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CITY OF SEATTLE
ORDINANCE 127386
COUNCIL BILL 121022

AN ORDINANCE granting HST Lessee West Seattle LLC permission to continue maintaining and operating a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 109848 the City of Seattle (“City”) granted permission to the Washington Plaza Hotel to construct, maintain, and operate a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue; and

WHEREAS, ownership of the pedestrian skybridge was transferred from the Washington Plaza Hotel to The Seattle Westin Hotel Company and subsequently transferred to HST Lessee West Seattle LLC; and

WHEREAS, the permission authorized by Ordinance 109848 was amended by Resolution 28344 and Ordinance 118103 to allow for its extension, and the permission ended on January 1, 2011; and

WHEREAS, the obligations under Ordinance 109848, as amended by Resolution 28344 and Ordinance 118103, remain in effect after the ordinance term expires until the encroachment is removed, HST Lessee West Seattle LLC is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

WHEREAS, since the adoption of Ordinance 109848, the City has established a practice for the length of the permit to consist of one 15-year term, renewable for one successive 15-year term; and

1 WHEREAS, HST Lessee West Seattle LLC has applied for permission to continue maintaining
2 and operating the pedestrian skybridge and has satisfied all the terms of the original
3 authorizing ordinances as amended; and

4 WHEREAS, the purpose of the pedestrian skybridge is to provide a pedestrian connection
5 between the parking garage located at 2000 5th Avenue and the Seattle Westin Hotel at
6 1900 5th Avenue; and

7 WHEREAS, the Seattle Design Commission recommended approval of the existing skybridge;
8 and

9 WHEREAS, HST Lessee West Seattle LLC completed maintenance of the giant sequoia tree
10 between Olive Way, Stewart Street, and 4th Avenue as the public benefit mitigation; and

11 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
12 skybridge to legally occupy a portion of the public right-of-way or other public place;

13 NOW, THEREFORE,

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

15 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
16 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to HST Lessee
17 West Seattle LLC, and its successors and assigns as approved by the Director of the Seattle
18 Department of Transportation (“Director”) according to Section 14 of this ordinance (the party
19 named above and each such approved successor and assign is referred to as “Permittee”), to
20 continue maintaining and operating a pedestrian skybridge over and across Virginia Street,
21 between 5th Avenue and 6th Avenue. The pedestrian skybridge is adjacent in whole or in part to
22 the property legally described as:

23 Lots 5 and 6, Block 10, Addition to the Town of Seattle, as laid off by the Heirs of Sarah
24 A. Bell, deceased (commonly known as Heirs of Sarah A. Bell’s Addition to the City of

1 Seattle), according to the plat thereof recorded in Volume 1 of Plats, Page 103, records of
2 King County, Washington.

3 Section 2. **Term.** The permission granted to Permittee is for a term of 15 years starting on
4 the effective date of this ordinance, and ending at 11:59 p.m. on the last day of the fifteenth year.
5 Upon written application made by the Permittee at least one year prior to the expiration of the
6 term, the Director or the City Council may renew the permit once, for one successive 15-year
7 term, subject to the right of the City to require the removal of the pedestrian skybridge or to
8 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.
9 If no terms or conditions of this ordinance require amendment, the Director may administratively
10 approve renewal of the permit and extend the term by agreement without requiring City Council
11 approval. The total term of the permission, including renewals, shall not exceed 30 years.

12 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
13 bearing the expense of any protection, support, or relocation of existing utilities deemed
14 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
15 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
16 the pedestrian skybridge and for any consequential damages that may result from any damage to
17 utilities or interruption in service caused by any of the foregoing.

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

1 A. The City Council determines by ordinance that the space occupied by the pedestrian
2 skybridge is necessary for any public use or benefit or that the pedestrian skybridge interferes
3 with any public use or benefit; or

4 B. The Director determines that use of the pedestrian skybridge has been abandoned; or

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

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

12 Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is
13 not renewed at the expiration of a term, or if the permission expires without an application for a
14 new permission being granted, or if the City terminates the permission, then within 90 days after
15 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
16 or order requiring removal of the pedestrian skybridge, the Permittee shall, at its own expense,
17 remove the pedestrian skybridge and all of the Permittee’s equipment and property from the
18 public place and replace and restore all portions of the public place that may have been disturbed
19 for any part of the pedestrian skybridge in as good condition for public use as existed prior to
20 construction of the pedestrian skybridge and in at least as good condition in all respects as the
21 abutting portions of the public place as required by Seattle Department of Transportation
22 (SDOT) right-of-way restoration standards.

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

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

14 **Section 6. Repair or reconstruction.** The pedestrian skybridge shall remain the
15 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
16 skybridge in good and safe condition for the protection of the public. The Permittee shall not
17 reconstruct or repair the pedestrian skybridge except in strict accordance with plans and
18 specifications approved by the Director. The Director may, in the Director's judgment, order the
19 pedestrian skybridge reconstructed or repaired at the Permittee's cost and expense: because of
20 the deterioration of the pedestrian skybridge; because of the installation, construction,
21 reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or
22 for any other cause.

