

Ordinance No. 124506

Council Bill No. 118113

AN ORDINANCE granting Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, permission to install, maintain, and operate a bike-share program in public places located within: Major Institution Overlay Districts, designated Urban Centers, Urban Villages, and all commercially- or industrially-zoned areas in the City of Seattle; 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: <u>6/2/14</u>	To: (committee): <u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>6/16/14</u>	Date Presented to Mayor: <u>6/17/14</u>
Date Signed by Mayor: <u>6/23/14</u>	Date Returned to City Clerk: <u>6/24/14</u>
Published by Title Only <u>X</u>	Date Vetoed by Mayor:
Published in Full Text _____	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: *Tom Rasmussen*

Committee Action:

Date	Recommendation	Vote
<u>6-10-14</u>	<u>PASS</u>	<u>TRJG 2-0</u>

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

Full Council Action:

Date	Decision	Vote
<u>6/16/14</u>	<u>Passed</u>	<u>8-0 (excused: Harrell)</u>

Law Department

CITY OF SEATTLE

ORDINANCE 124506

COUNCIL BILL 11813

AN ORDINANCE granting Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, permission to install, maintain, and operate a bike-share program in public places located within: Major Institution Overlay Districts, designated Urban Centers, Urban Villages, and all commercially- or industrially-zoned areas in the City of Seattle; 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.

WHEREAS, the Puget Sound Bike Share is a Washington non-profit organization that will operate a bike-share program in the Puget Sound region to provide a low-cost, convenient transportation alternative for the public; and

WHEREAS, the Seattle Department of Transportation (SDOT) supports bike-share programs because they provide a healthy, safe, and affordable travel option that has the potential to attract new people to biking, and serve residents and visitors alike; and

WHEREAS, SDOT looks forward to continuing their relationship with the Puget Sound Bike Share and its Board of Directors as they develop a bike-share system that equitably serves the City's needs with a high-performing system; and

WHEREAS, by Resolution 31468, the City granted conceptual approval to Puget Sound Bike Share for the installation, maintenance, and operation of the bike-share program in public places located within Major Institution Overlay Districts, designated Urban Centers and Urban Villages, and abutting commercially- or industrially-zoned parcels lying between these areas in the City of Seattle; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, to legally occupy a portion of the public right-of-way or other public place, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle ("City") grants permission (also referred to in this ordinance as a "program term permit") to Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, Pronto!, or Pronto! Cycle Share; and its successors and assigns as approved by the Director of the Seattle Department of



1 Transportation (“Director”) according to Section 14 of this ordinance (the party named above
2 and each such approved successor and assign is referred to as “Permittee”), to install, maintain,
3 and operate a bike-share program consisting of modular bike-share stations with docks for
4 bicycles, payment kiosk, helmet-vending kiosk, wayfinding signage, solar power structure
5 providing power for the bike-share station, and any other related-appurtenant structure or utility (C
6 referred to as the “bike-share program”) in public places located within: Major Institution
7 Overlay Districts, designated Urban Centers, Urban Villages, and all commercially- or
8 industrially-zoned areas in the City of Seattle. The City acknowledges that the Permittee has
9 entered into a contract with a vendor to operate and maintain the bike-share program.
10
11 Notwithstanding that a vendor will operate and maintain the bike-share program under a contract
12 with the Permittee; the Permittee shall be exclusively responsible for complying with all the
13 terms and conditions of this program term permit.
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15 Section 2. **Term.** The permission granted to the Permittee is for a term of ten years
16 starting on August 1, 2014 and ending at 11:59 p.m. on July 31, 2024. Upon written application
17 made by the Permittee at least 180 days before expiration of the term, the Director or the City
18 Council may renew the program term permit twice, each time for a successive ten-year term,
19 subject to the right of the City to require the removal of the bike-share program or to revise by
20 ordinance any of the terms and conditions of the permission granted by this ordinance. The total
21 term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit
22 any application for a new permission no later than 180 days prior to the expiration of the then-
23 existing term.
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1 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
2 bearing the expense of any protection, support, or relocation of existing utilities deemed
3 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
4 the utilities due to the installation, construction, repair, reconstruction, maintenance, operation,
5 or removal of the bike-share program and for any consequential damages that may result from
6 any damage to utilities or interruption in service caused by any of the foregoing.
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8 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
9 of the street right-of-way or other public place (collectively, "public place") by the City and the
10 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
11 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
12 term or any renewal term, and require the Permittee to remove the bike-share program, or any
13 part thereof or installation on the public place, at the Permittee's sole cost and expense in the
14 event that:
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16 (a) The City Council determines by ordinance that the space occupied by the bike-
17 share program is necessary for any public use or benefit or that the bike-share program interferes
18 with any public use or benefit; or
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20 (b) The Director determines that use of the bike-share program has been abandoned;
21 or

