

Ordinance No. 123288

Council Bill No. 116845

AN ORDINANCE relating to a pedestrian skybridge across Western Avenue, approximately 300 feet north of Pike Street, amending Ordinance 114388, as amended by Ordinance 121855, to authorize the Pike Place Market Preservation and Development Authority to install and operate utilities on the skybridge, update the insurance and bond requirements, and amend the annual fee; provide for acceptance of the permit conditions; and ratify and confirm certain prior acts.

Related Legislation File:

Date Introduced and Referred: 4.26.10	To: (committee): Transportation
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: 5.3.10	Date Presented to Mayor: 5.4.10
Date Signed by Mayor: May 10, 2010	Date Returned to City Clerk: May 11, 2010
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoes 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: *Tom Romer*

Committee Action:

Date	Recommendation	Vote
4-27-10	pass as amended ^② <i>LM</i>	3-0 <i>TR, JG, TB</i>

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

Full Council Action:

Date	Decision	Vote
5.3.10	Passed	7-0
		<i>(excused, Burgess)</i>
		<i>Harrell</i>

Law Department

ORDINANCE 123288

1
2 AN ORDINANCE relating to a pedestrian skybridge across Western Avenue, approximately 300
3 feet north of Pike Street, amending Ordinance 114388, as amended by Ordinance
4 121855, to authorize the Pike Place Market Preservation and Development Authority to
5 install and operate utilities on the skybridge, update the insurance and bond requirements,
6 and amend the annual fee; provide for acceptance of the permit conditions; and ratify and
7 confirm certain prior acts.

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

12 WHEREAS, Ordinance 114388 was amended by Ordinance 121855 and by Resolutions 29092
13 and 29955; and

14 WHEREAS, the permission authorized by Ordinance 114388 was renewed for a ten-year term by
15 Resolution 29955 and is due for renewal as of April 5, 2009; and

16 WHEREAS, the Seattle Department of Transportation has no objections to the utility installation
17 on the skybridge as proposed by the Pike Place Market Preservation and Development
18 Authority; and

19 WHEREAS, Pike Place Market Preservation and Development Authority has made written
20 request to the Director of Transportation to continue maintenance and operation of this
21 pedestrian skybridge; and

22 WHEREAS, Pike Place Market Preservation and Development Authority has satisfied all terms
23 and conditions of the original authorizing ordinance and should therefore be allowed to
24 continue maintenance and operation of the pedestrian skybridge; NOW, THEREFORE,

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

26 Section 1. The permission granted to the Pike Place Market Preservation and
27 Development Authority by Ordinance 114388, as amended by Ordinance 121855, is renewed for
28 a ten year period commencing April 6, 2009 and ending at 11:59 p.m. on April 5, 2019, upon the
terms and conditions set forth in Ordinance 114388, as amended by Ordinance 121855, and as
further amended by this ordinance.



1 Section 2. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Ordinance 114388, as
2 amended by Ordinance 121855, are amended as follows:

3 1. **Permission.** Subject to the terms and conditions of this ordinance, permission is
4 ((hereby)) granted to Pike Place Market Preservation and Development Authority (Permittee),
5 and its successors and assigns ((("Permittee")))) to construct, maintain, and operate a pedestrian
6 skybridge over and across Western Avenue, approximately 300 feet north of Pike Street,
7 connecting the Pike Place Market with the Pike Place Market Garage. ((, said)) The skybridge is
8 approximately 16 feet wide and ((,)) approximately 35 feet above maximum grade of the street.
9 Permission is granted to the Permittee to construct, install, maintain, and operate two ten-inch
10 utility pipes (utilities) on the skybridge roof. These utilities will transport water as part of a
11 heating and cooling system for the market.

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14 2. **Term.** The permission ((herein)) granted to the Permittee, its successors and assigns
15 shall be for a term of ten ((10)) years, commencing ((upon)) on the effective date of this
16 ordinance and terminating at 11:59 p.m. on the last day of the tenth year. ((, provided, however,
17 that upon)) Upon written application of the Permittee at least ((thirty (30))) 180 days before
18 expiration of the term, the Director of Transportation ((("Director")) (Director) may, as
19 provided for in Section 3, renew the ((permit)) permission for two ((2)) successive ten ((10))
20 year terms. ((, provided further that the)) The total term of the permission as originally granted
21 and ((thus)) extended shall not exceed ((thirty (30))) 30 years, subject to the right of the City of
22 Seattle ((("City")) (City) to revise the fee provided for in Section ((13)) 14, to terminate the
23 permit as provided for in Section 3, (hereof,)) and by ordinance to then revise any of the terms
24 and conditions contained ((herein)) in this ordinance.



1 3. **Removal for public use or cause.** The ~~((permit))~~ permission granted ~~((hereby))~~ is
2 subject to ~~((the primary and secondary))~~ use by the City and the public of the street right-of-way
3 for travel ~~((and)),~~ ~~((utilities))~~ utility purposes, and other street uses. ~~((and the))~~ The City ~~((of~~
4 Seattle ("City"))) expressly reserves the right to require the Permittee to remove the skybridge
5 and utilities at Permittee's sole cost and expense in the event that:

6 (a) the City Council determines by ordinance that the space occupied by the skybridge
7 and utilities is necessary for any ~~((primary or secondary))~~ public use or benefit or that the
8 skybridge and utilities ~~((interferes))~~ interfere with any ~~((primary or secondary))~~ public
9 use or benefit; or

10 (b) the ~~((Board of Public Works or a successor body or official of the City ("Board")))~~
11 Director determines that any term or condition of this ordinance has been ~~((voided.))~~
12 violated and the violation has not been corrected by the Permittee by the compliance date
13 after written request by the City.

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

17 4. **Removal requirements.** ~~((In the event that))~~ If the ~~((permit))~~ permission granted is not
18 renewed at the expiration of a term, or if the permission ~~((hereby granted extends))~~ is extended to
19 its termination date in ~~((thirty))~~ 30 years and an application for a new permit is not granted, or if
20 the City orders removal of the skybridge and utilities pursuant to the terms of this ordinance,
21 then within 90 days after such expiration~~((;))~~ or termination ~~((or order of removal)),~~ or prior to
22 the date stated in an Order to Remove, ~~((as the case may be,))~~ the Permittee shall, at its own
23 expense, remove the skybridge and utilities and shall ~~((place))~~ replace all portions of the street
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1 right-of-way that may have been disturbed for any part of the ~~((structure))~~ skybridge and
2 utilities~~((;))~~ in as good condition for public use as they were prior to construction of the
3 skybridge and utilities~~((;))~~ and~~((;))~~ in at least as good condition in all respects as the abutting
4 portions ~~((thereof))~~ of the public place. ~~((Whereupon, the Board))~~ The Director shall then issue a
5 certificate discharging the Permittee, or its successor or assign, from ~~((responsibilities))~~
6 responsibility under this ordinance for occurrences after the date of such discharge.
7

8 **5. Repair, reconstruction, readjustment or relocation.** The Permittee shall not
9 commence ~~((reconstruct))~~ reconstruction, ~~((relocate))~~ relocation, ~~((readjust))~~ readjustment or
10 repair of the skybridge and utilities except under the supervision of, and in strict accordance with
11 plans and specifications~~((;))~~ approved by, the ~~((Board before any work or repair is commenced))~~
12 Director. The ~~((Board))~~ Director, in ~~((its))~~ the Director's judgment, may order ~~((such))~~
13 reconstruction, relocation, readjustment or repair of the skybridge and utilities at the Permittee's
14 own cost and expense because of the deterioration or unsafe condition of the skybridge and
15 utilities or any part thereof or installation thereon;~~((;))~~ grade separations;~~((;or))~~ the installation,
16 construction, reconstruction, maintenance, operation or repair of any and all municipally-owned
17 public utilities;~~((;))~~ or for any other cause.
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20 **6. Protection of utilities.** The permission granted is subject to the Permittee bearing the
21 expense of any protection, support or relocation of existing utilities deemed necessary by the
22 owners of the utilities and the Permittee being responsible for any subsequent damage to the
23 utilities due to the construction, repair, reconstruction, maintenance, or operation of the
24 skybridge and utilities.
25

26 ~~((6-))~~ **7. Failure to correct unsafe condition.** After notice to the Permittee~~((;))~~ and
27 failure of the Permittee to correct any unsafe condition(s) within the time stated in the notice, the
28



1 ~~((Board))~~ Director may order that the skybridge and utilities be closed or removed at the
2 Permittee's expense if the ~~((Board))~~ Director deems that it has become unsafe or creates a risk of
3 injury to the public. If there is an immediate threat to the health or safety of the public, notice to
4 correct is not required.

