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CITY OF SEATTLE

ORDINANCE \_\_\_\_\_

COUNCIL BILL 117607

AN ORDINANCE relating to a pedestrian skybridge over and across Minor Avenue, north of Marion Street, amending Ordinance 116091, as amended by Ordinances 118759, 121495, and 121855, updating the insurance and bond requirements, and amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Swedish Health Services; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, by Ordinance 116091, the City of Seattle granted Swedish Hospital Medical Center permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, north of Marion Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, the conditions of Ordinance 116091 were amended by Ordinances 118759, 121495, and 121855; and

WHEREAS, the permission authorized by Ordinance 116091 was renewed by Ordinance 121495 and was again due for renewal on April 11, 2012; and

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

WHEREAS, Swedish Health Services has satisfied all terms of the original authorizing ordinance and the Director recommends that the term permit be renewed subject to the terms identified in this ordinance; NOW, THEREFORE,

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

Section 1. The permission granted to Swedish Health Services by Ordinance 116091, as amended by Ordinances 118759, 121495, and 121855, to maintain and operate a pedestrian skybridge over and across Minor Avenue, north of Marion Street, is renewed for a ten-year period, starting April 12, 2012 and ending at 11:59 p.m. on April 11, 2022, upon the terms and conditions set forth in Ordinance 116091, as amended by Ordinances 118759, 121495, and 121855, and as further amended by this ordinance.



1 Section 2. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Ordinance 116091, as  
2 amended by Ordinances 118759, 121495, and 121855, are amended as follows:

3 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of Seattle  
4 ("City") grants permission ((is hereby granted)) (also referred to in this ordinance as a permit) to  
5 Swedish ((Hospital Medical Center)) Health Services and its successors and assigns  
6 ((("Permittee"))) as approved by the Director of the Seattle Department of Transportation  
7 ("Director") according to Section 12A of this ordinance (the party named above and each  
8 approved successor and assign is referred to as "Permittee"), to construct, maintain, and operate  
9 a pedestrian skybridge (skybridge) over and across ((the)) Minor Avenue, north of Marion Street  
10 connecting the Arnold Medical Pavilion with ((a proposed parking garage, said pedestrian)) the  
11 1101 Madison Building, the skybridge ((will be)) being approximately 11.5 feet wide,  
12 approximately 12 feet high, and situated approximately 54 feet north of the centerline of Marion  
13 Street((-)), adjacent in whole or in part to the property legally described as:

14 Lots 1 through 8, inclusive, Block 119, A.A. Denny's Broadway Addition to the City of  
15 Seattle, according to the plats thereof recorded in Volume 6 of Plats, page 40, records of King  
16 County, Washington.

17 2. **Term.** The permission ((herein)) granted to the Permittee((, its successors and assigns  
18 shall be)) is for a term of ten ~~((10))~~ years, ~~((commencing))~~ starting on the effective date of this  
19 ordinance and ~~((terminating))~~ ending at 11:59 p.m. on the last day of the tenth year~~((; provided,~~  
20 ~~however, that upon))~~. Upon written application of the Permittee at least ~~((thirty (30))~~ 180 days  
21 before expiration of the term, the Director ~~((of Transportation ("Director")))~~ or the City Council  
22 may renew the permit ~~((for two (2))~~ twice, each time for a successive ten ~~((10))~~-year ~~((terms,~~  
23 ~~provided further that the total term of the permission as originally granted and thus extended~~



1 shall not exceed thirty (30) years)) term, subject to the right of the City to require the removal of  
2 the skybridge or to revise ((the fee provided for in Section 12 hereof, and)) by ordinance ((to  
3 then revise)) any of the terms and conditions ((contained herein)) of the permission granted by  
4 this ordinance. The total term of the permission, including renewals, shall not exceed 30 years.  
5 The Permittee shall submit any application for a new permission no later than 180 days prior to  
6 the expiration of the then-existing term.