22 (c) The Director determines that any term or condition of this ordinance has been
23 violated, and the violation has not been corrected by the Permittee by the compliance date after a
24 written request by the City to correct the violation, unless a notice to correct is not required due
25 to an immediate threat to the health or safety of the public.
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1 A City Council determination that the space is needed for, or the bike-share program interferes
2 with, a public use or benefit is conclusive and final without any right of the Permittee to resort to
3 the courts to adjudicate the matter.

4 If the existence of a bike-share program or portion thereof would interfere with any
5 construction for street or transportation purposes authorized, ordered, or performed by the City;
6 the Permittee shall on 30-calendar-days' notice from the Director, remove that portion of the
7 bike-share program at its own cost and expense that interferes with the construction activity. If
8 any non-transportation-related construction project conflicts with any portion of the bike-share
9 program; the Permittee upon receiving notice from the City for planned City work or from a
10 private contractor as may be required by a Street Use permit; shall coordinate with the contractor
11 the removal of the portion of the bike-share program that would interfere with the construction.
12

13 The removed bike-share program may be returned to its originally-permitted location
14 when the construction conflicts no longer exists and the bike-share program does not pose
15 conflicts with the public place's post-construction configuration. There may be instances where
16 the Director determines that the post-construction public place is no longer a viable bike-share
17 program location, and may revoke the original bike-share program siting permit due to post-
18 construction-public-place conflicts.
19

20 Section 5. **Permittee's obligation to remove and restore.** If the permission granted is
21 not renewed at the expiration of a term, or if the permission expires without an application for a
22 new permission being granted, or if the City terminates the permission, then within 90 days after
23 the expiration or termination of the permission, or prior to any earlier date stated in this
24 ordinance, in another ordinance, or order requiring removal of the bike-share program; the
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1 Permittee shall, at its own expense, remove the bike-share program and all of the Permittee's
2 equipment and property from the public place and replace and restore all portions of the public
3 place that may have been disturbed for any part of the bike-share program in as good condition
4 for public use as existed prior to installing the bike-share program and in at least as good
5 condition in all respects as the abutting portions of the public place as required by SDOT right-
6 of-way restoration standards.

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

14
15 Upon the Permittee's completion of removal and restoration in accordance with this
16 section, or upon the City's completion of the removal and restoration and the Permittee's
17 payment to the City for the City's removal and restoration costs, the Director shall then issue a
18 certification that the Permittee has fulfilled its removal and restoration obligations under this
19 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public
20 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the
21 Permittee from compliance with all or any of the Permittee's obligations under this section.

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23 Section 6. **Repairing, reconstructing, or relocating.** The bike-share program shall
24 remain the exclusive responsibility of the Permittee and the Permittee shall maintain the bike-
25 share program in good working order, including keeping the adjacent public place free of litter
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1 and debris, maintaining the bike-share facilities free of graffiti, and promptly repairing any
2 vandalism. The Permittee shall not install, reconstruct, or relocate the bike-share program except
3 in strict accordance with plans and specifications approved by the Director. The Director may, in
4 the Director's judgment, order the bike-share program reconstructed, removed, or relocated at
5 the Permittee's cost and expense because of: the deterioration or unsafe condition of the bike-
6 share program; the installation, construction, reconstruction, maintenance, operation, or repair of
7 any municipally-owned public utility or transportation-related facility; or for any other cause.
8