5 ~~((7))~~ **8. Continuing obligation to remove and restore.** Notwithstanding termination or
6 expiration of the permission granted, or closure or removal of the skybridge and utilities, the
7 Permittee shall remain bound by its obligations under this ordinance until:

8
9 (a) the skybridge, utilities, and all its equipment and property are removed from the
10 street right-of-way; ~~((7))~~

11 (b) the area is cleared and restored in a manner and to condition satisfactory to the
12 ~~((Board,))~~ Director; and

13 (c) the ~~((Board))~~ Director certifies that the Permittee has discharged its obligations
14 under this ordinance ~~((herein;))~~.

15
16 ~~((Provided, that upon))~~ Upon prior notice to the Permittee and entry of written findings that
17 ~~((such))~~ it is in the public interest, the ~~((Board))~~ Director may, in ~~((its))~~ the Director's sole
18 discretion, excuse the Permittee, conditionally or absolutely, from compliance with all or any of
19 the Permittee's obligations to remove the skybridge, utilities and its property and to restore any
20 disturbed areas ~~((disturbed))~~.

21
22 ~~((8-))~~ **9. Release, hold harmless, indemnification, and duty to defend.** The skybridge
23 and utilities shall remain the exclusive responsibility of the Permittee, and the Permittee agrees
24 to maintain the skybridge and utilities in good and safe condition. The Permittee, by ~~((its))~~
25 acceptance of the terms of this ordinance and the permission ~~((hereby))~~ granted; ~~((does))~~ releases
26 the City from any and all claims resulting from damage or loss to its own property and does
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1 covenant and agree for itself, its successors and assigns, with the City ((of Seattle)), to at all
2 times protect and save harmless the City ((of Seattle)) from all claims, actions, suits, liability,
3 loss, costs, expense or damages of every kind and description (excepting only such damages that
4 may result from the sole negligence of the City), ((which)) that may accrue to, or be suffered by,
5 any person or persons and/or property or properties, including without limitation, damage or
6 injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants and tenants'
7 invitees, licensees or their successors and assigns, by reason of the construction, maintenance,
8 operation or use of ((said)) the skybridge and utilities ((or the occupation or use of a City street,
9 alley)), or any portion thereof, or by reason of anything that has been done((;)) or may at any
10 time be done((;)) by the Permittee, its successors or assigns((;)) by reason of this ordinance((;))
11 or by reason of the Permittee, its successors or assigns((;)) failing or refusing to strictly comply
12 with each and every provision of this ordinance; and if any such suit, action or claim ((shall)) be
13 filed, instituted or begun against the City, the Permittee, its successors or assigns((;)) shall, upon
14 notice thereof from the City, defend the same at its or their sole cost and expense, and in case
15 judgment shall be rendered against the City in any suit or action, the Permittee, its successors and
16 assigns((;)) shall fully satisfy ((said)) the judgment within 90 days after such action or suit shall
17 have been finally determined, if determined adversely to the City. If it is determined by a court
18 of competent jurisdiction, that RCW 4.24.115 applies to this ordinance, then in the event claims
19 or damages are caused by or result from the concurrent negligence of:

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

24 (b) the Permittee, its agents, contractors, employees or its successors or assigns;

25 this indemnity provision shall be valid and enforceable only to the extent of the negligence of the
26 Permittee or the Permittee's agents, contractors, employees or its successors or assigns.



1 ~~((9-))~~ **10. Insurance.** For as long as the Permittee, its successors and assigns, shall
2 exercise any permissions granted by this ordinance and until the skybridge and utilities are ~~((is))~~
3 entirely removed from ~~((its))~~ their location as described in Section 1 or until discharged by order
4 of the Director as provided in Section 4~~((of this ordinance))~~, ~~((it))~~ the Permittee shall obtain and
5 maintain in full force and effect, at its own expense, insurance that protects the City from claims
6 and risks of loss from perils that can be insured against under commercial general liability (CGL)
7 insurance policies in conjunction with: ~~((deliver to the Director for filing with the City Clerk,~~
8 ~~general comprehensive policies of public liability insurance, which policies must be approved by~~
9 ~~the City Attorney as to form and coverage and which policies must fully protect the City from~~
10 ~~any and all claims and risks in connection with))~~

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

16
17 (b) Permittee's activity upon, or use or occupation of the Western Avenue right-of-
18 way, the area~~((s))~~ described in Section 1~~((of this ordinance;))~~; and

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

22
23 ~~((Each such policy or policies must specifically name the City of Seattle as an additional insured~~
24 ~~party thereunder and provide the following minimum coverages and minimum limits:~~

25 Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss
26 of any sort sustained by any person, organization, or corporation (including any liability of the
27



1 City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for
2 such to the City of Seattle, its officers, agents and/or employees) in connection with (a)
3 operation, maintenance, use or existence of the skybridge and of any and all portions of the
4 skybridge permitted by this ordinance, (b) any activity upon or use or occupancy of the area
5 described in Section 1 of this ordinance, and (c) for any activity performed by Permittee by
6 virtue of the permission granted pursuant to this ordinance:
7

8 Minimum Limits: (Primary and excess) not less than those otherwise carried by the Permittee
9 and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual

10 aggregate.))Minimum insurance requirements are CGL insurance based on the Insurance
11 Services Office (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be
12 placed with an insurer admitted and licensed to conduct business in Washington State or with
13 surplus lines carrier pursuant to Chapter 48.15 RCW, except that if it is infeasible to obtain
14 coverage with such insurer, the City may approve an alternative insurer. Minimum limits of
15 liability shall be \$2,000,000 each occurrence combined single limit bodily injury and property
16 damage, with \$4,000,000 annual aggregate. Coverage shall name the "City of Seattle, its elected
17 and appointed officers, officials, employees and agents" as additional insureds for primary and
18 non-contributory limits of liability subject to a Separation of Insureds clause.
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21 ((Each such policy or endorsement thereto must contain the following provisions: "The City of
22 Seattle is named as an additional insured for all coverage provided by this policy of insurance
23 and shall be fully and completely protected by this policy for all risks and for any and every
24 injury, death, damage and loss of any sort sustained by any person, organization or corporation
25 (including any liability of the City for such to Permittee Pike Place Market Preservation and
26 Development Authority, its successors and assigns, any of its employees and/or agents and any
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1 ~~liability of Permittee to the City of Seattle, its officers, agents and employees) in connection with~~
2 ~~(a) operation, maintenance, use or existence of the skybridge and any appurtenances thereto,~~
3 ~~permitted by the City of Seattle ordinance granting Pike Place Market Preservation and~~
4 ~~Development Authority permission to operate and maintain a skybridge (b) activities of Pike~~
5 ~~Place Market Preservation and Development Authority its successors and assigns, upon use or~~
6 ~~occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any~~
7 ~~activity performed by Pike Place Market Preservation and Development Authority, its successors~~
8 ~~and assigns by virtue of the permission granted by the aforesaid ordinance."))~~

10 Permittee shall provide to the City, or cause to be provided, certification of insurance coverage
11 consisting of the CGL declarations page, schedule of forms and endorsements, and blanket or
12 additional insured policy provision per the ISO CG 20 12 or equivalent. Such insurance coverage
13 certification shall be delivered or sent to the Director or to such department and address as the
14 Director may specify, from time to time, in writing. Should the Permittee be self-insured, a letter
15 of certification from the Corporate Risk Manager or appropriate Finance Officer may be
16 submitted in lieu of the insurance coverage certification required by this ordinance, if approved
17 in writing by the City Risk Manager. Such letter must provide all information required by the
18 City Risk Manager and document, to the satisfaction of the City Risk Manager, that self-
19 insurance equivalent to the insurance requirements of this ordinance is in force. After such self-
20 insurance certification is approved, the City may subsequently from time to time require updated
21 or additional information. The approved self-insured Permittee must provide 30-days notice of
22 any cancellation or material adverse financial condition of its self-insurance program. The City
23 may at any time revoke approval of self-insurance and require the Permittee to obtain and
24 maintain insurance as specified in this ordinance.