7  
8 **3A. Removal for public use or for cause.** The ((permit)) permission granted ((hereby))  
9 is subject to ((primary and secondary)) use of the street right-of-way or other public place  
10 (collectively public place) by the City and the public for travel ((and)), utility purposes, ((and  
11 The)) and other public uses or benefits. The City ((of Seattle (“City”))) expressly reserves the  
12 right to deny renewal, or terminate the permission at any time prior to expiration of the initial  
13 term or any renewal term; and require the Permittee to remove the ((pedestrian)) skybridge, or  
14 any part thereof, or installation on the public place, at the Permittee’s sole cost and expense in  
15 the event that:

- 17 a) The City Council determines by ordinance that the space occupied by the  
18 ((pedestrian)) skybridge is necessary for any ((primary and secondary)) public use or  
19 benefit or that the ((pedestrian)) skybridge interferes with any ((primary and  
20 secondary)) public use or benefit; or  
21  
22 b) The Director ((of Engineering or a successor official of the City (“Director”)))  
23 determines that use of the skybridge has been abandoned; or  
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25 c) The Director determines that any term or condition of this ordinance has been  
26 violated, and the violation has not been corrected by the Permittee by the compliance  
27 date after a written request by the City to correct the violation (unless a notice to  
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1                   correct is not required due to an immediate threat to the health or safety of the  
2                   public).

3 A City Council determination that the space is ~~((necessary))~~ needed for, or the skybridge  
4 interferes with, a ~~((primary and secondary))~~ public use or benefit ~~((shall be))~~ is conclusive and  
5 final without any right of the Permittee to resort to the courts to adjudicate the matter.

6                   **3B. Protection of utilities.** The permission granted is subject to the Permittee bearing the  
7 expense of any protection, support, or relocation of existing utilities deemed necessary by the  
8 owners of the utilities, and the Permittee being responsible for any damage to the utilities due to  
9 the construction, repair, reconstruction, maintenance, operation, or removal of the skybridge and  
10 for any consequential damages that may result from any damage to utilities or interruption in  
11 service caused by any of the foregoing.

12                   **4. Permittee's obligation to remove and restore.** ~~((In the event that))~~ If the ~~((permit~~  
13 hereby)) permission granted is not renewed at the expiration of a term, or if the permission  
14 ~~((hereby))~~ expires without an application for a new permission being granted ~~((extends to its~~  
15 termination in 30 years)), or if the City ~~((orders))~~ terminates the permission; then within 90 days  
16 after the expiration or termination of the permission, or prior to any earlier date stated in an  
17 ordinance or order requiring removal of the ~~((pedestrian))~~ skybridge~~((, pursuant to the terms of~~  
18 this ordinance, then within 90 days after such expiration, termination or order of removal, or  
19 prior to the date stated in an Order to Remove, as the case may be,)); the Permittee shall, at its  
20 own expense, remove the ~~((pedestrian))~~ skybridge and all of the Permittee's equipment and  
21 property from the public place. Following removal of the skybridge, the Permittee shall ~~((place))~~  
22 replace and restore all portions of the ~~((street))~~ public place that may have been disturbed for any  
23 part of the ~~((structure,))~~ skybridge. The public place shall be replaced and restored in as good  
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1 condition for public use as ~~((they were))~~ it was prior to construction~~((;))~~ of the skybridge and~~((;))~~  
2 in at least as good condition in all respects as the abutting portions ~~((thereof))~~ of the public place  
3 as required by SDOT right-of-way restoration standards. ~~((Whereupon, the Director shall issue a~~  
4 ~~certificate discharging the Permittee from responsibility under this ordinance for occurrences~~  
5 ~~after the date of such discharge.))~~

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

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

19 **5. Repair or reconstruction.** The skybridge shall remain the exclusive responsibility of  
20 the Permittee and the Permittee shall maintain the skybridge in good and safe condition for the  
21 protection of the public. The Permittee shall not reconstruct~~((, relocate, readjust))~~ or repair the  
22 ((pedestrian)) skybridge except ~~((under the supervision of, and))~~ in strict accordance with plans  
23 and specifications~~((;))~~ approved by the Director ~~((before any work or repair is commenced)).~~



1 The Director ~~may, in ((his))~~ the Director's judgment ((may)), order ~~((such reconstruction,~~  
2 ~~relocation, readjustment or repair of))~~ the ~~((pedestrian))~~ skybridge reconstructed or repaired at  
3 the Permittee's ~~((own))~~ cost and expense because of: the deterioration or unsafe condition of the  
4 ~~((pedestrian))~~ skybridge~~((, grade separations, or))~~; the installation, construction, reconstruction,  
5 maintenance, operation, or repair of any ~~((and all))~~ municipally-owned public utilities~~((;))~~; or for  
6 any other cause.

