

Ordinance No. 123681

Council Bill No. 117249

AN ORDINANCE relating to a pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, amending Ordinance 120088, as amended by Ordinance 121855, updating the insurance and bond requirements, and amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to the Port of Seattle; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Related Legislation File: \_\_\_\_\_

Date Introduced and Referred: <u>Aug. 8, 2011</u>	To: (committee): <u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>8.15.11</u>	Date Presented to Mayor: <u>8.16.11</u>
Date Signed by Mayor: <u>Aug. 22, 2011</u>	Date Returned to City Clerk: <u>Aug. 22, 2011</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text _____	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

# The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: *Alan Romerson*

## Committee Action:

Date	Recommendation	Vote
<u>8-9-11</u>	<u>PASS</u>	<u>TR JGNL 3-0</u>

This file is complete and ready for presentation to Full Council. \_\_\_\_\_

## Full Council Action:

Date	Decision	Vote
<u>8.15.11</u>	<u>Passed</u>	<u>9-0</u>

*Law Department*

**ORDINANCE** 123681

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AN ORDINANCE relating to a pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, amending Ordinance 120088, as amended by Ordinance 121855, updating the insurance and bond requirements, and amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to the Port of Seattle; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, by Ordinance 120088, the City of Seattle granted the Port of Seattle permission to construct, operate, and maintain a pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, the conditions of Ordinance 120088 were amended by Ordinance 121855; and

WHEREAS, the permission authorized by Ordinance 120088 was due for renewal on October 14, 2010; and

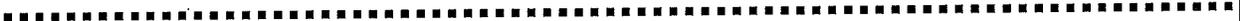
WHEREAS, the Port of Seattle has submitted an application to the Seattle Department of Transportation Director (Director) to continue maintaining and operating the pedestrian skybridge; and

WHEREAS, the Port of Seattle has satisfied all terms of the original authorizing ordinance and the Director recommends that the term permit be renewed subject to the terms identified in this ordinance; NOW, THEREFORE,

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

Section 1. The permission granted to the Port of Seattle by Ordinance 120088 and amended by Ordinance 121855 to maintain and operate a pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, is renewed for a ten-year period starting October 15, 2010, and ending at 11:59 p.m. on October 14, 2020, upon the terms and conditions set forth in Ordinance 120088, as amended by Ordinance 121855, and as further amended by this ordinance.

Section 2. Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, and 14 of Ordinance 120088, as amended by Ordinance 121855, are amended as follows:



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2       2. **Term.** The permission (~~(herein)~~) granted to the Permittee, and its successors and  
3 assigns as approved by the Director of the Seattle Department of Transportation (Director), shall  
4 be for a term of ten (~~((10))~~) years, commencing on the effective date of this ordinance and  
5 terminating at 11:59 p.m. on the last day of the tenth year(~~(; provided, however, that upon)~~).  
6 Upon written application of the Permittee at least (~~((thirty-30))~~) 180 days before expiration of the  
7 term, the Director (~~(of Transportation ("Director"))~~) or the City Council may renew the permit  
8 twice, each time for ((two-2)) a successive ten ((10))-year ((terms, provided further that the))  
9 term. The total term of the permission ((as originally granted and thus extended)), including  
10 renewals, shall not exceed ((thirty-30)) 30 years, subject to the right of ((T)the City of Seattle  
11 ((("City")) (City) to require the removal of the skybridge or to revise by ordinance ((to then  
12 revise)) any of the terms and conditions ((contained herein)) of the permission granted by this  
13 ordinance. The Permittee shall submit any application for a new permission no later than 180  
14 days prior to the expiration of the then-existing term.  
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18       3. **Protection of utilities.** The permission granted is (~~(hereby)~~) subject to the Permittee  
19 bearing the expense of any protection, support, or relocation of existing utilities(~~(;))~~ deemed  
20 necessary by (~~(a utility company, shall be done at the Permittee's expense,))~~ the owners of the  
21 utilities, and the Permittee ((shall be)) being responsible for any subsequent damage to the  
22 utilities due to construction (~~(or settlement))~~, repair, reconstruction, maintenance, operation, or  
23 removal of the skybridge.  
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1           4. **Removal for public use or for cause.** The ~~((permit))~~ permission granted ~~((hereby))~~  
2 is subject to ~~((primary and secondary))~~ use of the street right-of-way or other public place by the  
3 City and the public for travel, ~~((and))~~ utility purposes, and other public uses or benefits. The City  
4 expressly reserves the right to deny renewal, or terminate the permission at any time prior to  
5 expiration of the initial term or any renewal term, and require the Permittee to remove the  
6 ~~((pedestrian))~~ skybridge, or any part thereof or installation thereon, at the Permittee's sole cost  
7 and expense in the event that:

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

12           b) The Director ~~((of Transportation ("Director")))~~ determines that the use of the  
13 skybridge has been abandoned; or

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

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

22           5. **Permittee's obligation to remove and restore.** ~~((In the event that the permit))~~ If the  
23 permission granted is not renewed at the expiration of a term, or if the permission ~~((hereby~~



