

Ordinance No. 123723

Council Bill No. 117284

AN ORDINANCE granting Grange Insurance Association permission to maintain and operate a skybridge over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar 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.

Related Legislation File: \_\_\_\_\_

Date Introduced and Referred: <u>Sept. 6, 2011</u>	To: (committee): <u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>10.3.11</u>	Date Presented to Mayor: <u>10.4.11</u>
Date Signed by Mayor: <u>Oct. 12, 2011</u>	Date Returned to City Clerk: <u>Oct. 12, 2011</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text _____	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

# The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Tom Rasmussen

## Committee Action:

Date	Recommendation	Vote
<u>9/27/11</u>	<u>PASS</u>	<u>TR JG TB 3-0</u>

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

## Full Council Action:

Date	Decision	Vote
<u>10.3.11</u>	<u>Passed</u>	<u>9-0</u>

*Law Department*

**ORDINANCE** 123723

1  
2 AN ORDINANCE granting Grange Insurance Association permission to maintain and operate a  
3 skybridge over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar  
4 Street, for a ten-year term, renewable for two successive ten-year terms; specifying the  
5 conditions under which this permit is granted; providing for the acceptance of the permit  
6 and conditions; and ratifying and confirming certain prior acts.

7 WHEREAS, by Ordinance 109660, the City of Seattle (City) granted permission to the Grange  
8 Insurance Association to construct, maintain, and operate a skybridge over and across the  
9 alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar Street; and

10 WHEREAS, the permission authorized by Ordinance 109660 was amended by Ordinance  
11 120503 and Resolution 28330 to allow its extension for a maximum of 30 years, and the  
12 permission ended on November 30, 2010; and

13 WHEREAS, Grange Insurance Association has submitted an application to the Seattle  
14 Department of Transportation Director (Director) to continue maintaining and operating  
15 the skybridge; and

16 WHEREAS, Grange Insurance Association has satisfied all terms of the original authorizing  
17 ordinance as amended, and the Director recommends that the term permit be approved  
18 subject to the terms identified in this ordinance; NOW, THEREFORE,

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

20 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, permission  
21 (also referred to in this ordinance as a permit) is granted to the Grange Insurance Association,  
22 and its successors and assigns as approved by the Director of the Seattle Department of  
23 Transportation, (Permittee) to maintain and operate a pedestrian skybridge (skybridge) over and  
24 across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar Street, adjacent in whole or  
25 in part to the property legally described as:

26 Block 18, Lots 1-6, Second Addition to that part of the City of Seattle, as laid off by A.  
27 A. Denny and W. N. Bell (commonly known as Bell and Denny's 2<sup>nd</sup> Addition to the City of  
28 Seattle), according to the plat thereof recorded in Volume 1 of plats, page 77, records of King  
County, Washington; except the easterly 12 feet of said Lots 5 and 6 condemned in King County



1 Superior Court Cause Number 52280, for the widening of 3<sup>rd</sup> Avenue, as provided by Ordinance  
2 Number 13776 of the City of Seattle; and except the southwesterly 12 feet of said Lots 1-4  
3 condemned in District Court Cause Number 7087, for the widening of 2<sup>nd</sup> Avenue, as provided  
4 by Ordinance Number 1107 of the City of Seattle.

5 Section 2. **Term.** The permission granted to the Permittee, and its successors and assigns  
6 as approved by the Director of the Seattle Department of Transportation (Director), shall be for a  
7 term of ten years starting on December 1, 2010, and ending at 11:59 p.m. on November 30,  
8 2020. Upon written application of the Permittee at least 180 days before expiration of the term,  
9 the Director or the City Council may renew the permit twice, each time for a successive ten-year  
10 term, subject to the right of the City of Seattle (City) to require the removal of the skybridge or to  
11 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.  
12 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee  
13 shall submit any application for a new permission no later than 180 days prior to the expiration  
14 of the then-existing term.

17 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee  
18 bearing the expense of any protection, support, or relocation of existing utilities deemed  
19 necessary by the owners of the utilities, and the Permittee being responsible for any subsequent  
20 damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or  
21 removal of the skybridge.