7  
8 **6. Failure to correct unsafe condition.** After written notice to the Permittee~~((;))~~ and  
9 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
10 Director may order the ~~((pedestrian))~~ skybridge be closed or removed at the Permittee's expense  
11 if the Director deems that ~~((it))~~ the skybridge has become unsafe or creates a risk of injury to the  
12 public. If there is an immediate threat to the health or safety of the public, a notice to correct is  
13 not required.

14  
15 **7. Continuing obligations.** Notwithstanding termination or expiration of the permission  
16 granted, or closure or removal of the ~~((pedestrian))~~ skybridge, the Permittee shall remain bound  
17 by all of its obligations under this ordinance until~~((:~~

18 a) ~~the pedestrian skybridge and all its equipment and property are removed from the~~  
19 ~~street,~~

20 b) ~~the area is cleared and restored in a manner and to condition satisfactory to the~~  
21 ~~Director and~~

22 c) ~~the Director certifies that the Permittee has discharged its obligation herein; provided,~~  
23 ~~that upon prior notice to the Permittee and entry of written findings that such is in the public~~  
24 ~~interest, the Director may, in his sole discretion, excuse Permittee, conditionally or absolutely,~~  
25 ~~from compliance with all or any of the Permittee's obligations to remove the pedestrian~~  
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1 ~~skybridge and its property and restore areas disturbed.)~~ the Director has issued a certification  
2 that the Permittee has fulfilled its removal and restoration obligations under Section 4 of this  
3 ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be  
4 bound by the obligations in Section 8 of this ordinance and shall remain liable for any unpaid  
5 fees assessed under Section 13C of this ordinance.

6  
7 **8. Release, hold harmless, indemnification, and duty to defend.** ~~((The pedestrian~~  
8 ~~skybridge shall remain the exclusive responsibility of the Permittee.))~~ The Permittee, by ((its  
9 acceptance)) accepting the terms of this ordinance ~~((and the permission hereby granted, does~~  
10 ~~release)), releases the City, its officials, officers, employees, and agents, from any and all claims,~~  
11 actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and  
12 description arising out of or by reason of the skybridge or this ordinance, including but not  
13 limited to claims resulting from injury, damage, or loss to ((its own)) the Permittee or the  
14 Permittee's property ~~((and does covenant and agree for itself, its successors and assigns, with~~  
15 ~~The City of Seattle)).~~

16  
17 The Permittee agrees to at all times ((protect and save)) defend, indemnify, and hold  
18 harmless ((The)) the City ((of Seattle)), its officials, officers, employees, and agents, from and  
19 against all claims, actions, suits, liability, loss, costs, ((expense)) expenses, attorneys' fees, or  
20 damages of every kind and description, ((f))excepting only ((such)) damages that may result  
21 from the sole negligence of the City((, which)), that may accrue to, be asserted by, or be  
22 suffered by((s)) any person or ((persons,)) property including, without limitation, damage, death,  
23 or injury to ((the Permittee, its)) members of the public or to the Permittee's officers, agents,  
24 employees, contractors, invitees, tenants ((and)), tenants' invitees, licensees, or ((their))  
25 successors and assigns, arising out of or by reason of:



1           (a) the existence, condition, construction, reconstruction, modification, maintenance,  
2 operation ((or)), use, or removal of ((said pedestrian)) the skybridge or any portion thereof, or the  
3 use, occupation, or ((use of a City street, alley,)) restoration of the public place or any portion  
4 thereof((, or by reason of)) by the Permittee or any other person or entity;

5           (b) anything that has been done((,)) or may at any time be done((,)) by the Permittee((, its  
6 successors or assigns,)) by reason of this ordinance((, or by reason of)); or

7           (c) the Permittee((, its successors or assigns,)) failing or refusing to strictly comply with  
8 ((each and)) every provision of this ordinance; ((and if)) or

9           (d) this ordinance in any other way.

