

Ordinance No. 123958

Council Bill No. 117532

AN ORDINANCE granting CCSDC, LLC permission to construct, maintain, and operate a rooftop photovoltaic array over the sidewalk areas of East Madison Street, 15th Avenue, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street, a part of the construction of the new Bullitt Center at 1501 East Madison Street; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Related Legislation File:

Date Introduced and Referred:	To: (committee):
<u>July 30, 2012</u>	<u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action:	Date Presented to Mayor:
<u>9.4.12</u>	<u>9.5.12</u>
Date Signed by Mayor:	Date Returned to City Clerk:
<u>9/10/12</u>	<u>9/11/12</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text <input type="checkbox"/>	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:
Date Veto Sustained:	

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: *Tom Roemer*

Committee Action:

Date	Recommendation	Vote
<u>8/14/12</u>	<u>PASS</u>	<u>TR BHJG 3-0</u>

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

Full Council Action:

Date	Decision	Vote
<u>9.4.12</u>	<u>Passed</u>	<u>9-0</u>

Law Department

CITY OF SEATTLE
ORDINANCE 123958
COUNCIL BILL 117532

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4 AN ORDINANCE granting CCSDC, LLC permission to construct, maintain, and operate a
5 rooftop photovoltaic array over the sidewalk areas of East Madison Street, 15th Avenue,
6 and East Pike Street, and to the centerline of the alley between East Madison Street and
7 East Pike Street, as part of the construction of the new Bullitt Center at 1501 East
8 Madison Street; for a ten-year term, renewable for two successive ten-year terms;
specifying the conditions under which this permit is granted; and providing for the
acceptance of the permit and conditions.

9 WHEREAS, CCSDC, LLC has applied to the Director of Transportation to construct a rooftop
10 photovoltaic array ("PV array") over the sidewalk areas of East Madison Street, 15th
11 Avenue, and East Pike Street, and to the centerline of the alley between East Madison
12 Street and East Pike Street, as part of the construction of the new Bullitt Center at 1501
East Madison Street; and

13 WHEREAS, the Bullitt Center project would be the nation's first urban commercial building
14 striving to meet the Living Building Challenge ("LBC") and the first project to
15 participate in the City of Seattle's Living Building Pilot program. The LBC requires that
all of the building's energy needs be supplied by on-site renewable energy. The proposed
PV array is essential in meeting the project's on-site renewable energy requirements; and

16 WHEREAS, by Resolution 31369, the City granted conceptual approval of the new PV Array to
17 CCSDC, LLC; and

18 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the PV
19 array to legally occupy a portion of the public right-of-way or other public place, NOW,
20 THEREFORE,

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

22 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of
23 Seattle ("City") grants permission (also referred to in this ordinance as a permit) to CCSDC,
24 LLC, and its successors and assigns as approved by the Director of the Seattle Department of
25 Transportation ("Director") according to Section 14 of this ordinance (the party named above
26 and each such approved successor and assign is referred to as "Permittee"), to construct,
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1 maintain, and operate a rooftop photovoltaic array ("PV array") over the sidewalk areas of East
2 Madison Street, 15th Avenue, and East Pike Street, and to the centerline of the alley between East
3 Madison Street and East Pike Street, as part of the construction of the new Bullitt Center at 1501
4 East Madison Street, adjacent in whole or in part to the property legally described as:

5 Lots 1 and 2, Block 4, Renton's Addition to the City of Seattle, according to the plat
6 thereof recorded in Volume 3 of Plats, page(s) 118, in King County, Washington.
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8 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
9 on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.
10 Upon written application made by the Permittee at least 180 days before expiration of the term,
11 the Director or the City Council may renew the permit twice, each time for a successive ten-year
12 term, subject to the right of the City to require the removal of the PV array or to revise by
13 ordinance any of the terms and conditions of the permission granted by this ordinance. The total
14 term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit
15 any application for a new permission no later than 180 days prior to the expiration of the then-
16 existing term.
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18 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
19 bearing the expense of any protection, support, or relocation of existing utilities deemed
20 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
21 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
22 the PV array and for any consequential damages that may result from any damage to utilities or
23 interruption in service caused by any of the foregoing.
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1 **Section 4. Removal for public use or for cause.** The permission granted is subject to use
2 of the street right-of-way or other public place (collectively, public place) by the City and the
3 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
4 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
5 term or any renewal term, and require the Permittee to remove the PV array, or any part thereof
6 or installation on the public place, at the Permittee's sole cost and expense in the event that:

7 (a) the City Council determines by ordinance that the space occupied by the PV array
8 is necessary for any public use or benefit or that the PV array interferes with any public
9 use or benefit; or

10 (b) the Director determines that use of the PV array has been abandoned; or

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

15 A City Council determination that the space is needed for, or the PV array interferes with, a
16 public use or benefit is conclusive and final without any right of the Permittee to resort to the
17 courts to adjudicate the matter.