23 Section 4. **Removal for public use or for cause.** The permission granted is subject to  
24 use of the street right-of-way or other public place by the City and the public for travel, utility  
25 purposes, and other public uses or benefits. The City expressly reserves the right to deny  
26 renewal, or terminate the permission at any time prior to expiration of the initial term or any  
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1 renewal term, and require the Permittee to remove the skybridge, or any part thereof or  
2 installation thereon, at the Permittee's sole cost and expense in the event that:

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

12 A City Council determination that the space is needed for, or the skybridge interferes with, a  
13 public use or benefit is conclusive and final without any right of the Permittee to resort to the  
14 courts to adjudicate the matter.  
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16 **Section 5. Permittee's obligation to remove and restore.** If the permission granted is  
17 not renewed at the expiration of a term, or if the permission expires without an application for a  
18 new permission being granted, or if the City terminates the permission, then within 90 days after  
19 the expiration or termination of permission, or prior to any earlier date stated in an ordinance or  
20 order requiring removal of the skybridge, the Permittee shall, at its own expense, remove the  
21 skybridge and all of the Permittee's equipment and property and replace and restore all portions  
22 of the street right-of-way or public place that may have been disturbed for any part of the  
23 skybridge in as good condition for public use as they were prior to construction of the skybridge  
24 and in at least as good condition in all respects as the abutting portions of the right-of-way as  
25 required by the applicable SDOT standards for right-of-way restoration.  
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1 Failure to remove the skybridge as required by this section is a violation of Chapter  
2 15.90 of the Seattle Municipal Code (SMC) (or successor provision); however, applicability of  
3 Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any  
4 other authority. If the Permittee does not timely fulfill its obligations under this section, the City  
5 may in its sole discretion remove the skybridge and restore the street right-of-way or public place  
6 at the Permittee's expense, and collect such expense in the manner provided by law.

7  
8 Upon the Permittee's completion of removal and restoration in accordance with this  
9 section, or upon the City's completion of the removal and restoration and Permittee's payment to  
10 the City of the City's costs in connection therewith, the Director shall then issue a certification  
11 that the Permittee has fulfilled its removal and restoration obligations under this ordinance.

12 Upon prior notice to the Permittee and entry of written findings that it is in the public interest,  
13 the Director may, in the Director's sole discretion, conditionally or absolutely excuse the  
14 Permittee from compliance with all or any of the Permittee's obligations under this section.  
15

16 Section 6. **Repair or reconstruction.** The skybridge shall remain the exclusive  
17 responsibility of the Permittee and the Permittee agrees to maintain the skybridge in good and  
18 safe condition for the protection of the public. The Permittee shall not reconstruct or repair the  
19 skybridge except in strict accordance with plans and specifications approved by the Director.  
20 The Director may, in the Director's judgment, order the skybridge reconstructed or repaired at  
21 the Permittee's cost and expense because of: the deterioration or unsafe condition of the  
22 skybridge; the installation, construction, reconstruction, maintenance, operation, or repair of any  
23 municipally-owned public utilities; or for any other cause.  
24

25 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and  
26 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
27



1 Director may order the skybridge be closed or removed at the Permittee's expense if the Director  
2 deems that the skybridge has become unsafe or creates a risk of injury to the public. If there is  
3 an immediate threat to the health or safety of the public, a notice to correct is not required.

4       Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the  
5 permission granted, or closure or removal of the skybridge, the Permittee shall remain bound by  
6 all of its obligations under this ordinance until the Director has issued a certification that the  
7 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.  
8 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by  
9 the obligations set forth in Section 9 of this ordinance and shall remain liable for any unpaid fees  
10 assessed pursuant to Section 17 of this ordinance.

12       Section 9. **Release, hold harmless, indemnification, and duty to defend.** The  
13 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,  
14 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,  
15 attorneys' fees, or damages of every kind and description arising out of or by reason of the  
16 skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or  
17 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 or be suffered  
23 by any person or property (including, without limitation, damage or injury to members of the  
24 public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants'  
25 invitees, licensees, or successors and assigns) arising out of or by reason of: (a) the existence,  
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1 construction, reconstruction, modification, maintenance, operation, use, or removal of the  
2 skybridge or any portion thereof, or Permittee's use, occupation, or restoration of the street right-  
3 of-way or other public place, or any portion thereof; (b) anything that has been done or may at  
4 any time be done by the Permittee by reason of this ordinance; or (c) the Permittee failing or  
5 refusing to strictly comply with every provision of this ordinance; or arising out of or by reason  
6 of the skybridge or this ordinance in any other way.