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



1           9A. **Insurance.** For as long as the Permittee(~~(, its successors or assigns, shall exercise)~~)  
2 exercises any permission granted by this ordinance and until the (~~(pedestrian skybridge is~~  
3 ~~entirely removed from its location as described in Section 1 or until discharged by order of the)~~)  
4 Director (~~(as provided in)~~) has issued a certification that the Permittee has fulfilled its removal  
5 and restoration obligations under Section 4 (~~(of this ordinance)~~), the Permittee shall obtain and  
6 maintain in full force and effect, at its own expense, insurance (~~(policies which protect)~~) and/or  
7 self-insurance that protects the Permittee and the City from (~~(any and all)~~) claims and risks of  
8 loss from perils that can be insured against under commercial general liability (CGL) insurance  
9 policies in conjunction with:

- 11           (a) construction, reconstruction, modification, operation, maintenance, use (~~(or)~~,  
12 existence, or removal of the (~~(pedestrian)~~) skybridge (~~(permitted by this ordinance~~  
13 and of any and all portions)) or any portion thereof, as well as restoration of any  
14 disturbed areas of the public place in connection with removal of the skybridge;  
15  
16           (b) the Permittee's activity upon or the use or occupation of the (~~(areas)~~) public place  
17 described in Section 1 of this ordinance(~~(, as well as)~~); and  
18  
19           (c) (~~(any and all)~~) claims and risks in connection with (~~(any activity)~~) activities  
20 performed by the Permittee by virtue of the permission granted by this ordinance.

21 Minimum insurance requirements (~~(shall be an occurrence form policy of commercial general~~  
22 ~~liability,))~~ are CGL insurance based on the Insurance Services Office (ISO) form CG 00 01 or  
23 equivalent. The City requires insurance coverage to be placed with (~~(a company)~~) an insurer  
24 admitted and licensed to conduct business in Washington State or with a surplus lines carrier  
25 according to RCW Chapter 48.15. If coverage is placed with any other insurer or is partially or  
26



1 wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk  
2 Manager.

3 Minimum ~~((policy))~~ limits of liability shall be \$2,000,000 ~~((per))~~ each occurrence  
4 combined single limit bodily injury and property damage, with \$4,000,000 annual aggregate.

5 Coverage shall ~~((specifically name))~~ include the ~~((pedestrian skybridge exposure. Coverage shall~~  
6 ~~add by endorsement The))~~ "City of Seattle, its elected and appointed officers, officials,  
7 employees and agents" as additional ~~((insured. Coverage shall contain a Separation of Insureds~~  
8 ~~Clause indicating essentially that "except with respect to the limits of insurance, and any rights~~  
9 ~~or duties specifically assigned in this coverage part to the first named insured, this insurance~~  
10 ~~applies as if each named insured were the only named insured, and separately to each insured~~  
11 ~~against whom claim is made or suit is brought."~~ Evidence of current coverage shall be submitted  
12 ~~to the City in the form of a copy of the full insurance policy endorsements attached thereto, and~~  
13 ~~is a condition to the validity of this permit))~~ insureds for primary and non-contributory limits of  
14 liability subject to a Separation of Insureds clause.

15  
16  
17 The Permittee shall provide to the City, or cause to be provided, certification of insurance  
18 coverage including an actual copy of the blanket or designated additional insured policy  
19 provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification  
20 shall be delivered or sent to the Director or to the Department of Transportation (SDOT) at an  
21 address as the Director may specify in writing from time to time. The Permittee shall provide a  
22 certified complete copy of the insurance policy to the City promptly upon request.

23  
24 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
25 may be submitted in lieu of the insurance coverage certification required by this ordinance, if  
26 approved in writing by the City's Risk Manager. The letter of certification must provide all  
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1 information required by the City's Risk Manager and document, to the satisfaction of the City's  
2 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in  
3 force. After a self-insurance certification is approved, the City may from time to time  
4 subsequently require updated or additional information. The approved self-insured Permittee  
5 must provide 30 days' prior notice of any cancellation or material adverse financial condition of  
6 its self-insurance program. The City may at any time revoke approval of self-insurance and  
7 require the Permittee to obtain and maintain insurance as specified in this ordinance.

8  
9 In the event that the Permittee assigns or transfers the permission granted by this  
10 ordinance, the Permittee shall maintain in effect the insurance required under this section until  
11 the Director has approved the assignment or transfer pursuant to Section 12A.

