

Ordinance No. 121855

Council Bill No. 115296

AN ORDINANCE relating to long-term permits for use of streets and other public places, amending Ordinances 51850, 96413, 96719, 104686, 104687, 105225, 105902, 106488, 106647, 106870, 107466, 107724, 107876, 108036, 108920, 109143, 109558, 109601, 109660, 109661, 109848, 109975, 110596, 110663, 110682, 110823, 111275, 111820, 111826, 112217, 112375, 112613, 112906, 113238, 113517, 114388, 114429, 115021, 115776, 115972, 116091, 116634, 117105, 117262, 117590, 117589, 117736, 118038, 118159, 118346, 118347, 118367, 118467, 118631, 118908, 119160, 119161, 119175, 119437, 119508, 119532, 120088, 120393, 120552, 120858, 121490, 121492, 121494, and 121495, and Section 15.64.090 of the Seattle Municipal Code, to authorize the Director of Transportation to modify the conditions relating to permit renewals, fees, insurance and bonds in term permit ordinances, and to approve the assignment and/or transfer of such permits.

CF No. _____	Date Introduced: <u>JUN 20 2005</u>	To: (committee) <u>TRANSPORTATION</u>
Date 1st Referred: <u>JUN 20 2005</u>	To: (committee)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>7-5-05</u>	Full Council Vote: <u>9-0</u>	
Date Presented to Mayor: <u>7-5-05</u>	Date Approved: <u>7/8/05</u>	
Date Returned to City Clerk: <u>7/11/05</u>	Date Published: <u>190 p.p. [initials]</u>	T.O. <input checked="" type="checkbox"/> F.T. <input checked="" type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department Richard Conlin
Council Bill/Ordinance sponsored by: _____ Councilmember

Committee Action:

CM. Conlin - yes

CM. Godder - yes

CM. Rasmussen - yes

7-5-05 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: RC 6/28
(initial/date)

Law Department

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded indexed

1 ordinance; approve assignment and/or transferal of individual term permits to a successor entity
2 in the case of a change of name and/or ownership, provided that the successor or assignee has
3 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee;
4 invoice an annual fee as approved by City Council on the Street Use Fee Schedule, or in the
5 absence of such by adjusting the previous year's fee by a standard rate of inflation; and renew
6 most permits for two successive ten year terms, provided further that the total term of the
7 permission as granted and thus extended shall not exceed thirty years. If any existing term permit
8 ordinances were omitted in this ordinance, such omission was in error, and the Director shall
9 have the authority to amend the terms of the permits granted by those ordinances as herein
10 provided.

11
12 Section 2. Subsections B and C of Section 9 and section 10 of Ordinance 51850, Arcade
13 Development Company Tunnel, as amended by Ordinances 93147 and 111516, are amended as
14 follows:

15 * * *

16 9.

17 * * *

18 B. So long as the Permittee, shall exercise any permissions granted by this ordinance it
19 shall at its own expense obtain and deliver to the Director of (~~Engineering~~) Transportation
20 (Director) for filing with the City Clerk, general comprehensive policies of liability insurance,
21 which policies must fully protect the City from any and all claims and risks in connection with
22 (a) operation, maintenance, use or existence of any and all portions of the tunnel, (b) Permittee's
23 activity upon or use or occupation of the areas described in Section 1 of Ordinance 51850, as
24 well as (c) any and all claims and risks in connection with any activity performed by Permittee by
25 virtue of the permission granted by Ordinance 51850. Each such policy or policies must



1 specifically name the City of Seattle as an additional insured party thereunder and provide the
2 following minimum coverages and minimum limits:

3 Minimum Coverage: General comprehensive liability—for any injury, death, damage,
4 and/or loss of any sort sustained by any person, organization, or corporation (including any
5 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
6 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
7 with (a) operation, maintenance, use or existence of the tunnel permitted by Ordinance 51850
8 and any and all portions thereof, (b) any activity upon or use or occupancy of the area described
9 in Section 1 of Ordinance 51850 and (c) for any activity performed by Permittee by virtue of the
10 permission granted:

11 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
12 Permittee and not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual
13 aggregate.

14 Each such policy or endorsement thereto must contain the following provisions:

15 “The City of Seattle is named as an additional insured for all coverage provided by this
16 policy of insurance and shall be fully and completely protected by this policy for all risks and for
17 any and every injury, death, damage and loss of any sort sustained by any person, organization or
18 corporation (including any liability of the City for such to Permittee Arcade Development
19 Company, its successors and assigns, any of its employees and/or agents and any liability of
20 Permittee for such to the City of Seattle, its officers, agents and employees) in connection with
21 (a) operation, maintenance, use or existence of tunnel, any appurtenances thereto, permitted by
22 that certain City of Seattle ordinance granting Arcade Development Company permission to
23 operate, maintain and use a tunnel under and across First Avenue between Union and University
24 Streets (b) activities of Arcade Development Company, its successors and assigns, upon use or
25 occupation of the areas described in Section 1 of Ordinance 51850, as well as (c) any activity
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1 performed by Arcade Development Company, its successors and assigns by virtue of the
2 permission granted.”

3 “The coverages provided by this policy to the City of Seattle or any other named insured
4 shall not be terminated, reduced or otherwise changed in any respect without providing at least
5 thirty (30) days prior written notice to the City of Seattle, Attention : Director ((of
6 Engineering)).” The permission granted by this ordinance shall not become effective unless and
7 until a policy of insurance has been delivered, approved and filed as provided in this Section 9-B.
8 The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability
9 insurance and surety bond requirements. The Director shall notify the Permittee of the new
10 requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of
11 insurance and surety bond to the Director within 60 days.

12 C. The Permittee shall promptly pay to the City charges billed by the City for inspection
13 of the tunnel during construction, reconstruction, repair, alteration, and at other times deemed
14 necessary to ensure the safety of the tunnel, and shall also pay annually in advance to the City a
15 fee, for the privileges granted and exercised hereunder, of ~~((Two Thousand One Hundred Eight~~
16 ~~Dollars (\$2,108.00))~~ \$3,377.00 as established by Resolution 29088. All payments shall be made
17 to the ~~((City Treasurer))~~ City Finance Director for the credit of the ~~((General Fund))~~
18 Transportation Operating Fund.

19 10. The permission herein granted to the Permittee, its successors and assigns, shall be for
20 a term of ten years, commencing upon the effective date of this ordinance and terminating at
21 11:59 p.m., on the last day of the tenth year; provided, however, that upon written application of
22 the Permittee at least 30 days before expiration of the term, the ~~((City Council may by~~
23 ~~resolution))~~ Director may renew the permit for two successive ten year terms, provided further
24 that the total term of the permission as granted and thus extended shall not exceed thirty years,
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1 subject to the right of the City (~~((by each such resolution,))~~) to revise the fee provided for in
2 Section 9-C as amended.

3 * * *

4 Section 3. Sections 2, 7 and 9 of Ordinance 96413, US West Communications Pedestrian
5 Tunnel, as amended by Ordinance 119126, are amended as follows:

6 * * *

7 2. That all rights, privileges and authority herein conferred upon and granted to said
8 permittee, its successors and assigns, shall be for a period of ten (10) years; provided that upon
9 the application of the Permittee the ~~((City Council may by resolution))~~ Director of Transportation
10 ("Director") may renew said permit for ten-year periods not to exceed a total of fifty (50) years,
11 subject to the right of the ~~((City, by such resolution))~~ Director to revise ~~((upward or downward,))~~
12 the fee ~~((hereinafter provided for.))~~ provided for in Section 8 hereof, and of the City Council, by
13 ordinance, to revise any of the terms and conditions contained herein.

14 * * *

15 7. For as long as the Permittee, its successors and assigns, shall exercise any permission
16 granted by this ordinance and until the pedestrian tunnel is entirely removed from its location as
17 described in Section 1, or until discharged by order of the Director ~~((of Seattle Transportation))~~
18 as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force
19 and effect, at its own expense, insurance policies which protect the City from any and all claims
20 and risks in conjunction with:

21 (a) reconstruction, operation, maintenance, use or existence of the pedestrian tunnel
22 permitted by this ordinance and of any and all portions of the tunnel;

23 (b) the Permittee's activity upon or the use or occupation of the area described in Section
24 1 of this ordinance, as well as;



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

3 Minimum insurance requirements shall be an occurrence form policy of commercial
4 general liability, placed with a company admitted and licensed to conduct business in
5 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
6 aggregate. Coverage shall specifically name the pedestrian tunnel exposure. Coverage shall add
7 by endorsement The City of Seattle, its elected and appointed officers, officials, employees and
8 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
9 essentially that "except with respect to the limits of insurance, and any rights or duties
10 specifically assigned in this coverage part to the first named insured, this insurance applies as if
11 each named insured were the only named insured, and separately to each insured against whom
12 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
13 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
14 to the validity of this permit.

15 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
16 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
17 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
18 ~~such amount as may be specified by the Risk Manager.))~~ The Director, in consultation with the
19 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
20 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
21 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
22 the Director within 60 days.

23 Should Permittee be self-insured, a letter from the Corporate Risk Manager, or
24 appropriate Finance Officer, is acceptable, stipulating if actuarially funded and funds limit: plus
25 any excess declaration pages to meet the contract requirements. Further, this letter shall advise
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1 how Permittee would protect and defend the City of Seattle as an Additional Insured in their
2 Self-Insured layer, and include claims handling directions in the event of a claim.

3 8. That the said permittee, its successors and assigns, shall pay to the City of Seattle such
4 amounts as may be justly chargeable by said City as a cost of inspection of said tunnel during
5 construction, reconstruction or at other times under the direction of the ~~((Board of Public
6 Works))~~ Director and shall also pay annually in advance to the City of Seattle on ~~((bills))~~
7 statements or invoices rendered by the ~~((City Engineer))~~ Director a fee of ~~((One Hundred and
8 No/100 Dollars (\$100)))~~ \$600.00 as established by Ordinance 119126 for the privilege granted
9 and exercised hereunder. At the end of this period, adjustments to the annual fee amount shall be
10 made in accordance with a term permit fee schedule adopted by the City Council by ordinance
11 and may be adjusted every year. In the absence of such a schedule, the Director may only
12 increase or decrease the previous year's fee amount annually to reflect any inflationary changes
13 so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting
14 the previous year's fee amount by the percentage change between the two most recent year-end
15 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
16 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
17 Finance Director for credit to the Transportation Operating Fund. ((The first annual fee shall be
18 paid when the work is commenced and subsequent fees shall be paid upon the same date each
19 year thereafter.))

20 9. The right, privilege and authority hereby granted shall not be assignable or transferable
21 by operation of law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage,
22 pledge or encumber the same without the consent of the ~~((City Council by resolution))~~ Director.
23 The Director may approve assignment and/or transferal of the permit to a successor entity in the
24 case of a change of name and/or ownership provided that the successor or assignee has
25 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.



1 * * *

2 Section 4. Sections 2, 9, 10 and 12 of Ordinance 96719, Seattle University Steam Mains,
3 as amended by Ordinance 119162, are amended as follows:

4 * * *

5 2. That all rights, privileges and authority herein conferred upon and granted to said
6 permittee, its successors and assigns, shall be for a period of ten (10) years; Provided, that upon
7 the application of the Permittee the ~~((City Council may by resolution))~~ Director of Transportation
8 ("Director") may renew said authority for successive ten-year periods not to exceed a total of
9 fifty (50) years, subject to the right of the ~~((City, by such resolution))~~ Director to revise upward
10 or downward, the fee hereinafter provided for. In the event said authority is not renewed, or in
11 the event the authority hereby granted extends to its termination fifty (50) years from the
12 effective date of this ordinance, then within ninety (90) days after its expiration or termination, as
13 the case may be, said permittee, its successors and assigns shall, if so required by the City by
14 written notice given on or before the date of expiration or termination, remove its installations
15 and restore all street areas as may be prescribed by said written notice and restore the surface and
16 subsurfaces of streets which may have been disturbed in constructing, repairing or using said
17 steam mains or appurtenances to as good condition in all respects as the abutting portion thereof.

18 * * *

19 9. Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as
20 may be justly chargeable by said City as the cost of inspection of said steam mains and
21 appurtenances under the direction of the ~~((Board of Public Works))~~ Director, and in addition
22 shall pay annually in advance to the City of Seattle, upon ~~((bills))~~ statements or invoices rendered
23 by the ~~((City Engineer))~~ Director, ~~((a fee in such amount as shall be computed upon the lineal~~
24 ~~feet of pipe within the City streets, in accordance with the following schedule of rates:~~



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1	All pipe under and not exceeding six (6) inches inside diameter	5¢ per lin. ft.
2	All pipe exceeding six (6) inches and not over eight (8) inches inside diameter	6¢ per lin. ft.
3	All pipe exceeding eight (8) inches and not over ten (10) inches inside diameter	7¢ per lin. ft.
4	All pipe exceeding ten (10) inches and not over sixteen (16) inches inside diameter	8¢ per lin. ft.
5	All pipe exceeding sixteen (16) inches and not over twenty (20) inches inside diameter	10¢ per lin. ft.

7 ~~Pipe size shall include certain of the insulation as set by City Engineer.))~~

8 a fee of \$1,183.00 annually as established by Ordinance 119162. Adjustments to the
9 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
10 City Council by ordinance and may be adjusted every year. In the absence of such a schedule,
11 the Director may only increase or decrease the previous year's fee amount annually to reflect any
12 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
13 calculated by adjusting the previous year's fee amount by the percentage change between the two
14 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
15 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
16 shall be made to the City Finance Director for credit to the Transportation Operating Fund.

17 10. The right, privilege and authority hereby granted shall not be assignable or
18 transferable by operation of law, nor shall said permittee, its successors or assigns, assign,
19 transfer, mortgage, pledge or encumber the same without the consent of the ((City Council by
20 resolution)) Director. The Director may approve assignment and/or transfer of the permit to a
21 successor entity in the case of a change of name and/or ownership provided that the successor or
22 assignee has demonstrated its acceptance of all of the terms of the permission granted to the
23 initial Permittee.

24 * * *



1 12. For as long as the permittee, its successors and assigns, shall exercise any permission
2 granted by this ordinance and until the steam mains and appurtenances are entirely removed from
3 their location as described in Section 1 or until discharged by the order of the Director ((of
4 ~~Seattle Transportation~~)), the Permittee shall obtain and maintain in full force and effect, at its
5 own expense, insurance policies which protect the City from any and all claims and risks in
6 conjunction with:

7 (a) the reconstruction, operation, maintenance, use or existence of the steam mains and
8 appurtenances permitted by this ordinance;

9 (b) the Permittee's activity upon the use or occupation of the area described in Section 1
10 of this ordinance, as well as;

11 (c) any and all claims and risks in conjunction with and activity performed by the
12 Permittee by virtue of the permission granted by this ordinance.

13 Minimum insurance requirements shall be an occurrence form policy of commercial
14 general liability, placed with a company admitted and licensed to conduct business in
15 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
16 aggregate. Coverage shall specifically name the steam main exposure. Coverage shall add by
17 endorsement The City of Seattle, its elected and appointed officers, officials, employees and
18 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
19 essentially that "except with respect to the limits of insurance, and any rights or duties
20 specifically assigned in this coverage part to the first named insured, this insurance applies as if
21 each named insured were the only named insured, and separately to each insured against whom
22 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
23 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
24 to the validity of this permit.



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1 Ordinance and shall provide for ten (10) days notice to the ~~((City Engineer))~~ Director of any
2 change, cancellation or lapse thereof. The Director, in consultation with the City Risk Manager,
3 may adjust minimum levels of liability insurance and surety bond requirements. The Director
4 shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
5 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

6 8. That the Permittee, its successors and assigns, shall pay to the City of Seattle such
7 amounts as may be justly chargeable by said City as costs of inspection of said skybridge during
8 construction, reconstruction or at other times under the direction of the ~~((Board))~~ Director and
9 shall pay annually in advance to the ~~((City Engineer))~~ Director on ~~((bills))~~ statements or invoices
10 rendered a fee ~~((of One Hundred Fifty Dollars (\$150)))~~ of \$1,819 annually from July 1, 2000, to
11 June 30, 2005 as established by Resolution 30372 for the permission granted and exercised
12 hereunder. All payments shall be made to the City Finance Director for credit to the
13 Transportation Operating Fund.

14 9. That the permission hereby conferred shall not be assignable or transferable by
15 operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the
16 same, without the consent of the ~~((City Council by resolution.))~~ Director. The Director may
17 approve assignment and/or transferal of the permit to a successor entity in the case of a change of
18 name and/or ownership provided that the successor or assignee has demonstrated its acceptance
19 of all of the terms of the permission granted to the initial Permittee.

20 * * *

21
22 Section 6. Sections 7, 8 and 9 of Ordinance 104687, Allied Stores Corporation
23 Skybridge, are amended as follows:

24 * * *



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1 7. So long as the Permittee shall exercise any privilege or authority conferred by this
2 ordinance, it shall in connection therewith provide and maintain in full force and effect, public
3 liability insurance naming the City as an additional insured, providing for a limit of not less than
4 Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including
5 subject to that limit, all damages arising out of bodily injuries to or death of one or more persons
6 and all damage arising out of injury to or destruction of property. ~~((;Provided, however, that
7 whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed
8 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
9 the Permittee shall, upon demand by said Mayor, furnish additional insurance in such amount as
10 may be specified by said Mayor.))~~ A copy of such policy or certificate evidencing the same shall
11 be delivered to the ~~((City Engineer))~~ Director of Transportation ("Director") for filing in the
12 office of the City Clerk within sixty (60) days after approval of this ordinance and shall provide
13 for ten (10) days notice to the ~~((City Engineer))~~ Director of any change, cancellation or lapse
14 thereof. The Director of Transportation ("Director"), in consultation with the City Risk Manager,
15 may adjust minimum levels of liability insurance and surety bond requirements. The Director
16 shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
17 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

18 8. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts
19 as may be justly chargeable by said City as a cost of inspection of said skybridge during
20 construction, reconstruction or at other times under the direction of the ~~((Board))~~ Director and in
21 addition shall pay annually in advance to the City of Seattle on ~~((bills))~~ statements or invoices
22 rendered by the ~~((City Engineer))~~ Director a fee of ~~((Seven Hundred and Fifty Dollars (\$750)))~~
23 \$7,463.00 for the period beginning April 1, 2000 and ending March 31, 2005 as established by
24 Resolution 30476 for the permission granted and exercised hereunder. At the end of this period,
25 adjustments to the annual fee amount shall be made in accordance with a term permit fee



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1 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
2 absence of such a schedule, the Director may only increase or decrease the previous year's fee
3 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
4 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
5 percentage change between the two most recent year-end values available of the Consumer Price
6 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
7 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
8 Transportation Operating Fund.

9 9. The permission hereby conferred shall not be assignable or transferable by operation of
10 law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the
11 consent of the ~~((City Council by resolution.))~~ Director. The Director may approve assignment
12 and/or transferal of the permit to a successor entity in the case of a change of name and/or
13 ownership provided that the successor or assignee has demonstrated its acceptance of all of the
14 terms of the permission granted to the initial Permittee.

15 * * *

16
17 Section 7. Sections 7, 8 and 9 of Ordinance 105225, Theta Chi Fraternity, Inc. Skybridge,
18 are amended as follows:

19 * * *

20 7. So long as the Permittee shall exercise any privilege or authority conferred by this
21 ordinance, it shall, in connection therewith provide and maintain in full force and effect, public
22 liability insurance naming the City as an additional insured, providing for a limit of not less than
23 One Million Dollars (\$1,000,000), for all damages arising out of any one occurrence, including,
24 subject to that limit, all damages arising out of bodily injuries to or death of one or more persons
25 and all damage arising out of injury to or destruction of property. ~~((; Provided, however, that~~



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1 ~~whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed~~
2 ~~pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,~~
3 ~~the Permittee, shall, upon demand by said Mayor, furnish additional insurance in such amount as~~
4 ~~may be specified by said Mayor.))~~ A copy of such policy or certificate evidencing the same shall
5 be delivered to the ~~((City Engineer))~~ Director of Transportation ("Director") for filing in the
6 office of the City Clerk within sixty (60) days after approval of this ordinance and shall provide
7 for ten (10) days notice to the ~~((City Engineer))~~ Director of any change, cancellation or lapse
8 thereof. The Director, in consultation with the City Risk Manager, may adjust minimum levels of
9 liability insurance and surety bond requirements. The Director shall notify the Permittee of the
10 new requirements in writing. Upon receipt, the Permittee shall provide proof of the required
11 levels of insurance and surety bond to the Director within 60 days.

12 8. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts
13 as may be justly chargeable by said City as a cost of inspection of said skybridge during
14 construction, reconstruction or at other times under the direction of the ~~((Board))~~ Director and
15 shall pay annually in advance to the City of Seattle on ~~((bills))~~ statements or invoices rendered by
16 the ~~((City Engineer))~~ Director a fee of ~~((Fifty Dollars (\$50)))~~ \$252.00 until August 31, 2005 as
17 established by Resolution 30377 for the permission granted and exercised hereunder. At the end
18 of this period, adjustments to the annual fee amount shall be made in accordance with a term
19 permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In
20 the absence of such a schedule, the Director may only increase or decrease the previous year's fee
21 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
22 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
23 percentage change between the two most recent year-end values available of the Consumer Price
24 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not



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1 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
2 Transportation Operating Fund.

3 9. The permission hereby conferred shall not be assignable or transferable by operation
4 of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without
5 the consent of the ~~((City Council by resolution))~~ Director. The Director may approve assignment
6 and/or transferal of the permit to a successor entity in the case of a change of name and/or
7 ownership provided that the successor or assignee has demonstrated its acceptance of all of the
8 terms of the permission granted to the initial Permittee.

9 * * *

10
11 Section 8. Sections 2, 9, 10 and 11 of Ordinance 105902, UNICO Properties Pedestrian
12 Concourses, are amended as follows:

13 * * *

14 2. The permission herein granted to UNICO Properties, Inc., its successors and assigns
15 shall be for a period commencing upon the effective date of this ordinance and terminating at
16 11:59 P.M. on October 31, 2009 unless the same shall sooner be terminated in whole or in part
17 according to the terms and conditions hereof. Said permissions shall be subject to the right of the
18 City of Seattle ~~((by resolution))~~ Director of Transportation ("Director") to revise upward or
19 downward the fees provided for in Section 10 hereof, not earlier than October 1, 1986 nor later
20 than December 31, 1986 for the period October 1, 1986 to September 30, 1996 and not earlier
21 than October 1, 1996 nor later than December 31, 1996 for the balance of the term of this permit
22 and subject to the right of the ~~((City at each such interval, by resolution))~~ Director to revise any
23 of the conditions or provisions herein contained relating to public liability insurance. In the event
24 that pursuant to the provisions of this ordinance the City orders the removal of said concourses or
25 any portion thereof then within ninety (90) days after such expiration or termination or prior to
26



1 the date stated in an Order to Remove as the case may be, Permittee its successors and assigns
2 shall remove said concourses or such portion thereof so ordered removed and shall place all
3 portions of the areas designated in Section 1 above (and all public utility facilities therein)
4 affected by such removal in as good condition for public use and in as good condition in all
5 respects as the abutting properties thereof.

6 * * *

7 9. So long as the Permittee, its successors and assigns, shall exercise any permissions
8 granted by this ordinance and until discharged by order of the (~~Board of Public Works~~) Director
9 as provided in Section 3 of this ordinance, it shall at its own expense obtain and deliver to the
10 (~~City Engineer~~) Director for filing with the City Clerk general comprehensive policies of
11 liability insurance, which policies must be approved by the Corporation Counsel as to form and
12 coverage and which policies must fully protect the City from any and all claims and risks in
13 connection with (a) construction, operation, maintenance, use, or existence of the concourses
14 permitted by this ordinance and of any and all portions of such concourses, (b) Permittee's
15 activity upon or use or occupation of the areas described in Section 1 of this ordinance, as well as
16 (c) any and all claims and risks in connection with any activity performed by Permittee by virtue
17 of the permission granted by this ordinance. Each such policy or policies must specifically name
18 the City of Seattle as an additional insured party thereunder and provide the following minimum
19 coverages and minimum limits:

20 Minimum Coverage: General comprehensive liability—for any injury, death, damage,
21 and/or loss of any sort sustained by any person, organization, or corporation (including any
22 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
23 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
24 with (a) construction, operation, maintenance, use or existence of the concourses permitted by
25 this ordinance and of any and all portions thereof, (b) any activity upon or use or occupancy of
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1 the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee
2 by virtue of the permission granted pursuant to this ordinance;

3 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
4 Permittee and not less than Ten Million (\$10,000,000) Dollars combined limits, including
5 umbrella policy coverage.

6 Each such policy or endorsement thereto must contain substantially the following
7 provisions:

8 “The City of Seattle is named as an additional insured for all coverages provided by this
9 policy of insurance and shall be fully and completely protected by this policy and for all risks and
10 for any and every injury, death, damage and loss of any sort sustained by any person,
11 organization or corporation (including any liability of the City for such to UNICO Properties,
12 Inc., its successors and assigns, any of their employees and/or agents and any liability of UNICO
13 Properties, Inc., Permittee, for such to the City of Seattle, its officers, agents and employees) in
14 connection with (a) construction, operation, maintenance, use or existence of the concourses and
15 appurtenances thereto permitted by that certain City of Seattle ordinance granting UNICO
16 Properties, Inc., permission to construct, operate and maintain underground pedestrian
17 concourses and certain appurtenances thereto in 5th Avenue, the alley between 5th and 6th
18 Avenues, and 6th Avenue, (b) activities of UNICO Properties, Inc., its successors and assigns,
19 upon use or occupation of the areas described in Section 1 of said ordinance, as well as (c) any
20 activity performed by UNICO Properties, Inc., its successors and assigns by virtue of the
21 permission granted by the aforesaid ordinance.”

22 “The coverages provided by this policy to the City of Seattle or any other named insured
23 shall not be terminated, reduced or otherwise changed in any respect without providing at least
24 thirty (30) days prior written notice to the City of Seattle, Attention: Director of Transportation
25 (~~City Engineer~~)).”



1 Any change in the above policy language shall be subject to prior approval by the
2 ~~((Corporation Counsel))~~ City Attorney.

3 ~~((Whenever in the judgment of the Mayor of The City of Seattle, such insurance filed
4 pursuant to the provisions hereof shall be determined insufficient to fully protect The City of
5 Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance as may be
6 specified by said Mayor.))~~ The Director of Transportation ("Director"), in consultation with the
7 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
8 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
9 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
10 the Director within 60 days.

11 Notwithstanding the provisions of Section 13, the permission granted by this ordinance
12 shall not become effective unless and until a policy of insurance has been delivered, approved
13 and filed as provided in this Section 9.

14 10. The Permittee, its successors and assigns, shall pay to the City of Seattle such
15 amounts as may be justly chargeable by said City as a cost of inspection of said concourses
16 during the construction, reconstruction or at other times under the direction of the ~~((Board of
17 Public Works))~~ Director and shall also pay annually in advance to the City of Seattle on ~~((bills))~~
18 statements or invoices rendered by the ~~((City Engineer))~~ Director a fee of five hundred dollars
19 (\$500) for the permission herein granted pertaining to 6th Avenue and a fee of seventy-five
20 dollars (\$75) for the permission herein granted pertaining to the alley between 5th and 6th
21 Avenues. All payments shall be made to the City Finance Director for credit to the
22 Transportation Operating Fund.

23 11. The permission hereby conferred shall not be assignable or transferable by operation
24 of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without
25 the consent of the ~~((City Council by resolution))~~ Director. The Director may approve assignment
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1 and/or transferal of the permit to a successor entity in the case of a change of name and/or
2 ownership provided that the successor or assignee has demonstrated its acceptance of all of the
3 terms of the permission granted to the initial Permittee.

4 * * *

5
6 Section 9. Sections 2, 10, and 13 of Ordinance 106488, Fremont Dock Company
7 occupation of Fremont Avenue North under Fremont Bridge, as amended by Ordinances 113783,
8 115769 and 117991, are amended as follows:

9 * * *

10 2. That the permission herein granted to the Permittee, its successors and assigns, shall be
11 for a period of ten (10) years from March 26, 1977 and shall cease and terminate at 11:59 p.m. on
12 March 25, 1987, provided, however, that upon the application of the Permittee, the ((City
13 Council may, by resolution)) Director of Transportation ("Director") may renew said permit for
14 two successive ten-year periods, provided that the term of the permission as so extended shall not
15 exceed a total of thirty (30) years, subject to the right of the City of Seattle ((~~by each such~~
16 ~~renewal resolution~~)) to revise upward or downward the fee provided for in Section 13 hereof and
17 by ordinance to then revise any of the conditions contained herein. In the event that said permit is
18 not renewed or that the permission hereby granted extends to its termination in thirty (30) years
19 on March 25, 2007 or that the City at any time after March 26, 1977 requires the area under the
20 Fremont Bridge for its own use, then upon thirty (30) days notice from the ((~~Board of Public~~
21 ~~Works~~)) Director, the Permittee shall remove from said street area any lumber or other material
22 belonging to it but shall not remove any of the sprinkler system, watermains, fire curtains or
23 other installations which shall thereupon belong to the City of Seattle and shall remain in place as
24 fire protection for said bridge.

25 * * *



1 10. Permittee agrees at all times to maintain for the protection of the City, a third party
2 property damage liability insurance policy or policies in the sum of \$2,000,000 as well as to keep
3 in full force and effect a fire insurance policy in the sum of \$1,000,000 and to furnish the ((City
4 ~~Engineer~~)) Director with certificates evidencing that such policies are in force. Such liability and
5 fire insurance policies shall contain a provision that they are neither alterable or cancellable
6 without ten (10) days prior written notice to the City. The Director, in consultation with the City
7 Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements.
8 The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the
9 Permittee shall provide proof of the required levels of insurance and surety bond to the Director
10 within 60 days.

11 * * *

12 13. Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as
13 may be justly chargeable by said City for the use and occupation of said area described in Section
14 1 hereof, and in addition shall promptly pay in advance to the City of Seattle, upon statements
15 rendered by the Director ((of ~~Engineering~~)) an annual fee for the privilege granted and exercised
16 hereunder of Five Thousand Two Hundred Sixty-Five Dollars (\$5,265.00) for each year of the
17 permit. Adjustments to the annual fee amount shall be made in accordance with a term permit fee
18 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
19 absence of such a schedule, the Director may only increase or decrease the previous year's fee
20 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
21 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
22 percentage change between the two most recent year-end values available of the Consumer Price
23 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
24 Seasonally Adjusted. All payments shall be made to the City Finance Director for the credit of
25 the ((General Fund)) Transportation Operating Fund.
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1 Section 10. Sections 7, 8 and 9 of Ordinance 106647, D.L.L.C. Skybridge, as amended by
2 Ordinance 113045 and modified by Resolutions 29463 and 30376, are amended as follows:

3 * * *

4 7. So long as the Permittee shall exercise any privileges or authority conferred by this
5 ordinance, it shall, in connection therewith, provide and maintain in full force and effect, public
6 liability insurance naming the City as an additional insured, providing for a limit of not less than
7 Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including
8 subject to that limit, all damages arising out of bodily injuries to or death of one or more persons
9 and all damage arising out of injury to or destruction of property. ~~((; Provided, however, that
10 whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed
11 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
12 the Permittee, shall, upon demand by said Mayor, furnish additional insurance in such amount as
13 may be specified by said Mayor.))~~ A copy of such policy or policies or certificate or certificates
14 evidencing the same shall be delivered to the ~~((City Engineer))~~ Director of Transportation
15 ("Director") for filing in the office of the City Clerk within sixty (60) days after approval of this
16 Ordinance and shall provide for ten (10) days notice to the ~~((City Engineer))~~ Director of any
17 change, cancellation or lapse thereof. The Director of Transportation ("Director"), in consultation
18 with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond
19 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
20 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
21 the Director within 60 days.

22 8. That the Permittee, ~~((his))~~ its successors and assigns, shall pay to the City of Seattle
23 such amounts as may be justly chargeable by said City as costs of inspection of said pedestrian
24 skybridge during construction or at other times under the direction of the ~~((Board of Public~~
25 ~~Works))~~ Director and shall promptly pay to the City in advance upon statements rendered by the
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1 Director (~~(of Engineering)~~) an annual fee of (~~((One Thousand Nine Hundred Ninety Nine Dollars~~
2 ~~(\$1,999) for the first five years of the permit.))~~ \$2,740.00 from June 1, 2001 to May 31, 2006
3 as established by Resolution 30376 for the permission granted and exercised hereunder. ((The fee
4 will then be re-evaluated by the City Appraiser and a new annual fee will be established by
5 resolution of the City Council for the next five years of the permit. All payments shall be made to
6 the City Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to
7 the annual fee amount shall be made in accordance with a term permit fee schedule adopted by
8 the City Council by ordinance and may be adjusted every year. In the absence of such a schedule,
9 the Director may only increase or decrease the previous year's fee amount annually to reflect any
10 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
11 calculated by adjusting the previous year's fee amount by the percentage change between the two
12 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
13 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
14 shall be made to the City Finance Director for credit to the Transportation Operating Fund.

15 9. That the permission hereby conferred shall not be assignable or transferable by
16 operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the
17 same, without the consent of the (~~((City Council by resolution))~~) Director. The Director may
18 approve assignment and/or transferal of the permit to a successor entity in the case of a change of
19 name and/or ownership provided that the successor or assignee has demonstrated its acceptance
20 of all of the terms of the permission granted to the initial Permittee. In the event of such transfer,
21 the terms and conditions of this ordinance shall bind all successors and assigns.

22 * * *

23
24 Section 11. Sections 9, 10 and 13 of Ordinance 106870, 801 Dexter Associates Pedestrian
25 Tunnel, as amended by Ordinance 118796, are amended as follows:



* * *

1
2 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
3 granted by this ordinance and until the pedestrian tunnel is entirely removed from its location as
4 described in Section 1, or until discharged by order of the Director of ((Seattle)) Transportation
5 ("Director") as provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in
6 full force and effect, at its own expense, insurance policies which protect the City from any and
7 all claims and risks in conjunction with:

8 (a) reconstruction, operation, maintenance, use or existence of the pedestrian tunnel
9 permitted by this ordinance and of any and all portions of the tunnel;

10 (b) the Permittee's activity upon or the use or occupation of the area described in Section
11 1 of this ordinance, as well as;

12 (c) any and all claims and risks in conjunction with and activity performed by the
13 Permittee by virtue of the permission granted by this ordinance.

14 Minimum insurance requirements shall be an occurrence form policy of commercial
15 general liability, placed with a company admitted and licensed to conduct business in
16 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
17 aggregate. Coverage shall specifically name the pedestrian tunnel exposure. Coverage shall add
18 by endorsement The City of Seattle, its elected and appointed officers, officials, employees and
19 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
20 essentially that "except with respect to the limits of insurance, and any rights or duties
21 specifically assigned in this coverage part to the first named insured, this insurance applies as if
22 each named insured were the only named insured, and separately to each insured against whom
23 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
24 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
25 to the validity of this permit.



1 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
2 percentage change between the two most recent year-end values available of the Consumer Price
3 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
4 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
5 Transportation Operating Fund.

6 * * *

7
8 Section 12. Sections 8, 9 and 10 of Ordinance 107466, Lambda Association of Gamma
9 Phi Beta Skybridge as amended by Ordinance 118996, are amended as follows:

10 * * *

11 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
12 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
13 as described in Section 1, or until discharged by order of the Director of ((Seattle))
14 Transportation ("Director") as provided in Section 4 of Ordinance 107466, the Permittee shall
15 obtain and maintain in full force and effect, at its own expense, insurance policies which protect
16 the City from any and all claims and risks in conjunction with:

17 (a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge
18 permitted by this ordinance and of any and all portions of the skybridge;

19 (b) the Permittee's activity upon or the use or occupation of the area described in Section
20 1 of this ordinance, as well as;

21 (c) any and all claims and risks in conjunction with and activity performed by the
22 Permittee by virtue of the permission granted by this ordinance.

23 Minimum insurance requirements shall be an occurrence form policy of commercial
24 general liability, placed with a company admitted and licensed to conduct business in
25 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual



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1 aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall
2 add by endorsement The City of Seattle, its elected and appointed officers, officials, employees
3 and agents as additional insured. Coverage shall contain a Separation of Insureds Clause
4 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
5 specifically assigned in this coverage part to the first named insured, this insurance applies as if
6 each named insured were the only named insured, and separately to each insured against whom
7 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
8 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
9 to the validity of this permit.

10 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such~~
11 ~~insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the~~
12 ~~Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be~~
13 ~~specified by the Risk Manager.)) The Director, in consultation with the City Risk Manager, may
14 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
15 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
16 provide proof of the required levels of insurance and surety bond to the Director within 60 days.~~

17 9. That the Permittee, its successors and assigns, shall pay to the City such amounts as
18 may be justly chargeable by said City as costs of inspection of said skybridge during
19 construction, reconstruction or at other times under the direction of the ~~((Board))~~ Director and
20 shall pay annually in advance to the City on ~~((bills))~~ statements or invoices rendered by the ~~((City~~
21 ~~Engineer))~~ Director a fee of ~~((One Hundred Twenty Five Dollars (\$125)))~~ \$333.00 as established
22 by Ordinance 118996 for the permission granted and exercised hereunder. Adjustments to the
23 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
24 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
25 Director may only increase or decrease the previous year's fee amount annually to reflect any



1 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
2 calculated by adjusting the previous year's fee amount by the percentage change between the two
3 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
4 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
5 shall be made to the City Finance Director for credit to the ((General Fund)) Transportation
6 Operating Fund.

7 10. That the permission hereby conferred shall not be assignable or transferable by
8 operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the
9 same, without the consent of the ((City Council by resolution)) Director. The Director may
10 approve assignment and/or transferal of the permit to a successor entity in the case of a change of
11 name and/or ownership provided that the successor or assignee has demonstrated its acceptance
12 of all of the terms of the permission granted to the initial Permittee.

13 * * *

14
15 Section 13. Sections 6, 8 and 9 of Ordinance 107724, 2601 Elliott LLC Skybridge, as
16 amended by Ordinances 114413 and 119341, is further amended as follows:

17 6. The permissions hereby granted shall not be assignable or transferable by operation of
18 law, nor shall said Permittee, its successors or assigns, assign, transfer, mortgage, pledge or
19 encumber the same, separately or in connection with transactions involving the terminus
20 buildings or property save without the consent of the ((City Council by resolution.)) Director of
21 Transportation ("Director"). The Director may approve assignment and/or transferal of the
22 permit to a successor entity in the case of a change of name and/or ownership provided that the
23 successor or assignee has demonstrated its acceptance of all of the terms of the permission
24 granted to the initial Permittee.

25 * * *



1 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
2 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
3 as described in Section 1, or until discharged by order of the Director ((of Seattle
4 ~~Transportation~~)) as provided in Section 3 of Ordinance 107466, the Permittee shall obtain and
5 maintain in full force and effect, at its own expense, insurance policies which protect the City
6 from any and all claims and risks in conjunction with:

7 (a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge
8 permitted by this ordinance and of any and all portions of the skybridge;

9 (b) the Permittee's activity upon or the use or occupation of the area described in Section
10 1 of this ordinance, as well as;

11 (c) any and all claims and risks in conjunction with and activity performed by the
12 Permittee by virtue of the permission granted by this ordinance.

13 Minimum insurance requirements shall be an occurrence form policy of commercial
14 general liability, placed with a company admitted and licensed to conduct business in
15 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
16 aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall
17 add by endorsement The City of Seattle, its elected and appointed officers, officials, employees
18 and agents as additional insured. Coverage shall contain a Separation of Insureds Clause
19 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
20 specifically assigned in this coverage part to the first named insured, this insurance applies as if
21 each named insured were the only named insured, and separately to each insured against whom
22 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
23 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
24 to the validity of this permit.



1 (~~Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
2 ~~filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City~~
3 ~~of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as~~
4 ~~may be specified by the Risk Manager.)) The Director, in consultation with the City Risk
5 Manager, may adjust minimum levels of liability insurance and surety bond requirements. The
6 Director shall notify the Permittee of the new requirements in writing. Upon receipt, the
7 Permittee shall provide proof of the required levels of insurance and surety bond to the Director
8 within 60 days.~~

9 9. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts
10 as may be justly chargeable by said City as costs of inspection of said skybridge during any
11 reconstruction, repair, alteration or at other times under the direction of the (~~Board of Public~~
12 ~~Works)) Director and shall pay annually in advance to the City of Seattle on (~~bills rendered by~~
13 ~~the City Engineer)) statements or invoices rendered by the Director a fee for the privilege granted
14 and exercised hereunder of \$2,231.00 as established by Ordinance 119341. (~~of One Hundred~~
15 ~~Fifty Dollars (\$150) for the first initial year, which annual fee shall be increased or decreased~~
16 ~~from such base amount at the same rate as the rate of increase or decrease for the month of~~
17 ~~November in the Consumer Price Index issued by the United States Department of Labor for the~~
18 ~~Seattle-Everett area for All Urban Consumers, and subject to further revision as provided in~~
19 ~~Section 2 if the permission herein granted is renewed.)) Adjustments to the annual fee amount
20 shall be made in accordance with a term permit fee schedule adopted by the City Council by
21 ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
22 only increase or decrease the previous year's fee amount annually to reflect any inflationary
23 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
24 adjusting the previous year's fee amount by the percentage change between the two most recent
25 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area.~~~~~~



1 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to
2 the City Finance Director for credit to the Transportation Operating Fund.

3 * * *

4
5 Section 14. Sections 2, 6, 8 and 9 of Ordinance 107876, Northwest Kidney Center
6 Pedestrian Tunnel, as amended by Ordinances 119396 and 117591, are amended as follows:

7 * * *

8 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
9 period of (10) years from December 1, 1978 and shall cease and terminate at 11:59 p.m. on the
10 last day of the 10th year; provided, however, that upon application of the Permittee, the ((City
11 Council may by resolution)) Director of Transportation (“Director”) may renew said permit for
12 two successive ten year periods, provided further that the total term of the permission as
13 originally granted and thus extended shall not exceed thirty (30) years, subject to the right of the
14 City ((by each such resolution)) to revise upward or downward the fee hereinafter provided for in
15 Section 9 hereof and by ordinance to then revise any of the conditions contained herein. In the
16 event said permission is not renewed, or in the event the permission hereby granted extends to its
17 termination in thirty (30) years or that the City orders the removal of said pedestrian tunnel or
18 any portion thereof pursuant to the provisions of this ordinance, then within ninety (90) days after
19 its expiration or termination or prior to the date stated in an Order to Remove, as the case may be,
20 said permittee, its successors and assigns, shall remove said pedestrian tunnel and shall place
21 such portions of the surface and subsurface within the street rights of way as may have been
22 disturbed for any part of such pedestrian tunnel in as good condition for public use, and in as
23 good a condition in all respects, as the abutting portions thereof.

24 This grant is subject to the primary use by the City of Seattle of Broadway and Summit
25 Avenue for primary and secondary street uses, and the City expressly reserves the right to require
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1 the said permittee, its successors and assigns, to remove said pedestrian tunnel in case such
2 removal is at any time rendered necessary by the fact that use of the space occupied by said
3 pedestrian tunnel is convenient or required for, or if said pedestrian tunnel interferes with, any
4 primary or secondary use of such space by the City of Seattle, and a determination by the City
5 Council, by ordinance, that such space is so required for such primary or secondary use shall be
6 conclusive and final. Removal of such pedestrian tunnel shall then be accomplished within the
7 time specified in such ordinance and in such manner as to fully comply with all of the terms and
8 conditions of this ordinance.

9 This grant is subject, also, to the following conditions: (a) the existing cast iron pipe
10 watermain in Summit Avenue shall be replaced with ductile iron pipe, to extend ten (10) feet on
11 either side of the pedestrian tunnel; (b) three separate building permits shall be obtained from the
12 Building Department for the connection of the pedestrian tunnel to the proposed and existing
13 buildings, and for that portion of the pedestrian tunnel across private property.