18 **Section 5. Permittee's obligation to remove and restore.** If the permission granted
19 expires without an application for a new permission being granted, or if the City terminates the
20 permission, then within 90 days after the expiration or termination of the permission, or prior to
21 any earlier date stated in an ordinance or order requiring removal of the PV array, the Permittee
22 shall, at its own expense, remove the PV array and all of the Permittee's equipment and property
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1 from the public place and replace and restore all portions of the public place that may have been
2 disturbed for any part of the PV array in as good condition for public use as existed prior to
3 construction of the PV array and in at least as good condition in all respects as the abutting
4 portions of the public place as required by SDOT right-of-way restoration standards.

5 Failure to remove the PV array as required by this section is a violation of Chapter 15.90
6 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter
7 15.90 does not eliminate any remedies available to the City under this ordinance or any other
8 authority. If the Permittee does not timely fulfill its obligations under this section, the City may
9 in its sole discretion remove the PV array and restore the public place at the Permittee's expense,
10 and collect such expense in any manner provided by law.

11 Upon the Permittee's completion of removal and restoration in accordance with this
12 section, or upon the City's completion of the removal and restoration and the Permittee's
13 payment to the City for the City's removal and restoration costs, the Director shall then issue a
14 certification that the Permittee has fulfilled its removal and restoration obligations under this
15 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public
16 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the
17 Permittee from compliance with all or any of the Permittee's obligations under this section.
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20 Section 6. **Repair or reconstruction.** The PV array shall remain the exclusive
21 responsibility of the Permittee and the Permittee shall maintain the PV array in good and safe
22 condition for the protection of the public. The Permittee shall not reconstruct or repair the
23 portion of the PV array over the public place identified in Section 1, except in strict accordance
24 with plans and specifications approved by the Director. The Director may, in the Director's
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1 judgment, order the PV array reconstructed or repaired at the Permittee's cost and expense
2 because of: the deterioration or unsafe condition of the PV array; the installation, construction,
3 reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or
4 for any other cause related to maintaining safe conditions for the public.

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

10
11 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
12 permission granted, or closure or removal of the PV array, the Permittee shall remain bound by
13 all of its obligations under this ordinance until the Director has issued a certification that the
14 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.
15 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by
16 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed
17 under Section 17 of this ordinance.
18

19 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
20 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
21 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
22 attorneys' fees, or damages of every kind and description arising out of or by reason of the PV
23 array or this ordinance, including but not limited to claims resulting from injury, damage, or loss
24 to the Permittee or the Permittee's property.
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1 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
2 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
3 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
4 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
5 or be suffered by any person or property including, without limitation, damage, death or injury to
6 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
7 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

8 (a) the existence, condition, construction, reconstruction, modification, maintenance,
9 operation, use, or removal of the PV array or any portion thereof, or the use, occupation, or
10 restoration of the public place or any portion thereof by the Permittee or any other person or
11 entity;
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13 (b) anything that has been done or may at any time be done by the Permittee by reason of
14 this ordinance; or
15

16 (c) the Permittee failing or refusing to strictly comply with every provision of this
17 ordinance; or arising out of or by reason of the PV array or this ordinance in any other way.
18

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

5 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
6 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
7 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
8 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that
9 protects the Permittee and the City from claims and risks of loss from perils that can be insured
10 against under commercial general liability (CGL) insurance policies in conjunction with:
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- 12 (a) construction, reconstruction, modification, operation, maintenance, use, existence, or
13 removal of the PV array or any portion thereof, as well as restoration of any disturbed
14 areas of the public place in connection with removal of the PV array;
15
16 (b) the Permittee's activity upon or the use or occupation of the public place described in
17 Section 1 of this ordinance; and
18
19 (c) claims and risks in connection with activities performed by the Permittee by virtue of
20 the permission granted by this ordinance.