9 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
10 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
11 Director may order the bike-share program be closed or removed at the Permittee's expense if
12 the Director deems that the bike-share program has become unsafe or creates a risk of injury to
13 the public. If there is an immediate threat to the health or safety of the public, a notice to correct
14 is not required. In cases of emergencies, City personnel may be required to remove, relocate, or
15 temporarily abate a portion of the bike-share program without prior notice to the Permittee.
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17 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
18 permission granted, or closure or removal of the bike-share program, the Permittee shall remain
19 bound by all of its obligations under this ordinance until the Director has issued a certification
20 that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this
21 ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be
22 bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid
23 fees assessed under Section 17 of this ordinance.
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1 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
2 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
3 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
4 attorneys' fees, or damages of every kind and description arising out of or by reason of the bike-
5 share program or this ordinance, including but not limited to claims resulting from injury,
6 damage, or loss to the Permittee or the Permittee's property.

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8 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
9 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
10 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
11 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
12 or be suffered by any person or property including, without limitation, damage, death or injury to
13 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
14 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

15 (a) The existence, condition, construction, reconstruction, modification, maintenance,
16 operation, use, or removal of the bike-share program or any portion thereof, or the use,
17 occupation, or restoration of the public place or any portion thereof by the Permittee or any other
18 person or entity;

19 (b) Anything that has been done or may at any time be done by the Permittee by
20 reason of this ordinance; or

21 (c) The Permittee failing or refusing to strictly comply with every provision of this
22 ordinance; or arising out of or by reason of the bike-share program or this ordinance in any other
23 way.
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1 If any suit, action, or claim of the nature described above is filed, instituted, or begun
2 against the City, the Permittee shall upon notice from the City defend the City, with counsel
3 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
4 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
5 within 90 days after the action or suit has been finally determined, if determined adversely to the
6 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
7 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
8 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
9 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
10 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
11 contractors, or employees.
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13
14 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
15 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
16 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
17 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that
18 protects the Permittee and the City from claims and risks of loss from perils that can be insured
19 against under commercial general liability (CGL) insurance policies in conjunction with:
20

21 (a) Installation, construction, reconstruction, modification, operation, maintenance,
22 use, existence, or removal of the bike-share program or any portion thereof, as well as
23 restoration of any disturbed areas of the public place in connection with removal of the bike-
24 share program;
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1 (b) The Permittee's activity upon or the use or occupation of the public place
2 described in Section 1 of this ordinance; and

3 (c) Claims and risks in connection with activities performed by the Permittee by
4 virtue of the permission granted by this ordinance.

5 Minimum insurance requirements are CGL insurance written on an occurrence form at least as
6 broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to
7 be placed with an insurer admitted and licensed to conduct business in Washington State or with
8 a surplus lines carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other
9 insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to
10 approval by the City's Risk Manager.
11

12 If the Permittee contracts with a vendor to operate the entire bike-share program, the
13 minimum limits of liability maintained by the Permittee shall be \$3,000,000 per Occurrence;
14 \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate,
15 including Premises Operation; Personal/Advertising Injury; Contractual Liability. Coverage shall
16 include the "City of Seattle, its officers, officials, employees and agents" as additional insureds
17 for primary and non-contributory limits of liability subject to a Separation of Insureds clause.
18

19 If the Permittee does not contract with a vendor and operates the entire bike-share
20 program, or if a vendor operates the entire bike-share program, the minimum limits of liability
21 maintained by the Permittee or vendor shall be \$6,500,000 per Occurrence; \$6,500,000 General
22 Aggregate; \$6,500,000 Products/Completed Operations Aggregate, including Premises
23 Operation; Personal/Advertising Injury; Contractual Liability. Coverage shall include the "City
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1 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and
2 non-contributory limits of liability subject to a Separation of Insureds clause.

