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117349

ORDINANCE _____

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AN ORDINANCE granting 2020 Fifth Avenue, LLC permission to construct, maintain, and operate a pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Hammer Company and Clise, Inc. had applied for permission to construct a pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street, including installing additional public benefit elements; and

WHEREAS, the pedestrian skybridge will serve as a connection between the office building on 6th Avenue and the parking garage located on 5th Avenue; and

WHEREAS, the Seattle Design Commission recommended approval of the skybridge and public benefit installations on April 21, 2011; and

WHEREAS, prior to construction of the new skybridge, 2020 Fifth Avenue, LLC will remove the existing skybridge authorized by Ordinance 123313; and

WHEREAS, by Resolution 31319, the City granted conceptual approval of the new pedestrian skybridge and public benefit installations to Hammer Company and Clise, Inc.; and

WHEREAS, on October 13, 2011, the property ownership was transferred to 2020 Fifth Avenue, LLC; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the pedestrian skybridge to legally occupy a portion of the public right-of-way or other public place, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle ("City") grants permission (also referred to in this ordinance as a permit) to 2020 Fifth Avenue LLC, and its successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director") according to Section 14 of this ordinance (the party named above and each approved successor and assign is referred to as "Permittee"), to construct,



1 maintain, and operate a pedestrian skybridge (skybridge) in the mid-block portion of the alley
2 between 5th Avenue and 6th Avenue, south of Lenora Street, adjacent in whole or in part to the
3 property legally described as:

4 Lots 7, 8, 9, and 10 (less portion for street), Block 15, of Addition to town of Seattle, as
5 laid off by Heirs of Sarah A. Bell (Deceased), commonly known as Heirs of Sarah A.
6 Bell's Second Addition to the City of Seattle, according to plat recorded in Volume I of
7 plats, page 103, records of King County, Washington.
8

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

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

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

20
21 Section 5. **Permittee's obligation to remove and restore.** If the permission granted is
22 not renewed at the expiration of a term, or if the permission expires without an application for a
23 new permission being granted, or if the City terminates the permission, then within 90 days after
24 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
25 or order requiring removal of the skybridge, the Permittee shall, at its own expense, remove the
26 skybridge and all of the Permittee's equipment and property from the public place and replace
27



1 and restore all portions of the public place that may have been disturbed for any part of the
2 skybridge in as good condition for public use as existed prior to construction of the skybridge
3 and in at least as good condition in all respects as the abutting portions of the public place as
4 required by SDOT right-of-way restoration standards.

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

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

18 Section 6. **Repair or reconstruction.** The skybridge shall remain the exclusive
19 responsibility of the Permittee and the Permittee shall maintain the skybridge in good and safe
20 condition for the protection of the public. The Permittee shall not reconstruct or repair the
21 skybridge except in strict accordance with plans and specifications approved by the Director.
22 The Director may, in the Director's judgment, order the skybridge reconstructed or repaired at
23 the Permittee's cost and expense because of: the deterioration or unsafe condition of the
24



1 skybridge; the installation, construction, reconstruction, maintenance, operation, or repair of any
2 municipally-owned public utilities; or for any other cause.

3 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
4 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
5 Director may order the skybridge be closed or removed at the Permittee's expense if the Director
6 deems that the skybridge has become unsafe or creates a risk of injury to the public. If there is
7 an immediate threat to the health or safety of the public, a notice to correct is not required.
8

9 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
10 permission granted, or closure or removal of the skybridge, the Permittee shall remain bound by
11 all of its obligations under this ordinance until the Director has issued a certification that the
12 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.
13 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by
14 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed
15 under Section 17 of this ordinance.
16

17 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
18 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
19 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
20 attorneys' fees, or damages of every kind and description arising out of or by reason of the
21 skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or
22 loss to the Permittee or the Permittee's property.
23

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

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

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

12 (c) the Permittee failing or refusing to strictly comply with every provision of this
13 ordinance; or arising out of or by reason of the skybridge or this ordinance in any other way.