21 Minimum insurance requirements are CGL insurance based on the Insurance Services Office
22 (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an
23 insurer admitted and licensed to conduct business in Washington State or with a surplus lines
24 carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other insurer or is
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1 partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the
2 City's Risk Manager.

3 Minimum limits of liability shall be \$2,000,000 each occurrence combined single limit
4 bodily injury and property damage, with \$4,000,000 annual aggregate. Coverage shall include
5 the "City of Seattle, its elected and appointed officers, officials, employees and agents" as
6 additional insureds for primary and non-contributory limits of liability subject to a Separation of
7 Insureds clause.
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9 Within 60 days after the effective date of this ordinance, the Permittee shall provide to
10 the City, or cause to be provided, certification of insurance coverage including an actual copy of
11 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement
12 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to
13 the Department of Transportation (SDOT) at an address as the Director may specify in writing
14 from time to time. The Permittee shall provide a certified complete copy of the insurance policy
15 to the City promptly upon request.
16

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

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

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

13 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
14 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
15 executed by a surety company authorized and qualified to do business in the State of Washington
16 that is: in the amount of \$290,000, and conditioned with a requirement that the Permittee shall
17 comply with every provision of this ordinance and with every order the Director issues under this
18 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
19 a certification that the Permittee has fulfilled its removal and restoration obligations under
20 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
21 consultation with the City Attorney’s Office may be substituted for the bond. In the event that
22 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
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1 maintain in effect the bond or letter of credit required under this section until the Director has
2 approved the assignment or transfer pursuant to Section 14 of this ordinance.

3 **Section 13. Adjustment of insurance and bond requirements.** The Director may adjust
4 minimum liability insurance levels and surety bond requirements during the term of this
5 permission. If the Director determines that an adjustment is necessary to fully protect the
6 interests of the City, the Director shall notify the Permittee of the new requirements in writing.
7 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
8 insurance and surety bond levels to the Director.
9

10 **Section 14. Consent for and conditions of assignment or transfer.** The permission
11 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the
12 Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's
13 consent, which the Director shall not unreasonably refuse. The Director may approve assignment
14 or transfer of the permission granted by this ordinance to a successor entity only if the successor
15 or assignee has accepted in writing all of the terms and conditions of the permission granted by
16 this ordinance; has provided, at the time of the acceptance, the bond and certification of
17 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of
18 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
19 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
20 assigns. Any person or entity seeking approval for an assignment or transfer of the permission
21 granted by this ordinance shall provide the Director with a description of the current and
22 anticipated use of the PV array.
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1 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
2 successor provision, pay the City the amounts charged by the City to inspect the PV array during
3 construction, reconstruction, repair, annual safety inspections, and at other times deemed
4 necessary by the City. An inspection or approval of the PV array by the City shall not be construed
5 as a representation, warranty, or assurance to the Permittee or any other person as to the safety,
6 soundness, or condition of the PV array. Any failure by the City to require correction of any defect
7 or condition shall not in any way limit the responsibility or liability of the Permittee.
8

9 Section 16. **Inspection reports.** If a natural disaster or other event damages the PV array,
10 Permittee shall by the date established by the Director, submit to the Director or to SDOT at an
11 address specified by the Director, an inspection report that:

- 12 (a) describes the physical dimensions and condition of the PV array;
13 (b) describes any damages or possible repairs to any element of the PV array;
14 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
15 (d) is stamped by a professional structural engineer licensed in the State of
16 Washington.
17

18 The Permittee has the duty of inspecting and maintaining the PV array, and the
19 responsibility to submit inspection reports as required by the Director does not waive or alter any
20 of the Permittee's other obligations under this ordinance nor create any duties on the part of the
21 Director. The receipt of any reports by the Director shall not create any duties on the part of the
22 Director. Any failure by the Director to require a report, or to require action after receipt of any
23 report, shall not waive or limit the obligations of the Permittee.
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1 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
2 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
3 Director, an annual fee of \$4,646, or as adjusted annually thereafter, for the privileges granted by
4 this ordinance.

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

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

19 Section 19. **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
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1 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
2 and forfeited. The Permittee shall not commence construction of the PV array over the public
3 place prior to the Permittee delivering its written signed acceptance of the terms of this ordinance
4 and providing the bond and certification of insurance coverage required by this ordinance as well
5 as the covenant agreement required by Section 20 of this ordinance.