7  
8 If any suit, action, or claim of the nature described above is filed, instituted, or begun  
9 against the City, the Permittee shall upon notice from the City defend the City at the sole cost  
10 and expense of the Permittee, and if a judgment is rendered against the City in any suit or action,  
11 the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been  
12 finally determined, if determined adversely to the City. If it is determined by a court of  
13 competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this  
14 ordinance, then in the event claims or damages are caused by or result from the concurrent  
15 negligence of:  
16

17 (a) the City, its agents, contractors, or employees; and

18 (b) the Permittee, its agents, contractors, or employees,

19 this indemnity provision shall be valid and enforceable only to the extent of the negligence of the  
20 Permittee or the Permittee's agents, contractors, or employees.  
21

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

- 3 (a) construction, reconstruction, modification, operation, maintenance, use, existence, or  
4 removal of the skybridge or any portion thereof, as well as restoration of any  
5 disturbed areas of the street right-of-way or other public place in connection with  
6 removal of the skybridge;  
7  
8 (b) the Permittee's activity upon or the use or occupation of the public place described in  
9 Section 1 of this ordinance; and  
10  
11 (c) claims and risks in connection with activities performed by the Permittee by virtue of  
12 the permission granted by this ordinance.

13 Minimum insurance requirements are CGL insurance based on the Insurance Services Office  
14 (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an  
15 insurer admitted and licensed to conduct business in Washington State or with a surplus lines  
16 carrier pursuant to RCW Chapter 48.15, except that if it is infeasible to obtain coverage with the  
17 required insurer, the City may approve an alternative insurer.

18 Minimum limits of liability shall be \$2,000,000 each occurrence combined single limit  
19 bodily injury and property damage, with \$4,000,000 annual aggregate. Coverage shall name the  
20 "City of Seattle, its elected and appointed officers, officials, employees and agents" as additional  
21 insureds for primary and non-contributory limits of liability subject to a Separation of Insureds  
22 clause.  
23

24 Within 60 days after the effective date of this ordinance, the Permittee shall provide to  
25 the City, or cause to be provided, certification of insurance coverage consisting of the CGL  
26 declarations page, schedule of forms and endorsements, and blanket or additional insured policy  
27



1 provision per the ISO CG 20 12 or equivalent. The insurance coverage certification shall be  
2 delivered or sent to the Director or to the Department of Transportation at an address as the  
3 Director may specify in writing from time to time.

4 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
5 or appropriate Finance Officer may be submitted in lieu of the insurance coverage certification  
6 required by this ordinance, if approved in writing by the City Risk Manager. The letter of  
7 certification must provide all information required by the City Risk Manager and document, to  
8 the satisfaction of the City Risk Manager, that self-insurance equivalent to the insurance  
9 requirements of this ordinance is in force. After a self-insurance certification is approved, the  
10 City may from time to time subsequently require updated or additional information. The  
11 approved self-insured Permittee must provide 30 days' notice of any cancellation or material  
12 adverse financial condition of its self-insurance program. The City may at any time revoke  
13 approval of self-insurance and require the Permittee to obtain and maintain insurance as  
14 specified in this ordinance.  
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17 In the event that Permittee assigns or transfers the permission granted by this ordinance,  
18 the Permittee shall maintain in effect the insurance required under this section until the Director  
19 has approved the assignment or transfer pursuant to Section 14.  
20

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

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

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

26       Section 14. **Consent for and conditions of assignment or transfer.** The permission  
27 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the



1 Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's  
2 consent, which the Director shall not unreasonably refuse. The Director may approve  
3 assignment or transfer of the permission granted by this ordinance to a successor entity only if  
4 the successor or assignee has accepted in writing all of the terms and conditions of the  
5 permission granted by this ordinance; has provided, at the time of said acceptance, the bond and  
6 certification of insurance coverage required under this ordinance; and has paid any fees due  
7 under Section 17 of this ordinance. Any person or entity seeking approval for an assignment or  
8 transfer of the permission granted by this ordinance shall provide the Director with a description  
9 of the current and anticipated use of the skybridge.  
10