14 * * *

15 6. The permissions hereby granted shall not be assignable or transferable by operation of
16 law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage, pledge or
17 encumber the same, separately or in connection with transactions involving the terminus
18 buildings or property without the consent of the ((City Council by resolution)) Director. The
19 Director may approve assignment and/or transferal of the permit to a successor entity in the case
20 of a change of name and/or ownership provided that the successor or assignee has demonstrated
21 its acceptance of all of the terms of the permission granted to the initial Permittee.

22 * * *

23 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
24 granted by this ordinance and until the pedestrian tunnel is entirely removed from its location as
25 described in Section 1 of the authorizing ordinance, or until discharged by order of the Director
26



1 ((of Seattle Transportation)) as provided in Section 3 of the authorizing ordinance, the Permittee
2 shall obtain and maintain in full force and effect, at its own expense, insurance policies which
3 protect the City from any and all claims and risks in conjunction with:

4 (a) reconstruction, operation, maintenance, use or existence of the tunnel permitted by
5 this ordinance and of any and all portions of the tunnel;

6 (b) the Permittee's activity upon or the use or occupation of the area described in Section
7 1 of the authorizing ordinance, as well as;

8 (c) any and all claims and risks in conjunction with and activity performed by the
9 Permittee by virtue of the permission granted by this ordinance.

10 Minimum insurance requirements shall be an occurrence form policy of commercial
11 general liability, placed with a company admitted and licensed to conduct business in
12 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
13 aggregate. Coverage shall specifically name the tunnel exposure. Coverage shall add by
14 endorsement The City of Seattle, its elected and appointed officers, officials, employees and
15 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
16 essentially that "except with respect to the limits of insurance, and any rights or duties
17 specifically assigned in this coverage part to the first named insured, this insurance applies as if
18 each named insured were the only named insured, and separately to each insured against whom
19 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
20 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
21 to the validity of this permit.

22 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such~~
23 ~~insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the~~
24 ~~Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be~~
25 ~~specified by the Risk Manager.)) The Director, in consultation with the City Risk Manager, may~~

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1 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
2 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
3 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

4 9. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts
5 as may be justly chargeable by said City as a cost of inspection of said pedestrian tunnel during
6 any reconstruction, repair, alteration or at other times, under the direction of the Director ((of
7 ~~Engineering~~)) and shall also pay annually in advance to the City of Seattle on ((bills)) statements
8 or invoices rendered by the Director ((of ~~Engineering~~)), a fee for the privilege granted and
9 exercised hereunder of ((~~One Thousand Eight Hundred Seventy Five Dollars (\$1875.00)~~) for each
10 ~~year of the permit, until November 30, 1998~~) \$2,069.00 as established by Ordinance 119396.
11 Adjustments to the annual fee amount shall be made in accordance with a term permit fee
12 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
13 absence of such a schedule, the Director may only increase or decrease the previous year's fee
14 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
15 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
16 percentage change between the two most recent year-end values available of the Consumer Price
17 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
18 Seasonally Adjusted. All payments shall be made to the City Finance ((~~Department~~)) Director
19 for credit of the ((~~General Fund~~)) Transportation Operating Fund.

20
21 Section 15. Sections 6, 10 and 11 of Ordinance 108036, Swedish Health Services d.b.a.
22 Swedish Medical Center/Providence Skybridge across 16th Avenue, as amended by Ordinances
23 117587, 119444 and 121491, are amended as follows:

24 * * *



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1 The City of Seattle, its elected and appointed officers, officials, employees and agents as
2 additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially
3 that "except with respect to the limits of insurance, and any rights or duties specifically assigned
4 in this coverage part to the first named insured, this insurance applies as if each named insured
5 were the only named insured, and separately to each insured against whom claim is made or suit
6 is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of
7 the full insurance policy endorsements attached thereto, and is a condition to the validity of this
8 permit.

9 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance
10 filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of
11 Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in
12 such amount as may be specified by the Risk Manager.))~~ The Director, in consultation with the
13 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
14 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
15 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
16 the Director within 60 days.

17 11. The Permittee, its successors and assigns, shall pay to the City of Seattle such
18 amounts as may be justly chargeable by said City as a cost of inspection of the pedestrian bridge
19 during any reconstruction, repair, alteration or at other times, under the direction of the Director
20 ~~((of Engineering))~~ and shall also pay annually in advance to the City of Seattle on ~~((bills
21 tendered))~~ statements or invoices rendered by the Director ~~((of Engineering))~~, a fee for the
22 privilege granted and exercised hereunder of \$1,798.00 until September 27, 2008 as established
23 by Ordinance 121491. All payments shall be made to the City Finance ~~((Department))~~ Director
24 for credit of the ~~((General Fund))~~ Transportation Operating Fund.



1 Section 16. Sections 2, 6, 10 and 11 of Ordinance 108920, Camlin Hotel, L. L. C. Tunnel,
2 are amended as follows:

3 * * *

4 2. The permission herein granted to the Permittee, and its successors and assigns as
5 approved pursuant to Section 6, shall be for a period of 10 years and shall cease and terminate at
6 11:59 p.m. on February 4, 1990, Provided, However, that upon application by the Permittee, the
7 (~~City Council may by resolution~~) Director of Transportation (“Director”) may renew this
8 permission for two successive ten periods, provided further that the total term of the permission
9 granted by this ordinance and subsequent extensions shall not exceed thirty (30) years.
10 (~~Renewals~~) Said permission shall be subject to the right of the (~~City, in each renewal~~
11 ~~resolution,~~) Director of Transportation to revise upward or downward the fee hereinafter
12 provided for in Section 11 and the City Council by ordinance to revise any of the conditions
13 contained herein. In the event that 1) permission is not renewed; 2) the permission hereby
14 granted extends to its termination in thirty (30) years; 3) the City orders the removal of the tunnel
15 or any portion thereof; or 4) the (~~Board of Public Works~~) Director determines that there has not
16 been compliance by Permittee with this ordinance, then within ninety (90) days after expiration
17 or termination of permission, or prior to the date stated in an Order to Remove, the Permittee, its
18 successors or assigns, shall remove the tunnel and shall place such portions of the surface within
19 the street rights of way as may have been disturbed for any part of the tunnel in as good condition
20 in all respects, as the abutting portions thereto.

21 This permission is subject to the primary use by the City of Seattle for the alley for
22 street use and the City expressly reserves the right to require the Permittee, its successors and
23 assigns, to remove the tunnel if such removal is at any time made necessary by the City’s need to
24 use the space occupied by the tunnel, or if the tunnel interferes with any primary or secondary
25 street use of such space by The City of Seattle. A determination by the City Council, by
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1 ordinance, that such space is required for street or a primary or secondary street use shall be
2 conclusive and final. Removal of such tunnel shall be accomplished within the time specified in
3 such ordinance and in such manner as to fully comply with all of the terms and conditions of this
4 ordinance.

5 * * *

6 6. The permission hereby granted shall not be assignable or transferable by operation of
7 law, nor shall the Permittee, its successors or assigns, assign, transfer, mortgage, pledge or
8 encumber the same, separately or in connection with transactions involving the terminus
9 buildings or property without the consent of the (~~City Council by resolution~~) Director of
10 Transportation ("Director"). The Director may approve assignment and/or transferal of the
11 permit to a successor entity in the case of a change of name and/or ownership provided that the
12 successor or assignee has demonstrated its acceptance of all of the terms of the permission
13 granted to the initial Permittee.

14 * * *

15 10. For as long as the Permittee, its successors and assigns, shall exercise any permissions
16 granted by this ordinance and until discharged by order of the (~~Board of Public Works~~) Director
17 as provided in Section 3 of this ordinance, it shall at its own expense maintain with the Director
18 (~~of Engineering~~) and keep on file with the City Clerk, general comprehensive policies of public
19 liability insurance, which policies must be approved by the City Attorney as to form and
20 coverage and which policies must fully protect the City from any and all claims and risks in
21 connection with (a) reconstruction, operation, maintenance, use, or existence of the tunnel
22 permitted by this ordinance and of any and all portions thereof, (b) Permittee's activity upon or
23 use or occupation of the areas described in Section 1 of this ordinance, as well as (c) any and all
24 claims and risks in connection with any activity performed by the Permittee by virtue of the
25 permission granted by this ordinance. Each such policy or policies must specifically name the
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1 City of Seattle as an additional insured party thereunder and provide the following minimum
2 coverages and minimum limits:

3 Minimum Coverage: General comprehensive liability for any injury, death, damage,
4 and/or loss of any sort sustained by any person, organization, or corporation (including any
5 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
6 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
7 with (a) operation, maintenance, use or existence of the tunnel permitted by this ordinance and
8 any and all portions thereof, (b) any activity upon or use or occupancy of the area described in
9 Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
10 permission granted pursuant to this ordinance:

11 Minimum Limits: (Primary and excess) – not less than those otherwise carried by
12 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and
13 annual aggregate/with no deductible.

14 Each such policy or endorsement thereto must contain the following provisions:

15 “The City of Seattle is named as an additional insured for all coverage provided by this
16 policy of insurance and shall be fully and completely protected by this policy for all risks and for
17 any and every injury, death, damage and loss of any sort sustained by any person, organization or
18 corporation (including any liability of the City to Permittee, (~~the Vance Corporation~~) Camlin
19 Hotel, L.L.C., its successors and assigns, any of its employees and/or agents and any liability of
20 Permittee for such to the City of Seattle, its officers, agents and employees) in connection with
21 (a) operation, maintenance, use or existence of the tunnel and any appurtenance thereto,
22 permitted by the City of Seattle ordinance granting (~~the Vance Corporation~~) Camlin Hotel,
23 L.L.C. permission to operate and maintain a tunnel under and across the alley between Eighth
24 and Ninth Avenues north of Pine Street, (b) activities of (~~the Vance Corporation~~) Camlin Hotel,
25 L.L.C., its successors and assigns, upon use or occupation of the areas described in Section 1 of
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1 the authorizing ordinance, as well as (c) any activity performed by ~~((the Vance Corporation))~~
2 Camlin Hotel, L.L.C., its successors and assigns by virtue of the permission granted by the
3 aforesaid ordinance.

4 “The coverage provided by this policy to the City of Seattle or any other named insured
5 shall not be terminated, reduced or otherwise changed in any respect without providing at least
6 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ~~((Engineering))~~
7 Transportation.”

8 ~~((Whenever in the judgment of the Mayor of The City of Seattle, such insurance filed
9 pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle,
10 the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as
11 may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
12 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
13 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
14 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

15 Notwithstanding the provisions of Section 12, the permission granted by this ordinance
16 shall not become effective unless and until a policy of insurance has been delivered, approved
17 and filed as provided in this Section 10.

18 11. The Permittee, its successors and assigns shall pay to the City of Seattle such amounts
19 as may be justly chargeable by said City as a cost of inspection of the tunnel during any
20 reconstruction, repair, alteration or at other times, under the direction of the ~~((Board of Public
21 Works))~~ Director and shall also pay annually in advance to the City of Seattle on ~~((bills
22 tendered))~~ statements or invoices rendered by the Director ~~((of Engineering))~~, a fee for the
23 privilege granted and exercised hereunder of ~~((One Hundred Thirty Three Dollars (\$133.00)))~~
24 \$648.00 as established by Resolution 28276. ~~((for the initial year, which annual fee shall be
25 increased or decreased from such base amount at the same rate of increase or decrease as of the~~



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1 ~~month of JULY in the Consumer Price Index issued by the United States Department of Labor~~
2 ~~for the Seattle Everett area for all Urban Consumers, and subject to further revision as provided~~
3 ~~in Section 2 if the permission herein granted is renewed.))~~ At the end of this period, adjustments
4 to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by
5 the City Council by ordinance and may be adjusted every year. In the absence of such a schedule,
6 the Director may only increase or decrease the previous year's fee amount annually to reflect any
7 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
8 calculated by adjusting the previous year's fee amount by the percentage change between the two
9 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
10 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
11 shall be made to the City Finance Director for credit to the Transportation Operating Fund.

12
13 Section 17. Sections 2, 4, 6 and 10 of Ordinance 109143, Pacific Northwest Bell Seneca
14 Street Tunnel, as amended by Ordinance 120506, are amended as follows:

15 * * *

16 2. The permission granted shall be for a period of ten (10) years from July 6, 1980 and
17 shall terminate at 11:59:59 p.m. on July 5, 1990, but upon application by the Permittee, the ((City
18 Council may by resolution)) Director of Transportation ("Director") may extend the term for
19 each of two successive ten year periods, with the last extension expiring July 5, 2010 at 11:59:59
20 p.m. ((When extending the term, the City may by resolution)) The Director may revise the fee
21 upward or downward, and the City Council by ordinance, revise any of the provisions and
22 conditions herein.

23 The Permittee, its successors and assigns, shall remove the tunnel and place any of the
24 surface of the street, which may have been disturbed, in as good a condition in all respects as the
25 surrounding portions, within ninety (90) days if: (a) the permission conferred expires or is
26



1 terminated; (b) the City by ordinance orders the removal of the tunnel pursuant to Section 3; or
2 (c) the ((Board of Public Works)) Director determines that the Permittee, its successor or assign
3 has not complied with this ordinance and orders the Permittee, its successor and assign to remove
4 the same. The removal and restoration shall be accomplished within ninety (90) days, but if for
5 cause, the City sets a more immediate date, the removal and restoration shall be completed by the
6 earlier stipulated date. When deemed in the public interest, the ((Board)) Director may, in ((its))
7 his or her discretion, excuse the Permittee, its successors and assigns, from all or part of its duty
8 to remove the tunnel and restore the street.

9 This permission is subject to the primary use by the City of Seattle of said Seneca Street
10 for street use and the City expressly reserves the right to require the Permittee, its successors and
11 assigns, to remove the tunnel if such removal is at any time made necessary by the City's need to
12 use the space occupied by the tunnel, or if the tunnel interferes with any primary or secondary
13 street use of such space by the City of Seattle. A determination by the City Council, by
14 ordinance, that such space is required for street or a primary or secondary street use shall be
15 conclusive and final. Removal of such tunnel shall be accomplished within the time specified in
16 such ordinance and in such manner as to fully comply with all of the terms and conditions of this
17 ordinance.

18 * * *

19 4. The Permittee by its acceptance of this ordinance and the permission hereby granted,
20 does covenant and agree for itself, its successors and assigns, to at all times protect and save
21 harmless the City of Seattle from all claims, actions, suits, liability, loss, costs, expense or
22 damages of any kind and description which may accrue to, or be suffered by, any person or
23 persons (including without limitation, damage or injury to the Permittee, its officers, agents,
24 employees, contractors, invitees, licensees or their successors and assigns), by reason of the
25 reconstruction, relocation, replacement, readjustment, repair, maintenance, operation or use of
26



1 the tunnel, or the improper occupation or use of the areas described in Section 1 or any portion
2 thereof, or by reason of anything that has been done, or may at any time be done, by the
3 Permittee, its successors or assigns, by reason of this ordinance, or by reason of the Permittee, its
4 successors or assigns, failing or refusing to strictly comply with each and every provision of this
5 ordinance; and if any such suit, action, or claim shall be filed, instituted or begun against the
6 City, the Permittee, its successors and assigns, shall, upon notice thereof from the City defend the
7 same at its or their sole cost and expense, and in case judgment shall be rendered against the City
8 in any suit or action, Permittee, its successors and assigns, shall fully satisfy the judgment within
9 ninety (90) days after such action or suit shall have been finally determined, if determined
10 adversely to the City.

11 The Director, in consultation with the City Risk Manager, may adjust minimum levels of
12 liability insurance and surety bond requirements. The Director shall notify the Permittee of the
13 new requirements in writing. Upon receipt, the Permittee shall provide proof of the required
14 levels of insurance and surety bond to the Director within 60 days.

15 * * *

16 6. The permission hereby granted shall not be assignable or transferable by operation of
17 law, nor shall the Permittee, its successors or assigns, assign, transfer, mortgage, pledge or
18 encumber the same, separately or in connection with transactions involving the terminal
19 buildings or properties without the consent of the ((City Council by resolution.)) Director. The
20 Director may approve assignment and/or transferal of the permit to a successor entity in the case
21 of a change of name and/or ownership provided that the successor or assignee has demonstrated
22 its acceptance of all of the terms of the permission granted to the initial Permittee.

23 * * *

24 10. The Permittee, its successors and assigns, shall pay to the City such amounts as may
25 be justly chargeable by said City as costs of inspection of said tunnel during construction,
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1 reconstruction, repair, annual structural inspections, and at other times under the direction of the
2 Director (~~(of Transportation)~~) and in addition shall promptly pay to the City in advance upon
3 statements rendered by the Director (~~(of Transportation)~~) an annual fee for the privileges granted
4 and exercised hereunder of Two Thousand Ninety-One Dollars (\$2,091.00) for each of the first
5 five years of the renewal period between July 6, 2000 and July 5, 2010. (~~The fee will then be~~
6 ~~evaluated by the City and a new fee will be established by resolution of the City Council for each~~
7 ~~succeeding five years of the permit.~~) At the end of this period, adjustments to the annual fee
8 amount shall be made in accordance with a term permit fee schedule adopted by the City Council
9 by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
10 only increase or decrease the previous year's fee amount annually to reflect any inflationary
11 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
12 adjusting the previous year's fee amount by the percentage change between the two most recent
13 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
14 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
15 City Finance Director for credit to the (~~(General Fund)~~) Transportation Operating Fund.

16 * * *

17
18 Section 18. Sections 2, 8, 10 and 11 of Ordinance 109558, Howard Anderson Vehicle
19 Tunnel, as amended by Ordinance 120505 are amended as follows:

20 * * *

21 2. The permission granted to the Permittee shall be for a period of ten (10) years,
22 commencing October 1, 1980, and terminating at 11:59 p.m. on the last day of the tenth year;
23 provided, upon application of the Permittee, the (~~(City Council may by resolution)~~) Director of
24 Transportation ("Director") may renew said permit for two successive ten year periods up to a
25 maximum of thirty (30) years from October 1, 1980; (~~and any such resolution may~~) subject to
26



1 the right of the City to revise any of the terms and conditions of this ordinance including, among
2 others, the fee provided by Section 11. The foregoing grant of permission is contingent upon its
3 prompt acceptance by the Permittee as provided in Section 13. In the event that:

4 (a) the permission extends to its termination, or

5 (b) the City of Seattle (called "the City") required removal of the tunnel pursuant to the
6 provisions of this ordinance, or

7 (c) the ~~((Board of Public Works))~~ Director or a successor body or official of City
8 government ~~((call "the Board"))~~ determines that conditions of this ordinance have been violated,

9 then within ninety (90) days after such expiration, termination or determination of the
10 ~~((Board))~~ Director, or prior to the date stated in an Order to Remove, as the case may be, the
11 Permittee shall remove the tunnel and shall place all portions of the alley that may have been
12 disturbed for any part of the structure, in as good condition for public use as they were prior to
13 construction, and, in at least as good condition in all respects as the abutting portions thereof.

14 Whereupon, the ~~((Board of Public Works))~~ Director shall issue a certificate discharging
15 Permittee from responsibilities under this ordinance for occurrences after the date of such
16 discharge.

17 * * *

18 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
19 granted by this ordinance and until the tunnel is entirely removed from its location as described
20 in Section 1, or until discharged by order of the Director ~~((of Seattle Transportation))~~ as provided
21 in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at
22 its own expense, insurance policies which protect the City from any and all claims and risks of
23 any loss from perils which can be insured against under general liability insurance contracts and
24 fire insurance contracts, including any extended coverage endorsements thereto which ~~((area))~~
25 are customarily available from time to time, in conjunction with:



1 (a) construction, reconstruction, operation, maintenance, use or existence of the tunnel
2 permitted by this ordinance and of any and all portions of the tunnel;

3 (b) Permittee's activity upon or the use or occupation of the area described in Section 1 of
4 this ordinance, as well as;

5 (c) any and all claims and risks in conjunction with and activity performed by the
6 Permittee by virtue of the permission granted by this ordinance.

7 Minimum insurance requirements shall be a policy of comprehensive commercial general
8 liability of a form acceptable to the City. The City will require insurance coverage to be placed
9 with a company admitted and licensed to conduct business in Washington State, except that if it
10 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
11 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall
12 specifically name the tunnel exposure. Coverage shall add by endorsement The City of Seattle,
13 its elected and appointed officers, officials, employees and agents as additional insured.
14 Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with
15 respect to the limits of insurance, and any rights or duties specifically assigned in this coverage
16 part to the first named insured, this insurance applies as if each named insured were the only
17 named insured, and separately to each insured against whom claim is made or suit is brought."
18 Evidence of current coverage shall be submitted to the City in the form of a photocopy of the
19 insurance policy declaration page, indicating all endorsements attached thereto, and is a condition
20 to the validity of this permit.

21 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such~~
22 ~~insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the~~
23 ~~Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be~~
24 ~~specified by the Risk Manager.))~~ The Director, in consultation with the City Risk Manager, may
25 adjust minimum levels of liability insurance and surety bond requirements. The Director shall



1 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
2 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

3 * * *

4 10. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
5 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
6 The Director may approve assignment and/or transferal of the permit to a successor entity in the
7 case of a change of name and/or ownership provided that the successor or assignee has
8 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
9 If permission be granted, the assignee or transferee shall be bound by all of the terms and
10 conditions of this ordinance.

11 The permission conferred by this ordinance shall not be assignable or transferable by
12 operation of law.

13 11. The Permittee, its successors and assigns, shall pay to the City of Seattle such
14 amounts as may be justly chargeable by said City as a cost of inspection of said tunnel during
15 construction, reconstruction, repair, annual structural inspections, and at other times, under the
16 direction of the Director ~~((of Transportation))~~ and shall also pay annually in advance to the City
17 of Seattle on statements or invoices rendered by the Director ~~((of Transportation))~~ an annual fee
18 for the privileges granted and exercised hereunder of Six Hundred Forty-One (\$641.00) ~~((for~~
19 ~~each of the first five years of the renewal period between October 1, 2000 and September 30,~~
20 ~~2010)).~~ ~~((The fee will then be evaluated by the City and a new fee will be established by~~
21 ~~resolution of the City Council for each succeeding five years of the permit.))~~ Adjustments to the
22 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
23 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
24 Director may only increase or decrease the previous year's fee amount annually to reflect any
25 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
26



1 calculated by adjusting the previous year's fee amount by the percentage change between the two
2 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
3 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
4 shall be made to the City Finance Director for credit of the ((General Fund)) Transportation
5 Operating Fund.

6
7 Section 19. Sections 2, 8, 10 and 11 of Ordinance 109601, Urban/Four Seasons Hotel
8 Venture Tunnel, as amended by Ordinance 120507, are amended as follows:

9 * * *

10 2. The permission granted to the Permittee shall be for a period of ten (10) years,
11 commencing on November 1, 1980, and terminating at 11:59 p.m. on the last day of the tenth
12 year; provided, upon application of the Permittee, the ((City Council may by resolution)) Director
13 of Transportation ("Director") may extend the initial period from two successive ten-year periods
14 up to a maximum of thirty (30) years from November 1, 1980; and ((any such resolution)) may
15 revise any of the terms and conditions of this ordinance including, among others, the fee
16 provided by Section 11. In the event that:

17 (a) the permission extends to its termination, or

18 (b) the City of Seattle (called "the City") required removal of the tunnel pursuant to the
19 provisions of this ordinance, or

20 (c) the ((Board of Public Works)) Director or a successor body or official of City
21 government (((call "the Board"))) determines that conditions of this ordinance have been violated,
22 then within ninety (90) days after such expiration, termination or determination of the ((Board))
23 Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee
24 shall remove the tunnel and shall place all portions of the street that may have been disturbed for
25 any part of the structure, in as good condition in all respects as the abutting portions thereof.



1 Whereupon, the ~~((Board of Public Works))~~ Director shall issue a certificate discharging
2 Permittee from responsibilities under this ordinance for occurrences after the date of such
3 discharge.

4 * * *

5 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
6 granted by this ordinance and until the tunnel is entirely removed from its location as described
7 in Section 1, or until discharged by order of the Director ~~((of Seattle Transportation))~~ as provided
8 in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at
9 its own expense, insurance policies which protect the City from any and all claims and risks of
10 any loss from perils which can be insured against under general liability insurance contracts and
11 fire insurance contracts, including any extended coverage endorsements thereto which ~~((area))~~
12 are customarily available from time to time, in conjunction with:

13 (a) construction, reconstruction, operation, maintenance, use or existence of the tunnel
14 permitted by this ordinance and of any and all portions of the tunnel;

15 (b) Permittee's activity upon or the use or occupation of the area described in Section 1 of
16 this ordinance, as well as;

17 (c) any and all claims and risks in conjunction with and activity performed by the
18 Permittee by virtue of the permission granted by this ordinance.

19 Minimum insurance requirements shall be a policy of comprehensive commercial general
20 liability of a form acceptable to the City. The City will require insurance coverage to be placed
21 with a company admitted and licensed to conduct business in Washington State, except that if it
22 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
23 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall
24 specifically name the tunnel exposure. Coverage shall add by endorsement The City of Seattle,
25 its elected and appointed officers, officials, employees and agents as additional insured.



1 Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with
2 respect to the limits of insurance, and any rights or duties specifically assigned in this coverage
3 part to the first named insured, this insurance applies as if each named insured were the only
4 named insured, and separately to each insured against whom claim is made or suit is brought."
5 Evidence of current coverage shall be submitted to the City in the form of a photocopy of the
6 insurance policy declaration page, indicating all endorsements attached thereto, and is a condition
7 to the validity of this permit.

8 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance
9 filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City
10 of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as
11 may be specified by the Risk Manager.))~~ The Director, in consultation with the City Risk
12 Manager, may adjust minimum levels of liability insurance and surety bond requirements. The
13 Director shall notify the Permittee of the new requirements in writing. Upon receipt, the
14 Permittee shall provide proof of the required levels of insurance and surety bond to the Director
15 within 60 days.

16 * * *

17 10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
18 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
19 The Director may approve assignment and/or transfer of the permit to a successor entity in the
20 case of a change of name and/or ownership provided that the successor or assignee has
21 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
22 If permission be granted, the assignee or transferee shall be bound by all of the terms and
23 conditions of this ordinance.

24 11. The Permittee, its successors and assigns, shall pay to the City such amounts as may
25 be justly chargeable by said City as costs of inspection of said tunnel during construction,
26
27



1 reconstruction, repair, annual structural inspections, and at other times under the direction of the
2 Director (~~of Transportation~~) and in addition shall promptly pay to the City in advance upon
3 statements rendered by the Director (~~of Transportation~~) an annual fee for the privileges granted
4 and exercised hereunder of Two Thousand Six Hundred One Dollars (\$2,601.00). (~~for each of~~
5 ~~the first five years of the renewal period between November 1, 2000 and October 31, 2010. The~~
6 ~~fee will then be evaluated by the City and a new fee will be established by resolution of the City~~
7 ~~Council for each succeeding five years of the permit.~~) Adjustments to the annual fee amount
8 shall be made in accordance with a term permit fee schedule adopted by the City Council by
9 ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
10 only increase or decrease the previous year's fee amount annually to reflect any inflationary
11 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
12 adjusting the previous year's fee amount by the percentage change between the two most recent
13 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
14 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
15 City Finance Director for credit to the (~~General Fund~~) Transportation Operating Fund.

16 * * *

17
18 Section 20. Sections 2, 8, 10 and 11 of Ordinance 109660, Grange Insurance Association
19 Skybridge, as amended by Ordinance 120503, are amended as follows:

20 * * *

21 2. The permission granted to the Permittee shall be for a period of ten (10) years,
22 commencing on December 1, 1980, and terminating at 11:59 p.m. on the last day of the tenth
23 year; Provided, upon application of the Permittee, the (~~City Council may by resolution~~)
24 Director of Transportation ("Director") may extend the initial period for two successive ten-year
25 periods up to a maximum of thirty (30) years from December 1, 1980; and (~~any such resolution~~)



1 may revise any of the terms and conditions of this ordinance including, among others, the fee
2 provided by Section 11. The foregoing grant of permission is contingent upon its prompt
3 acceptance by the Permittee as provided in Section 13. In the event that:

4 (a) the permission extends to its termination, or

5 (b) the City of Seattle (called "the City") required removal of the skybridge pursuant to
6 the provisions of this ordinance, or

7 (c) the ~~((Board of Public Works))~~ Director or a successor body or official of City
8 government ~~((called "the Board"))~~ determines that conditions of this ordinance have been
9 violated,

10 then within ninety (90) days after such expiration, termination or determination of the
11 ~~((Board))~~ Director, or prior to the date stated in an Order to Remove, as the case may be, the
12 Permittee shall remove the skybridge and shall place all portions of the street that may have been
13 disturbed for any part of the structure, in as good condition for public use as they were prior to
14 construction, and, in at least as good condition in all respects as the abutting portions thereof.

15 Whereupon, the ~~((Board of Public Works))~~ Director shall issue a certificate discharging
16 Permittee from responsibilities under this ordinance for occurrences after the date of such
17 discharge.

18 * * *

19 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
20 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
21 as described in Section 1, or until discharged by order of the Director as provided in Section 2 of
22 this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own
23 expense, insurance policies which fully protect the City from any and all claims and risks of any
24 loss from perils which can be insured against under general liability insurance contracts and fire
25



1 insurance contracts, including any extended coverage endorsements thereto which ((area)) are
2 customarily available from time to time, in conjunction with:

3 (a) construction, reconstruction, operation, maintenance, use or existence of the
4 pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian
5 skybridge;

6 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
7 of this ordinance, as well as;

8 (c) any and all claims and risks in conjunction with and activity performed by the
9 Permittee by virtue of the permission granted by this ordinance.

10 Minimum insurance requirements shall be a policy of comprehensive commercial general
11 liability of a form acceptable to the City. The City will require insurance coverage to be placed
12 with a company admitted and licensed to conduct business in Washington State, except that if it
13 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
14 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
15 Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add
16 by endorsement The City of Seattle, its elected and appointed officers, officials, employees and
17 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
18 essentially that "except with respect to the limits of insurance, and any rights or duties
19 specifically assigned in this coverage part to the first named insured, this insurance applies as if
20 each named insured were the only named insured, and separately to each insured against whom
21 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
22 the form of a photocopy of the insurance policy declaration page, indicating all endorsements
23 attached thereto, and is a condition to the validity of this permit.

24 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
25 ~~filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City~~
26



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1 of Seattle, ~~the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as~~
2 ~~may be specified by the Risk Manager.))~~ The Director, in consultation with the City Risk
3 Manager, may adjust minimum levels of liability insurance and surety bond requirements. The
4 Director shall notify the Permittee of the new requirements in writing. Upon receipt, the
5 Permittee shall provide proof of the required levels of insurance and surety bond to the Director
6 within 60 days.

7 10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
8 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
9 The Director may approve assignment and/or transferal of the permit to a successor entity in the
10 case of a change of name and/or ownership provided that the successor or assignee has
11 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
12 If permission be granted, the assignee or transferee shall be bound by all of the terms and
13 conditions of this ordinance.

14 The permission conferred by this ordinance shall not be assignable or transferable by
15 operation of law.

16 11. The Permittee, its successors and assigns, shall pay to the City such amounts as may
17 be justly chargeable by said City as costs of inspection of said pedestrian skybridge during
18 construction, reconstruction, repair, annual structural inspections, and at other times under the
19 direction of the Director ~~((of Transportation))~~ and in addition shall promptly pay to the City in
20 advance upon statements rendered by the Director ~~((of Transportation))~~ an annual fee for the
21 privileges granted and exercised hereunder of Four Hundred Sixty-Five Dollars (\$465.00). ~~((for~~
22 ~~each of the first five years of the renewal period between December 1, 2000, and November 30,~~
23 ~~2010. The fee will then be evaluated by the City and a new fee will be established by resolution~~
24 ~~of the City Council for each succeeding five years of the permit. All payments shall be made to~~
25 ~~the City Finance Director for credit to the General Fund.))~~ Adjustments to the annual fee amount



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

9 * * *

10
11 Section 21. Sections 2, 8, 10 and 11 of Ordinance 109661, Boeing Company Tunnels, as
12 amended by Ordinance 120504, are amended as follows:

13 * * *

14 2. The permission granted to the Permittee shall be for a period of ten (10) years,
15 commencing on November 11, 1980, and terminating at 11:59 p.m. on the last day of the tenth
16 year; Provided, upon application of the Permittee, the ((City Council may by resolution))
17 Director of Transportation ("Director") may extend the initial period for two successive ten-year
18 periods up to a maximum of thirty (30) years from December 1, 1980; and ((any such resolution))
19 may revise any of the terms and conditions of this ordinance including, among others, the fee
20 provided by Section 11. The foregoing grant of permission is contingent upon its prompt
21 acceptance by the Permittee as provided in Section 13. In the event that:

22 (a) the permission extends to its termination, or

23 (b) the City of Seattle (called "the City") required removal of the tunnels pursuant to the
24 provisions of this ordinance, or



1 (c) the (~~(Board of Public Works)~~) Director or a successor body or official of City
2 government (~~((called "the Board"))~~) determines that conditions of this ordinance have been
3 violated,

4 then within ninety (90) days after such expiration, termination or determination of the
5 (~~(Board)~~) Director, or prior to the date stated in an Order to Remove, as the case may be, the
6 Permittee shall remove the tunnels and shall place all portions of the street that may have been
7 disturbed for any part of the structures, in as good condition for public use as they were prior to
8 construction, and, in at least as good condition in all respects as the abutting portions thereof.

9 Whereupon, the (~~(Board of Public Works)~~) Director shall issue a certificate discharging
10 Permittee from responsibilities under this ordinance for occurrences after the date of such
11 discharge.

12 * * *

13 8. For as long as the Permittee, its successors and assigns, shall exercise any permission
14 granted by this ordinance and until the tunnels are entirely removed from their locations as
15 described in Section 1, or until discharged by order of the Director (~~((of Seattle Transportation))~~)
16 as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force
17 and effect, at its own expense, insurance policies which fully protect the City from any and all
18 claims and risks of any loss from perils which can be insured against under general liability
19 insurance contracts and fire insurance contracts, including any extended coverage endorsements
20 thereto which (~~(area)~~) are customarily available from time to time, in conjunction with:

21 (a) construction, reconstruction, operation, maintenance, use or existence of the tunnels
22 permitted by this ordinance and of any and all portions of the tunnels;

23 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
24 of this ordinance, as well as;



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

3 Minimum insurance requirements shall be a policy of comprehensive commercial general
4 liability of a form acceptable to the City. The City will require insurance coverage to be placed
5 with a company admitted and licensed to conduct business in Washington State, except that if it
6 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
7 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
8 Coverage shall specifically name the tunnel exposure. Liability coverage shall add by
9 endorsement The City of Seattle, its elected and appointed officers, officials, employees and
10 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
11 essentially that "except with respect to the limits of insurance, and any rights or duties
12 specifically assigned in this coverage part to the first named insured, this insurance applies as if
13 each named insured were the only named insured, and separately to each insured against whom
14 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
15 the form of a photocopy of the insurance policy declaration page, indicating all endorsements
16 attached thereto, and is a condition to the validity of this permit.

17 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
18 ~~filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City~~
19 ~~of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as~~
20 ~~may be specified by the Risk Manager.)) The Director, in consultation with the City Risk
21 Manager, may adjust minimum levels of liability insurance and surety bond requirements. The
22 Director shall notify the Permittee of the new requirements in writing. Upon receipt, the
23 Permittee shall provide proof of the required levels of insurance and surety bond to the Director
24 within 60 days.~~



1 10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
2 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
3 The Director may approve assignment and/or transferal of the permit to a successor entity in the
4 case of a change of name and/or ownership provided that the successor or assignee has
5 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
6 If permission be granted, the assignee or transferee shall be bound by all the terms and conditions
7 of this ordinance.

8 The permission conferred by this ordinance shall not be assignable or transferable by
9 operation of law.

10 11. The Permittee, its successors and assigns, shall pay to the City such amounts as may
11 be justly chargeable by said City as costs of inspection of said tunnels during construction,
12 reconstruction, repair, annual structural inspections, and at other times under the direction of the
13 Director of Transportation and in addition shall promptly pay to the City in advance upon
14 statements rendered by the Director ~~((of Transportation))~~ an annual fee for the privileges granted
15 and exercised hereunder of One Thousand Five Hundred Ninety One Dollars (\$1,591.00). ~~((for~~
16 ~~each of the first five years of the renewal period between November 11, 2000, and November 10,~~
17 ~~2010. The fee will then be evaluated by the City and a new fee will be established by resolution~~
18 ~~of the City Council for each succeeding five years of the permit. All payments shall be made to~~
19 ~~the City Finance Director for credit to the General Fund.))~~ Adjustments to the annual fee amount
20 shall be made in accordance with a term permit fee schedule adopted by the City Council by
21 ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
22 only increase or decrease the previous year's fee amount annually to reflect any inflationary
23 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
24 adjusting the previous year's fee amount by the percentage change between the two most recent
25 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area.



1 All Urban Consumers. All Products. Not Seasonally Adjusted. All payments shall be made to
2 the City Finance Director for credit to the Transportation Operating Fund.

3 * * *

4
5 Section 22. Sections 2, 10 and 11 of Ordinance 109848, Seattle Westin Hotel Skybridge,
6 as amended by Ordinance 118103, are amended as follows:

7 * * *

8 2. The permission granted to the Permittee shall be for a period of ten (10) years,
9 commencing on January 2, 1981, and terminating at 11:59 p.m. on the last day of the tenth year;
10 provided, upon application of the Permittee, the ~~((City Council may by resolution))~~ Director of
11 Transportation ("Director") may extend the initial period for two successive ten year periods up
12 to a maximum of thirty (30) years from January 2, 1981; ~~((and any such resolution may revise~~
13 any of the terms and conditions of this ordinance including, among others, the fee provided by
14 Section 11.)) subject to the right of the City to revise the fee schedule provided for in Section 11
15 hereof, and by ordinance to then revise any of the terms and conditions contained herein. The
16 foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as
17 provided in Section 13. In the event that:

18 (a) the permission extends to its termination, or

19 (b) the City of Seattle (called "the City") required removal of the skybridge pursuant to
20 the provisions of this ordinance, or

21 (c) the ~~((Board of Public Works))~~ Director or a successor body or official of City
22 government ~~((called "the Board"))~~ determines that conditions of this ordinance have been
23 violated,

24 then within ninety (90) days after such expiration, termination or determination of the
25 ~~((Board))~~ Director, or prior to the date stated in an Order to Remove, as the case may be, the

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1 Permittee shall remove the skybridge and shall place all portions of the street that may have been
2 disturbed for any part of the structure, in as good condition for public use as they were prior to
3 construction, and, in at least as good condition in all respects as the abutting portions thereof.

4 Whereupon, the (~~Board of Public Works~~) Director shall issue a certificate discharging
5 Permittee from responsibilities under this ordinance for occurrences after the date of such
6 discharge.

7 * * *

8 10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
9 conferred by this ordinance without the consent of the (~~City Council by resolution~~) Director.

10 The Director may approve assignment and/or transfer of the permit to a successor entity in the
11 case of a change of name and/or ownership provided that the successor or assignee has
12 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

13 If permission be granted, the assignee or transferee shall be bound by all of the terms and
14 conditions of this ordinance.

15 The permission conferred by this ordinance shall not be assignable or transferable by
16 operation of law.

17 11. The Permittee, its successors and assigns, shall pay to the City of Seattle such
18 amounts as may be justly chargeable by said City as a cost of inspection of said skybridge during
19 any reconstruction, repair, alteration or at other times, under the direction of the Director (~~of~~
20 ~~Engineering~~), and in addition shall pay annually in advance to the City of Seattle, upon (~~bills~~)
21 statements or invoices rendered by the Director (~~of Engineering~~), a fee for the privilege granted
22 and exercised hereunder of Six Thousand Two Hundred Six Dollars (\$6,206.00) for each year of
23 the permit (~~until January 1, 2001~~) as established by Ordinance 118103. Adjustments to the
24 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
25 City Council by ordinance and may be adjusted every year. In the absence of such a schedule,



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1 the Director may only increase or decrease the previous year's fee amount annually to reflect any
2 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
3 calculated by adjusting the previous year's fee amount by the percentage change between the two
4 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
5 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
6 shall be made to the City Finance Director for credit to the ((General Fund)) Transportation
7 Operating Fund.

8 * * *

9
10 Section 23. Sections 2 and 8 of Ordinance 109975, King County Tunnels Under 9th
11 Avenue, are amended as follows:

12 * * *

13 2. The permission granted to the Permittee shall be for a period of ten (10) years,
14 commencing on April 19, 1981, and terminating at 11:59 p.m. on the last day of the tenth year;
15 Provided, upon application of the Permittee, the ((City Council may by resolution)) Director of
16 Transportation ("Director") may extend the initial period for two successive ten-year periods up
17 to a maximum of thirty (30) years from April 19, 1981; ((and any such resolution may revise any
18 of the terms and conditions of this ordinance.)) subject to the right of The City of Seattle ("City")
19 by ordinance to then revise any of the terms and conditions contained herein.

20 * * *

21 8. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
22 conferred by this ordinance without the consent of the ((City Council by resolution)) Director.
23 The Director may approve assignment and/or transfer of the permit to a successor entity in the
24 case of a change of name and/or ownership provided that the successor or assignee has
25 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.



1 If permission be granted, the assignee or transferee shall be bound by all of the terms and
2 conditions of this ordinance.

3 The permission conferred by this ordinance shall not be assignable or transferable by
4 operation of law.

5 • * *

6 •

7 Section 24. Sections 2, 9, 11 and 12 of Ordinance 110596, Sixth and Virginia Properties
8 Skybridge, as amended by Ordinance 118760 are amended as follows:

9 * * *

10 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
11 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
12 p.m. on the last day of the tenth year; provided, however, that upon written application of the
13 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
14 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
15 provided further that the total term of the permission as originally granted and thus extended
16 shall not exceed thirty years, subject to the right of the ~~((City, by each such resolution,))~~ Director
17 to revise the fee provided for in Section 12 hereof, and by ordinance to then revise any of the
18 terms and conditions contained herein.

19 * * *

20 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
21 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
22 as described in Section 1, or until discharged by order of the Director as provided in Section 7 of
23 this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own
24 expense, insurance policies which protect the City from any and all claims and risks in
25 conjunction with:



1 (a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge
2 permitted by this ordinance and of any and all portions of the pedestrian skybridge;

3 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
4 of this ordinance, as well as;

5 (c) any and all claims and risks in conjunction with and activity performed by the
6 Permittee by virtue of the permission granted by this ordinance.

7 Minimum insurance requirements shall be a policy of comprehensive commercial general
8 liability of a form acceptable to the City. The City will require insurance coverage to be placed
9 with a company admitted and licensed to conduct business in Washington State, except that if it
10 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
11 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall
12 specifically name the pedestrian skybridge exposure. Liability coverage shall add by endorsement
13 The City of Seattle, its elected and appointed officers, officials, employees and agents as
14 additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially
15 that "except with respect to the limits of insurance, and any rights or duties specifically assigned
16 in this coverage part to the first named insured, this insurance applies as if each named insured
17 were the only named insured, and separately to each insured against whom claim is made or suit
18 is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of
19 the full insurance policy with all endorsements attached thereto, and is a condition to the validity
20 of this permit.

21 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
22 ~~filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City~~
23 ~~of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as~~
24 ~~may be specified by the Risk Manager.))~~ The Director of Transportation ("Director"), in
25 consultation with the City Risk Manager, may adjust minimum levels of liability insurance and
26



1 surety bond requirements. The Director shall notify the Permittee of the new requirements in
2 writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and
3 surety bond to the Director within 60 days.