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

5 Adjustment of insurance and bond requirements. The Director, in consultation with the
6 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
7 requirements during the term of this permission, if the Director and City Risk Manager
8 determine that an adjustment is necessary to fully protect the interests of the City. The Director
9 shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
10 provide proof of the adjusted required levels of insurance and surety bond to the Director within
11 60 days.
12

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14 ~~((10.))~~ **11. Contractor Insurance.** ~~((Pike Place Market Preservation and Development~~
15 ~~Authority))~~ The Permittee shall contractually require that any and all of its contractors
16 performing construction work on ~~((the))~~ any premises ~~((as))~~ contemplated by this permit~~((s))~~
17 name the "City of Seattle, its elected and appointed officers, officials, employees, and agents" as
18 ~~((an))~~ additional insureds for primary and non-contributory limits of liability on all ~~((policies of~~
19 ~~public))~~ CGL, Automobile and Pollution liability insurance and/or self-insurance. Permittee ~~((;~~
20 ~~and))~~ shall also include in all ~~((pertinent))~~ contract documents with its contractors a third party
21 beneficiary provision extending construction indemnities and warranties granted to ~~((Pike Place~~
22 ~~Market Preservation and Development Authority))~~ Permittee to the City as well.
23

24 ~~((11.))~~ **12. Performance Bond.** Within 60 days after the effective date of this ordinance
25 the Permittee shall deliver to the Director ~~((of Engineering))~~ for filing with the City Clerk a
26 ~~((good and))~~ sufficient bond in the sum of ~~((Twenty Five Thousand Dollars (\$25,000.00)))~~
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1 \$25,000 executed by a surety company authorized and qualified to do business in the State of
2 Washington, conditioned that the Permittee will comply with ~~((each and))~~ every provision of this
3 ordinance and with ~~((each and))~~ every order of the ~~((Board))~~ Director issued under this
4 ordinance. ~~((pursuant thereto; provided, that if the Mayor of the City in his judgement shall deem~~
5 ~~any bond or bonds filed to be insufficient and demand a new or additional bond, the Permittee~~
6 ~~shall furnish a new or additional bond in such amount as the Mayor may specify to be necessary~~
7 ~~to fully protect the City. Said))~~ The Permittee shall ensure that the bond shall remain in effect
8 until such time as the skybridge ((is)) and utilities are entirely removed from ((its)) their location
9 as described in Section 1, or until the Permittee is discharged by order of the ((Board of Public
10 Works)) Director as provided in Section 4((-of this ordinance)). An irrevocable letter of credit
11 approved by the City Risk Manager may be substituted for the bond.

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



1 ~~((13.))~~ **14. A. Inspection fees.** ~~((That the))~~ The Permittee, its successors and assigns~~((,))~~
2 shall pay to the City such amounts as are commensurate with the reasonable ~~((may be justly~~
3 ~~chargeable by said City as))~~ costs of inspections performed under the direction of the Director as
4 provided by Municipal Code Section 15.76, of ~~((said))~~ the skybridge and utilities during
5 construction, reconstruction, repair, annual structural inspections, and ~~((or))~~ at other times
6 deemed necessary to ensure the safety of the skybridge and utilities.~~((under the direction of the~~
7 ~~Director and))~~

9 **B. Annual fees.** The Permittee shall, for the privileges granted by this permission,
10 promptly pay to the City ~~((in advance))~~ upon statements or invoices ~~((rendered))~~ issued by the
11 Director, an annual fee of ~~(((\$252.00 as established by Resolution 29955))~~ \$1,676, beginning on
12 April 6, 2009, the commencement date of the term, and adjusted annually thereafter.

14 Adjustments to the annual fee ~~((amount))~~ shall be made in accordance with a term permit fee
15 schedule adopted by the City Council by ordinance and may be ~~((adjusted))~~ made every year. In
16 the absence of such a schedule, the Director may only increase or decrease the previous year's
17 fee ~~((amount annually))~~ to reflect any inflationary changes so as to charge ~~((said))~~ an adjusted
18 fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's
19 fee ~~((amount))~~ by the percentage change between the two most recent year-end values available
20 of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All
21 Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director and
22
23 ~~((of credit))~~ credited to the Transportation Operating Fund.

25 ~~((14.))~~ **15. Non-discrimination.** ~~((The Permittee shall not discriminate against any~~
26 ~~employee or applicant for employment in connection with the design, architectural or structural~~
27 ~~work or construction of the skybridge and utilities.))~~



1 engineering work or the construction, repair, or maintenance of the skybridge permitted to be
2 erected pursuant to this ordinance, on the bases of race, religion, creed, color, sex, marital status,
3 sexual orientation, political ideology, and ancestry, age, national origin, or the presence of any
4 sensory, mental or physical handicap unless based upon bona fide occupational qualification.

5 The foregoing commitment shall be implemented as follows:

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

13 b. The Permittee shall post in conspicuous places available to such employees and
14 applicants for such employment, notices setting forth the provisions of the non-
15 discrimination clause.

16 c. The Permittee shall furnish to the Director of Human Rights or a successor official
17 (“the Director”), upon his or her request and on such forms as may be provided, a
18 report of the affirmative action taken in implementing this provision and will permit
19 reasonable access to its records for the purposes of determining compliance with this
20 section. If, upon investigation the Director finds probable cause to believe that the
21 Permittee has failed to comply with any of the terms of this section, the Permittee and
22 the Board will be so notified in writing. The Board shall give the Permittee at least 10
23 days’ notice and a hearing thereon. If the Board finds that there has been a violation
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1 of this Section, the Board may suspend the permission conferred pending full
2 compliance with the terms of this Section.

3 Failure to comply with any of the terms of this provision shall be a material violation of this
4 ordinance.

5 The foregoing paragraphs shall be inserted in any sub-contracts for work undertaken pursuant to
6 this ordinance in connection with the design, architectural or structural engineering work or the
7 construction, repair, or maintenance of the skybridge permitted to be erected hereunder, unless
8 the Director authorizes the use of another equality of employment opportunity provision.))

9
10 The Permittee shall comply with the City's laws prohibiting discrimination in
11 employment and contracting, including the Seattle Fair Employment Practices Ordinance,
12 Chapter 14.04 of the Seattle Municipal Code, and the Fair Contracting Practices code, Chapter
13 14.10 of the Seattle Municipal Code.

14
15 Section 3. Acceptance of terms and conditions. The Permittee shall deliver to the Director
16 its written signed acceptance of the terms and conditions of this ordinance within 60 days after
17 the effective date of this ordinance. The Director shall file the written acceptance with the City
18 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
19 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
20 and forfeited.