1 **Section 7. Failure to correct unsafe condition.** After written notice to the Permittee and
2 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
3 Director may order the pedestrian skybridge be removed at the Permittee’s expense if the
4 Director deems that the pedestrian skybridge creates a risk of injury to the public. If there is an
5 immediate threat to the health or safety of the public, a notice to correct is not required.

6 **Section 8. Continuing obligations.** Notwithstanding termination or expiration of the
7 permission granted, or removal of the pedestrian skybridge, the Permittee shall remain bound by
8 all of its obligations under this ordinance until the Director has issued a certification that the
9 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance,
10 or the Seattle City Council passes a new ordinance to renew the permission granted and/or
11 establish a new term. Notwithstanding the issuance of that certification, the Permittee shall
12 continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for
13 any unpaid fees assessed under Section 15 and Section 17 of this ordinance.

14 **Section 9. Release, hold harmless, indemnification, and duty to defend.** The
15 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
16 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
17 attorneys’ fees, or damages of every kind and description arising out of or by reason of the
18 pedestrian skybridge or this ordinance, including but not limited to claims resulting from injury,
19 damage, or loss to the Permittee or the Permittee’s property.

20 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
21 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
22 loss, costs, expense, attorneys’ fees, or damages of every kind and description, excepting only
23 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,

1 or be suffered by any person or property including, without limitation, damage, death or injury to
2 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
3 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

4 A. The existence, condition, construction, reconstruction, modification, maintenance,
5 operation, use, or removal of the pedestrian skybridge, or any portion thereof, or the use,
6 occupation, or restoration of the public place or any portion thereof by the Permittee or any other
7 person or entity;

8 B. Anything that has been done or may at any time be done by the Permittee by reason of
9 this ordinance; or

10 C. The Permittee failing or refusing to strictly comply with every provision of this
11 ordinance; or arising out of or by reason of the pedestrian skybridge or this ordinance in any
12 other way.

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

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

7 A. Construction, reconstruction, modification, operation, maintenance, use, existence, or
8 removal of the pedestrian skybridge, or any portion thereof, as well as restoration of any
9 disturbed areas of the public place in connection with removal of the pedestrian skybridge;

10 B. The Permittee’s activity upon or the use or occupation of the public place described in
11 Section 1 of this ordinance; and

12 C. Claims and risks in connection with activities performed by the Permittee by virtue of
13 the permission granted by this ordinance.

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

20 Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General
21 Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises
22 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City

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

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

22 Section 11. **Contractor insurance.** The Permittee shall contractually require that any and
23 all of its contractors performing work on any premises contemplated by this permit name the

1 “City of Seattle, its officers, officials, employees and agents” as additional insureds for primary
2 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
3 and/or self-insurance. The Permittee shall also include in all contract documents with its
4 contractors a third-party beneficiary provision extending to the City construction indemnities and
5 warranties granted to the Permittee.

6 **Section 12. Performance bond.** Within 60 days after the effective date of this ordinance,
7 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
8 executed by a surety company authorized and qualified to do business in the State of
9 Washington, in the amount of \$90,000 and conditioned with a requirement that the Permittee
10 shall comply with every provision of this ordinance and with every order the Director issues
11 under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director
12 has issued a certification that the Permittee has fulfilled its removal and restoration obligations
13 under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
14 consultation with the City Attorney’s Office may be substituted for the bond. In the event that
15 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
16 maintain in effect the bond or letter of credit required under this section until the Director has
17 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

1 Section 14. **Consent for and conditions of assignment or transfer.** When the Property
2 is transferred, the permission granted by this ordinance shall be assignable and transferable by
3 operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-
4 way constitutes the Permittee’s acceptance of the terms of this ordinance, and the new owner
5 shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a
6 transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge
7 or encumber the same without the Director’s consent, which the Director shall not unreasonably
8 refuse. The Director may approve assignment or transfer of the permission granted by this
9 ordinance to a successor entity only if the successor or assignee has provided, at the time of the
10 assignment or transfer, the bond and certification of insurance coverage required under this
11 ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon
12 the Director’s approval of an assignment or transfer, the rights and obligations conferred on the
13 Permittee by this ordinance shall be conferred on the successors and assigns. Any person or
14 entity seeking approval for an assignment or transfer of the permission granted by this ordinance
15 shall provide the Director with a description of the current and anticipated use of the pedestrian
16 skybridge.