4 * * *

5 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
6 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
7 The Director may approve assignment and/or transferal of the permit to a successor entity in the
8 case of a change of name and/or ownership provided that the successor or assignee has
9 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

10 If permission is granted, the assignee or transferee shall be bound by all of the terms and
11 conditions of this ordinance.

12 The permission conferred by this ordinance shall not be assignable or transferable by
13 operation of law.

14 12. ~~((The Permittee shall promptly pay to the City in advance upon statements rendered~~
15 ~~by the Director of Engineering, an annual fee of Two Hundred Fifty Five Dollars (\$255.00),~~
16 ~~(hereinafter called the "base rate") for the first year, and for the remaining years said base rate~~
17 ~~shall be adjusted annually by an appropriate index to reflect the purchasing power of money. As~~
18 ~~long as practical the Consumer Price Index issued by the United States of America, Department~~
19 ~~of Labor, Bureau of Labor Statistics for the Seattle Everett, Washington area for all urban~~
20 ~~consumers for all items, shall be used, and adjustments shall be calculated using the nearest~~
21 ~~index figures preceding the effective date of this ordinance and the applicable respective~~
22 ~~anniversary date, and if the index's current 1967 base is converted to a later period by~~
23 ~~comparable figures using the revised base. All payments shall be made to the City Treasurer for~~
24 ~~the credit of the General Fund.))~~ The Permittee shall promptly pay to the City in advance upon
25 statements or invoices rendered by the Director, an annual fee of \$827.00 for the period of June



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1 22, 2002 to June 21, 2005. At the end of this period, adjustments to the annual fee amount shall
2 be made in accordance with a term permit fee schedule adopted by the City Council by ordinance
3 and may be adjusted every year. In the absence of such a schedule, the Director may only
4 increase or decrease the previous year's fee amount annually to reflect any inflationary changes
5 so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting
6 the previous year's fee amount by the percentage change between the two most recent year-end
7 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
8 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
9 Finance Director for credit to the Transportation Operating Fund.

10 * * *

11
12 Section 25. Sections 2, 8, 10 and 11 of Ordinance 110663, Apex Belltown Co-op
13 Concrete Shear Wall, are amended as follows:

14 * * *

15 2. The permission granted to the Permittee shall be for a period of ten (10) years,
16 commencing thirty days after the date of approval, and terminating at 11:59 p.m. on the last day
17 of the tenth year; Provided, upon application of the Permittee, the ~~((City Council may by~~
18 ~~resolution))~~ Director of Transportation ("Director") may expand the initial period for two
19 successive ten year periods, up to a maximum of thirty (30) years; and ~~((any such resolution may~~
20 ~~revise any of the terms and conditions of this ordinance including, among others, the fee~~
21 provided in Section 11.)) subject to the right of the City to revise the fee provided for in Section
22 11 hereof, and by ordinance, to revise any of the terms and conditions contained herein. The
23 foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as
24 provided in Section 13. In the event that:

25 (a) the permission extends to its termination, or



1 (b) the City of Seattle (called "the City") required removal of the shear wall pursuant to
2 the provisions of this ordinance, or

3 (c) the ((~~Board of Public Works~~)) Director or a successor body or official of City
4 government ((~~called "the Board"~~)) determines that conditions of this ordinance have been
5 violated,

6 then within ninety (90) days after such expiration, termination or determination of the
7 ((~~Board~~)) Director, or prior to the date stated in an Order to Remove, as the case may be, the
8 Permittee shall remove the shear wall and shall place all portions of the alley that may have been
9 disturbed for any part of the structure, in as good condition for public use as they were prior to
10 construction, and, in at least as good condition in all respects as the abutting portions thereof.

11 Whereupon, the ((~~Board of Public Works~~)) Director shall issue a certificate discharging
12 Permittee from responsibilities under this ordinance for occurrences after the date of such
13 discharge.

14 * * *

15 8. For as long as the Permittee, its successors and assigns, shall exercise any permissions
16 granted by this ordinance and until the shear wall is entirely removed from its location as
17 described in Section 1 or until discharged by order of the ((~~Board of Public Works~~)) Director as
18 provided in Section 2 of this ordinance, it shall at its own expense deliver to the Director ((~~of~~
19 ~~Engineering~~)) for filing with the City Clerk, general comprehensive policies of public liability
20 insurance, which policies must be approved by the City Attorney as to any and all claims and
21 risks in connection with (a) reconstruction, operation, maintenance, use or existence of the shear
22 wall permitted by this ordinance and of any and all portions of the shear wall (b) Permittee's
23 activity upon or use or occupation of the areas described in Section 1 of this ordinance, as well as
24 (c) any and all claims and risks in connection with any activity performed by Permittee by virtue
25 of the permission granted by this ordinance. Each such policy or policies must specifically name
26



1 the City of Seattle as an additional insured party thereunder and provide the following minimum
2 coverages and minimum limits:

3 Minimum Coverage: General comprehensive liability for any injury, death, damage,
4 and/or loss of any sort sustained by any person, organization, or corporation (including any
5 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
6 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
7 with (a) operation, maintenance, use or existence of the shear wall permitted by this ordinance
8 and any and all portions thereof, (b) any activity upon or use or occupancy of the area described
9 in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
10 permission granted pursuant to this ordinance:

11 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
12 Permittee and not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and
13 annual aggregate/with no deductible to be reviewed annually.

14 Each such policy or endorsement thereto must contain the following provisions:

15 “The City of Seattle is named as an additional insured for all coverage provided by this
16 policy of insurance and shall be fully and completely protected by this policy for all risks and for
17 any and every injury, death, damage and loss of any sort sustained by any person, organization or
18 corporation (including any liability of the City for such to Permittee the Apex Belltown Co-op,
19 its successors and assigns, any of its employees and/or agents and any liability of Permittee for
20 such to the City of Seattle, its officers, agents and employees) in connection with (a)
21 construction, maintenance, use or existence of the shear wall and any appurtenances thereto,
22 permitted by the City of Seattle ordinance granting the Apex Belltown Co-op permission to
23 operate and maintain a shear wall on the east side of the 1st – Western Avenues Alley, to the rear
24 of 2225 ½ - First Avenue, (b) activities of the Apex Belltown Co-op, its successors and assigns,
25 upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well
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1 as (c) any activity performed by the Apex Belltown Co-op, its successors and assigns by virtue of
2 the permission granted by the aforesaid ordinance.”

3 “The coverage provided by this policy to the City of Seattle or any other named insured
4 shall not be terminated, reduced or otherwise changed in any respect without providing at least
5 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ~~((Engineering))~~
6 Transportation.” ~~((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance~~
7 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of~~
8 ~~Seattle, the Permittees shall, upon demand by the Mayor, furnish additional insurance in such~~
9 ~~amount as may be specified by the Mayor.))~~ The Director of Transportation (“Director”), in
10 consultation with the City Risk Manager, may adjust minimum levels of liability insurance and
11 surety bond requirements. The Director shall notify the Permittee of the new requirements in
12 writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and
13 surety bond to the Director within 60 days.

14 * * *

15 10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
16 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
17 The Director may approve assignment and/or transferal of the permit to a successor entity in the
18 case of a change of name and/or ownership provided that the successor or assignee has
19 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
20 If permission be granted, the assignee or transferee shall be bound by all of the terms and
21 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
22 or transferable by operation of law.

23 11. The permittee shall promptly pay to the City in advance upon statements rendered by
24 the Director ~~((of Engineering)), an annual fee of ((Sixty Dollars (\$60.00)))~~ \$204.00.
25 ~~((hereinafter called the “base rate”)) for the first year, and for the remaining years said base rate~~
26



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1 shall be adjusted annually by an appropriate index to reflect the purchasing power of money. As
2 long as practical the Consumer Price Index issued by the United States of America, Department
3 of Labor, Bureau of Labor Statistics for the Seattle Everett, Washington area for all urban
4 consumers for all items, shall be used and adjustments shall be calculated using the nearest index
5 figures preceding the effective date of this ordinance and the applicable respective anniversary
6 date. All payments shall be made to the City Treasurer for the credit of the General Fund.))

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

16
17 Section 26. Sections 2, 8, 10 and 11 of Ordinance 110682, Bay West Design Center,
18 L.L.C. Skybridge, are amended as follows:

19 2. The permission granted to the Permittee shall be for a period of ten (10) years,
20 commencing thirty days after the date of approval, and terminating at 11:59 p.m. on the last day
21 of the tenth year; Provided, upon application of the Permittee, the ((City Council may by
22 resolution)) Director of Transportation ("Director") may expand the initial period for two
23 successive ten year periods, up to a maximum of thirty (30) years; and ((any such resolution may
24 revise any of the terms and conditions of this ordinance including, among others, the fee
25 provided in Section 11.)) subject to the right of the City to revise the fee provided for in Section

1 11 hereof, and by ordinance, to then revise any of the terms and conditions contained herein. The
2 foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as
3 provided in Section 13. In the event that:

4 (a) the permission extends to its termination, or

5 (b) the City of Seattle (called "the City") required removal of the skybridge pursuant to
6 the provisions of this ordinance, or

7 (c) the ~~((Board of Public Works))~~ Director or a successor body or official of City
8 government ~~((called "the Board"))~~ determines that conditions of this ordinance have been
9 violated,

10 then within ninety (90) days after such expiration, termination or determination of the
11 ~~((Board))~~ Director, or prior to the date stated in an Order to Remove, as the case may be, the
12 Permittee shall remove the skybridge and shall place all portions of the street that may have been
13 disturbed for any part of the structure, in as good condition for public use as they were prior to
14 construction, and, in at least as good condition in all respects as the abutting portions thereof.

15 Whereupon, the ~~((Board of Public Works))~~ Director shall issue a certificate discharging
16 Permittee from responsibilities under this ordinance for occurrences after the date of such
17 discharge.

18 * * *

19 8. For as long as the Permittee, its successors and assigns, shall exercise any permissions
20 granted by this ordinance and until the skybridge is entirely removed from its location as
21 described in Section 1 or until discharged by order of the ~~((Board of Public Works))~~ Director as
22 provided in Section 2 of this ordinance, it shall at its own expense deliver to the Director ~~((of~~
23 ~~Engineering))~~ for filing with the City Clerk, general comprehensive policies of public liability
24 insurance, which policies must be approved by the City Attorney as to any and all claims and
25 risks in connection with (a) reconstruction, operation, maintenance, use or existence of the
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1 skybridge permitted by this ordinance and of any and all portions of the skybridge (b) Permittee's
2 activity upon or use or occupation of the areas described in Section 1 of this ordinance, as well as
3 (c) any and all claims and risks in connection with any activity performed by Permittee by virtue
4 of the permission granted by this ordinance. Each such policy or policies must specifically name
5 the City of Seattle as an additional insured party thereunder and provide the following minimum
6 coverages and minimum limits:

7 Minimum Coverage: General comprehensive liability for any injury, death, damage,
8 and/or loss of any sort sustained by any person, organization, or corporation (including any
9 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
10 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
11 with (a) operation, maintenance, use or existence of the skybridge permitted by this ordinance
12 and any and all portions thereof, (b) any activity upon or use or occupancy of the area described
13 in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
14 permission granted pursuant to this ordinance:

15 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
16 Permittee and not less than Two Million Dollars (\$2,000,000.00) per occurrence and annual
17 aggregate/with no deductible.

18 Each such policy or endorsement thereto must contain the following provisions:

19 "The City of Seattle is named as an additional insured for all coverage provided by this
20 policy of insurance and shall be fully and completely protected by this policy for all risks and for
21 any and every injury, death, damage and loss of any sort sustained by any person, organization or
22 corporation (including any liability of the City for such to Permittee the Benaroya Company, its
23 successors and assigns, any of its employees and/or agents and any liability of Permittee for such
24 to the City of Seattle, its officers, agents and employees) in connection with (a) construction,
25 maintenance, use or existence of the skybridge and any appurtenances thereto, permitted by the
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1 City of Seattle ordinance granting the Benaroya Company permission to operate and maintain a
2 skybridge over and across South Orcas Street, east of Fifth Avenue South, (b) activities of the
3 Benaroya Company, its successors and assigns, upon use or occupation of the areas described in
4 Section 1 of the authorizing ordinance, as well as (c) any activity performed by the Benaroya
5 Company, its successors and assigns by virtue of the permission granted by the aforesaid
6 ordinance.”

7 “The coverage provided by this policy to the City of Seattle or any other named insured
8 shall not be terminated, reduced or otherwise changed in any respect without providing at least
9 thirty (30) days prior written notice to the City of Seattle, Attention : Director of (~~Engineering~~)
10 Transportation.”

11 (~~Whenever, in the judgment of the Mayor of The City of Seattle, such insurance filed~~
12 ~~pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle,~~
13 ~~the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~
14 ~~may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may
15 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
16 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
17 proof of the required levels of insurance and surety bond to the Director within 60 days.~~

18 * * *

19 10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
20 conferred by this ordinance without the consent of the (~~City Council by resolution~~) Director.
21 The Director may approve assignment and/or transferal of the permit to a successor entity in the
22 case of a change of name and/or ownership provided that the successor or assignee has
23 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
24 If permission be granted, the assignee or transferee shall be bound by all of the terms and



1 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
2 or transferable by operation of law.

3 11. The permittee shall promptly pay to the City in advance upon statements rendered by
4 the Director (~~of Engineering~~), a fee of (~~Six Hundred Seventy Three Dollars (\$673.00)~~, for the
5 ~~first year. At the beginning of the second year of the permit, the fee shall be revised by resolution~~
6 ~~to reflect a fee schedule to be adopted by the Board of Public Works.)) \$1,383.00. Adjustments
7 to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by
8 the City Council by ordinance and may be adjusted every year. In the absence of such a schedule,
9 the Director may only increase or decrease the previous year's fee amount annually to reflect any
10 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
11 calculated by adjusting the previous year's fee amount by the percentage change between the two
12 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
13 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
14 shall be made to the City Finance Director for credit to the Transportation Operating Fund.~~

15 * * *

16
17 Section 27. Sections 2, 9, 11 and 12 of Ordinance 110823, Swedish Medical
18 Center/Ballard Skybridge over Tallman Avenue Northwest, as amended by Ordinances 111678,
19 118998 and 121492 are amended as follows:

20 * * *

21
22 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
23 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
24 p.m. on the last day of the tenth year; provided, however, that upon written application of the
25 Permittee at least 30 days before expiration of the term, the (~~City Council may by resolution~~)
26 Director of Transportation ("Director") may renew the permit for two successive ten year terms,



1 provided further that the total term of the permission as originally granted and thus extended
2 shall not exceed thirty years, subject to the right of the City ((by each such resolution)) to revise
3 the fee provided for in Section 12 hereof, and by ordinance, to then revise any of the terms and
4 conditions contained herein.

5 * * *

6 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
7 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
8 as described in Section 1, or until discharged by order of the Director ((of Seattle
9 Transportation)) as provided in Section 4 of this ordinance, the Permittee shall obtain and
10 maintain in full force and effect, at its own expense, insurance policies which protect the City
11 from any and all claims and risks in conjunction with:

12 (a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge
13 permitted by this ordinance and of any and all portions of the skybridge;

14 (b) the Permittee's activity upon or the use or occupation of the area described in Section
15 1 of this ordinance, as well as;

16 (c) any and all claims and risks in conjunction with and activity performed by the
17 Permittee by virtue of the permission granted by this ordinance.

18 Minimum insurance requirements shall be an occurrence form policy of commercial
19 general liability, placed with a company admitted and licensed to conduct business in
20 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
21 aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall
22 add by endorsement The City of Seattle, its elected and appointed officers, officials, employees
23 and agents as additional insured. Coverage shall contain a Separation of Insureds Clause
24 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
25 specifically assigned in this coverage part to the first named insured, this insurance applies as if
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1 each named insured were the only named insured, and separately to each insured against whom
2 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
3 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
4 to the validity of this permit.

5 ~~((Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance~~
6 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of~~
7 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
8 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
9 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
10 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
11 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
12 the Director within 60 days.~~

13 * * *

14 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
15 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
16 The Director may approve assignment and/or transferal of the permit to a successor entity in the
17 case of a change of name and/or ownership provided that the successor or assignee has
18 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
19 If permission is granted, the assignee or transferee shall be bound by all of the terms and
20 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
21 or transferable by operation of law.

22 12. ~~((The Permittee shall promptly pay to the City in advance upon statements rendered~~
23 ~~by the Director of Engineering, a fee of One Thousand Eleven Dollars (\$1,011.00) for the first~~
24 ~~year (called the base rate) for 1983, for the second year (1984) said base rate shall be adjusted by~~
25 ~~an appropriate index to reflect the purchasing power of money. As long as practical the~~



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1 ~~Consumer Price Index issued by the United States of America, Department of Labor, Bureau of~~
2 ~~Labor Statistics for the Seattle Everett, Washington are for all urban consumers for all items,~~
3 ~~shall be used, and adjustments shall be calculated using the nearest index figures preceding the~~
4 ~~effective date of the authorizing ordinance and the applicable respective anniversary date, and if~~
5 ~~the index's current 1967 base is converted to a later period by comparable figures using the~~
6 ~~revised base. At the beginning of the third year (1985) of the permit, the fee shall be revised by~~
7 ~~resolution to reflect a fee schedule to be adopted by the Board of Public Works. All payments~~
8 ~~shall be made to the City Treasurer for the credit of the General Fund.))The Permittee, its~~
9 successors and assigns, shall pay to the City such amounts as may be justly chargeable by said
10 City as costs of inspection of said skybridge during construction, reconstruction, repair, annual
11 structural inspections, and at other times under the direction of the Director and in addition shall
12 promptly pay to the City in advance upon statements rendered by the Director an annual fee for
13 the privileges granted and exercised hereunder of One Thousand Six Hundred Forty Three
14 Dollars (\$1,643.00) for the period beginning November 16, 2002, and ending November 13,
15 2007. At the end of this period, adjustments to the annual fee amount shall be made in
16 accordance with a term permit fee schedule adopted by the City Council by ordinance and may
17 be adjusted every year. In the absence of such a schedule, the Director may only increase or
18 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
19 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
20 previous year's fee amount by the percentage change between the two most recent year-end
21 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
22 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
23 Finance Director for credit to the Transportation Operating Fund.



1 Section 28. Sections 3 and 4 of Ordinance 121492, Swedish Medical Center/Ballard
2 Skybridge over Tallman Avenue Northwest, are amended as follows:

3 3. For the privileges granted and exercised under Ordinance 110823, Swedish Health
4 Services d.b.a. Swedish Medical Center/Ballard shall promptly pay to the City of Seattle in
5 advance upon receipt of statements rendered by the Director of the Seattle Department of
6 Transportation ("Director") an annual fee of One Thousand Six Hundred Forty-Three Dollars
7 (\$1,643.00), for the period beginning November 16, 2002, and ending November 13, 2007. At
8 the end of this ((first five-year)) period, adjustments to the annual fee amount shall be made in
9 accordance with a term permit fee schedule adopted by the City Council by ordinance and may
10 be adjusted every year. In the absence of such a schedule, the Director may only increase or
11 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
12 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
13 previous year's fee amount by the percentage change between the two most recent year-end
14 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
15 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
16 Finance Director for credit to the Transportation Operating Fund.

17 ~~4. ((All payments shall be made to the City of Seattle for credit into the Transportation~~
18 ~~Operating Fund.))~~

19
20 Section 29. Sections 3, 10, 12 and 13 of Ordinance 111275, King County Skybridge
21 Across 4th and 5th Avenues, are amended as follows:

22 * * *

23 3. The permission granted to the Permittee, its successors and assigns shall be for a term
24 of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m.
25 on the last day of the tenth year; provided, however, that upon written application of the
26



1 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
2 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
3 provided further that the total term of the permission as originally granted and thus extended
4 shall not exceed thirty years, subject to the right of the City, and by ordinance to revise any of the
5 terms and conditions contained herein.

6 * * *

7 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
8 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
9 as described in Section 1, or until discharged by order of the ~~((Board of Public Works))~~ Director
10 as provided in Section 4 of this ordinance, it shall at ~~((is))~~ its own expense deliver to the Director
11 ~~((of Engineering))~~ for filing with the City Clerk, general comprehensive of public liability
12 insurance, which policies must be approved by the City Attorney as to form and coverage and
13 which policies must fully protect the City from any and all claims and risks in connection with
14 (a) construction, reconstruction, operation, maintenance, use, or existence of the skybridge
15 permitted by this ordinance and of any and all portions of the skybridge, (b) Permittee's activity
16 upon or use or occupation of the areas described in Section 1 of this ordinance, as well as (c) any
17 and all claims and risks in connection with any activity performed by the Permittee by virtue of
18 the permission granted by this ordinance. Each such policy or policies must specifically name the
19 City of Seattle as an additional insured party thereunder and provide the following minimum
20 coverages and minimum limits:

21 Minimum Coverage: General comprehensive liability for any injury, death, damage,
22 and/or loss of any sort sustained by any person, organization, or corporation (including any
23 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
24 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
25 with (a) operation, maintenance, use or existence of the skybridge permitted by this ordinance
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1 and any and all portions thereof, (b) any activity upon or use or occupancy of the area described
2 in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
3 permission granted pursuant to this ordinance:

4 Minimum Limits: (Primary and excess) – not less than those otherwise carried by
5 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and
6 annual aggregate/with no deductible.

7 Each such policy or endorsement thereto must contain the following provisions:

8 “The City of Seattle is named as an additional insured for all coverage provided by this
9 policy of insurance and shall be fully and completely protected by this policy for all risks and for
10 any and every injury, death, damage and loss of any sort sustained by any person, organization or
11 corporation (including any liability of the City to Permittee King County, its successors and
12 assigns, any of its employees and/or agents and any liability of Permittee for such to the City of
13 Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or
14 existence of the skybridge and any appurtenance thereto, permitted by the City of Seattle
15 ordinance granting King County permission to operate and maintain a skybridge over and across
16 4th and 5th Avenues south of James Street (b) activities of King County, its successors and
17 assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance,
18 as well as (c) any activity performed by King County, its successors and assigns by virtue of the
19 permission granted by the aforesaid ordinance.

20 “The coverage provided by this policy to the City of Seattle or any other named insured
21 shall not be terminated, reduced or otherwise changed in any respect without providing at least
22 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ((Engineering))
23 Transportation.”

24 ((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed
25 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
26
27
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1 ~~the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~
2 ~~may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
3 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
4 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
5 proof of the required levels of insurance and surety bond to the Director within 60 days.

6 * * *

7 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
8 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
9 The Director may approve assignment and/or transferal of the permit to a successor entity in the
10 case of a change of name and/or ownership provided that the successor or assignee has
11 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
12 If permission is granted, the assignee or transferee shall be bound by all of the terms and
13 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
14 or transferable by operation of law.

15 13. The Permittee shall promptly pay to the City charges billed by the City for inspection
16 of the skybridge during construction, reconstruction, repair, alteration and safety inspection at
17 other times when deemed appropriate by the ~~((City Director of Engineering))~~ Director.
18 All payments shall be made to the City Finance Director for credit of the Transportation
19 Operating Fund.

20
21 Section 30. Sections 2, 9, 10 and 11 of Ordinance 111820, US West Communications
22 Mini-Hut, as amended by Ordinance 119533, are amended as follows:

23 * * *

24 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
25 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59



1 p.m. on the last day of the tenth year; provided, however, that upon written application of the
2 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
3 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
4 provided further that the total term of the permission as originally granted and thus extended
5 shall not exceed thirty years, subject to the right of the ~~((City by each such resolution))~~ Director
6 to revise the fee provided for in Section 13 hereof, and by ordinance, to then revise any of the
7 terms and conditions contained herein.

8 * * *

9 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
10 granted by this ordinance and until the Mini-hut is entirely removed from its location as
11 described in Section 1 of the authorizing ordinance or until discharged by order of the Director
12 ~~((of Seattle Transportation))~~ as provided in Section 4 of the authorizing ordinance, the Permittee
13 shall obtain and maintain in full force and effect, at its own expense, insurance policies which
14 protect the City from any and all claims and risks in conjunction with:

15 (a) reconstruction, operation, maintenance, use or existence of the Mini-hut permitted by
16 this ordinance and of any and all portions of the Mini-hut;

17 (b) the Permittee's activity upon or the use or occupation of the area described in Section
18 1 of the authorizing ordinance, as well as;

19 (c) any and all claims and risks in conjunction with and activity performed by the
20 Permittee by virtue of the permission granted by this ordinance.

21 Minimum insurance requirements shall be an occurrence form policy of commercial
22 general liability, placed with a company admitted and licensed to conduct business in
23 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
24 aggregate. Coverage shall specifically name the Mini-hut exposure. Coverage shall add by
25 endorsement The City of Seattle, its elected and appointed officers, officials, employees and
26

1 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
2 essentially that “except with respect to the limits of insurance, and any rights or duties
3 specifically assigned in this coverage part to the first named insured, this insurance applies as if
4 each named insured were the only named insured, and separately to each insured against whom
5 claim is made or suit is brought.” Evidence of current coverage shall be submitted to the City in
6 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
7 to the validity of this permit.

8 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
9 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
10 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
11 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
12 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
13 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
14 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
15 the Director within 60 days.~~

16 10. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
17 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
18 The Director may approve assignment and/or transferal of the permit to a successor entity in the
19 case of a change of name and/or ownership provided that the successor or assignee has
20 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
21 If permission is granted, the assignee or transferee shall be bound by all of the terms and
22 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
23 or transferable by operation of law.

24 11. The Permittee shall promptly pay to the City in advance upon statements or invoices
25 rendered by the Director, a fee of ~~((Three Hundred Three Dollars (\$303.00) for the first year))~~



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1 \$515.00 annually as established by Ordinance 119533. ((At the beginning of the second year of
2 the permit, the fee shall be revised by resolution to reflect a fee schedule to be adopted by the
3 Board of Public Works. All payments shall be made to the City Treasurer for the credit of the
4 General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made in
5 accordance with a term permit fee schedule adopted by the City Council by ordinance and may
6 be adjusted every year. In the absence of such a schedule, the Director may only increase or
7 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
8 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
9 previous year's fee amount by the percentage change between the two most recent year-end
10 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
11 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
12 Finance Director for credit to the Transportation Operating Fund.

13
14 Section 31. Sections 2, 10, 12 and 13 of Ordinance 111826, EOP – Columbia Center,
15 LLC Pedestrian Tunnel, as amended by Ordinance 119910, are amended as follows:

16 2. The permission herein granted to the Permittee, his successors and assigns shall be for
17 a term of ten years, commencing upon the effective date of this ordinance and terminating at
18 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
19 the Permittee at least 30 days before expiration of the term, the ~~((City Council may by~~
20 ~~resolution))~~ Director of Transportation ("Director") may renew the permit for two successive ten
21 year terms, provided further that the total term of the permission as originally granted and thus
22 extended shall not exceed thirty years, subject to the right of the City ((by each such resolution))
23 to revise the fee provided for in Section 13 hereof, and by ordinance to then revise any of the
24 terms and conditions contained herein.

25 * * *

1 10. For as long as the Permittee, ~~((his))~~ its successors and assigns, shall exercise any
2 permissions granted by this ordinance and until the tunnel is entirely removed from its location as
3 described in Section 1 or until discharged by order of the ~~((Board of Public Works))~~ Director as
4 provided in Section 5 of this ordinance, ~~((he))~~ it shall at ~~((his))~~ its own expense deliver to the
5 Director ~~((of Engineering))~~ for filing with the City Clerk, general comprehensive policies of
6 public liability insurance, which policies must be approved by the City Attorney as to form and
7 coverage and which policies must fully protect the City from any and all claims and risks in
8 connection with (a) reconstruction, operation, maintenance, use, or existence of the tunnel
9 permitted by this ordinance and of any and all portions thereof, (b) Permittee's activity upon or
10 use or occupation of the areas described in Section 1 of this ordinance, as well as (c) any and all
11 claims and risks in connection with any activity performed by the Permittee by virtue of the
12 permission granted by this ordinance. Each such policy or policies must specifically name the
13 City of Seattle as an additional insured party thereunder and provide the following minimum
14 coverages and minimum limits:

15 Minimum Coverage: General comprehensive liability for any injury, death, damage,
16 and/or loss of any sort sustained by any person, organization, or corporation (including any
17 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
18 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
19 with (a) operation, maintenance, use or existence of the tunnel permitted by this ordinance and
20 any and all portions thereof, (b) any activity upon or use or occupancy of the area described in
21 Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
22 permission granted pursuant to this ordinance:

23 Minimum Limits: (Primary and excess) – not less than those otherwise carried by
24 Permittee and in any event not less than Two Million Dollars (\$2,000,000) per occurrence and
25 annual aggregate.



1 Each such policy or endorsement thereto must contain the following provisions:

2 “The City of Seattle is named as an additional insured for all coverage provided by this
3 policy of insurance and shall be fully and completely protected by this policy for all risks and for
4 any and every injury, death, damage and loss of any sort sustained by any person, organization or
5 corporation (including any liability of the City to Permittee, ~~((Martin Selig))~~ EOP—Columbia
6 Center, LLC, ((his)) its successors and assigns, any of ~~((his))~~ its employees and/or agents and any
7 liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with
8 (a) operation, maintenance, use or existence of the tunnel and any appurtenance thereto,
9 permitted by the City of Seattle ordinance granting ~~((Martin Selig))~~ EOP—Columbia Center,
10 LLC permission to operate and maintain a tunnel (b) activities of ~~((Martin Selig))~~ EOP—
11 Columbia Center, LLC, ((his)) its successors and assigns, upon use or occupation of the areas
12 described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by
13 ~~((Martin Selig))~~ EOP—Columbia Center, LLC, ((his)) its successors and assigns by virtue of the
14 permission granted by the aforesaid ordinance.

15 “The coverage provided by this policy to the City of Seattle or any other named insured
16 shall not be terminated, reduced or otherwise changed in any respect without providing at least
17 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ~~((Engineering))~~
18 Transportation.”

19 ~~((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed~~
20 ~~pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,~~
21 ~~the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~
22 ~~may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
23 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
24 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
25 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

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* * *

12. The Permittee shall not assign or transfer any privileges conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director. Notwithstanding anything contained herein to the contrary, consent of the ~~((City Council))~~ Director shall not be required for any transfer or assignment of the privileges conferred by this ordinance by way of mortgage, pledge, or encumbrance or by way of foreclosure or deed in lieu of foreclosure of any such mortgage, pledge or encumbrance. The Director may approve assignment and/or transferal of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

13. The Permittee shall promptly pay to the City in advance upon statements rendered by the Director ~~((of Engineering)),~~ an annual fee of ~~((Three Thousand Eight Hundred Sixteen Dollars (\$3,816.00), for the first year. At the beginning of the second year of the permit, the fee shall be revised by resolution to reflect a fee schedule to be adopted by the Board of Public Works.))~~ \$10,391.00 as established by Resolution 30370. ((All payments shall be made to the City Treasurer for the credit of the General Fund.)) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.



1 Section 32. Sections 2, 10, 12 and 13 of Ordinance 112217, Ivar's Inc. Pedestrian
2 Walkway and Covered Patio, are amended as follows:

3 * * *

4 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
5 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
6 p.m. on the last day of the tenth year; provided, however, that upon written application of the
7 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
8 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
9 provided further that the total term of the permission as originally granted and thus extended
10 shall not exceed thirty years, subject to the right of the City ~~((by each such resolution))~~ to revise
11 the fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms and
12 conditions contained herein.

13 * * *

14 10. For as long as the Permittee, its successors and assigns, shall exercise any permissions
15 granted by this ordinance and until the walkway and covered patio are entirely removed from
16 their location as described in Section 1 or until discharged by order of the ~~((Board of Public
17 Works))~~ Director as provided in Section 5 of this ordinance, it shall at its own expense deliver to
18 the Director ~~((of Engineering))~~ for filing with the City Clerk, general comprehensive policies of
19 public liability insurance, which policies must be approved by the City Attorney as to form and
20 coverage and which policies must fully protect the City from any and all claims and risks in
21 connection with (a) reconstruction, operation, maintenance, use, or existence of the walkway and
22 covered patio permitted by this ordinance and of any and all portions of the walkway and covered
23 patio (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this
24 ordinance, as well as (c) any and all claims and risks in connection with any activity performed
25 by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies
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1 must specifically name the City of Seattle as an additional insured party thereunder and provide
2 the following minimum coverages and minimum limits:

3 Minimum Coverage: General, comprehensive liability for any injury, death, damage,
4 and/or loss of any sort sustained by any person, organization, or corporation (including any
5 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
6 of Permittee to the City of Seattle, its officers, agents and/or employees) in connection with (a)
7 operation, maintenance, use or existence of the walkway and covered patio permitted by this
8 ordinance and any and all portions thereof, (b) any activity upon or use or occupancy of the area
9 described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue
10 of the permission granted pursuant to this ordinance:

11 Minimum Limits: (Primary and excess) – not less than those otherwise carried by
12 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and
13 annual aggregate.

14 Each such policy or endorsement thereto must contain the following provisions:

15 “The City of Seattle is named as an additional insured for all coverage provided by this
16 policy of insurance and shall be fully and completely protected by this policy for all risks and for
17 any and every injury, death, damage and loss of any sort sustained by any person, organization or
18 corporation (including any liability of the City to Permittee, Ivar’s, Inc. (Ivar Haglund) its
19 successors and assigns, any of its employees and/or agents and any liability of Permittee to the
20 City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance,
21 use or existence of the walkway and covered patio and any appurtenance thereto, permitted by
22 the City of Seattle ordinance granting Ivar’s, Inc. (Ivar Haglund) permission to operate and
23 maintain a walkway and covered patio (b) activities of Ivar’s, Inc. (Ivar Haglund) its successors
24 and assigns, upon use or occupation of the areas described in Section 1 of the authorizing
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1 ordinance, as well as (c) any activity performed by Ivar's, Inc. (Ivar Haglund), its successors and
2 assigns by virtue of the permission granted by the aforesaid ordinance.

3 "The coverage provided by this policy to the City of Seattle or any other named insured
4 shall not be terminated, reduced or otherwise changed in any respect without providing at least
5 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ~~((Engineering))~~
6 Transportation."

7 ~~((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed
8 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
9 the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as
10 may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
11 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
12 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
13 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

14 * * *

15 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
16 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
17 The Director may approve assignment and/or transferal of the permit to a successor entity in the
18 case of a change of name and/or ownership provided that the successor or assignee has
19 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
20 If permission is granted, the assignee or transferee shall be bound by all of the terms and
21 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
22 or transferable by operation of law.

23 13. That the Permittee, its successors and assigns, shall pay to the City such amounts as
24 may be justly chargeable by said City as costs of inspection of said walkway and covered patio
25 during construction, reconstruction or at other times under the direction of the ~~((Board of Public~~



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1 ~~Works))~~ Director and shall promptly pay to the City in advance upon statements or invoices
2 rendered by the Director (~~(of Engineering)~~) an annual fee of \$9,576 as established by Resolution
3 30477. ((Six Thousand Eight Hundred Ten Dollars (\$6,810.00) for the first five years of the
4 permit. The fee will then be re-evaluated by the City Appraiser and a new annual fee will be
5 established by resolution of the City Council for the next five years of the permit. All payments
6 shall be made to the City Treasurer for the credit of the General Fund.)) At the end of this period,
7 adjustments to the annual fee amount shall be made in accordance with a term permit fee
8 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
9 absence of such a schedule, the Director may only increase or decrease the previous year's fee
10 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
11 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
12 percentage change between the two most recent year-end values available of the Consumer Price
13 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
14 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
15 Transportation Operating Fund.

16 * * *

17
18 Section 33. Sections 2, 9, 11 and 12 of Ordinance 112375, Swedish Health Services
19 Cherry Street Tunnel, are amended as follows:

20 * * *

21 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
22 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
23 p.m. on the last day of the tenth year; provided, however, that upon written application of the
24 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
25 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
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1 provided further that the total term of the permission as originally granted and thus extended
2 shall not exceed thirty years, subject to the right of the City ~~((by each such resolution))~~ to revise
3 the fee provided for in Section 12 hereof, and by ordinance to then revise any of the terms and
4 conditions contained herein.

5 * * *

6 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
7 granted by this ordinance and until the tunnel is entirely removed from its location as described
8 in Section 1 or until discharged by order of the ~~((Board of Public Works))~~ Director as provided in
9 Section 4 of this ordinance, it shall at its own expense deliver to the Director ~~((of Engineering))~~
10 for filing with the City Clerk, general comprehensive policies of public liability insurance, which
11 policies must be approved by the City Attorney as to form and coverage and which policies must
12 fully protect the City from any and all claims and risks in connection with (a) reconstruction,
13 operation, maintenance, use or existence of the tunnel permitted by this ordinance and of any and
14 all portions of the tunnel (b) Permittee's activity upon or use or occupation of the areas described
15 in Section 1 of this ordinance, as well as (c) any and all claims and risks in connection with any
16 activity performed by Permittee by virtue of the permission granted by this ordinance. Each such
17 policy or policies must specifically name the City of Seattle as an additional insured party
18 thereunder and provide the following minimum coverages and minimum limits:

19 Minimum Coverage: General comprehensive liability for any injury, death, damage,
20 and/or loss of any sort sustained by any person, organization, or corporation (including any
21 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
22 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
23 with (a) operation, maintenance, use or existence of the tunnel permitted by this ordinance and
24 any and all portions thereof, (b) any activity upon or use or occupancy of the area described in
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1 Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
2 permission granted pursuant to this ordinance:

3 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
4 Permittee and not less than Two Million Dollars (\$2,000,000) per occurrence and annual
5 aggregate.

6 Each such policy or endorsement thereto must contain the following provisions:

7 “The City of Seattle is named as an additional insured for all coverage provided by this
8 policy of insurance and shall be fully and completely protected by this policy for all risks and for
9 any and every injury, death, damage and loss of any sort sustained by any person, organization or
10 corporation (including any liability of the City for such to Permittee Swedish Hospital Medical
11 Center, its successors and assigns, any of its employees and/or agents and any liability of
12 Permittee for such to the City of Seattle, its officers, agents and employees) in connection with
13 (a) construction, maintenance, use or existence of the tunnel and any appurtenances thereto,
14 permitted by the City of Seattle ordinance granting Swedish Hospital Medical Center permission
15 to operate and maintain a tunnel (b) activities of the Swedish Hospital Medical Center, its
16 successors and assigns, upon use or occupation of the areas described in Section 1 of the
17 authorizing ordinance, as well as (c) any activity performed by Swedish Hospital Medical Center,
18 its successors and assigns by virtue of the permission granted by the aforesaid ordinance.”

19 “The coverage provided by this policy to the City of Seattle or any other named insured
20 shall not be terminated, reduced or otherwise changed in any respect without providing at least
21 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ((Engineering))
22 Transportation.”

23 ~~((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to~~
24 ~~the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the~~
25 ~~Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may~~

1 ~~be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
2 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
3 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
4 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

5 * * *

6 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
7 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
8 The Director may approve assignment and/or transferal of the permit to a successor entity in the
9 case of a change of name and/or ownership provided that the successor or assignee has
10 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
11 If permission is granted, the assignee or transferee shall be bound by all of the terms and
12 conditions of this ordinance. The permission conferred by this ordinance shall not be
13 ~~((assignable))~~ assignable or transferable by operation of law.

14 12. That the Permittee, its successors and assigns, shall pay to the City such amounts as
15 may be justly chargeable by said City as costs of inspection of said tunnel during construction,
16 reconstruction or at other times under the direction of the ~~((Board of Public Works))~~ Director and
17 shall promptly pay to the City in advance upon statements or invoices rendered by the Director
18 ~~((of Engineering))~~ an annual fee of ~~((One Thousand Six Hundred Seventy Four Dollars~~
19 ~~(\$1,674.00) for the first five years of the permit.))~~ \$2,110.00 from September 1, 2000, to August
20 31, 2005 as established by Resolution 30375. ~~((The fee will then be re-evaluated by the City~~
21 ~~Appraiser and a new annual fee will be established by resolution of the City Council for the next~~
22 ~~five years of the permit. All payments shall be made to the City Treasurer for the credit of the~~
23 ~~General Fund.))~~ At the end of this period, adjustments to the annual fee amount shall be made in
24 accordance with a term permit fee schedule adopted by the City Council by ordinance and may
25 be adjusted every year. In the absence of such a schedule, the Director may only increase or



1 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
2 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
3 previous year's fee amount by the percentage change between the two most recent year-end
4 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area. All
5 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
6 City Finance Director for credit to the Transportation Operating Fund.

7 * * *

8
9 Section 34. Sections 2, 9, and 10 of Ordinance 112613, Washington State Convention and
10 Trade Center Elevated Concrete Sidewalk, are amended as follows:

11 * * *

12 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
13 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
14 p.m. on the last day of the tenth year; provided, however, that upon written application of the
15 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
16 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
17 provided further that the total term of the permission as originally granted and thus extended
18 shall not exceed thirty years, subject to the right of the City by ordinance to revise any of the
19 terms and conditions contained herein.

20 * * *

21 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
22 granted by this ordinance and until the structures are entirely removed from their locations as
23 described in Section 1 or until discharged by order of the ~~((Board of Public Works))~~ Director as
24 provided in Section 4 of this ordinance, it shall at its own expense deliver to the Director ~~((of~~
25 Engineering)) for filing with the City Clerk, general comprehensive policies of public liability
26



1 insurance, which policies must be approved by the City Attorney as to form and coverage and
2 which policies must fully protect the City from any and all claims and risks in connection with
3 (a) construction, reconstruction, operation, maintenance, use or existence of the structures
4 permitted by this ordinance and of any and all portions of the structures (b) Permittee's activity
5 upon or use or occupation of the areas described in Section 1 of this ordinance, and (c) any and
6 all claims and risks in connection with any activity performed by Permittee by virtue of the
7 permission granted by this ordinance. Each such policy or policies must specifically name the
8 City of Seattle as an additional insured party thereunder and provide the following minimum
9 coverages and minimum limits:

10 Minimum Coverage: General comprehensive liability for any injury, death, damage,
11 and/or loss of any sort sustained by any person, organization, or corporation (including any
12 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
13 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
14 with (a) operation, maintenance, use or existence of the skybridge permitted by this ordinance
15 and any and all portions thereof, (b) any activity upon or use or occupancy of the area described
16 in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the
17 permission granted pursuant to this ordinance:

18 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
19 Permittee and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual
20 aggregate.

21 Each such policy or endorsement thereto must contain the following provisions:

22 “The City of Seattle is named as an additional insured for all coverage provided by this
23 policy of insurance and shall be fully and completely protected by this policy for all risks and for
24 any and every injury, death, damage and loss of any sort sustained by any person, organization or
25 corporation (including any liability of the City for such to Permittee the Washington State
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1 Convention and Trade Center, its successors and assigns, any of its employees and/or agents and
2 any liability of Permittee for such to the City of Seattle, its officers, agents and employees) in
3 connection with (a) construction, maintenance, use or existence of the structures and any
4 appurtenances thereto, permitted by the City of Seattle ordinance granting the Washington State
5 Convention and Trade Center permission to construct and maintain an elevated sidewalk and two
6 elevated slabs (b) activities of the Washington State Convention and Trade Center, its successors
7 and assigns, upon use or occupation of the areas described in Section 1 of the authorizing
8 ordinance, as well as (c) any activity performed by the Washington State Convention and Trade
9 Center, its successors and assigns by virtue of the permission granted by the aforesaid
10 ordinance.”

11 “The coverage provided by this policy to the City of Seattle or any other named insured
12 shall not be terminated, reduced or otherwise changed in any respect without providing at least
13 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ((Engineering))
14 Transportation.”

15 ((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed
16 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
17 the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as
18 may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may
19 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
20 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
21 proof of the required levels of insurance and surety bond to the Director within 60 days.

22 10. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
23 conferred by this ordinance without the consent of the ((City Council by resolution.)) Director.
24 The Director may approve assignment and/or transfer of the permit to a successor entity in the
25 case of a change of name and/or ownership provided that the successor or assignee has



1 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

2 If permission is granted, the assignee or transferee shall be bound by all of the terms and
3 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
4 or transferable by operation of law.