21
22 Section 4. Ratify and confirm. Any act taken by the City or the Permittee pursuant to the
23 authority and in compliance with the conditions of this ordinance, but prior to the effective date,
24 is ratified and confirmed.
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1 Section 5. This ordinance shall take effect and be in force 30 days from and after its
2 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
3 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4
5 Passed by the City Council the 3rd day of May, 2010, and signed by me in
6 open session in authentication of its passage this 3rd day of May, 2010.

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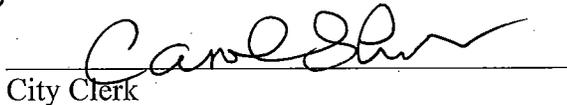
9 President _____ of the City Council

10 Approved by me this 10th day of May 2010.

11
12 

13 Michael McGinn, Mayor

14 Filed by me this 11th day of May, 2010.

15
16 

17 City Clerk

18 (Seal)



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation	Angela Steel/684-5967	Stephen Barham/733-9084

Legislation Title:

AN ORDINANCE relating to a pedestrian skybridge across Western Avenue, approximately 300 feet north of Pike Street, amending Ordinance 114388, as amended by Ordinance 121855, to authorize the Pike Place Market Preservation and Development Authority to install and operate utilities on the skybridge, update the insurance and bond requirements, and amend the annual fee; provide for acceptance of the permit conditions; and ratify and confirm certain prior acts.

• **Summary of the Legislation:**

This legislation amends Ordinance 114388, as amended by Ordinance 121855, and authorizes the Pike Place Market Preservation and Development Authority (PDA) to install and maintain utilities on the existing pedestrian skybridge across Western Avenue, approximately 300 feet north of Pike Street. (See Attachment A — Pedestrian Skybridge Area Map.)

The permit is renewed for a ten-year term starting on April 6, 2009. The legislation updates the insurance and surety bond provisions as recommended by the City Risk Manager. The legislation also specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

The ordinance requires the PDA to pay the City an annual fee of \$4,001 starting at the expiration of the last term for this pedestrian skybridge, April, 6, 2009, and annually thereafter. Adjustments to the annual fee shall be made in accordance with a term permit fee schedule adopted by the City Council by ordinance and may be made every year. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee 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 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. (See Attachment B — Annual Fee Appraisal Summary.)

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

By Ordinance 114388, the City granted the PDA permission to construct, operate, and maintain a pedestrian skybridge across Western Avenue, approximately 300 feet north of Pike Street. This permission was for a ten-year term, renewable for two successive ten-year terms. The permission authorized by Ordinance 114388 was renewed for a ten-year term by



Resolution 29955 and subsequently amended by Ordinance 121855.

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

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2009 Appropriation	2010 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: 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.

Fund Name and Number	Department	Revenue Source	2010 Revenue	2011 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee	\$4,001 (April 6, 2009 - April 5, 2010)	\$4,001 + CPI (TBD)
TOTAL			\$4,001	

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2009 Positions	2009 FTE	2010 Positions*	2010 FTE*



TOTAL							
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* 2010 positions and FTE are total 2010 position changes resulting from this legislation, not incremental changes. Therefore, under 2010, please be sure to include any continuing positions from 2009.

Notes: N/A

- **Do positions sunset in the future?** (If yes, identify sunset date): N/A

Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name & #	Department	Budget Control Level*	2009 Expenditures	2010 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes: N/A

What is the financial cost of not implementing the legislation? If the legislation is not enacted by the City Council, the City will not receive the \$4,001 annual fee for at least ten years. As previously stated, the City has the option to adjust the fee amount on an annual basis. The skybridge, as originally permitted under Ordinance 114388, would no longer be permitted.

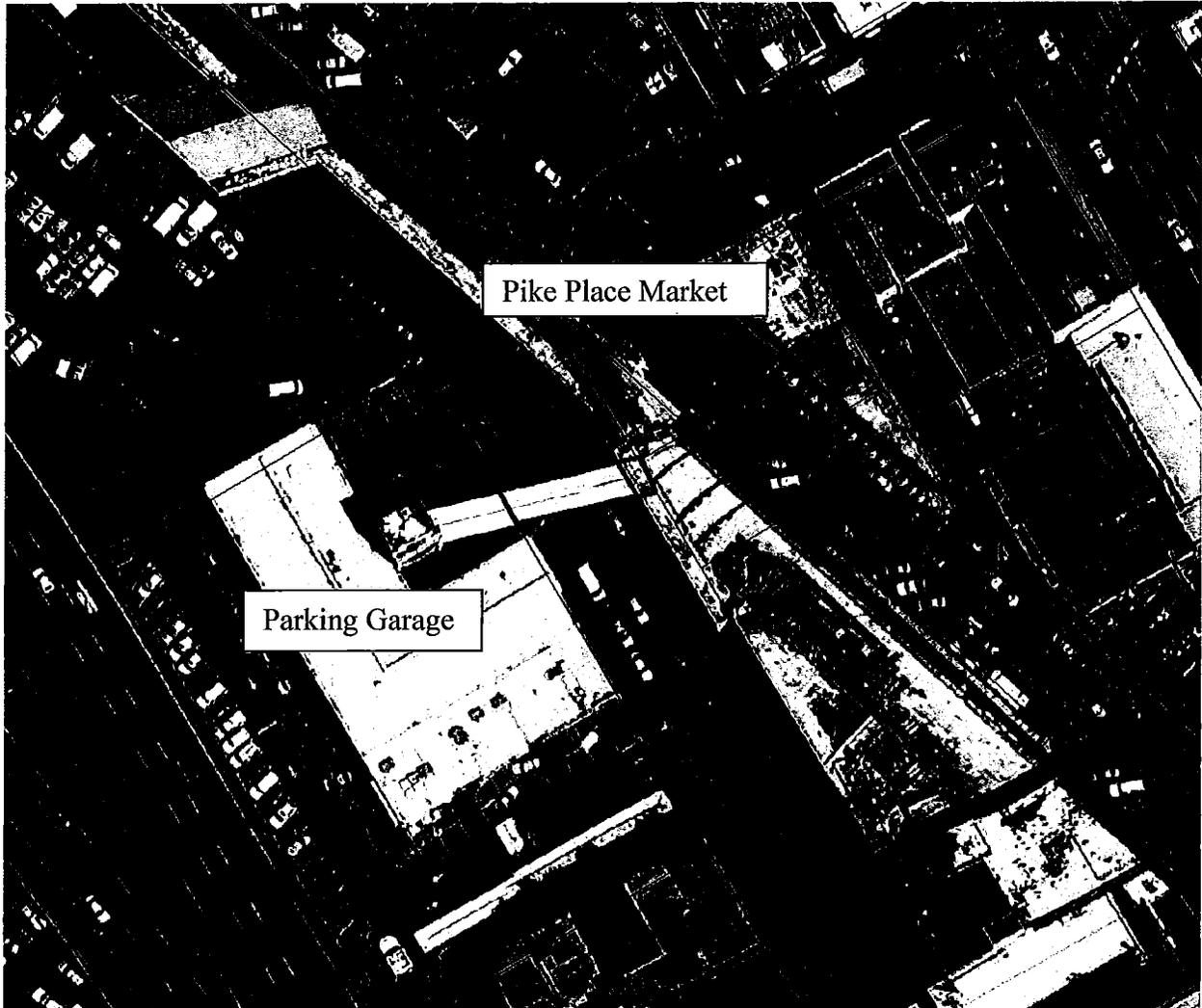
- **Does this legislation affect any departments besides the originating department?**
None
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None
- **Is the legislation subject to public hearing requirements:**
No
- **Other Issues:**

Please list attachments to the fiscal note below:

- Attachment A — Pedestrian Skybridge Area Map
- Attachment B — Annual Fee Appraisal Summary



Attachment A – Pike Place Market Skybridge Area Map



Attachment B - Annual Fee Appraisal Summary

STREET USE VALUE ESTIMATE

Date: 5/26/2009
 Prepared by: John Bresnahan, Senior Real Property Agent

<p><u>Summary:</u> Land Value: \$475/SF First Year Permit Fee: \$4,001</p>

I. Property Description:

That portion of the 56-foot-wide public road right-of-way containing an aerial vacation of 10 feet, known as Western Avenue as bounded by Pine Street to the north and Pike Street to the south, lying beneath a skybridge connecting tax parcels 659835-0000 and 197620-0205. The skybridge measures approximately 936 square feet (13' bridge width X 58.5' right-of-way as measured diagonally under the bridge).