6 Section 20. **Obligations run with the Property.** The obligations and conditions
7 imposed on the Permittee by and through this ordinance are covenants that run with the land and
8 bind subsequent owners of the property legally described in Section 1 of this ordinance (the
9 “Property”), regardless of whether the Director has approved assignment or transfer of the
10 permission granted herein to such subsequent owner(s). At the request of the Director, Permittee
11 shall within 30 days provide to the Director a current title report showing the identity of all
12 owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60
13 days of the effective date of this ordinance, and prior to conveying any interest in the Property,
14 deliver to the Director upon a form to be supplied by the Director, a covenant agreement
15 imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by
16 the Permittee and any other owner(s) of the Property and recorded with the King County
17 Recorder’s Office. The Director shall file the recorded covenant agreement with the City Clerk.
18 The covenant agreement shall reference this ordinance by its ordinance number. At the request of
19 the Director, Permittee shall cause encumbrances on the Property to be subordinated to the
20 covenant agreement.
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22 Section 21. **Section titles.** Section titles are for convenient reference only and do not
23 modify or limit the text of a section.
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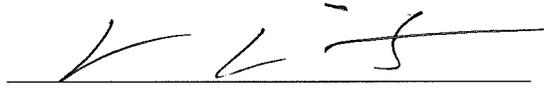


1 Section 22. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 4th day of September, 2012, and
5 signed by me in open session in authentication of its passage this
6 4th day of September, 2012.

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9 _____
10 President _____ of the City Council

11 Approved by me this 10th day of September, 2012.

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14 _____
15 Michael McGinn, Mayor

16 Filed by me this 11th day of September, 2012.

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19 _____
20 Monica Martinez Simmons, City Clerk

21 (Seal)



FISCAL NOTE FOR NON-CAPITAL PROJECTS

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

Legislation Title:

AN ORDINANCE granting CCSDC, LLC permission to construct, maintain, and operate a rooftop photovoltaic array over the sidewalk areas of East Madison Street, 15th Avenue, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street, as part of the construction of the new Bullitt Center at 1501 East Madison Street; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary of the Legislation:

This legislation will allow CCSDC, LLC to construct, operate, and maintain a rooftop photovoltaic array (PV array) over the sidewalk areas of East Madison Street, 15th Avenue East, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street. An area map is attached for reference.

This permit is for a term of ten years with two successive ten-year renewal options. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

The CCSDC, LLC is to pay the City of Seattle an annual fee of \$4,646 commencing on the effective date of the ordinance, 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, as amended by Ordinances 123585 and 123907. An Annual Fee Appraisal Summary is attached for reference.

This PV array is part of the construction project of the new Bullitt Center at 1501 East Madison Street.

Background:

The Bullitt Center project would be the nation's first urban commercial building striving to meet the Living Building Challenge (LBC) and the first project to participate in the City of Seattle's Living Building Pilot program. The LBC requires that all of the building's energy needs be supplied by on-site renewable energy. The proposed PV array is essential in meeting the project's on-site renewable energy requirements.



By Resolution 31369, the City granted conceptual approval of the new PV Array to CCSDC, LLC.

Please check one of the following:

X This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	\$4,646	TBD
TOTAL			\$4,646	TBD

Revenue/Reimbursement Notes: N/A

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

Spending/Cash Flow: N/A

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
No
- b) **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 \$4,646. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis. The PV array, as conceptually approved under Resolution 31369, will not be permitted.
- c) **Does this legislation affect any departments besides the originating department?**
No
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None
- e) **Is a public hearing required for this legislation?**
No
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle***



Times required for this legislation?

No

g) Does this legislation affect a piece of property?

Yes. An area map is attached for reference.

h) Other Issues: N/A

List attachments to the fiscal note below:

Attachment A – CCSDC, LLC PV Array Area Map

Attachment B - Annual Fee Assessment Summary



Attachment A – CCSDC, LLC PV Array 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: 6/25/12

<p><u>Summary:</u> Land Value: \$135/SF First Year Permit Fee: \$4,646</p>

I. Property Description:

This annual fee assessment is for a new photovoltaic array (PV array) over the sidewalk areas of East Madison Street, 15th Avenue, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street. The PV array is part of the construction of the new Bullitt Center at 1501 East Madison Street. Adjacent tax parcel is listed below. The PV array is **4,302 square feet**.

