

CITY OF SEATTLE

ORDINANCE 127177

COUNCIL BILL 120924

AN ORDINANCE granting Pike Place Market Preservation and Development Authority permission to continue maintaining and operating a pedestrian skybridge over and across Western Avenue, approximately 300 feet north of Pike Street; repealing Section 7 of Ordinance 114388; and providing for acceptance of the permit and conditions.

WHEREAS, by Ordinance 114388, The City of Seattle granted Pike Place Market Preservation and Development Authority permission to construct, maintain, and operate a pedestrian skybridge over and across Western Avenue, approximately 300 feet north of Pike Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, the permission authorized by Ordinance 114388 was amended by Resolutions 29092 and 29955 and by Ordinance 123288; and

WHEREAS, the permission authorized by Ordinance 114388 was due for renewal on April 6, 2019; and

WHEREAS, Pike Place Market Preservation and Development Authority submitted an application to the Director of Transportation to renew the permission granted by Ordinance 114388 for a 15-year term, renewable once for a successive 15-year term; and

WHEREAS, the obligations of Ordinance 114388 remain in effect after the ordinance term expires until the encroachment is removed, or Pike Place Market Preservation and Development Authority is relieved of its obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS, Pike Place Market Preservation and Development Authority is required to provide an elevator upgrade replacing a hydraulic elevator with a new election traction elevator,

1 new fire escape stairs to make them wider and compliant with the Americans with
2 Disabilities Act, and four bike racks at the base of the new elevator and stairs near
3 Alaskan Way as public benefit mitigation; and

4 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
5 pedestrian skybridge to legally occupy a portion of the public right-of-way or other
6 public place; and

7 WHEREAS, Pike Place Market Preservation and Development Authority has satisfied all the
8 terms of the original authorizing ordinance, and the Director of Transportation
9 recommends the term permit be renewed for 15 years subject to the terms identified in
10 this ordinance; NOW, THEREFORE,

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

12 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
13 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to Pike Place
14 Market Preservation and Development Authority, and its successors and assigns as approved by
15 the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of
16 this ordinance (the party named above and each such approved successor and assign are referred
17 to as “Permittee”), to continue maintaining and operating a pedestrian skybridge over Western
18 Avenue, approximately 300 feet north of Pike Street. The pedestrian skybridge is adjacent in
19 whole or in part to the properties legally described as:

20 BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK G OF
21 ADDITION TO THE TOWN OF SEATTLE, AS LAID OUT BY A.A. DENNY
22 (COMMONLY KNOWN AS A.A. DENNY’S ADDITION TO THE CITY OF
23 SEATTLE), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 69,
24 RECORDS OF KING COUNTY, SAID POINT BEING ON THE EASTERLY
25 MARGIN OF WESTERN AVE:
26 THENCE SOUTH 29°59'02" EAST, ALONG SAID EAST MARGIN, 59.98 FEET TO
27 THE SOUTH LINE OF SAID LOT 1;

1 THENCE NORTH 59°57'10" EAST, ALONG SAID SOUTH LINE, 19.01 FEET TO
2 THE WESTERLY MARGIN OF PIKE PLACE;
3 THENCE, AT RIGHT ANGLES TO SAID WESTERLY MARGIN, NORTH 42°53'02"
4 EAST 10 FEET;
5 THENCE NORTH 47°06'58" WEST, PARALLEL WITH SAID WESTERLY LINE,
6 59.67 FEET TO THE SOUTHWESTERLY PRODUCTION OF THE
7 SOUTHEASTERLY LINE OF PINE STREET;
8 THENCE SOUTH 59°56'52" WEST, ALONG SAID SOUTHEASTERLY LINE, 10.99
9 FEET TO THE POINT OF BEGINNING;

