

CITY OF SEATTLE
ORDINANCE 126158
COUNCIL BILL 119745

AN ORDINANCE granting the University of Washington (UW) permission to maintain and operate five existing pedestrian skybridges located around the perimeter of the UW campus as a Campus Pedestrian Skybridge Network, for a ten-year term; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

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

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

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

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

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

5 WHEREAS, currently the 15th Avenue Northeast Skybridge provides an east-west connection
6 over 15th Avenue Northeast between the central campus and the Henry Art Gallery on
7 the east and the UW Administration Building, Campus Parkway transit center, and
8 adjacent businesses and residence halls on the west; the Pacific/Hitchcock Skybridge
9 provides a north-south connection over Northeast Pacific Street between the Burke-
10 Gilman Trail, central campus, and Kincaid Hall to the north and Hitchcock Hall on the
11 south campus; the Pacific/T-Wing Skybridge provides a north-south connection over
12 Northeast Pacific Street between the Burke-Gilman Trail and Garfield Lane of the central
13 campus and the Magnuson Health Sciences Center on the south campus; and the
14 Montlake/Wahkiakum Skybridge and Montlake/Whatcom Skybridge provide east-west
15 connections over Montlake Boulevard Northeast between the Burke-Gilman Trail on the
16 central campus and the parking lots at the UW athletic complex; and

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

1 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the five
2 existing skybridges described above to legally occupy a portion of the public place;

3 NOW, THEREFORE,

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

5 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
6 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to the
7 University of Washington, and its successors and assigns as approved by the Director of the
8 Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the
9 party named above and each such approved successor and assign are referred to as “Permittee”),
10 to maintain and operate five existing pedestrian skybridges and related appurtenances,
11 collectively referred to as the “Campus Pedestrian Skybridge Network,” specifically limited to
12 the following:

13 (a) 15th Avenue Northeast skybridge located over and across 15th Avenue Northeast,
14 approximately 84 feet north of the centerline of Northeast Campus Parkway;

15 (b) Pacific/Hitchcock skybridge located over and across Northeast Pacific Street,
16 north of the Hitchcock Building, approximately 450 feet east of 15th Avenue Northeast;

17 (c) Pacific/T-Wing skybridge located over and across Northeast Pacific Street, north
18 of the Magnuson Health Sciences Center, approximately 1,250 feet west of Montlake Boulevard
19 Northeast;

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

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

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

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

14 Section 3. **Basis for renewal.** The Permittee shall provide to the City, by the end of the
15 third year of the initial term, a copy of an Americans with Disability Act (ADA) Transition Plan
16 for the University of Washington Seattle Campus that includes information regarding how
17 student input was solicited and incorporated into the Plan. The Permittee shall provide to the
18 City, by the end of the eighth year of the initial term, an analysis and evaluation of the necessity
19 of all skybridge campus connections, with specific attention to the 15th Avenue Northeast and
20 Pacific/Hitchcock bridge crossings; an evaluation and analysis of any feasible at-grade crossing
21 alternatives to the Campus Pedestrian Skybridge Network; an evaluation and analysis of
22 combining the Montlake/Wahkiakum and Montlake/Whatcom skybridges located over and
23 across Montlake Boulevard Northeast into one pedestrian crossing; identify means to address

1 Americans with Disabilities Act (ADA) compliance standards for all skybridges; and include a
2 recommended timeline for addressing any proposed work. The Director, in reviewing the
3 application for renewal, shall make the application decision based on the Permittee’s evaluation,
4 analysis, and recommendations. If ADA accessibility for any of the skybridges is not feasible,
5 but the Permittee has identified alternatives that would provide equivalent access, the Permittee
6 should include that information with its analysis and evaluation. If the Director accepts the
7 recommendations, or determines that additional modifications to or removal of the Campus
8 Pedestrian Skybridge Network or any individual skybridge is required, the Permittee will be
9 provided with a written determination and given a timeline for making the modifications or
10 removals. Nothing in this section impairs the rights of the City Council and the Director under
11 other sections of this ordinance, including to require removal of the Campus Pedestrian
12 Skybridge Network, or any individual skybridge, pursuant to Section 5 of this ordinance.