II. Applicant:

Pike Place Market PDA, Seattle

III. Zoning, Size, Assessed Value:

Parcel 659835-0000—PMM-85. 45,856 SF. Assessed: unknown
 Parcel 197620-0205—PMM-85. 30,304 SF. Assessed: \$150/SF.

IV. Highest and Best Use Analysis:

The highest and best use of this particular public road right-of-way would be assemblage to the adjoining properties.

V. Brief Sales Data Summary:

	Sale #1	Sale #2	Sale #3	Sale #4
Location	114-118 Pike St.	2708 Elliott	2630 1 st Ave.	1815 2nd Ave.
Sale Price	\$3,330,000	\$5,100,000	\$2,950,000	\$6,875,000
Area SF	6,970	14,418	6,660	13,068
Sale Date	9/2006	4/2008	1/2008	1/2007
Zoning	DMC240	DMRC-125/65	DMR/R-125/65	DMC240-290-400
Price/SF	\$478	\$354	\$443	\$526
Parcel Number	197570-0646	065300-0395 (multiple)	065400-0105	197720-0950

VI. Notes:

Sale prices within approximately 9 blocks of the subject ranged from \$218/SF for land 7 blocks north of the skybridge to \$1,020/SF for land 2 blocks away, however, the latter site was for a planned high-rise office building. It is not possible to find directly comparable sales for two reasons: one, the general market since 2007 is extremely depressed, and few if any sales are transacting, especially in 2009; second, the Pike Place Market and its ancillary facilities are such specialized, unique locations and uses that finding sales of comparable sites with similar zoning, size, and usage is not possible. The most relevant sales of properties with similar location and use are shown above, with a range of values between \$354 and \$478/SF. Greatest consideration is given to sales #1 and #4.



VII. Conclusion:

The value of that portion of Western Avenue beneath the Pike Place Market garage skybridge is estimated at \$475 per square foot. The first year permit fee should be calculated as follows: $(\$475/\text{SF}) \times (936 \text{ SF}) \times (10\%) \times (9\%) = \$4,000 \text{ (rounded)}$, where 10% is the air rights/alienation multiplier and 9% is the rate of return. 10% is used as the alienation factor due to the predominantly public use of the skybridge, as well as the desirability of the parking garage as a necessary amenity to the Pike Place Market.





City of Seattle

Michael McGinn, Mayor

Office of the Mayor

March 16, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes the Pike Place Market Preservation and Development Authority to install utilities on the existing pedestrian skybridge, and grants renewal of the permit for a ten-year term. The skybridge is located over and across Western Avenue, approximately 300 feet north of Pike Street, linking the parking garage to the market.

This utility project includes the installation of two ten-inch water pipes on the roof of the skybridge. The pipes will transport water as part of a heating and cooling system for the market. This project is part of the Pike Place Market Levy that funded infrastructure improvements to the market facilities. In addition to renewing a new term and authorizing the utility installation, the proposed Bill updates the insurance and bond requirements, amends the annual fee, and specifies the conditions under which authorization is granted.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McGinn".

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



ORDINANCE _____

1
2 AN ORDINANCE relating to a pedestrian skybridge across Western Avenue, approximately 300
3 feet north of Pike Street, amending Ordinance 114388, as amended by Ordinance 121855,
4 to authorize the Pike Place Market Preservation and Development Authority to install and
5 operate utilities on the skybridge, update the insurance and bond requirements, and
6 amend the annual fee; provide for acceptance of the permit conditions; and ratify and
7 confirm certain prior acts.

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

12 WHEREAS, Ordinance 114388 was amended by Ordinance 121855 and by Resolutions 29092
13 and 29955; and

14 WHEREAS, the permission authorized by Ordinance 114388 was renewed for a ten-year term by
15 Resolution 29955 and is due for renewal as of April 5, 2009; and

16 WHEREAS, the Seattle Department of Transportation has no objections to the utility installation
17 on the skybridge as proposed by the Pike Place Market Preservation and Development
18 Authority; and

19 WHEREAS, Pike Place Market Preservation and Development Authority has made written
20 request to the Director of Transportation to continue maintenance and operation of this
21 pedestrian skybridge; and

22 WHEREAS, Pike Place Market Preservation and Development Authority has satisfied all terms
23 and conditions of the original authorizing ordinance and should therefore be allowed to
24 continue maintenance and operation of the pedestrian skybridge; NOW, THEREFORE,

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

26 Section 1. The permission granted to the Pike Place Market Preservation and
27 Development Authority by Ordinance 114388, as amended by Ordinance 121855, is renewed for
28 a ten year period commencing April 6, 2009 and ending at 11:59 p.m. on April 5, 2019, upon the
terms and conditions set forth in Ordinance 114388, as amended by Ordinance 121855, and as
further amended by this ordinance.

THIS VERSION IS NOT ADOPTED



1 Section 2. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Ordinance 114388, as
2 amended by Ordinance 121855, are amended as follows:

3 1. **Permission.** Subject to the terms and conditions of this ordinance, permission is
4 ~~((hereby))~~ granted to Pike Place Market Preservation and Development Authority (Permittee),
5 and its successors and assigns ~~((("Permittee")))~~ to construct, maintain, and operate a pedestrian
6 skybridge over and across Western Avenue, approximately 300 feet north of Pike Street,
7 connecting the Pike Place Market with the Pike Place Market Garage. ~~((, said))~~ The skybridge is
8 approximately 16 feet wide and ~~((;))~~ approximately 35 feet above maximum grade of the street.
9 Permission is granted to the Permittee to construct, install, maintain, and operate two ten-inch
10 utility pipes (utilities) on the skybridge roof. These utilities will transport water as part of a
11 heating and cooling system for the market.

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14 2. **Term.** The permission ~~((herein))~~ granted to the Permittee, its successors and assigns
15 shall be for a term of ten ~~((10))~~ years, commencing ~~((upon))~~ on the effective date of this
16 ordinance and terminating at 11:59 p.m. on the last day of the tenth year. ~~((; provided, however,~~
17 ~~that upon))~~ Upon written application of the Permittee at least ~~((thirty (30)))~~ 180 days before
18 expiration of the term, the Director of Transportation ~~((("Director")))~~ (Director) may, as provided
19 for in Section 3, renew the ~~((permit))~~ permission for two ~~((2))~~ successive ten ~~((10))~~ year
20 terms. ~~((, provided further that the))~~ The total term of the permission as originally granted and
21 ~~((thus))~~ extended shall not exceed ~~((thirty (30)))~~ 30 years, subject to the right of the City of
22 Seattle ~~((("City")))~~ (City) to revise the fee provided for in Section ~~((13))~~ 14, to terminate the
23 permit as provided for in Section 3, (hereof), and by ordinance to then revise any of the terms
24 and conditions contained ~~((herein))~~ in this ordinance.