3 Within 60 days after the effective date of this ordinance, the Permittee shall provide to
4 the City, or cause to be provided, certification of insurance coverage including an actual copy of
5 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement
6 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to
7 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall
8 provide a certified complete copy of the insurance policy to the City promptly upon request.
9

10 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
11 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
12 approved in writing by the City’s Risk Manager. The letter of certification must provide all
13 information required by the City’s Risk Manager and document, to the satisfaction of the City’s
14 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
15 force. After a self-insurance certification is approved, the City may from time to time
16 subsequently require updated or additional information. The approved self-insured Permittee
17 must provide 30 days prior notice of any cancellation or material adverse financial condition of
18 its self-insurance program. The City may at any time revoke approval of self-insurance and
19 require the Permittee to obtain and maintain insurance as specified in this ordinance.
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22 In the event that the Permittee assigns or transfers the permission granted by this
23 ordinance, the Permittee shall maintain in effect the insurance required under this section until
24 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.
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1 Section 11. **Third-party contract provisions.** The Permittee shall submit to the Director
2 a copy of all contracts that the Permittee enters into with a contractor or vendor to provide bike-
3 share services. The contract shall include provisions that the contractor or vendor:

4 (a) Obtain liability insurance naming the City as an additional insured in an amount
5 and form as approved by the City's Risk Manager according to Section 10 of this ordinance; and

6 (b) Provide the Director with an annual certificate of insurance; and

7 (c) Indemnify the City, in a form approved by the City, against all claims or damages
8 arising from the use or operation of the bike-share station, bicycles, or any other bike-share
9 equipment the vendor provides under contract with the Permittee.
10

11 All required documents shall be submitted, or caused to be submitted, by the Permittee to the
12 Director within 60 days of the effective date of this ordinance.
13

14 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
15 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
16 executed by a surety company authorized and qualified to do business in the State of Washington
17 that is in the amount of \$3,500 per bike-share station proposed to be installed in the public place
18 in the coming year, and conditioned upon a requirement that the Permittee shall comply with
19 Sections 5, 6, and 7 of this ordinance. A bond renewed on an annual basis is acceptable,
20 however, the Permittee shall ensure that the bond remains in effect until the Director has issued a
21 certification that the Permittee has fulfilled its removal and restoration obligations under Section
22 5 of this ordinance. The bond amount shall be adjusted annually based on the total number of
23 bike stations currently installed and to be installed in the coming year. If the City receives notice
24 that the bond will be cancelled or not renewed by the surety, then prior to the effective
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1 cancellation date of the bond, Permittee shall either: 1) provide the City with a replacement bond
2 or other security acceptable to the City, or remove all stations and restore all public areas in the
3 condition required under Section 5. An irrevocable letter of credit approved by the Director in
4 consultation with the City Attorney's Office may be substituted for the bond. In the event that
5 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
6 maintain in effect the bond or letter of credit required under this section until the Director has
7 approved the assignment or transfer pursuant to Section 14 of this ordinance.
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9 Section 13. **Adjusting insurance or bond requirements.** The Director may adjust
10 minimum liability insurance levels or surety bond requirements during the term of this
11 permission. If the Director determines that an adjustment is necessary to fully protect the
12 interests of the City, the Director shall notify the Permittee or vendor supplying any bike-share
13 program elements to the Permittee of the new requirements in writing. The Permittee or vendor
14 shall, within 60 days of the date of the notice, provide proof of the adjusted insurance or surety
15 bond levels to the Director.
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17 Section 14. **Consent for and conditions of assignment or transfer.** The permission
18 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the
19 Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's
20 consent, which the Director shall not unreasonably refuse. The Director may approve assignment
21 or transfer of the permission granted by this ordinance to a successor entity only if the successor
22 or assignee has accepted in writing all of the terms and conditions of the permission granted by
23 this ordinance; has provided, at the time of the acceptance, the bond and certification of
24 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of
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1 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
2 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
3 assigns. Any person or entity seeking approval for an assignment or transfer of the permission
4 granted by this ordinance shall provide the Director with a complete description of the current
5 bike-share program that includes all stations and related infrastructure serving the program, and
6 all known or potential bike-share expansion plans.

