

Ordinance No. 119444

Council Bill No. 112623

AN ORDINANCE renewing, for a period of ten (10) years, the permission granted to Providence Medical Center, by Ordinance 108036 to construct, maintain and operate a pedestrian skybridge over and across Sixteenth Avenue, north of East Jefferson Street; amending Section 10 thereof to update insurance requirements; and establishing the annual fee for the next five (5) years of the permit.

CF No. _____

Date Introduced: MAR 29 1999		
Date 1st Referred: MAR 29 1999	To: (committee) TRANSPORTATION	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: 4-26-99	Full Council Vote: 8-0	
Date Presented to Mayor: 4-26-99	Date Approved: MAY 4 - 1999	
Date Returned to City Clerk: MAY 6 - 1999	Date Published: 4pg	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Law Department

Committee Action

4/20/99 - Transportation Committee - PASSED 3-0 ^{mp-mover} 1B-2 NO

4-26-99 Full Council - Passed 8-0

(Excused: Sternberk)

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

Law Dept. Review

OMP
Review

City Clerk
Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: McIVER

Councilmember

Law Department

Committee Action:

4/20/99 - Transportation Committee - PASSED 3-0 ^{no motion} 13-2 NO

4-26-99 Full Council - Passed 8-0

(Excused: Steinhilber)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Dept. Review

OMP
Review

9
City Clerk
Review

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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ORDINANCE 119444

1
2 AN ORDINANCE renewing, for a period of ten (10) years, the permission granted to Providence
3 Medical Center, by Ordinance 108036 to construct, maintain and operate a pedestrian
4 skybridge over and across Sixteenth Avenue, north of East Jefferson Street, amending
5 Section 10 thereof to update insurance requirements; and establishing the annual fee for the
6 next five (5) years of the permit.

7
8
9 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

10
11 Section 1. The permit granted to Providence Medical Center, by Ordinance 108036 to
12 construct, maintain and operate a pedestrian skybridge over and across Sixteenth Avenue,
13 north of East Jefferson Street, is hereby renewed for a period of ten (10) years ending
14 September 27, 2008, upon the same conditions set forth in Ordinance 108036.

15
16 Section 2. That Section 10 of Ordinance 108036 is hereby amended to read as follows:

17
18 Section 10. ~~((For as long as the Permittee, its successors and assigns, shall exercise any~~
19 ~~permissions granted by this ordinance and until discharged by order of the Board of Public Works as~~
20 ~~provided in Section 3 of this ordinance, it shall at its own expense maintain with the City and kept~~
21 ~~on file with the City Clerk, general comprehensive policies of public liability insurance, which~~
22 ~~policies must be approved by the City Attorney as to form and coverage and which policies must~~
23 ~~fully protect the City from any and all claims and risks in connection with (a) construction,~~
24 ~~reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by~~
25 ~~this ordinance and of any and all portions of the pedestrian skybridge; (b) Permittee's activity upon~~
26 ~~or use of occupation of the areas described in Section 1 of this ordinance; as well as (c) any and all~~
27 ~~claims and risks in connection with any activity performed by Permittee by virtue of the permission~~
28 ~~granted by this ordinance. Each such policy or policies must specifically name The City of Seattle as~~
29 ~~an additional insured party thereunder and provide the following minimum coverages and minimum~~
30 ~~limits:~~

Minimum Coverage: General, comprehensive liability insurance for any injury, death,
damage, and/or loss of any sort sustained by any person, organization, or corporation

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(including any liability of the City to Permittee, its officers, agents and/or employees and any liability of Permittee to The City of Seattle, its officers, agents and/or employees) in connection with: (a) construction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions thereof; (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance; and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) not less than those otherwise carried by Permittee and in any event not less than Two Million Dollars (\$2,000,000) per occurrence and annual aggregate/ with no deductible.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as a additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee Providence Medical Center, its successors and assigns, any of its employees and/or agents and any liability of Permittee to The City of Seattle, its officers, agents and employees) in connection with (a) construction, operation, maintenance, use or existence of the pedestrian bridge and any appurtenances thereto, permitted by The City of Seattle ordinance granting Providence Medical Center permission to construct, operate and maintain a pedestrian bridge connecting Permittee's parking facility abutting the west side of Sixteenth Avenue with a new structure abutting the east side of Sixteenth Avenue; (b) activities of the Providence Medical Center its successors and assigns, upon use or occupation of the area described in Section 1 of Ordinance _____, as well as (c) any activity performed by the Providence Medical Center, its successors and assigns by virtue of the permission granted by the aforesaid ordinance."