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28 THIS VERSION IS NOT ADOPTED



1 3. **Removal for public use or cause.** The ~~((permit))~~ permission granted ((hereby)) is
2 subject to ~~((the primary and secondary))~~ use by the City and the public of the street right-of-way
3 for travel ~~((and)), ((utilities))~~ utility purposes, and other street uses. ~~((and the))~~ The City ~~((of~~
4 Seattle ("City"))) expressly reserves the right to require the Permittee to remove the skybridge
5 and utilities at Permittee's sole cost and expense in the event that:

6 (a) the City Council determines by ordinance that the space occupied by the skybridge
7 and utilities is necessary for any ~~((primary or secondary))~~ public use or benefit or that the
8 skybridge and utilities ~~((interferes))~~ interfere with any ~~((primary or secondary))~~ public use
9 or benefit; or

10 (b) the ~~((Board of Public Works or a successor body or official of the City ("Board")))~~
11 Director determines that any term or condition of this ordinance has been ~~((voided.))~~
12 violated and the violation has not been corrected by the Permittee by the compliance date
13 after written request by the City.

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

17 4. **Removal requirements.** ~~((In the event that))~~ If the ((permit)) permission granted is not
18 renewed at the expiration of a term, or if the permission ((hereby granted extends)) is extended to
19 its termination date in ((thirty)) 30 years and an application for a new permit is not granted, or if
20 the City orders removal of the skybridge and utilities pursuant to the terms of this ordinance, then
21 within 90 days after such expiration((;)) or termination ((or order of removal)), or prior to the
22 date stated in an Order to Remove, ((as the case may be,)) the Permittee shall, at its own expense,

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28 THIS VERSION IS NOT ADOPTED



1 remove the skybridge and utilities and shall ~~((place))~~ replace all portions of the street right-of-
2 way that may have been disturbed for any part of the ~~((structure))~~ skybridge and utilities~~((;))~~ in as
3 good condition for public use as they were prior to construction of the skybridge and utilities~~((;))~~
4 and~~((;))~~ in at least as good condition in all respects as the abutting portions ~~((thereof))~~ of the
5 public place. ~~((Whereupon, the Board))~~ The Director shall then issue a certificate discharging the
6 Permittee, or its successor or assign, from ~~((responsibilities))~~ responsibility under this ordinance
7 for occurrences after the date of such discharge.
8

9 **5. Repair, reconstruction, readjustment or relocation.** The Permittee shall not
10 commence ~~((reconstruct))~~ reconstruction, ~~((relocate))~~ relocation, ~~((readjust))~~ readjustment or
11 repair of the skybridge and utilities except under the supervision of, and in strict accordance with
12 plans and specifications~~((;))~~ approved by, the ~~((Board before any work or repair is commenced))~~
13 Director. The ~~((Board))~~ Director, in ~~((its))~~ the Director's judgment, may order ~~((such))~~
14 reconstruction, relocation, readjustment or repair of the skybridge and utilities at the Permittee's
15 own cost and expense because of the deterioration or unsafe condition of the skybridge and
16 utilities or any part thereof or installation thereon~~((;))~~ grade separations~~((;))~~ ~~((or))~~ the installation,
17 construction, reconstruction, maintenance, operation or repair of any and all municipally-owned
18 public utilities~~((;))~~ or for any other cause.
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21 **6. Protection of utilities.** The permission granted is subject to the Permittee bearing the
22 expense of any protection, support or relocation of existing utilities deemed necessary by the
23 owners of the utilities and the Permittee being responsible for any subsequent damage to the
24 utilities due to the construction, repair, reconstruction, maintenance, or operation of the
25 skybridge and utilities.
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THIS VERSION IS NOT ADOPTED



1 ~~((6-))~~ **7. Failure to correct unsafe condition.** After notice to the Permittee~~((;))~~ and
2 failure of the Permittee to correct any unsafe condition(s) within the time stated in the notice, the
3 ~~((Board))~~ Director may order that the skybridge and utilities be closed or removed at the
4 Permittee's expense if the ((Board)) Director deems that it has become unsafe or creates a risk of
5 injury to the public. If there is an immediate threat to the health or safety of the public, notice to
6 correct is not required.

8 ~~((7-))~~ **8. Continuing obligation to remove and restore.** Notwithstanding termination or
9 expiration of the permission granted, or closure or removal of the skybridge and utilities, the
10 Permittee shall remain bound by its obligations under this ordinance until:

- 11 (a) the skybridge, utilities, and all its equipment and property are removed from the
12 street right-of-way~~((;))~~;
- 13 (b) the area is cleared and restored in a manner and to condition satisfactory to the
14 ~~((Board,))~~ Director; and
- 15 (c) the ~~((Board))~~ Director certifies that the Permittee has discharged its obligations
16 under this ordinance ((herein;)).

17 ~~((Provided, that upon))~~ Upon prior notice to the Permittee and entry of written findings that
18 ~~((such))~~ it is in the public interest, the ~~((Board))~~ Director may, in ~~((its))~~ the Director's sole
19 discretion, excuse the Permittee, conditionally or absolutely, from compliance with all or any of
20 the Permittee's obligations to remove the skybridge, utilities and its property and to restore any
21 disturbed areas ~~((disturbed))~~.

22 ~~((8-))~~ **9. Release, hold harmless, indemnification, and duty to defend.** The skybridge
23 and utilities shall remain the exclusive responsibility of the Permittee, and the Permittee agrees to

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28 **THIS VERSION IS NOT ADOPTED**



1 maintain the skybridge and utilities in good and safe condition. The Permittee, by ~~((its))~~
2 acceptance of the terms of this ordinance and the permission ~~((hereby))~~ granted, ~~((does))~~ releases
3 the City from any and all claims resulting from damage or loss to its own property and does
4 covenant and agree for itself, its successors and assigns, with the City ~~((of Seattle))~~, to at all
5 times protect and save harmless the City ~~((of Seattle))~~ from all claims, actions, suits, liability,
6 loss, costs, expense or damages of every kind and description ~~((excepting only such damages that~~
7 ~~may result from the sole negligence of the City)), ~~((which))~~ that may accrue to, or be suffered by,~~
8 any person or persons and/or property or properties, including without limitation, damage or
9 injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants and tenants'
10 invitees, licensees or their successors and assigns, by reason of the construction, maintenance,
11 operation or use of ~~((said))~~ the skybridge and utilities ~~((or the occupation or use of a City street,~~
12 ~~alley))~~, or any portion thereof, or by reason of anything that has been done~~((;))~~ or may at any time
13 be done~~((;))~~ by the Permittee, its successors or assigns~~((;))~~ by reason of this ordinance~~((;))~~ or by
14 reason of the Permittee, its successors or assigns~~((;))~~ failing or refusing to strictly comply with
15 each and every provision of this ordinance; and if any such suit, action or claim ~~((shall))~~ be filed,
16 instituted or begun against the City, the Permittee, its successors or assigns~~((;))~~ shall, upon notice
17 thereof from the City, defend the same at its or their sole cost and expense, and in case judgment
18 shall be rendered against the City in any suit or action, the Permittee, its successors and
19 assigns~~((;))~~ shall fully satisfy ~~((said))~~ the judgment within 90 days after such action or suit shall
20 have been finally determined, if determined adversely to the City. If it is determined by a court of
21 competent jurisdiction, that RCW 4.24.115 applies to this ordinance, then in the event claims or
22 damages are caused by or result from the concurrent negligence of:
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THIS VERSION IS NOT ADOPTED



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

2 (b) the Permittee, its agents, contractors, employees or its successors or assigns;

3 this indemnity provision shall be valid and enforceable only to the extent of the negligence of the
4 Permittee or the Permittee's agents, contractors, employees or its successors or assigns.