7
8 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
9 successor provision, pay the City the amounts charged by the City to inspect the bike-share
10 program during installation, construction, reconstruction, repair, annual safety inspections, and at
11 other times deemed necessary by the City. An inspection or approval of the bike-share program by
12 the City shall not be construed as a representation, warranty, or assurance to the Permittee or any
13 other person as to the safety, soundness, or condition of the bike-share program. Any failure by the
14 City to require correction of any defect or condition shall not in any way limit the responsibility or
15 liability of the Permittee.

16
17 Section 16. **Reporting.** The Permittee shall submit to the Director, or to SDOT at an
18 address specified by the Director, an annual report that:

19
20 (a) Describes the physical locations and provides photo documentation of the
21 condition of all bike-share program elements;

22 (b) Describes any major damages or repairs made to any element of the bike-share
23 program in the prior year; and
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1 (c) Quantifies maintenance complaints and summarizes the type of maintenance
2 complaints received in the prior year, and quantifies the turn-around time for resolving the
3 complaints received in the prior year.

4 A report meeting the foregoing requirements shall be submitted before the expiration of the first
5 year of the term; subsequent reports shall be submitted annually within 30 days prior to the
6 anniversary date of the last inspection report. The Director may, however, in the event of a
7 natural disaster or other event that may have damaged the bike-share program, require that
8 additional reports be submitted by a date established by the Director. The Permittee has the duty
9 of inspecting and maintaining the bike-share program. The responsibility to submit inspection
10 reports annually or as required by the Director does not waive or alter any of the Permittee's
11 other obligations under this ordinance. The receipt of any reports by the Director shall not create
12 any duties on the part of the Director. Any failure by the Director to require a report, or to
13 require action after receipt of any report, shall not waive or limit the obligations of the Permittee.
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16 In addition to the annual inspection report, the Permittee shall submit location
17 coordinates of all bike-program elements located in the public place on a quarterly basis.

18 Section 17. **Annual fee.** In consideration of the bike-share program serving a beneficial
19 transportation function, the annual fee shall be based on the estimated cost for SDOT to
20 administer the program term permit. Beginning on August 1, 2014, and annually thereafter, the
21 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an
22 annual fee of \$3,440, and adjusted annually based on the actual costs incurred by the City to
23 administer the program term permit. This annual fee is based on the \$172 hourly rate established
24 by the current SDOT Street Use Permit Fee Schedule and may be adjusted according to
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1 subsequent Council-authorized fee schedule amendments. All payments shall be made to the
2 City Finance Director for credit to the Transportation Operating Fund.

3 It is the responsibility of the Permittee to obtain, or cause to be obtained by all
4 contractors or vendors, all necessary City permits for installing, removing, maintaining, or
5 relocating any element of the bike-share program in the public place and pay all related City
6 permit fees. The Permittee or vendor shall not install, remove, or relocate any element of the
7 bike-share program or impair the mobility of the adjacent public place during maintenance
8 activities without first securing a Street Use permit to do the work in the public place. Individual
9 site permits shall be reviewed and issued under a type 54, Miscellaneous Uses for Use of Public
10 Place according to SMC 15.04.100, Street Use permit based on the current SDOT Street Use
11 Permit Fee Schedule for all proposed new or relocation site requests. Any revisions, omissions,
12 or additions to the scope of work authorized under a permit shall be reviewed and approved by
13 the SDOT prior to implementation. If any ground-disturbance activity or removal of existing
14 City infrastructure is required to accommodate the site request, additional review and permitting
15 may be required.

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18 Section 18. **Compliance with City standards and other laws.** Permittee shall install,
19 maintain, and operate the bike-share program in compliance with all applicable federal, state,
20 County and City laws and regulations. Without limitation, in all matters pertaining to the bike-
21 share program, the Permittee shall comply with the City's laws prohibiting discrimination in
22 employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter
23 14.04, and Fair Contracting Practices code, Chapter 14.10 (or successor provisions).
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1 The Permittee shall site and operate the bike-share program in compliance with the
2 Right-of-Way Improvements Manual, the Traffic Control Manual for In-Street Work, and all
3 other City Standard Specifications. SDOT may prepare siting guidelines compiling existing
4 established City standards in order to help facilitate the review of individual station site
5 applications.