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

20 Section 5. **Removal for public use or for cause.** The permission granted is subject to use
21 of the street right-of-way or other public place (collectively, “public place”) by the City and the
22 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
23 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial

1 term or any renewal term, and require the Permittee to remove the Campus Pedestrian Skybridge
2 Network, or any individual skybridge, or any part thereof or installation on the public place, at
3 the Permittee's sole cost and expense, in the event that:

4 (a) The City Council determines by ordinance that the space occupied by the Campus
5 Pedestrian Skybridge Network, or any individual skybridge, or any portion of the entire Campus
6 Pedestrian Skybridge Network is necessary for any public use or benefit or that any portion of
7 the Campus Pedestrian Skybridge Network, or any individual skybridge, interferes with any
8 public use or benefit; or

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

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 after a
13 written request by the City to correct the violation (unless a notice to correct is not required due
14 to an immediate threat to the health or safety of the public).

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

19 **Section 6. Permittee's obligation to remove and restore.** If the permission granted
20 expires without an application for a new permission being granted, or if the City terminates the
21 permission, then within 90 days after the expiration or termination of the permission, or prior to
22 any earlier date stated in an ordinance or order requiring removal of the entire Campus
23 Pedestrian Skybridge Network or any portion, or any individual skybridge, the Permittee shall, at

1 its own expense, remove any portion, in whole or in part, of the Campus Pedestrian Skybridge
2 Network, or any individual skybridge, and all of the Permittee's equipment and property from
3 the public place and replace and restore all portions of the public place that may have been
4 disturbed for any part of the Campus Pedestrian Skybridge Network, or any individual
5 skybridge, in as good condition for public use as existed prior to construction of the Campus
6 Pedestrian Skybridge Network and in at least as good condition in all respects as the abutting
7 portions of the public place as required by Seattle Department of Transportation (SDOT) right-
8 of-way restoration standards.

9 Failure to remove the Campus Pedestrian Skybridge Network, or any individual
10 skybridge, as required by this section is a violation of Chapter 15.90 of the Seattle Municipal
11 Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate
12 any remedies available to the City under this ordinance or any other authority. If the Permittee
13 does not timely fulfill its obligations under this section, the City may in its sole discretion
14 remove the Campus Pedestrian Skybridge Network, or any individual skybridge, and restore the
15 public place at the Permittee's expense, and collect such expense in any manner provided by law.

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

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

11 **Section 8. Failure to correct unsafe condition.** After written notice to the Permittee and
12 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
13 Director may order any portion of the Campus Pedestrian Skybridge Network, or any individual
14 skybridge, be closed or removed at the Permittee’s expense if the Director deems that any
15 portion of the Campus Pedestrian Skybridge Network, or any individual skybridge, has become
16 unsafe or creates a risk of injury to the public. If there is an immediate threat to the health or
17 safety of the public, a notice to correct is not required.

18 **Section 9. Continuing obligations.** Notwithstanding termination or expiration of the
19 permission granted, or closure or removal of the Campus Pedestrian Skybridge Network, or any
20 individual skybridge, the Permittee shall remain bound by all of its obligations under this
21 ordinance until the Director has issued a certification that the Permittee has fulfilled its removal
22 and restoration obligations under Section 6 of this ordinance. Notwithstanding the issuance of
23 that certification, the Permittee shall continue to be bound by the obligations in Section 10 of this

1 ordinance and shall remain liable for any unpaid fees assessed under Section 15 or Section 17 of
2 this ordinance.

