

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117677

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4 AN ORDINANCE granting Swedish Health Services permission to maintain and operate a
5 pedestrian skybridge over and across 16th Avenue, north of East Jefferson Street, for a
6 ten-year term, renewable for two successive ten-year terms; 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.

7 WHEREAS, by Ordinance 108036, the City of Seattle granted the Providence Medical Center
8 permission to construct, operate, and maintain a pedestrian skybridge over and across 16th
9 Avenue, north of East Jefferson Street, for a ten-year term, renewable for two successive
ten-year terms; and

10 WHEREAS, Ordinance 108036 was amended by Ordinances 117587, 119444, 121491, and
11 121855 and by Resolution 27881; and

12 WHEREAS, by Ordinance 121493, the permission authorized by Ordinance 108036 was
13 transferred to Swedish Health Services; and

14 WHEREAS, the permission authorized by Ordinance 108036 was renewed for two successive,
15 10-year terms by Resolution 27881 and Ordinance 119444 and terminated on September
26, 2008; and

16 WHEREAS, the Seattle Design Commission recommended approval of the skybridge and public
17 benefit installations on August 29, 2012; and

18 WHEREAS, the Swedish Health Services has submitted an application to the Seattle Department
19 of Transportation ("SDOT") Director to continue maintaining and operating the
pedestrian skybridge; NOW, THEREFORE,

20
21 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

22 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of
23 Seattle ("City") grants permission (also referred to in this ordinance as a permit) to Swedish
24 Health Services, and its successors and assigns as approved by the Director of the Seattle
25 Department of Transportation ("Director") according to Section 14 of this ordinance (the party
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1 named above and each such approved successor and assign is referred to as "Permittee"), to
2 maintain and operate a pedestrian skyridge ("skybridge") over and across 16th Avenue, north of
3 East Jefferson Street, adjacent in whole or in part to the property legally described as:

4 Revised Parcel B of City of Seattle Lot Boundary Adjustment No. 3003656, recorded
5 under Recording No. 20061101900006, in King County, Washington.
6

7 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
8 on September 27, 2008 and ending at 11:59 p.m. on September 26, 2018. Upon written
9 application made by the Permittee at least 180 days before expiration of the term, the Director or
10 the City Council may renew the permit twice, each time for a successive ten-year term, subject to
11 the right of the City to require the removal of the skybridge or to revise by ordinance any of the
12 terms and conditions of the permission granted by this ordinance. The total term of the
13 permission, including renewals, shall not exceed 30 years. The Permittee shall submit any
14 application for a new permission no later than 180 days prior to the expiration of the then-
15 existing term.
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18 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
19 bearing the expense of any protection, support, or relocation of existing utilities deemed
20 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
21 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
22 the skybridge and for any consequential damages that may result from any damage to utilities or
23 interruption in service caused by any of the foregoing.
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25 Section 4. **Removal for public use or for cause.** The permission granted is subject to
26 use of the street right-of-way or other public place (collectively, public place) by the City and the
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1 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
2 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
3 term or any renewal term, and require the Permittee to remove the skybridge, or any part thereof
4 or installation on the public place, at the Permittee's sole cost and expense in the event that:

- 5 (a) the City Council determines by ordinance that the space occupied by the
6 skybridge is necessary for any public use or benefit or that the skybridge interferes with
7 any public use or benefit; or
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9 (b) the Director determines that use of the skybridge has been abandoned; or
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11 (c) the Director determines that any term or condition of this ordinance has been
12 violated, and the violation has not been corrected by the Permittee by the compliance date
13 after a written request by the City to correct the violation (unless a notice to correct is not
14 required due to an immediate threat to the health or safety of the public).

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

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

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

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

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18 **Section 6. Repair or reconstruction.** The skybridge shall remain the exclusive
19 responsibility of the Permittee and the Permittee shall maintain the skybridge in good and safe
20 condition for the protection of the public. The Permittee shall not reconstruct or repair the
21 skybridge except in strict accordance with plans and specifications approved by the Director.
22 The Director may, in the Director's judgment, order the skybridge reconstructed or repaired at
23 the Permittee's cost and expense because of: the deterioration or unsafe condition of the
24 skybridge; the installation, construction, reconstruction, maintenance, operation, or repair of any
25 municipally-owned public utilities; or for any other cause.
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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 skybridge be closed or removed at the Permittee's expense if the Director
4 deems that the skybridge has become unsafe or creates a risk of injury to the public. If there is
5 an 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 closure or removal of the 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 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by
11 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed
12 under Section 17 of this ordinance.

