



SEATTLE CITY COUNCIL

Legislative Summary

CB 118796

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Title: AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry 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.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/23/2016	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/23/2016	sent for review	Council President's Office			
	Action Text:		The Council Bill (CB) was sent for review. to the Council President's Office				
	Notes:						
1	Council President's Office	09/01/2016	sent for review	Sustainability and Transportation Committee			
	Action Text:		The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee				
	Notes:						
1	Full Council	09/12/2016	referred	Sustainability and Transportation Committee			

CITY OF SEATTLE

ORDINANCE 125142

COUNCIL BILL 118796

AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry 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.

WHEREAS, Swedish Health Services (“Swedish”) has applied for permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and

WHEREAS, the new skybridge will provide a connection for patients, staff, physicians, and visitors from the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue (“Block 95”) to the existing South Tower on the corner of Minor Street and Cherry Street, and the skybridge will also provide a connection for sensitive hospital equipment between the two buildings; and

WHEREAS, the Seattle Design Commission recommended approval of the proposed skybridge and public benefit mitigation elements, including a garden located at the intersection of Minor Avenue and Columbia Street, curated public art for the garden, an art element on the skybridge, intersection and sidewalk improvements at Minor Avenue and Columbia Street, and right-of-way improvements along Minor Avenue between Cherry Street and Columbia Street, including new paving, curbs, sidewalk, curb ramps, landscaping, and pedestrian-scale lighting. The Seattle Design Commission placed as a condition on the recommendation that Swedish Health Services include Seattle Design Commission

1 members on the Swedish Public Art Advisory Committee’s review of artist proposals for
2 the skybridge; and

3 WHEREAS, Swedish Health Services petitioned the Seattle City Council to vacate the alley on
4 the block between Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue,
5 under Clerk File 314304, to consolidate all of the parcels on this block and allow for the
6 construction of a central support facility and medical office tower; and

7 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
8 pedestrian skybridge to legally occupy a portion of the right-of-way over and across
9 Minor Avenue between Columbia Street and Cherry Street; NOW, THEREFORE,

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

11 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
12 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to Swedish
13 Health Services, and its successors and assigns as approved by the Director of the Seattle
14 Department of Transportation (“Director”) according to Section 14 of this ordinance (the party
15 named above and each such approved successor and assign are referred to as “Permittee”), to
16 construct, maintain, and operate a pedestrian skybridge, including all related appurtenances
17 (“pedestrian skybridge”) over and across Minor Avenue, between Columbia Street and Cherry
18 Street, adjacent in whole or in part to the property legally described as:

19 PARCEL 12

20 LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 95, TERRY’S SECOND ADDITION TO
21 THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN
22 VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON.

23 PARCEL 13

24 LOTS 6 AND 7, BLOCK 95, TERRY’S SECOND ADDITION TO THE TOWN OF
25 SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
26 PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

1 PARCEL 14
2 LOT 8, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE,
3 ACCORDED TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87,
4 IN KING COUNTY, WASHINGTON.

5 TOGETHER WITH:
6 BLOCK 95, TERRY'S SECOND ADDITION TO THE CITY OF SEATTLE,
7 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87,
8 RECORDS OF KING COUNTY, WASHINGTON; CONTAINING AN AREA OF 3,841
9 SQUARE FEET OR .0882 ACRES, MORE OR LESS; SITUATE IN THE CITY OF
10 SEATTLE, KING COUNTY, WASHINGTON.

11 PARCEL 1
12 LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 120, A.A. DENNY'S BROADWAY
13 ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF
14 RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON.

15 TOGETHER WITH VACATED ALLEY IN SAID BLOCK 120, AS DESCRIBED AND
16 VACATED UNDER ORDINANCE NUMBER 53208 IN THE CITY OF SEATTLE;

17 AND TOGETHER WITH THE SOUTHWESTERLY HALF OF VACATED SUMMIT
18 AVE ADJACENT TO SAID BLOCK, LYING SOUTHEASTERLY OF THE SOUTHEAST
19 LINE OF COLUMBIA STREET, AS DESCRIBED AND VACATED UNDER ORDINANCE
20 NUMBER 89570 OF THE CITY OF SEATTLE;

21 AND THAT PORTION OF COLUMBIA STREET AND OF SUMMIT AVENUE AS
22 VACATED UNDER ORDINANCE NUMBER 101585 OF THE CITY OF SEATTLE, AND
23 DESCRIBED AS FOLLOWS:

24 BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK 8, BLOCK 131,
25 A.A. DENNY'S BROADWAY ADDITION, ACCORDING TO THE PLAT THEREOF
26 RECORDED IN VOLUME 6 OF PLATE, PAGE 40, IN KING COUNTY, WASHINGTON;
27 THENCE SOUTH 59°22'43" WEST ALONG THE NORTHWESTERLY LINE OF
28 COLUMBIA STREET TO THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 120,
29 SAID ADDITION; THENCE SOUTH 30°35'29" EAST ALONG THE PRODUCTION OF THE
30 SOUTHWESTERLY LINE OF SAID LOT, 66 FEET TO THE MOST WESTERLY CORNER
31 OF BLOCK 101, TERRY'S SECOND ADDITION, ACCORDING TO THE PLAT THEREOF
32 RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;
33 THENCE NORTH 59°22'43" EAST ALONG NORTHWESTERLY LINE OF SAID BLOCK
34 TO THE MOST NORTHERLY CORNER THEREOF, THENCE NORTH 30°37'02" WEST
35 ALONG THE PRODUCTION OF THE NORTHEASTERLY LINE OF SAID BLOCK 1.012
36 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHERLY, AND
37 NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 66
38 FEET, A DISTANCE OF 103.66 FEET TO A POINT OF TANGENCY ON THE
39 NORTHWESTERLY LINE OF COLUMBIA STREET, SAID POINT BEING THE
40 BEGINNING;

1 LOTS 1, 2, 3, AND 4, BLOCK 101, TERRY'S SECOND ADDITION TO THE TOWN
2 OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
3 PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;

4 TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS IN BLOCK
5 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 5956 OF THE
6 CITY OF SEATTLE;

7 EXCEPT THAT PORTION OF SAID LOTS 3 AND 4 AND VACATED ALLEY
8 CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING
9 NUMBER 7211170618;

10 TOGETHER WITH THE NORTHWESTERLY HALF OF VACATED PUBLIC
11 WALKWAY IN SAID BLOCK 101, AS DESCRIBED AND VACATED UNDER
12 ORDINANCE NUMBER 110712 OF THE CITY OF SEATTLE

13 for the purposes of providing a pedestrian connection for patients, staff, physicians, visitors, and
14 the movement-sensitive hospital equipment between the existing South Tower and the new
15 building at Block 95.

16 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
17 on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.
18 Upon written application made by the Permittee at least 180 days before expiration of the term,
19 the Director or the City Council may renew the permit twice, each time for a successive ten-year
20 term, subject to the right of the City to require the removal of the pedestrian skybridge or to
21 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.
22 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee
23 shall submit any application for a new permission no later than 180 days prior to the expiration
24 of the then-existing term.

25 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
26 bearing the expense of any protection, support, or relocation of existing utilities deemed
27 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
28 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of

1 the pedestrian skybridge and for any consequential damages that may result from any damage to
2 utilities or interruption in service caused by any of the foregoing.

3 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
4 of the street right-of-way or other public place (collectively, “public place”) by the City and the
5 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
6 the right to deny renewal of or terminate the permission at any time prior to expiration of the
7 initial term or any renewal term, and require the Permittee to remove the pedestrian skybridge, or
8 any part thereof or installation on the public place, at the Permittee’s sole cost and expense, in
9 the event that:

10 (a) the City Council determines by ordinance that the space occupied by the
11 pedestrian skybridge is necessary for any public use or benefit or that the pedestrian skybridge
12 interferes with any public use or benefit; or

13 (b) the Director determines that use of the pedestrian skybridge has been abandoned;
14 or

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

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

22 Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is
23 not renewed at the expiration of a term, or if the permission expires without an application for a

1 new permission being granted, or if the City terminates the permission, then within 90 days after
2 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
3 or order requiring removal of the pedestrian skybridge, the Permittee shall, at its own expense,
4 remove the pedestrian skybridge and all of the Permittee's equipment and property from the
5 public place and replace and restore all portions of the public place that may have been disturbed
6 for any part of the pedestrian skybridge in as good condition for public use as existed prior to
7 construction of the pedestrian skybridge and in at least as good condition in all respects as the
8 abutting portions of the public place as required by Seattle Department of Transportation
9 (SDOT) right-of-way restoration standards.