Applicant:
CCSDC, LLC

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 723460-0195; 10,000 square feet

Tax year 2012 Appraised Land Value \$1,350,000
Assessed at \$135/SF

II. Annual Fee Assessment:

The 2012 permit fee is calculated as follows: $(\$135/\text{SF}) \times (4,302 \text{ SF}) \times (10\%) \times (8\%) = \$4,646$, where 10% is the degree of alienation for a sustainable building feature and 8% is estimated annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585 and 123907.





City of Seattle
Office of the Mayor

July 17, 2012

Honorable Sally Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that will grant to the CCSD, LLC to permission to construct, operate, and maintain a rooftop photovoltaic array (PV array) over the sidewalk areas of East Madison Street, 15th Avenue East, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street, as part of the construction of the new Bullitt Center at 1501 East Madison Street.

The Bullitt Center project would be the nation's first urban commercial building striving to meet the Living Building Challenge (LBC) and the first project to participate in the City of Seattle's Living Building Pilot program. The LBC requires that all of the building's energy needs be supplied by on-site renewable energy. The proposed PV array is essential in meeting the project's on-site renewable energy requirements.

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

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



STATE OF WASHINGTON – KING COUNTY

--SS.

288888
CITY OF SEATTLE, CLERKS OFFICE

No. 123954,956,957,958,959, ⁹⁶⁰

Affidavit of Publication

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

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

CT; TITLE ONLY ORDINANCE

was published on

10/01/12

The amount of the fee charged for the foregoing publication is the sum of \$111.60 which amount has been paid in full.



Affidavit of Publication



Subscribed and sworn to before me on
10/01/2012 

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle Title Only Ordinance

The full text of the following legislation, passed by the City Council on September 4, 2012, 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. 123954

AN ORDINANCE related to cable television; approving the transfer of the controlling interest in WaveDivision Holdings, LLC, parent company of WaveDivision I, LLC, holder of a nonexclusive Seattle cable franchise, to Oak Hill Capital Partners III, L.P., by a three-fourths vote of the City Council.

ORDINANCE NO. 123956

AN ORDINANCE accepting the gift of an automated bicycle counter, a display totem, funding for installation of the counter and totem, and a website to share resulting counts with the public, and ratifying and confirming prior acts.

ORDINANCE NO. 123957

AN ORDINANCE relating to the Burke-Gilman Trail; accepting an Easement Agreement between Inland Properties, Inc., as grantor, and the City of Seattle, as grantee, dated March 10, 1992, and an Easement Agreement among Inland Properties, Inc. and Fremont Dock Company, as grantors, and the City of Seattle, as grantee, dated March 10, 1992; authorizing the Director of Transportation to acquire, accept, and record, on behalf of the City of Seattle, a Trail Easement Agreement among Fremont Dock Co., The Quadrant Corporation, Fremont Lake Union Center LLC, Park View Waterside LLC, SMB of Seattle, LLC, Limpopo Properties, LLC, BBK Lake View, LLC, and Quadrant Lake Union Center Owners' Association, as grantors, and the City of Seattle, as grantee; placing the real property interests conveyed by such easement agreements under the jurisdiction of the Seattle Department of Transportation; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123958

AN ORDINANCE granting CCSDC, LLC permission to construct, maintain, and operate a rooftop photovoltaic array over the sidewalk areas of East Madison Street, 15th Avenue, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street, as part of the construction of the new Bullitt Center at 1501 East Madison Street; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

ORDINANCE NO. 123959

AN ORDINANCE accepting a quit claim deed from King County for real property in South Seattle that has been used for a portion of the Angel Morgan P-Patch; assigning jurisdiction of the property to the Department of Neighborhoods; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123960

AN ORDINANCE relating to the P-Patch Program, authorizing the transfer of jurisdiction over certain city-owned parcels in the Rainier Valley neighborhood from the Department of Finance and Administrative Services and the Seattle Department of Transportation to the Department of Neighborhoods.

Date of publication in the Seattle Daily Journal of Commerce, October 1, 2012.