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

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

17 (a) The existence, condition, construction, reconstruction, modification, maintenance,
18 operation, use, or removal of the Campus Pedestrian Skybridge Network or any portion thereof,
19 or the use, occupation, or restoration of the public place or any portion thereof by the Permittee
20 or any other person or entity;

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

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

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

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

21 (a) Construction, reconstruction, modification, operation, maintenance, use,
22 existence, or removal of the Campus Pedestrian Skybridge Network or any portion thereof, as

1 well as restoration of any disturbed areas of the public place in connection with removal of any
2 portion of the Campus Pedestrian Skybridge Network;

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

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

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

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

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

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

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

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

21 Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust
22 minimum liability insurance levels and surety bond requirements during the term of this
23 permission. If the Director determines that an adjustment is necessary to fully protect the

1 interests of the City, the Director shall notify the Permittee of the new requirements in writing.
2 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
3 insurance and surety bond levels to the Director.

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

17 **Section 15. Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
18 successor provision, pay the City the amounts charged by the City to inspect the Campus
19 Pedestrian Skybridge Network or any portion thereof during reconstruction, repair, annual safety
20 inspections, and at other times deemed necessary by the City. An inspection or approval of the
21 Campus Pedestrian Skybridge Network, or any individual skybridge, by the City shall not be
22 construed as a representation, warranty, or assurance to the Permittee or any other person as to
23 the safety, soundness, or condition of the Campus Pedestrian Skybridge Network, or any

1 individual skybridge. Any failure by the City to require correction of any defect or condition
2 shall not in any way limit the responsibility or liability of the Permittee.

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

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

11 A report meeting the foregoing requirements shall be submitted within 60 days after the
12 effective date of this ordinance; subsequent reports shall be submitted every two years, within 30
13 days prior to the anniversary date of the last inspection report; provided that, in the event of a
14 natural disaster or other event that may have damaged the Campus Pedestrian Skybridge
15 Network, or any individual skybridge, the Director may require that additional reports be
16 submitted by a date established by the Director. The Permittee has the duty of inspecting and
17 maintaining the Campus Pedestrian Skybridge Network, or any individual skybridge. The
18 responsibility to submit structural inspection reports periodically or as required by the Director
19 does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt
20 of any reports by the Director shall not create any duties on the part of the Director. Any failure
21 by the Director to require a report, or to require action after receipt of any report, shall not waive
22 or limit the obligations of the Permittee.

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

7 Individually, the first annual Occupation Fee for each skybridge is:

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

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

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

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

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

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

- 20 1. Widening the trail width from 14 feet to 21 feet;
- 21 2. Separating pedestrians and bike users;
- 22 3. Providing bicycle shelters and new trail furnishings;

1 4. Creating “mixing zones” to consolidate intersection points on the trail, including
2 bicycle parking;

3 5. Replacing non-ADA compliant connections with universal access infrastructure,
4 including ADA improvements at the Pacific/Hitchcock and Pacific/T-Wing skybridges;

5 6. Installing new transit plaza on Northeast Pacific Street, with improved security
6 features;

7 7. Installing new vertical circulation between the trail and the overpass of Pacific
8 Street and transit plaza;

9 8. Installing signalization and crosswalk improvements on 15th Avenue Northeast;
10 and

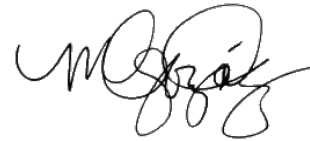
11 9. Improving sightlines, lighting levels, and other principles of “Crime Prevention
12 Through Environmental Design.”

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

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

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

4 Passed by the City Council the 8th day of September, 2020,
5 and signed by me in open session in authentication of its passage this 8th day of
6 September, 2020.



7 _____
8 President _____ of the City Council

9 Returned Unsigned by me this 11th day of September, 2020.

10 **Returned Unsigned by Mayor**
11 _____

Jenny A. Durkan, Mayor

12 Filed by me this 11th day of September, 2020.



13 _____
14 Monica Martinez Simmons, City Clerk

15 (Seal)