5 * * *

6
7 Section 35. Sections 2, 9, 11 and 12 of Ordinance 112906, Gene McKinney Greenhouse,
8 are amended as follows:

9 * * *

10 2. The permission herein granted to the Permittee, his successors and assigns shall be for
11 a term of ten years, commencing upon the effective date of this ordinance and terminating at
12 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
13 the Permittee at least 30 days before expiration of the term, the ~~((City Council may by~~
14 ~~resolution))~~ Director of Transportation ("Director") may renew the permit for two successive ten
15 year terms, provided further that the total term of the permission as originally granted and thus
16 extended shall not exceed thirty years, subject to the right of the City ~~((by each such resolution))~~
17 to revise the fee provided for in Section 12 hereof, and by ordinance to then revise any of the
18 terms and conditions contained herein.

19 * * *

20 9. For as long as the Permittee, his successors and assigns, shall exercise any permissions
21 granted by this ordinance and until the greenhouse is entirely removed from its location as
22 described in Section 1 or until discharged by order of the ~~((Board of Public Works))~~ Director as
23 provided in Section 4 of this ordinance, he shall at its own expense deliver to the Director ~~((of~~
24 ~~Engineering))~~ for filing with the City Clerk, general comprehensive policies of public liability
25 insurance, which policies must be approved by the City Attorney as to form and coverage and
26

1 which policies must fully protect the City from any and all claims and risks in connection with
2 (a) construction, reconstruction, operation, maintenance, use or existence of the greenhouse
3 permitted by this ordinance and of any and all portions of the greenhouse (b) Permittee's activity
4 upon or use or occupation of the areas described in Section 1 of this ordinance, and (c) any and
5 all claims and risks in connection with any activity performed by Permittee by virtue of the
6 permission granted by this ordinance. Each such policy or policies must specifically name the
7 City of Seattle as an additional insured party thereunder and provide the following minimum
8 coverages and minimum limits:

9 Minimum Coverage: General comprehensive liability for any injury, death, damage,
10 and/or loss of any sort sustained by any person, organization, or corporation (including any
11 liability of the City for such to Permittee, his officers, agents and/or employees and any liability
12 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
13 with (a) operation, maintenance, use or existence of the greenhouse permitted by this ordinance
14 and of any and all portions thereof, (b) any activity upon or use or occupancy of the area
15 described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue
16 of the permission granted pursuant to this ordinance:

17 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
18 Permittee and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual
19 aggregate.

20 Each such policy or endorsement thereto must contain the following provisions:

21 “The City of Seattle is named as an additional insured for all coverage provided by this
22 policy of insurance and shall be fully and completely protected by this policy for all risks and for
23 any and every injury, death, damage and loss of any sort sustained by any person, organization or
24 corporation (including any liability of the City for such to Permittee Gene McKinney, his
25 successors and assigns, any of his employees and/or agents and any liability of Permittee to the
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1 City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance,
2 use or existence of the greenhouse and any appurtenances thereto, permitted by the City of
3 Seattle ordinance granting Gene McKinney permission to operate and maintain a greenhouse (b)
4 activities of Gene McKinney, his successors and assigns, upon use or occupation of the areas
5 described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by Gene
6 McKinney, his successors and assigns by virtue of the permission granted by the aforesaid
7 ordinance.”

8 “The coverage provided by this policy to the City of Seattle or any other named insured
9 shall not be terminated, reduced or otherwise changed in any respect without providing at least
10 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ((Engineering))
11 Transportation.”

12 ((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed
13 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
14 the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as
15 may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may
16 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
17 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
18 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

19 * * *

20 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
21 conferred by this ordinance without the consent of the ((City Council by resolution.)) Director.
22 The Director may approve assignment and/or transferal of the permit to a successor entity in the
23 case of a change of name and/or ownership provided that the successor or assignee has
24 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
25 If permission is granted, the assignee or transferee shall be bound by all of the terms and



1 conditions of this ordinance. The permission conferred by this ordinance shall not be
2 ~~((assignable))~~ assignable or transferable by operation of law.

3 12. That the Permittee, its successors and assigns, shall pay to the City such amounts as
4 may be justly chargeable by said City as costs of inspection of said greenhouse during
5 construction, reconstruction or at other times under the direction of the ~~((Board of Public
6 Works))~~ Director and shall promptly pay to the City in advance upon statements rendered by the
7 Director ~~((of Engineering))~~ an annual fee of ~~((One Hundred Thirty Eight Dollars (\$138.00) for
8 the first five years of the permit.))~~ \$234.00 annually as established by Resolution 29431. ((The
9 fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by
10 resolution of the City Council for the next five years of the permit. All payments shall be made to
11 the City Treasurer for the credit of the General Fund.)) Adjustments to the annual fee amount
12 shall be made in accordance with a term permit fee schedule adopted by the City Council by
13 ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
14 only increase or decrease the previous year's fee amount annually to reflect any inflationary
15 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
16 adjusting the previous year's fee amount by the percentage change between the two most recent
17 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
18 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to
19 the City Finance Director for credit to the Transportation Operating Fund.

20 * * *

21
22 Section 36. Sections 2, 9, 11 and 12 of Ordinance 113238, Swedish Health Services
23 Tunnel across Minor Avenue are amended as follows:

24 * * *



1 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
2 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
3 with (a) operation, maintenance, use or existence of the tunnel permitted by this ordinance and
4 any and all portions thereof, (b) any activity upon or use or occupancy of the area described in
5 Section 1 of this ordinance, and (c) for any activity performed by Permittee by virtue of the
6 permission granted pursuant to this ordinance:

7 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
8 Permittee and not less than One Million Dollars (\$1,000,000) per occurrence and annual
9 aggregate.

10 Each such policy or endorsement thereto must contain the following provisions:

11 “The City of Seattle is named as an additional insured for all coverage provided by this
12 policy of insurance and shall be fully and completely protected by this policy for all risks and for
13 any and every injury, death, damage and loss of any sort sustained by any person, organization or
14 corporation (including any liability of the City for such to Permittee Swedish Hospital Medical
15 Center, its successors and assigns, any of its employees and/or agents and any liability of
16 Permittee for such to the City of Seattle, its officers, agents and employees) in connection with
17 (a) construction, maintenance, use or existence of the tunnel and any appurtenances thereto,
18 permitted by the City of Seattle ordinance granting Swedish Hospital Medical Center permission
19 to operate and maintain a tunnel (b) activities of Swedish Hospital Medical Center its successors
20 and assigns, upon use or occupation of the areas described in Section 1 of the authorizing
21 ordinance, as well as (c) any activity performed by Swedish Hospital Medical Center, its
22 successors and assigns by virtue of the permission granted by the aforesaid ordinance.”

23 “The coverage provided by this policy to the City of Seattle or any other named insured
24 shall not be terminated, reduced or otherwise changed in any respect without providing at least
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1 thirty (30) days prior written notice to the City of Seattle, Attention : Director of (~~Engineering~~)
2 Transportation.”

3 (~~Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed~~
4 ~~pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,~~
5 ~~the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~
6 ~~may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may
7 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
8 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
9 proof of the required levels of insurance and surety bond to the Director within 60 days.~~

10 * * *

11 11. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
12 or encumber any privileges conferred by this ordinance without the consent of the (~~City Council~~
13 ~~by resolution.)) Director. The Director may approve assignment and/or transferal of the permit to
14 a successor entity in the case of a change of name and/or ownership provided that the successor
15 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
16 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
17 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
18 (~~assignable~~) assignable or transferable by operation of law.~~

19 12. That the Permittee, its successors and assigns, shall pay to the City such amounts as
20 may be justly chargeable by said City as costs of inspection of said tunnel during reconstruction
21 or at other times under the direction of the (~~Board of Public Works~~) Director and shall promptly
22 pay to the City in advance upon statements or invoices rendered by the Director (~~of~~
23 ~~Engineering~~) an annual fee of (~~One Thousand Five Hundred Forty Dollars (\$1,540.00) for the~~
24 ~~first five years of the permit.)) \$1709.00 for the period beginning January 22, 2002 and ending
25 January 21, 2007 as established by Ordinance 121494. (The fee will then be reevaluated by the~~



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1 ~~City Appraiser and a new annual fee will be established by resolution of the City Council for the~~
2 ~~next five years of the permit. All payments shall be made to the City Treasurer for the credit of~~
3 ~~the General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made~~
4 ~~in accordance with a term permit fee schedule adopted by the City Council by ordinance and may~~
5 ~~be adjusted every year. In the absence of such a schedule, the Director may only increase or~~
6 ~~decrease the previous year's fee amount annually to reflect any inflationary changes so as to~~
7 ~~charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the~~
8 ~~previous year's fee amount by the percentage change between the two most recent year-end~~
9 ~~values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban~~
10 ~~Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City~~
11 ~~Finance Director for credit to the Transportation Operating Fund.~~

12 * * *

13
14 Section 37. Section 2 of Ordinance 121494, Swedish Health Services Tunnel Under
15 Minor Avenue, is hereby repealed and Section is 1 is amended as follows:

16 1. For the privileges granted and exercised under Ordinance 113238 for use of a portion
17 of Minor Avenue between Columbia and Marion Streets, Swedish Health Services shall
18 promptly pay to the City of Seattle in advance upon receipt of statements or invoices rendered by
19 the Director of ~~((Seattle Department of))~~ Transportation ("Director") an annual fee of One
20 Thousand Seven Hundred Nine Dollars (\$1,709.00), for the period beginning January 22, 2002
21 and ending January 21, 2007. ~~If at the end of this period the City Council renews permission for~~
22 ~~use of Minor Avenue, as provided for in Section 2 of Ordinance 113238, the fee shall be re-~~
23 ~~evaluated by the Director and a new annual fee will be established by ordinance of the City~~
24 ~~Council.~~



1 Section 38. Sections 2, 9, 11 and 12 of Ordinance 113517, Harbor Development
2 Company Skybridge, as amended by Ordinance 118909, are amended as follows:

3 * * *

4 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
5 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
6 p.m. on the last day of the tenth year; provided, however, that upon written application of the
7 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
8 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
9 provided further that the total term of the permission as originally granted and thus extended
10 shall not exceed thirty years, subject to the right of the City ~~((by each such resolution))~~ to revise
11 the fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms and
12 conditions contained herein.

13 * * *

14 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
15 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
16 as described in Section 1 or until discharged by order of the Director ~~((of Seattle Transportation))~~
17 as provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force
18 and effect, at its own expense, insurance policies which protect the City from any and all claims
19 and risks in conjunction with:

20 (a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge
21 permitted by this ordinance and of any and all portions of the skybridge;

22 (b) the Permittee's activity upon or the use or occupation of the area described in Section
23 1 of this ordinance, as well as;

24 (c) any and all claims and risks in conjunction with and activity performed by the
25 Permittee by virtue of the permission granted by this ordinance.



1 Minimum insurance requirements shall be an occurrence form policy of commercial
2 general liability, placed with a company admitted and licensed to conduct business in
3 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
4 aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall
5 add by endorsement The City of Seattle, its elected and appointed officers, officials, employees
6 and agents as additional insured. Coverage shall contain a Separation of Insureds Clause
7 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
8 specifically assigned in this coverage part to the first named insured, this insurance applies as if
9 each named insured were the only named insured, and separately to each insured against whom
10 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
11 the form of a copy of the full insurance policy with all endorsements attached thereto, and is a
12 condition to the validity of this permit.

13 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
14 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
15 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
16 ~~such amount as may be specified by the Risk Manager.))~~ The Director, in consultation with the
17 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
18 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
19 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
20 the Director within 60 days.

21 * * *

22 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
23 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
24 The Director may approve assignment and/or transferal of the permit to a successor entity in the
25 case of a change of name and/or ownership provided that the successor or assignee has



1 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
2 If permission is granted, the assignee or transferee shall be bound by all of the terms and
3 conditions of this ordinance.

4 The permission conferred by this ordinance shall not be (~~assignable~~) assignable or
5 transferable by operation of law.

6 * * *

7 12. That the Permittee, its successors and assigns, shall pay to the City such amounts as
8 may be justly chargeable by said City as costs of inspection of said tunnel during construction,
9 reconstruction or at other times under the direction of the (~~Board of Public Works~~) Director and
10 shall promptly pay to the City in advance upon statements or invoices rendered by the Director
11 (~~of Engineering~~) an annual fee of (~~Two Thousand One Hundred Sixty Two Dollars~~
12 ~~(\$2,162.00) for the first five years of the permit.~~) \$1,993.00 as established by Ordinance 118909.
13 (~~The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established~~
14 ~~by resolution of the City Council for the next five years of the permit. All payments shall be~~
15 ~~made to the City Treasurer for the credit of the General Fund.~~) Adjustments to the annual fee
16 amount shall be made in accordance with a term permit fee schedule adopted by the City Council
17 by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
18 only increase or decrease the previous year's fee amount annually to reflect any inflationary
19 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
20 adjusting the previous year's fee amount by the percentage change between the two most recent
21 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
22 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
23 City Finance Director for credit to the Transportation Operating Fund.

24 * * *



1 Section 39. Sections 2, 9, 12 and 13 of Ordinance 114388, Pike Place Market
2 Preservation and Development Authority Skybridge, as modified by Resolution 29092 and
3 29955, are amended as follows:

4 * * *

5 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
6 term of ten (10) years, commencing on the effective date of this ordinance and terminating at
7 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
8 the Permittee at least thirty (30) days before expiration of the term, ~~((the City Council may, by~~
9 ~~resolution,))~~ the Director of Transportation ("Director") may renew the permit for two (2)
10 successive ten (10) year terms, provided further that the total term of the permission as originally
11 granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of
12 Seattle ("City") ~~((by each such resolution))~~ to revise the fee provided for in Section 13 hereof,
13 and by ordinance to then revise any of the terms and conditions contained herein.

14 * * *

15 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
16 granted by this ordinance and until the skybridge is entirely removed from its location as
17 described in Section 1 or until discharged by order of the ~~((Board of Public Works))~~ Director as
18 provided in Section 4 of this ordinance, it shall at its own expense deliver to the Director ~~((of~~
19 ~~Engineering))~~ for filing with the City Clerk, general comprehensive policies of public liability
20 insurance, which policies must be approved by the City Attorney as to form and coverage and
21 which policies must fully protect the City from any and all claims and risks in connection with
22 (a) construction, reconstruction, operation, maintenance, use, or existence of the skybridge and of
23 any and all portions of the skybridge permitted by this ordinance, (b) Permittee's activity upon or
24 use or occupation of the areas described in Section 1 of this ordinance, and (c) any and all claims
25 and risks in connection with any activity performed by Permittee by virtue of the permission
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1 granted by this ordinance. Each such policy or policies must specifically name the City of Seattle
2 as an additional insured party thereunder and provide the following minimum coverages and
3 minimum limits:

4 Minimum Coverage: General comprehensive liability for any injury, death, damage,
5 and/or loss of any sort sustained by any person, organization, or corporation (including any
6 liability of the City for such to Permittee, its officers, agents and/or employees and any liability
7 of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection
8 with (a) operation, maintenance, use or existence of the skybridge and of any and all portions of
9 the skybridge permitted by this ordinance, (b) any activity upon or use or occupancy of the area
10 described in Section 1 of this ordinance, and (c) for any activity performed by Permittee by virtue
11 of the permission granted pursuant to this ordinance:

12 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
13 Permittee and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual
14 aggregate.

15 Each such policy or endorsement thereto must contain the following provisions:

16 “The City of Seattle is named as an additional insured for all coverage provided by this
17 policy of insurance and shall be fully and completely protected by this policy for all risks and for
18 any and every injury, death, damage and loss of any sort sustained by any person, organization or
19 corporation (including any liability of the City for such to Permittee Pike Place Market
20 Preservation and Development Authority, its successors and assigns, any of its employees and/or
21 agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in
22 connection with (a) operation, maintenance, use or existence of the skybridge and any
23 appurtenances thereto, permitted by the City of Seattle ordinance granting Pike Place Market
24 Preservation and Development Authority permission to operate and maintain a skybridge (b)
25 activities of Pike Place Market Preservation and Development Authority its successors and
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1 assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance,
2 as well as (c) any activity performed by Pike Place Market Preservation and Development
3 Authority, its successors and assigns by virtue of the permission granted by the aforesaid
4 ordinance.”

5 “The coverage provided by this policy to the City of Seattle or any other named insured shall not
6 be terminated, reduced or otherwise changed in any respect without providing at least thirty (30)
7 days prior written notice to the City of Seattle, Attention : Director of ((Engineering))
8 Transportation.”

9 ((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed
10 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
11 the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as
12 may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may
13 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
14 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
15 proof of the required levels of insurance and surety bond to the Director within 60 days.

16 * * *

17 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
18 conferred by this ordinance without the consent of the ((City Council by resolution)) Director.
19 The Director may approve assignment and/or transferal of the permit to a successor entity in the
20 case of a change of name and/or ownership provided that the successor or assignee has
21 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
22 If permission is granted, the assignee or transferee shall be bound by all of the terms and
23 conditions of this ordinance.

24 The permission conferred by this ordinance shall not be assignable or transferable by
25 operation of law.



1 p.m. on the last day of the tenth year; provided, however, that upon written application of the
2 Permittee at least thirty (30) days before expiration of the term, (~~the City Council may, by~~
3 ~~resolution,~~) the Director of Transportation ("Director") may renew the permit for two (2)
4 successive ten (10) year terms, provided further that the total term of the permission as originally
5 granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of
6 Seattle ("City") (~~by each such resolution~~) to revise the fee provided for in Section 13 hereof,
7 and by ordinance to then revise any of the terms and conditions contained herein.

8 * * *

9 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
10 granted by this ordinance and until the skybridge is entirely removed from its location as
11 described in Section 1 or until discharged by order of the (~~Board of Public Works~~) Director as
12 provided in Section 4 of this ordinance, it shall at its own expense deliver to the Director (~~of~~
13 ~~Engineering~~) for filing with the City Clerk, general comprehensive policies of public liability
14 insurance, which policies must be approved by the City Attorney as to form and coverage and
15 which policies must fully protect the City from any and all claims and risks in connection with
16 (a) construction, reconstruction, operation, maintenance, use, or existence of the parking
17 attendant kiosk permitted by this ordinance, (b) Permittee's activity upon or use or occupation of
18 the areas described in Section 1 of this ordinance, and (c) any and all claims and risks in
19 connection with any activity performed by Permittee by virtue of the permission granted by this
20 ordinance. Each such policy or policies must specifically name the City of Seattle as an
21 additional insured party thereunder and provide the following minimum coverages and minimum
22 limits:

23 Minimum Coverage: General, comprehensive liability insurance for any injury, death,
24 damage, and/or loss of any sort sustained by any person, organization, or corporation (including
25 any liability of the City for such to Permittee, its officers, agents and/or employees and any
26

1 liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in
2 connection with (a) operation, maintenance, use or existence of the parking attendant kiosk and
3 of any and all portions of the parking attendant kiosk permitted by this ordinance, (b) any activity
4 upon or use or occupancy of the area described in Section 1 of this ordinance, and (c) for any
5 activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

6 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
7 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and
8 annual aggregate.

9 Each such policy or endorsement thereto must contain the following provisions:

10 “The City of Seattle is named as an additional insured for all coverage provided by this
11 policy of insurance and shall be fully and completely protected by this policy for all risks and for
12 any and every injury, death, damage and loss of any sort sustained by any person, organization or
13 corporation (including any liability of the City for such to Permittee Pike Place Market
14 Preservation and Development Authority, its successors and assigns, any of its employees and/or
15 agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in
16 connection with (a) operation, maintenance, use or existence of the parking attendant kiosk and
17 any appurtenances thereto, permitted by the City of Seattle ordinance granting Pike Place Market
18 Preservation and Development Authority permission to operate and maintain a parking attendant
19 kiosk (b) activities of Pike Place Market Preservation and Development Authority its successors
20 and assigns, upon use or occupation of the areas described in Section 1 of the authorizing
21 ordinance, as well as (c) any activity performed by Pike Place Market Preservation and
22 Development Authority, its successors and assigns by virtue of the permission granted by the
23 aforesaid ordinance.”

24 “The coverage provided by this policy to the City of Seattle or any other named insured
25 shall not be terminated, reduced or otherwise changed in any respect without providing at least
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1 thirty (30) days prior written notice to the City of Seattle, Attention : Director of ~~((Engineering))~~
2 Transportation.”

3 ~~((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed~~
4 ~~pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,~~
5 ~~the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~
6 ~~may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
7 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
8 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
9 proof of the required levels of insurance and surety bond to the Director within 60 days.

10 * * *

11 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
12 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
13 The Director may approve assignment and/or transferal of the permit to a successor entity in the
14 case of a change of name and/or ownership provided that the successor or assignee has
15 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
16 If permission is granted, the assignee or transferee shall be bound by all of the terms and
17 conditions of this ordinance.

18 The permission conferred by this ordinance shall not be assignable or transferable by
19 operation of law.

20 13. That the Permittee, its successors and assigns, shall pay to the City such amounts as
21 may be justly chargeable by said City as costs of inspection of said parking attendant kiosk
22 during construction, reconstruction or at other times under the direction of the ~~((Board of Public~~
23 ~~Works))~~ Director and shall promptly pay to the City in advance upon statements or invoices
24 rendered by the Director ~~((of Engineering))~~ an annual fee of ~~((Three Hundred Fifty Seven Dollars~~
25 ~~(\$357.00) for the first five years of the permit.))~~ \$394.00 as established by Resolution 29956.



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1 ~~((The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established~~
2 ~~by resolution of the City Council for the next five years of the permit. All payments shall be~~
3 ~~made to the City Treasurer for the credit of the General Fund.)) Adjustments to the annual fee~~
4 amount shall be made in accordance with a term permit fee schedule adopted by the City Council
5 by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
6 only increase or decrease the previous year's fee amount annually to reflect any inflationary
7 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
8 adjusting the previous year's fee amount by the percentage change between the two most recent
9 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
10 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to
11 the City Finance Director for credit to the Transportation Operating Fund.

12 * * *

13
14 Section 41. Sections 2, 9, 12 and 13 of Ordinance 115021, Swedish Health Services
15 Pedestrian Tunnel at Broadway and Cherry, as modified by Ordinance 121493, are amended as
16 follows:

17 * * *

18 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
19 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
20 p.m. on the last day of the tenth year; provided, however, that upon written application of the
21 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
22 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
23 provided further that the total term of the permission as originally granted and thus extended
24 shall not exceed thirty years, subject to the right of the City ~~((by each such resolution))~~ to revise



1 the fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms and
2 conditions contained herein.

3 * * *

4 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
5 granted by this ordinance and until the tunnel is entirely removed from its location as described
6 in Section 1 or until discharged by order of the ((~~Board of Public Works~~)) Director as provided in
7 Section 4 of this ordinance, it shall at its own expense deliver to the Director ((~~of Engineering~~))
8 for filing with the City Clerk, general comprehensive policies of public liability insurance, which
9 policies must be approved by the City Attorney as to form and coverage and which policies must
10 fully protect the City from any and all claims and risks in connection with (a) construction,
11 reconstruction, operation, maintenance, use, or existence of the tunnel and of any and all portions
12 of the tunnel permitted by this ordinance, (b) Permittee's activity upon or use or occupation of
13 the areas described in Section 1 of this ordinance, and (c) any and all claims and risks in
14 connection with any activity performed by Permittee by virtue of the permission granted by this
15 ordinance. Each such policy or policies must specifically name the City of Seattle as an
16 additional insured party thereunder and provide the following minimum coverages and minimum
17 limits:

18 Minimum Coverage: General, comprehensive liability insurance for any injury, death,
19 damage, and/or loss of any sort sustained by any person, organization, or corporation (including
20 any liability of the City for such to Permittee, its officers, agents and/or employees and any
21 liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in
22 connection with (a) operation, maintenance, use or existence of the tunnel and of any and all
23 portions of the tunnel permitted by this ordinance, (b) any activity upon or use or occupancy of
24 the area described in Section 1 of this ordinance, and (c) for any activity performed by Permittee
25 by virtue of the permission granted pursuant to this ordinance:



1 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
2 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and
3 annual aggregate.

4 Each such policy or endorsement thereto must contain the following provisions:

5 “The City of Seattle is named as an additional insured for all coverage provided by this
6 policy of insurance and shall be fully and completely protected by this policy for all risks and for
7 any and every injury, death, damage and loss of any sort sustained by any person, organization or
8 corporation (including any liability of the City for such to Permittee (~~Broadway Medical Center~~
9 ~~Limited Partnership~~)) Swedish Health Services, its successors and assigns, any of its employees
10 and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and
11 employees) in connection with (a) operation, maintenance, use or existence of the tunnel and any
12 appurtenances thereto, permitted by the City of Seattle ordinance granting (~~Broadway Medical~~
13 ~~Center Limited Partnership~~)) Swedish Health Services permission to operate and maintain a
14 tunnel (b) activities of (~~Broadway Medical Center Limited Partnership~~)) Swedish Health
15 Services its successors and assigns, upon use or occupation of the areas described in Section 1 of
16 the authorizing ordinance, as well as (c) any activity performed by (~~Broadway Medical Center~~
17 ~~Limited Partnership~~)) Swedish Health Services, its successors and assigns by virtue of the
18 permission granted by the aforesaid ordinance.”

19 “The coverage provided by this policy to the City of Seattle or any other named insured
20 shall not be terminated, reduced or otherwise changed in any respect without providing at least
21 thirty (30) days prior written notice to the City of Seattle, Attention : Director of (~~Engineering~~)
22 Transportation.”

23 (~~Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed~~
24 ~~pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,~~
25 ~~the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~
26
27
28



1 ~~may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
2 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
3 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
4 proof of the required levels of insurance and surety bond to the Director within 60 days.

5 * * *

6 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
7 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
8 The Director may approve assignment and/or transferal of the permit to a successor entity in the
9 case of a change of name and/or ownership provided that the successor or assignee has
10 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

11 If permission is granted, the assignee or transferee shall be bound by all of the terms and
12 conditions of this ordinance.

13 The permission conferred by this ordinance shall not be assignable or transferable by
14 operation of law.

15 13. That the Permittee, its successors and assigns, shall pay to the City such amounts as
16 may be justly chargeable by said City as costs of inspection of said tunnel during construction,
17 reconstruction, repair, annual structural inspections, and at other times deemed necessary to
18 ensure the safety of said tunnel, as provided by Municipal Code Section 15.76. ~~((or at other~~
19 times under the direction of the Board of Public Works and)) Permittee shall promptly pay to the
20 City in advance upon statements rendered by the Director ~~((of Engineering))~~ an annual fee of
21 ~~((Three Thousand Seventy Dollars (\$3,070.00) for the first five years of the permit. The fee will~~
22 then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution
23 of the City Council for the next five years of the permit. All payments shall be made to the City
24 Treasurer for the credit of the General Fund. The first annual payment shall be paid 30 days after
25 approval of the ordinance.)) \$4,109.00 for the period beginning May 12, 2000, and ending May



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1 11, 2005 for the privileges granted and exercised hereunder as established by Ordinance 121493.
2 At the end of this period, adjustments to the annual fee amount shall be made in accordance with
3 a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every
4 year. In the absence of such a schedule, the Director may only increase or decrease the previous
5 year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant
6 dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by
7 the percentage change between the two most recent year-end values available of the Consumer
8 Price Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
9 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
10 Transportation Operating Fund.

11 * * *

12
13 Section 42. Sections 2, 9, 12 and 13 of Ordinance 115776, Fremont Dock Company
14 Utility Tunnel, as amended by Ordinance 120814 are amended as follows:

15 * * *

16 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
17 term of 10 years, commencing upon the effective date of this ordinance and terminating at 11:59
18 p.m. on the last day of the tenth year; provided, however, that upon written application of the
19 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
20 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
21 provided further that the total term of the permission as originally granted and thus extended
22 shall not exceed 30 years, subject to the right of the City ~~((by each such resolution))~~ to revise the
23 fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms and
24 conditions contained herein.

25 * * *



1 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
2 granted by this ordinance and until the utility tunnel is entirely removed from its location as
3 described in Section 1 or until discharged by order of the ((~~Board of Public Works~~)) Director as
4 provided in Section 4 of this ordinance, it shall at its own expense deliver to the Director ((~~of~~
5 ~~Engineering~~)) for filing with the City Clerk, general comprehensive policies of public liability
6 insurance, which policies must be approved by the City Attorney as to form and coverage and
7 which policies must fully protect the City from any and all claims and risks in connection with
8 (a) construction, reconstruction, operation, maintenance, use, or existence of the utility tunnel
9 permitted by this ordinance, (b) Permittee's activity upon or use or occupation of the areas
10 described in Section 1 of this ordinance, and (c) any and all claims and risks in connection with
11 any activity performed by Permittee by virtue of the permission granted by this ordinance. Each
12 such policy or policies must specifically name the City of Seattle as an additional insured party
13 thereunder and provide the following minimum coverages and minimum limits:

14 Minimum Coverage: General, comprehensive liability insurance for any injury, death,
15 damage, and/or loss of any sort sustained by any person, organization, or corporation (including
16 any liability of the City for such to Permittee, its officers, agents and/or employees and any
17 liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in
18 connection with (a) operation, maintenance, use or existence of the utility tunnel and any and all
19 portions of the utility tunnel permitted by this ordinance, (b) any activity upon or use or
20 occupancy of the area described in Section 1 of this ordinance, and (c) for any activity performed
21 by Permittee by virtue of the permission granted pursuant to this ordinance:

22 Minimum Limits: (Primary and excess) – not less than those otherwise carried by the
23 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and
24 annual aggregate.

25 Each such policy or endorsement thereto must contain the following provisions:
26
27
28



1 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
2 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
3 The Director may approve assignment and/or transferal of the permit to a successor entity in the
4 case of a change of name and/or ownership provided that the successor or assignee has
5 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

6 If permission is granted, the assignee or transferee shall be bound by all of the terms and
7 conditions of this ordinance.

8 The permission conferred by this ordinance shall not be assignable or transferable by
9 operation of law.

10 13. The Permittee, its successors and assigns, shall pay to the City such amounts as may
11 be justly chargeable by said City as costs of inspection of said utility tunnel during construction,
12 reconstruction, repair, annual structural inspections, and at other times under the direction of the
13 Director of Seattle Transportation and in addition shall promptly pay to the City in advance upon
14 statements rendered by the Director ~~((of Seattle Transportation))~~ an annual fee, for the privileges
15 granted and exercised hereunder, of Six Hundred Seventy-three Dollars (\$673.00) for each of the
16 first five years of the renewal period between September 29, 2001, and September 28, 2011.

17 ~~((The fee will then be evaluated by the City and a new fee will be established by resolution of the~~
18 ~~City Council for each succeeding five years of the permit. All payments shall be made to the~~
19 ~~City Finance Director for credit to the General Fund.))~~ After this period, adjustments to the
20 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
21 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
22 Director may only increase or decrease the previous year's fee amount annually to reflect any
23 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
24 calculated by adjusting the previous year's fee amount by the percentage change between the two
25 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-



1 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
2 shall be made to the City Finance Director for credit to the Transportation Operating Fund.

3 * * *

4
5 Section 43. Sections 2, 10 and 11 of Ordinance 115972, Port of Seattle Passenger Boat
6 Moorage and Passenger Loading Facility in Vine Street, are amended as follows:

7 * * *

8 2. The permission herein granted to the Port, its successors and assigns, shall be for a
9 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
10 p.m. on the last day of the tenth year; provided, however, that upon written application of the
11 Port at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
12 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
13 provided further that the total of the permission as originally granted and thus extended shall not
14 exceed 30 years, subject to the right of the City of Seattle ("City") ~~((by each such resolution))~~ to
15 revise the fee provided for in Section 11 hereof, and by ordinance to then revise any of the terms
16 and conditions contained herein. Further, the Port may provide written notice of its intent to
17 discontinue the use of the Facility and of the portion of Vine Street identified above, in which
18 case, subject to the terms and conditions stated in Section 3 below, the permission hereby granted
19 will terminate on the 60th day following the City's receipt of such written notice.

20 * * *

21 10. Except as provided in a lease agreement for use of the Facility, the Port shall not
22 assign or transfer any privileges conferred by this ordinance without the consent of the ~~((City~~
23 ~~Council by resolution))~~ Director. The Director may approve assignment and/or transfer of the
24 permit to a successor entity in the case of a change of name and/or ownership provided that the
25 successor or assignee has demonstrated its acceptance of all of the terms of the permission



1 granted to the initial Permittee. Whenever permission is granted, the assignee or transferee shall
2 be bound by all of the terms and conditions of this ordinance.

3 The permission conferred by this ordinance shall not be assignable or transferable by
4 operation of law.

5 11. The Port, its successors and assigns, shall pay to the City annual Street Use Permit
6 Fees as established by Council resolution. All payments shall be made to the ~~((City Treasurer))~~
7 City Finance Department for the credit of the ~~((General Fund))~~ Transportation Operating Fund.
8 ~~((with collection administered by the Engineering Department.))~~

9 * * *

10
11 Section 44. Sections 2, 9, 12 and 13 of Ordinance 116091, Swedish Health Services
12 Skybridge over Minor Avenue, as amended by Ordinances 118759 and 121495, are amended as
13 follows:

14 * * *

15 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
16 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
17 p.m. on the last day of the tenth year; provided, however, that upon written application of the
18 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
19 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
20 provided further that the total term of the permission as originally granted and thus extended
21 shall not exceed thirty years, subject to the right of the City ~~((by each such resolution))~~ to revise
22 the fee provided for in Section 12 hereof, and by ordinance to then revise any of the terms and
23 conditions contained herein.

24 * * *



1 9. For as long as the Permittee, its successors and assigns, shall exercise any permissions
2 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
3 as described in Section 1 or until discharged by order of the Director (~~(of Seattle Transportation)~~)
4 as provided in Section 4 of this ordinance, the Permittee shall obtain and maintain in full force
5 and effect, at its own expense, insurance policies which protect the City from any and all claims
6 and risks in conjunction with:

7 (a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge
8 permitted by this ordinance and of any and all portions of the skybridge;

9 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
10 of this ordinance, as well as;

11 (c) any and all claims and risks in conjunction with (~~and~~) any activity performed by
12 Permittee by virtue of the permission granted by this ordinance.

13 Minimum insurance requirements shall be an occurrence form policy of commercial
14 general liability, placed with a company admitted and licensed to conduct business in
15 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
16 aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall
17 add by endorsement The City of Seattle, its elected and appointed officers, officials, employees
18 and agents as additional insured. Coverage shall contain a Separation of Insureds Clause
19 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
20 specifically assigned in this coverage part to the first named insured, this insurance applies as if
21 each named insured were the only named insured, and separately to each insured against whom
22 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
23 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
24 to the validity of this permit.

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1 ~~permit. All payments shall be made to the City Treasurer for the credit of the General Fund.))~~
2 \$2,274.00 for the period beginning April 12, 2002 through April 11, 2007 as established by
3 Ordinance 121495. At the end of this period, adjustments to the annual fee amount shall be
4 made in accordance with a term permit fee schedule adopted by the City Council by ordinance
5 and may be adjusted every year. In the absence of such a schedule, the Director may only
6 increase or decrease the previous year's fee amount annually to reflect any inflationary changes
7 so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting
8 the previous year's fee amount by the percentage change between the two most recent year-end
9 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
10 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
11 Finance Director for credit to the Transportation Operating Fund.

12 * * *

13
14 Section 45. Section 2 of Ordinance 121495, Swedish Health Services Pedestrian
15 Skybridge, is amended as follows:

16 * * *

17 2. Pursuant to Section 2 of Ordinance 116091, Swedish Health Services shall also
18 promptly pay to the City in advance upon statements rendered by the Director an annual fee for
19 the privileges granted and exercised hereunder of Two Thousand Two Hundred Seventy-Four
20 Dollars (\$2,274.00) for the five year period beginning April 12, 2002 through April 11, 2007.
21 ~~((The annual fee will be re-evaluated by the City and a new fee will be established by ordinance~~
22 ~~of the City Council for the period beginning April 12, 2007, and ending April 11, 2012.))~~

23 * * *

24 Section 46. Sections 2, 11 and 12 of Ordinance 116634, Seattle Central Community
25 College Utility Tunnel, as modified by Resolution 29887, are amended as follows:



1 * * *

2 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
3 term of ten years, commencing on the effective date of this ordinance and terminating at 11:59
4 p.m. on the last day of the tenth year; provided, however, that upon written application of the
5 Permittee at least thirty (30) days before expiration of the term, ~~((the City Council may, by
6 resolution,))~~ the Director of Transportation ("Director") may renew the permit for two (2)
7 successive ten (10) year terms, provided further that the total term of the permission as originally
8 granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of
9 Seattle ("City") by ordinance to then revise any of the terms and conditions contained herein.

10 * * *

11 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
12 conferred by this ordinance without the consent of the ~~((City Council by resolution,))~~ Director.
13 The Director may approve assignment and/or transferal of the permit to a successor entity in the
14 case of a change of name and/or ownership provided that the successor or assignee has
15 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
16 If permission is granted, the assignee or transferee shall be bound by all of the terms and
17 conditions of this ordinance.

18 The permission conferred by this ordinance shall not be assignable or transferable by
19 operation of law.

20 12. The Permittee, its successors and assigns, shall pay to City such amounts as may be
21 justly chargeable by said City as costs of inspection of said utility tunnel during repair or
22 reconstruction, or at other times under the direction of the Director ~~((of Engineering))~~ and shall
23 promptly pay to the City in advance upon statements or invoices rendered by the Director ~~((of~~
24 ~~Engineering))~~ an annual fee of ~~((Six Hundred Eight Dollars (\$608.00) for the first five years of~~
25 ~~the permit.))~~ \$671.00 as established by Resolution 29887. ~~((The fee will then be evaluated by the~~



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1 ~~City Appraiser and a new annual fee will be established by resolution of the City Council for the~~
2 ~~next five years of the permit.))~~ Adjustments to the annual fee amount shall be made in
3 accordance with a term permit fee schedule adopted by the City Council by ordinance and may
4 be adjusted every year. In the absence of such a schedule, the Director may only increase or
5 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
6 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
7 previous year's fee amount by the percentage change between the two most recent year-end
8 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
9 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
10 ~~((Treasurer))~~ Finance Director for credit to the ~~((General Fund))~~ Transportation Operating Fund.

11 * * *

12
13 Section 47. Sections 2, 9, 12 and 13 of Ordinance 117105, Virginia Mason Medical
14 Center Skybridge, as modified by Resolution 30478, are amended as follows:

15 * * *

16 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
17 term of ten (10) years, commencing May 4, 1995 and terminating at 11:59 p.m. on the last day of
18 the tenth year; provided, however, that upon written application of the Permittee at least thirty
19 (30) days before expiration of the term, the ~~((City Council may, by resolution,))~~ Director of
20 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
21 provided further that the total term of the permission as originally granted and thus extended
22 shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ~~((each~~
23 ~~such resolution,))~~ to revise the fee provided for in Section 13 hereof, and by ordinance to then
24 revise any of the terms and conditions contained herein.

25 * * *



1 9. INSURANCE: For as long as the Permittee, its successors and assigns, shall exercise
2 any permission granted by this ordinance and until the pedestrian skybridge is entirely removed
3 from its location as described in Section 1, or until discharged by order of the Director of
4 ~~((Engineering))~~ as provided in Section 7 of this ordinance, the Permittee shall obtain and
5 maintain in full force and effect, at its own expense, insurance policies which protect the City
6 from any and all claims and risks in conjunction with: (a) reconstruction, operation, maintenance,
7 use or existence of the skybridge permitted by this ordinance and of any and all portions of the
8 skybridge; (b) the Permittee's activity upon or the use or occupation of the area described in
9 Section 1 of this ordinance, as well as; (c) any and all claims and risks in connection with and
10 activity performed by the Permittee by virtue of the permission granted by this ordinance.

11 Minimum insurance requirements shall be an occurrence form policy of commercial
12 general liability, placed with a company admitted and licensed to conduct business in
13 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000
14 aggregate each period. Coverage shall specifically name the pedestrian skybridge exposure.
15 Coverage shall add by endorsement The City of Seattle, its elected and appointed officers,
16 officials, employees and agents as additional insured. Coverage shall contain a Separation of
17 Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any
18 rights or duties specifically assigned in this coverage part to the first named insured, this
19 insurance applies as if each named insured were the only named insured, and separately to each
20 insured against whom claim is made or suit is brought." Evidence of current coverage shall be
21 submitted to the City in the form of a copy of the full insurance policy endorsements attached
22 thereto, and is a condition to the validity of this permit.

23 ~~((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed
24 pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle,
25 the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as~~



1 ~~may be specified by the Mayor.))~~ The Director, in consultation with the City Risk Manager, may
2 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
3 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
4 provide proof of the required levels of insurance and surety bond to the Director within 60 days.

5 * * *

6 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
7 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
8 The Director may approve assignment and/or transferal of the permit to a successor entity in the
9 case of a change of name and/or ownership provided that the successor or assignee has
10 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
11 If permission is granted, the assignee or transferee shall be bound by all of the terms and
12 conditions of this ordinance.

13 The permission conferred by this ordinance shall not be assignable or transferable by
14 operation of law.

15 13. The Permittee, its successors and assigns, shall pay to City such amounts as may be
16 justly chargeable by said City as costs of inspection of said pedestrian skybridge during repair or
17 reconstruction, or at other times under the direction of the Director ~~((of Engineering))~~ and in
18 addition shall promptly pay to the City in advance upon statements or invoices rendered by the
19 Director ~~((of Engineering))~~ an annual fee of ~~((Two Thousand Four Hundred Twenty Three~~
20 ~~Dollars (\$2,423.00) for the first five years of the permit.))~~ \$2,831.00 for the period beginning
21 May 4, 2000, and ending May 3, 2005 as established by Resolution 30478. ~~((The fee will then be~~
22 ~~evaluated by the City Appraiser and a new annual fee will be established by resolution of the City~~
23 ~~Council for the next five years of the permit.))~~ At the end of this period, adjustments to the
24 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
25 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the



1 Director may only increase or decrease the previous year's fee amount annually to reflect any
2 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
3 calculated by adjusting the previous year's fee amount by the percentage change between the two
4 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
5 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
6 shall be made to the City Finance Director for credit to the ((General Fund)) Transportation
7 Operating Fund.

8 * * *

9
10 Section 48. Sections 9 and 11 of Ordinance 117262, Port of Seattle Skybridge over
11 Alaskan Way, as amended by Ordinance 119078, are amended as follows:

12 * * *

13 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
14 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
15 as described in Section 1 or until discharged by order of the Director ((of Engineering)) of
16 Transportation ("Director") as provided in Section 7 of this ordinance, the Permittee shall obtain
17 and maintain in full force and effect, at its own expense, insurance policies which fully protect
18 the City from any and all claims and risks of any loss from perils which can be insured against
19 under general liability insurance contracts and fire insurance contracts, including any extended
20 coverage endorsements thereto which are customarily available from time to time, in conjunction
21 with: (a) construction, reconstruction, operation, maintenance, use, or existence of the pedestrian
22 skybridge permitted by this ordinance and of any and all portions of the pedestrian skybridge; (b)
23 Permittee's activity upon or the use or occupation of the areas described in Section 1 of this
24 ordinance, as well as; (c) any and all claims and risks in connection with any activity performed
25 by the Permittee by virtue of the permission granted by this ordinance.

1 Minimum insurance requirements shall be a policy of comprehensive commercial general
2 liability of a form acceptable to the City. The City will require insurance coverage to be placed
3 with a company admitted and licensed to conduct business in Washington State, except that if it
4 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
5 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
6 Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add
7 by endorsement the City of Seattle, its elected and appointed officers, officials, employees and
8 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
9 essentially that except with respect to the limits of insurance, and any rights or duties specifically
10 assigned in this coverage part of the first named insured, this insurance applies as if each named
11 insured were the only named insured, and separately to each insured against whom claim is made
12 or suit is brought. The City will not accept a certificate of insurance as evidence of current
13 coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy
14 of the insurance policy declaration page, indicating all endorsements attached thereto, and is a
15 condition to the validity of this permit.