5
6 ~~((9.))~~ **10. Insurance.** For as long as the Permittee, its successors and assigns, shall
7 exercise any permissions granted by this ordinance and until the skybridge and utilities are ~~((is))~~
8 entirely removed from ~~((its))~~ their location as described in Section 1 or until discharged by order
9 of the Director as provided in Section 4~~((of this ordinance))~~, ~~((it))~~ the Permittee shall obtain and
10 maintain in full force and effect, at its own expense, insurance that protects the City from claims
11 and risks of loss from perils that can be insured against under commercial general liability (CGL)
12 insurance policies in conjunction with: ~~((deliver to the Director for filing with the City Clerk,~~
13 ~~general comprehensive policies of public liability insurance, which policies must be approved by~~
14 ~~the City Attorney as to form and coverage and which policies must fully protect the City from~~
15 ~~any and all claims and risks in connection with))~~

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

21
22 (b) Permittee's activity upon, or use or occupation of the Western Avenue right-of-
23 way, the area~~((s))~~ described in Section 1~~((of this ordinance,))~~; and

24
25 (c) ~~((any and all))~~ claims and risks in connection with any activity performed by the
26 Permittee by virtue of the permission granted by this ordinance.
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THIS VERSION IS NOT ADOPTED



1 ((Each such policy or policies must specifically name the City of Seattle as an additional insured
2 party thereunder and provide the following minimum coverages and minimum limits:

3 ~~Minimum Coverage: General comprehensive liability for any injury, death, damage, and/or loss
4 of any sort sustained by any person, organization, or corporation (including any liability of the
5 City for such to Permittee, its officers, agents and/or employees and any liability of Permittee for
6 such to the City of Seattle, its officers, agents and/or employees) in connection with (a)
7 operation, maintenance, use or existence of the skybridge and of any and all portions of the
8 skybridge permitted by this ordinance, (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 the Permittee
12 and not less than One Million Dollars (\$1,000,000.00) per occurrence and annual
13 aggregate.))~~Minimum insurance requirements are CGL insurance based on the Insurance

14 Services Office (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be
15 placed with an insurer admitted and licensed to conduct business in Washington State or with
16 surplus lines carrier pursuant to Chapter 48.15 RCW, except that if it is infeasible to obtain
17 coverage with such insurer, the City may approve an alternative insurer. Minimum limits of
18 liability shall be \$2,000,000 each occurrence combined single limit bodily injury and property
19 damage, with \$4,000,000 annual aggregate. Coverage shall name the "City of Seattle, its elected
20 and appointed officers, officials, employees and agents" as additional insureds for primary and
21 non-contributory limits of liability subject to a Separation of Insureds clause.
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1 ((Each such policy or endorsement thereto must contain the following provisions: "The City of
2 Seattle is named as an additional insured for all coverage provided by this policy of insurance
3 and shall be fully and completely protected by this policy for all risks and for any and every
4 injury, death, damage and loss of any sort sustained by any person, organization or corporation
5 (including any liability of the City for such to Permittee Pike Place Market Preservation and
6 Development Authority, its successors and assigns, any of 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 skybridge and any appurtenances thereto,
9 permitted by the City of Seattle ordinance granting Pike Place Market Preservation and
10 Development Authority permission to operate and maintain a skybridge (b) activities of Pike
11 Place Market Preservation and Development Authority its successors and assigns, upon use or
12 occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any
13 activity performed by Pike Place Market Preservation and Development Authority, its successors
14 and assigns by virtue of the permission granted by the aforesaid ordinance."))

15 Permittee shall provide to the City, or cause to be provided, certification of insurance coverage
16 consisting of the CGL declarations page, schedule of forms and endorsements, and blanket or
17 additional insured policy provision per the ISO CG 20 12 or equivalent. Such insurance coverage
18 certification shall be delivered or sent to the Director or to such department and address as the
19 Director may specify, from time to time, in writing. Should the Permittee be self-insured, a letter
20 of certification from the Corporate Risk Manager or appropriate Finance Officer may be
21 submitted in lieu of the insurance coverage certification required by this ordinance, if approved
22 in writing by the City Risk Manager. Such letter must provide all information required by the
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1 City Risk Manager and document, to the satisfaction of the City Risk Manager, that self-
2 insurance equivalent to the insurance requirements of this ordinance is in force. After such self-
3 insurance certification is approved, the City may subsequently from time to time require updated
4 or additional information. The approved self-insured Permittee must provide 30-days notice of
5 any cancellation or material adverse financial condition of its self-insurance program. The City
6 may at any time revoke approval of self-insurance and require the Permittee to obtain and
7 maintain insurance as specified in this ordinance.

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

12
13 Adjustment of insurance and bond requirements. The Director, in consultation with the
14 City Risk Manager, may adjust minimum levels of liability insurance and surety bond
15 requirements during the term of this permission, if the Director and City Risk Manager determine
16 that an adjustment is necessary to fully protect the interests of the City. The Director shall notify
17 the Permittee of the new requirements in writing. Upon receipt, the Permittee shall provide proof
18 of the adjusted required levels of insurance and surety bond to the Director within 60 days.

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21 ~~((10.))~~ **11. Contractor Insurance.** ~~((Pike Place Market Preservation and Development~~
22 ~~Authority))~~ The Permittee shall contractually require that any and all of its contractors
23 performing construction work on ~~((the))~~ any premises ~~((as))~~ contemplated by this permit~~((;))~~
24 name the "City of Seattle, its elected and appointed officers, officials, employees, and agents" as
25 ~~((an))~~ additional insureds for primary and non-contributory limits of liability on all ~~((policies of~~
26 ~~public))~~ CGL, Automobile and Pollution liability insurance and/or self-insurance. Permittee ~~((;~~
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1 and)) shall also include in all ((~~pertinent~~)) contract documents with its contractors a third party
2 beneficiary provision extending construction indemnities and warranties granted to ((~~Pike Place~~
3 ~~Market Preservation and Development Authority~~)) Permittee to the City as well.

4 ((~~11.~~)) **12. Performance Bond.** Within 60 days after the effective date of this ordinance
5 the Permittee shall deliver to the Director ((~~of Engineering~~)) for filing with the City Clerk a
6 ((~~good and~~)) sufficient bond in the sum of ((~~Twenty Five Thousand Dollars (\$25,000.00)~~))
7 \$25,000 executed by a surety company authorized and qualified to do business in the State of
8 Washington, conditioned that the Permittee will comply with ((~~each and~~)) every provision of this
9 ordinance and with ((~~each and~~)) every order of the ((~~Board~~)) Director issued under this
10 ordinance. ((~~pursuant thereto; provided, that if the Mayor of the City in his judgement shall deem~~
11 ~~any bond or bonds filed to be insufficient and demand a new or additional bond, the Permittee~~
12 ~~shall furnish a new or additional bond in such amount as the Mayor may specify to be necessary~~
13 ~~to fully protect the City. Said~~)) The Permittee shall ensure that the bond shall remain in effect
14 until such time as the skybridge ((~~is~~)) and utilities are entirely removed from ((~~its~~)) their location
15 as described in Section 1, or until the Permittee is discharged by order of the ((~~Board of Public~~
16 ~~Works~~)) Director as provided in Section 4((~~of this ordinance~~)). An irrevocable letter of credit
17 approved by the City Risk Manager may be substituted for the bond.

