereunder of One Thousand One Hundred Forty three Dollars (\$1,143)
10 beginning on the effective date of this ordinance and annually thereafter)) of \$5,280 or as
11 adjusted annually thereafter, for the privileges granted by this ordinance.

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

22 15. Compliance with other laws. ((The Permittee shall not discriminate against
23 any (1) employee, (2) applicant for employment, or (3) person with respect to the award

1 ~~or referral of a contract or with respect to the conditions, terms, price or performance~~
2 ~~standards, or other provisions of a contract in connection with the design, architectural or~~
3 ~~structural engineering work or the construction, repair, or maintenance of said pedestrian~~
4 ~~skybridge permitted to be erected and/or operate pursuant to this ordinance, on the basis~~
5 ~~of race, religion, creed, color, sex, marital status, sexual orientation, gender identity,~~
6 ~~political ideology, ancestry, age, national origin, or the presence or any sensory, mental~~
7 ~~or physical handicap unless based upon bona fide occupational qualification. The~~
8 ~~Permittee shall:))~~ Permittee shall construct, maintain, and operate the pedestrian
9 skybridge in compliance with all applicable federal, state, County, and City laws and
10 regulations. Without limitation, in all matters pertaining to the pedestrian skybridge, the
11 Permittee shall comply with the City's laws prohibiting discrimination in employment
12 and contracting including the Seattle Fair Employment Practices Ordinance, SMC
13 Chapter 14.04, and the Fair Contracting Practices Code, SMC Chapter 14.10 (or
14 successor provisions).

15 ((a) ~~post in conspicuous places available to such employees and applicants for~~
16 ~~such employment, notices setting forth the provisions of this non discrimination clause.~~

17 b) ~~insert in any contract for work undertaken in connection with the design,~~
18 ~~architectural or structural engineering work or the repair, construction, maintenance or~~
19 ~~operation of said pedestrian skybridge referenced in this ordinance language substantially~~
20 ~~similar to the language contained in this Section 15 and which requires any person or~~
21 ~~entity entering into such contract to comply with the non discrimination provisions of this~~
22 ~~Section.))~~

1 Section 3. Acceptance of terms and conditions. The Permittee shall deliver to the Director
2 its written signed acceptance of the terms of this ordinance within 60 days after the effective date
3 of this ordinance. The Director shall file the written acceptance with the City Clerk. If no such
4 acceptance is received within that 60-day period, the privileges conferred by this ordinance shall
5 be deemed declined or abandoned and the permission granted deemed lapsed and forfeited and
6 the Permittee shall, at its own expense, remove the pedestrian skybridge and all of the
7 Permittee's equipment and property and replace and restore all portions of the public place as
8 provided in Section 5 of Ordinance 122113.

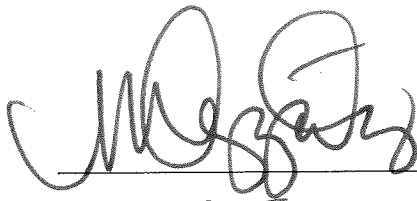
9 Section 4. Obligations run with the Property. The obligations and conditions imposed on
10 the Permittee by this ordinance are covenants that bind the Permittee's heirs, successors, and
11 assigns regardless of whether the Director has approved an assignment or transfer of the
12 permission granted by this ordinance. The Permittee shall, within 60 days of the effective date of
13 this ordinance, and prior to conveying any interest in the encroachments or improvements that
14 are the subject of this ordinance, deliver to the Director, on a form supplied by the Director, a
15 covenant agreement imposing the obligations and conditions in this ordinance, signed and
16 acknowledged by the Permittee, and recorded with the King County Recorder's Office. The
17 Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement
18 shall reference this ordinance by its ordinance number.

19 Section 5. Section titles. Section titles are for convenient reference only and do not
20 modify or limit the text of a section.

21 Section 6. Ratify and confirm. Any act consistent with the authority of this ordinance
22 taken after its passage and prior to its effective date is ratified and confirmed.

1 Section 7. 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 18th day of September, 2017,
5 and signed by me in open session in authentication of its passage this 18th day of
6 September, 2017.

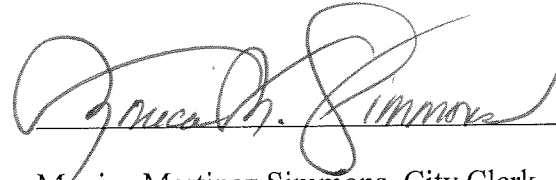
7 

8 President Pro Tem of the City Council

9 Approved by me this _____ day of _____, 2017,
10 **Returned Unsigned**
11 **by Mayor**

Mayor, _____

12 Filed by me this 21st day of September, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)



City of Seattle
Mayor Tim Burgess

September 21, 2017

Monica Martinez Simmons
Seattle City Clerk
600 4th Avenue, 3rd Floor
Seattle, WA 98124

Dear Ms. Martinez Simmons,

I support the content of Council Bill 119068 and voted for it as a member of the City Council on September 18, 2017. The City Attorney's Office has advised, to preserve the separation of the branches of City government, not to have a person that voted for the passage of a Bill as a Councilmember sign it as Mayor.

I am returning Council Bill 119068 without my signature, understanding that it will become law.

Sincerely,

Tim Burgess
Mayor of Seattle