1 ~~granted extends to its termination in thirty (30) years, or the City orders removal of the~~  
2 ~~pedestrian skybridge pursuant to the terms of this ordinance)) expires without an application for a~~  
3 ~~new permission being granted, or if the City terminates the permission, then within ((ninety~~  
4 ~~(90))) 90 days after ((such)) the expiration((,- termination or order of removal)) or termination of~~  
5 ~~permission, or prior to ((the)) any earlier date stated in an ((“Order to Remove”, as the case may~~  
6 ~~be,)) ordinance or order requiring removal of the skybridge, the Permittee shall, at its own~~  
7 ~~expense, remove the ((pedestrian)) skybridge and ((shall place)) and all the Permittee’s~~  
8 ~~equipment and property and replace and restore all portions of the street right-of-way or public~~  
9 ~~place that may have been disturbed for any part of the ((structure,)) skybridge in as good~~  
10 ~~condition for public use as they were prior to construction((,-)) of the skybridge and in at least as~~  
11 ~~good condition in all respects as the abutting portions ((thereof. Whereupon, the)) of the right-~~  
12 ~~of-way as required by the applicable SDOT standards for right-of-way restoration.~~

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15 Failure to remove the skybridge as required by this section is a violation of Chapter 15.90  
16 of the Seattle Municipal Code (SMC) (or successor provision), provided that applicability of  
17 Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any  
18 other authority. If the Permittee does not timely fulfill its obligations under this section, the City  
19 may in its sole discretion remove the skybridge and restore the street right-of-way or public place  
20 at the Permittee’s expense, and collect such expense in the manner provided by law.

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22 Upon the Permittee’s completion of removal and restoration in accordance with this  
23 section, or upon the City’s completion of the removal and restoration and Permittee’s payment to  
24 the City of the City’s costs in connection therewith, the Director shall then issue a ((certificate  
25 discharging)) certification that the Permittee ((from responsibility)) has fulfilled its removal and  
26 restoration obligations under this ordinance ((for occurrences after the date of such discharge)).  
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1 Upon prior notice to the Permittee and entry of written findings that it is in the public interest,  
2 the Director may, in the Director's sole discretion, conditionally or absolutely excuse the  
3 Permittee from compliance with all or any of the Permittee's obligations under this section.

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

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12 8. **Continuing obligations.** Notwithstanding termination or expiration of the permission  
13 granted, or closure or removal of the ((pedestrian)) skybridge, the Permittee shall remain bound  
14 by all of its obligations under this ordinance until(~~(a) the pedestrian skybridge and all its~~  
15 ~~equipment and property are removed from the street; (b) the area is cleared and restored in a~~  
16 ~~manner and to a condition satisfactory to the Director; and (c) the Director certifies that the~~  
17 ~~Permittee has discharged its obligation herein. Provided, that upon prior notice to the Permittee~~  
18 ~~and entry of written findings that such is in the public interest, the Director may, in his/her sole~~  
19 ~~discretion, excuse the Permittee, conditionally or absolutely, from compliance with all or any of~~  
20 ~~the Permittee's obligation to remove the pedestrian skybridge and its property and restore~~  
21 ~~disturbed areas)) the Director has issued a certification that the Permittee has fulfilled its removal  
22 and restoration obligations under Section 5 of this ordinance. Notwithstanding the issuance of  
23 that certification, the Permittee shall continue to be bound by the obligations set forth in Section  
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1 9 of this ordinance and shall remain liable for any unpaid fees assessed pursuant to Section 13 of  
2 this ordinance.

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

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15 The Permittee agrees to at all times ~~((protect and save))~~ defend, indemnify, and hold  
16 harmless ~~((The City of Seattle))~~ the City, its officials, officers, employees, and agents from and  
17 against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of  
18 every kind and description (excepting only ~~((such))~~ damages that may result from the sole  
19 negligence of the City)~~((, which))~~ that may accrue to~~((;))~~ or be suffered by~~((;))~~ any person or  
20 ~~((persons and/or))~~ property ~~((or properties,))~~ (including, without limitation, damage or injury to  
21 members of the public or to the ~~((Permittee, its))~~ Permittee's officers, agents, employees,  
22 contractors, invitees, tenants ~~((and)),~~ tenants' invitees, licensees ~~((or their)),~~ or successors and  
23 assigns~~((;))~~ arising out of or by reason of: (a) the existence, construction, reconstruction,  
24 modification, maintenance, operation ~~((or)),~~ use, or removal of ~~((said City))~~ the skybridge or  
25 Permittee's use or occupation of the street right-of-way or other public place or restoration  
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1 thereof, or any portion thereof(~~(, or by reason of)~~); (b) anything that has been done(~~(;)~~) or may at  
2 any time be done(~~(;)~~) by the Permittee(~~(, its successors or assigns,)~~) by reason of this ordinance(~~(,~~  
3 ~~or by reason of)~~); or (c) the Permittee(~~(, its successors or assigns,)~~) failing or refusing to strictly  
4 comply with (~~(each and)~~) every provision of this ordinance(~~(; and if)~~).