16 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
17 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
18 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
19 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
20 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
21 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
22 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
23 the Director within 60 days.~~

24 * * *



1 described in Section 1 or until discharged by order of the Director ((of Engineering)) of
2 Transportation (“Director”) as provided in Section 7 of this ordinance, the Permittee shall obtain
3 and maintain in full force and effect, at its own expense, insurance policies which protect against
4 claims and risks in conjunction with: (a) reconstruction, operation, maintenance, use or existence
5 of the skybridge permitted by this ordinance and of any and all portions of the skybridge; (b)
6 Permittee’s activities upon or the use or occupation of the areas described in Section 1 of this
7 ordinance, as well as; (c) any and all claims and risks in connection with any activity performed
8 by the Permittee by virtue of the permission granted by this ordinance.

9 Minimum insurance requirements shall be an occurrence form policy of commercial
10 general liability, placed with a company admitted and licensed to conduct business in
11 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
12 aggregate each period. Coverage shall specifically name the skybridge exposure. Coverage shall
13 add by endorsement the City of Seattle, its elected and appointed officers, officials and agents as
14 additional insured. Coverage shall contain a Separation of Insureds indicating essentially that
15 “except with respect to the limits of insurance, and any rights or duties specifically assigned in
16 this coverage part to the first named insured, this insurance applies as if each named insured were
17 the only named insured, and separately to each insured against whom claim is made or suit is
18 brought. Evidence of current coverage shall be submitted to the City in the form of a copy of the
19 full policy with all endorsements attached thereto, and is a condition to the validity of this permit.

20 ((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance
21 filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of
22 Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in
23 such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
24 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
25 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
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27
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1 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
2 the Director within 60 days.

3 * * *

4 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
5 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
6 The Director may approve assignment and/or transferal of the permit to a successor entity in the
7 case of a change of name and/or ownership provided that the successor or assignee has
8 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
9 If permission is granted, the assignee or transferee shall be bound by all of the terms and
10 conditions of this ordinance.

11 The permission conferred by this ordinance shall not be assignable or transferable by
12 operation of law.

13 13. The Permittee, its successors and assigns, shall pay to the City such amounts as may
14 be justly chargeable by said City as costs of inspection of said pedestrian skybridge during repair
15 or reconstruction or at other times under the direction of the Director ~~((of Engineering))~~ an
16 annual fee of ~~((One Thousand Eighty Five Dollars (\$1,085.00) for each of the first five years of~~
17 ~~the permit. The fee will then be re-evaluated by the City Appraiser and a new annual fee will be~~
18 ~~established by resolution of the City Council for each succeeding five years of the permit. All~~
19 ~~payments shall be made to the City Finance Director for the credit of the General Fund. The~~
20 ~~annual fee shall be retroactive to January 20, 1993.))~~ \$1,197.00 as established by Resolution
21 29695. Adjustments to the annual fee amount shall be made in accordance with a term permit fee
22 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
23 absence of such a schedule, the Director may only increase or decrease the previous year's fee
24 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
25 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the



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1 percentage change between the two most recent year-end values available of the Consumer Price
2 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
3 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
4 Transportation Operating Fund.

5 * * *

6
7 Section 50. Sections 2, 9, 12 and 13 of Ordinance 117590, Colonial Grand Pacific
8 Building Owners Skybridge, as modified by Resolution 29803, are amended as follows:

9 * * *

10 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
11 term of ten (10) years, commencing January 20, 1993 and terminating at 11:59 p.m. on the last
12 day of the tenth year; provided, however, that upon written application of the Permittee at least
13 thirty (30) days before expiration of the term, the ~~((City Council may, by resolution,))~~ Director of
14 Transportation ("Director") renew the permit for two (2) successive ten (10) year terms, provided
15 further that the total term of the permission as originally granted and thus extended shall not
16 exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance to then
17 revise any of the terms and conditions contained herein.

18 * * *

19 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
20 granted by this ordinance and until the skybridge is entirely removed from its location as
21 described in Section 1 or until discharged by order of the Director ~~((of Engineering))~~ as provided
22 in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at
23 its own expense, insurance policies which protect against claims and risks in conjunction with:
24 (a) reconstruction, operation, maintenance, use or existence of the skybridge permitted by this
25 ordinance and of any and all portions of the skybridge; (b) Permittee's activities upon or the use
26



1 or occupation of the areas described in Section 1 of this ordinance, as well as; (c) any and all
2 claims and risks in connection with any activity performed by the Permittee by virtue of the
3 permission granted by this ordinance.

4 Minimum insurance requirements shall be an occurrence form policy of commercial
5 general liability, placed with a company admitted and licensed to conduct business in
6 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
7 aggregate each period. Coverage shall specifically name the skybridge exposure. Coverage shall
8 add by endorsement the City of Seattle, its elected and appointed officers, officials and agents as
9 additional insured. Coverage shall contain a Separation of Insureds indicating essentially that
10 "except with respect to the limits of insurance, and any rights or duties specifically assigned in
11 this coverage part to the first named insured, this insurance applies as if each named insured were
12 the only named insured, and separately to each insured against whom claim is made or suit is
13 brought. Evidence of current coverage shall be submitted to the City in the form of a copy of the
14 full policy with all endorsements attached thereto, and is a condition to the validity of this permit.

15 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such~~
16 ~~insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the~~
17 ~~Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be~~
18 ~~specified by the City Risk Manager to bring Permittee into compliance with the insurance~~
19 ~~provisions of this ordinance.)) The Director, in consultation with the City Risk Manager, may
20 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
21 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
22 proof of the required levels of insurance and surety bond to the Director within 60 days.~~

23 * * *

24 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
25 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.



1 The Director may approve assignment and/or transferal of the permit to a successor entity in the
2 case of a change of name and/or ownership provided that the successor or assignee has
3 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
4 If permission is granted, the assignee or transferee shall be bound by all of the terms and
5 conditions of this ordinance.

6 The permission conferred by this ordinance shall not be assignable or transferable by
7 operation of law.

8 13. The Permittee, its successors and assigns, shall pay to City such amounts as may be
9 justly chargeable by said City as costs of inspection of said pedestrian skybridge during repair or
10 reconstruction, or at other times under the direction of the Director (~~(of Engineering)~~) and in
11 addition shall promptly pay to the City in advance upon statements or invoices rendered by the
12 Director (~~(of Engineering)~~) an annual fee of (~~(One Thousand Eighty Five Dollars (\$1,085.00) for~~
13 ~~each of the first five years of the permit.)~~) \$1,197.00 as established by Resolution 29803. (~~(The~~
14 ~~fee will then be evaluated by the City Appraiser and a new annual fee will be established by~~
15 ~~resolution of the City Council for each succeeding five years of the permit.)~~) Adjustments to the
16 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
17 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
18 Director may only increase or decrease the previous year's fee amount annually to reflect any
19 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
20 calculated by adjusting the previous year's fee amount by the percentage change between the two
21 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
22 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
23 shall be made to the City Finance Director for credit to the (~~(General Fund)~~) Transportation
24 Operating Fund.

25 * * *



1 Section 51. Sections 2, 10, 13 and 14 of Ordinance 117736, Fisher Properties, Inc.
2 Pedestrian Overpass, as amended by Ordinance 118277, are amended as follows:

3 * * *

4 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
5 term of twenty (20) years, commencing upon the effective date of this ordinance and terminating
6 at 11:59 p.m. on the last day of the twentieth year; provided, however, that upon written
7 application of the Permittee at least thirty (30) days before expiration of the term, the ((City
8 Council may, by resolution,)) Director of Transportation (“Director”) may renew the permit for
9 three (3) successive ten (10) year terms, provided further that the total term of the permission as
10 originally granted and thus extended shall not exceed fifty (50) years, subject to the right of the
11 City of Seattle “City” to revise the fee provided for in Section 14 hereof, and to periodically
12 review the terms and conditions contained herein and, after consultation with the Permittee, may
13 by ordinance revise said terms and conditions.

14 * * *

15 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
16 granted by this ordinance and until the overpass is entirely removed from its location as
17 described in Section 1 or until discharged by order of the Director ((of Engineering)) as provided
18 in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at
19 its own expense, insurance policies which protect against claims and risks in conjunction with:
20 (a) construction, reconstruction, operation, maintenance, use or existence of the overpass
21 permitted by this ordinance and of any and all portions of the overpass; (b) Permittee’s activities
22 upon or the use or occupation of the areas described in Section 1 of this ordinance, as well as; (c)
23 any and all claims and risks in conjunction with any activity performed by Permittee by virtue of
24 the permission granted by this ordinance.



1 Minimum insurance requirements shall be an occurrence form policy of commercial
2 general liability, placed with a company admitted and licensed to conduct business in
3 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
4 aggregate. Coverage shall specifically name the overpass exposure. Coverage shall add by
5 endorsement the City of Seattle, its elected and appointed officers, officials and agents as
6 additional insured. Coverage shall contain a Separation of Insureds clause indicating essentially
7 that except with respect to the limits of insurance, and any rights or duties specifically assigned
8 in this coverage part to the first named insured, this insurance applies as if each named insured
9 were the only named insured, and separately to each insured against whom claim is made or suit
10 is brought. Evidence of current coverage shall be submitted to the City in form of a copy of the
11 full policy with all endorsements attached thereto, and is a condition to the validity of this permit.

12 ~~((Whenever in the judgement of the Risk Manager of the City of Seattle, such insurance~~
13 ~~filed pursuant to the provisions thereof shall be deemed insufficient to fully protect the City of~~
14 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
15 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the~~

16 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
17 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
18 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
19 the Director within 60 days.

20 * * *

21 13. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
22 conferred by this ordinance without the consent of the ~~((City Council by resolution.))~~ Director.
23 The Director may approve assignment and/or transferal of the permit to a successor entity in the
24 case of a change of name and/or ownership provided that the successor or assignee has
25 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.



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1 If permission is granted, the assignee or transferee shall be bound by all of the terms and
2 conditions of this ordinance.

3 The permission conferred by this ordinance shall not be assignable or transferable by
4 operation of law.

5 14. The Permittee, its successors and assigns, shall pay to the City such amounts as may
6 be justly chargeable by said City as costs of inspection of said pedestrian overpass during
7 construction, reconstruction, repair or at other times under the direction of the Director (~~of~~
8 ~~Engineering~~). In addition Permittee shall promptly pay to the City in advance upon statements or
9 invoices rendered by the Director (~~of Engineering~~) an annual fee of One Thousand Two
10 Hundred Fifteen Dollars (\$1,215.00) for the first ten years of the permit. (~~The fee will then be~~
11 ~~re-evaluated by the City and a new annual fee will be established by resolution of the City~~
12 ~~Council for each succeeding ten years of the permit. All payments shall be made to the City~~
13 ~~Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to the
14 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
15 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
16 Director may only increase or decrease the previous year's fee amount annually to reflect any
17 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
18 calculated by adjusting the previous year's fee amount by the percentage change between the two
19 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
20 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
21 shall be made to the City Finance Director for credit to the Transportation Operating Fund.~~

22 * * *

23
24 Section 52. Sections 2, 9, 11 and 12 of Ordinance 118038, Robert M. Barrie Portion of
25 Building in the Right-of-Way, is amended as follows:



1 * * *

2 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
3 term of ten (10) years, commencing on the effective date of this ordinance and terminating at
4 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
5 the Permittee at least thirty (30) days before expiration of the term, ~~((the City Council may, by~~
6 ~~resolution,))~~ the Director of Transportation ("Director") may renew the permit for two (2)
7 successive ten (10) year terms, provided further that the total term of the permission as originally
8 granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of
9 Seattle ("City") by ordinance to then revise any of the terms and conditions contained herein.

10 * * *

11 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
12 granted by this ordinance and until the structure is entirely removed from its location as
13 described in Section 1 or until discharged by order of the Director ~~((of Engineering))~~ of
14 Transportation ("Director") as provided in Section 7 of this ordinance, the Permittee shall obtain
15 and maintain in full force and effect, at its own expense, insurance policies which fully protect
16 the City from any and all claims and risks of any loss from perils which can be insured against
17 under general liability insurance contracts and fire contracts, including any extended coverage
18 endorsements thereto which are customarily available from time to time, in conjunction with: (a)
19 reconstruction, operation, maintenance, use, or existence of the structure permitted by this
20 ordinance and of any and all portions of the structure; (b) Permittee's activity upon or the use or
21 occupation of the areas described in Section 1 of this ordinance, as well as; (c) any and all claims
22 and risks in connection with any activity performed by the Permittee by virtue of the permission
23 granted by this ordinance.

24 Minimum insurance requirements shall be a policy of comprehensive commercial general
25 liability of a form acceptable to the City. The City will require insurance coverage to be placed
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1 with a company admitted and licensed to conduct business in Washington State, except that if it
2 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
3 policy limits shall be \$1,000,000 per occurrence, \$2,000,000 annual aggregate each period.
4 Coverage shall specifically name the structure exposure. Liability coverage shall add by
5 endorsement the City of Seattle, its elected and appointed officers, officials, employees and
6 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
7 essentially that except with respect to the limits of insurance, and any rights or duties specifically
8 assigned in this coverage part of the first named insured, this insurance applies as if each named
9 insured were the only named insured, and separately to each insured against whom claim is made
10 or suit is brought. The City will not accept a certificate of insurance as evidence of current
11 coverage. Evidence of current coverage shall be submitted to the City in the form of a copy of the
12 full insurance policy with all endorsements attached thereto, and is a condition to the validity of
13 this permit.

14 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such~~
15 ~~insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the~~
16 ~~Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be~~
17 ~~specified by the Risk Manager.)) The Director, in consultation with the City Risk Manager, may
18 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
19 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
20 provide proof of the required levels of insurance and surety bond to the Director within 60 days.~~

21 * * *

22 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
23 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
24 The Director may approve assignment and/or transfer of the permit to a successor entity in the
25 case of a change of name and/or ownership provided that the successor or assignee has



1 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

2 If permission is granted, the assignee or transferee shall be bound by all of the terms and
3 conditions of this ordinance.

4 The permission conferred by this ordinance shall not be assignable or transferable by
5 operation of law.

6 12. The Permittee, his successors and assigns, shall pay to the City such amounts as may
7 be justly chargeable by said City as costs of inspection of said structure during reconstruction,
8 repair, annual structural inspections, and at other times under the direction of the Director (~~of~~
9 ~~Engineering~~) and shall promptly pay to the City in advance upon statements or invoices rendered
10 by the Director (~~of Engineering~~) an annual Street Use fee (~~of Sixty Dollars (\$60.00) or such~~
11 ~~other fee~~) established by ordinance of the City Council, and listed in the Street Use Fee
12 Schedule for each of the ten years of the permit. All payments shall be made to the City Finance
13 Director for credit to the (~~General Fund~~) Transportation Operating Fund.

14 * * *

15
16 Section 53. Sections 2, 10, 12 and 13 of Ordinance 118159, Airborne Express Skybridge,
17 are amended as follows:

18 * * *

19 2. The permission herein granted to the Permittee, his successors and assigns shall be for
20 a term of ten (10) years, commencing on the effective date of this ordinance and terminating at
21 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
22 the Permittee at least thirty (30) days before expiration of the term, the (~~City Council may, by~~
23 ~~resolution,~~) Director of Transportation ("Director") may renew the permit for two (2) successive
24 ten (10) year terms, provided further that the total term of the permission as originally granted
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1 and thus extended shall not exceed thirty (30) years, subject to the right of The City of Seattle
2 ("City") by ordinance to then revise any of the terms and conditions contained herein.

3 * * *

4 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
5 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
6 as described in Section 1 or until discharged by order of the Director (~~of Engineering~~) as
7 provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and
8 effect, at its own expense, insurance policies which protect against claims and risks in
9 conjunction with: (a) reconstruction, operation, maintenance, use or existence of the pedestrian
10 skybridge permitted by this ordinance and of any and all portions of the skybridge; (b)
11 Permittee's activities upon or the use or occupation of the areas described in Section 1 of this
12 ordinance, as well as; (c) any and all claims and risks in connection with any activity performed
13 by the Permittee by virtue of the permission granted by this ordinance.

14 Minimum insurance requirements shall be an occurrence form policy of commercial
15 general liability, placed with a company admitted and licensed to conduct business in
16 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
17 aggregate each period. Coverage shall specifically name the pedestrian skybridge exposure.
18 Coverage shall add by endorsement the City of Seattle, its elected and appointed officers,
19 officials and agents as additional insured. Coverage shall contain a Separation of Insureds
20 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
21 specifically assigned in this coverage part to the first named insured, this insurance applies as if
22 each named insured were the only named insured, and separately to each insured against whom
23 claim is made or suit is brought. Evidence of current coverage shall be submitted to the City in
24 the form of a copy of the full policy with all endorsements attached thereto, and is a condition to
25 the validity of this permit.

1 years of the permit. The fee will then be evaluated by the City and a new annual fee will be
2 established by resolution of the City Council for each succeeding five years of the permit.))
3 Adjustments to the annual fee amount shall be made in accordance with a term permit fee
4 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
5 absence of such a schedule, the Director may only increase or decrease the previous year's fee
6 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
7 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
8 percentage change between the two most recent year-end values available of the Consumer Price
9 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
10 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
11 ~~((General Fund))~~ Transportation Operating Fund.

12 * * *

13
14 Section 54. Sections 2, 10 and 11 of Ordinance 118346, University of Washington
15 Pedestrian Skybridge Over Northeast Pacific Street, are amended as follows:

16 * * *

17 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
18 term of ten (10) years, commencing December 6, 1994 and terminating at 11:59 p.m. on the last
19 day of the tenth year; provided, however, that upon written application of the Permittee at least
20 thirty (30) days before expiration of the term, the ~~((City Council may, by resolution))~~ Director of
21 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
22 provided further that the total term of the permission as originally granted and thus extended
23 shall not exceed thirty (30) years, subject to the right of the City by ordinance to then revise any
24 of the terms and conditions contained herein.

25 * * *



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1 shall not exceed thirty (30) years, subject to the right of the City by ordinance to then revise any
2 of the terms and conditions contained herein.

3 * * *

4 10. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
5 conferred by this ordinance without the consent of the (~~City Council by resolution~~) Director.
6 The Director may approve assignment and/or transferal of the permit to a successor entity in the
7 case of a change of name and/or ownership provided that the successor or assignee has
8 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
9 If permission is granted, the assignee or transferee shall be bound by all of the terms and
10 conditions of this ordinance.

11 The permission conferred by this ordinance shall not be assignable or transferable by
12 operation of law.

13 11. The Permittee, its successors and assigns, shall pay to the City such amounts as may
14 be chargeable by said City as costs of inspection of said pedestrian skybridge during its repair,
15 reconstruction, maintenance or at other times under the direction of the Director (~~of~~
16 ~~Engineering~~). All payments shall be made to the City Finance Director for the credit of the
17 (~~General Fund~~) Transportation Operating Fund.

18 * * *

19
20 Section 56. Sections 9 and 10 of Ordinance 118367, Washington State Major League
21 Baseball Stadium Public Facility District Retractable Roof, are amended as follows:

22 * * *

23 9. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
24 conferred by this ordinance, other than to the Major League baseball team that will use the
25 Ballpark, without the consent of the (~~City Council by resolution~~) Director of Transportation.



1 The Director may approve assignment and/or transferal of the permit to a successor entity in the
2 case of a change of name and/or ownership provided that the successor or assignee has
3 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

4 If permission is granted, the assignee or transferee shall be bound by all of the terms and
5 conditions of this ordinance.

6 The permission conferred by this ordinance shall not be assignable or transferable by
7 operation of law.

8 10. The Permittee, its successors and assigns, shall pay to the City such amounts as may
9 be chargeable by said City as costs of inspection of said structures during its construction,
10 reconstruction, repair, maintenance or at other times under the direction of the Director ((of
11 ~~Engineering~~)). All payments shall be made to the City Finance Director for the credit of the
12 ((~~General Fund~~)) Transportation Operating Fund.

13 * * *

14
15 Section 57. Sections 11 and 12 of Ordinance 118467, University of Washington Utility
16 Tunnels, are amended as follows:

17 * * *

18 Section 11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any
19 privileges conferred by this ordinance without the consent of the ((~~City Council by resolution.~~))
20 Director. The Director may approve assignment and/or transferal of the permit to a successor
21 entity in the case of a change of name and/or ownership provided that the successor or assignee
22 has demonstrated its acceptance of all of the terms of the permission granted to the initial
23 Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms
24 and conditions of this ordinance.



1 and effect, at its own expense, insurance policies which protect the City from any and all claims
2 and risks in conjunction with:

3 (a) construction, reconstruction, operation, maintenance, use or existence of the
4 pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian
5 skybridge;

6 (b) Permittee's activities upon or the use or occupation of the areas described in Section 1
7 of this ordinance, as well as;

8 (c) any and all claims and risks in connection with any activity performed by the
9 Permittee by virtue of the permission granted by this ordinance.

10 Minimum insurance requirements shall be an occurrence form policy of commercial
11 general liability, placed with a company admitted and licensed to conduct business in
12 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
13 aggregate each period. Coverage shall specifically name the pedestrian skybridge exposure.
14 Coverage shall add by endorsement the City of Seattle, its elected and appointed officers,
15 officials and agents as additional insured. Coverage shall contain a Separation of Insureds
16 indicating essentially that "except with respect to the limits of insurance, and any rights or duties
17 specifically assigned in this coverage part to the first named insured, this insurance applies as if
18 each named insured were the only named insured, and separately to each insured against whom
19 claim is made or suit is brought. Evidence of current coverage shall be submitted to the City in
20 the form of a copy of the full policy with all endorsements attached thereto, and is a condition to
21 the validity of this permit.

22 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
23 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
24 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
25 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the~~



1 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
2 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
3 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
4 the Director within 60 days.

5 * * *

6 13. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
7 or encumber any privileges conferred by this ordinance without the consent of the ((City Council
8 by resolution)) Director, which consent shall not be unreasonably withheld. The Director may
9 approve assignment and/or transferal of the permit to a successor entity in the case of a change of
10 name and/or ownership provided that the successor or assignee has demonstrated its acceptance
11 of all of the terms of the permission granted to the initial Permittee. If permission is granted, the
12 assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

13 The permission conferred by this ordinance shall not be assignable or transferable by
14 operation of law.

15 14. The Permittee, its successors and assigns, shall pay to The City of Seattle such
16 amounts as may be justly chargeable by said City as costs of inspection of said pedestrian
17 skybridge during construction, repair, annual structural inspections, and at other times deemed
18 necessary to ensure the safety of the skybridge, under the direction of the Director ((of
19 Transportation)) and in addition shall promptly pay to the City in advance upon statements or
20 invoices rendered by the Director ((of Transportation)) an annual fee for the privileges granted
21 and exercised hereunder of Five Thousand Nine Hundred Thirty-Three Dollars (\$5,933.00). ((for
22 each of the first five years of the permit. The fee will then be evaluated by the City and a new fee
23 will be established by resolution of the City Council for each succeeding five years of the
24 permit.)) Adjustments to the annual fee amount shall be made in accordance with a term permit
25 fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the
26
27
28



1 absence of such a schedule, the Director may only increase or decrease the previous year's fee
2 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
3 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the
4 percentage change between the two most recent year-end values available of the Consumer Price
5 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
6 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
7 ((General Fund)) Transportation Operating Fund.

8 * * *

9
10 Section 59. Sections 2, 9, 12 and 13 of Ordinance 118908, Quadrant Corporation
11 Vehicular and Pedestrian Ramp, are amended as follows:

12 * * *

13 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
14 term of ten (10) years, commencing on the effective date of this ordinance and terminating at
15 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
16 the Permittee at least thirty (30) days before expiration of the term, ~~((the City Council may, by~~
17 ~~resolution,)) the Director of Transportation ("Director") may renew the permit for two (2)
18 successive ten (10) year terms, provided further that the total term of the permission as originally
19 granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of
20 Seattle ("City") by ordinance to then revise any of the terms and conditions contained herein.~~

21 * * *

22 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
23 granted by this ordinance and until the ramp is entirely removed from its location as described in
24 Section 1 or until discharged by order of the Director ~~((of Seattle Transportation))~~ as provided in
25 Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its

1 own expense, insurance policies which protect the City from any and all loss, damages, suits,
2 liability, claims, demands or costs resulting from injury or harm to persons or property.

3 Minimum insurance requirements shall be an occurrence form policy of commercial
4 general liability, placed with a company admitted and licensed to conduct business in
5 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
6 aggregate. Coverage shall specifically name the ramp exposure. Coverage shall add by
7 endorsement the City of Seattle, its elected and appointed officers, officials and agents as
8 additional insured. Coverage shall contain a Separation of Insureds indicating essentially that
9 "except with respect to the limits of insurance, and any rights or duties specifically assigned in
10 this coverage part to the first named insured, this insurance applies as if each named insured were
11 the only named insured, and separately to each insured against whom claim is made or suit is
12 brought. Evidence of current coverage shall be submitted to the City in the form of a copy of the
13 full policy with all endorsements attached thereto, and is a condition to the validity of this permit.

14 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
15 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
16 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
17 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
18 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
19 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
20 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
21 the Director within 60 days.~~

22 * * *

23 12. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
24 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council~~
25 ~~by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to~~



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1 a successor entity in the case of a change of name and/or ownership provided that the successor
2 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
3 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
4 terms and conditions of this ordinance.

5 The permission conferred by this ordinance shall not be assignable or transferable by
6 operation of law.

7 13. The Permittee, its successors and assigns, shall pay to the City of Seattle such
8 amounts as may be justly chargeable by said City as costs of inspection of said ramp during
9 construction, reconstruction, or repair, and at other times deemed necessary to ensure the safety
10 of the ramp, under the direction of the Director of Transportation, and in addition shall promptly
11 pay to the City in advance upon statements or invoices rendered by the Director (~~of Seattle~~
12 ~~Transportation~~) an annual fee for the privileges granted and exercised hereunder of Seven
13 Hundred Fifty-Three (\$753.00). (~~for each of the first five years of the permit. The fee will then~~
14 ~~be evaluated by the City and a new fee will be established by resolution of the City Council for~~
15 ~~each succeeding five years of the permit.)) Adjustments to the annual fee amount shall be made
16 in accordance with a term permit fee schedule adopted by the City Council by ordinance and may
17 be adjusted every year. In the absence of such a schedule, the Director may only increase or
18 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
19 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
20 previous year's fee amount by the percentage change between the two most recent year-end
21 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
22 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
23 Finance Director for credit to the (~~General Fund~~) Transportation Operating Fund.~~

24 * * *



1 Section 60. Sections 2, 9, 12 and 13 of Ordinance 119160, Estate of Violet Diamond
2 d.b.a. Vine Investment Company Two Pedestrian Skybridges over 1st-2nd Avenues Alley, are
3 amended as follows:

4 * * *

5 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
6 term of ten (10) years, commencing September 24, 1998 and terminating at 11:59 p.m. on the last
7 day of the tenth year; provided, however, that upon written application of the Permittee at least
8 thirty (30) days before expiration of the term, the ~~((City Council may, by resolution,))~~ Director of
9 Transportation ("Director") renew the permit for two (2) successive ten (10) year terms, provided
10 further that the total term of the permission as originally granted and thus extended shall not
11 exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance to then
12 revise any of the terms and conditions contained herein.

13 * * *

14 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
15 granted by this ordinance and until the skybridges are entirely removed from their location as
16 described in Section 1 or until discharged by order of the Director ~~((of Seattle Transportation))~~ as
17 provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and
18 effect, at its own expense, insurance policies which protect the City from any and all claims and
19 risks in conjunction with:

20 (a) reconstruction, operation, maintenance, use or existence of the skybridges permitted
21 by this ordinance and of any and all portions of the skybridges;

22 (b) the Permittee's activities upon or the use or occupation of the areas described in
23 Section 1 of this ordinance, as well as;

24 (c) any and all claims and risks in connection with any activity performed by the
25 Permittee by virtue of the permission granted by this ordinance.



1 Minimum insurance requirements shall be an occurrence form policy of commercial
2 general liability, placed with a company admitted and licensed to conduct business in
3 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
4 aggregate. Coverage shall specifically name the skybridges exposure. Coverage shall add by
5 endorsement the City of Seattle, its elected and appointed officers, officials, employees and
6 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
7 essentially that "except with respect to the limits of insurance, and any rights or duties
8 specifically assigned in this coverage part to the first named insured, this insurance applies as if
9 each named insured were the only named insured, and separately to each insured against whom
10 claim is made or suit is brought. Evidence of current coverage shall be submitted to the City in
11 the form of a copy of the full policy with all endorsements attached thereto, and is a condition to
12 the validity of this permit.

13 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
14 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
15 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
16 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
17 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
18 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
19 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
20 the Director within 60 days.~~

21 * * *

22 12. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
23 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council~~
24 ~~by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to
25 a successor entity in the case of a change of name and/or ownership provided that the successor
26~~



1 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
2 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
3 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
4 assignable or transferable by operation of law.

5 13. The Permittee, its successors and assigns, shall pay to The City of Seattle such
6 amounts as may be justly chargeable by said City as costs of inspection of said skybridges during
7 reconstruction, repair, annual structural inspections, and at other times deemed necessary to
8 ensure the safety of the skybridges, under the direction of the Director ~~((of Transportation))~~ and
9 in addition shall promptly pay to the City in advance upon statements or invoices rendered by the
10 Director ~~((of Transportation))~~ an annual fee for the privileges granted and exercised hereunder of
11 One Thousand Four Dollars (\$1,004.00). ~~((for each of the first five years of the permit. The fee~~
12 ~~will then be evaluated by the City and a new fee will be established by resolution of the City~~
13 ~~Council for each succeeding five years of the permit.))~~ Adjustments to the annual fee amount
14 shall be made in accordance with a term permit fee schedule adopted by the City Council by
15 ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
16 only increase or decrease the previous year's fee amount annually to reflect any inflationary
17 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by
18 adjusting the previous year's fee amount by the percentage change between the two most recent
19 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
20 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
21 City Finance Director for credit to the ~~((General Fund))~~ Transportation Operating Fund.

22 * * *

23
24 Section 61. Sections 2, 9, 12 and 13 of Ordinance 119161, General Insurance Company of
25 America skybridge across 11th-12th Avenues Northeast Alley, are amended as follows:
26
27
28

1 * * *

2 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
3 term of ten (10) years, commencing August 15, 1998 and terminating at 11:59 p.m. on the last
4 day of the tenth year; provided, however, that upon written application of the Permittee at least
5 thirty (30) days before expiration of the term, the ~~((City Council may, by resolution,))~~ Director of
6 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
7 provided further that the total term of the permission as originally granted and thus extended
8 shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance
9 to then revise any of the terms and conditions contained herein.

10 * * *

11 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
12 granted by this ordinance and until the skybridge is entirely removed from its location as
13 described in Section 1 or until discharged by order of the Director ~~((of Seattle Transportation))~~ as
14 provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and
15 effect, at its own expense, insurance policies which protect the City from any and all claims and
16 risks in conjunction with:

17 (a) construction, reconstruction, operation, maintenance, use or existence of the skybridge
18 permitted by this ordinance and of any and all portions of the skybridges;

19 (b) the Permittee's activities upon or the use or occupation of the areas described in
20 Section 1 of this ordinance, as well as;

21 (c) any and all claims and risks in connection with any activity performed by the
22 Permittee by virtue of the permission granted by this ordinance.

23 Minimum insurance requirements shall be an occurrence form policy of commercial
24 general liability, placed with a company admitted and licensed to conduct business in
25 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual

1 aggregate. Coverage shall specifically name the skybridge exposure. Coverage shall add by
2 endorsement the City of Seattle, its elected and appointed officers, officials, employees and
3 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
4 essentially that "except with respect to the limits of insurance, and any rights or duties
5 specifically assigned in this coverage part to the first named insured, this insurance applies as if
6 each named insured were the only named insured, and separately to each insured against whom
7 claim is made or suit is brought. Evidence of current coverage shall be submitted to the City in
8 the form of a copy of the full policy with all endorsements attached thereto, and is a condition to
9 the validity of this permit.

10 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
11 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
12 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
13 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
14 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
15 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
16 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
17 the Director within 60 days.~~

18 * * *

19 12. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
20 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council~~
21 ~~by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to
22 a successor entity in the case of a change of name and/or ownership provided that the successor
23 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
24 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the~~



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1 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
2 assignable or transferable by operation of law.

3 13. The Permittee, its successors and assigns, shall pay to The City of Seattle such
4 amounts as may be justly chargeable by said City as costs of inspection of said skybridge during
5 reconstruction, repair, annual structural inspections, and at other times deemed necessary to
6 ensure the safety of the skybridge, under the direction of the Director (~~(of Transportation)~~) and in
7 addition shall promptly pay to the City in advance upon statements or invoices rendered by the
8 Director (~~(of Transportation)~~) an annual fee for the privileges granted and exercised hereunder of
9 Two Thousand One Hundred Seventy-Four Dollars (\$2,174.00). (~~for each of the first five years~~
10 ~~of the permit. The fee will then be evaluated by the City and a new fee will be established by~~
11 ~~resolution of the City Council for each succeeding five years of the permit.)) Adjustments to the
12 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
13 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
14 Director may only increase or decrease the previous year's fee amount annually to reflect any
15 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
16 calculated by adjusting the previous year's fee amount by the percentage change between the two
17 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
18 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
19 shall be made to the City Finance Director for credit to the (~~General Fund~~) Transportation
20 Operating Fund.~~

21 * * *

22
23 Section 62. Sections 2, 9, 12 and 13 of Ordinance 119175, Wells Fargo Bank Pedestrian
24 Tunnel, are amended as follows:

25 * * *

1 endorsement the City of Seattle, its elected and appointed officers, officials, employees and
2 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
3 essentially that "except with respect to the limits of insurance, and any rights or duties
4 specifically assigned in this coverage part to the first named insured, this insurance applies as if
5 each named insured were the only named insured, and separately to each insured against whom
6 claim is made or suit is brought. Evidence of current coverage shall be submitted to the City in
7 the form of a copy of the full policy with all endorsements attached thereto, and is a condition to
8 the validity of this permit.

9 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such
10 insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the
11 Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be
12 specified by the City Risk Manager to bring Permittee into compliance with the insurance
13 provisions of this ordinance.))~~ The Director, in consultation with the City Risk Manager, may
14 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
15 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
16 proof of the required levels of insurance and surety bond to the Director within 60 days.

17 * * *

18 12. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
19 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council
20 by resolution.))~~ Director. The Director may approve assignment and/or transfer of the permit to
21 a successor entity in the case of a change of name and/or ownership provided that the successor
22 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
23 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
24 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
25 assignable or transferable by operation of law.



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1 (30) days before expiration of the term, the ~~((City Council may, by resolution,))~~ Director of
2 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
3 provided further that the total term of the permission as originally granted and thus extended
4 shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance
5 to then revise any of the terms and conditions contained herein.

6 * * *

7 13. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
8 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council~~
9 ~~by resolution.))~~ Director. The Director may approve assignment and/or transferal of the permit to
10 a successor entity in the case of a change of name and/or ownership provided that the successor
11 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
12 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
13 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
14 assignable or transferable by operation of law.

15 14. The Permittee, its successors and assigns, shall pay to The City of Seattle such
16 amounts as may be justly chargeable by said City as costs of inspection of said skybridge during
17 reconstruction, repair, annual structural inspections, and at other times deemed necessary to
18 ensure the safety of the skybridge, under the direction of the Director ~~((of Transportation))~~ and in
19 addition shall promptly pay to the City in advance upon statements or invoices rendered by the
20 Director ~~((of Transportation))~~ an annual fee for the privileges granted and exercised hereunder of
21 Two Thousand One Hundred Seventy-Four Dollars (\$2,174.00). ~~((for each of the first five years~~
22 ~~of the permit. The fee will then be evaluated by the City and a new fee will be established by~~
23 ~~resolution of the City Council for each succeeding five years of the permit.))~~ Adjustments to the
24 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
25 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the



1 Director may only increase or decrease the previous year's fee amount annually to reflect any
2 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
3 calculated by adjusting the previous year's fee amount by the percentage change between the two
4 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
5 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
6 shall be made to the City Finance Director for credit to the ((General Fund)) Transportation
7 Operating Fund.

8 * * *

9
10 Section 64. Sections 2, 9, 12 and 13 of Ordinance 119508, Plaza 600 Building LLC
11 Vehicular and Pedestrian Tunnel, are amended as follows:

12 * * *

13 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
14 term of ten (10) years, commencing November 1, 1998 and terminating at 11:59 p.m. on the last
15 day of the tenth year; provided, however, that upon written application of the Permittee at least
16 thirty (30) days before expiration of the term, the ((City Council may, by resolution,)) Director of
17 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
18 provided further that the total term of the permission as originally granted and thus extended
19 shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance
20 to then revise any of the terms and conditions contained herein.

21 * * *

22 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
23 granted by this ordinance and until the tunnel is entirely removed from its location as described
24 in Section 1 or until discharged by order of the Director ((of Seattle Transportation)) as provided
25 in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at
26

1 its own expense, insurance policies which protect the City from any and all claims and risks in
2 conjunction with:

3 (a) reconstruction, operation, maintenance, use or existence of the tunnel permitted by
4 this ordinance and of any and all portions of the tunnel;

5 (b) the Permittee's activities upon or the use or occupation of the areas described in
6 Section 1 of this ordinance, as well as;

7 (c) any and all claims and risks in connection with any activity performed by the
8 Permittee by virtue of the permission granted by this ordinance.

9 Minimum insurance requirements shall be an occurrence form policy of commercial
10 general liability, placed with a company admitted and licensed to conduct business in
11 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
12 aggregate. Coverage shall specifically name the tunnel exposure. Coverage shall add by
13 endorsement the City of Seattle, its elected and appointed officers, officials, employees and
14 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
15 essentially that "except with respect to the limits of insurance, and any rights or duties
16 specifically assigned in this coverage part to the first named insured, this insurance applies as if
17 each named insured were the only named insured, and separately to each insured against whom
18 claim is made or suit is brought. Evidence of current coverage shall be submitted to the City in
19 the form of a copy of the full policy with all endorsements attached thereto, and is a condition to
20 the validity of this permit.

21 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
22 ~~filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City~~
23 ~~of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as~~
24 ~~may be specified by the Risk Manager.)) The Director of Transportation ("Director"), in
25 consultation with the City Risk Manager, may adjust minimum levels of liability insurance and
26~~



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1 surety bond requirements. The Director shall notify the Permittee of the new requirements in
2 writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and
3 surety bond to the Director within 60 days.

4 * * *

5 12. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
6 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council~~
7 ~~by resolution.)) Director. The Director may approve assignment and/or transferal of the permit to
8 a successor entity in the case of a change of name and/or ownership provided that the successor
9 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
10 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
11 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
12 assignable or transferable by operation of law.~~

13 13. The Permittee, its successors and assigns, shall pay to The City of Seattle such
14 amounts as may be justly chargeable by said City as costs of inspection of said tunnel during
15 reconstruction, repair, annual structural inspections, and at other times deemed necessary to
16 ensure the safety of the tunnel, under the direction of the Director ~~((of Transportation))~~ and in
17 addition shall promptly pay to the City in advance upon statements or invoices rendered by the
18 Director ~~((of Transportation))~~ an annual fee for the privileges granted and exercised hereunder of
19 Two Thousand Eight Hundred Seven Dollars (\$2,807.00). ~~((for each of the first five years of the~~
20 ~~permit. The fee will then be evaluated by the City and a new fee will be established by resolution~~
21 ~~of the City Council for each succeeding five years of the permit.)) Adjustments to the annual fee
22 amount shall be made in accordance with a term permit fee schedule adopted by the City Council
23 by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may
24 only increase or decrease the previous year's fee amount annually to reflect any inflationary
25 changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by~~



1 adjusting the previous year's fee amount by the percentage change between the two most recent
2 year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area,
3 All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
4 City Finance Director for credit to the ((General Fund)) Transportation Operating Fund.

5 * * *

6
7 Section 65. Sections 2, 9, 12 and 13 of Ordinance 119532, General Insurance Company of
8 America Skybridge across 12th Avenue Northeast, are amended as follows:

9 * * *

10 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
11 term of ten (10) years, commencing March 27, 1999 and terminating at 11:59 p.m. on the last day
12 of the tenth year; provided, however, that upon written application of the Permittee at least thirty
13 (30) days before expiration of the term, the ((City Council may, by resolution,)) Director of
14 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
15 provided further that the total term of the permission as originally granted and thus extended
16 shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance
17 to then revise any of the terms and conditions contained herein.

18 * * *

19 9. For as long as the Permittee, its successors and assigns, shall exercise any permission
20 granted by this ordinance and until the skybridge is entirely removed from its location as
21 described in Section 1 of the authorizing ordinance, or until discharged by order of the Director
22 ((of Seattle Transportation)) as provided in Section 7 of this ordinance, the Permittee shall obtain
23 and maintain in full force and effect, at its own expense, insurance policies which protect the
24 City from any and all claims and risks in conjunction with:



1 (a) construction, reconstruction, operation, maintenance, use or existence of the skybridge
2 permitted by this ordinance and of any and all portions of the skybridge;

3 (b) the Permittee's activity upon or the use or occupation of the area described in Section
4 1 of this ordinance, as well as;

5 (c) any and all claims and risks in conjunction with and activity performed by the
6 Permittee by virtue of the permission granted by this ordinance.

7 Minimum insurance requirements shall be an occurrence form policy of commercial
8 general liability, placed with a company admitted and licensed to conduct business in
9 Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual
10 aggregate. Coverage shall specifically name the skybridge exposure. Coverage shall add by
11 endorsement The City of Seattle, its elected and appointed officers, officials, employees and
12 agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating
13 essentially that "except with respect to the limits of insurance, and any rights or duties
14 specifically assigned in this coverage part to the first named insured, this insurance applies as if
15 each named insured were the only named insured, and separately to each insured against whom
16 claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in
17 the form of a copy of the full insurance policy endorsements attached thereto, and is a condition
18 to the validity of this permit.

19 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
20 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
21 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
22 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
23 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
24 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
25
26
27
28~~

1 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
2 the Director within 60 days.

3 * * *

4 12. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge
5 or encumber any privileges conferred by this ordinance without the consent of the ~~((City Council~~
6 ~~by resolution.))~~ Director. The Director may approve assignment and/or transferal of the permit to
7 a successor entity in the case of a change of name and/or ownership provided that the successor
8 or assignee has demonstrated its acceptance of all of the terms of the permission granted to the
9 initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the
10 terms and conditions of this ordinance. The permission conferred by this ordinance shall not be
11 assignable or transferable by operation of law.

12 13. The Permittee, its successors and assigns, shall pay to The City of Seattle such
13 amounts as may be justly chargeable by said City as costs of inspection of said skybridge during
14 reconstruction, repair, annual structural inspections, and at other times deemed necessary to
15 ensure the safety of the skybridge, under the direction of the Director ~~((of Transportation))~~ and in
16 addition shall promptly pay to the City in advance upon statements or invoices rendered by the
17 Director ~~((of Transportation))~~ an annual fee for the privileges granted and exercised hereunder of
18 Two Thousand One Hundred Seventy-Four Dollars (\$2,174.00). ~~((for each of the first five years~~
19 ~~of the permit. The fee will then be evaluated by the City and a new fee will be established by~~
20 ~~resolution of the City Council for each succeeding five years of the permit.))~~ Adjustments to the
21 annual fee amount shall be made in accordance with a term permit fee schedule adopted by the
22 City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
23 Director may only increase or decrease the previous year's fee amount annually to reflect any
24 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
25 calculated by adjusting the previous year's fee amount by the percentage change between the two



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1 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
2 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
3 shall be made to the City Finance Director for credit to the ~~((General Fund))~~ Transportation
4 Operating Fund.

