



Legislation Details (With Text)

File #:	CB 119745	Version:	2	Name:	CB 119745
Type:	Ordinance (Ord)	Status:	Passed	In control:	City Clerk
On agenda:	9/8/2020				
Final Action:	9/11/2020	Ord. No.	Ord 126158		
Title:	AN ORDINANCE granting the University of Washington (UW) permission to maintain and operate five existing pedestrian skybridges located around the perimeter of the UW campus as a Campus Pedestrian Skybridge Network, for a ten-year term; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.				
Sponsors:	Alex Pedersen				
Indexes:					
Attachments:	1. Summary and Fiscal Note, 2. Summary Att A – UW Skybridges Map, 3. Summary Att B – UW Skybridges Photos, 4. Summary Att C – UW Skybridge Fee Assessment, 5. Central Staff Memo with Amendment (August 19, 2020), 6. Central Staff Memo, 7. Presentation (added; 3/4/20), 8. Signed Ordinance 126158, 9. Affidavit of Publication				

Date	Ver.	Action By	Action	Result
9/11/2020	2	City Clerk	attested by City Clerk	
9/11/2020	2	Mayor	returned	
9/11/2020	2	Mayor	returned unsigned	
9/11/2020	2	City Clerk	submitted for Mayor's signature	
9/8/2020	2	City Council	passed	Pass
8/19/2020	1	Transportation and Utilities Committee	pass as amended	Pass
8/17/2020	1	City Council	re-referred	
8/10/2020	1	City Council	referred	
3/4/2020	2	Transportation and Utilities Committee	postponed	
2/18/2020	1	City Council	referred	
2/13/2020	1	Council President's Office	sent for review	
2/11/2020	1	City Clerk	sent for review	
2/11/2020	1	Mayor	Mayor's leg transmitted to Council	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting the University of Washington (UW) permission to maintain and operate five existing pedestrian skybridges located around the perimeter of the UW campus as a Campus Pedestrian

Skybridge Network, for a ten-year term; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, the University of Washington (UW) has applied for permission to maintain and operate five existing skybridges located over and across 15th Avenue Northeast, Montlake Boulevard, and Northeast Pacific Street as a “Campus Pedestrian Skybridge Network”; and

WHEREAS, the five existing skybridges were previously approved by Ordinance 109007, Ordinance 111250, Ordinance 118346, and Ordinance 118347; and

WHEREAS, the University of Washington is obligated to meet all of the terms and conditions in each approved ordinance, including payment of annual fees, maintenance, and bonding obligations until such time as the permits are renewed by ordinance, the skybridges are removed or the Seattle Department of Transportation Director certifies that the University of Washington is no longer obligated by the conditions contained in this or any other authorizing ordinance; and

WHEREAS, the permission granted in Ordinance 109007 expired in 2010, the permission granted in Ordinance 111250 expired in 2013, the permission granted in Ordinance 118346 expired in 2014, and the permission granted in Ordinance 118347 expired in 2013; and

WHEREAS, the City supports a joint permit for the Campus Pedestrian Skybridge Network and the least impactful installations in the public place, including the removal of the Campus Pedestrian Skybridge Network, or any individual pedestrian skybridge, in the future, if feasible; and

WHEREAS, currently the 15th Avenue Northeast Skybridge provides an east-west connection over 15th Avenue Northeast between the central campus and the Henry Art Gallery on the east and the UW Administration Building, Campus Parkway transit center, and adjacent businesses and residence halls on the west; the Pacific/Hitchcock Skybridge provides a north-south connection over Northeast Pacific Street between the Burke-Gilman Trail, central campus, and Kincaid Hall to the north and Hitchcock Hall on the south campus; the Pacific/T-Wing Skybridge provides a north-south connection over Northeast Pacific Street between the Burke-Gilman Trail and Garfield Lane of the central campus and

the Magnuson Health Sciences Center on the south campus; and the Montlake/Wahkiakum Skybridge and Montlake/Whatcom Skybridge provide east-west connections over Montlake Boulevard Northeast between the Burke-Gilman Trail on the central campus and the parking lots at the UW athletic complex; and

WHEREAS, the University of Washington presented the Campus Pedestrian Skybridge Network and proposed public benefit to the Seattle Design Commission on January 21, 2016. The Seattle Design Commission recommended approval of the Campus Pedestrian Skybridge Network and proposed public benefit mitigation, including the improvements to the Burke-Gilman Trail; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the five existing skybridges described above to legally occupy a portion of the 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 permit) to the University of Washington, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign are referred to as “Permittee”), to maintain and operate five existing pedestrian skybridges and related appurtenances, collectively referred to as the “Campus Pedestrian Skybridge Network,” specifically limited to the following:

- (a) 15th Avenue Northeast skybridge located over and across 15th Avenue Northeast, approximately 84 feet north of the centerline of Northeast Campus Parkway;
- (b) Pacific/Hitchcock skybridge located over and across Northeast Pacific Street, north of the Hitchcock Building, approximately 450 feet east of 15th Avenue Northeast;
- (c) Pacific/T-Wing skybridge located over and across Northeast Pacific Street, north of the Magnuson Health Sciences Center, approximately 1,250 feet west of Montlake Boulevard Northeast;

(d) Montlake/Wahkiakum skybridge located over and across Montlake Boulevard Northeast, north of the University of Washington track facilities, between Northeast Pacific Street and Northeast 45th Street; and

(e) Montlake/Whatcom skybridge located over and across Montlake Boulevard Northeast, north of the University of Washington sports fields, between Northeast Pacific Street and Northeast 45th Street.

Conditions of this ordinance shall apply retroactively to the expiration of the expired authorizing ordinances.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year. Upon written application made by the Permittee at least 180 days before expiration of the term, the Director or City Council may, as set forth in Section 3, renew the permit twice, each for a successive ten-year term, subject to the right of the City to require the removal of the Campus Pedestrian Skybridge Network, or any individual skybridge, or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission as originally granted, including renewals, shall not exceed 30 years.

Section 3. **Basis for renewal.** The Permittee shall provide to the City, by the end of the third year of the initial term, a copy of an Americans with Disability Act (ADA) Transition Plan for the University of Washington Seattle Campus that includes information regarding how student input was solicited and incorporated into the Plan. The Permittee shall provide to the City, by the end of the eighth year of the initial term, an analysis and evaluation of the necessity of all skybridge campus connections, with specific attention to the 15th Avenue Northeast and Pacific/Hitchcock bridge crossings; an evaluation and analysis of any feasible at-grade crossing alternatives to the Campus Pedestrian Skybridge Network; an evaluation and analysis of combining the Montlake/Wahkiakum and Montlake/Whatcom skybridges located over and across Montlake Boulevard Northeast into one pedestrian crossing; identify means to address Americans with Disabilities Act (ADA) compliance standards for all skybridges; and include a recommended timeline for addressing any proposed work. The Director, in reviewing the application for renewal, shall make the application decision

based on the Permittee's evaluation, analysis, and recommendations. If ADA accessibility for any of the skybridges is not feasible, but the Permittee has identified alternatives that would provide equivalent access, the Permittee should include that information with its analysis and evaluation. If the Director accepts the recommendations, or determines that additional modifications to or removal of the Campus Pedestrian Skybridge Network or any individual skybridge is required, the Permittee will be provided with a written determination and given a timeline for making the modifications or removals. Nothing in this section impairs the rights of the City Council and the Director under other sections of this ordinance, including to require removal of the Campus Pedestrian Skybridge Network, or any individual skybridge, pursuant to Section 5 of this ordinance.

Section 4. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the Campus Pedestrian Skybridge Network, or any individual skybridge, and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 5. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, "public place") by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the Campus Pedestrian Skybridge Network, or any individual skybridge, or any part thereof or installation on the public place, at the Permittee's sole cost and expense, in the event that:

(a) The City Council determines by ordinance that the space occupied by the Campus Pedestrian Skybridge Network, or any individual skybridge, or any portion of the entire Campus Pedestrian Skybridge Network is necessary for any public use or benefit or that any portion of the Campus Pedestrian Skybridge

Network, or any individual skybridge, interferes with any public use or benefit; or

(b) The Director determines that use of the Campus Pedestrian Skybridge Network, or any individual skybridge, has been abandoned; or

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

Should the City Council determine that the Campus Pedestrian Skybridge Network, or any individual skybridge, in whole or any portion thereof, is needed for or interferes with a public use or benefit, this determination is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 6. **Permittee's obligation to remove and restore.** If the permission granted expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the entire Campus Pedestrian Skybridge Network or any portion, or any individual skybridge, the Permittee shall, at its own expense, remove any portion, in whole or in part, of the Campus Pedestrian Skybridge Network, or any individual skybridge, and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the Campus Pedestrian Skybridge Network, or any individual skybridge, in as good condition for public use as existed prior to construction of the Campus Pedestrian Skybridge Network and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the Campus Pedestrian Skybridge Network, or any individual skybridge, as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision;

however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the Campus Pedestrian Skybridge Network, or any individual skybridge, and restore the public place at the Permittee's expense, and collect such expense in any manner provided by law.