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

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

3 (a) the existence, condition, construction, reconstruction, modification, maintenance,
4 operation, use, or removal of the skybridge or any portion thereof, or the use, occupation, or
5 restoration of the public place or any portion thereof by the Permittee or any other person or
6 entity;

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

10 (c) the Permittee failing or refusing to strictly comply with every provision of this
11 ordinance; or

12 (d) arising out of or by reason of the skybridge or this ordinance in any other way.

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

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- 8 (a) construction, reconstruction, modification, operation, maintenance, use, existence, or
9 removal of the skybridge or any portion thereof, as well as restoration of any
10 disturbed areas of the public place in connection with removal of the skybridge;
 - 11 (b) the Permittee's activity upon or the use or occupation of the public place described in
12 Section 1 of this ordinance; and
 - 13 (c) claims and risks in connection with activities performed by the Permittee by virtue of
14 the permission granted by this ordinance.
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16 Minimum insurance requirements are CGL insurance based on the Insurance Services Office
17 (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an
18 insurer admitted and licensed to conduct business in Washington State or with a surplus lines
19 carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other insurer or is
20 partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the
21 City's Risk Manager.
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23 Minimum limits of liability shall be \$2,000,000 each occurrence combined single limit
24 bodily injury and property damage, with \$4,000,000 annual aggregate. Coverage shall include
25 the "City of Seattle, its elected and appointed officers, officials, employees and agents" as
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1 additional insureds for primary and non-contributory limits of liability subject to a Separation of
2 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 the Department of Transportation (SDOT) at an address as the Director may specify in writing
8 from time to time. The Permittee shall provide a certified complete copy of the insurance policy
9 to the City promptly upon request.
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11 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
12 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
13 approved in writing by the City's Risk Manager. The letter of certification must provide all
14 information required by the City's Risk Manager and document, to the satisfaction of the City's
15 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
16 force. After a self-insurance certification is approved, the City may from time to time
17 subsequently require updated or additional information. The approved self-insured Permittee
18 must provide 30 days' prior notice of any cancellation or material adverse financial condition of
19 its self-insurance program. The City may at any time revoke approval of self-insurance and
20 require the Permittee to obtain and maintain insurance as specified in this ordinance.
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23 In the event that the Permittee assigns or transfers the permission granted by this
24 ordinance, the Permittee shall maintain in effect the insurance required under this section until
25 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.
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1 Section 11. **Contractor insurance.** The Permittee shall contractually require that any
2 and all of its contractors performing work on any premises contemplated by this permit name the
3 “City of Seattle, its elected and appointed officers, officials, employees and agents” as additional
4 insureds for primary and non-contributory limits of liability on all CGL, Automobile and
5 Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract
6 documents with its contractors a third-party beneficiary provision extending to the City
7 construction indemnities and warranties granted to the Permittee.
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9 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
10 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
11 executed by a surety company authorized and qualified to do business in the State of Washington
12 that is: in the amount of \$99,200, and conditioned with a requirement that the Permittee shall
13 comply with every provision of this ordinance and with every order the Director issues under this
14 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
15 a certification that the Permittee has fulfilled its removal and restoration obligations under
16 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
17 consultation with the City Attorney’s Office may be substituted for the bond. In the event that
18 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
19 maintain in effect the bond or letter of credit required under this section until the Director has
20 approved the assignment or transfer pursuant to Section 14 of this ordinance.
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23 Section 13. **Adjustment of insurance and bond requirements.** The Director may
24 adjust minimum liability insurance levels and surety bond requirements during the term of this
25 permission. If the Director determines that an adjustment is necessary to fully protect the
26 interests of the City, the Director shall notify the Permittee of the new requirements in writing.
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1 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
2 insurance and surety bond levels to the Director.