5 * * *

6
7 Section 66. Sections 2, 10, 12 and 13 of Ordinance 120088, Port of Seattle Skybridge
8 Over Florida Street, are amended as follows:

9 * * *

10 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
11 term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59
12 p.m. on the last day of the tenth year; provided, however, that upon written application of the
13 Permittee at least 30 days before expiration of the term, the ~~((City Council may by resolution))~~
14 Director of Transportation ("Director") may renew the permit for two successive ten year terms,
15 provided further that the total term of the permission as originally granted and thus extended
16 shall not exceed thirty years, subject to the right of the City of Seattle "City" by ordinance to then
17 revise any of the terms and conditions contained herein.

18 * * *

19 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
20 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
21 as described in Section 1 or until discharged by order of the Director as provided in Section 7 of
22 this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own
23 expense, insurance policies which fully protect the City from any and all claims and risks of any
24 loss from perils which can be insured against under general liability insurance contracts and fire
25 insurance contracts, including any extended coverage endorsements thereto which are



1 customarily available from time to time, in conjunction with: (a) construction, reconstruction,
2 operation, maintenance, use, or existence of the pedestrian skybridge permitted by this ordinance
3 and of any and all portions of the pedestrian skybridge; (b) Permittee's activity upon or the use or
4 occupation of the areas described in Section 1 of this ordinance, as well as; (c) any and all claims
5 and risks in connection with any activity performed by the Permittee by virtue of the permission
6 granted by this ordinance.

7 Minimum insurance requirements shall be a policy of comprehensive commercial general
8 liability of a form acceptable to the City. The City will require insurance coverage to be placed
9 with a company admitted and licensed to conduct business in Washington State, except that if it
10 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
11 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
12 Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add
13 by endorsement the City of Seattle, its elected and appointed officers, officials, employees and
14 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
15 essentially that except with respect to the limits of insurance, and any rights or duties specifically
16 assigned in this coverage part of the first named insured, this insurance applies as if each named
17 insured were the only named insured, and separately to each insured against whom claim is made
18 or suit is brought. The City will not accept a certificate of insurance as evidence of current
19 coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy
20 of the insurance policy declaration page, indicating all endorsements attached thereto, and is a
21 condition to the validity of this permit.

22 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such~~
23 ~~insurance/self insurance shall be determined insufficient to fully protect The City of Seattle, the~~
24 ~~Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be~~
25 ~~specified by the Risk Manager.)) The Director, in consultation with the City Risk Manager, may~~



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1 adjust minimum levels of liability insurance and surety bond requirements. The Director shall
2 notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide
3 proof of the required levels of insurance and surety bond to the Director within 60 days.

4 * * *

5 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges
6 conferred by this ordinance without the consent of the ~~((City Council by resolution))~~ Director.
7 The Director may approve assignment and/or transfer of the permit to a successor entity in the
8 case of a change of name and/or ownership provided that the successor or assignee has
9 demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
10 If permission is granted, the assignee or transferee shall be bound by all of the terms and
11 conditions of this ordinance. The permission conferred by this ordinance shall not be assignable
12 or transferable by operation of law.

13 13. The Permittee, its successors and assigns, shall pay to the City such amounts as may
14 be justly chargeable by said City as a cost of inspection of said skybridge during construction,
15 reconstruction, repair, annual structural inspections, and at other times, under the direction of the
16 Director, and in addition shall promptly pay to the City in advance, upon statements or invoices
17 rendered by the Director, an annual fee for the privileges granted and exercised hereunder of Four
18 Thousand Eight Hundred Twenty-Six Dollars (\$4,826.00) for each of the first five years of the
19 permit. ~~((The fee will then be evaluated by the City and a new fee will be established by~~
20 ~~resolution of the City Council for each succeeding five years of the permit.))~~ At the end of this
21 period, adjustments to the annual fee amount shall be made in accordance with a term permit fee
22 schedule adopted by the City Council by ordinance and may be adjusted every year. In the
23 absence of such a schedule, the Director may only increase or decrease the previous year's fee
24 amount annually to reflect any inflationary changes so as to charge said fee in constant dollar
25 terms. This adjustment will be calculated by adjusting the previous year's fee amount by the



1 percentage change between the two most recent year-end values available of the Consumer Price
2 Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not
3 Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the
4 ~~((General Fund))~~ Transportation Operating Fund.

5 * * *

6
7 Section 67. Sections 2, 10, 13 and 14 of Ordinance 120393, Seattle University Skybridge,
8 are amended as follows:

9 * * *

10 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
11 term of ten (10) years, commencing on the effective date of this ordinance and terminating at
12 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of
13 the Permittee at least thirty (30) days before expiration of the term, ~~((the City Council may, by~~
14 ~~resolution,))~~ the Director of Transportation ("Director") may renew the permit for two (2)
15 successive ten (10) year terms, provided further that the total term of the permission as originally
16 granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of
17 Seattle ("City") by ordinance to then revise any of the terms and conditions contained herein.

18 * * *

19 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
20 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
21 as described in Section 1 or until discharged by order of the Director as provided in Section 5 of
22 this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own
23 expense, insurance policies which fully protect the City from any and all claims and risks of any
24 loss from perils which can be insured against under general liability insurance contracts and fire



1 insurance contracts, including any extended coverage endorsements thereto which are
2 customarily available from time to time, in conjunction with:

3 (a) construction, reconstruction, operation, maintenance, use, or existence of the
4 pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian
5 skybridge;

6 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
7 of this ordinance, as well as;

8 (c) any and all claims and risks in connection with any activity performed by the
9 Permittee by virtue of the permission granted by this ordinance.

10 Minimum insurance requirements shall be a policy of comprehensive commercial general
11 liability of a form acceptable to the City. The City will require insurance coverage to be placed
12 with a company admitted and licensed to conduct business in Washington State, except that if it
13 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
14 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
15 Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add
16 by endorsement the City of Seattle, its elected and appointed officers, officials, employees and
17 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
18 essentially that except with respect to the limits of insurance, and any rights or duties specifically
19 assigned in this coverage part of the first named insured, this insurance applies as if each named
20 insured were the only named insured, and separately to each insured against whom claim is made
21 or suit is brought. The City will not accept a certificate of insurance as evidence of current
22 coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy
23 of the insurance policy declaration page, indicating all endorsements attached thereto, and is a
24 condition to the validity of this permit.



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1 and exercised hereunder of One Thousand Five Hundred Sixty-Six Dollars (\$1,566.00) for each
2 of the first five years of the permit. (~~The fee will then be evaluated by the City and a new fee~~
3 ~~will be established by resolution of the City Council for each succeeding five years of the~~
4 ~~permit.)) At the end of this period, adjustments to the annual fee amount shall be made in
5 accordance with a term permit fee schedule adopted by the City Council by ordinance and may
6 be adjusted every year. In the absence of such a schedule, the Director may only increase or
7 decrease the previous year's fee amount annually to reflect any inflationary changes so as to
8 charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the
9 previous year's fee amount by the percentage change between the two most recent year-end
10 values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
11 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
12 Finance Director for credit to the (~~General Fund~~) Transportation Operating Fund.~~

13 * * *

14
15 Section 68. Sections 2 and 11 of Ordinance 120552, Immunex Corporation Skybridge, are
16 amended as follows:

17 * * *

18 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
19 term of ten (10) years, commencing on the effective date of this ordinance and terminating at
20 11:59 p.m. on the last day of the tenth year, provided, however, that upon written application of
21 the Permittee at least thirty (30) days before expiration of the term, the (~~City Council may, by~~
22 ~~resolution,)) Director of Transportation ("Director) may renew the permit for two (2) successive
23 ten (10) year terms, provided further that the total term of the permission as originally granted
24 and thus extended shall not exceed thirty (30) years, subject to the right of The City of Seattle
25 ("City") by ordinance to then revise any of the terms and conditions contained herein.~~



* * *

1
2 11. For as long as the Permittee, its successors and assigns, shall exercise any permission
3 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
4 as described in Section 1 or until discharged by order of the Director as provided in Section 6 of
5 this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own
6 expense, insurance policies which fully protect the City from any and all claims and risks of any
7 loss from perils which can be insured against under general liability insurance contracts and fire
8 insurance contracts, including any extended coverage endorsements thereto which are
9 customarily available from time to time, in conjunction with:

10 (a) construction, reconstruction, operation, maintenance, use, or existence of the
11 pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian
12 skybridge;

13 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
14 of this ordinance, as well as;

15 (c) any and all claims and risks in connection with any activity performed by the
16 Permittee by virtue of the permission granted by this ordinance.

17 Minimum insurance requirements shall be a policy of comprehensive commercial general
18 liability of a form acceptable to the City. The City will require insurance coverage to be placed
19 with a company admitted and licensed to conduct business in Washington State, except that if it
20 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
21 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
22 Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add
23 by endorsement the City of Seattle, its elected and appointed officers, officials, employees and
24 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
25 essentially that except with respect to the limits of insurance, and any rights or duties specifically
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1 assigned in this coverage part of the first named insured, this insurance applies as if each named
2 insured were the only named insured, and separately to each insured against whom claim is made
3 or suit is brought. The City will not accept a certificate of insurance as evidence of current
4 coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy
5 of the insurance policy declaration page, indicating all endorsements attached thereto, and is a
6 condition to the validity of this permit.

7 ~~((Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance~~
8 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of~~
9 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
10 ~~such amounts as may be specified by the Risk Manager.)) The Director, in consultation with the
11 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
12 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
13 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
14 the Director within 60 days.~~

15 * * *

16
17 Section 69. Sections 2, 10, 13 and 14 of Ordinance 120858, Wallysons Inc. Skybridge,
18 are amended as follows:

19 * * *

20 2. The permission herein granted to the Permittee its successors and assigns shall be for a
21 term of ten (10) years commencing on September 1, 2001, and terminating at 11:59 p.m. on
22 August 31, 2011; provided, however, that upon written application of the Permittee at least thirty
23 (30) days before expiration of the term, the ~~((City Council may, by resolution,))~~ Director of
24 Transportation ("Director") may renew the permit for two (2) successive ten (10) year terms,
25 provided further that the total term of the permission as originally granted and thus extended
26

1 shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance
2 to then revise any of the terms and conditions contained herein.

3 * * *

4 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
5 granted by this ordinance and until the pedestrian skybridge is entirely removed from its location
6 as described in Section 1 or until discharged by order of the Director as provided in Section 5 of
7 this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own
8 expense, insurance policies which fully protect the City from any and all claims and risks of any
9 loss from perils which can be insured against under general liability insurance contracts and fire
10 insurance contracts, including any extended coverage endorsements thereto which are
11 customarily available from time to time, in conjunction with:

12 (a) construction, reconstruction, operation, maintenance, use, or existence of the
13 pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian
14 skybridge;

15 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
16 of this ordinance, as well as;

17 (c) any and all claims and risks in connection with any activity performed by the
18 Permittee by virtue of the permission granted by this ordinance.

19 Minimum insurance requirements shall be a policy of comprehensive commercial general
20 liability of a form acceptable to the City. The City will require insurance coverage to be placed
21 with a company admitted and licensed to conduct business in Washington State, except that if it
22 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
23 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
24 Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add
25 by endorsement the City of Seattle, its elected and appointed officers, officials, employees and
26



1 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
2 essentially that except with respect to the limits of insurance, and any rights or duties specifically
3 assigned in this coverage part of the first named insured, this insurance applies as if each named
4 insured were the only named insured, and separately to each insured against whom claim is made
5 or suit is brought. The City will not accept a certificate of insurance as evidence of current
6 coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy
7 of the insurance policy declaration page, indicating all endorsements attached thereto, and is a
8 condition to the validity of this permit.

9 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
10 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
11 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
12 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
13 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
14 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
15 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
16 the Director within 60 days.~~

17 13. The Permittee, its successors or assigns shall not assign or transfer any privileges
18 conferred by this ordinance without the consent of the ~~((City Council))~~ Director. The Director
19 may approve assignment and/or transferal of the permit to a successor entity in the case of a
20 change of name and/or ownership provided that the successor or assignee has demonstrated its
21 acceptance of all of the terms of the permission granted to the initial Permittee. Notwithstanding
22 anything contained herein to the contrary, consent of the ~~((City Council))~~ Director shall not be
23 required for any transfer or assignment of the privileges conferred by this ordinance by way of
24 mortgage, pledge or encumbrance or by way of foreclosure or deed in lieu of foreclosure of any



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1 mortgage, pledge or encumbrance. If permission is granted, the assignee or transferee shall be
2 bound by all terms and conditions of this ordinance.

3 14. The Permittee, its successors and assigns, shall pay to The City of Seattle such
4 amounts as may be justly chargeable by said City as costs of inspection of said pedestrian
5 skybridge during construction, reconstruction, repair, annual structural inspections, and at other
6 times deemed necessary to ensure the safety of the skybridge, under the direction of the Director
7 ~~((of Seattle Transportation))~~ as provided by Municipal Code section 15.76. Permittee shall also
8 promptly pay to the City in advance upon statements or invoices rendered by the Director an
9 annual fee for the privileges granted and exercised hereunder of One Thousand Six Hundred
10 Seventy-One Dollars (\$1,671.00) for each of the first five years of the permit. ~~((The fee will then
11 be evaluated by the City and a new fee will be established by resolution of the City Council for
12 each succeeding five years of the permit.))~~ At the end of this period, adjustments to the annual
13 fee amount shall be made in accordance with a term permit fee schedule adopted by the City
14 Council by ordinance and may be adjusted every year. In the absence of such a schedule, the
15 Director may only increase or decrease the previous year's fee amount annually to reflect any
16 inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be
17 calculated by adjusting the previous year's fee amount by the percentage change between the two
18 most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-
19 Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments
20 shall be made to the City Finance Director for credit to the ~~((General Fund))~~ Transportation
21 Operating Fund.

22 * * *

23
24 Section 70. Sections 2, 10, 13 and 14 of Ordinance 121490, Swedish Health Services
25 Skybridge Over Marion Street, are amended as follows:
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27



1 * * *

2 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
3 term of ten (10) years commencing on June 15, 2003, and terminating at 11:59 p.m. on June 14,
4 2013; provided, however, that upon written application of the Permittee at least thirty (30) days
5 before expiration of the term, the ~~((City Council may,))~~ Director of Transportation ("Director")
6 may renew the permit for two (2) successive ten (10) year terms, provided further that the total
7 term of the permission as originally granted and thus extended shall not exceed thirty (30) years,
8 subject to the right of The City of Seattle ("City)" by ordinance, to then revise any of the terms
9 and conditions contained herein.

10 * * *

11 10. For as long as the Permittee, its successors and assigns, shall exercise any permission
12 granted by this ordinance and until the pedestrian bridge is entirely removed from its location as
13 described in Section 1 or until discharged by order of the Director as provided in Section 5 of this
14 ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense,
15 insurance policies which fully protect the City from any and all claims and risks of any loss from
16 perils which can be insured against under general liability insurance contracts and fire insurance
17 contracts, including any extended coverage endorsements thereto which are customarily available
18 from time to time, in conjunction with:

19 (a) construction, reconstruction, operation, maintenance, use, or existence of the
20 pedestrian bridge permitted by this ordinance and of any and all portions of the pedestrian bridge;

21 (b) Permittee's activity upon or the use or occupation of the areas described in Section 1
22 of this ordinance, as well as;

23 (c) any and all claims and risks in connection with any activity performed by the
24 Permittee by virtue of the permission granted by this ordinance.



1 Minimum insurance requirements shall be a policy of comprehensive commercial general
2 liability of a form acceptable to the City. The City will require insurance coverage to be placed
3 with a company admitted and licensed to conduct business in Washington State, except that if it
4 is infeasible to obtain such a policy, the City may approve an alternative company. Minimum
5 policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period.
6 Coverage shall specifically name the pedestrian bridge exposure. Liability coverage shall add by
7 endorsement the City of Seattle, its elected and appointed officers, officials, employees and
8 agents as additional insured. Coverage shall contain a Separation of Insureds indicating
9 essentially that except with respect to the limits of insurance, and any rights or duties specifically
10 assigned in this coverage part of the first named insured, this insurance applies as if each named
11 insured were the only named insured, and separately to each insured against whom claim is made
12 or suit is brought. The City will not accept a certificate of insurance as evidence of current
13 coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy
14 of the insurance policy declaration page, indicating all endorsements attached thereto, and is a
15 condition to the validity of this permit.

16 ~~((Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance~~
17 ~~filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of~~
18 ~~Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in~~
19 ~~such amount as may be specified by the Risk Manager.)) The Director, in consultation with the
20 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
21 requirements. The Director shall notify the Permittee of the new requirements in writing. Upon
22 receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to
23 the Director within 60 days.~~

24 * * *

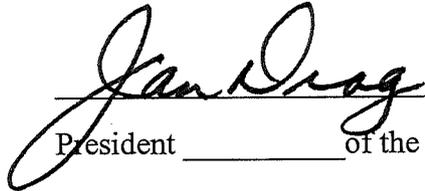
1
2 Section 71. Section 15.64.090 of the Seattle Municipal Code is amended as follows:

3 **15.64.90 Conditions imposed on grant of permit.**

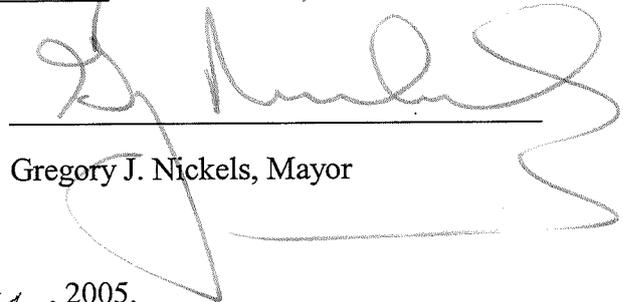
4 The City Council may impose such terms and conditions as it deems necessary upon the
5 grant of permission to construct, maintain and operate a skybridge, which terms and conditions
6 may include but shall not be limited to: the term of years for which permission is granted and
7 renewal periods, if any; provision for regular City inspection of and procedures for closure or
8 removal of the skybridge; requirements for performance bonds, public liability insurance,
9 indemnification, and annual fees; prohibition against assignment without City (~~Council~~)
10 consent; and timely acceptance of permission. Every ordinance approving a skybridge shall
11 provide that the permission granted is subject to the primary use by the City of the street, alley or
12 other public place for public travel and other street uses, and that the City expressly reserves the
13 right to require the permittee to remove the skybridge at its sole cost and expense in case the
14 street, alley or other public place is needed for such public use; or if the skybridge interferes with
15 such public use; and that a determination by the City Council by ordinance that the space
16 occupied by the skybridge is needed for or interferes with such public use shall be final and
17 conclusive without any right of the permittee to resort to the courts to question the same.
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1 Section 72. This ordinance shall take effect and be in force thirty (30) days from and
2 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
3 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

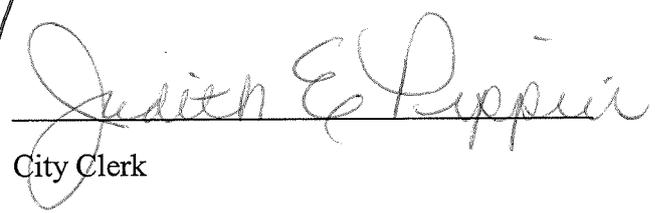
4
5 Passed by the City Council the 5th day of July, 2005, and signed by me in open
6 session in authentication of its passage this 5th day of July, 2005.

7
8 
9 _____
10 President _____ of the City Council

11 Approved by me this 8th day of July, 2005.

12 
13 _____
14 Gregory J. Nickels, Mayor

15
16 Filed by me this 11th day of July, 2005.

17 
18 _____
19 City Clerk

20 (Seal)

21
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23
24
25
26
27
28



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation	Rex Stratton/4-5193	Jennifer Devore/5-1328

Legislation Title:

AN ORDINANCE relating to long-term permits for use of streets and other public places, amending Ordinances 51850, 96413, 96719, 104686, 104687, 105225, 105902, 106488, 106647, 106870, 107466, 107724, 107876, 108036, 108920, 109143, 109558, 109601, 109660, 109661, 109848, 109975, 110596, 110663, 110682, 110823, 111275, 111820, 111826, 112217, 112375, 112613, 112906, 113238, 113517, 114388, 114429, 115021, 115776, 115972, 116091, 116634, 117105, 117262, 117590, 117589, 117736, 118038, 118159, 118346, 118347, 118367, 118467, 118631, 118908, 119160, 119161, 119175, 119437, 119508, 119532, 120088, 120393, 120552, 120858, 121490, 121494, and 121495 to authorize the Director of Transportation to modify the conditions relating to permit renewals, fees, insurance and bonds in term permit ordinances, and to approve the assignment and/or transfer of such permits.

• **Summary of the Legislation:**

This proposed legislation revises several sections of each ordinance listed above, which refers to term permits for long-term structures (such as skybridges or tunnels) in the public right-of-way. The proposed revisions will allow the Director of Transportation to administratively change insurance or bond requirements, and record changes in structure ownership, assignment or transfer without City Council approval by resolution which has been past practice. The revisions also provide for standard term permit fees to be included on the Street Use Fee Schedule approved by Mayor and Council instead of assessing permit fees individually by Council resolution every five years. In the absence of a standard term permit fee, whose methodology is being studied and determined at this time, the existing fee for each permit will be adjusted annually by the Seattle-Tacoma-Bremerton Area Consumer Price Index.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

Individual term permit ordinances are typically written for a ten-year term with two subsequent ten-year renewals. In the past, renewals of these permits were approved via Council resolution, as were five-year reassessments of annual permit fee amounts, changes in fees, insurance, bonds, and ownership transfer. This proposed legislation gives the authority to the Seattle Department of Transportation to perform this administrative work to rather than the City Council. The City Council will retain the authority to authorize the original placement of these structures to order removal of the structures if the terms of the permit are not complied with and



Rex Stratton
February 22, 2005
SDOT TermPermitMega-Ordinance
Version #:2

to reevaluate the existence of the structures after the permit expires in 30 years. Appropriate sections of each term permit ordinance are modified in the proposed legislation, as well as references to all relevant earlier legislation for each location.

- *Please check one of the following:*

This legislation does not have any financial implications. *(Stop here and delete the remainder of this document prior to saving and printing.)*





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

June 7, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to transmit the attached proposed Council Bill that will simplify the process for renewing term permits for structures, such as skybridges and tunnels, which are in the public right-of-way. This streamlined process will result in significant time savings and more convenience for Permittees, while ensuring continued careful oversight of the term permits.

Historically, the City Council has granted permission via ordinance to construct, maintain, and operate these structures through the issuance of long-term permits ranging from 10 to 30 years. These ordinances require that administrative changes to the permit terms (such as modifications to the fee, insurance and bond amounts, automatic permit renewals, and transfer of the permit to a successor entity) be granted by City Council via a resolution. There are now more than 60 term permits in the pipeline requiring City Council action for mere administrative changes, resulting in an undue burden of minor legislation to effect small administrative changes.

This Council Bill proposes that the City Council retain authority to authorize the original placement of these structures, to order removal of the structures if the terms of the permit are not complied with, and to reevaluate the existence of the structures after the permit expires in 30 years. This bill also proposes to allow SDOT to process administrative matters such as renewal of the permits, reevaluation of the annual fee amount, and administrative modifications to permit terms and conditions (consistent with the City Council's initial approval).

Thank you for your consideration of this legislation. Should you have questions, please contact Rex Stratton at 684-5193.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a circular stamp or seal.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@seattle.gov

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FILED
CITY OF SEATTLE

06 MAR 27 AM 8:53

CITY CLERK

March 24, 2006

Margaret Carter
Seattle City Clerk's Office
CH-03-10

Dear Margaret:

SDOT has transferred the permission previously granted to Airborne Express by Ordinance 118159, as amended by Ordinance 121855 for a pedestrian skybridge over and across Elliott Avenue, north of Bay Street.

Having accepted all of the terms of the permission granted to the original permittee as set forth in the original ordinance and as later amended, the City of Seattle now transfers the permission for this pedestrian skybridge to **Martin Selig Real Estate**.

Please record these changes with the original ordinance. Call me at 733-9006 if you have any questions.

Sincerely,

Julie Carpenter
Street Use Division

STATE OF WASHINGTON – KING COUNTY

--SS.

187923
CITY OF SEATTLE, CLERKS OFFICE

No. ORDINANCE IN FULL

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121855 ORD IN FULL

was published on

07/18/05

The amount of the fee charged for the foregoing publication is the sum of \$10,997.24, which amount has been paid in full.

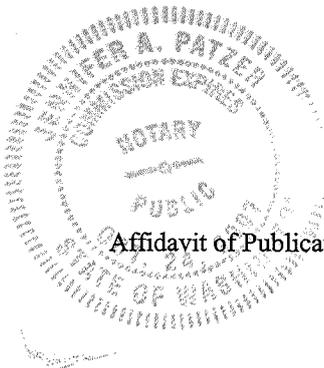
[Handwritten signature]

Subscribed and sworn to before me on

07/18/05

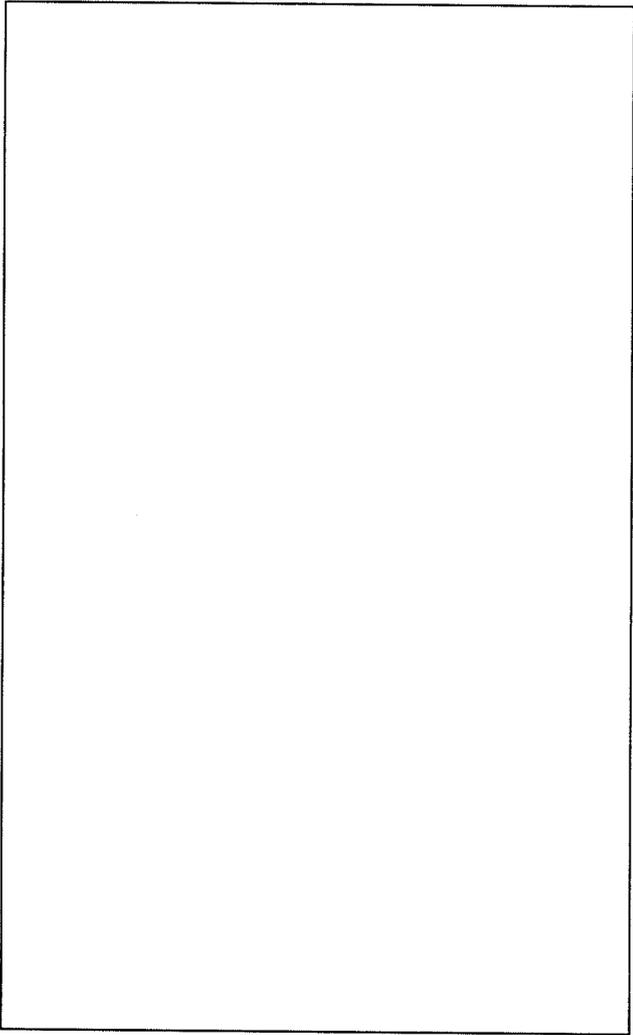
[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle



Affidavit of Publication

State of Washington, King County



Address for Mailing or Service:
Attorney for Personal Representative: ROBERT S. SCHUCK
Fall City, WA 98024 (425) 222-6374
Attorney at Law, P.O. Box 940,
BROWN, JR., WSBA No. 18847,
Lawrence E. Alder, Seattle, WA before a
Personal Representative:
DEBBIE C. ALTON
Date of First Publication: July 11, 2005.

Permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

Section 7. Sections 7, 8 and 9 of Ordinance 105225, Theta Chi Fraternity, Inc. Skybridge, are amended as follows:

7. So long as the Permittee shall exercise any privilege or authority conferred by this ordinance, it shall, in connection therewith, provide and maintain in full force and effect, public liability insurance naming the City as an additional insured, providing for a limit of not less than One Million Dollars (\$1,000,000), for all damages arising out of any one occurrence, including, subject to that limit, all damages arising out of bodily injuries to or death of one or more persons and all damage arising out of injury to or destruction of property. (Provided, however, that whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor.) A copy of such policy or certificate evidencing the same shall be delivered to the (City Engineer) Director of Transportation ("Director") for filing in the office of the City Clerk within sixty (60) days after approval of this ordinance and shall provide for ten (10) days notice to the (City Engineer) Director of any change, cancellation or lapse thereof. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt of the new requirements, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

8. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said skybridge during construction, reconstruction or at other times under the direction of the (Board) Director and shall pay annually in advance to the City of Seattle on the (bills) statements or invoices rendered by the (City Engineer) Director a fee of (Fifty Dollars - (\$50)) \$252.00 until August 31, 2005 as established by Resolution 303770r under. At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

9. The permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the (City Council by resolution) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

Section 8. Sections 2, 9, 10 and 11 of Ordinance 105902, UNICO Properties Pedestrian Concourses, are amended as follows:

2. The permission herein granted to assigns shall be for a period commencing upon the effective date of this ordinance and terminating at 11:59 P.M. on October 31, 2009 unless the same shall sooner be terminated in whole or in part according to the terms and conditions hereof. Said permission shall be subject to the right of the City of Seattle ((by resolution) Director of Transportation ("Director")) to revise upward or downward the fees provided for in Section 10 hereof, not earlier than the

7256187716)
Lawrence E. Alder, Seattle, WA before a
Personal Representative:
DEBBIE C. ALTON
Date of First Publication: July 11, 2005.

10. The right, privilege and authority hereby granted shall not be assignable or transferable by operation of law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same without the consent of the (City Council by resolution) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

12. For as long as the permittee, its successors and assigns, shall exercise any until the steam mains and appurtenances described in Section 1 or until discharged as by the order of the Director (of Seattle and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all risks in conjunction with:

(a) the reconstruction, operation, maintenance, use or existence of the steam mains and appurtenances permitted by this ordinance;

(b) the Permittee's activity upon the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the steam main exposure. Coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or part to the first named insured, this insurance applies as if each named insured were each insured against whom claim is made or suit is brought." Evidence of current coverage a copy of the full insurance policy endorsement attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt of the required levels of insurance and surety bond to the Director within 60 days.

Section 5. Sections 7, 8 and 9 of Ordinance 104686, Hammer and Clise, Inc. Skybridge, are amended as follows:

7. So long as the Permittee shall exercise any privilege or authority conferred by this ordinance, it shall, in connection therewith, provide and maintain in full force and effect, public liability insurance naming the City as an additional insured, providing for a limit of not less than Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including subject to that limit, all damages arising out of bodily injuries to or death of one or more persons and all damage arising out of injury to or destruction of property. (Provided, however, that whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor.) A copy of such policy or certificate evidencing the same shall be delivered to the (City Engineer) Director of Transportation ("Director") for filing in the office of the City Clerk within sixty (60) days after approval of this ordinance and shall provide for ten (10) days notice to the (City Engineer) Director of any change, cancellation or lapse thereof. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt of the new requirements, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

Section 3. Sections 2, 7 and 9 of Ordinance 96413, US West Communications Pedestrian Tunnel, as amended by Ordinance 119126, are amended as follows:

2. That all rights, privileges and authority herein conferred upon and granted to said permittee, its successors and assigns, shall be for a period of ten (10) years; provided that upon the application of the Permittee the (City Council may by resolution) Director of Transportation ("Director") may renew said permit for ten-year periods not to exceed a total of fifty (50) years, subject to the right of the (City by such resolution) Director (hereinafter provided for.) provided for in Section 8 hereof, and of the City Council, by ordinance, to revise any of the terms and conditions contained herein.

7. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian tunnel is entirely removed or until discharged by order of the Director (of Seattle Transportation) as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the pedestrian tunnel permitted by this ordinance and of any and all portions of the tunnel;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the pedestrian tunnel exposure. Coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were each insured against whom claim is made or suit is brought." Evidence of current coverage a copy of the full insurance policy endorsement attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt of the required levels of insurance and surety bond to the Director within 60 days.

Should Permittee be self-insured, a letter from the Corporate Risk Manager, or stipulating if actuarially funded and funds meet the contract requirements. Further, this letter shall advise how Permittee would Additional Insured in their Self-Insured in the event of a claim.

8. That the said permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said tunnel during construction, reconstruction or at other times under the direction of the (Board of Public Works) Director

City of Seattle

ORDINANCE 121855

AN ORDINANCE relating to long-term permits for use of streets and other public places, amending Ordinances 51850, 96413, 96719, 104686, 104687, 105225, 105902, 106488, 106647, 106870, 107466, 107724, 107876, 108036, 108920, 109143, 109558, 109901, 109660, 109661, 109848, 109975, 110596, 110663, 110682, 110823, 112175, 111820, 111826, 112217, 112375, 112613, 112906, 113238, 113517, 114388, 114439, 115021, 115776, 115972, 116091, 116634, 117105, 117262, 117590, 117589, 117736, 118038, 118159, 118346, 118347, 118367, 118467, 118631, 118908, 119160, 119161, 119175, 119437, 119508, 119532, 120083, 120393, 120552, 120858, 121490, 121492, 121494, and 121495, and Section 15.64.090 of the Seattle Municipal Code, to authorize the Director of Transportation to modify the conditions relating to permit renewals, fees, insurance and bonds in term permit ordinances, and to approve the assignment and/or transfer of such permits.

WHEREAS, the City Council may grant permission to construct, maintain and operate structures such as skybridges and tunnels over, under and across public rights-of-way through the issuance of a long-term permit of 10 to 30 years duration by ordinance, herein referred to as a "term permit"; and

WHEREAS, certain older ordinances granting such term permits require that administrative changes to the permit terms such as modifications to the fee, insurance and bond amounts, automatic permit renewal, and transfer of the permit to successor entities require City Council action in the form of a resolution; and

WHEREAS, there are now more than 60 term permits requiring City Council action for administrative changes every five years at a minimum, resulting in an undue burden of minor legislation to effect administrative changes, thereby slowing the legislative process; and

WHEREAS, City Council and Mayor agree that the renewal of right-of-way permission, re-evaluation of the annual fee amount and modifications to certain administrative permit terms and conditions consistent with the City Council's initial approval and subsequent amendments of the permit should be handled as an internal administrative matter within the Seattle Department of Transportation; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Transportation is hereby delegated the authority to adjust minimum levels of liability insurance and surety bond requirements for term permits and/or transfer of individual term permits to a successor entity in the case of a change of name and/or ownership, provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee; invoice an annual fee as approved by City Council on the Street Use Fee Schedule, or in the absence of such by adjusting the previous year's fee by a standard rate of inflation; and renew term permits for two successive ten year terms, provided further that the total term of the permission as granted and thus extended shall not exceed thirty years. If any existing term permit ordinances were omitted in this ordinance, such omission was in error, and the Director shall have the author-

ed and action will be taken by the
tion or the petition will be granted
appear and answer the said peti-
at which time you are directed to
judge of the above entitled court
LAWRENCE E. ALDER, SEATTLE, WA
before a
Personal Representative:
DEBBIE C. ALTON
Date of First Publication: July 11, 2005.
Permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
Section 7. Sections 7, 8 and 9 of Ordinance 105225, Theta Chi Fraternity, Inc. Skybridge, are amended as follows:
7. So long as the Permittee shall exercise any privilege or authority conferred by this ordinance, it shall, in connection therewith, provide and maintain in full force and effect, public liability insurance naming the City as an additional insured, providing for a limit of not less than One Million Dollars (\$1,000,000), for all damages arising out of any one occurrence, including, subject to that limit, all damages arising out of bodily injuries to or death of one or more persons and all damage arising out of injury to or destruction of property. (Provided, however, that whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor.) A copy of such policy or certificate evidencing the same shall be delivered to the (City Engineer) Director of Transportation ("Director") for filing in the office of the City Clerk within sixty (60) days after approval of this ordinance and shall provide for ten (10) days notice to the (City Engineer) Director of any change, cancellation or lapse thereof. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt of the new requirements, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.
8. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said skybridge during construction, reconstruction or at other times under the direction of the (Board) Director and shall pay annually in advance to the City of Seattle on the (bills) statements or invoices rendered by the (City Engineer) Director a fee of (Fifty Dollars - (\$50)) \$252.00 until August 31, 2005 as established by Resolution 303770r under. At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.
9. The permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the (City Council by resolution) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.
Section 8. Sections 2, 9, 10 and 11 of Ordinance 105902, UNICO Properties Pedestrian Concourses, are amended as follows:
2. The permission herein granted to assigns shall be for a period commencing upon the effective date of this ordinance and terminating at 11:59 P.M. on October 31, 2009 unless the same shall sooner be terminated in whole or in part according to the terms and conditions hereof. Said permission shall be subject to the right of the City of Seattle ((by resolution) Director of Transportation ("Director")) to revise upward or downward the fees provided for in Section 10 hereof, not earlier than the

... to amend the terms of the permits granted by those ordinances as herein provided.

Section 1. Subsections B and C of Section 9 and section 10 of Ordinance 51850, Arcade Development Company Tunnel, as amended by Ordinances 93147 and 11516, are amended as follows:

9.

B. So long as the Permittee, shall exercise any permissions granted by this ordinance it shall at its own expense obtain and deliver to the Director of ((Engineering)) Transportation ((Director)) for filing with the City Clerk, general comprehensive policies of liability insurance, which policies must fully protect the City from any and all claims and risks in connection with (a) operation, maintenance, use or existence of any and all portions of the tunnel, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of Ordinance 51850, as well as (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by Ordinance 51850. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability—for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the tunnel permitted by Ordinance 51850 and any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of Ordinance 51850 and (c) for any activity performed by Permittee by virtue of the permission granted:

Minimum Limits: (Primary and excess) — not less than those otherwise carried by the Permittee and not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City for such to Permittee Arcade Development Company, its successors and assigns, any of its employees and/or agents and any liability of Permittee for such to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of tunnel, and appurtenances thereto, permitted by that certain City of Seattle ordinance granting Arcade Development Company permission to operate, maintain and use a tunnel under and across First Avenue between Union and University Streets (b) activities of Arcade Development Company, its successors and assigns, upon use or occupation of the areas described in Section 1 of Ordinance 51850, as well as (c) any activity performed by Arcade Development Company, its successors and assigns by virtue of the permission granted."

"The coverages provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director (of Engineering)." The permission granted by this ordinance shall not become effective unless and until a policy of insurance has been delivered, approved and filed as provided in this Section 9-B. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

C. The Permittee shall promptly pay to the City charges billed by the City for inspection of the tunnel during construction, reconstruction, repair, alteration, and at other times deemed necessary to ensure the safety of the tunnel, and shall also pay annually in advance to the City a fee, for the privileges granted and exercised hereunder, of ((Two Thousand One Hundred Eight Dollars (\$2,108.00))) \$3,377.00 as established by Resolution 29088. All payments shall be made to the ((City Treasurer)) City Finance Director for the credit of the ((General Fund)) Transportation Operating Fund.

10. The permission herein granted to the Permittee, its successors and assigns, shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m., on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the

... pay annually in advance to the City of Seattle on ((bills)) statements or invoices rendered by the ((City Engineer)) Director a fee of ((One Hundred and No/100 Dollars (\$100))) \$600.00 as established by Ordinance 119126 for the privilege granted and exercised hereunder. At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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. ((The first annual fee shall be paid when the work is commenced and subsequent fees shall be paid upon the same date each year thereafter.))

9. The right, privilege and authority hereby granted shall not be assignable or transferable by operation of law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

Section 4. Sections 2, 9, 10 and 12 of Ordinance 96719, Seattle University Steam Mains, as amended by Ordinance 119162, are amended as follows:

2. That all rights, privileges and authority herein conferred upon and granted to said permittee, its successors and assigns, shall be for a period of ten (10) years; Provided, that upon the application of the Permittee to the ((City Council by resolution)) Director of Transportation ((Director)) may renew said authority for successive ten-year periods not to exceed a total of fifty (50) years, subject to the right of the ((City, by such resolution)) Director to revise upward or downward, the fee hereinafter provided for. In the event said authority is not renewed, or in the event the authority hereby granted extends to its termination fifty (50) years from the effective date of this ordinance, then within ninety (90) days after its expiration or termination, as the case may be, said permittee, its successors and assigns shall, if so required by the City by written notice given on or before the date of expiration or termination, remove its installations and restore all street areas as may be prescribed by said written notice and restore the surface and sub surfaces of streets which may have been disturbed in constructing, repairing or using said steam mains or appurtenances to as good condition in all respects as the abutting portion thereof.

9. Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as the cost of inspection of said steam mains and appurtenances under the direction of the ((Board of Public Works)) Director, and in addition shall pay annually in advance to the City of Seattle, upon ((bills)) statements or invoices rendered by the ((City Engineer)) Director, (a fee in such amount as shall be computed upon the linear feet of pipe within the City streets, in accordance with the following schedule of rates:

- All pipe under and not exceeding six (6) inches inside diameter — 6¢ per lin. ft.
- All pipe exceeding six (6) inches and not over eight (8) inches inside diameter — 6¢ per lin. ft.
- All pipe exceeding eight (8) inches and not over ten (10) inches inside diameter — 7¢ per lin. ft.
- All pipe exceeding ten (10) inches and not over sixteen (16) inches inside diameter — 8¢ per lin. ft.
- All pipe exceeding sixteen (16) inches and not over twenty (20) inches inside diameter — 10¢ per lin. ft.
- Pipe size shall include certain of the installation as set by City Engineer.)

a fee of \$1,183.00 annually as established by Ordinance 119162. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values avail-

... the same as that provided for to the ((City Engineer)) Director of Transportation ((Director)) for filing in the office of the City Clerk within sixty (60) days after approval of this Ordinance and shall provide for ten (10) days notice to the ((City Engineer)) Director of any change, cancellation or lapse thereof. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

8. That the Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said skybridge during construction, reconstruction or at other times under the direction of the ((Board)) Director and shall pay annually in advance to the ((City Engineer)) Director on ((bills)) statements or invoices rendered a fee of ((One Hundred Fifty Dollars (\$150))) of \$1,819 annually from July 1, 2000, to June 30, 2005 as established by Resolution 30372 for the permission granted and exercised hereunder. All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

9. That the permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

Section 6. Sections 7, 8 and 9 of Ordinance 104687, Allied Stores Corporation Skybridge, are amended as follows:

7. So long as the Permittee shall exercise any privilege or authority conferred by this ordinance, it shall in connection therewith provide and maintain in full force and effect, public liability insurance naming the City as an additional insured, providing for a limit of not less than Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including subject to that limit, all damages arising out of bodily injury to or death of one or more persons and all damage arising out of injury to or destruction of property. ((Provided, however, that whenever the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor.)) A copy of such policy or certificate evidencing the same shall be delivered to the ((City Engineer)) Director of Transportation ((Director)) for filing in the office of the City Clerk within sixty (60) days after approval of this ordinance and shall provide for ten (10) days notice to the ((City Engineer)) Director of any change, cancellation or lapse thereof. The Director of Transportation ((Director)), in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

8. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said skybridge during construction, reconstruction or at other times under the direction of the ((Board)) Director and in addition shall pay annually in advance to the City of Seattle on ((bills)) statements or invoices rendered by the ((City Engineer)) Director a fee of ((Seven Hundred and Fifty Dollars (\$750))) \$7,463.00 for the period beginning April 1, 2000 and ending March 31, 2005 as established by Resolution 30476 for the permission granted and exercised hereunder. At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

9. The permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the

... and not earlier than October 1, 1996 nor later than December 31, 1996 for the balance of the term of this permit and subject to the right of the ((City at each such interval, by resolution)) Director to revise any of the conditions or provisions herein contained relating to public liability insurance. In the event that pursuant to the provisions of this ordinance the City orders the removal of said concourses or any portion thereof then within ninety (90) days after such expiration or termination or prior to the date stated in an Order to Remove as the case may be, Permittee its successors and assigns shall remove said concourses or such portion thereof so ordered removed and shall place all portions of the areas designated in Section 1 above (and all public utility facilities therein) affected by such removal in as good condition for public use and in as good condition in all respects as the abutting properties thereof.