"The coverage provided by this policy to The City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without

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providing at least thirty (30) days prior written notice to The City of Seattle, Attention: City Engineer."

Whenever, in the judgment of the Mayor of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.))

For as long as the Permittee, its successors and assigns, shall exercise any permission granted by this ordinance and until the skybridge is entirely removed from its location as described in Section 1 of the authorizing ordinance or until discharged by order of the Director of Seattle Transportation as provided in Section 3 of the authorizing ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which protect the City from any and all claims and risks in conjunction with:

(a) reconstruction, operation, maintenance, use or existence of the skybridge permitted by this ordinance and of any and all portions of the skybridge;

(b) the Permittee's activity upon or the use or occupation of the area described in Section 1 of the authorizing ordinance, as well as;

(c) any and all claims and risks in conjunction with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be an occurrence form policy of commercial general liability, placed with a company admitted and licensed to conduct business in Washington State. Minimum policy limits shall be \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Coverage shall specifically name the skybridge exposure. Coverage shall add by endorsement The City of Seattle, its elected and appointed officers, officials, employees and agents as additional insured. Coverage shall contain a Separation of Insureds Clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought". Evidence of current coverage shall be submitted to the City in the form of a copy of the full insurance policy with all endorsements attached thereto, and is a condition to the validity of this permit.

Whenever in the judgment of the ((Mayor)) Risk Manager of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the ((Mayor)) Risk Manager, furnish additional insurance in such amount as may be specified by the ((Mayor)) Risk Manager.

Section 3. Pursuant to Section 2 of Ordinance 108036 Providence Medical Center shall promptly pay to the City upon statements rendered by the Director of Transportation, a fee of One Thousand Five Hundred Nineteen Dollars (\$1,519.00) annually until September 27, 2003.

All payments shall be made to the City of Seattle Finance Director for credit to the General Fund.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

PASSED by the City Council of the City of Seattle this 26th day of April, 1999, and signed by me in open session in authentication of its passage this 26th day of April, 1999.

[Signature]
President _____ of the City Council

Approved by me this 4th day of May, 1999.

[Signature]
Mayor

Filed by me this 6th day of May, 1999.

[Signature]
City Clerk

(Seal)



City of Seattle

Paul Schell, Mayor

Seattle Transportation

Daryl R. Grigsby, Director

March 17, 1999

The Honorable Sue Donaldson, President
Seattle City Council
1100 Municipal Building
600 Fourth Avenue
Seattle, WA 98104

VIA: Mayor Paul Schell

SUBJECT: Providence Medical Center Pedestrian Skybridge Term Permit Renewal

Honorable Members:

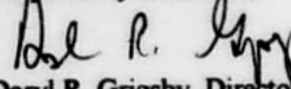
Ordinance 108036, which is enclosed for your reference, grants Providence Medical Center a ten-year permit to construct, maintain and operate a pedestrian skybridge over and across Sixteenth Avenue, north of East Jefferson Street. The skybridge was constructed in 1979 and connects a parking garage with the hospital. The permit expired September 27, 1998, and is due for renewal. Section 2, of the ordinance, states that the City Council may, by resolution, extend the permit for an additional ten-year period.

The skybridge installation has been reviewed by the City, and it is recommended that the annual fee be increased from \$1,377.00 to \$1,519.00. The draft ordinance provides for this fee increase, the renewal of the permit for an additional ten-year period, and the amendment of Section 10, of the ordinance, to update insurance requirements. Assistant Administrator, Darren V. Redick, of Providence Medical Center, has reviewed and approved the draft ordinance.