5 If any ((such)) suit, action, or claim ((shall be)) of the nature described above is filed,  
6 instituted, or begun against the City, the Permittee((, its successors or assigns,)) shall((;)) upon  
7 notice ((thereof)) from the City((;)) defend the ((same)) City at ((its or their)) the sole cost and  
8 expense((;)) of the Permittee, and ((in case)) if a judgment ((shall be)) is rendered against the  
9 City in any suit or action, the Permittee((, its successors or assigns,)) shall fully satisfy ((said))  
10 the judgment within 90 days after ((such)) the action or suit ((shall have)) has been finally  
11 determined, if determined adversely to the City. ((Provided that if)) If it is determined by a court  
12 of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this  
13 ordinance, then in the event claims or damages are caused by or result from the concurrent  
14 negligence of:

17 (a) the City, its agents, contractors, or employees; and

18 (b) the Permittee, its agents, contractors, or employees (~~(or its successors or assigns,)~~),

19 this indemnity provision shall be valid and enforceable only to the extent of the negligence of the  
20 Permittee or the Permittee's agents, contractors, or employees.

21 10A. **Insurance.** For as long as the Permittee((, its successors and assigns,)) shall  
22 exercise any permission granted by this ordinance and until the ((pedestrian skybridge is entirely  
23 removed from its location as described in Section 1 or until discharged by order of the Director  
24 as provided in Section 7 of this ordinance)) Director has issued a certification that the Permittee  
25 has fulfilled its removal and restoration obligations under Section 5, the Permittee shall obtain  
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1 and maintain in full force and effect, at its own expense, insurance (~~((policies which fully~~  
2 ~~protect))~~ that protects the City from (~~((any and all))~~) claims and risks of (~~((any))~~) loss from perils  
3 (~~((which))~~) that can be insured against under commercial general liability (CGL) insurance  
4 (~~((contracts and fire insurance contracts, including any extended coverage endorsements thereto~~  
5 ~~which are customarily available from time to time;))~~) policies in conjunction with:

6 (a) construction, reconstruction, modification, operation, maintenance, use, (~~((or))~~)  
7 existence, or removal of the (~~((pedestrian))~~) skybridge and any portions of the skybridge permitted  
8 by this ordinance (~~((and of any and all portions of the pedestrian skybridge))~~), as well as  
9 restoration of any disturbed areas of the street right-of-way or other public place in connection  
10 with removal of the skybridge;

11 (b) the Permittee's activity upon or the use or occupation of the (~~((areas))~~) public place  
12 described in Section 1 of this ordinance(~~((, as well as))~~); and

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

15 Minimum insurance requirements (~~((shall be a policy of comprehensive commercial~~  
16 ~~general liability of a form acceptable to the City))~~) are CGL insurance based on the Insurance  
17 Services Office (ISO) form CG 00 01 or equivalent. The City (~~((will require))~~) requires insurance  
18 coverage to be placed with (~~((a company))~~) an insurer admitted and licensed to conduct business in  
19 Washington State or with a surplus lines carrier pursuant to RCW Chapter 48.15, except that if it  
20 is infeasible to obtain (~~((such a policy))~~) coverage with the required insurer, the City may approve  
21 an alternative (~~((company))~~) insurer.

22 Minimum (~~((policy))~~) limits of liability shall be \$2,000,000 (~~((per occurrence;))~~) each  
23 occurrence combined single limit bodily injury and property damage, with \$4,000,000 annual



1 aggregate (~~each period~~). Coverage shall (~~specifically~~) name the (~~pedestrian skybridge~~  
2 ~~exposure. Liability coverage shall add by endorsement the~~) "City of Seattle, its elected and  
3 appointed officers, officials, employees and agents" as additional (~~insured~~) insureds for primary  
4 and non-contributory limits of liability subject to a Separation of Insureds clause. (~~Coverage~~  
5 ~~shall contain a Separation of Insureds indicating essentially that except with respect to the limits~~  
6 ~~of insurance, and any rights or duties specifically assigned in this coverage part of the first named~~  
7 ~~insured, this insurance applies as if each named insured were the only named insured, and~~  
8 ~~separately to each insured against whom claim is made or suit is brought. The City will not~~  
9 ~~accept a certificate of insurance as evidence of current coverage. Evidence of current coverage~~  
10 ~~shall be submitted to the City in the form of a photocopy of the insurance policy declaration~~  
11 ~~page, indicating all endorsements attached thereto, and is a condition to the validity of this~~  
12 ~~permit.~~)

15 Within 60 days after the effective date of this ordinance, the Permittee shall provide to  
16 the City, or cause to be provided, certification of insurance coverage consisting of the CGL  
17 declarations page, schedule of forms and endorsements, and blanket or additional insured policy  
18 provision per the ISO CG 20 12 or equivalent. The insurance coverage certification shall be  
19 delivered or sent to the Director or to the Department of Transportation at an address as the  
20 Director may specify in writing from time to time.