18 ((~~12.~~)) **13. Consent for and conditions of assignment or transfer.** The right, privilege
19 and authority granted shall not be assignable or transferable by operation of law, nor shall the
20 Permittee, its successors or assigns ((~~shall not assign,~~)) transfer, assign, mortgage, pledge or
21 encumber the same ((~~any privileges conferred by this ordinance~~)) without the consent of the
22 Director, which consent the Director shall not unreasonably refuse. The Director may approve
23
24
25
26
27
28



1 assignment and/or ~~((transferal))~~ transfer of the permission ~~((permit))~~ to a successor entity in the
2 case of a change of name and/or ownership ~~((provided that))~~ if the successor or assignee has
3 demonstrated its acceptance of all the terms of the permission provided by this ordinance.
4 ~~((granted to the initial Permittee. If permission is granted, the assignee or transferee shall be~~
5 ~~bound by all of the terms and conditions of this ordinance. The permission conferred by this~~
6 ~~ordinance shall not be assignable or transferable by operation of law.))~~

8 ~~((13-))~~ **14. A. Inspection fees.** ~~((That the))~~ The Permittee, its successors and assigns~~((;))~~
9 shall pay to the City such amounts as are commensurate with the reasonable ~~((may be justly~~
10 ~~chargeable by said City as))~~ costs of inspections performed under the direction of the Director as
11 provided by Municipal Code Section 15.76, of ~~((said))~~ the skybridge and utilities during
12 construction, reconstruction, repair, annual structural inspections, and ~~((or))~~ at other times
13 deemed necessary to ensure the safety of the skybridge and utilities.~~((under the direction of the~~
14 ~~Director and))~~

17 **B. Annual fees.** The Permittee shall, for the privileges granted by this permission,
18 promptly pay to the City ~~((in advance))~~ upon statements or invoices ~~((rendered))~~ issued by the
19 Director, an annual fee of ~~(((\$252.00 as established by Resolution 29955))~~ \$4,001, beginning on
20 April 6, 2009, the commencement date of the term, and adjusted annually thereafter. Adjustments
21 to the annual fee ~~((amount))~~ shall be made in accordance with a term permit fee schedule adopted
22 by the City Council by ordinance and may be ~~((adjusted))~~ made every year. In the absence of
23 such a schedule, the Director may only increase or decrease the previous year's fee ~~((amount~~
24 ~~annually))~~ to reflect any inflationary changes so as to charge ~~((said))~~ an adjusted fee in constant
25 dollar terms. This adjustment will be calculated by adjusting the previous year's fee ~~((amount))~~



1 by the percentage change between the two most recent year-end values available of the Consumer
2 Price 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 and ((of credit))
4 credited to the Transportation Operating Fund.

5
6 ((14.)) **15. Non-discrimination.** ((The Permittee shall not discriminate against any
7 employee or applicant for employment in connection with the design, architectural or structural
8 engineering work or the construction, repair, or maintenance of the skybridge permitted to be
9 erected pursuant to this ordinance, on the bases of race, religion, creed, color, sex, marital status,
10 sexual orientation, political ideology, and ancestry, age, national origin, or the presence of any
11 sensory, mental or physical handicap unless based upon bona fide occupational qualification. The
12 foregoing commitment shall be implemented as follows:

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

21
22 b. The Permittee shall post in conspicuous places available to such employees and
23 applicants for such employment, notices setting forth the provisions of the non-
24 discrimination clause.
25
26
27
28



1 e. ~~The Permittee shall furnish to the Director of Human Rights or a successor official~~
2 ~~("the Director"), upon his or her request and on such forms as may be provided, a~~
3 ~~report of the affirmative action taken in implementing this provision and will permit~~
4 ~~reasonable access to its records for the purposes of determining compliance with this~~
5 ~~section. If, upon investigation the Director finds probable cause to believe that the~~
6 ~~Permittee has failed to comply with any of the terms of this section, the Permittee and~~
7 ~~the Board will be so notified in writing. The Board shall give the Permittee at least 10~~
8 ~~days' notice and a hearing thereon. If the Board finds that there has been a violation of~~
9 ~~this Section, the Board may suspend the permission conferred pending full~~
10 ~~compliance with the terms of this Section.~~

13 Failure to comply with any of the terms of this provision shall be a material violation of this
14 ordinance.

15 The foregoing paragraphs shall be inserted in any sub-contracts for work undertaken pursuant to
16 this ordinance in connection with the design, architectural or structural engineering work or the
17 construction, repair, or maintenance of the skybridge permitted to be erected hereunder, unless
18 the Director authorizes the use of another equality of employment opportunity provision.))

20 The Permittee shall comply with the City's laws prohibiting discrimination in
21 employment and contracting, including the Seattle Fair Employment Practices Ordinance,
22 Chapter 14.04 of the Seattle Municipal Code, and the Fair Contracting Practices code, Chapter
23 14.10 of the Seattle Municipal Code.

25 Section 3. Acceptance of terms and conditions. The Permittee shall deliver to the Director
26 its written signed acceptance of the terms and conditions of this ordinance within 60 days after
27



1 the effective date of this ordinance. The Director shall file the written acceptance with the City
2 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
3 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
4 and forfeited.

5 Section 4. 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 is ratified and confirmed.
8

9 Section 5. This ordinance shall take effect and be in force 30 days from and after its
10 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
11 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
12

13 Passed by the City Council the ____ day of _____, 2010, and signed by me in open
14 session in authentication of its passage this ____ day of _____, 2010.
15

16
17
18 _____
President _____ of the City Council

19 Approved by me this ____ day of _____, 2010.
20

21
22 _____
Michael McGinn, Mayor

23 Filed by me this ____ day of _____, 2010.
24

25
26 _____
City Clerk

27 (Seal)

THIS VERSION IS NOT ADOPTED



STATE OF WASHINGTON – KING COUNTY

--SS.

254680
CITY OF SEATTLE, CLERKS OFFICE

No. 123286,87,88 31201,07,10

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.

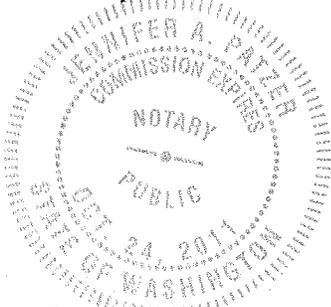
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

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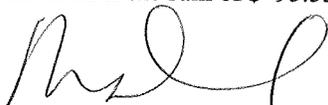
was published on

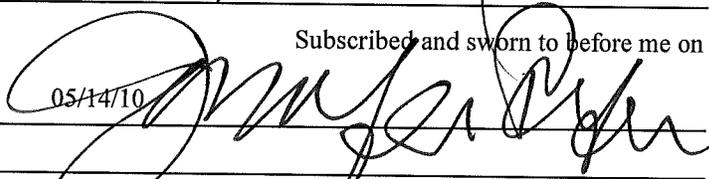
05/14/10

The amount of the fee charged for the foregoing publication is the sum of \$ 95.55, which amount has been paid in full.



Affidavit of Publication



Subscribed and sworn to before me on
05/14/10 

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following legislation, passed by the City Council on May 3, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123286

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

ORDINANCE NO. 123287

AN ORDINANCE accepting for general street purposes 23 deeds conveyed to the City of Seattle by the Central Puget Sound Regional Transit Authority or Sound Transit in connection with the Central Link Light Rail Transit Project as agreed to in a Property Acquisition and Transfer Procedures Agreement between the City of Seattle and Sound Transit; laying off, opening, widening, extending, and establishing portions of the rights-of-way located on Martin Luther King Jr. Way South between South Della Street and South Branford Street, South Findley Street and South Orcas Street, and South Ferdinand Street and South Bennett Street; placing the real property conveyed by the 23 deeds under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123288

AN ORDINANCE relating to a pedestrian skybridge across Western Avenue, approximately 300 feet north of Pike Street, amending Ordinance 114388, as amended by Ordinance 121855, to authorize the Pike Place Market Preservation and Development Authority to install and operate utilities on the skybridge, update the insurance and bond requirements, and amend the annual fee; provide for acceptance of the permit conditions; and ratify and confirm certain prior acts.

RESOLUTION NO. 31201

A RESOLUTION relating to Seattle Public Utilities, concurring in the submittal of the proposed 2010 Combined Sewer Overflow (CSO) Reduction Plan Amendment (the "2010 CSO Plan Amendment") and application for permit renewal to the Washington State Department of Ecology ("Ecology") to comply with the requirements of the City's National Pollutant Discharge Elimination System (NPDES) CSO Permit.

RESOLUTION NO. 31207

A RESOLUTION approving the route for the First Hill Streetcar line and stating additional steps needed to implement the First Hill Streetcar Project.

RESOLUTION NO. 31210

A RESOLUTION establishing the 2010 work program for the Office of Housing.

Date of publication in the Seattle Daily Journal of Commerce, May 14, 2010.

6/14(254680)