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

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

1 Section 6. **Repair or reconstruction.** The pedestrian skybridge shall remain the
2 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
3 skybridge in good and safe condition for the protection of the public. The Permittee shall not
4 reconstruct or repair the pedestrian skybridge except in strict accordance with plans and
5 specifications approved by the Director. The Director may, in the Director's judgment, order the
6 pedestrian skybridge reconstructed or repaired at the Permittee's cost and expense because of:
7 the deterioration or unsafe condition of the pedestrian skybridge; the installation, construction,
8 reconstruction, maintenance, operation, or repair of any municipally owned public utilities; or
9 any other cause.

10 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
11 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
12 Director may order the pedestrian skybridge be closed or removed at the Permittee's expense if
13 the Director deems that the pedestrian skybridge has become unsafe or creates a risk of injury to
14 the public. If there is an immediate threat to the health or safety of the public, a notice to correct
15 is not required.

16 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
17 permission granted, or closure or removal of the pedestrian skybridge, the Permittee shall remain
18 bound by all of its obligations under this ordinance until the Director has issued a certification
19 that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this
20 ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be
21 bound by the obligations in Section 5 of this ordinance and shall remain liable for any unpaid
22 fees assessed under Section 17 of this ordinance.

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
5 pedestrian skybridge or this ordinance, including but not limited to claims resulting from injury,
6 damage, or loss to the Permittee or the Permittee's property.

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

14 (a) the existence, condition, construction, reconstruction, modification, maintenance,
15 operation, use, or removal of the pedestrian skybridge or any portion thereof, or the use,
16 occupation, or restoration of the public place or any portion thereof by the Permittee or any other
17 person or entity;

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

20 (c) the Permittee failing or refusing to strictly comply with every provision of this
21 ordinance; or arising out of or by reason of the pedestrian skybridge or this ordinance in any
22 other way.

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.

12 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
13 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
14 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
15 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that
16 protects the Permittee and the City from claims and risks of loss from perils that can be insured
17 against under commercial general liability (CGL) insurance policies in conjunction with:

- 18 (a) construction, reconstruction, modification, operation, maintenance, use, existence,
19 or removal of the pedestrian skybridge or any portion thereof, as well as restoration of any
20 disturbed areas of the public place in connection with removal of the pedestrian skybridge;
- 21 (b) the Permittee's activity upon or the use or occupation of the public place
22 described in Section 1 of this ordinance; and

1 (c) claims and risks in connection with activities performed by the Permittee by
2 virtue of the permission granted by this ordinance.

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

9 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General
10 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises
11 Operation; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City
12 of Seattle, its officers, officials, employees, and agents" as additional insureds for primary and
13 non-contributory limits of liability subject to a Separation of Insureds clause.

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

20 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
21 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
22 approved in writing by the City's Risk Manager. The letter of certification must provide all
23 information required by the City's Risk Manager and document, to the satisfaction of the City's

1 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
2 force. After a self-insurance certification is approved, the City may from time to time
3 subsequently require updated or additional information. The approved self-insured Permittee
4 must provide 30 days' prior notice of any cancellation or material adverse financial condition of
5 its self-insurance program. The City may at any time revoke approval of self-insurance and
6 require the Permittee to obtain and maintain insurance as specified in this ordinance.

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

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

17 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
18 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
19 executed by a surety company authorized and qualified to do business in the State of Washington
20 that is: in the amount of \$205,000, and conditioned with a requirement that the Permittee shall
21 comply with every provision of this ordinance and with every order the Director issues under this
22 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
23 a certification that the Permittee has fulfilled its removal and restoration obligations under

1 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
2 consultation with the City Attorney's Office may be substituted for the bond. In the event that
3 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
4 maintain in effect the bond or letter of credit required under this section until the Director has
5 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

12 Section 14. **Consent for and conditions of assignment or transfer.** The permission
13 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the
14 Permittee transfer, assign, mortgage, pledge, or encumber the same without the Director's
15 consent, which the Director shall not unreasonably refuse. The Director may approve assignment
16 or transfer of the permission granted by this ordinance to a successor entity only if the successor
17 or assignee has accepted in writing all of the terms and conditions of the permission granted by
18 this ordinance; has provided, at the time of the acceptance, the bond and certification of
19 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of
20 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
21 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
22 assigns. Any person or entity seeking approval for an assignment or transfer of the permission

1 granted by this ordinance shall provide the Director with a description of the current and
2 anticipated use of the pedestrian skybridge.