14
15 If any suit, action, or claim of the nature described above is filed, instituted, or begun
16 against the City, the Permittee shall upon notice from the City defend the City, with counsel
17 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
18 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
19 within 90 days after the action or suit has been finally determined, if determined adversely to the
20 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
21 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
22 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
23 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
24 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
25 contractors, or employees.
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1 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
2 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
3 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
4 and maintain in full force and effect, at its own expense, insurance that protects the City from
5 claims and risks of loss from perils that can be insured against under commercial general liability
6 (CGL) insurance policies in conjunction with:

- 7
- 8 (a) construction, reconstruction, modification, operation, maintenance, use, existence, or
9 removal of the skybridge or any portion thereof, as well as restoration of any
10 disturbed areas of the public place in connection with removal of the skybridge;
 - 11 (b) the Permittee's activity upon or the use or occupation of the public place described in
12 Section 1 of this ordinance; and
 - 13 (c) claims and risks in connection with activities performed by the Permittee by virtue of
14 the permission granted by this ordinance.
15

16 Minimum insurance requirements are CGL insurance based on the Insurance Services Office
17 (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an
18 insurer admitted and licensed to conduct business in Washington State or with a surplus lines
19 carrier pursuant to RCW Chapter 48.15, except that if it is infeasible to obtain coverage with the
20 required insurer, the City may approve an alternative insurer.
21

22 Minimum limits of liability shall be \$2,000,000 each occurrence combined single limit
23 bodily injury and property damage, with \$4,000,000 annual aggregate. Coverage shall name the
24 "City of Seattle, its elected and appointed officers, officials, employees and agents" as additional
25 insureds for primary and non-contributory limits of liability subject to a Separation of Insureds
26 clause.
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1 Within 60 days after the effective date of this ordinance, the Permittee shall provide to
2 the City, or cause to be provided, certification of insurance coverage consisting of the CGL
3 declarations page, schedule of forms and endorsements, and blanket or additional insured policy
4 provision per the ISO CG 20 12 or equivalent, modified as necessary to conform to the
5 requirements of this ordinance. The insurance coverage certification shall be delivered or sent to
6 the Director or to the Department of Transportation at an address as the Director may specify in
7 writing from time to time. The Permittee shall promptly provide a complete copy of the
8 insurance policy to the City upon request.

10 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
11 or appropriate Finance Officer may be submitted in lieu of the insurance coverage certification
12 required by this ordinance, if approved in writing by the City Risk Manager. The letter of
13 certification must provide all information required by the City Risk Manager and document, to
14 the satisfaction of the City Risk Manager, that self-insurance equivalent to the insurance
15 requirements of this ordinance is in force. After a self-insurance certification is approved, the
16 City may from time to time subsequently require updated or additional information. The
17 approved self-insured Permittee must provide 30 days' prior notice of any cancellation or
18 material adverse financial condition of its self-insurance program. The City may at any time
19 revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as
20 specified in this ordinance.

23 In the event that the Permittee assigns or transfers the permission granted by this
24 ordinance, the Permittee shall maintain in effect the insurance required under this section until
25 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.
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1 Section 11. **Contractor insurance.** The Permittee shall contractually require that any
2 and all of its contractors performing work on any premises contemplated by this permit name the
3 “City of Seattle, its elected and appointed officers, officials, employees and agents” as additional
4 insureds for primary and non-contributory limits of liability on all CGL, Automobile and
5 Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract
6 documents with its contractors a third-party beneficiary provision extending to the City
7 construction indemnities and warranties granted to the Permittee.
8