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

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

9 **10B. Performance bond.** Within 60 days after the effective date of this ordinance, the  
10 Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by  
11 a surety company authorized and qualified to do business in the State of Washington that is: in  
12 the amount of \$485,000, and conditioned with a requirement that the Permittee shall comply with  
13 every provision of this ordinance and with every order the Director issues under this ordinance.

14 The Permittee shall ensure that the bond remains in effect until the Director has issued a  
15 certification that the Permittee has fulfilled its removal and restoration obligations under Section  
16 5. An irrevocable letter of credit approved by the City Risk Manager may be substituted for the  
17 bond upon approval of the Director. In the event that the Permittee assigns or transfers the  
18 permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of  
19 credit required under this section until the Director has approved the assignment or transfer.

20 **10C. Adjustment of insurance and bond requirements.** The Director, in consultation  
21 with the City Risk Manager, may adjust minimum ((levels of)) liability insurance levels and  
22 surety bond requirements during the term of this permission. ((The)) If the Director and City  
23 Risk Manager determine that an adjustment is necessary to fully protect the interests of the City,



1 the Director shall notify the Permittee of the new requirements in writing. ~~((Upon receipt, the))~~

2 The Permittee shall, within 60 days of the date of such notice, provide proof of the ~~((required~~  
3 ~~levels of))~~ adjusted insurance and surety bond levels to the Director ~~((within 60 days))~~.

4 11. **Contractor insurance.** The ~~((Port of Seattle))~~ Permittee shall contractually require  
5 that any and all of its contractors performing ~~((construction))~~ work on ~~((the))~~ any premises ~~((as))~~  
6 contemplated by this permit~~((;))~~ name the “City of Seattle, its elected and appointed officers,  
7 officials, employees and agents” as ~~((an))~~ additional ~~((insured on all policies of public liability~~  
8 ~~insurance, and))~~ insureds for primary and non-contributory limits of liability on all CGL,  
9 Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also  
10 include in all contract documents with its contractors a third-party beneficiary provision  
11 extending construction indemnities and warranties granted to ~~((The Port of Seattle))~~ Permittee to  
12 the City ~~((as well))~~.

13 12A. **Consent for and conditions of assignment or transfer.** The ~~((Permittee))~~  
14 permission granted by this ordinance shall not be assignable or transferable by operation of law;  
15 nor shall the Permittee assign, transfer, mortgage, pledge or encumber ~~((any privileges conferred~~  
16 ~~by this ordinance))~~ the same without the Director’s consent ~~((of the Director)),~~ which the  
17 Director shall not unreasonably refuse. The Director may approve assignment ~~((and/or~~  
18 ~~transfer))~~ or transfer of the ~~((permit))~~ permission granted by this ordinance to a successor entity  
19 ~~((in the case of a change of name and/or ownership provided that))~~ only if the successor or  
20 assignee has ~~((demonstrated its acceptance of))~~ accepted in writing all of the terms and  
21 conditions of the permission granted ~~((to the initial Permittee. If permission is granted, the~~  
22 ~~assignee or transferee shall be bound by all of the terms and conditions of this ordinance. The~~  
23 ~~permission conferred by this ordinance shall not be assignable or transferrable by operation of~~



1 law)) by this ordinance; has provided, at the time of said acceptance, the bond and certification  
2 of insurance coverage required under this ordinance; and has paid any fees due under Section 13  
3 of this ordinance. Any person or entity seeking approval for an assignment or transfer of the  
4 permission granted by this ordinance shall provide the Director with a description of the current  
5 and anticipated use of the skybridge.

6 **12B. Obligations of successors and assigns.** The obligations and conditions imposed on  
7 the Permittee by and through this ordinance are also imposed on the Permittee's successors  
8 and/or assigns regardless whether the Director has approved assignment or transfer of the  
9 permission granted by this ordinance to such successors and/or assigns. All references in this  
10 ordinance to obligation or conditions imposed on the "Permittee" shall also be deemed to refer to  
11 the successors and assigns of the Permittee.

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14 **13A. Inspection fees.** The Permittee(~~(, its successors and assigns,)~~) shall, as provided by  
15 SMC Chapter 15.76 (or successor provision), pay (~~(to)~~) the City (~~(such)~~) the amounts (~~(as may~~  
16 be justly chargeable by said)) charged by the City (~~(as a cost of inspection of said costs)~~) to  
17 inspect the skybridge during construction, reconstruction, repair, annual structural inspections,  
18 and at other times(~~(, under the direction of the Director, and in addition)~~) deemed necessary to  
19 ensure the safety of the skybridge and the public.

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21 **13B. Inspection reports.** The Permittee shall submit to the Director, or to the  
22 Department of Transportation at an address specified by the Director, an inspection report that:

- 23 (a) describes the physical dimensions and condition of all load-bearing elements;  
24 (b) describes any damages or possible repairs to any element of the skybridge;  
25 (c) prioritizes all repairs and establishes a timeframe for making repairs; and  
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1 (d) is stamped by a professional structural engineer licensed in the State of  
2 Washington.