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

11 **Section 16. Inspection reports.** The Permittee shall submit to the Director, or to SDOT
12 at an address specified by the Director, an inspection report that:

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

19 A report meeting the foregoing requirements shall be submitted within 60 days after the
20 effective date of this ordinance; subsequent reports shall be submitted every two years, within 30
21 days prior to the anniversary date of the last inspection report. In the event of a natural disaster or
22 other event that may have damaged the pedestrian skybridge, the Director may require that
23 additional reports be submitted by a date established by the Director. The Permittee has the duty

1 of inspecting and maintaining the pedestrian skybridge. The responsibility to submit structural
2 inspection reports required by the Director does not waive or alter any of the Permittee's other
3 obligations under this ordinance. The receipt of any reports by the Director shall not create any
4 duties on the part of the Director. Any failure by the Director to require a report, or to require
5 action after receipt of any report, shall not waive or limit the obligations of the Permittee.

6 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
7 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
8 Director, an annual fee of \$13,474.93 or as adjusted annually thereafter, for the privileges
9 granted by this ordinance.

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

18 Section 18. **Compliance with other laws.** Permittee shall construct, maintain, and
19 operate the pedestrian skybridge in compliance with all applicable federal, state, County, and
20 City laws and regulations. Without limitation, in all matters pertaining to the skybridge, the
21 Permittee shall comply with the City's laws prohibiting discrimination in employment and
22 contracting including the Seattle Fair Employment Practices Ordinance, SMC Chapter 14.04;
23 and the Fair Contracting Practices Code, SMC Chapter 14.10 (or successor provisions).

1 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
2 Director its written signed acceptance of the terms of this ordinance within 60 days after the
3 effective date of this ordinance. The Director shall file the written acceptance with the City
4 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
5 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
6 and forfeited. The Permittee shall not commence construction of the skybridge prior to the
7 Permittee delivering its written signed acceptance of the terms of this ordinance and providing
8 the bond and certificate of insurance coverage required by this ordinance as well as the covenant
9 agreement required by Section 20 of this ordinance.

10 Section 20. **Obligations run with the Property.** The obligations and conditions imposed
11 on the Permittee by this ordinance are covenants that bind the Permittee's heirs, successors, and
12 assigns regardless of whether the Director has approved an assignment or transfer of the
13 permission granted by this ordinance. The Permittee shall, within 60 days of the effective date of
14 this ordinance, and prior to conveying any interest in the encroachments or improvements that
15 are the subject of this ordinance, deliver to the Director on a form supplied by the Director, a
16 covenant agreement imposing the obligations and conditions in this ordinance, signed and
17 acknowledged by the Permittee, and recorded with the King County Recorder's Office. The
18 Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement
19 shall reference this ordinance by its ordinance number.

20 Section 21. **Public benefit mitigation.** Permittee shall construct the following public
21 benefit mitigation within one year of the effective date of this ordinance:

22 a) A 3,200-square-foot garden located at the intersection of Minor Avenue and
23 Columbia Street;

1 b) Curated outdoor art located in the garden at the intersection of Minor Avenue
2 and Columbia Street;

3 c) Artwork element consistent with the final recommendation of the Swedish
4 Public Art Advisory Committee on the pedestrian skybridge that is visible from the street;

5 d) Intersection and sidewalk improvements at Minor Avenue and Columbia
6 Street, including a partially raised intersection, ADA accessible ramps, and crosswalk striping, to
7 enhance the pedestrian environment; and

8 e) Expanded pedestrian streetscape, including street paving, curb, sidewalk and
9 curb ramps, street trees, plantings, and pedestrian lighting on the east side of Minor Avenue
10 directly in front of the existing emergency department. Implementation of the art public benefit
11 features requires review of the Swedish Public Art Advisory Committee that includes members
12 from the Seattle Design Commission.

13 Section 22. **Section titles.** Section titles are for convenient reference only and do not
14 modify or limit the text of a section.

1 Section 23. 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 26th day of September, 2016,
5 and signed by me in open session in authentication of its passage this 26th day of
6 September, 2016.

7 

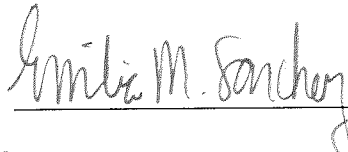
8 President _____ of the City Council

9 Approved by me this 29th day of September, 2016.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 29th day of September, 2016.

13 

14 for Monica Martinez Simmons, City Clerk

15 (Seal)