17 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
18 successor provision, pay the City the amounts charged by the City to inspect the pedestrian
19 skybridge during construction, reconstruction, repair, annual safety inspections, and at other
20 times deemed necessary by the City. An inspection or approval of the pedestrian skybridge by
21 the City shall not be construed as a representation, warranty, or assurance to the Permittee or any
22 other person as to the safety, soundness, or condition of the pedestrian skybridge. Any failure by
23 the City to require correction of any defect or condition shall not in any way limit the

1 responsibility or liability of the Permittee. The Permittee shall pay the City the amounts charged
2 by the City to review the inspection reports required by Section 16 of this ordinance.

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

- 5 A. Describes the physical dimensions and condition of all load-bearing elements;
- 6 B. Describes any damages or possible repairs to any element of the pedestrian skybridge;
- 7 C. Prioritizes all repairs and establishes a timeframe for making repairs; and
- 8 D. Is stamped by a professional structural engineer licensed in the State of Washington.

9 A report meeting the foregoing requirements shall be submitted within 60 days after the
10 effective date of this ordinance; subsequent reports shall be submitted every two years, provided
11 that, in the event of a natural disaster or other event that may have damaged the pedestrian
12 skybridge, the Director may require that additional reports be submitted by a date established by
13 the Director. The Permittee has the duty of inspecting and maintaining the pedestrian skybridge.

14 The responsibility to submit structural inspection reports periodically or as required by the
15 Director does not waive or alter any of the Permittee's other obligations under this ordinance.

16 The receipt of any reports by the Director shall not create any duties on the part of the Director.

17 Any failure by the Director to require a report, or to require action after receipt of any report,
18 shall not waive or limit the obligations of the Permittee. The Permittee shall pay the City the
19 amounts charged by the City to review the inspection reports submitted by the Permittee.

20 Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee
21 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,
22 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use

1 and Occupation fee of \$69,052.50, or as adjusted annually thereafter, for the privileges granted
2 by this ordinance.

3 Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a
4 term permit fee schedule adopted by the City Council and may be made every year. In the
5 absence of a schedule, the Director may only increase or decrease the previous year's fee to
6 reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment
7 will be calculated by adjusting the previous year's fee by the percentage change between the two
8 most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-
9 Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall
10 pay any other applicable fees, including fees for reviewing applications to renew the permit after
11 expiration of the first term. All payments shall be made to the City Finance Director for credit to
12 the Transportation Fund.

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

19 Section 19. **Acceptance of terms and conditions.** The Permittee shall provide evidence
20 of insurance coverage required by Section 10 of this ordinance, the bond as required by Section
21 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within
22 60 days after the effective date of this ordinance. Continued occupation of the right-of-way
23 constitutes the Permittee's acceptance of the terms of this ordinance.

1 **Section 20. Obligations run with the Property.** The obligations and conditions imposed
2 on the Permittee by and through this ordinance are covenants that run with the land and bind
3 subsequent owners of the property adjacent to the pedestrian skybridge and legally described in
4 Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved
5 assignment or transfer of the permission granted herein to such subsequent owner(s). At the
6 request of the Director, the Permittee shall provide to the Director a current title report showing
7 the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee
8 shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in
9 the Property, deliver to the Director upon a form to be supplied by the Director, a covenant
10 agreement imposing the obligations and conditions set forth in this ordinance, signed and
11 acknowledged by the Permittee and any other owner(s) of the Property and recorded with the
12 King County Recorder’s Office. The Director shall file the recorded covenant agreement with the
13 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At
14 the request of the Director, Permittee shall cause encumbrances on the Property to be
15 subordinated to the covenant agreement.

16 **Section 21. Public benefit mitigation.** The Permittee performed maintenance on the
17 giant sequoia tree between Olive Way, Stewart Street, and 4th Avenue, including:

18 A. Changing the way the tree is irrigated to drip irrigation at the periphery of the root
19 zone to prevent oversaturation;

20 B. Improving soil conditions; and

21 C. Removing the holiday lighting that had damaged the tree and replacing with smaller
22 quantities of lighting for shorter periods of time.

1 **Section 22. Severability.** The provisions of this ordinance are declared to be separate and
2 severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of
3 this ordinance, or the invalidity of its application to any person or circumstance, does not affect
4 the validity of the remainder of this ordinance or the validity of its application to other persons or
5 circumstances.

6 **Section 23. Section titles.** Section titles are for convenient reference only and do not
7 modify or limit the text of a section.

1 Section 24. This ordinance shall take effect as provided by Seattle Municipal Code
2 Sections 1.04.020 and 1.04.070.

3 Passed by the City Council the 20th day of January, 2026,
4 and signed by me in open session in authentication of its passage this 20th day of
5 January, 2026.

6 
7 _____
President _____ of the City Council

8 Approved / returned unsigned / vetoed this 27th day of January, 2026.

9 
10 _____
Katie B. Wilson, Mayor

11 Filed by me this 27th day of January, 2026.

12 
13 _____
Scheereen Dedman, City Clerk

14 (Seal)