3 The report meeting the foregoing requirements shall be submitted within 60 days after the  
4 effective date of this ordinance; subsequent reports shall be submitted every 2 years, within 30  
5 days prior to the anniversary date of the effective date of this ordinance; provided that, in the  
6 event of a natural disaster or other event that may have damaged the skybridge, the Director may  
7 require that additional reports be submitted by a date established by the Director. The Permittee  
8 has the duty of inspecting and maintaining the skybridge, and the responsibility to submit  
9 structural inspection reports periodically or as required by the Director does not waive or alter  
10 any of the Permittee's obligations under this ordinance nor create any duties on the part of the  
11 Director.

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13 13C. Annual fee. Beginning on October 15, 2010, and annually thereafter, the Permittee  
14 shall promptly pay to the City ((in advance,)) upon statements or invoices ((rendered)) issued by  
15 the Director, an annual fee of \$3,829 or as adjusted annually thereafter, for the privileges granted  
16 ((and exercised hereunder of Four Thousand Eight Hundred Twenty-Six Dollars (\$4,826.00) for  
17 each of the first five years of the permit. At the end of this period, adjustments)) by this  
18 ordinance.

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



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

4 **14. Non-discrimination.** ~~((The Permittee shall not discriminate against any employee or~~  
5 ~~applicant for employment in connection with the design, architectural or structural engineering~~  
6 ~~work or the repair, or maintenance of the vehicular overpass permitted to be erected pursuant to~~  
7 ~~this ordinance, on the basis of race, religion, creed, color, sex, marital status, sexual orientation,~~  
8 ~~political ideology, ancestry, age, national origin, or the presence of any sensory, mental or~~  
9 ~~physical handicap unless based upon bona fide occupational qualification. The foregoing~~  
10 ~~commitment shall be implemented as follows:~~

11  
12 a. ~~The Permittee will take affirmative action to ensure that applicants are employed and~~  
13 ~~that employees are treated during employment without regard to their race, religion, creed, color,~~  
14 ~~sex, national origin or the presence of any sensory, mental or physical handicap. Such action~~  
15 ~~shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,~~  
16 ~~recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of~~  
17 ~~compensation and selection for training, including apprenticeship.~~

18  
19 b. ~~The Permittee shall post in conspicuous places available to such employees and~~  
20 ~~applicants for such employment, notices setting forth the provisions of this non-discrimination~~  
21 ~~clause.~~

22  
23 c. ~~The Permittee shall furnish to the Director of Human Rights or a successor official,~~  
24 ~~upon his or her request and on such forms as may be provided, a report of the affirmative action~~  
25 ~~taken in implementing this provision and will permit reasonable access to its records for the~~  
26 ~~purposes of determining compliance with this Section. If, upon investigation, the Director of~~



1 ~~Human Rights finds probable cause to believe that the Permittee has failed to comply with any of~~  
2 ~~the terms of this Section, the Permittee and the Street Use Appeals Board (Board) will be so~~  
3 ~~notified in writing. The Board shall give the Permittee at least ten (10) days notice and a hearing~~  
4 ~~thereon. If the Board finds that there has been a violation of this Section, the Board may suspend~~  
5 ~~the permission conferred pending full compliance with the terms of this Section.~~

6 Failure to comply with any of the terms of this provision shall be a material violation of  
7 this ordinance.  
8

9 The foregoing paragraphs shall be inserted in any subcontracts for work undertaken  
10 pursuant to this ordinance in connection with the design, architectural or structural engineering  
11 work or the repair, or maintenance of the vehicular overpass permitted to be maintained  
12 hereunder, unless the Director of Human Rights authorizes the use of another equality of  
13 employment opportunity provision)) In all matters pertaining to the skybridge, the Permittee  
14 shall comply with the City's laws prohibiting discrimination in employment and contracting  
15 including Seattle's Fair Employment Practices Ordinance, Chapter 14.04 and Fair Contracting  
16 Practices code, Chapter 14.10 (or successor provisions).

17 \*\*\*

18  
19 Section 3. **Acceptance of terms and conditions.** The Permittee shall deliver to the  
20 Director its written signed acceptance of the terms of this ordinance within 60 days after the  
21 effective date of this ordinance. The Director shall file the written acceptance with the City  
22 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by  
23 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed  
24 and forfeited and Permittee shall, at its own expense, remove the skybridge and all of Permittee's  
25  
26  
27  
28



1 equipment and property and replace and restore all portions of the street right-of-way or public  
2 place as provided in Section 5.

3 Section 4. **Section titles.** Section titles are for convenient reference only and do not  
4 modify or limit the text of a section.

5 Section 5. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to the  
6 authority and in compliance with the conditions of this ordinance but prior to the effective date  
7 of the ordinance is ratified and confirmed.  
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1 Section 6. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Municipal Code Section 1.04.020.