9 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
10 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
11 executed by a surety company authorized and qualified to do business in the State of Washington
12 that is: in the amount of \$40,000, and conditioned with a requirement that the Permittee shall
13 comply with every provision of this ordinance and with every order the Director issues under this
14 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
15 a certification that the Permittee has fulfilled its removal and restoration obligations under
16 Section 5 of this ordinance. An irrevocable letter of credit approved by the City Risk Manager
17 may be substituted for the bond upon approval of the Director. In the event that the Permittee
18 assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in
19 effect the bond or letter of credit required under this section until the Director has approved the
20 assignment or transfer pursuant to Section 14 of this ordinance.
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23 Section 13. **Adjustment of insurance and bond requirements.** The Director, in
24 consultation with the City Risk Manager, may adjust minimum liability insurance levels and
25 surety bond requirements during the term of this permission. If the Director and City Risk
26 Manager determine that an adjustment is necessary to fully protect the interests of the City, the
27



1 Director shall notify the Permittee of the new requirements in writing. The Permittee shall,
2 within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond
3 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
8 assignment or transfer of the permission granted by this ordinance to a successor entity only if
9 the successor or assignee has accepted in writing all of the terms and conditions of the
10 permission granted by this ordinance; has provided, at the time of the acceptance, the bond and
11 certification of insurance coverage required under this ordinance; and has paid any fees due
12 under Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer,
13 the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the
14 successors and assigns. Any person or entity seeking approval for an assignment or transfer of
15 the permission granted by this ordinance shall provide the Director with a description of the
16 current and anticipated use of the skybridge.
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19 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
20 successor provision, pay the City the amounts charged by the City to inspect the skybridge
21 during construction, reconstruction, repair, annual safety inspections, and at other times deemed
22 necessary by the City. Inspection or approval of the skybridge by the City shall not be construed as
23 a representation, warranty, or assurance to the Permittee or any other person as to the safety,
24 soundness, or condition of the skybridge. Any failure by the City to require correction of any defect
25 or condition shall not in any way limit the responsibility or liability of the Permittee.
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2 Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to the
3 Department of Transportation at an address specified by the Director, an inspection report that:

- 4 (a) describes the physical dimensions and condition of all load-bearing elements;
5 (b) describes any damages or possible repairs to any element of the skybridge;
6 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
7 (d) is stamped by a professional structural engineer licensed in the State of
8 Washington.
9

10 A report meeting the foregoing requirements shall be submitted within 60 days after the
11 construction of the skybridge is completed. Subsequent reports shall be submitted every 2 years,
12 within 30 days prior to the anniversary date of the effective date of this ordinance; provided that,
13 in the event of a natural disaster or other event that may have damaged the skybridge, the
14 Director may require that additional reports be submitted by a date established by the Director.
15

16 The Permittee has the duty of inspecting and maintaining the skybridge, and the responsibility to
17 submit structural inspection reports periodically or as required by the Director does not waive or
18 alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by
19 the Director shall not create any duties on the part of the Director. Any failure by the Director to
20 require a report, or to require action after receipt of any report, shall not waive or limit the
21 obligations of the Permittee.
22

23 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
24 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
25 Director, an annual fee of \$32,160, or as adjusted annually thereafter, for the privileges granted
26 by this ordinance.
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1 Adjustments to the annual fee shall be made in accordance with a term permit fee
2 schedule adopted by the City Council and may be made every year. In the absence of a schedule,
3 the Director may only increase or decrease the previous year's fee to reflect any inflationary
4 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by
5 adjusting the previous year's fee by the percentage change between the two most recent year-end
6 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All
7 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
8 City Finance Director for credit to the Transportation Operating Fund.
9

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

17 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
18 Director its written signed acceptance of the terms of this ordinance within 60 days after the
19 effective date of this ordinance. The Director shall file the written acceptance with the City
20 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
21 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
22 and forfeited. The Permittee shall not commence construction of the skybridge prior to the
23 Permittee delivering its written signed acceptance of the terms of this ordinance and providing
24 the bond and certification of insurance coverage required by this ordinance as well as the
25 covenant agreement required by Section 20 of this ordinance.
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1 Section 20. **Obligations run with Property.** The obligations and conditions imposed on
2 the Permittee by and through this ordinance are covenants that run with the land and bind
3 subsequent owners of the property adjacent to the skybridge and legally described in Section 1 of
4 this ordinance (the "Property"), regardless of whether the Director has approved assignment or
5 transfer of the permission granted herein to such subsequent owner(s). At the request of the
6 Director, Permittee shall provide to the Director a current title report showing the identity of all
7 owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60
8 days of the effective date of this ordinance, and prior to conveying any interest in the Property,
9 deliver to the Director upon a form to be supplied by the Director, a covenant agreement
10 imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by
11 the Permittee and any other owner(s) of the Property and recorded with the King County
12 Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk.
13 The covenant agreement shall reference this ordinance by its ordinance number. At the request
14 of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the
15 covenant agreement.