I recommend that the City Council approve the enclosed draft ordinance renewing the permit for an additional ten-year period, increasing the annual fee, and updating insurance requirements.

Please contact Ray Allwine at (206) 684-5270, if you have any questions or concerns.

Respectfully submitted,


Daryl R. Grigsby, Director

DRG:RHA

Enclosures

cc: Vince H. Brown, Street Use Division Manager, SEATLAN
Ray Allwine, Street Use Supervisor, SEATLAN
Street Use Central Files

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Seattle Municipal Building, 600 Fourth Avenue, Room 708, Seattle, WA 98104-1879
Tel: (206) 684-7623, TTY/TDD: (206) 684-4009, Fax: (206) 684-5180

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



45W

JEF:fmh
12/27/78

Ray, Allaine
cc

ORDINANCE 108036

AN ORDINANCE granting the Providence Medical Center permission to construct, maintain and operate a pedestrian bridge over and across Sixteenth Avenue, north of East Jefferson Street, specifying conditions and providing for acceptance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There is hereby granted to the Providence Medical Center (hereinafter called the "permittee"), subject to the terms and conditions hereinafter provided, permission to construct, maintain and operate for center related purposes, a pedestrian bridge over and across Sixteenth Avenue connecting permittee's parking facility with a proposed addition to its medical center. The pedestrian bridge will be thirteen feet (4 meters) wide and will be located approximately three hundred fifty feet (107.7 meters) north of the center line of East Jefferson Street, and nineteen feet (5.9 meters) above the existing street surface.

Section 2. The permission herein granted to the permittee, and its successors and assigns as approved pursuant to Section 6, shall be for a period of ten (10) years from September 27, 1978, and shall cease and terminate at 11:59 P.M. on September 27, 1988; provided, however, that upon application by the permittee, the City Council may by resolution renew this permission for two successive ten year periods, provided further that the total term of the permission granted by this ordinance and subsequent extensions shall not exceed thirty (30) years. Renewals shall be subject to the right of the City, in each renewal resolution, to revise upward or downward the fee hereinafter provided for in Section 9 and by ordinance to revise any of the conditions contained

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1 herein. In the event that 1) permission is not renewed; 2)
2 the permission hereby granted extends to its termination in
3 thirty (30) years; 3) the City orders the removal of the
4 pedestrian bridge or any portion thereof; or 4) the Board of
5 Public Works determines that there has not been compliance
6 by permittee with this ordinance, then within ninety (90)
7 days after expiration or termination of permission or prior
8 to the date stated in an Order to Remove, the permittee, its
9 successors or assigns, shall remove the pedestrian bridge
10 and shall place such portions of the surface within the
11 street rights of way as may have been disturbed for any
12 part of the pedestrian bridge in as good condition for
13 public use, and in as good a condition in all respects, as
14 the abutting portions thereto.

15 This permission is subject to the primary use by The
16 City of Seattle of Sixteenth Avenue for street use and the
17 City expressly reserves the right to require the permittee,
18 its successors and assigns, to remove the pedestrian bridge
19 if such removal is at any time made necessary by the City's
20 need to use the space occupied by the pedestrian bridge, or
21 if the pedestrian bridge interferes with any primary or
22 secondary street use of such space by The City of Seattle.
23 A determination by the City Council, by ordinance, that such
24 space is required for street or a primary or secondary street
25 use shall be conclusive and final. Removal of such pedestrian
26 bridge shall be accomplished within the time specified in
27 such ordinance and in such manner as to fully comply with
28 all of the terms and conditions of this ordinance.

Section 3. Notwithstanding termination or expiration
of the permission herein granted, cessation of operation, or

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1 removal or relocation of the pedestrian bridge herein permitted,
2 permittee, its successors and assigns, shall remain bound
3 by this ordinance until: (a) the pedestrian bridge and other
4 equipment and property of permittee, its successors and
5 assigns, are removed from the areas designated in Section 1
6 above; (b) the areas are vacated and restored in a manner
7 and to a condition satisfactory to the Board of Public Works;
8 and (c) the Board of Public Works certifies that permittee
9 has discharged its obligations herein; provided that upon
10 prior notice to permittee and the City Engineer and entry of
11 written findings that such is in the public interest, the
12 Board, in its discretion, may excuse permittee, its successors
13 and assigns, conditionally or absolutely from compliance
14 with all or any specified portion of permittee's obligations
15 under this ordinance pertaining to removal of the pedestrian
16 bridge, vacation and restoration of the areas described in
17 Section 1 above.