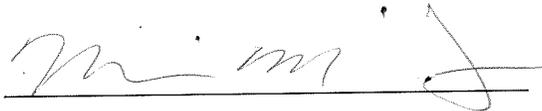
4 Passed by the City Council the 15<sup>r</sup> day of August, 2011, and signed by  
5 me in open session in authentication of its passage this

6 15<sup>r</sup> day of August, 2011.  
7

8 

9  
10 President \_\_\_\_\_ of the City Council

11  
12 Approved by me this 22<sup>nd</sup> day of August, 2011.  
13

14 

15  
16 Michael McGinn, Mayor

17  
18 Filed by me this 22<sup>nd</sup> day of August, 2011.  
19

20 

21  
22 Monica Martinez Simmons, City Clerk

23 (Seal)  
24  
25  
26  
27  
28



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Angela Steel/684-5967	Rebecca Guerra/684-5339

**Legislation Title:**

AN ORDINANCE relating to a pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, amending Ordinance 120088, as amended by Ordinance 121855, updating the insurance and bond requirements, and amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to the Port of Seattle; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

**Summary of the Legislation:**

This legislation amends Ordinance 120088, as amended by Ordinance 121855, for the Port of Seattle to continue maintaining and operating the existing pedestrian skybridge located over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest. An area map is attached for reference.

This permit is renewed for a ten-year term starting on October 15, 2010. The legislation updates the insurance and surety bond provisions as recommended by the City Risk Manager, specifies the conditions under which authorization is granted, and provides for acceptance of the permit and conditions.

The ordinance requires the Port of Seattle to pay the City an annual fee of \$3,829 starting from the last paid annual fee invoice, October 15, 2010, and annually thereafter. Adjustments to the annual fee may be made every year and if so made shall be calculated in accordance with a term permit fee schedule adopted by the City Council by Ordinance 123485. An Annual Fee Appraisal Summary is attached for reference.

**Background:**

By Ordinance 120088, the City granted permission to the Port of Seattle to construct, operate, and maintain a pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, for a ten-year term, renewable for two successive ten-year terms.

The conditions of Ordinance 120088 were amended by Ordinance 121855. The permission authorized by Ordinance 120088 was due for renewal on October 14, 2010.



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.)

**This legislation has financial implications.** (Please complete all relevant sections that follow.)

**Appropriations:** N/A

**Anticipated Revenue/Reimbursement: Resulting from this Legislation:**

This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

<b>Fund Name and Number</b>	<b>Department</b>	<b>Revenue Source</b>	<b>2011 Revenue</b>	<b>2012 Revenue</b>
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	2010 Fee = \$3,829 2011 Fee = \$3,826	TBD
<b>TOTAL</b>			<b>\$7,655</b>	<b>TBD</b>

**Revenue/Reimbursement Notes:** N/A

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:** N/A

**Do positions sunset in the future?** No.

**Spending/Cash Flow:** N/A

**What is the financial cost of not implementing the legislation?**

If the legislation is not enacted by the City Council, the City of Seattle will not receive the annual fee of \$3,829. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis. The skybridge, as originally permitted under Ordinance 120088, will no longer be permitted.

**Does this legislation affect any departments besides the originating department?**

None.

**What are the possible alternatives to the legislation that could achieve the same or similar objectives?**



None.

**Is the legislation subject to public hearing requirements?**

No.