10
11 TOGETHER WITH THE FOLLOWING:
12 BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF PINE STREET
13 AND PIKE PLACE;
14 THENCE SOUTHERLY, ALONG THE CENTERLINE OF PIKE PLACE, 34.52 FEET;
15 THENCE WESTERLY, ALONG THE SOUTHERLY MARGINAL LINE OF PINE
16 STREET PROJECTED, 24.05 FEET TO THE WESTERLY CURB LINE OF PIKE
17 PLACE AND THE TRUE POINT OF BEGINNING;
18 THENCE, CONTINUING ALONG THE SOUTHERLY MARGINAL LINE OF PINE
19 STREET PROJECTED, 32.2 FEET;
20 THENCE NORTHERLY, ALONG A LINE WHICH IS 53.8 FEET DISTANT FROM
21 AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF PIKE PLACE
22 AND PARALLEL THERETO, 274.8 FEET;
23 THENCE NORTHERLY, ON AN ANGLE, 11.6 FEET TO A POINT ON A LINE
24 WHICH IS 45 FEET WESTERLY FROM AND AT RIGHT ANGLES TO THE
25 CENTERLINE OF PIKE PLACE;
26 THENCE NORTHERLY, ALONG SAID LINE PARALLEL TO THE CENTERLINE
27 OF PIKE PLACE, 55 FEET;
28 THENCE EASTERLY, AT RIGHT ANGLES, 10.55 FEET;
29 THENCE NORTHERLY, AT RIGHT ANGLES, 185.51 FEET TO THE SOUTHERLY
30 MARGINAL LINE OF VIRGINIA STREET PROJECTED;
31 THENCE EASTERLY, AT RIGHT ANGLES, 11.45 FEET;
32 THENCE SOUTHERLY, AT RIGHT ANGLES ALONG THE WESTERLY CURB
33 LINE OF PIKE PLACE, 532.11 FEET TO THE TRUE POINT OF BEGINNING;
34 SAID DESCRIPTION INCLUDING ONLY THAT PORTION OF WESTERN
35 AVENUE EXTENDING INDEFINITELY UPWARD FROM A PLANE, THE
36 ELEVATION OF WHICH IS THE WESTERLY SIDEWALK ON PIKE PLACE,
37 BETWEEN THE SOUTHERLY MARGINAL LINE OF PINE STREET PROJECTED
38 WESTERLY AND A POINT 185.51 FEET SOUTHERLY FROM THE SOUTHERLY
39 MARGINAL LINE OF VIRGINIA STREET, TOGETHER WITH THE AREA AND
40 SPACE NECESSARY FOR PROPER COLUMNS AND SUPPORTS TO MAINTAIN
41 AN OVERHANGING STRUCTURE OVER WESTERN AVENUE, AS VACATED
42 UNDER ORDINANCE NO. 59602 OF THE CITY OF SEATTLE;

43 TOGETHER WITH THOSE AERIAL PORTIONS OF WESTERN AVENUE
44 ADJOINING WHICH, UPON VACATION, ATTACHED TO SAID PROPERTY BY
45 OPERATION OF LAW PURSUANT TO ORDINANCE NOS. 57510, 112655 AND
46 113048 OF THE CITY OF SEATTLE;

1 SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF
2 WASHINGTON.

3 Section 2. **Term.** The permission granted to the Permittee is for a term of 15 years
4 starting on the effective date of this ordinance, and ending at 11:59 p.m. on last day of the
5 fifteenth year. Upon written application made by the Permittee at least one year before expiration
6 of the term, the Director or City Council may renew the permit once, for a successive 15-year
7 term, subject to the right of the City to require removal of the pedestrian skybridge, or to revise
8 by ordinance any of the terms and conditions of the permission granted by this ordinance. The
9 total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall
10 submit any application for a new permission no later than one year before the then-existing term
11 expires. Any new application would be subject to the fees and criteria in place at the time of the
12 new application.

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

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

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

4 B. The Director determines that use of the pedestrian skybridge has been abandoned; or

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

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

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

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

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

14 **Section 6. Repair or reconstruction.** The pedestrian skybridge shall remain the
15 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
16 skybridge in good and safe condition for the protection of the public. The Permittee shall not
17 reconstruct or repair the pedestrian skybridge except in strict accordance with plans and
18 specifications approved by the Director. The Director may, in the Director's judgment, order the
19 pedestrian skybridge reconstructed or repaired at the Permittee's cost and expense: because of
20 the deterioration of the pedestrian skybridge; because of the installation, construction,
21 reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or
22 for any other cause.

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

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

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

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

1 or be suffered by any person or property including, without limitation, damage, death or injury to
2 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
3 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

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

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

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

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

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

7 A. Construction, reconstruction, modification, operation, maintenance, use, existence, or
8 removal of the pedestrian skybridge, or any portion thereof, as well as restoration of any
9 disturbed areas of the public place in connection with removal of the pedestrian skybridge;

10 B. The Permittee’s activity upon or the use or occupation of the public place described in
11 Section 1 of this ordinance; and

12 C. Claims and risks in connection with activities performed by the Permittee by virtue of
13 the permission granted by this ordinance.