16 Section 21. **Public benefit mitigation.** The permission granted by this ordinance is
17 subject to the Permittee completing the public benefit mitigation within one year of the effective
18 date of this ordinance. The Permittee shall remove the following:
19

- 20 a) the existing pedestrian skybridge authorized by Ordinance 123313; and
21 b) the retaining wall, planters, and two parking stalls located on the west side of the
22 property described in Section 1, east of the alley.
23

24 The Permittee shall install and maintain the following:
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- 1 a) an outdoor seating area with landscaping, awning, and stamped concrete paving
- 2 on the west side of the property described in Section 1;
- 3 b) an awning on the north side of the building along Lenora Street;
- 4 c) three trees along the south side of Lenora Street, east of the alley;
- 5 d) exterior pedestrian lighting in the alley; and
- 6 e) stamped concrete paving in the north margin of the alley, south of Lenora Street.

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8 Prior to construction of these elements, the Permittee shall obtain the required permits
9 from the appropriate City departments. Following construction, Permittee shall maintain these
10 elements in good and safe condition.

11 Section 22. **Section titles.** Section titles are for convenient reference only and do not
12 modify or limit the text of a section.
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1 Section 23. 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 ____ day of _____, 2011, and
5 signed by me in open session in authentication of its passage this
6 ____ day of _____, 2011.

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President _____ of the City Council

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Approved by me this ____ day of _____, 2011.

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Michael McGinn, Mayor

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Filed by me this ____ day of _____, 2011.

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Monica Martinez Simmons, City Clerk

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(Seal)

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FISCAL NOTE FOR NON-CAPITAL PROJECTS

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

Legislation Title:

AN ORDINANCE granting 2020 Fifth Avenue, LLC permission to construct, maintain, and operate a pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary of the Legislation:

The legislation grants permission to 2020 Fifth Avenue, LLC, to construct, maintain, and operate a pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street. An area map is attached for reference.

The permit is for an initial ten-year term, renewable for two successive ten-year terms, not to exceed a total of 30 years. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions that will include a commitment to provide public benefit installations and removal of an existing skybridge. A depiction of the new skybridge and public benefit installations are attached for reference.

2020 Fifth Avenue, LLC is to pay to the City of Seattle an annual fee of \$32,160 starting the effective date of this ordinance 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 Resolution 31319, the City granted conceptual approval of the new pedestrian skybridge and public benefit installations to Hammer Company and Clise, Inc. On October 13, 2011, the adjoining property was transferred to 2020 Fifth Avenue, LLC.

Hammer Company and Clise, Inc. have an existing skybridge in the northern portion of the alley between 5th and 6th Avenue, under Ordinance 123313, which permission will expire in July 2012. As part of the proposal, 2020 Fifth Avenue, LLC will be removing the existing skybridge.



Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	\$0	\$32,160
TOTAL			\$0	\$32,160

Revenue/Reimbursement Notes: N/A

Other Implications:

- a) Does the legislation have indirect financial implications, or long-term implications?
No
- b) What is the financial cost of not implementing the legislation?
If the legislation is not enacted by the City Council, the City of Seattle will not receive the annual fee of \$32,160. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis.
- c) Does this legislation affect any departments besides the originating department?
No
- d) What are the possible alternatives to the legislation that could achieve the same or similar objectives? None
- e) Is a public hearing required for this legislation?
No
- f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No
- g) Does this legislation affect a piece of property?
Yes, an area map is attached for reference.