**Other Issues:** (Include long-term implications of the legislation.)

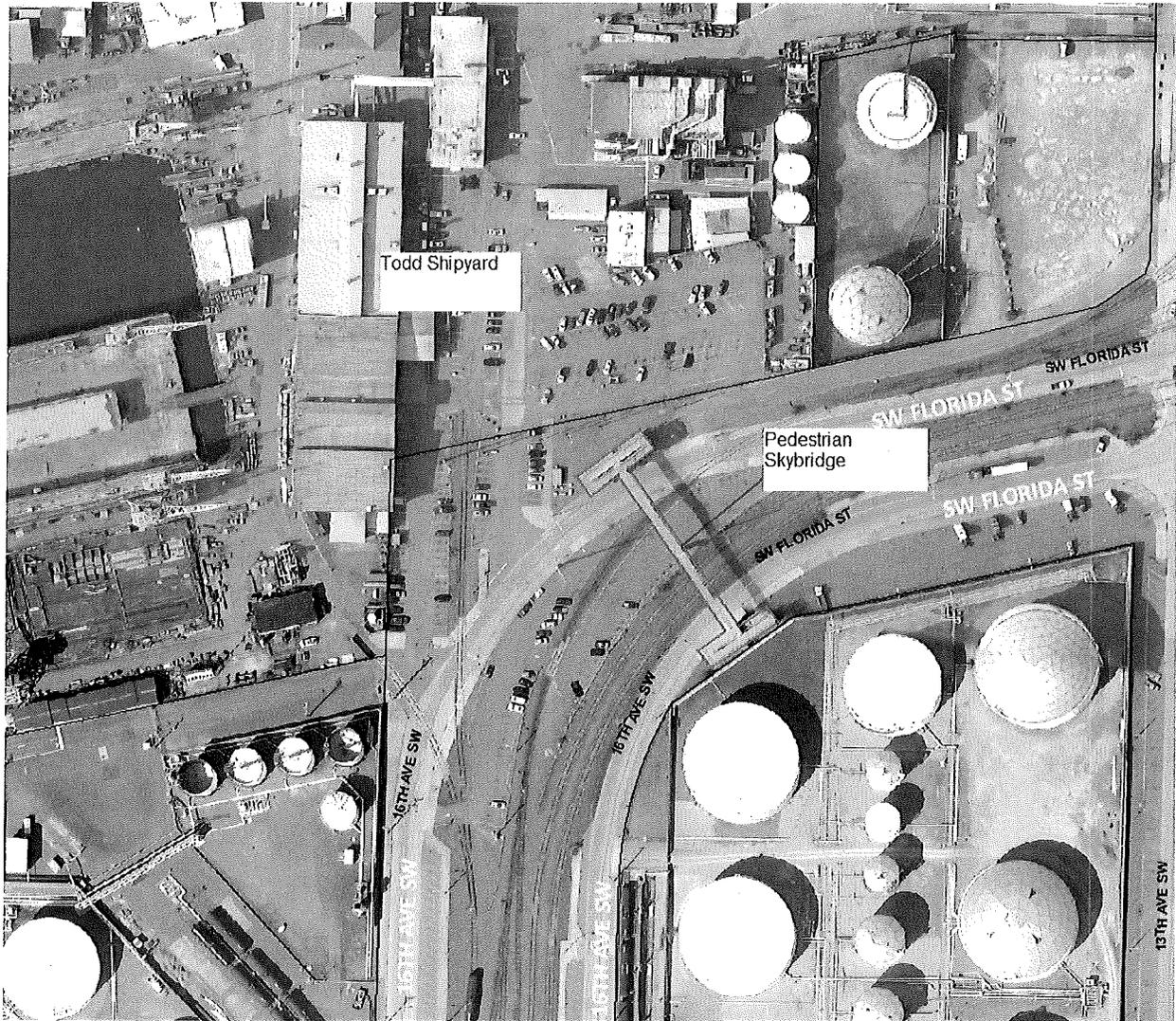
N/A

**List attachments to the fiscal note below:**

Attachment A – Port of Seattle Skybridge Area Map  
Attachment B - Annual Fee Assessment Summary



### Attachment A – Port of Seattle Skybridge Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.



Attachment B - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 7/7/11

<p><u>Summary:</u> <b>Land Value:</b> \$13.36/SF <b>First Year Permit Fee:</b> <b>\$3,829</b></p>
---

I. Property Description:

Existing pedestrian skybridge located over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest. The skybridge provides a connection over the railroad lines for the adjacent businesses and parking areas. Adjacent tax parcels are listed below. The above-ground portion of the skybridge is **1,819 square feet** and the at-grade ramp portions are **4,250 square feet**.

Applicant:

Port of Seattle

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 7666702850; 1,210,970 square feet

Tax year 2010 Appraised Land Value \$14,194,800  
Assessed at \$11.72/SF

2. Parcel 7666702650; 759,049 SF

Tax year 2010 Appraised Land Value \$11,385,600  
Assessed at \$15.00/SF

Average 2010 tax assessed land value: \$13.36/SF

II. Annual Fee Assessment:

The 2010 permit fee is calculated separately for the above-grade and at-grade portions of the skybridge and ramps as follows:

A. Skybridge:  $(\$13.36/\text{SF}) \times (1,819 \text{ SF}) \times (10\%) \times (8\%) = \boxed{\$194.43}$ , where 10% is the degree of alienation for a public-use skybridge and 8% is estimated annual rate of return.

B. At-grade ramps:  $(\$13.36/\text{SF}) \times (4,250 \text{ SF}) \times (80\%) \times (8\%) = \boxed{\$3,634.15}$ , where 80% is the degree of alienation for at-grade structures (ramps) and 8% is estimated annual rate of return.

The total annual fee is \$3,829 for 2010.

Fee methodology authorized under Ordinance 123485.





City of Seattle  
Office of the Mayor

August 2, 2011

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that will grant to the Port of Seattle a ten-year renewal permit for an existing pedestrian skybridge over and across Southwest Florida Street, east of 16<sup>th</sup> Avenue Southwest, as authorized by Ordinance 120088.

Use of the existing skybridge, which was authorized by Ordinance 120088, provides an aerial connection for pedestrians over the railroad to connect Harbor Island businesses (Todd Shipyard) with adjacent parking areas. In addition to granting a new 10-year permit renewal, the proposed Council Bill updates the insurance and bond requirements, updates the annual fee, and specifies the conditions under which authorization is granted.

Thank you for your consideration of this legislation. Should you have questions, please contact Angela Steel at (206) 684-5967.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor  
Office of the Mayor  
600 Fourth Avenue, 7<sup>th</sup> Floor  
PO Box 94749  
Seattle, WA 98124-4749

Tel (206) 684-4000  
Fax (206) 684-5360  
TDD (206) 615-0476  
mike.mcgin@seattle.gov



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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275840  
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

**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 12<sup>th</sup> 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:123678-123684

was published on

09/01/11

The amount of the fee charged for the foregoing publication is the sum of \$ 136.50, which amount has been paid in full.