6 All bike-share program signs located in the public place shall conform with the Sign
7 Code, SMC Chapter 23.55.

8
9 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
10 Director its written signed acceptance of the terms of this ordinance within 60 days after the
11 effective date of this ordinance. The Director shall file the written acceptance with the City
12 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
13 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
14 and forfeited. The Permittee shall not install or operate any bike-share program element prior to
15 the Permittee delivering its written signed acceptance of the terms of this ordinance and
16 providing the bond and certification of insurance coverage required by this ordinance as well as
17 the vendor documents required by Section 11 of this ordinance.
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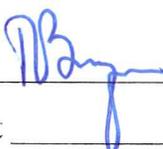
19
20 Section 20. **Ordinance obligations bind subsequent Permittees.** The obligations and
21 conditions imposed on the Permittee by this ordinance bind the Permittees' heirs, successors, and
22 assigns regardless of whether the Director has approved an assignment or transfer of the
23 permission granted by this ordinance.

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25 Section 21. **Section titles.** Section titles are for convenient reference only and do not
26 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
2 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 Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 15th day of June, 2014, and
5 signed by me in open session in authentication of its passage this
6 16th day of June, 2014.

7
8 
9 President _____ of the City Council

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11 Approved by me this 23 day of June, 2014.

12
13 
14 Edward B. Murray, Mayor

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16 Filed by me this 24th day of June, 2014.

17 
18 Monica Martinez Simmons, City Clerk

19 (Seal)

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	Angela Steel/684-5967	Doug Palmer/684-5266

Legislation Title: AN ORDINANCE granting Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, permission to install, maintain, and operate a bike-share program in public places located within: Major Institution Overlay Districts, designated Urban Centers, Urban Villages, and all commercially- or industrially-zoned areas in the City of Seattle; 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 grants Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, permission to install, maintain, and operate a bike share program in public places located within Major Institute Overlay Districts, designated Urban Centers, Urban Villages, and all commercially- or industrial-zoned areas in the City of Seattle.

This permit is for a ten-year term, renewable for two successive ten-year terms. The legislation has an insurance and bond provision as recommended by the City's Risk Manager, specifies the conditions under which authorization is granted, and provides for acceptance of the permit and conditions.

The ordinance requires Puget Sound Bike Share to pay the City an annual fee beginning on August 1, 2014, and annually thereafter. The \$3,440 annual fee is to cover the costs of administering the bike-share term permit. The fee is based on approximately 20 hours of SDOT administration time at the \$172 hourly rate that is established by the current SDOT Street Use Permit Fee Schedule. The fee may be adjusted accordingly in future years.

Background:

By Resolution 31468, the City granted conceptual approval for the Puget Sound Bike Share to install, maintain, and operate a bike share program in public places located within Major Institute Overlay Districts, designated Urban Centers and Urban Villages, and abutting commercially- or industrial-zoned parcels lying between these areas.

X **This legislation has financial implications.**

Appropriations: N/A



Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2014 Revenue	2015 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee-	\$3,440	TBD
TOTAL			\$3,440	TBD

The annual fee is based on the estimated cost for SDOT to administer the program term permit. This fee is based on the \$172 hourly rate established by the current SDOT Street Use Permit Fee Schedule and can be adjusted annually based on Council-approved amendments to the fee schedule or as an adjustment to fully cover SDOT's costs to administer the term permit.

Revenue/Reimbursement Notes: N/A

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

Do positions sunset in the future? No

Spending/Cash Flow: N/A

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
 There may be financial implications if bike-share stations are placed in paid parking spaces. At this time, however, bike-share station locations are still to be determined.
- 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 \$3,440. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis.
- 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? No.