The Bullitt Foundation

1212 MINOR AVENUE, SEATTLE, WASHINGTON 98101-2825 • (206)343-0807 • FAX (206) 343-0822
email info@bullitt.org | website www.bullitt.org

FILED
CITY OF SEATTLE
2013 JAN 10 AM 8:31
CITY CLERK

Seattle Department of Transportation
Attn: Angela Steel
700 5th Avenue, Suite 2300
PO Box 34996
Seattle, WA 98124

Re: Ordinance 123958

This letter confirms that *CCSDC, LLC* accepts the terms and conditions of Ordinance 123958 and that the undersigned has the authority to accept the terms and conditions of the Ordinance on behalf of the permittee.

Please send the annual fee invoice to the following address:

1212 Minor Ave
Seattle, WA 98101

Sincerely,



[signature]

President & CEO

[Title/affiliation with permittee]

Return Address:

City of Seattle
Seattle Dept. of Transportation
Attn: Street Use
700 5th Ave., Suite #3900
P. O. Box 34996
Seattle, WA 98124-4996



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PAGE-001 OF 004
10/26/2012 12:37
KING COUNTY, WA

<p>Document Title(s) (or transactions contained therein):</p> <p>1. PUBLIC PLACE COVENANT AGREEMENT</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>Reference Number(s) of Documents assigned or released: (on page ____ of document(s) _____)</p> <p>Grantor(s) (Last name first then first name and initials)</p> <p>1. CCSDC, LLC</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>Γ Additional names on page ____ of document</p>
<p>Grantee(s) (Last Name first, then first name and initials)</p> <p>1. City of Seattle</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>Additional names on page ____ of document</p>
<p>Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>RENTONS ADD</p> <p>Additional legal is on page ____ of document</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>723460-0195</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

FILED
CITY OF SEATTLE
2013 JAN 10 AM 8:31
CITY CLERK

COVENANT AGREEMENT

THIS COVENANT AGREEMENT ("Agreement") is made and granted by CCSDC, LLC, a Washington limited liability company, ("Grantor") in favor of the City of Seattle ("City").

RECITALS

- A. Grantor is the owner of the real property legally described in Exhibit A hereto (the "Property").
- B. By adoption of Ordinance No. 123958 (the "Ordinance"), passed by the Seattle City Council on September 4, 2012, the City granted permission to Grantor, and its successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director"), to maintain and operate a rooftop photovoltaic array over the sidewalk areas of East Madison Street, 15th Avenue, and East Pike Street, and to the centerline of the alley between East Madison Street and East Pike Street, adjacent in whole or in part to the Property.
- C. Pursuant to the Ordinance, all of the obligations and conditions imposed by the Ordinance on Grantor are also imposed on Grantor's successors and/or assigns regardless of whether the Director has approved assignment or transfer to them of the permission granted by the Ordinance.
- D. The Ordinance provides that the obligations and conditions imposed by the Ordinance on Grantor are covenants that run with the land and bind subsequent owners of the Property regardless of whether the Director has approved assignment or transfer to them of the permission granted by the Ordinance, and the Ordinance requires Grantor to execute and record a covenant agreement containing the obligations and conditions set forth in the Ordinance.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing, Grantor hereby agrees and covenants for itself and its successors and assigns, as follows:

1. Grantor agrees to comply with all of the obligations and conditions that the Ordinance imposes upon the "Permittee" under the Ordinance.
2. The covenant set forth in the previous paragraph runs with the Property and binds Grantor's heirs, successors and assigns, regardless of whether the Director of the Seattle Department of Transportation has approved assignment or transfer to them of the permission granted by the Ordinance.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, Grantor has executed this Agreement on the day and year indicated below.

GRANTOR:

CCSDC, LLC

By: *Denis A Hayes*
Denis A Hayes
Its: CEO & Pres. Grant

Exhibits:

A: Legal Description of Property

State of Washington)
) s.s.
County of King)

This is to certify that on this 25TH day of OCTOBER 2012, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DENIS A HAYES to me known to be the PRESIDENT AND (title) of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal, the day and year first above written.

Amber R H Knox
Notary Public in and for the State of Washington

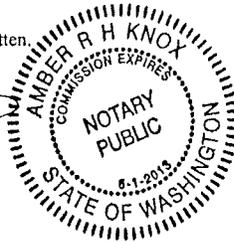


Exhibit A: Legal Description of Property

Lots 1 and 2, Block 4, Renton's Addition to the City of Seattle, according to the plat thereof recorded in Volume 3 of Plats, page(s) 118, in King County, Washington.