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

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

Section 8. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order any portion of the Campus Pedestrian Skybridge Network, or any individual skybridge, be closed or removed at the Permittee's expense if the Director deems that any portion of the Campus Pedestrian Skybridge Network, or

any individual skybridge, has become unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 9. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or closure or removal of the Campus Pedestrian Skybridge Network, or any individual skybridge, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 6 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 10 of this ordinance and shall remain liable for any unpaid fees assessed under Section 15 or Section 17 of this ordinance.

Section 10. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of any portion of the Campus Pedestrian Skybridge Network, or any individual skybridge, or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

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

(a) The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the Campus Pedestrian Skybridge Network or any portion thereof, or the use, occupation, or

restoration of the public place or any portion thereof by the Permittee or any other person or entity;

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

(c) The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of any portion of the Campus Pedestrian Skybridge Network or this ordinance in any other way.

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

Section 11. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 6 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

(a) Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the Campus Pedestrian Skybridge Network or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of any portion of the Campus Pedestrian Skybridge Network;

(b) The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

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

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

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

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

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

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

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

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

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

Section 14. **Consent for and conditions of assignment or transfer.** The permission granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the Permittee transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has accepted in writing all of the terms and

conditions of the permission granted by this ordinance; has provided, at the time of the acceptance, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the Campus Pedestrian Skybridge Network, or any individual skybridge.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the Campus Pedestrian Skybridge Network or any portion thereof during reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the Campus Pedestrian Skybridge Network, or any individual skybridge, by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the Campus Pedestrian Skybridge Network, or any individual skybridge. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

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

- (a) Describes the physical dimensions and condition of all load-bearing elements;
- (b) Describes any damages or possible repairs to any element of the Campus Pedestrian Skybridge Network, or any individual skybridge;
- (c) Prioritizes all repairs and establishes a timeframe for making repairs; and
- (d) Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, within 30 days prior to the anniversary

date of the last inspection report; provided that, in the event of a natural disaster or other event that may have damaged the Campus Pedestrian Skybridge Network, or any individual skybridge, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the Campus Pedestrian Skybridge Network, or any individual skybridge. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee consistent with the Street Use fee schedule. This includes an issuance fee, annual renewal fee, and \$36,816.40 occupation fee, or as adjusted annually thereafter, for the privileges granted by this ordinance. The first year Annual Occupation Fee is for all five of the existing skybridges that currently comprise the Campus Pedestrian Skybridge Network. Individually, the first annual Occupation Fee for each skybridge is:

- (a) 15th Avenue Northeast skybridge is \$2,193.60;
- (b) Pacific/Hitchcock skybridge is \$3,345.60;
- (c) Pacific/T-Wing skybridge is \$26,254.80;
- (d) Montlake/Wahkiakum skybridge is \$2,803.20; and
- (e) Montlake/Whatcom skybridge is \$2,219.20.

If any of the existing skybridges are removed, the Annual Occupation Fee shall be adjusted accordingly.

Adjustments to the Annual Renewal and Occupation fees shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee

by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

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

Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the Director its written signed acceptance of the terms of this ordinance within 60 days after the effective date of this ordinance. The Director shall file the written acceptance with the City Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed and forfeited and the Permittee shall, at its own expense, remove the Campus Pedestrian Skybridge Network, or any individual skybridge, and all of the Permittee's equipment and property and replace and restore all portions of the public place as provided in Section 6 of this ordinance.

Section 20. **Public benefit mitigation.** In consideration of this ordinance, Permittee constructed improvements of a 1.8-mile segment of the Burke-Gilman Trail located between Pacific Street and Rainier Vista as the public benefit mitigation. These improvements include:

1. Widening the trail width from 14 feet to 21 feet;
2. Separating pedestrians and bike users;
3. Providing bicycle shelters and new trail furnishings;
4. Creating "mixing zones" to consolidate intersection points on the trail, including bicycle parking;

5. Replacing non-ADA compliant connections with universal access infrastructure, including ADA improvements at the Pacific/Hitchcock and Pacific/T-Wing skybridges;
6. Installing new transit plaza on Northeast Pacific Street, with improved security features;
7. Installing new vertical circulation between the trail and the overpass of Pacific Street and transit plaza;
8. Installing signalization and crosswalk improvements on 15th Avenue Northeast; and
9. Improving sightlines, lighting levels, and other principles of “Crime Prevention Through Environmental Design.”

Permittee shall maintain these elements in good and safe condition for as long as the Campus Pedestrian Skybridge Network, or any individual skybridge, is in place.

Section 21. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to the authority and in compliance with the conditions of this ordinance but prior to the effective date of the ordinance is ratified and confirmed.

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

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)