18 Section 4. The permittee by its acceptance of this
19 ordinance and the permission hereby granted, does covenant
20 and agree for itself, its successors and assigns to at
21 all times protect and save harmless the City of Seattle from
22 all claims, actions, suits, liability, loss, costs, expense
23 or damages of every kind and description which may accrue
24 to, or be suffered by, any person or persons (including
25 without limitation, damage or injury to the permittee, its
26 officers, agents, employees, contractors, invitees, tenants
27 and tenants' invitees, licensees or their successors and
28 assigns), by reason of the construction, reconstruction,
relocation, replacement, readjustment, repair, maintenance,
operation or use of the pedestrian bridge, or the improper

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1 occupation or use of the areas described in Section 1 or any
2 portion thereof, or by reason of anything that has been .
3 done, or may at any time be done, by the permittee, its
4 successors or assigns, by reason of this ordinance, or by
5 reason of the permittee, its successors or assigns, failing
6 or refusing to strictly comply with each and every provision
7 of this ordinance; and if any such suit, action, or claim
8 shall be filed, instituted or begun against the City, the
9 permittee, its successors or assigns, shall, upon notice
10 thereof from the City, defend the same at its or their sole
11 cost and expense, and in case judgment shall be rendered
12 against the City in any suit or action, permittee, its
13 successors or assigns, shall fully satisfy said judgment
14 within ninety (90) days after such action or suit shall
15 have been finally determined, if determined adversely to
16 said City.

16 The obligation of permittee, its successors and assigns,
17 under this Section 4 are separate and independent of the
18 obligations imposed by Section 8, and are not intended and
19 shall not be interpreted to limit, reduce, affect, or pertain
20 to the obligations of permittee, its successors and assigns,
21 and their insurers under Section 8 or under any policy or
22 policies of insurance tendered pursuant thereto.

22 Section 5. The permittee, its successors and assigns
23 shall not construct, reconstruct, alter, relocate, replace,
24 readjust or repair the pedestrian bridge or any part thereof,
25 except under the supervision and control of, and in strict
26 accordance with plans and specifications theretofore approved
27 and adopted by the Board of Public Works. Plans and specifications
28 are to be prepared at the sole expense of the permittee.

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1 The permittee, its successors and assigns, when directed by
2 the Board, shall at its or their own cost and expense alter,
3 reconstruct, relocate, replace, readjust and repair the
4 pedestrian bridge in strict compliance with plans and specifications
5 approved and adopted by the Board, whenever such alteration,
6 reconstruction, relocation, replacement, readjustment or
7 repair shall, in the judgment of the Board, be necessary or
8 convenient because of deterioration or unsafe condition of
9 the pedestrian bridge, or because of the desire to install,
10 erect, construct, reconstruct, replace, maintain, operate or
11 repair any municipally owned public utilities in the street
rights of way, or for any other cause.

12 Section 6. The permission hereby granted shall not be
13 assignable or transferable by operation of law, nor shall
14 said permittee, its successors or assigns, assign, transfer,
15 mortgage, pledge or encumber the same, separately or in
16 connection with transactions involving the terminus buildings
17 or property without the consent of the City Council by
resolution.

18 Section 7. The permittee shall forfeit, and shall be
19 deemed to have abandoned the permission granted by this
20 ordinance, unless within sixty (60) days after the approval
21 of this ordinance the permittee delivers to the City Engineer
22 for filing in the office of the City Clerk a written, executed
23 acceptance of the benefits of this ordinance and the permissions
24 herein conferred, subject to all the terms, conditions,
25 restrictions, restraints, specifications and requirements
hereby imposed.