11 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 (or  
12 successor provision), pay the City the amounts charged by the City to inspect the skybridge  
13 during construction, reconstruction, repair, annual structural inspections, and at other times  
14 deemed necessary to ensure the safety of the skybridge and the public.  
15

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

- 18 (a) describes the physical dimensions and condition of all load-bearing elements;  
19 (b) describes any damages or possible repairs to any element of the skybridge;  
20 (c) prioritizes all repairs and establishes a timeframe for making repairs; and  
21 (d) is stamped by a professional structural engineer licensed in the State of  
22

23 Washington.

24 A report meeting the foregoing requirements shall be submitted within 60 days after the effective  
25 date of this ordinance; subsequent reports shall be submitted every 5 years, within 30 days prior  
26 to the anniversary date of the effective date of this ordinance; provided that, in the event of a  
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1 natural disaster or other event that may have damaged the skybridge, the Director may require  
2 that additional reports be submitted by a date established by the Director. The Permittee has the  
3 duty of inspecting and maintaining the skybridge, and the responsibility to submit structural  
4 inspection reports periodically or as required by the Director does not waive or alter any of the  
5 Permittee's obligations under this ordinance nor create any duties on the part of the Director.

6  
7 Section 17. **Annual fee.** Beginning on December 1, 2010, and annually thereafter, the  
8 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an  
9 annual fee of \$5,658 or as adjusted annually thereafter, for the privileges granted by this  
10 ordinance.

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

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20  
21 Section 18. **Non-discrimination.** In all matters pertaining to the skybridge, the Permittee  
22 shall comply with the City's laws prohibiting discrimination in employment and contracting  
23 including Seattle's Fair Employment Practices Ordinance, Chapter 14.04 and Fair Contracting  
24 Practices code, Chapter 14.10 (or successor provisions).

25  
26 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the  
27 Director its written signed acceptance of the terms of this ordinance within 60 days after the



1 effective date of this ordinance. The Director shall file the written acceptance with the City  
2 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by  
3 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed  
4 and forfeited and Permittee shall, at its own expense, remove the skybridge and all of Permittee's  
5 equipment and property and replace and restore all portions of the street right-of-way or public  
6 place as provided in Section 5.

7  
8 Section 20. **Obligations of successors and assigns.** The obligations and conditions  
9 imposed on the Permittee by and through this ordinance are also imposed on the Permittee's  
10 successors and/or assigns regardless of whether the Director has approved assignment or transfer  
11 of the permission granted by this ordinance to such successors and/or assigns. All references in  
12 this ordinance to obligations or conditions imposed on the "Permittee" shall also be deemed to  
13 refer to the successors and assigns of the Permittee.

14  
15 The obligations and conditions imposed on the Permittee by and through this ordinance  
16 are covenants that run with the land and bind subsequent owners of the property adjacent to the  
17 skybridge and legally described in Section 1 of this ordinance, regardless of whether the Director  
18 has approved assignment or transfer of the permission granted herein to such subsequent  
19 owner(s). The Permittee shall, within 60 days of the effective date of this ordinance, and prior to  
20 conveying any interest in the property legally described in Section 1 of this ordinance, deliver to  
21 the Director upon a form to be supplied by the Director, a covenant agreement containing the  
22 obligations and conditions set forth in this ordinance, signed by the Permittee and recorded with  
23 the King County Recorder's Office. The Director shall file the recorded covenant agreement  
24 with the City Clerk. The covenant agreement shall contain a reference to this ordinance by its  
25 ordinance number.  
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1           Section 21. **Public benefit mitigation.** The permission granted by this ordinance is  
2 subject to the Permittee maintaining the existing public realm benefit mitigation, as  
3 recommended by the Seattle Design Commission. The Permittee shall maintain the following:

- 4           a) Public-use plaza, including landscaping, seating, paving, and lighting elements,  
5           occupying approximately 7,575 square feet in the southwest quadrant of the block  
6           located between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues and Cedar and Clay Streets;  
7  
8           b) Pedestrian lighting in alley and on roof of building;  
9           c) Security cameras in alley, plaza, and parking area; and  
10          d) Paving details around perimeter of building and tree pits.