Affidavit of Publication

*[Signature]*  
\_\_\_\_\_  
Subscribed and sworn to before me on  
09/01/11 *[Signature]*  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on August 15, 2011, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

### ORDINANCE NO. 123678

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

### ORDINANCE NO. 123679

AN ORDINANCE relating to low-income elderly and handicapped housing; authorizing the amendment of the Housing Cooperation Agreement between the City and the Seattle Housing Authority approved by Ordinance 110433 and amended as approved by Ordinance 119424 and Ordinance 120528; approving the sale by the Seattle Housing Authority of property at N. 35th Street and Woodland Park Ave. N., which was acquired with the proceeds of the City's bonds issued pursuant to Ordinance 110124; and authorizing the Mayor or Director of Housing to accept and administer related notes and contracts.

### ORDINANCE NO. 123680

AN ORDINANCE relating to the management of the South Fork Tolt River Municipal Watershed; authorizing ecological forest thinning projects in accordance with the South Fork Tolt River Watershed Management Plan in Sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35, Township 26 North, Range 9 East, W.M., and Sections 1, 2, 3, 4, and 5, Township 25 North, Range 9 East, W.M.; declaring the logs resulting from said projects to be surplus to the City's needs; authorizing the sale of such logs pursuant to applicable City contracting and surplus property sale procedures; and directing use of the proceeds therefrom to fund Plan implementation.

### ORDINANCE NO. 123681

AN ORDINANCE relating to a pedestrian skybridge over and across Southwest Florida Street, east of 16th Avenue Southwest, amending Ordinance 120088, as amended by Ordinance 121855, updating the insurance and bond requirements, and amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to the Port of Seattle; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

### ORDINANCE NO. 123682

AN ORDINANCE vacating the south 187 feet of the alley adjacent to Lots 17-24 between Block 51 and Block 52, Boston Company's Plat of West Seattle; accepting a Deed for Alley Purposes and placing the real property conveyed by such deed under the jurisdiction of the Seattle Department of Transportation; laying off, opening, widening, extending, and establishing that portion of Block 51 and Block 52, Boston Company's Plat of West Seattle; and accepting a Property Use and Development Agreement as reflected in Clerk File 307032.

### ORDINANCE NO. 123683

AN ORDINANCE vacating a submerged portion of South Forest Street between East Marginal Way South and the East Duwamish Waterway in the Duwamish Industrial Area of Seattle on the petition of the Port of Seattle; accepting a storm water drainage facilities easement to install, replace and improve storm water facilities; accepting a bulkhead panel and retaining wall maintenance easement at Slip 27 and Terminal 25 for access and maintenance; and accepting a perpetual non-exclusive public access easement for public access to shoreline area in the Duwamish Waterway in South Park (Clerk File 307732).

### ORDINANCE NO. 123684

AN ORDINANCE authorizing the Director of the Department of Planning and Development to enter into a contract with the Puget Sound Regional Council for the purpose of preparing an urban design plan for the area near the planned Northgate light rail station and authorizing the receipt of funds; and authorizing the Director to give on behalf of the City, the mutual indemnification set forth in that contract.

Publication ordered by the City Clerk  
Date of publication in the Seattle Daily  
Journal of Commerce, September 1, 2011.  
9/1(275840)



Seaport Leasing & Asset Management  
P.O. Box 1209  
Seattle, WA 98111-1209

Tel: (206) 787-3000  
Fax: (206) 787-3280  
www.portseattle.org

November 17, 2011

Mr. Peter Hahn  
Director, Seattle Department of Transportation  
Seattle Municipal Tower  
700 5<sup>th</sup> Avenue, Suite 3800  
Seattle, WA 98124-4996

FILED  
CITY OF SEATTLE  
11 DEC 20 PM 4: 29  
CITY CLERK

Dear Mr. Hahn:

Re: Port of Seattle Skybridge over SW Florida Street – Ordinance 123681, amending Ordinance Number 120088 (as amended by Ordinance 121855).

Effective August 15, 2011, the Seattle City Council passed an ordinance relating to a pedestrian skybridge over and across Southwest Florida Street, amending Ordinance 120088, as amended by Ordinance 121855, updating the insurance and bond requirements, amending the annual fee and other terms and conditions of the permit, renewing the term of the permit, providing for the acceptance of the permit and conditions, and ratifying and confirming certain prior acts.

This letter shall serve as written notice, as required by Section 3 of the above-referenced ordinance, that the Port of Seattle accepts the terms and conditions of the ordinance.

Sincerely,

Michael Burke  
Director,  
Seaport Leasing & Asset Management

CC: Campagnaro, Contreras, Blomberg, Burke, Merritt – Port of Seattle  
Barbara Gray, Angela Steel – Seattle Department of Transportation