26 Section 8. The Permittee, its successors and assigns,
27 shall, in constructing the pedestrian bridge, do no damage
28 to the pavements, curbs, sidewalks, or any other property on

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1 or at the surface of the walkway, or to any line of pipe or
2 conduits, or other property, under the surface of said
3 street, and in case damage is caused to any of said property
4 by the construction, maintenance or operation of said pedestrian
5 bridge, the Permittee shall forthwith, and at its own cost,
6 repair all of the damage and place said property in as good
7 condition as it was prior to the occurrence of such damage.

8 Section 9. The permittee shall within sixty (60) days
9 after the approval of this ordinance deliver to the City
10 Engineer for filing in the office of the City Clerk a good
11 and sufficient bond in the sum of Ten Thousand Dollars
12 (\$10,000.00) executed by a surety company authorized and
13 qualified to do business in the State of Washington, conditioned
14 that the permittee, its successors and assigns, shall strictly
15 comply with each and every provision of this ordinance and
16 with each and every order of the Board of Public Works
17 pursuant to this ordinance; provided, however, that whenever,
18 in the judgment of the Mayor of The City of Seattle, it
19 shall be deemed necessary, the permittee, its successors or
20 assigns shall, upon demand by said Mayor, furnish a new or
21 additional bond in such amount as may be specified by the
22 Mayor.

23 Section 10. For as long as the permittee, its successors
24 and assigns, shall exercise any permissions granted by this
25 ordinance and until discharged by order of the Board of
26 Public Works as provided in Section 3 of this ordinance, it
27 shall at its own expense maintain with the City Engineer and
28 keep on file with the City Clerk, general comprehensive
policies of public liability insurance, which policies must
be approved by the City Attorney as to form and coverage and

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1 which policies must fully protect the City from any and all
2 claims and risks in connection with: (a) construction, reconstruction,
3 operation, maintenance, use, or existence of the pedestrian
4 bridge permitted by this ordinance and of any and all portions
5 of such pedestrian bridge; (b) permittee's activity upon or
6 use or occupation of the areas described in Section 1 of
7 this ordinance; as well as, (c) any and all claims and risks
8 in connection with any activity performed by permittee by
9 virtue of the permission granted by this ordinance. Each
10 such policy or policies must specifically name The City of
11 Seattle as an additional insured party thereunder and provide
the following minimum coverages and minimum limits:

12 Minimum Coverage: general comprehensive liability
13 insurance for any injury, death, damage, and/or loss of
14 any sort sustained by any person, organization, or
15 corporation (including any liability of the City to
16 permittee, its officers, agents and/or employees and
17 any liability of permittee to The City of Seattle, its
18 officers, agents and/or employees) in connection with:
19 (a) construction, operation, maintenance, use or existence
20 of the pedestrian bridge permitted by this ordinance
21 and of any and all portions thereof; (b) any activity
22 upon or use or occupancy of the area described in
23 Section 1 of this ordinance; and (c) for any activity
performed by permittee by virtue of the permission
granted pursuant to this ordinance:

24 Minimum Limits: (Primary and excess) - not
25 less than those otherwise carried by permittee and in
26 any event not less than Two Million Dollars (\$2,000,000.00)
27 per occurrence and annual aggregate/with no deductible.
28

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1 Each such policy or endorsement thereto must contain the
2 following provisions:

3 "The City of Seattle is named as an additional
4 insured for all coverages provided by this policy of
5 insurance and shall be fully and completely protected
6 by this policy for all risks and for any and every
7 injury, death, damage and loss of any sort sustained by
8 any person, organization or corporation (including any
9 liability of the City to Permittee Providence Medical
10 Center, its successors and assigns, any of its employees
11 and/or agents and any liability of permittee to The
12 City of Seattle, its officers, agents and employees) in
13 connection with: (a) construction, operation, maintenance,
14 use or existence of the pedestrian bridge, and any
15 appurtenances thereto, permitted by The City of Seattle
16 ordinance granting Providence Medical Center permission
17 to construct, operate and maintain a pedestrian bridge
18 connecting permittee's parking facility abutting the
19 west side of Sixteenth Avenue with a new structure
20 abutting the east side of Sixteenth Avenue; (b) activities
21 of Providence Medical Center, its successors and assigns,
22 upon use or occupation of the areas described in Section 1
23 of ordinance _____; as well as (c) any activity
24 performed by Providence Medical Center, its successors
25 and assigns by virtue of the permission granted by the
26 aforesaid ordinance.