11 Any changes to this list must be approved by the Director.

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

14           Section 23. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to  
15 the authority and in compliance with the conditions of this ordinance but prior to the effective  
16 date of the ordinance is ratified and confirmed.  
17

18           Section 24. This ordinance shall take effect and be in force 30 days after its approval by  
19 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
20 shall take effect as provided by Seattle Municipal Code Section 1.04.020.  
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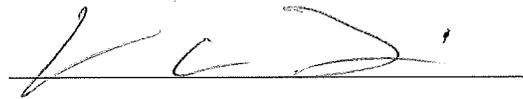


1 Passed by the City Council the 3<sup>rd</sup> day of October, 2011, and signed by  
2 me in open session in authentication of its passage this  
3 3<sup>rd</sup> day of October, 2011.

4  
5 

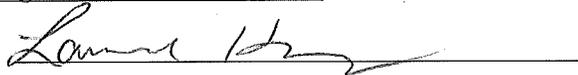
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this 13<sup>th</sup> day of October, 2011.

9  
10 

11 Michael McGinn, Mayor

12  
13 Filed by me this 12<sup>th</sup> day of October, 2011.

14 

15 For Monica Martinez Simmons, City Clerk

16 (Seal)



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

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

**Legislation Title:**

AN ORDINANCE granting Grange Insurance Association permission to maintain and operate a skybridge over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar 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 the Grange Insurance Association to continue maintaining and operating the existing skybridge located over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar 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 November 30, 2010. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

The Grange Insurance Association is to pay the City of Seattle an annual fee of \$5,658 commencing from the last paid annual fee invoice, December 1, 2010, 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 109660, the City granted permission to Grange Insurance Association to construct, maintain, and operate a skybridge over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar Street, for a ten-year term, renewable for two successive ten-year terms.

The permission authorized by Ordinance 109660 was renewed for two successive ten-year terms Ordinance 120503 and Resolution 28330 and the permission ended on November 30, 2010.



Please check one of the following:

**This legislation does not have any financial implications.**  
(Stop here and delete the remainder of this document prior to saving and printing.)

**This legislation has financial implications.** (Please complete all relevant sections that follow.)

**Appropriations:** N/A

**Anticipated Revenue/Reimbursement: Resulting from this Legislation:**

This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

<b>Fund Name and Number</b>	<b>Department</b>	<b>Revenue Source</b>	<b>2011 Revenue</b>	<b>2012 Revenue</b>
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	2010 Fee = \$5,658 2011 Fee = \$5,658	\$5,658
<b>TOTAL</b>			<b>\$11,316</b>	<b>\$5,658</b>

**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

**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 \$5,658. 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 109660, will no longer be permitted.

**Does this legislation affect any departments besides the originating department?**

None.

**What are the possible alternatives to the legislation that could achieve the same or similar objectives?**



None.

**Is the legislation subject to public hearing requirements?**

No.

**Other Issues:** (Include long-term implications of the legislation.)

N/A

**List attachments to the fiscal note below:**

- Attachment A – Grange Insurance Association Area Map
- Attachment B - Annual Fee Assessment Summary



### Attachment A – Grange Insurance Association Skybridge Area Map



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



Angela Steel  
SDOT Grange Insurance Skybridge ATT B  
August 2, 2011  
Version #1

Attachment B – Grange Insurance Association Skybridge



Angela Steel  
SDOT Grange Insurance Skybridge ATT C  
August 2, 2011  
Version #1

Attachment C – Grange Insurance Association Public Benefit



Attachment D - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 8/2/11

<p><u>Summary:</u> <b>Land Value:</b> \$260/SF <b>First Year Permit Fee:</b> <b>\$5,658</b></p>
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**I. Property Description:**

Existing pedestrian skybridge located over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar Street. The skybridge provides a connection over the alley between the Grange Insurance Association building facilities. The skybridge area is **136 square feet**.

**Applicant:**

Grange Insurance Association

**Abutting Parcels, Property Size, Assessed Value:**

Parcel 0656000045; 38,800 square feet

Tax year 2010 Appraised Land Value \$10,108,800

2010 tax assessed land value: \$260/SF

**II. Annual Fee Assessment:**

The 2010 permit fee is calculated as follows:

$(\$260/\text{SF}) \times (236 \text{ SF}) \times (200\%) \times (8\%) = \boxed{\$5,658}$ , where 200% is the degree of alienation for a private-use skybridge and 8% is estimated annual rate of return.