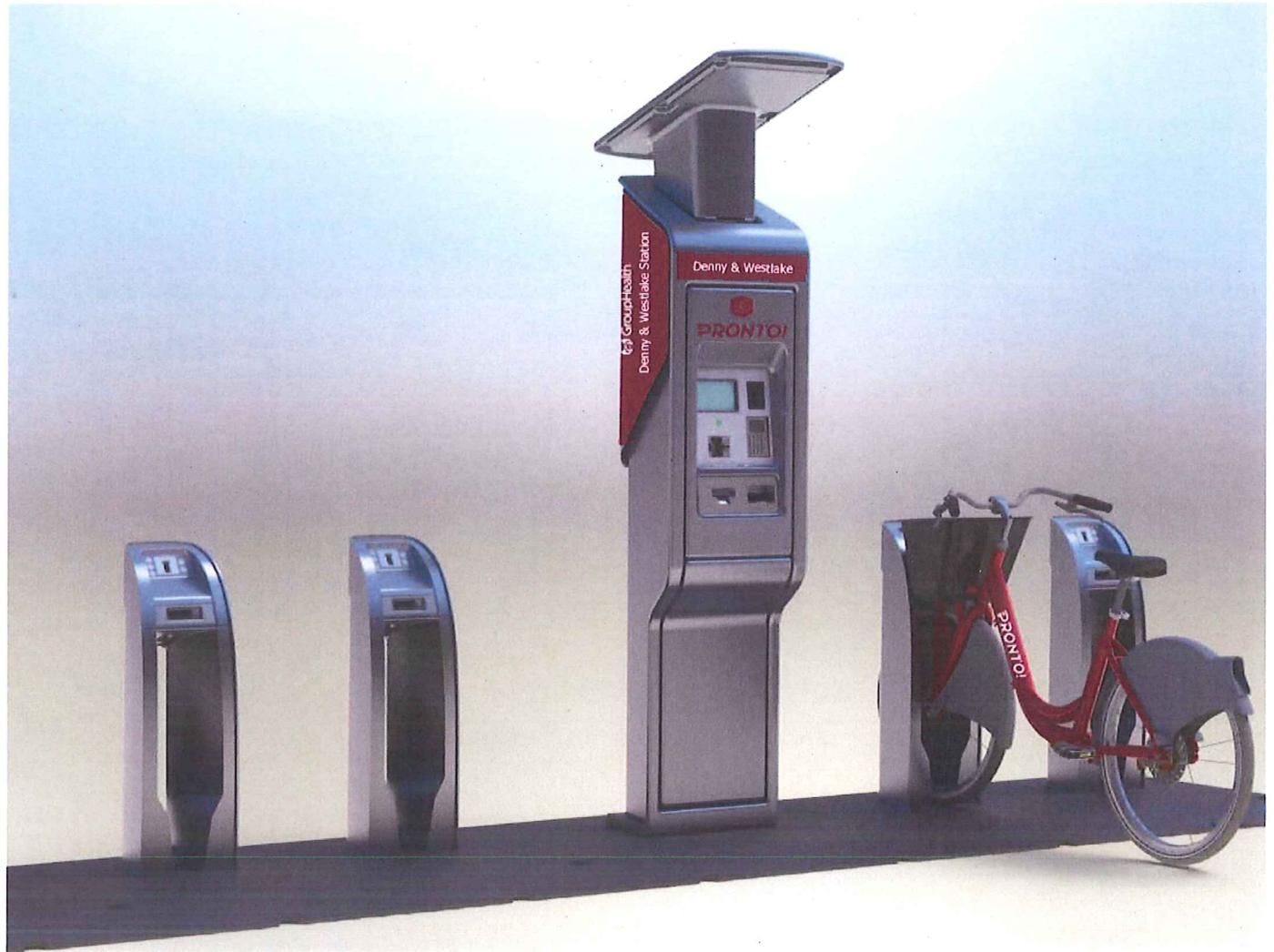
h) Other Issues:

None.

List attachments to the fiscal note below:

Attachment A - Depictions of Bike-Share Stations

Attachment A – Depictions of Bike-Share Stations



Graphic examples of station design; does not represent branding and color scheme to be proposed by Puget Sound Bike Share.







City of Seattle
Edward B. Murray
Mayor

May 20, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to submit the attached proposed Council Bill that will grant Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, permission to install, maintain, and operate a bike share program in public places located within: Major Institute Overlay Districts, designated Urban Centers, Urban Villages, and all commercially- or industrially- areas in the City of Seattle.