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

16 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
17 successor provision, pay the City the amounts charged by the City to inspect the skybridge
18 during construction, reconstruction, repair, annual safety inspections, and at other times deemed
19 necessary by the City. An inspection or approval of the skybridge by the City shall not be
20 construed as a representation, warranty, or assurance to the Permittee or any other person as to the
21 safety, soundness, or condition of the skybridge. Any failure by the City to require correction of
22 any defect or condition shall not in any way limit the responsibility or liability of the Permittee.
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1 Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT
2 at an address specified by the Director, an inspection report that:

- 3 (a) describes the physical dimensions and condition of all load-bearing elements;
4 (b) describes any damages or possible repairs to any element of the skybridge;
5 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
6 (d) is stamped by a professional structural engineer licensed in the State of
7
8 Washington.

9 A report meeting the foregoing requirements shall be submitted within 60 days after the effective
10 date of this ordinance; subsequent reports shall be submitted every 2 years, within 30 days prior
11 to the anniversary date of the last inspection report; provided that, in the event of a natural
12 disaster or other event that may have damaged the skybridge, the Director may require that
13 additional reports be submitted by a date established by the Director. The Permittee has the duty
14 of inspecting and maintaining the skybridge. The responsibility to submit structural inspection
15 reports periodically or as required by the Director does not waive or alter any of the Permittee's
16 other obligations under this ordinance. The receipt of any reports by the Director shall not create
17 any duties on the part of the Director. Any failure by the Director to require a report, or to
18 require action after receipt of any report, shall not waive or limit the obligations of the Permittee.
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21 Section 17. **Annual fee.** Within thirty days of the effective date of this ordinance, the
22 Permittee shall pay to the City a fee of \$22,145.62 for use during the period from September 27,
23 2008, through September 26, 2013. Beginning on September 27, 2013, and annually thereafter,
24 the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director,
25 an annual fee of \$4,633.19 or as adjusted annually thereafter, for the privileges granted by this
26 ordinance.
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1 Adjustments to the annual fee shall be made in accordance with a term permit fee
2 schedule adopted by the City Council and may be made every year. In the absence of a schedule,
3 the Director may only increase or decrease the previous year's fee to reflect any inflationary
4 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by
5 adjusting the previous year's fee by the percentage change between the two most recent year-end
6 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All
7 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
8 City Finance Director for credit to the Transportation Operating Fund.
9

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

17 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
18 Director its written signed acceptance of the terms of this ordinance within 60 days after the
19 effective date of this ordinance. The Director shall file the written acceptance with the City
20 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
21 this ordinance shall be deemed declined or abandoned and the permission granted deemed
22 lapsed and forfeited and the Permittee shall, at its own expense, remove the skybridge and all of
23 the Permittee's equipment and property and replace and restore all portions of the public place as
24 provided in Section 5 of this ordinance.
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1 Section 20. **Obligations run with the Property.** The obligations and conditions
2 imposed on the Permittee by and through this ordinance are covenants that run with the land and
3 bind subsequent owners of the property adjacent to the 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, Permittee shall provide to the Director a current title report showing the
7 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
13 the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number.
14 At the request of the Director, Permittee shall cause encumbrances on the Property to be
15 subordinated to the covenant agreement.
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18 Section 21. **Public benefit mitigation.** The Permittee shall install the following public
19 benefit mitigation within 2 years of the effective date of this ordinance:
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- 21 a) Pedestrian lighting, bench, and wayfinding signage for cross-campus pedestrian
22 circulation as approved by the Seattle Design Commission and set forth in the
23 Swedish Cherry Hill Public Corridor Enhancements presentation prepared by
24 Callison architects, dated August 17, 2012; and
25 b) landscaping along the parking garage and planting strip on 16th Avenue as approved
26 by the Seattle Design Commission on February 16, 2012.
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1 Prior to construction or installation of these elements, the Permittee shall obtain the
2 required permits from the appropriate City departments. Following construction, Permittee shall
3 maintain these elements in good and safe condition.