27 "The coverages provided by this policy to The City
28 of Seattle or any other named insured shall not be
terminated, reduced or otherwise changed in any respect
without providing at least thirty (30) days prior
written notice to The City of Seattle, Attention: City
Engineer."

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1 Whenever, in the judgment of the Mayor of The City of
2 Seattle, such insurance filed pursuant to the provisions
3 hereof shall be deemed insufficient to fully protect The
4 City of Seattle, the permittee shall, upon demand by the Mayor,
5 furnish additional insurance in such amount as may be specified
6 by said Mayor.

7 Notwithstanding the provisions of Section 12, the
8 permission granted by this ordinance shall not become effective
9 unless and until a policy of insurance has been delivered,
10 approved and filed as provided in this Section 9.

11 Section 11. The permittee, its successors and assigns
12 shall pay to The City of Seattle such amounts as may be
13 justly chargeable by said City as a cost of inspection of
14 the pedestrian bridge during any reconstruction, repair,
15 alteration or at other times, under the direction of the
16 Board of Public Works and shall also pay annually in advance
17 to The City of Seattle on bills tendered by the City Engineer,
18 a fee for the privilege granted and exercised hereunder of
19 One Hundred Eighty Dollars (\$180.00) for the initial year,
20 which annual fee shall be increased or decreased from such
21 base amount at the same rate as the rate of increase or
22 decrease for the month of July in the Consumer Price Index
23 issued by the United States Department of Labor for the
24 Seattle-Everett area for All Urban Consumers, and subject to
25 further revision as provided in Section 2 if the permission
26 herein granted is renewed. The first annual fee shall be
27 paid within thirty days after the approval of this ordinance
28 and subsequent fees shall be paid by November 1st of each
year thereafter.

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(To be used for all Ordinances except Emergency.)

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Section 12. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 5 day of March, 1977,
and signed by me in open session in authentication of its passage this 5 day of
March, 1977.

President of the City Council.

Approved by me this 9 day of March, 1977.

Mayor.

Filed by me this 9 day of March, 1977.

Attest:

City Comptroller and City Clerk.

(SEAL)

Published

By

Deputy Clerk.



STATE OF WASHINGTON - KING COUNTY

105500
City of Seattle, City Clerk

—ss.

No. ORDINANCE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

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

CT:ORD 119444in full

was published on
05/13/99

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

Subscribed and sworn to before me on

05/13/99

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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ORDINANCE 110444

AN ORDINANCE renewing, for a period of ten (10) years, the permission granted to Providence Medical Center, by Ordinance 36868, to construct, maintain and operate a pedestrian skybridge over and across Eleventh Avenue, north of East Johnson Street, extending Section 16 thereof to update insurance requirements, and establishing the annual fee for the next five (5) years of the permit.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The permit granted to Providence Medical Center, by Ordinance 108038 to construct, maintain and operate a pedestrian hybrid over and across Sixth Avenue, north of East Jefferson Street, is hereby removed for a period of ten (10) years ending September 27, 2020, upon the same conditions set forth in Ordinance 108038.

Section 2. That Section 10 of Ordinance 100038 is hereby amended to read as follows:

Section 10. (If or as long as the Permittee, its successors and assigns, shall exercise any permissions granted by the Permittee to the Permittee, by order of the Board of Public Works as provided in Section 3 of this ordinance, it shall at its own expense maintain with the City and keep on file with the City Clerk, a copy of a comprehensive index of permits issued by the Permittee, which index shall be approved by the City Attorney as to form and contents and which permits shall fully protect the City from any and all claims and risks in connection with (a) construction, reconstruction, operation, maintenance, use or control by the Permittee and of any and all portions of the population residing in the Permittee's territory and of the occupation of the space contained in Section 11 of this ordinance, as well as of any and all claims and risks in connection with any activity authorized by the Permittee for the exercise of the permissions granted by this ordinance, then and only when the City of Seattle, on its duly sworn and duly verified statement, shall certify that the Permittee has not

MINOR OVERSEAS General, commander of the 1st Cavalry Division for the past 10 years, was in the city for the first time since he was promoted to his present position. He was in the city for the first time since he was promoted to his present position. He was in the city for the first time since he was promoted to his present position.