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

20 Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General
21 Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises
22 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City

1 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and
2 non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

22 Section 11. **Contractor insurance.** The Permittee shall contractually require that any and
23 all of its contractors performing work on any premises contemplated by this permit name the

1 “City of Seattle, its officers, officials, employees and agents” as additional insureds for primary
2 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
3 and/or self-insurance. The Permittee shall also include in all contract documents with its
4 contractors a third-party beneficiary provision extending to the City construction indemnities and
5 warranties granted to the Permittee.

6 **Section 12. Performance bond.** In the event that the Permittee seeks to assign or transfer
7 the permission granted by this ordinance, the Director in consultation with the City Attorney’s
8 Office, may determine that a performance bond is necessary to adequately protect the City’s
9 interests, in which case the successor entity shall deliver to the Director for filing with the City
10 Clerk, as a condition of approval of the assignment or transfer within 60 days of notification of
11 such determination, a sufficient bond executed by a surety company authorized and qualified to
12 do business in the State of Washington that is in the amount determined by the Director in
13 consultation with the City Attorney’s Office, and conditioned with a requirement that the
14 successor entity shall comply with every provision of this ordinance and with every order the
15 Director issues under this ordinance. The successor entity shall ensure that the bond remains in
16 effect until the Director has issued a certification that the successor entity has fulfilled its
17 removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of
18 credit approved by the SDOT Director in consultation with the City Attorney’s Office may be
19 substituted for the bond.

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. Continued occupation of the right-of-
6 way constitutes the Permittee’s acceptance of the terms of this ordinance, and the new owner
7 shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a
8 transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge
9 or encumber the same without the Director’s consent, which the Director shall not unreasonably
10 refuse. The Director may approve assignment or transfer of the permission granted by this
11 ordinance to a successor entity only if the successor or assignee has provided, at the time of the
12 assignment or transfer, the bond and certification of insurance coverage required under this
13 ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon
14 the Director’s approval of an assignment or transfer, the rights and obligations conferred on the
15 Permittee by this ordinance shall be conferred on the successors and assigns. Any person or
16 entity seeking approval for an assignment or transfer of the permission granted by this ordinance
17 shall provide the Director with a description of the current and anticipated use of the pedestrian
18 skybridge.

19 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
20 successor provision, pay the City the amounts charged by the City to inspect the pedestrian
21 skybridge during construction, reconstruction, repair, annual safety inspections, and at other
22 times deemed necessary by the City. An inspection or approval of the pedestrian skybridge by
23 the City shall not be construed as a representation, warranty, or assurance to the Permittee or any

1 other person as to the safety, soundness, or condition of the pedestrian skybridge. Any failure by
2 the City to require correction of any defect or condition shall not in any way limit the
3 responsibility or liability of the Permittee. The Permittee shall pay the City the amounts charged
4 by the City to review the inspection reports required by Section 16 of this ordinance.

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

21 Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee
22 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,
23 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use

1 and Occupation fee of \$3,568.40, or as adjusted annually thereafter, for the privileges granted by
2 this ordinance.

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

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

20 Section 19. **Acceptance of terms and conditions.** The Permittee shall provide evidence
21 of insurance coverage required by Section 10 of this ordinance and the covenant agreement
22 required by Section 20 of this ordinance within 60 days after the effective date of this ordinance.

1 Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of
2 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, the Permittee shall provide to the Director a current title report showing
9 the 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 maintain and operate the
19 following public benefit mitigation for the term of this ordinance:

20 A. Elevator upgrade replacing a hydraulic elevator with a new election traction elevator.

21 B. Replacing the fire escape stairs to make them wider and compliant with the Americans
22 with Disabilities Act.

23 C. Four bike racks at the base of the new elevator and stairs near Alaskan Way.

1 Section 22. **Repeal of Section 7 of Ordinance 114388.** Section 7 of Ordinance 114388 is
2 repealed.

3 Section 23. This ordinance shall take effect as provided by Seattle Municipal Code
4 Sections 1.04.020 and 1.04.070.

5 Passed by the City Council the 28th day of January, 2025,
6 and signed by me in open session in authentication of its passage this 28th day of
7 January, 2025.

8 

9 President _____ of the City Council

Approved / returned unsigned / vetoed this 30th day of January, 2025.

10 

11 Bruce A. Harrell, Mayor

12 Filed by me this 30th day of January, 2025.

13 

14 Scheereen Dedman, City Clerk

15 (Seal)