4 In addition, the Permittee shall maintain the existing bus shelter and landscaping on East
5 Jefferson Street.

6 Section 22. **Section titles.** Section titles are for convenient reference only and do not
7 modify or limit the text of a section.
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9 Section 23. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to
10 the authority and in compliance with the conditions of this ordinance but prior to the effective
11 date of the ordinance is ratified and confirmed.
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13 Section 24. This ordinance shall take effect and be in force 30 days after its approval by
14 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
15 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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Passed by the City Council the ____ day of _____, 2012, and
signed by me in open session in authentication of its passage this
____ day of _____, 2012.

President _____ of the City Council

Approved by me this ____ day of _____, 2012.

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2012.

Monica Martinez Simmons, City Clerk

(Seal)

FISCAL NOTE FOR NON-CAPITAL PROJECTS

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

Legislation Title:

AN ORDINANCE granting Swedish Health Services permission to maintain and operate a pedestrian skybridge over and across 16th Avenue, north of East Jefferson Street, for a ten-year term, renewable for two successive ten-year terms; 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.

Summary of the Legislation:

This legislation will allow Swedish Health Services to continue maintaining and operating the existing skybridge located over and across 16th Avenue, north of East Jefferson Street. An area map is attached for reference.

This skybridge permit is for a term of ten years commencing from the expiration of the last term permit on September 26, 2008. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

Swedish Health Services is to pay the City of Seattle a fee of \$22,145.62 for past use, September 27, 2008 through September 26, 2013, of the skybridge. Then the annual fee will be assessed at \$4,633.19 commencing on September 27, 2013, and annually thereafter. Adjustments to the annual fee may be made every year and if so made shall be calculated in accordance with a term permit fee schedule adopted by the City Council by Ordinance 123485. An Annual Fee Appraisal Summary is attached for reference.

Background:

By Ordinance 108036, the City granted permission to the Providence Medical Center to construct, maintain, and operate a skybridge over and across 16th Avenue, north of East Jefferson Street, for a ten-year term, renewable for two successive ten-year terms.

By Ordinance 121493, the permission authorized by Ordinance 108036 was transferred to Swedish Health Services.

The permission authorized by Ordinance 108036 was renewed for two successive ten-year terms by Resolution 27881 and Ordinance 119444 and the permission ended on September 26, 2008.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement: Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	2008 Fee = \$3,870.26 2009 Fee = \$4,375.79 2010 Fee = \$4,633.19 2011 Fee = \$4,633.19 2012 Fee = \$4,633.19	\$4,633.19
TOTAL			\$22,145.62	\$4,633.19

Revenue/Reimbursement Notes: N/A

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

Do positions sunset in the future? No.

Spending/Cash Flow: N/A

Other Implications:

- a) Does the legislation have indirect financial implications, or long-term implications?
No
- b) What is the financial cost of not implementing the legislation?
If the legislation is not enacted by the City Council, the City of Seattle will not receive the annual fee of \$4,633.19. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis. The skybridge, as originally permitted under Ordinance 108036, will no longer be permitted and will have to be removed.
- c) Does this legislation affect any departments besides the originating department?

No

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives? None

e) Is a public hearing required for this legislation?

No

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No

g) Does this legislation affect a piece of property?

Yes, an area map is attached for reference.

h) Other Issues: N/A

List attachments to the fiscal note below:

Attachment A – Swedish Cherry Hill Skybridge Area Map

Attachment B – Swedish Cherry Hill Skybridge

Attachment C – Swedish Cherry Hill Public Benefit

Attachment D - Annual Fee Assessment Summary

Attachment A – Swedish Cherry Hill Skybridge Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