Fee methodology authorized under Ordinance 123485.





City of Seattle  
Office of the Mayor

August 23, 2011

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that will grant to Grange Insurance Association a new ten-year permit for an existing skybridge over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar Street, renewable for two additional ten-year terms.

Use of the existing skybridge over the alley, which was last authorized by Ordinance 109660, provides a connection for employees and private utilities between the Grange Insurance Association buildings at 200 Cedar Street. The Grange Insurance Association has provided existing installations for public use, including a public plaza, seating, landscaping, and lighting. These existing public benefits serve as an extraordinary example of public benefit mitigation. 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



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STATE OF WASHINGTON – KING COUNTY

--SS.

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277512  
CITY OF SEATTLE, CLERKS OFFICE

No. 123722,723,724,725,726

**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 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

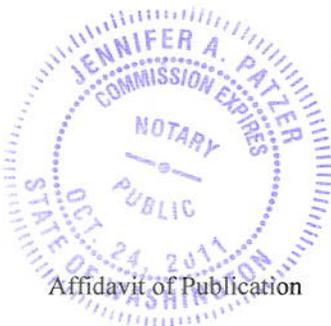
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

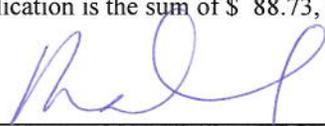
was published on

10/20/11

The amount of the fee charged for the foregoing publication is the sum of \$ 88.73, which amount has been paid in full.



Affidavit of Publication

  
\_\_\_\_\_  
Subscribed and sworn to before me on

10/20/11

  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

## State of Washington, King County

### City of Seattle Title Only Ordinances

The full text of the following legislation, passed by the City Council on October 3, 2011, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

#### ORDINANCE NO. 123722

AN ORDINANCE related to the enforcement of the City's sick and safe time regulations, increasing appropriations in the 2011 Adopted Budget for the Seattle Office for Civil Rights; and creating a position in the Seattle Office for Civil Rights; all by a three-fourths vote of the City Council.

#### ORDINANCE NO. 123723

AN ORDINANCE granting Grange Insurance Association permission to maintain and operate a skybridge over and across the alley between 2nd Avenue and 3rd Avenue, north of Cedar 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.

#### ORDINANCE NO. 123724

AN ORDINANCE relating to Seattle Public Utilities; authorizing the transfer of approximately 173 acres located in Sections 30, 31, and 32, Township 22 North, Range 8 East W.M., to the Muckleshoot Indian Tribe in satisfaction of the City's obligations under the Cedar River Settlement Agreement; and declaring said property to be surplus to the City's needs and not required for continued utility needs.

#### ORDINANCE NO. 123725

AN ORDINANCE relating to the Technology Matching Fund Program; making allocations and authorizing implementation of certain Technology Matching Fund projects in 2011; providing that 2011 appropriations for the Technology Matching Fund from the Cable Television Franchise Subfund and from the Information Technology Fund shall automatically carry forward into the 2012 fiscal year; and ratifying and confirming certain prior acts.

#### ORDINANCE NO. 123726

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to purchase certain real property located at 10042 Rainier Avenue S., Seattle, Washington, King County Parcel Identification No. 807300-0538; to execute, accept and record deeds and other necessary and convenient documents and agreements on behalf of the City.

Date of publication in the Seattle Daily Journal of Commerce, October 20, 2011.

10/20(277512)



FILED  
CITY OF SEATTLE  
12 MAR 13 PM 1:01  
CITY CLERK

November 30, 2011

SDOT  
Attn: Angela Steel  
PO Box 34996  
Seattle, WA 98124

Re: Letter of Acceptance  
Ordinance 123723

Dear Angela,

Grange Insurance Association accepts the terms and conditions of ordinance #123723, effective 11/11/11.

This ordinance grants permission for Grange Insurance Association to maintain and operate a skybridge over and across the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, north of Cedar Street, for a ten-year term, from 12/1/10-11/30/20, renewable for two successive ten-year terms per the terms and conditions of ordinance #123723.

Sincerely,

  
Todd Merkley, CIC, AFIS  
Corporate Secretary

Fill w/  
ORD. 123723