The bike-share program is an important part of the City's Bicycle Master Plan. The program will provide another travel option for the public that increases the number of people riding bicycles and provides the city with a powerful resource to lower the barrier to entry for bicycling. The automated public bike-rental service consists of modular bike-share stations with docks for bicycles, payment kiosks, helmet-vending kiosks, and wayfinding signage in order to provide a low-cost and convenient transportation alternative.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Edward B. Murray".

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



STATE OF WASHINGTON -- KING COUNTY

--SS.

313302

No.

CITY OF SEATTLE, CLERKS OFFICE

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.

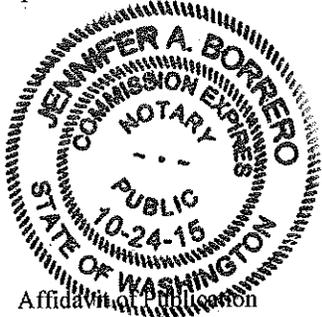
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124499-124508 TITLE

was published on

07/11/14

The amount of the fee charged for the foregoing publication is the sum of \$179.40 which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on
07/11/2014
[Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on June 16, 2014, 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. 124499

AN ORDINANCE relating to a skybridge over and across Marion Street, east of Minor Avenue; amending Ordinance 121490, as amended by Ordinance 121855; updating the insurance and bond requirements; amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Swedish Health Services; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124500

AN ORDINANCE vacating a portion of Terry Avenue North, on the petition of the Seattle Department of Parks and Recreation (Clerk File 310009); designating the vacated portion of Terry Avenue North and Westlake Avenue North as an addition to Lake Union Park, and placing it under jurisdiction of the Department of Parks and Recreation.

ORDINANCE NO. 124501

AN ORDINANCE relating to historic preservation, imposing controls upon 777 Thomas Street, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

ORDINANCE NO. 124502

AN ORDINANCE relating to historic preservation, imposing controls upon the Judge Ronald House, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

ORDINANCE NO. 124503

AN ORDINANCE relating to land use and zoning; amending Sections 23.41.012, 23.47A.005, 23.73.002, 23.73.005, 23.73.006, 23.73.008, 23.73.009, 23.73.010, 23.73.012, 23.73.014, 23.73.024, 23.84A.006, 23.86.026 and 23.86.028, and adding a new Section 23.73.015 to the Seattle Municipal Code to strengthen measures for maintaining and enhancing the character of the Pike/Pine neighborhood by addressing the bulk and scale of new development and the use of incentives for retaining character structures, clarifying and strengthening provisions for retaining character structures, removing restrictions on non-residential uses under certain conditions, and making corrections.

ORDINANCE NO. 124504

AN ORDINANCE granting Port of Seattle permission to construct, maintain, and operate a private roadway and electrical utilities; on a portion of South Dakota Street and East Marginal Way South, as part of the Argo Yard Truck Roadway Project; 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. 124505

AN ORDINANCE relating to a lease agreement for office space; authorizing the Director of Finance and Administrative Services to enter into a lease agreement with 720 3rd Avenue Partners, L.L.C. for office space in the Pacific Building, for use by the Office of Professional Accountability; amending Ordinance 124349 that adopted the 2014 Budget to increase appropriations to provide for necessary costs and expenses related to preparing the leased premises for City use and occupancy; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

ORDINANCE NO. 124506

AN ORDINANCE granting Puget Sound Bike Share, d.b.a. Pronto! Emerald City Cycle Share, permission to install, maintain, and operate a bike-share program in public places located within Major Institution Overlay Districts, designated Urban Centers, Urban Villages, and all commercially or industrially-zoned areas in the City of Seattle; 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. 124507

AN ORDINANCE relating to City employment, to be known as the 2014 Seattle City Light General Manager/Chief Executive Officer Pay Zone Ordinance; adjusting the pay zone structure for the City's SCL GM/CEO Compensation Program for the year 2014.

ORDINANCE NO. 124508

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

Date of publication in the Seattle Daily Journal of Commerce, July 11, 2014.

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