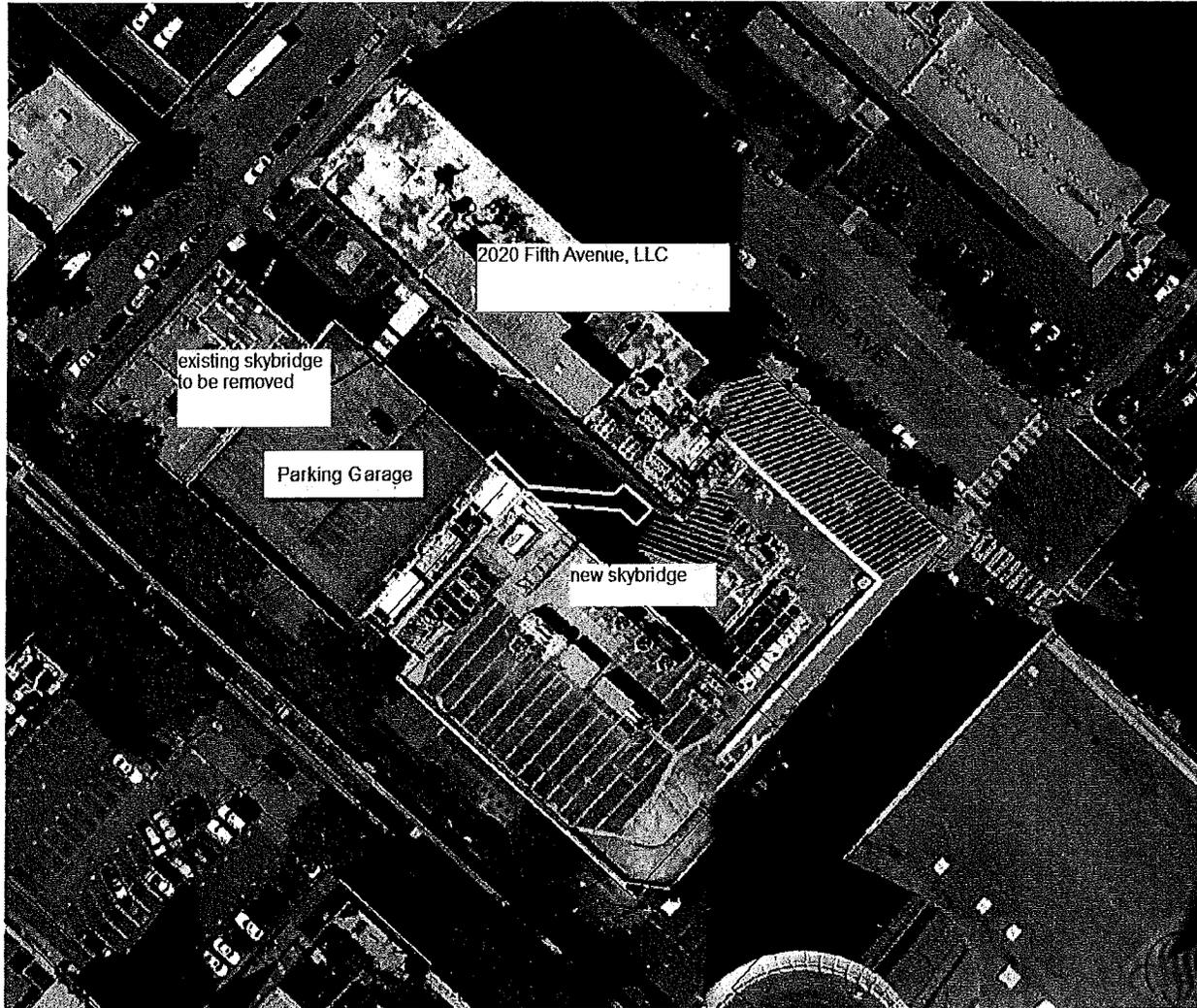
h) Other Issues: N/A

List attachments to the fiscal note below:

- Attachment A – 2020 Fifth Avenue LLC Skybridge Area Map
- Attachment B – 2020 Fifth Avenue LLC Skybridge Design
- Attachment C – 2020 Fifth Avenue LLC Public Benefit Installations
- Attachment D - Annual Fee Assessment Summary



Attachment A – 2020 Fifth Avenue LLC Skybridge Area Map



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



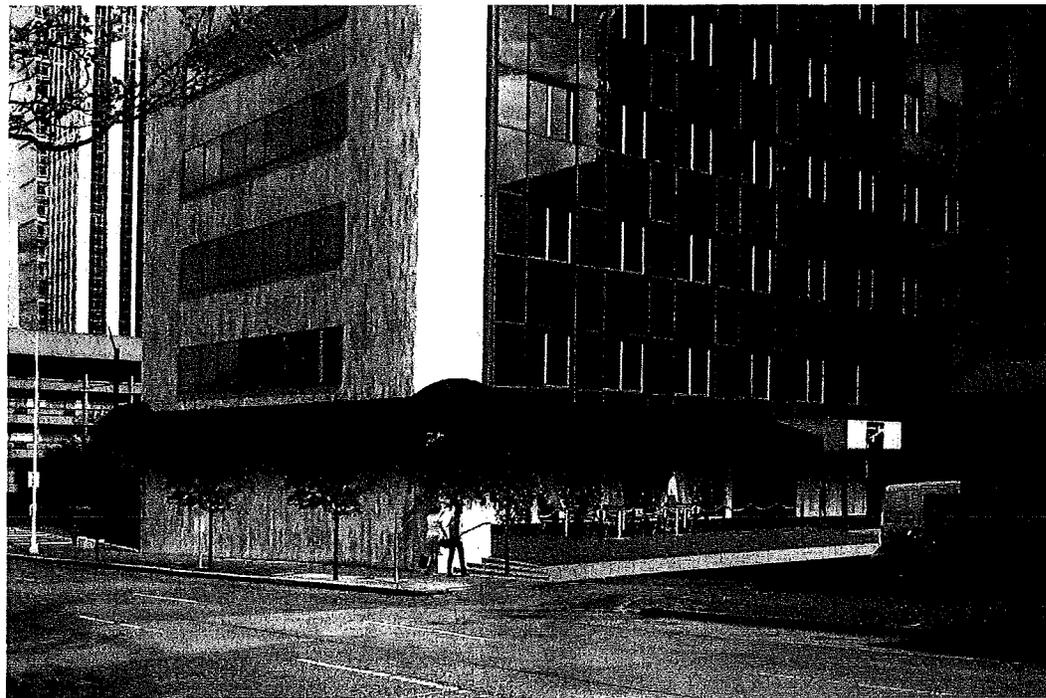
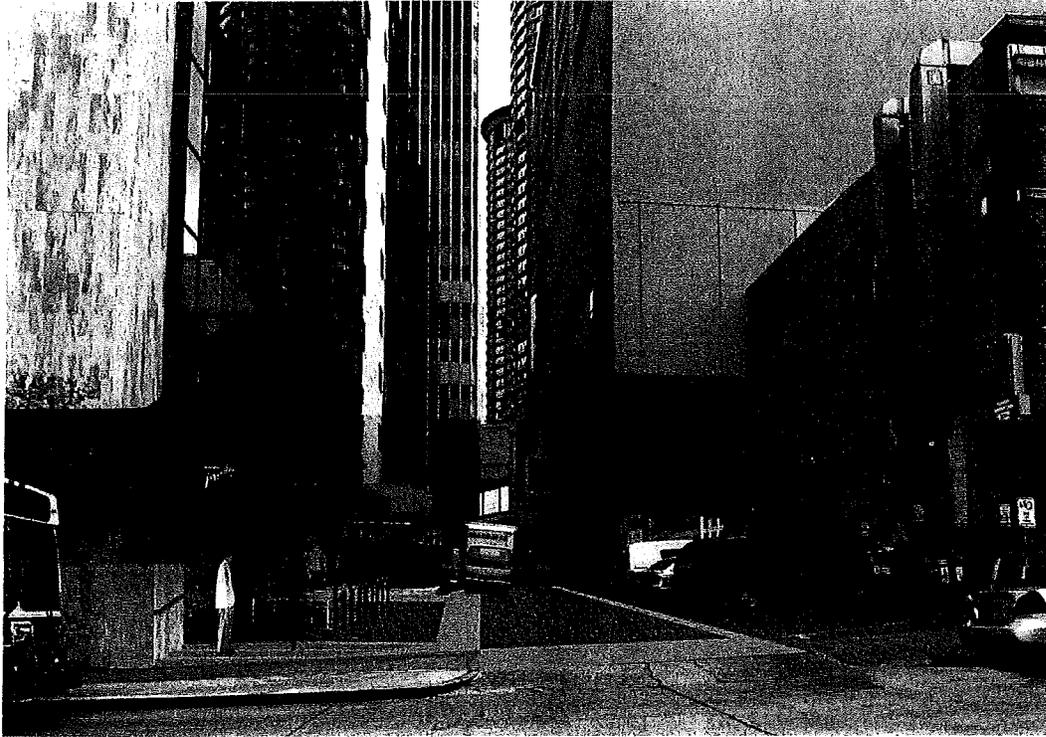
Angela Steel
SDOT 2020 Fifth Avenue LLC Skybridge ATT B
October 27, 2011
Version #1