9. So long as the Permittee, its successors and assigns, shall exercise any permissions granted by this ordinance and until discharged by order of the ((Board of Public Works)) Director as provided in Section 3 of this ordinance, it shall at its own expense obtain and deliver to the ((City Engineer)) Director for filing with the City Clerk general comprehensive policies of liability insurance, which policies must be approved by the Corporation Counsel as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) construction, operation, maintenance, use, or existence of the concourses permitted by this ordinance and of any and all portions of such concourses, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, as well as (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability—for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) construction, operation, maintenance, use or existence of the concourses permitted by this ordinance and of any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance;

Minimum Limits: (Primary and excess) — not less than those otherwise carried by the Permittee and not less than Ten Million (\$10,000,000) Dollars combined limits, including umbrella policy coverage.

Each such policy or endorsement thereto must contain substantially the following provisions:

"The City of Seattle is named as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy and for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City for such to UNICO Properties, Inc., its successors and assigns, any of their employees and/or agents and any liability of UNICO Properties, Inc., Permittee, for such to the City of Seattle, its officers, agents and employees) in connection with (a) construction, operation, maintenance, use or existence of the concourses and appurtenances thereto permitted by that certain City of Seattle ordinance granting UNICO Properties, Inc., permission to construct, operate and maintain underground pedestrian concourses and certain appurtenances thereto in 5th Avenue, the alley between 5th and 6th Avenues, and 6th Avenue, (b) activities of UNICO Properties, Inc., its successors and assigns, upon use or occupation of the areas described in Section 1 of said ordinance, as well as (c) any activity performed by UNICO Properties, Inc., its successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverages provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of Transportation ((City Engineer))."

Any change in the above policy language shall be subject to prior approval by the ((Corporation Counsel)) City Attorney.

((Whenever in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by said Mayor, furnish additional insurance as may be specified by said Mayor.)) The Director of Transportation ((Director)), in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond

requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

Notwithstanding the provisions of Section 13, the permission granted by this ordinance shall not become effective unless and until a policy of insurance has been delivered, approved and filed as provided in this Section 9.

10. The Permittee, its successors and assigns, shall pay to the City of Seattle such amount as may be justly chargeable by said City as a cost of inspection of said concourse during the construction, reconstruction or at other times under the direction of the (Board of Public Works) Director and shall also pay annually in advance to the City of Seattle on (bills) statements or invoices rendered by the (City Engineer) Director a fee of five hundred dollars (\$500) for the permission herein granted pertaining to 6th Avenue and a fee of seventy-five dollars (\$75) for the permission herein granted pertaining to the alley between 5th and 6th Avenues. All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

11. The permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the (City Council by resolution) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. ***

Section 9, Sections 2, 10, and 13 of Ordinance 106458, Fremont Dock Company occupation of Fremont Avenue North under Fremont Bridge, as amended by Ordinances 117833, 115769 and 117991, are amended as follows:

2. That the permission herein granted to the Permittee, its successors and assigns, shall be for a period of ten (10) years from March 26, 1977 and shall cease and terminate at 11:59 p.m. on March 25, 1987, provided, however, that upon the application of the Permittee, the (City Council by resolution) Director of Transportation ("Director") may renew said permit for two successive ten-year periods, provided that the term of the permission as so extended shall not exceed a total of thirty (30) years, subject to the right of the City of Seattle (by each such renewal resolution) to revise upward or downward the fee provided for in Section 13 hereof and by ordinance to then revise any of the conditions contained herein. In the event that said permit is not renewed or that the permission hereby granted extends to its termination in thirty (30) years on March 25, 2007 or that the City at any time after March 26, 1977 requires the area under the Fremont Bridge for its own use, then upon thirty (30) days notice from the (Board of Public Works) Director, the Permittee shall remove from said street area any lumber or other material belonging to it but shall not remove any of the sprinkler system, water mains, fire curtains and other installations which shall thereupon belong to the City of Seattle and shall remain in place as fire protection for said bridge.

10. Permittee agrees at all times to maintain for the protection of the City, a third party property damage liability insurance policy or policies in the sum of \$2,000,000 as well as to keep in full force and effect a fire insurance policy in the sum of \$1,000,000 and to furnish the (City Engineer) Director with certificates evidencing that such policies are in force. Such liability and fire insurance policies shall contain a provision that they are neither alterable nor cancelable without ten (10) days prior written notice to the City. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

13. Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City for the use and occupation of said area described in Section 1 hereof, and in addition shall promptly pay in advance to the City of Seattle, upon statements rendered by the Director (of Engineering) an annual fee for the privilege granted and exercised hereunder of Five Thousand Two Hundred Sixty-Five Dollars (\$5,265.00) for each year of the permit. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

9. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian tunnel is entirely removed from its location as described in Section 1, or until discharged by order of the Director of (Seattle) Transportation ("Director") as provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the pedestrian tunnel permitted by this ordinance and of any and all portions of the tunnel;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the pedestrian tunnel exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

10. The privilege hereby granted shall not be assignable or transferable by operation of law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage, pledge, or encumber the same, without the consent of the (City Council by resolution) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

13. Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said tunnel during construction, reconstruction or at other times under the direction of the (Board of Public Works) Director and shall also pay annually in advance to the City of Seattle on (bills rendered by the City Engineer) statements or invoices rendered by the Director a fee of (Two Hundred Thirty Dollars (\$230.00)) \$526.00 as established by Ordinance 118796 for the privilege granted and exercised hereunder. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 12, Sections 8, 9 and 10 of Ordinance 107466, Lambda Association of Gamma Phi Beta Skybridge as amended by Ordinance 118996, are amended as follows:

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed

Director of Transportation ("Director"). The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director (of Seattle Transportation) as provided in Section 3 of Ordinance 107466, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the skybridge;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

9. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said skybridge during any reconstruction, repair, alteration or at other times under the direction of the (Board of Public Works) Director and shall pay annually in advance to the City of Seattle on (bills rendered by the City Engineer) statements or invoices rendered by the Director a fee for the privilege granted and exercised hereunder of \$2,231.00 as established by Ordinance 119341. (Of One Hundred Fifty Dollars (\$150) for the first initial year, which annual fee shall be increased or decreased from such base amount at the same rate as the rate of increase or decrease for the month of November in the Consumer Price Index issued by the United States Department of Labor for the Seattle-Everett area for All Urban Consumers, and subject to further revision as provided in Section 2 if the permission herein granted is renewed.) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 14, Sections 2, 6, 8 and 9 of Ordinance 107876, Northwest Kidney Center Pedestrian Tunnel, as amended by Ordinances 119396 and 117591, are amended as follows:

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed

shall specifically name the tunnel exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance/self insurance shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

9. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said pedestrian tunnel during any reconstruction, repair, alteration or at other times, under the direction of the Director (of Engineering) and shall also pay annually in advance to the City of Seattle on (bills) statements or invoices rendered by the Director (of Engineering), a fee for the privilege granted and exercised hereunder of (One Thousand Eight Hundred Seventy-Five Dollars (\$1875.00) for each year of the permit, until November 30, 1998) \$2,069.00 as established by Ordinance 119396. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 (Department) Director for credit of the (General Fund) Transportation Operating Fund.

Section 15, Sections 6, 10 and 11 of Ordinance 108036, Swedish Health Services d.b.a. Swedish Medical Center/Providence Skybridge across 16th Avenue, as amended by Ordinances 117587, 119444 and 121491, are amended as follows:

6. The permission hereby granted shall not be assignable or transferable by operation of law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same, separately or in connection with transactions involving the terminus buildings or property without the consent of the (City Council by resolution) Director of Transportation ("Director"). The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

10. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the skybridge is entirely removed from its location as described in Section 1 of the authorizing ordinance, or until discharged by order of the Director of (Seattle) Transportation ("Director") as provided in Section 3 of the authorizing ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the skybridge permitted by this ordinance and of any and all portions of the skybridge;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company

in connection with transactions involving the terminus buildings or property without the consent of the (City Council by resolution) Director of Transportation ("Director"). The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

10. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until discharged by order of the (Board of Public Works) Director as provided in Section 3 of this ordinance, it shall at its own expense maintain with the Director (of Engineering) and keep on file with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) reconstruction, operation, maintenance, use, or existence of the tunnel permitted by this ordinance and of any and all portions thereof, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, as well as (c) any and all claims and risks in connection with any activity performed by the Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the tunnel permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) — not less than those otherwise carried by Permittee and in any event not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate/with no deductibles.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee, (the Vance Corporation) Camlin Hotel, L.L.C., its successors and assigns, any of its employees and/or agents and any liability of Permittee for such to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the tunnel and any appurtenances thereto, permitted by the City of Seattle ordinance granting (the Vance Corporation) Camlin Hotel, L.L.C., its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by (the Vance Corporation) Camlin Hotel, L.L.C., its successors and assigns by virtue of the permission granted by the aforesaid ordinance.

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of (Engineering) Transportation."

(Whenever in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

Notwithstanding the provisions of Section 12, the permission granted by this ordinance shall not become effective unless and until a policy of insurance has been delivered, approved and filed as provided in this Section 10.

or by reason of anything that has been done, or may at any time be done, by the Permittee, its successors or assigns, by reason of this ordinance, or by reason of the Permittee, its successors or assigns, failing or refusing to strictly comply with each and every provision of this ordinance; and if any such suit, action, or claim shall be filed, instituted or begun against the City, the Permittee, its successors and assigns, shall, upon notice thereof from the City defend the same at its or their sole cost and expense, and in case judgment shall be rendered against the City in any suit or action, Permittee, its successors and assigns, shall fully satisfy the judgment within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to the City.

The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

6. The permission hereby granted shall not be assignable or transferable by operation of law, nor shall the Permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same, separately or in connection with transactions involving the terminal buildings or properties without the consent of the (City Council by resolution) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

10. The Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said tunnel during construction, reconstruction, repair, annual structural inspections, and at other times under the direction of the Director (of Transportation) and in addition shall promptly pay to the City in advance upon statements rendered by the Director (of Transportation) an annual fee for the privileges granted and exercised hereunder of Two Thousand Nine Hundred Dollars (\$2,091.00) for each of the first five years of the renewal period between July 6, 2000 and July 5, 2010. (The fee will then be evaluated by the City and a new fee will be established by resolution of the City Council for each succeeding five-year period.) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 (General Fund) Transportation Operating Fund.

Section 18, Sections 2, 8, 10 and 11 of Ordinance 109558, Howard Anderson Vehicle Tunnel, as amended by Ordinance 120505 are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing October 1, 1980, and terminating at 11:59 p.m. on the last day of the tenth year; provided, upon application of the Permittee, the (City Council may by resolution) Director of Transportation ("Director") may renew said permit for two successive ten year periods up to a maximum of thirty (30) years from October 1, 1980; (and any such resolution may) subject to the right of the City to revise any of the terms and conditions of this ordinance including, among others, the fee provided by Section 11. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 13. In the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the tunnel pursuant to the provisions of this ordinance, or

(c) the (Board of Public Works) Director or a successor body or official of City government (called "the Board") determines that conditions of this ordinance have been violated,

then within ninety (90) days after such expiration, termination or determination of the (Board) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the tunnel

of the first five years of the renewal period between October 1, 2000 and September 30, 2010). (The fee will then be evaluated by the City and a new fee will be established by resolution of the City Council for each succeeding five years of the permit.) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 of the (General Fund) Transportation Operating Fund.

Section 19, Sections 2, 8, 10 and 11 of Ordinance 109601, Urban/Four Seasons Hotel Venture Tunnel, as amended by Ordinance 120507, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing on November 1, 1980, and terminating at 11:59 p.m. on the last day of the tenth year; provided, upon application of the Permittee, the (City Council may by resolution) Director of Transportation ("Director") may extend the initial period from two successive ten-year periods up to a maximum of thirty (30) years from November 1, 1980; and (any such resolution) may revise any of the terms and conditions of this ordinance including, among others, the fee provided by Section 11. In the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the tunnel pursuant to the provisions of this ordinance, or

(c) the (Board of Public Works) Director or a successor body or official of City government (called "the Board") determines that conditions of this ordinance have been violated, then within ninety (90) days after such expiration, termination or determination of the (Board) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the tunnel and shall place all portions of the street that may have been disturbed for any part of the structure, in as good condition in all respects as the abutting portions thereof. Whereupon, the (Board of Public Works) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the tunnel is entirely removed from its location as described in Section 1, or until discharged by order of the Director (of Seattle Transportation) as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which (area) are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance, use or existence of the tunnel permitted by this ordinance and of any and all portions of the tunnel;

(b) Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the tunnel exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance

Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 the credit of the (General Fund) Transportation Operating Fund.

Section 10. Sections 7, 8 and 9 of Ordinance 106647, D.L.L.C. Skybridge, as amended by Ordinance 113045 and modified by Resolutions 29463 and 30376, are amended as follows:

7. So long as the Permittee shall exercise any privileges or authority conferred by this ordinance, it shall, in connection therewith, provide and maintain in full force and effect, public liability insurance naming the City as an additional insured, providing for a limit of not less than Two Million Dollars (\$2,000,000), for all damages arising out of any one occurrence, including subject to that limit, all damages arising out of bodily injuries to or death of one or more persons and all damage arising out of injury to or destruction of property. (Provided, however, that whenever in the judgment of the Mayor of the City of Seattle, such public liability insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee, shall, upon demand by said Mayor, furnish additional insurance in such amount as may be specified by said Mayor.) A copy of such policy or policies or certificate or certificates evidencing the same shall be delivered to the ((City Engineer)) Director of Transportation ((Director)) for filing in the office of the City Clerk within sixty (60) days after approval of this Ordinance and shall provide for ten (10) days notice to the ((City Engineer)) Director of any change, cancellation or lapse thereof. The Director of Transportation ((Director)), in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

8. That the Permittee, ((his)) its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said pedestrian skybridge during construction or at other times under the direction of the ((Board of Public Works)) Director and shall promptly pay to the City in advance upon statements rendered by the Director ((of Engineering)) an annual fee of ((One Thousand Nine Hundred Ninety-Nine Dollars (\$1,999) for the first five years of the permit.)) of \$2,740.00 from June 1, 2001 to May 31, 2006 as established by Resolution 30376 for the permission granted and exercised hereunder. ((The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

9. That the permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. In the event of such transfer, the terms and conditions of this ordinance shall bind all successors and assigns.

Section 11. Sections 9, 10 and 13 of Ordinance 106870, 801 Dexter Associates Pedestrian Tunnel, as amended by Ordinance 118796, is amended as follows:

cessors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director of ((Seattle)) Transportation ((Director)) as provided in Section 4 of Ordinance 107486, the Permittee shall obtain and maintain insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the skybridge;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance/self insurance shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

9. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said skybridge during construction, reconstruction or at other times under the direction of the ((Board)) Director and shall pay annually in advance to the City on ((bills)) statements or invoices rendered by the ((City Engineer)) Director a fee of ((One Hundred Twenty-Five Dollars (\$125)) \$335.00 as established by Ordinance 118996 for the permission granted and exercised hereunder. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 ((General Fund)) Transportation Operating Fund.

10. That the permission hereby conferred shall not be assignable or transferable by operation of law, nor shall the Permittee assign, transfer, mortgage, pledge or encumber the same, without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

Section 13. Sections 6, 8 and 9 of Ordinance 107724, 2601 Elliott LLC Skybridge, as amended by Ordinances 114413 and 119341, is further amended as follows:

6. The permissions hereby granted shall not be assignable or transferable by operation of law, nor shall said Permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same, separately or in connection with transactions involving the terminus buildings or property save without the consent of the ((City Council by resolution))

Ordinance 119396 and 117651, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a period of (10) years from December 1, 1978 and shall cease and terminate at 11:59 p.m. on the last day of the 10th year; provided, however, that upon application of the Permittee, the ((City Council may by resolution)) Director of Transportation ((Director)) may renew said permit for two successive ten year periods, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty (30) years, subject to the right of the City ((by each such resolution)) to revise upward or downward the fee hereinafter provided for in Section 9 hereof and by ordinance to then revise any of the conditions contained herein. In the event said permission is not renewed, or in the event the permission hereby granted extends to its termination in thirty (30) years or that the City orders the removal of said pedestrian tunnel or any portion thereof pursuant to the provisions of this ordinance, or termination or prior to the date stated in an Order to Remove, as the case may be, said permittee, its successors and assigns, shall remove said pedestrian tunnel and shall place such portions of the surface and subsurface within the street rights of way as may have been disturbed for any part of such pedestrian tunnel in as good condition for public use, and in as good a condition in all respects, as the abutting portions thereof.

This grant is subject to the primary use by the City of Seattle of Broadway and Summit Avenue for primary and secondary street use, and the City expressly reserves the right to require the said permittee, its successors and assigns, to remove said pedestrian tunnel in case such removal is at any time rendered necessary by the fact that use of the space occupied by said pedestrian tunnel is convenient or required for, or if said pedestrian tunnel interferes with, any primary or secondary use of such space by the City of Seattle, and a determination by the City Council, by ordinance, that such space is so required for such primary or secondary use shall be conclusive and final. Removal of such pedestrian tunnel shall then be accomplished within the time specified in such ordinance and in such manner as to fully comply with all of the terms and conditions of this ordinance.

This grant is subject, also, to the following conditions: (a) the existing cast iron pipe waterman in Summit Avenue shall be replaced with ductile iron pipe, to extend ten (10) feet on either side of the pedestrian tunnel; (b) three separate building permits shall be obtained from the Building Department for the connection of the pedestrian tunnel to the proposed and existing buildings, and for that portion of the pedestrian tunnel across private property.

6. The permissions hereby granted shall not be assignable or transferable by operation of law, nor shall said permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same, separately or in connection with transactions involving the terminus buildings or property without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee.

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian tunnel is entirely removed from its location as described in Section 1 of the authorizing ordinance, or until discharged by order of the Director ((of Seattle)) Transportation ((Director)) as provided in Section 3 of the authorizing ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the tunnel permitted by this ordinance and of any and all portions of the tunnel;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of the authorizing ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage

shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the skybridge exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

11. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of the pedestrian bridge during any reconstruction, repair, alteration or at other times, under the direction of the Director ((of Engineering)) and shall also pay annually in advance to the City of Seattle on ((bills tendered)) statements or invoices rendered by the Director ((of Engineering)), a fee for the privilege granted and exercised hereunder of ((One Hundred Thirty-Three Dollars (\$133.00)) \$648.00 as established by Resolution 28276. ((for the initial year, which annual fee shall be increased or decreased from such base amount at the same rate of increase or decrease as the month of JULY in the Consumer Price Index issued by the United States Department of Labor for the Seattle-Everett area for all Urban Consumers, and subject to further revision as provided in Section 2 if the permission herein granted is renewed.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 16. Sections 2, 6, 10 and 11 of Ordinance 108920, Camlin Hotel, L. L. C. Tunnel, are amended as follows:

2. The permission herein granted to the Permittee, and its successors and assigns as approved pursuant to Section 6, shall be for a period of 10 years and shall cease and terminate at 11:59 p.m. on February 4, 1990. Provided, However, that upon application by the Permittee, the ((City Council may by resolution)) Director of Transportation ((Director)) may renew this permission for two successive ten periods, provided further that the total term of the permission granted by this ordinance and subsequent extensions shall not exceed thirty (30) years. ((Renewals)) Said permission shall be subject to the right of the ((City Council by resolution)) Director of Transportation to revise upward or downward the fee hereinafter provided for in Section 11 and the City Council by ordinance to revise any of the conditions contained herein. In the event that 1) permission is not renewed; 2) the permission hereby granted extends to its termination in thirty (30) years; 3) the City orders the removal of the tunnel or any portion thereof; or 4) the ((Board of Public Works)) Director determines that there has not been compliance by Permittee with this ordinance, then within ninety (90) days after expiration or termination of permission, or prior to the date stated in an Order to Remove, the Permittee, its successors or assigns, shall remove the tunnel and shall place such portions of the surface within the street rights of way as may have been disturbed for any part of the tunnel in as good condition in all respects, as the abutting portions thereto.

This permission is subject to the primary use by the City of Seattle of said Seneca Street for street use and the City expressly reserves the right to require the Permittee, its successors and assigns, to remove the tunnel if such removal is at any time made necessary by the City's need to use the space occupied by the tunnel, or if the tunnel interferes with any primary or secondary street use of such space by the City of Seattle. A determination by the City Council, by ordinance, that such space is required for street or a primary or secondary street use shall be conclusive and final. Removal of such tunnel shall be accomplished within the time specified in such ordinance and in such manner as to fully comply with all of the terms and conditions of this ordinance.

4. The Permittee by its acceptance of this ordinance and the permission hereby granted, does covenant and agree for itself, its successors and assigns, to at all times protect and save harmless the City of Seattle from all claims, actions, suits, liability, loss, costs, expense or damages of any kind and any portion which may accrue to, or be suffered by, any person or persons (including without limitation, damage or injury to the Permittee, its officers, agents, employees, contractors, invitees, licensees or their successors and assigns, by reason of the reconstruction, relocation, replacement, readjustment, repair, maintenance, operation or use of the tunnel, or the improper occupation or use of the areas described in Section 1 or any portion thereof,

6. The permission hereby granted shall not be assignable or transferable by operation of law, nor shall the Permittee, its successors or assigns, assign, transfer, mortgage, pledge or encumber the same, separately or

in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the tunnel is entirely removed from its location as described in Section 1, or until discharged by order of the Director ((of Seattle)) Transportation ((Director)) as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which ((area)) are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance use or existence of the tunnel permitted by this ordinance and of any and all portions of the tunnel;

(b) Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the tunnel exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance/self insurance shall be determined insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

10. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission be granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

11. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said tunnel during construction, reconstruction, repair, annual structural inspections, and at other times, under the direction of the Director ((of Transportation)) and shall also pay annually in advance to the City of Seattle on statements or invoices rendered by the Director ((of Transportation)) an annual fee for the privilege granted and exercised hereunder of Six Hundred Forty-One ((for each

may be, the Permittee shall remove the tunnel and shall place all portions of the tunnel that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the ((Board of Public Works)) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

11. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said tunnel during any reconstruction, repair, alteration or at other times, under the direction of the Director ((of Public Works)) Director and shall also pay annually in advance to the City of Seattle on ((bills tendered)) statements or invoices rendered by the Director ((of Engineering)), a fee for the privilege granted and exercised hereunder of ((One Hundred Thirty-Three Dollars (\$133.00)) \$648.00 as established by Resolution 28276. ((for the initial year, which annual fee shall be increased or decreased from such base amount at the same rate of increase or decrease as the month of JULY in the Consumer Price Index issued by the United States Department of Labor for the Seattle-Everett area for all Urban Consumers, and subject to further revision as provided in Section 2 if the permission herein granted is renewed.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission be granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

11. The Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said tunnel during construction, reconstruction, repair, annual structural inspections, and at other times, under the direction of the Director ((of Transportation)) and in addition shall promptly pay to the City in advance upon statements rendered by the Director ((of Transportation)) an annual fee for the privileges granted and exercised hereunder of Two Thousand Six Hundred One Dollars (\$2,601.00). ((for each of the first five years of the renewal period between November 1, 2000 and October 31, 2010. The fee will then be evaluated by the City and a new fee will be established by resolution of the City Council for each succeeding five years of the permit.)) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 ((General Fund)) Transportation Operating Fund.

Section 20. Sections 2, 8, 10 and 11 of Ordinance 109660, Grange Insurance Association Skybridge, as amended by Ordinance 120503, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing on December 1, 1980, and terminating at 11:59 p.m. on the last day of the tenth year; Provided, upon application of the Permittee, the ((City Council may by resolution)) Director of Transportation ((Director)) may extend the initial period for two successive ten-year periods up to a maximum of thirty (30) years from December 1, 1980; and ((any such resolution)) may revise any of the terms and conditions of this ordinance including, among others, the fee provided by Section 11. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 13. In the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the skybridge pursuant to the provisions of this ordinance, or

(c) the ((Board of Public Works)) Director or a successor body or official of City government ((called "the Board")) determines that conditions of this ordinance have been violated,

then within ninety (90) days after such expiration, termination or determination of the ((Board)) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the skybridge and shall place all portions of the

applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

11. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said tunnel during construction, reconstruction, repair, annual structural inspections, and at other times, under the direction of the Director ((of Transportation)) and shall also pay annually in advance to the City of Seattle on statements or invoices rendered by the Director ((of Transportation)) an annual fee for the privilege granted and exercised hereunder of Six Hundred Forty-One ((for each

street that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the (Board of Public Works) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which fully protect the City from any and all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which (are) are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian skybridge;

(b) Permittee's activity upon or the use or occupation of the areas described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period. Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

11. The Permittee, its successors and assigns shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said pedestrian skybridge during construction, reconstruction, repair, annual structural inspections, and at other times under the direction of the Director ((of Transportation)) and in addition shall promptly pay to the City in advance upon statements rendered by the Director (for Transportation) an annual fee for the privileges granted and exercised hereunder of Four Hundred Sixty-Five Dollars (\$465.00). ((for each of the first five years of the renewal period between December 1, 2000, and

ed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

11. The Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said tunnels during construction, reconstruction, repair, annual structural inspections, and at other times under the direction of the Director of Transportation and in addition shall promptly pay to the City in advance upon statements rendered by the Director ((of Transportation)) an annual fee for the privileges granted and exercised hereunder of One Thousand Five Hundred Ninety One Dollars (\$1,591.00). ((for each of the first five years of the renewal period between November 11, 2000, and November 10, 2010. The fee will then be evaluated by the City and a new fee will be established by resolution of the City Council for each succeeding five-year period. All payments shall be made to the City Finance Director for credit to the General Fund.)) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

Section 22. Sections 2, 10 and 11 of Ordinance 109848, Seattle Westin Hotel Skybridge, as amended by Ordinance 118103, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing on January 2, 1981, and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may extend the initial period for two successive ten year periods up to a maximum of thirty (30) years from January 2, 1981; ((and any such resolution may revise any of the terms and conditions of this ordinance including, among others, the fee provided by Section 11.)) subject to the right of the City to revise the fee schedule provided for in Section 11 hereof, and by ordinance to then revise any of the terms and conditions contained herein. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 13. In the event that:

- (a) the permission extends to its termination, or
- (b) the City of Seattle (called "the City")

Properties Skybridge, as amended by Ordinance 118760 are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the ((City Council by resolution.)) Director to revise the fee provided for in Section 12 hereof, and by ordinance to then revise any of the terms and conditions contained herein.

9. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director as provided in Section 7 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian skybridge;

(b) Permittee's activity upon or the use or occupation of the areas described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy with all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be determined insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

12. ((The Permittee shall promptly pay to the City in advance upon statements rendered by the Director of Engineering, an annual fee of Two Hundred Fifty-Five Dollars (\$255.00); hereinafter called the "base rate") for the first year, and for the remaining years said

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the shear wall permitted by this ordinance and any appurtenances thereto, permitted by the City of Seattle ordinance granting the Benaroya Company permission to operate and maintain a skybridge over and across South Orcas Street, east of Fifth Avenue South, (b) activities of the Benaroya Company, its successors and assigns, upon use or occupation of the areas described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by the Permittee and not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and annual aggregate with no deductible to be reviewed annually.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City for such to Permittee the Apex Belltown Co-op, its successors and assigns, any of its employees and/or agents and any liability of Permittee for such to the City of Seattle, its officers, agents and employees) in connection with (a) construction, maintenance, use or existence of the shear wall and any appurtenances thereto, permitted by the City of Seattle ordinance granting the Apex Belltown Co-op permission to operate and maintain a shear wall on the east side of the 1st - Western Avenues Alley, to the rear of 2225 1/2 - First Avenue, (b) activities of the Apex Belltown Co-op, its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by the Apex Belltown Co-op, its successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of (Engineering) Transportation." (Whenever in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

11. The permittee shall promptly pay to the City in advance upon statements rendered by the Director ((of Engineering)), an annual fee of ((Sixty Dollars (\$60.00))) \$204.00. ((hereinafter called the "base rate") for the first year, and for the remaining years said base rate shall be adjusted annually by an appropriate index to reflect the purchasing power of money. As such practical Consumer Price Index issued by the United States of America, Department of Labor, Bureau of Labor Statistics for the Seattle-Everett, Washington area for all urban consumers for all items, shall be used and adjustments shall be calculated using the nearest index figures preceding the effective date of this ordinance and the applicable respective anniversary date. All payments shall be made to the City Treasurer for the credit of the General Fund.)) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 27. Sections 2, 9, 11 and 12 of Ordinance 110823, Swedish Medical Center/Ballard Skybridge over Tallman Avenue Northwest, as amended by Ordinances 111678, 118998 and 121492 are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the City ((by each such resolution)) to revise the fee provided for in Section 12 hereof, and by ordinance, to then revise any of the terms and conditions contained herein.

9. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1,

Permittee the Benaroya Company, its successors and assigns, any of its employees and/or agents and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) construction, maintenance, use or existence of the skybridge and any appurtenances thereto, permitted by the City of Seattle ordinance granting the Benaroya Company permission to operate and maintain a skybridge over and across South Orcas Street, east of Fifth Avenue South, (b) activities of the Benaroya Company, its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by the Benaroya Company, its successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of (Engineering) Transportation." (Whenever in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution.)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

11. The permittee shall promptly pay to the City in advance upon statements rendered by the Director ((of Engineering)), a fee of ((Six Hundred Seventy Three Dollars (\$673.00))) for the first year. At the beginning of the second year of the permit, the fee shall be revised by resolution to reflect a fee schedule to be adopted by the Board of Public Works.)) \$1,383.00. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 27. Sections 2, 9, 11 and 12 of Ordinance 110823, Swedish Medical Center/Ballard Skybridge over Tallman Avenue Northwest, as amended by Ordinances 111678, 118998 and 121492 are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the City ((by each such resolution)) to revise the fee provided for in Section 12 hereof, and by ordinance, to then revise any of the terms and conditions contained herein.

9. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1,

the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 28. Sections 3 and 4 of Ordinance 121492, Swedish Medical Center/Ballard Skybridge over Tallman Avenue Northwest, are amended as follows:

3. For the privileges granted and exercised under Ordinance 110823, Swedish Health Services d.b.a. Swedish Medical Center/Ballard shall promptly pay to the City of Seattle in advance upon receipt of statements rendered by the Director of the Seattle Department of Transportation ("Director") Forty-Three Dollars (\$1,643.00), for the period beginning November 16, 2002, and ending November 13, 2007. At the end of this (first five-year) period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

4. ((All payments shall be made to the City of Seattle for credit into the Transportation Operating Fund.))

Section 29. Sections 3, 10, 12 and 13 of Ordinance 111275, King County Skybridge Across 4th and 5th Avenues, are amended as follows:

3. The permission granted to the Permittee, its successors and assigns upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the City, and by ordinance to revise any of the terms and conditions contained herein.

10. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the ((Board of Public Works)) Director as provided in Section 4 of this ordinance, it shall at ((is)) its own expense deliver to the Director ((of Engineering)) for filing with the City Clerk, general comprehensive liability insurance policies which must be approved by the City Attorney as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) construction, reconstruction, operation, maintenance, use, or existence of the skybridge permitted by this ordinance and of any and all portions of the skybridge, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, as well as (c) any and all claims and risks in connection with any activity performed by the Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the skybridge permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupation of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the Mini-hut permitted by this ordinance and of any and all portions of the Mini-hut;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of the authorizing ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the Mini-hut exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

4. ((All payments shall be made to the City of Seattle for credit into the Transportation Operating Fund.))

Section 29. Sections 3, 10, 12 and 13 of Ordinance 111275, King County Skybridge Across 4th and 5th Avenues, are amended as follows:

3. The permission granted to the Permittee, its successors and assigns upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the City, and by ordinance to revise any of the terms and conditions contained herein.

11. The Permittee shall promptly pay to the City in advance upon statements or invoices rendered by the Director, a fee of ((Three Hundred Three Dollars (\$303.00))) for the first year. At the beginning of the second year of the permit, the fee shall be revised by resolution to reflect a fee schedule to be adopted by the Board of Public Works. All payments shall be made to the City Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 31. Sections 2, 10, 12 and 13 of Ordinance 111826, EOP - Columbia Center, LLC Pedestrian Tunnel, as amended by Ordinance 119910, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution.)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus

...the annual fee for the privileges granted and exercised hereunder for Four Hundred Sixty-Five Dollars (\$465.00), for each of the first five years of the renewal period between December 1, 2009, and November 30, 2010. The fee will then be established by the City and a new fee will be established by resolution of the City Council for each succeeding five years of the permit. All payments shall be made to the City Finance Director for credit to the General Fund. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 21. Sections 2, 8, 10 and 11 of Ordinance 109661, Boeing Company Tunnels, as amended by Ordinance 120504, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing on November 11, 1980, and terminating at 11:59 p.m. on the last day of the tenth year; Provided, upon application of the Permittee, the ((City Council may by resolution)) Director of Transportation ("Director") may extend the initial period for two successive ten-year periods up to a maximum of thirty (30) years from December 1, 1980; and (any such resolution) may revise any of the terms and conditions of this ordinance including, among others, the fee provided by Section 11. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 13. In the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the tunnels pursuant to the provisions of this ordinance, or

(c) the ((Board of Public Works)) Director or a successor body or official of City government ((called "the Board")) determines that conditions of this ordinance have been violated,

then within ninety (90) days after such expiration, termination or determination of the ((Board)) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the tunnels and shall place all portions of the street that may have been disturbed for any part of the structures, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the ((Board of Public Works)) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

8. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the tunnels are entirely removed from their locations as described in Section 1, or until discharged by order of the Director ((of Seattle Transportation)) as provided in Section 2 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which fully protect the City from any and all claims and risks of any loss from any and all claims and risks that may be incurred by the City which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which (areas) are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance, use or existence of the tunnels permitted by this ordinance and of any and all portions of the tunnels;

(b) Permittee's activity upon or the use or occupation of the areas described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period. Coverage shall specifically name the tunnel exposure. Liability coverage shall add by endorsement The City of Seattle, its elected and appoint-

...in the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the skybridge pursuant to the provisions of this ordinance, or

(c) the ((Board of Public Works)) Director or a successor body or official of City government ((called "the Board")) determines that conditions of this ordinance have been violated,

then within ninety (90) days after such expiration, termination or determination of the ((Board)) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the skybridge and shall place all portions of the street that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the ((Board of Public Works)) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

10. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

11. The Permittee, its successors and assigns, shall pay to the City of Seattle such amounts as may be justly chargeable by said City as a cost of inspection of said skybridge during any reconstruction, repair, alteration or at other times, under the direction of the Director ((of Engineering)), and in addition shall pay annually in advance to the City of Seattle, upon ((bills)) statements or invoices rendered by the Director ((of Engineering)), a fee for the privilege granted and exercised hereunder of Six Thousand Two Hundred Six Dollars (\$6,206.00) for each year of the permit (until January 1, 2001) as established by Ordinance 118103. Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 ((General Fund)) Transportation Operating Fund.

then within ninety (90) days after such expiration, termination or determination of the ((Board)) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the shear wall and shall place all portions of the alley that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the ((Board of Public Works)) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

Section 23. Sections 2 and 8 of Ordinance 109975, King County Tunnels Under 9th Avenue, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing on April 19, 1981, and terminating at 11:59 p.m. on the last day of the tenth year; Provided, upon application of the Permittee, the ((City Council may by resolution)) Director of Transportation ("Director") may extend the initial period for two successive ten-year periods up to a maximum of thirty (30) years from April 19, 1981; and (any such resolution) may revise any of the terms and conditions of this ordinance.

8. Said Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

Section 24. Sections 2, 9, 11 and 12 of Ordinance 110596, Sixth and Virginia

...the City Council shall promptly pay to the City of Seattle upon statements rendered by the Director of Engineering, an annual fee of Two Hundred Fifty Dollars (\$250.00) (hereinafter called the "base rate") for the first year, and for the remaining years said base rate shall be adjusted annually by an appropriate index to reflect the purchasing power of money. As long as practical the Consumer Price Index issued by the United States of America, Department of Labor, Bureau of Labor Statistics for the Seattle-Everett, Washington area for all urban consumers for all items, shall be used, and adjustments shall be calculated using the nearest index figures preceding the effective date of this ordinance and the applicable respective anniversary date, and if the index's current 1967 base is converted to a later period by comparable figures using the revised base. All payments shall be made to the City Treasurer for the credit to the General Fund. The Permittee shall promptly pay to the City in advance upon statements or invoices rendered by the Director, an annual fee of \$827.00 for the period of June 22, 2002 to June 21, 2005. At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 25. Sections 2, 8, 10 and 11 of Ordinance 110663, Apex Belltown Co-op Concrete Shear Wall, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing thirty days after the date of approval, and terminating at 11:59 p.m. on the last day of the tenth year; Provided, upon application of the Permittee, the ((City Council may by resolution)) Director of Transportation ("Director") may extend the initial period for two successive ten year periods, up to a maximum of thirty (30) years; and (any such resolution) may revise any of the terms and conditions of this ordinance including, among others, the fee provided in Section 11 hereof, and by ordinance, to revise any of the terms and conditions contained herein. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 13. In the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the shear wall pursuant to the provisions of this ordinance, or

(c) the ((Board of Public Works)) Director or a successor body or official of City government ((called "the Board")) determines that conditions of this ordinance have been violated,

then within ninety (90) days after such expiration, termination or determination of the ((Board)) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the shear wall and shall place all portions of the alley that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the ((Board of Public Works)) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

8. For as long as the Permittee, its successors and assigns, shall exercise any permissions granted by this ordinance and until the shear wall is entirely removed from its location as described in Section 1 or until discharged by order of the ((Board of Public Works)) Director as provided in Section 2 of this ordinance, it shall at its own expense deliver to the Director ((of Engineering)) for filing with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to any and all claims and risks in connection with (a) reconstruction, operation, maintenance, use or existence of the skybridge permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by the Permittee and not less than Two Million Dollars (\$2,000,000.00) per occurrence and annual aggregate/with no deductible.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City for such

...the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 26. Sections 2, 8, 10 and 11 of Ordinance 110682, Bay West Design Center, L.L.C. Skybridge, are amended as follows:

2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing thirty days after the date of approval, and terminating at 11:59 p.m. on the last day of the tenth year; Provided, upon application of the Permittee, the ((City Council may by resolution)) Director of Transportation ("Director") may extend the initial period for two successive ten year periods, up to a maximum of thirty (30) years; and (any such resolution) may revise any of the terms and conditions of this ordinance including, among others, the fee provided in Section 11 hereof, and by ordinance, to then revise any of the terms and conditions contained herein. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 13. In the event that:

(a) the permission extends to its termination, or

(b) the City of Seattle (called "the City") required removal of the skybridge pursuant to the provisions of this ordinance, or

(c) the ((Board of Public Works)) Director or a successor body or official of City government ((called "the Board")) determines that conditions of this ordinance have been violated,

then within ninety (90) days after such expiration, termination or determination of the ((Board)) Director, or prior to the date stated in an Order to Remove, as the case may be, the Permittee shall remove the skybridge and shall place all portions of the street that may have been disturbed for any part of the structure, in as good condition for public use as they were prior to construction, and, in at least as good condition in all respects as the abutting portions thereof. Whereupon, the ((Board of Public Works)) Director shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

8. For as long as the Permittee, its successors and assigns, shall exercise any permissions granted by this ordinance and until the skybridge is entirely removed from its location as described in Section 1 or until discharged by order of the ((Board of Public Works)) Director as provided in Section 2 of this ordinance, it shall at its own expense deliver to the Director ((of Engineering)) for filing with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to any and all claims and risks in connection with (a) reconstruction, operation, maintenance, use or existence of the skybridge permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupation of the area described in Section 1 of this ordinance, as well as (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the skybridge permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by the Permittee and not less than Two Million Dollars (\$2,000,000.00) per occurrence and annual aggregate/with no deductible.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City for such

...9. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director ((of Seattle Transportation)) as provided in Section 4 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the skybridge;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the pedestrian skybridge and cross 4th and 5th Avenues south of James Street (b) activities of King County, its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by King County, its successors and assigns by virtue of the permission granted by the aforesaid ordinance.

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

13. The Permittee shall promptly pay to the City charges billed by the City for inspection of the skybridge during construction, reconstruction, repair, alteration and safety inspection at other times when deemed appropriate by the ((City Director of Engineering)) Director.

All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

Section 30. Sections 2, 9, 10 and 11 of Ordinance 111820, US West Communications Mini-Hut, as amended by Ordinance 119533, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission shall not exceed thirty years, subject to the right of the ((City by each such resolution)) Director to revise the fee provided for in Section 13 hereof, and by ordinance, to then revise any of the terms and conditions contained herein.

9. For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the Mini-hut is entirely removed from its location as described in Section 1 of the authorizing ordinance or until discharged by order of the Director ((of Seattle Transportation)) as provided in Section 4 of the authorizing ordinance, the Permittee shall obtain and maintain in full force and effect, at its own

...written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution)) Director of Transportation ("Director") may renew the permit for two successive ten year terms, provided further that the total term of the permission shall not exceed thirty years, subject to the right of the City ((by each such resolution)) to revise the fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms and conditions contained herein.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee King County, its successors and assigns, any of its employees and/or agents and any liability of Permittee for such to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the skybridge and any appurtenance thereto, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by the Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the tunnel permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by Permittee and in any event not less than Two Million Dollars (\$2,000,000) per occurrence and annual aggregate.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee, (Martin Sehg) EOP-Columbia Center, LLC, ((his)) its successors and assigns, any of ((his)) its employees and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the tunnel and any appurtenance thereto, permitted by the City of Seattle ordinance granting ((Martin Sehg) EOP-Columbia Center, LLC permission to operate and maintain a tunnel (b) activities of ((Martin Sehg) EOP-Columbia Center, LLC, ((his)) its successors and assigns, upon use or occupation of the areas described in Section 1 of this authorizing ordinance, as well as (c) any activity performed by ((Martin Sehg) EOP-Columbia Center, LLC, ((his)) its successors and assigns by virtue of the permission granted by the aforesaid ordinance.

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

((Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.)) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

12. The Permittee shall not assign or transfer any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. Notwithstanding anything contained herein to the contrary, consent of the ((City Council)) Director shall not be required for any transfer or assignment of the privileges conferred by this ordinance by virtue of

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee, Ivar's, Inc. (Ivar Haglund) its successors and assigns, any of its employees and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the walkway and covered patio and any appurtenance thereto, permitted by the City of Seattle ordinance granting Ivar's, Inc. (Ivar Haglund) permission to operate and maintain a walkway and covered patio (b) activities of Ivar's, Inc. (Ivar Haglund) its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by Ivar's, Inc. (Ivar Haglund) its successors and assigns by virtue of the permission granted by the aforesaid ordinance.

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

(Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privilege conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

13. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said walkway and covered patio during construction, reconstruction or at other times under the direction of the ((Board of Public Works)) Director and shall promptly pay to the City in advance upon statements or invoices rendered by the Director ((of Engineering)) an annual fee of \$9,576 as established by Resolution 30477. ((Six Thousand Eight Hundred Ten Dollars (\$9,576.00) for the first five years of the permit. The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 33. Sections 2, 9, 11 and 12 of Ordinance 112375, Swedish Health Services Cherry Street Tunnel, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution)) Director

Director, The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be ((assignable)) assignable or transferable by operation of law.

12. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said tunnel during construction, reconstruction or at other times under the direction of the ((Board of Public Works)) Director and shall promptly pay to the City in advance upon statements or invoices rendered by the Director ((of Engineering)) an annual fee of ((One Thousand Six Hundred Seventy-Four Dollars (\$1,674.00) for the first five years of the permit.)) \$2,110.00 from September 1, 2000, to August 31, 2005 as established by Resolution 30375. ((The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 34. Sections 2, 9, and 10 of Ordinance 112613, Washington State Convention and Trade Center Elevated Concrete Sidewalk, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution)) Director of Transportation ((Director)) may renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the City by ordinance to revise any of the terms and conditions contained herein.