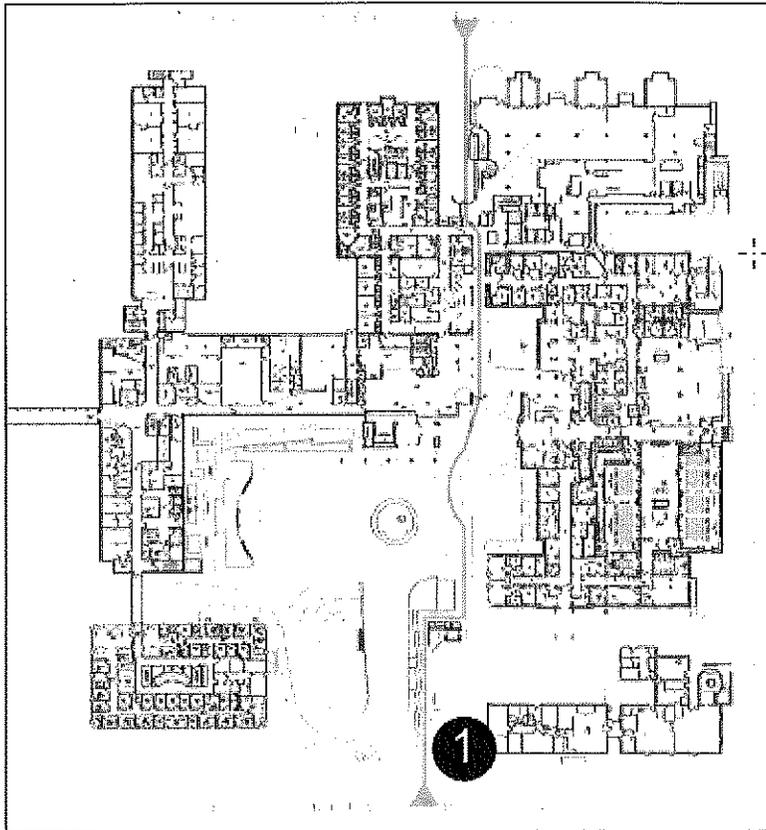
Attachment B – Swedish Cherry Hill Skybridge



Looking south along 16th Avenue

Attachment C – Swedish Cherry Hill Public Benefit

- Pedestrian lighting, bench, and wayfinding signage for cross-campus pedestrian circulation



② Reference Site Plan
No Scale



① Perspective Looking North at Jefferson St. Entry Pathway
No Scale



North entrance on East Cherry Street

- New landscaping along 16th Avenue



Attachment D - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 9/6/12

<p><u>Summary:</u> Land Value: \$90/SF 2013 Permit Fee: \$4,633.19</p>

I. Property Description:

Existing pedestrian skybridge located over and across 16th Avenue, north of East Jefferson Street. The skybridge provides a connection between the parking garage and the Swedish Cherry Hill campus building facilities. The skybridge area is **858 square feet**.

Applicant:
Swedish Health Services

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 7942600331; 167,318 square feet
Tax year 2013 Appraised Land Value \$18,404,900
2013 tax assessed land value: \$110/SF
2. Parcel 7942600800; 69,120 square feet
Tax year 2013 Appraised Land Value \$4,838,400
2013 tax assessed land value: \$70/SF

Average 2013 tax assessed land value: \$90/SF

II. Annual Fee Assessment:

The 2013 permit fee is calculated as follows:

$(\$90/\text{SF}) \times (858 \text{ SF}) \times (75\%) \times (8\%) = \$4,633.19$, where 75% is the degree of alienation for a semi-public-use skybridge and 8% is estimated annual rate of return.

Fee methodology authorized under Ordinance 123485.



City of Seattle
Office of the Mayor

November 27, 2012

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

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that will grant to Swedish Health Services a new ten-year permit for an existing skybridge over and across 16th Avenue, north of East Jefferson Street, renewable for two additional ten-year terms.

The existing skybridge, which was last authorized by Ordinance 108036, provides a connection between the parking garage and the Swedish Cherry Hill campus facilities. As public benefit mitigation, Swedish Health Services shall provide for public use: pedestrian lighting, bench, and way-finding signage for cross-campus pedestrian circulation from East Cherry Street and East Jefferson Street; landscaping along 16th Avenue; and shall continue to maintain an existing bus shelter and landscaping on East Jefferson Street. In addition to granting a new permit, the proposed Council Bill updates the insurance and bond requirements, updates the annual fee, and specifies the conditions under which authorization is granted.

Thank you for your consideration of this legislation. Should you have questions, please contact Angela Steel at (206) 684-5967.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council