Attachment B – 2020 Fifth Avenue LLC Skybridge Design



Angela Steel
SDOT 2020 Fifth Avenue LLC Skybridge ATT C
October 27, 2011
Version #1

Attachment C – 2020 Fifth Avenue LLC Public Benefit Installations



Attachment D - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 10/27/11

<p><u>Summary:</u> Land Value: \$500/SF First Year Permit Fee: \$32,160</p>
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I. Property Description:

New pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street. The skybridge connects parking facilities located on 5th Avenue with the ActiveVoice Building on 6th Avenue. Adjacent tax parcels are listed below. The skybridge is 402 square feet.

Applicant:

2020 Fifth Avenue, LLC

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 0659000905; 25,920 square feet
Tax year 2012 Appraised Land Value \$12,960,000
Assessed at \$500/SF
2. Parcel 0659000931; 12,960 SF
Tax year 2012 Appraised Land Value \$6,480,000
Assessed at \$500/SF

Average 2012 tax assessed land value: \$500/SF

II. Annual Fee Assessment:

The 2012 permit fee is calculated as follows: $(\$500/\text{SF}) \times (402 \text{ SF}) \times (200\%) \times (8\%) =$
\$32,160, where 200% is the degree of alienation for a private-use skybridge and 8% is the estimated annual rate of return.

Fee methodology authorized under Ordinance 123485.





City of Seattle
Office of the Mayor

November 22, 2011

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached Council Bill that will grant to 2020 Fifth Avenue, LLC permission to construct, operate, and maintain a pedestrian skybridge in the mid-block portion of the alley between 5th Avenue and 6th Avenue, south of Lenora Street (also known as Jazz Alley).

This new skybridge will replace an existing skybridge that is currently located in the northern margin of the alley, provide an ADA-accessible pedestrian connection between the 2020 Fifth Avenue, LLC facilities, and reduce the visual impact of the existing skybridge by relocating it to the mid-block location. The Seattle Design Commission has also reviewed and recommended approval of the new skybridge upon 2020 Fifth Avenue, LLC implementing the public realm benefits as presented. These installations include enhancing the north portion of the alley by installing textured colored paving, visually opening up the space by removing stairs and planting wall, and installing a small public plaza with outdoor seating and landscaping adjacent to the alley; and enhancing the streetscape of Lenora Street by planting trees and installing an awning.

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

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