9. For as long as the Permittee, its successors and assigns, shall exercise any permissions granted by this ordinance and until the structures are entirely removed from their locations as described in Section 1 or until discharged by order of the ((Board of Public Works)) Director as provided in Section 4 of this ordinance, it shall at its own expense deliver to the Director ((of Engineering)) for filing with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) construction, reconstruction, operation, maintenance, use or existence of the structures permitted by this ordinance and of any and all portions of the skybridge (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, and (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the skybridge permitted by this ordinance and any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the greenhouse permitted by this ordinance and of any and all portions of the greenhouse (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, and (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the greenhouse permitted by this ordinance and of any and all portions thereof, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by the Permittee and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee Gene McKinney, his successors and assigns, any of his employees and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the greenhouse and any appurtenances thereto, permitted by the City of Seattle ordinance granting Gene McKinney permission to operate and maintain a greenhouse (b) activities of Gene McKinney, his successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by Gene McKinney, his successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

(Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

11. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be ((assignable)) assignable or transferable by operation of law.

12. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said greenhouse during construction, reconstruction or at other times under the direction of the ((Board of Public Works)) Director and shall promptly pay to the City in advance upon statements rendered by the Director ((of Engineering)) an annual fee of ((One Hundred Thirty Eight Dollars (\$138.00) for the first five years of the permit.)) \$234.00 annually as established by Resolution 29431. ((The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund.)) Adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by

of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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.

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

(Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

11. The Permittee, its successors and assigns shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be ((assignable)) assignable or transferable by operation of law.

12. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said tunnel during reconstruction or at other times under the direction of the ((Board of Public Works)) Director and shall promptly pay to the City in advance upon statements or invoices rendered by the Director ((of Engineering)) an annual fee of ((One Thousand Five Hundred Forty Dollars (\$1,540.00) for the first five years of the permit.)) \$1709.00 for the period beginning January 22, 2002 and ending January 21, 2007. ((The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 37. Section 2 of Ordinance 121494, Swedish Health Services Tunnel Under Minor Avenue, is hereby repealed and Section 1 is amended as follows:

1. For the privileges granted and exercised under Ordinance 112338 for use of a portion of Minor Avenue between Columbia and Marion Streets, Swedish Health Services shall promptly pay to the City of Seattle in advance upon receipt of statements or invoices rendered by the Director of ((Seattle Department of)) Transportation ((Director)) an annual fee of One Thousand Seven Hundred Nine Dollars (\$1,709.00), for the period beginning January 22, 2002 and ending January 21, 2007. If at the end of this period the City Council renews permission and complete use of Minor Avenue as provided for in Section 2 of Ordinance 112338, the fee shall be re-evaluated by the Director and a new annual fee will be established by ordinance of the City Council.

Section 38. Sections 2, 9, 11 and 12 of Ordinance 113517, Harbor Development Company Skybridge, as amended by Ordinance 118909, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the ((City Council may by resolution)) Director of Transportation ((Director)) may renew the permit for two successive ten year terms,

of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 39. Sections 2, 9, 12 and 13 of Ordinance 114388, Pike Place Market Preservation and Development Authority Skybridge, as modified by Resolution 29092 and 29955, are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten (10) years, commencing on the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least thirty (30) days before expiration of the term, the ((City Council may, by resolution)) the Director of Transportation ((Director)) may renew the permit for two (2) successive ten (10) year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty (30) years, subject to the right of the City of Seattle ((City)) ((by such resolution)) to revise the fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms and conditions contained herein.

9. For as long as the Permittee, its successors and assigns, shall exercise any permissions granted by this ordinance and until the skybridge is entirely removed from its location as described in Section 1 or until discharged by order of the ((Board of Public Works)) Director as provided in Section 4 of this ordinance, it shall at its own expense deliver to the Director ((of Engineering)) for filing with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) construction, reconstruction, operation, maintenance, use, or existence of the skybridge and any appurtenances thereto, permitted by this ordinance, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, and (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the skybridge and of any and all portions of the skybridge permitted by this ordinance, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance, and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by the Permittee and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee Pike Place Market Preservation and Development Authority, its successors and assigns, any of its employees and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the parking attendant kiosk and any appurtenances thereto, permitted by this ordinance, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by Pike Place Market Preservation and

this ordinance, it shall at its own expense deliver to the Director ((of Engineering)) for filing with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) construction, reconstruction, operation, maintenance, use, or existence of the parking attendant kiosk permitted by this ordinance, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of this ordinance, and (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name the City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

Minimum Coverage: General comprehensive liability insurance for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for such to the City of Seattle, its officers, agents and/or employees) in connection with (a) operation, maintenance, use or existence of the parking attendant kiosk and of any and all portions of the parking attendant kiosk permitted by this ordinance, (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance, and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those otherwise carried by the Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee Pike Place Market Preservation and Development Authority, its successors and assigns, any of its employees and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the parking attendant kiosk and any appurtenances thereto, permitted by this ordinance, (b) Permittee's activity upon or use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by Pike Place Market Preservation and Development Authority, its successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

(Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

13. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said parking attendant kiosk during construction, reconstruction or at other times under the direction of the ((Board of Public Works)) Director and shall promptly

(including any liability of the City for such to Permittee ((Broadway Medical Center Limited Partnership)) Swedish Health Services, its successors and assigns, any of its employees and/or agents and any liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with (a) operation, maintenance, use or existence of the tunnel and any appurtenances thereto, permitted by the City of Seattle ordinance granting ((Broadway Medical Center Limited Partnership)) Swedish Health Services permission to operate and maintain a tunnel (b) activities of ((Broadway Medical Center Limited Partnership)) Swedish Health Services its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by ((Broadway Medical Center Limited Partnership)) Swedish Health Services, its successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverage provided by this policy to the City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, Attention: Director of ((Engineering)) Transportation."

(Whenever, in the judgment of the Mayor of the City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the ((City Council by resolution)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

13. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said tunnel during construction, reconstruction, repair, annual structural inspections, and at other times deemed necessary to ensure the safety of said tunnel, as provided by Municipal Code Section 15.76. ((or at other times under the direction of the Board of Public Works and)) Permittee shall promptly pay to the City in advance upon statements rendered by the Director ((of Engineering)) an annual fee of ((Three Thousand Seventy Dollars (\$3,970.00) for the first five years of the permit. The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund. The first annual payment shall be paid 90 days after approval of the ordinance.)) \$4,109.00 for the period beginning May 12, 2000, and ending May 11, 2005 for the privileges granted and exercised hereunder as established by Ordinance 121493. At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 42. Sections 2, 9, 12 and 13 of Ordinance 115776, Fremont Dock Company Utility Tunnel, as amended by Ordinance 120814 are amended as follows:

2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of 10 years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the

... in Washington such a policy, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period. Coverage shall specifically name the pedestrian bridge exposure. Liability coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part of the first named insured, this coverage applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. The City will not accept a certificate of insurance as evidence of current coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager.) The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

13. The Permittee, its successors or assigns shall not assign or transfer any privileges conferred by this ordinance without the consent of the ((City-Council)) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. Notwithstanding anything contained herein to the contrary, consent of the ((City-Council)) Director shall not be required for any transfer or assignment of the privileges conferred by this ordinance by way of mortgage, pledge or encumbrance or by way of foreclosure or deed in lieu of foreclosure. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

14. Permittee shall also promptly pay to the City in advance upon statements rendered by the Director an annual fee for the privileges granted and exercised hereunder of Four Thousand Six Hundred Twenty-Five Dollars (\$4,625.00) for each of the first five years of the permit. ((The fee will then be re-evaluated by the City and a new fee will be established by ordinance of the City Council for each succeeding five years of the permit.)) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year, in the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 71. Section 15.64.090 of the Seattle Municipal Code is amended as follows:

15.64.90 Conditions imposed on grant of permit.

The City Council may impose such terms and conditions as it deems necessary upon the grant of permission to construct, maintain and operate a skybridge, which terms and conditions may include but shall not be limited to: the term of years for which permission is granted and renewal periods, if any; provision for regular City inspection of and procedures for closure or removal of the skybridge; requirements for performance bonds, public liability insurance, indemnification, and annual fees; prohibition against assignment without City ((Council)) consent; and timely acceptance of permission. Every ordinance approving a skybridge shall provide that the permission granted is subject to the primary use by the City of the street, alley or other public place for public travel and other street uses, and that the City expressly reserves the right to require the permittee to remove the skybridge at its sole cost and expense in case the street, alley or other public place is needed for such public use; or if the skybridge interferes with such public use; and that a determination by the City Council by ordinance that the space occupied by the skybridge is needed for or interferes with such public use shall be final and conclusive without any right of the permittee to resort to the courts to question the same.

Section 72. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 5th day of July, 2005, and signed by me in open session in authentication of its passage this 5th day of July, 2005.

Jan Drago
President of the City Council

Approved by me this 8th day of July, 2005.

Gregory J. Nickels, Mayor

Filed by me this 11th day of July, 2005.

(Seal) Judith Pippin, City Clerk.

Publication ordered by JUDITH PIPPIN,
City Clerk.

Date of publication in the Seattle Daily
Journal of Commerce, July 18, 2005.

7/18(187923)

eral liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate each period. Coverage shall specifically name the pedestrian bridge exposure. Liability coverage shall also be endorsed to the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part of the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. The City will not accept a certificate of insurance as evidence of current coverage. Evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

(Whenever in the judgment of the Risk Manager of The City of Seattle, such insurance shall be deemed insufficient to fully protect the City of Seattle, the Permittee shall, upon demand by the Risk Manager, furnish additional insurance in such amount as may be specified by the Risk Manager. The Director, in consultation with the City Risk Manager, may adjust minimum levels of liability insurance and surety bond requirements. The Director shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof of the required levels of insurance and surety bond to the Director within 60 days.

13. The Permittee, its successors or assigns shall not assign or transfer any privileges conferred by this ordinance without the consent of the (City Council) Director. The Director may approve assignment and/or transfer of the permit to a successor entity in the case of a change of name and/or ownership provided that the successor or assignee has demonstrated its acceptance of all of the terms of the permission granted to the initial Permittee. Notwithstanding anything contained herein to the contrary, consent of the (City Council) Director shall not be required for any transfer or assignment of the privileges conferred by this ordinance by way of mortgage, pledge or encumbrance or by way of foreclosure or deed in lieu of foreclosure of any mortgage, pledge or encumbrance. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

14. Permittee shall also promptly pay to the City in advance upon statements rendered by the Director an annual fee for the privileges granted and exercised hereunder of Four Thousand Six Hundred Twenty-Five Dollars (\$4,625.00) for each of the first five years of the permit. (The fee will then be re-evaluated by the City and a new fee will be established by ordinance of the City Council for each succeeding five years of the permit.) At the end of this period, adjustments to the annual fee amount shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be adjusted every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee amount annually to reflect any inflationary changes so as to charge said fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee amount by the percentage change between the two most recent year-end values available of 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 71. Section 15.64.090 of the Seattle Municipal Code is amended as follows:

15.64.90 Conditions imposed on grant of permit.

The City Council may impose such terms and conditions as it deems necessary upon the grant of permission to construct, maintain and operate a skybridge, which terms and conditions may include but shall not be limited to: the term of years for which permission is granted and renewal periods, if any; provision for regular City inspection of and procedures for closure or removal of the skybridge; requirements for performance bonds, public liability insurance, indemnification, and annual fees; prohibition against assignment without City (Council) consent; and timely acceptance of permission. Every ordinance...

the Comprehensive Plan and in the adopted University Community Urban Center Neighborhood Plan; and

WHEREAS, this ordinance is consistent with City Council adopted Resolution 30605, recognizing the need for economic revitalization in the University District, directing the Executive to provide recommendations about ways to stimulate economic activity in the University District in support of the neighborhood businesses; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection B of Section 23.47.012 of the Seattle Municipal Code is amended, a new subsection D is added and the remaining subsections are relettered accordingly, which Section was last amended by Ordinance 121359, as follows:

23.47.012 Structure height and floor area ratio.

B. Floor Area Ratios. Structures sixty-five (65) feet in height or less shall not be subject to floor area ratio provisions. Mixed use structures shall meet the standards for mixed use development, as described in Section 23.47.008.

1. Floor area ratios (FARs) shall apply to structures in zones with eighty-five (85) foot, one hundred twenty-five (125) foot and one hundred sixty (160) foot maximum height limits according to Chart C, except as provided by subsections B.2, B.3 and D of this section.

CHART C PERMITTED FLOOR AREA RATIO (FAR) Height Limit Zones

Structures Higher than 65 Feet 85' 125' 160' Mixed-use structure total 6 Any single use within a mixed-use structure 4.5 5 5 Single-purpose structure total 4.5 5

2. The following FAR provisions apply to lots zoned NC3 with a one hundred and sixty (160) foot height limit and located within the First Hill Urban Village:

a. Residential floor area is exempt from FAR limits; and b. The maximum FAR for nonresidential uses within mixed use structures is seven (7); and c. The maximum FAR for nonresidential structures is five (5); except that the FAR may be increased to seven (7) when a structure's street front at street level is occupied by retail sales and service uses and meets the development standards for nonresidential uses as provided in subsections 23.47.008 B and C.

3. Within the Station Area Overlay District within the University District Northwest Urban Center Village, for office structures permitted prior to 1971, the area of the lot for purposes of calculating permitted FAR is the tax parcel created prior to the adoption of this ordinance on which the existing structure is located provided the office structure is to be part of a functionally related development occupied by a single entity with over five hundred thousand (500,000) square feet of area in office use. The floor area of above grade pedestrian access is exempt from the FAR calculations of this subsection.

D. Within the Station Area Overlay District within the University District Northwest Urban Center Village, maximum structure height may be increased to one hundred twenty-five (125) feet and permitted FAR is eight (8) when all of the following are met:

- 1. The lot is within two (2) blocks of a planned or existing light rail station; 2. The proposed use of the lot is functionally related to other office development, permitted prior to 1971, to have over five hundred thousand (500,000) square feet of gross floor area to be occupied by a single entity; 3. A transportation management plan for the life of the use includes incentives for light rail and other transit use by the employees of the office use; 4. The development shall provide street level amenities for pedestrians and shall be designed to promote pedestrian interest, safety, and comfort through features such as landscaping, lighting and transparent facades, as determined by the Director; and 5. This subsection can be used only once per functionally related development.

Passed by the City Council the 27th day of June, 2005, and signed by me in open session in authentication of its passage this 27th day of June, 2005.

JAN DRAGO, President of the City Council.

Approved by me this 5th day of July, 2005.

GREGORY J. NICKELS, Mayor.

Filed by me this 8th day of July, 2005. (Seal) JUDITH PIPPIN, City Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005. 7/18(187930)

City of Seattle

ORDINANCE 12195-

AN ORDINANCE relating to the South Lake Union Streetcar; stating the City's intent concerning funding of capital and operating costs; authorizing negotiations for streetcar vehicles, negotiations for an interlocal agreement with King County Metro, preparation of the final design for the streetcar and preparation of a Local Improvement District proposal; removing budget provisions that had restricted spending on the South Lake Union Streetcar project; authorizing a funding agreement with King County and the deposit of funds to be received; contingently increasing an appropriation to the Seattle Department of Transportation; amending the 2005-2010 Capital Improvement Program; reappropriating from the Legislative Department to the Seattle Department of Transportation; and transferring cash to support the reappropriation.

WHEREAS, in Resolution 30610, the Seattle City Council affirmed its commitment to support the redevelopment of the South Lake Union area as the region's most competitive location for biotech and high-tech research and manufacturing; and

WHEREAS, the Seattle City Council has taken numerous actions in support of the redevelopment of South Lake Union for this purpose, including selling City property in South Lake Union to enable its redevelopment, approving zoning adjustments that support biotech, allowing certain modifications to building height restrictions, adding South Lake Union to the City's multi-family tax exemption program, contributing to the development of 226 low-income housing units, and contributing funds towards the development and improvement of South Lake Union Park and Cascade Playground; and

WHEREAS, the City of Seattle has designated South Lake Union an Urban Center, which is an area of concentrated employment and housing that should have direct access to high capacity transit; and

WHEREAS, the City of Seattle is proposing to build a modern streetcar between Westlake Center and the Fred Hutchinson Cancer Research Center, serving downtown, the Denny Triangle and South Lake Union; and

WHEREAS, the South Lake Union Streetcar will link South Lake Union and the Denny Triangle to the multi-modal transit hub at Westlake; and

WHEREAS, this South Lake Union Streetcar line was identified as "the single most promising line" in the June 2004 Seattle Streetcar Network and Feasibility Analysis; and

WHEREAS, the South Lake Union Streetcar should be an integral part of an overall Seattle Streetcar Network that could extend to other Seattle neighborhoods; and

WHEREAS, the Council has previously expressed interest in expanding existing streetcar lines further east on Jackson Street, through the International District and Central District; and

WHEREAS, the South Lake Union Streetcar line could possibly extend further south to connect with the Waterfront Streetcar line and an extended streetcar line through the International District and Central District to form the beginning of a streetcar network; and

WHEREAS, it is projected that the South Lake Union Streetcar will carry 330,000 to 380,000 passengers in its first year of operations, eventually growing to over 1,000,000 passengers per year as South Lake Union develops more fully; and

a qualified appraiser through a special benefit study. In determining the special benefit to the City's park property within the proposed LID boundaries, the appraiser shall base the determination of special benefit on its continuing, long-term use for public park purposes.

Section 6. The Seattle City Council expects to appropriate in a future budget \$1.5 million for SLU Streetcar construction costs from the SLU Property Proceeds Subaccount established by Ordinance 120411. The Seattle City Council may also appropriate in a future budget up to an additional \$3.9 million from the SLU property sale proceeds for potential SLU Streetcar capital cost increases, project cost overruns, and to pay for any capital costs that are not ultimately covered by grant funding. If these funds are not needed to pay for the SLU Streetcar's capital costs, the Council expects to appropriate these funds for other purposes in South Lake Union consistent with Resolution 30334, with an emphasis on necessary bicycle and pedestrian mobility and safety improvements.

Section 7. The City will continue to pursue grant funding to pay for any capital costs associated with the SLU Streetcars that are not paid for by the LID assessments or other grant funds.

Section 8. The Seattle City Council directs the Executive to formally solicit potential interest in the sale of development rights above the proposed SLU Streetcar maintenance base no later than December 31, 2005, and to report back to the City Council on the responses received no later than March 31, 2006.

Section 9. The City Council directs the Executive to solicit interest in station and streetcar sponsorships that are consistent with the City's sign code. The Executive shall propose guidelines for station and streetcar sponsorships for the City Council's review and approval no later than September 30, 2005. The Executive shall not make any commitments or sign any contracts for sponsorships until the City Council has reviewed and approved the proposed sponsorship guidelines.

Section 10. In the event that projected sponsorship or other revenues proposed by the Executive (filed in Clerk File 307392) to pay for the SLU streetcar's operations and maintenance costs do not materialize or are insufficient to operate the streetcar at 15-minute headways for 15-hours a day, the Executive should pursue alternative funding sources, other than the City's General Fund. The City Council supports exploring the formation of a Parking and Business Improvement Area (commonly referred to as a "BIA") as an alternative source of funding for the SLU streetcar's operations and maintenance costs. The City Council may consider a proposal for the use of streetcar station/shelter advertising. The City Council may also consider supporting the use of new Metro transit hours that Seattle could receive to help fund the SLU Streetcar's operations and maintenance costs, but the allocation of any new hours to the streetcar will need to be weighed against other priorities for Metro transit hours.

Section 11. The following budget provisions are removed and are no longer restrictions for any purpose, including Subsection 1(b) of Ordinance 121333 and Subsection 1(b) of Ordinance 121660:

Department - Greensheet - Proviso BCL/Project Code

Seattle Department of Transportation -- 2004-#96-3-B-3 (as amended in Ordinance 121565) - None of the \$6,000,000 available for the South Lake Union Streetcar Project (#TC366260) in 2004 can be spent until authorized by a future ordinance, except that SDOT may spend up to \$2,687,000 to pay for certain activities as specified if the funds are from a federal or state grant source and the expenditures are eligible for reimbursement from that source even if the streetcar line is not built. Of the \$2,687,000, \$295,000 has already been approved for work associated with a Council Statement of Legislative Intent and the additional \$2,392,000 may be spent only for the purposes set out in Attachment A [to Ordinance 121565]. - Policy Planning, and Major Project Development (18310) Project TC366260.

Seattle Department of Transportation -- 2005-#109-5-A-1 - Except as authorized in Ordinance 121565, no money can be spent to pay for planning, design and construction activities related to the South Lake Union streetcar project (TC366260) until authorized by future Council ordinance. - Policy Planning, and Major Project Development (18310) Project TC366260.

Section 12. The Director of Transportation, or her designee, is hereby authorized to execute an agreement with King County for receipt by the City of funding in the amount of \$1,572,000 for the South Lake Union Streetcar. When received the funds will be deposited in the Transportation Fund (10310).

Section 13. Contingent upon the receipt of \$1,872,000 under the agreement authorized

governing appeals. (The Hearing Examiner's Office has a form that can be used for land use appeals.) A copy of the Hearing Examiner Rules is available for \$1.75 from DPD. The Hearing Examiner's Office also provides a "Citizen Guide to the Office of the Hearing Examiner". To be assured of a right to have your views heard, you must be party to an appeal. Do not assume that you will have an opportunity to be heard if someone else has filed an appeal from the decision.

Interpretations

Issues concerning the proper application of any development regulation in the Land Use and Zoning Code (Title 23) or regulations for Environmentally Critical Areas (Chapter 25.09) cannot be raised as part of this appeal. These issues can be considered in an interpretation, which may be appealed to the Hearing Examiner. Interpretations may be requested by any interested person. Requests for interpretations must be filed in writing prior to 5:00 P.M. on the appeal deadline indicated below and be accompanied by a \$2,000.00 fee payable to the City of Seattle. (This fee covers the first eight hours of review. Additional hours will be billed at \$250.00.) Requests must be submitted to the Department of Planning & Development, Code Interpretation and Implementation Section, 700 5th Av Ste 2000, PO Box 34019, Seattle, WA 98124-4019. Questions regarding how to apply for a formal interpretation may be asked by phone by calling (206) 684-8467.

Shoreline Decisions

An appeal from a shoreline decision is made to the State Shorelines Hearing Board. It is NOT made to the City Hearing Examiner. The appeal must be in writing and filed within 21 days of the date the DPD decision is received by the State Department of Ecology (DOE). The DPD decision will be sent to DOE by the close of business on the Friday of this week. If the Shoreline decision involves a Shoreline Variance or Shoreline Conditional Use, the appeal must be filed within 21 days after DOE has made their decision. The information necessary for DOE to make their decision will be sent to them by the close of business on the Friday of this week. The beginning of the appeal period may also be provided to you by calling (206) 684-8467. The minimum requirements for the content of a Shoreline Appeal and all the parties who must be served within the appeal period cannot be summarized here but written instructions are available at the Department of Planning & Development (Client Assistance Memo 232), 700 5th Av Ste 2000, PO Box 34019, Seattle, WA 98124-4019, (206) 684-8467 or contact the Shorelines Hearing Board at (360) 459-6327. Failure to properly file an appeal within the required time period will result in dismissal of the appeal. In cases where a shoreline and environmental decision are the only components, the appeal for both shall be filed with the State Shorelines Hearing Board. When a decision has been made on a shoreline application with environmental review and other appealable land use components, the appeal of the environmental review must be filed with both the State Shorelines Hearing Board and the City of Seattle Hearing Examiner.

Comments

When specified below written comments will be accepted. Comments should be addressed to: Department of Planning & Development, 700 5th Av Ste 2000, PO Box 34019, Seattle, A 98124-4019.

Information

For additional information, to obtain a copy of the decision or to learn if a decision has been appealed, contact the DPD Public Resource Center, Key Tower Building, 700 Fifth Avenue, Suite 2000 20th Floor, (206) 684-8467. A copy fee will be charged. (The Public Resource Center is open 8:00 a.m. to 5:00 p.m. on Monday, Wednesday, Thursday, Friday and 10:00 a.m. to 5:00 p.m. on Tuesday.)

MAGNOLIA/QUEEN ANNE

2420 Westlake Av N. Zone: C2 40', US. Project #2409641.

Applicant Contact: Kent Johnson -- Applicant Phone: (206) 632-5052. Planner: Christopher Ndifon -- Planner Phone: (206) 684-5046.

Shoreline Substantial Development Permit for future construction of a two-story, 1,407 sq. ft. floating home. The existing structure to be removed and the existing floating to remain.

The following appealable decisions have been made based on submitted plans:

Declaration of Non-Significance with conditions (no environmental impact statement required). Environmental review completed and project conditioned as applicable.

Conditions: Numerous conditions have been placed on this project. You may contact either the assigned planner whose name and phone number appears above, or the Public Resource Center (206-684-8467) or view the decision through our web based Land Use Information Bulletin. http://www.ci.seattle.wa.us/dpd/notices/gm/curr/gm/asp

or the Public Resource Center (206-684-8467) or view the decision through our web based Land Use Information Bulletin. http://www.ci.seattle.wa.us/dpd/notices/gm/curr/gm/asp

Appeals of this decision must be received by the Hearing Examiner no later than August 1, 2005.

Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005. 7/18(187951)

City of Seattle Domestic Violence Shelter & Housing, Victim Advocacy & Prevention Programs Proposals Due: August 12

REQUEST FOR PROPOSALS

A request for proposals for the 2006 Domestic Violence Shelter & Housing, Victim Advocacy and Prevention Programs

The City of Seattle Human Services Department is soliciting proposals from qualified nonprofit organizations interested in improving outcomes for victims of domestic violence and domestic violence prevention efforts. The total amount of funding available for FY 2006 is approximately \$1.4 million.

Prospective applicants are strongly encouraged to attend Proposers Workshops

on Wednesday, July 20, 2005 and Tuesday, July 26, 2005 at the Safeco Jackson Street Center, Suite 200, 306 23rd Avenue South, Seattle, WA 98144 (2:00-4:00 p.m.) and Thursday, August 4, 2005, at the E. Cherry YWCA, 2820 E. Cherry, Seattle, WA 98112 (1:30-3:30 p.m.)

Proposals are due by 5:00 p.m. on Friday, August 12, 2005 and should be submitted to:

City of Seattle Human Services Department

RFP RESPONSE - 2006 Domestic Violence Shelter & Housing, Victim Advocacy and Prevention Programs

Attention: Evelyn Chapman, RFP Coordinator

4th Floor Reception Desk

618 Second Avenue

Seattle, WA 98104

RFP documents are available at www.seattle.gov/humanservices/news or by request from evelyn.chapman@seattle.gov (206) 386-1036 Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005. 7/18(187834)

City of Seattle

ORDINANCE 121851

AN ORDINANCE related to fees and charges for permits of the Department of Planning and Development, amending Seattle Municipal Code Chapter 22.900D, Fees for New and Altered Buildings and Equipment.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Table D-2 of Chapter 22.900D, Seattle Municipal Code, is amended as follows:

Table D-2 - CALCULATION OF DEVELOPMENT FEES DETERMINED BY VALUE. Table with columns: Type of Development, Permit Fee, Plan Review Fee. Includes categories like Building, STFI, Reserved, Mechanical permit, Blanket permit review fees, Standard plans, Factory-built housing, and Special Development Fees.

This ordinance is subject to the provisions of the Growth Management Act, RCW 36.70A.020, which requires that the City Council conduct a public hearing on the ordinance and provide a written statement of the City Council's findings and conclusions. The City Council's findings and conclusions shall be included in the City Council's resolution of adoption.

The permission granted is subject to the primary use by the City of the street, alley or other public place for public travel and other street uses, and that the City expressly reserves the right to require the permittee to remove the skybridge at its sole cost and expense in case the street, alley or other public place is needed for such public use; or if the skybridge interferes with such public use; and that a determination by the City Council by ordinance that the space occupied by the skybridge is needed for or interferes with such public use shall be final and conclusive without any right of the permittee to resort to the courts to question the same.

Section 72. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 5th day of July, 2005, and signed by me in open session in authentication of its passage this 5th day of July, 2005.

Jan Drago
 President of the City Council

Approved by me this 8th day of July, 2005.

Gregory J. Nickels, Mayor
 Filed by me this 11th day of July, 2005.

(Seal) Judith Pippin, City Clerk.
 Publication ordered by JUDITH PIPPIN, City Clerk.
 Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005.

City of Seattle

TITLE-ONLY PUBLICATION
 The full text of the following ordinances, passed by the City Council on July 5, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121854
 AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121853
 AN ORDINANCE relating to the wastewater system of Seattle Public Utilities; authorizing purchase of the parcels of land located at 118 30th Avenue East, 122 30th Avenue East, and 1XX 30th Avenue East, in the Madison Valley neighborhood of Seattle, amending the 2005-2010 Adopted Capital Improvement Program and increasing an appropriation to Seattle Public Utilities in the 2005 budget with respect to this acquisition.

Publication ordered by JUDITH PIPPIN, City Clerk.
 Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005.

City of Seattle

TITLE-ONLY PUBLICATION
 The full text of the following resolutions, adopted by the City Council on July 5, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

RESOLUTION NO. 30776
 A RESOLUTION adopting Recommendation 4 of the Human Services Department Strategic Investment Plan, 2003-2004, for the City of Seattle.

Publication ordered by JUDITH PIPPIN, City Clerk.
 Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005.

City of Seattle

ORDINANCE 121846
 AN ORDINANCE relating to land use and zoning; amending Seattle Municipal Code Section 23.47.012 to allow expansion of an existing administrative office use for a single entity with over 500,000 square feet of gross floor area within the Station Area Overlay District in the University District Northwest Urban Center Village.

WHEREAS, support for economic development is expressed in goals and policies in

effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 27th day of June, 2005, and signed by me in open session in authentication of its passage this 27th day of June, 2005.

JAN DRAGO,
 President of the City Council.

Approved by me this 5th day of July, 2005.

GREGORY J. NICKELS,
 Mayor.

Filed by me this 8th day of July, 2005.

(Seal) JUDITH PIPPIN,
 City Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.
 Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005.

City of Seattle

ORDINANCE 121847
 AN ORDINANCE relating to the City Light Department; establishing a voluntary Green-Up Program and amending Section 21.49 of the Seattle Municipal Code.

WHEREAS, RCW Chapter 19.29A requires that electric utilities offer retail electricity customers a voluntary option to purchase qualified alternative energy resources; and

WHEREAS, City Light's existing voluntary Green Power Program was designed to fund the development of smaller-scale, local, or regional renewable energy projects not included in City Light's power portfolio, with the goals of creating awareness, improving operating experience, and creating market demand through technology demonstrations and education; and

WHEREAS, City Light's existing voluntary Green Power Program was not designed to provide customers with a green power product as a percentage of their electricity use from larger-scale wind and other commercially available renewable energy resources as offered by other utilities; and

WHEREAS, a growing number of City Light customers have requested such a product, and offering a Green-Up Program will increase participation and support for new renewable resources in the Northwest; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Municipal Code, Chapter 21.49 is amended to add a new section, SMC 21.49.084, to read as follows:
21.49.084 Voluntary Green Power, Green-Up Program

The Department shall offer a Voluntary Green Power, Green-Up Program, in accordance with RCW Chapter 19.29A.

A. The Green-Up Program shall be voluntary and shall be available to all customers beginning July 1, 2005. Customers may voluntarily begin or terminate their participation at any time on or after July 1, 2005 by notifying the Department of their choice.

B. The Green-Up Program shall allow each customer to designate a voluntary green power payment level which, at the customer's discretion, may be added to the customer's monthly or bimonthly electricity bill or paid one time in full.

C. The voluntary Green-Up Program payments, less the costs of administering the program ("Net Green-up Revenue"), will be used to purchase qualified alternative energy resources including renewable resources from Northwest wind, biomass, and landfill gas projects. Subject to the provisions of the ordinances authorizing issuance of the City's municipal light and power revenue obligations, the Department shall make available from its budgeted funds, for the purchase or development of new qualified alternative energy resources, an amount equal to the Net Green-up Revenue allocated to existing Department qualified alternative energy resources.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

WHEREAS, the Executive has completed 30% design and engineering for the South Lake Union Streetcar; and

WHEREAS, the Executive has proposed both a capital finance plan and an on-going operations and maintenance funding plan, filed under Clerk File 307392; and

WHEREAS, no funds from the City's General Fund will be used to pay for the capital and operations and maintenance costs associated with the South Lake Union Streetcar except for: funds from the sale of City properties in South Lake Union, revenues specifically devised to pay for the South Lake Union Streetcar's capital and operation and maintenance costs, and potential General Funds needed to pay for the City's assessment for its properties within a Local Improvement District ("LID"); and

WHEREAS, the initial results of a Special Benefit Study indicate that properties that might be included in a LID for construction of a streetcar line in South Lake Union could reasonably be expected to benefit from such a streetcar line in a cumulative amount between \$70-\$80 million; and

WHEREAS, the Executive is pursuing the possibility of extending the City's existing waterfront streetcar line as well as the planned South Lake Union streetcar line and will coordinate planning efforts so that any new extensions or changes result in an efficient and effective transit network within Seattle;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City shall not use General Fund money to pay for either the capital costs or the operations and maintenance costs of a South Lake Union ("SLU") streetcar line except for the following:

A. Funds from the sale of City surplus property in SLU, consistent with Section 6 below;

B. Revenues derived from new revenue sources specifically devised to pay for the SLU streetcar's capital or operations and maintenance costs; and

C. The potential use of General Funds that may be needed to pay for the City's assessment for its properties within a Local Improvement District ("LID").

Section 2. The Seattle Department of Transportation (SDOT) is authorized to complete final design of the SLU Streetcar, including environmental review and permitting tasks. Final design will begin following federal approval of National Environmental Protection Act (NEPA) environmental documents.

Section 3. Following federal approval of NEPA environmental documents, SDOT is authorized to begin negotiations for the purchase of streetcar vehicles. After the formation of a Local Improvement District for the SLU Streetcar project, the City Council expects to authorize the Executive, by future Council ordinance, to proceed with a Maximum Allowable Construction Contract (MACC) with a General Contract Construction Manager and to purchase streetcar vehicles.

Section 4. The Executive is authorized to begin negotiations with King County Metro on an interlocal operating and funding agreement for the SLU Streetcar. The interlocal agreement should recognize that Seattle's share of additional Metro transit hours is uncertain and that any future increase in service levels for the SLU Streetcar will need to be evaluated against other competing priorities for new transit hours in Seattle. Therefore, the interlocal agreement shall not include automatic triggers for increases in service levels for the SLU Streetcar beyond the 15-minute headways for 15-hours a day. In addition, Executive staff shall keep Councilmembers apprised of the negotiations with Metro by providing frequent updates to Councilmembers and Council staff, especially in regard to any policy issues that have financial or transit service hour implications for the City, and prior to finalization of any draft agreement.

Section 5. The Executive is authorized to prepare a LID proposal for Council consideration at a LID formation hearing and shall keep the Council apprised of its progress by providing frequent updates to Council staff. The capital costs to be paid by assessments imposed on properties within the proposed LID shall be no less than \$25 million plus all costs related to the administration, creation, and formation of the LID, including interim financing costs, bond issuance costs, legal costs associated with any protests, and any LID Guaranty Fund. The hearing on a final assessment roll will not occur until after the MACC is signed. The proposed property assessments must be based on the special benefits that properties will receive as a result of the SLU streetcar as determined by

Section 12. Contingent upon receipt of \$1,572,000 under the agreement authorized in Section 12 above, and in order to pay for necessary costs and expenses for which insufficient appropriations were made, the appropriation for the following in the 2005 Adopted Budget is increased from the fund shown, as follows:

Fund -- Department -- Budget Control Level -- Amount

Transportation Operating Fund (10310) -- Seattle Department of Transportation -- Policy, Planning and Major Projects (18310) -- \$1,572,000

Section 14. Contingent upon receipt of \$1,572,000 under the agreement authorized in Section 12, the description and funding plan in the CIP for the South Lake Union Streetcar Project (Project #TC366260) are modified as shown in Exhibit A.

Section 15. In order to pay for necessary costs and expenses to be incurred in 2005 associated with the finalization of a Special Benefit Study, but for which insufficient appropriations have been made, the appropriation for the following from the 2005 budget is increased from the fund shown, as follows:

Fund -- Department -- Budget Control Level -- Amount

Transportation Fund -- Transportation -- Policy, Planning and Major Projects (18310) -- \$97,000

to be supported by the associated cash transfer as authorized in Section 17 below.

Section 16. The appropriation for the following item in the 2005 budget is reduced from the fund shown as follows:

Fund -- Department -- Budget Control Level -- Amount

General Subfund -- Legislative -- Legislative Department (G1100) -- \$97,000

Section 17. To support the appropriation made in Section 15 above, cash is hereby transferred as shown in the following table:

Fund -- Amount Transferred

General Subfund -- \$97,000 transferred out - Transportation Fund (10310) -- \$97,000 transferred in

Section 18. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 27th day of June, 2005, and signed by me in open session in authentication of its passage this 27th day of June, 2005.

JAN DRAGO,
 President of the City Council.

Approved by me this 7th day of July, 2005.

GREGORY J. NICKELS,
 Mayor.

Filed by me this 8th day of July, 2005.

(Seal) JUDITH PIPPIN,
 City Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, July 18, 2005.

City of Seattle

July 18, 2005
NOTICE OF DECISION

The Director of the Department of Planning & Development has reviewed the Master Use Permit application(s) below and issued the following decisions. Interested parties may appeal these decisions.

Hearing Examiner Appeals

To appeal to the City's Hearing Examiner, the appeal MUST be in writing, and be delivered to the Office of the Hearing Examiner, Room 1320, Alaska Building, 618 Second Avenue, Seattle, Washington 98104. Appeals must be received prior to 5:00 P.M. of the appeal deadline indicated below and be accompanied by a \$50.00 filing fee in a check payable to the City of Seattle. (The Hearing Examiner may waive the appeal fee if payment would cause financial hardship.) The appeal must identify all the specific Master Use Permit comment(s) being appealed, specify exceptions or objections to the decision, and the relief sought. Appeals to the Hearing Examiner must conform in content and form to the Hearing Examiner's rules

Type of Development	Permit Fee	Plan Review Fee
9. Establishing use for the record:		
a. Applications with no construction	Base Fee x 1.5	None
b. Applications with construction	100% of DFI	100% of DFI
10. Noise survey reviews	None	DPD hourly rate; 30-minute minimum
11. Parking facilities		
a. Outside a building	See Sec. 22.900D.060	
b. Within or on a building	See Sec. 22.900D.010 C	
12. Renewal fees		
a. Development permits and separate mechanical permits where original plans will be changed	DPD hourly rate	DPD hourly rate
b. Development permits other than separate mechanical where no change will be made to original plans	Base fee x 1.5	
c. Separate mechanical where no change will be made to original plans	Base fee x 1	
13. Single-family seismic retrofit	Base fee x 1	None
((43)) 14. Special inspection	Base fee x 1	
((44)) 15. Swimming pools ⁵		
a. Unenclosed pools accessory to Group R-3 occupancy	Base fee x 4	
b. Unenclosed pools accessory to occupancies other than Group R-3	Base fee x 6	
c. Principal use unenclosed pools	Base fee x 6	
d. Future construction of an unenclosed swimming pool	Base fee x 1	
e. Initial approval of standard plan for swimming pool accessory to Group R-3 occupancy	Base fee x 5	
f. Subsequent review of application based on approved swimming pool standard plan	Base fee x 1.5	
((45)) 16. Temporary structures, such as commercial coaches; renewal of permits for temporary structures ⁶	Base fee x 2 per structure	
((46)) 17. Temporary tents, off-site construction offices and similar facilities	Base fee x 2 plus \$500 refundable deposit per site ⁷	
((47)) 18. Temporary use permits		
a. For 4 weeks or less ⁸	Base fee x 1.5	
b. For more than 4 weeks ⁸	Base fee x 2	

Notes to Table D-2:

- The minimum permit fee or plan review fee for value-based fees is \$150.00.
- The minimum fee for accessory dwelling units is \$300.00.
- When there is no separate mechanical permit, the value of mechanical equipment included in the building permit application shall be included in the project value for the building permit.
- This fee is applicable only to those initial tenants that reflect the use and occupancy established in the shell and core permit. The value used shall be the new construction value used in calculating value for the core and shell permit.
- When a swimming pool is located within an enclosed building and is included in the building plans for that building, a separate fee shall not be charged for the swimming pool. The swimming pool area will be considered as floor area of the principal occupancy of the building.

Conditions: Numerous conditions have been placed on this project. You may contact either the assigned planner whose name and phone number appears above, or the Public Resource Center (206-684-8467) or view the decision through our web based Land Use Information Bulletin. <http://www.ci.seattle.wa.us/dpd/notices/gmr/currgmr/asp>

This decision is appealable to the Washington State Shoreline Hearings Board until at least August 8, 2005.

SOUTH
 •44 S Nevada St. Zone: IG1 U/85'. Project #2501870.

Applicant Contact: Jennifer Grant -- Applicant Phone: (206) 623-1745.

Planner: Bruce Rips -- Planner Phone: (206) 615-1392.

Master Use Permit for future site improvements to an existing cargo terminal (Port of Seattle T-106). Project includes installation of two modular structures for gatehouse and employee breakroom, demolition of 522,700 sq. ft. of accessory warehouse, and 14,000 cu. yds. of grading. Determination of Non-Significance was prepared by Fort of Seattle.

The following appealable decisions have been made based on submitted plans:

SEPA to conditionally approve pursuant to 25.05.660.

Conditions: Numerous conditions have been placed on this project. You may contact either the assigned planner whose name and phone number appears above, or the Public Resource Center (206-684-8467) or view the decision through our web based Land Use Information Bulletin. <http://www.ci.seattle.wa.us/dpd/notices/gmr/currgmr/asp>

Appeals of this decision must be received by the Hearing Examiner no later than August 1, 2005.

WEST SEATTLE
 •2105 Sunset Av SW. Zone: SF5000, SF7200. Project #2501886.

Applicant Contact: Borge Steinsvik -- Applicant Phone: (206) 484-5129.

Planner: Holly Godard -- Planner Phone: (206) 615-1254.

Master Use Permit for removal of 800 sq. ft. of vegetation in an environmentally critical area. Project includes Vegetation Management Plan.

The following appealable decisions have been made based on submitted plans:

Declaration of Non-Significance with conditions (no environmental impact statement required). Environmental review completed and project conditioned as applicable.

Conditions: Numerous conditions have been placed on this project. You may contact either the assigned planner whose name and phone number appears above, or the Public Resource Center (206-684-8467) or view the decision through our web based Land Use Information Bulletin. <http://www.ci.seattle.wa.us/dpd/notices/gmr/currgmr/asp>

Appeals of this decision must be received by the Hearing Examiner no later than August 1, 2005.

DOWNTOWN/CENTRAL
 •110 Boren Av S. Zone: NC3 65'. Project #2403391.

Applicant Contact: Joyce L Maund -- Applicant Phone: (206) 930-1400.

Planner: Bradley Wilburn -- Planner Phone: (206) 615-0508.

Master Use Permit to establish use for future construction of a 320 sq. ft. restaurant (drive-thru espresso stand). The proposal includes the installation of a modular trailer structure (32 ft. by 9.83 ft.). Additionally, the existing gas station (Lloyds Rocket) use will remain.

The following appealable decisions have been made based on submitted plans:

Conditionally Grant -- Administrative Conditional Use to allow a restaurant with a drive-thru lane in an NC3 zone.

Conditions: Numerous conditions have been placed on this project. You may contact either the assigned planner whose name and phone number appears above,