The City of Seattle is pleased to announce the following provisions:

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to Positive Psychology. Positive psychology is the study of the positive aspects of human life, such as happiness, well-being, and meaning. It is a relatively new field of psychology that has gained significant attention in recent years. Positive psychology is not just about feeling good; it is about understanding the factors that contribute to a good life and how we can cultivate those factors. This includes studying the strengths and virtues of individuals and communities, as well as the conditions that promote human flourishing. Positive psychology has a wide range of applications, from improving mental health to enhancing workplace productivity and community development. By focusing on the positive, positive psychology offers a more optimistic and constructive approach to understanding and improving human life.

The ceremony provided by the police to the City of Seattle, such as anyone would believe that will be terminated, reduced or otherwise changed in any way without previous notice of intent to the City of Seattle, American City Magazine.

Whereas, in the interest of the Mayor of the City of Seattle, such as anyone would believe that will be terminated, reduced or otherwise changed in any way without previous notice of intent to the City of Seattle, the American City Magazine.

For an hour at the University of

Minimum income requirements for

[illegible]

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any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name The City of Seattle as an additional insured party thereunder and provide the following minimum coverages and minimum limits:

MINIMUM COVERAGE: General, comprehensive liability insurance for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of the City to Permittee, its officers, agents and/or employees) in connection with (a) construction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions thereof; (b) any activity upon or use or occupancy of the areas described in Section 1 of this ordinance; and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance.

MINIMUM LIMITS: (Primary and excess) not less than those otherwise carried by Permittee and in any event not less than Two Million Dollars (\$2,000,000) per occurrence and annual aggregate with no deductibles.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as a co-defendant insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee, its officers, agents and/or employees) in connection with (a) construction, operation, maintenance, use or existence of the pedestrian bridge and any appurtenances thereon, permitted by the City of Seattle pursuant to the provisions of the Municipal Code, and shall be named as a co-defendant insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee, its officers, agents and/or employees) in connection with (b) any activity upon or use or occupancy of the areas described in Section 1 of this ordinance; and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance."

The undersigned hereby certifies that the foregoing is a true and correct copy of the provisions of the policy of insurance and endorsement thereto as required by this ordinance.

Witness my hand and the seal of the City of Seattle this 13th day of May, 1999.

SUE DONALDSON,
President of the City Council.

Approved by me this 6th day of May, 1999.

PAUL SCHILL,
Mayor.

Filed by me this 6th day of May, 1999.

(Seal) JUDITH E. PIPPIN,
City Clerk.

Publication ordered by JUDITH PIPPIN,
City Clerk.

((Boldface denotes deletion.))
Date of official publication in Daily Journal of Commerce, Seattle, May 13, 1999.

Section 3. Purpose. The purpose of this ordinance is to provide for the construction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions thereof.

All permits shall be made to the City of Seattle, pursuant to the rules of the Council.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

PASSED by the City Council of the City of Seattle this 28th day of April, 1999, and signed by me in open session in confirmation of its passage this 28th day of April, 1999.

SUE DONALDSON,
President of the City Council.

Approved by me this 6th day of May, 1999.

PAUL SCHILL,
Mayor.

Filed by me this 6th day of May, 1999.

(Seal) JUDITH E. PIPPIN,
City Clerk.

Publication ordered by JUDITH PIPPIN,
City Clerk.

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Date of official publication in Daily Journal of Commerce, Seattle, May 13, 1999.

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Richard J. McLean _____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO, _____

PRESIDENT'S SIGNATURE



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