12  
13 9B. Adjustment of insurance and bond requirements. The Director(~~(, in consultation~~  
14 ~~with the City Risk Manager,)) may adjust minimum liability insurance levels (~~(of liability~~  
15 ~~insurance)) and surety bond requirements during the term of this permission. (~~The~~) If the  
16 Director determine that an adjustment is necessary to fully protect the interests of the City, the  
17 Director shall notify the Permittee of the new requirements in writing. (~~Upon receipt, the~~) The  
18 Permittee shall, within 60 days of the date of the notice of adjustment, provide proof of the  
19 ~~((required levels of))~~ adjusted insurance and surety bond levels to the Director (~~(within 60~~  
20 ~~days)).~~~~~~

21  
22 10. Contractor insurance. (~~Swedish Hospital Medical Center~~) The Permittee shall  
23 contractually require that any and all of its contractors performing (~~construction~~) work on  
24 ~~((the))~~ any premises ((as)) contemplated by this permit((;)) name the "City of Seattle, its elected  
25 and appointed officers, officials, employees and agents" as ~~((an))~~ additional ~~((insured on all~~  
26 ~~policies of public liability insurance, and))~~ insureds for primary and non-contributory limits of  
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1 liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The  
2 Permittee shall also include in all ((pertinent)) contract documents with its contractors a third-  
3 party beneficiary provision extending to the City construction indemnities and warranties granted  
4 to ((Swedish Hospital Medical, to the City as well)) the Permittee.

5 11. ~~((Bond:))~~ **Performance bond.** ~~((Within 60 days after the effective date of this~~  
6 ~~ordinance the))~~ The Permittee shall deliver to the Director ((of Engineering)) for filing with the  
7 City Clerk a ((good and)) sufficient bond executed by a surety company authorized and qualified  
8 to do business in the State of Washington that is: in the ((sum)) amount of ((Twenty Five  
9 Thousand Dollars (\$25,000.00) executed by a surety company authorized and qualified to do  
10 business in the State of Washington,)) \$29,000, and conditioned with a requirement that the  
11 Permittee ((will)) shall comply with ((each and)) every provision of this ordinance and with  
12 ((each and)) every order ((of)) the Director ((pursuant thereto; provided, that if the Mayor of the  
13 City in his judgment shall deem any bond or bonds filed to be insufficient and demand a new or  
14 additional bond, the Permittee shall furnish a new or additional bond in such amount as the  
15 Mayor may specify to be necessary to fully protect the City. Said bond shall remain)) issues  
16 under this ordinance. The Permittee shall ensure that the bond remains in effect until ((such time  
17 as the pedestrian skybridge is entirely removed from its location as described in Section 1, or  
18 until discharged by order of)) the Director ((as provided in)) has issued a certification that the  
19 Permittee has fulfilled its removal and restoration obligations under Section 4 ((of this  
20 ordinance)). An irrevocable letter of credit approved by the Director in consultation with the City  
21 Attorney's Office may be substituted for the bond. In the event that the Permittee assigns or  
22 transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond  
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1 or letter of credit required under this section until the Director has approved the assignment or  
2 transfer pursuant to Section 12A.

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

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21  
22 **12B. Obligations run with the Property.** The obligations and conditions imposed on the  
23 Permittee by and through this ordinance are covenants that run with the land and bind subsequent  
24 owners of the property adjacent to the skybridge and legally described in Section 1 of this  
25 ordinance (the "Property"), regardless of whether the Director has approved assignment or  
26 transfer of the permission granted herein to such subsequent owner(s). At the request of the  
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1 Director, Permittee shall provide to the Director a current title report showing the identity of all  
2 owner(s) of the Property and all encumbrances on the Property. The Permittee shall, prior to  
3 conveying any interest in the Property, deliver to the Director upon a form to be supplied by the  
4 Director, a covenant agreement imposing the obligations and conditions set forth in this  
5 ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property  
6 and recorded with the King County Recorder's Office. The Director shall also file the recorded  
7 covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance  
8 by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on  
9 the Property to be subordinated to the covenant agreement.

11 13A. **Inspection fees.** ((That the)) The Permittee((, its successors and assigns,)) shall, as  
12 provided by SMC Chapter 15.76 or successor provision, pay ((to)) the City ((such)) the amounts  
13 ((as may be justly chargeable by said)) charged by the City ((as costs of inspection of said  
14 pedestrian)) to inspect the skybridge during construction, reconstruction ((or)), repair, annual  
15 safety inspections, and at other times ((under the direction of the Director and)) deemed  
16 necessary by the City. An inspection of the skybridge by the City shall not be construed as a  
17 representation, warranty, or assurance to the Permittee or any other person as to the safety,  
18 soundness, or condition of the skybridge. Any failure by the City to require correction of any defect  
19 or condition shall not in any way limit the responsibility or liability of the Permittee.

22 13B. **Inspection reports.** The Permittee shall submit to the Director, or to the  
23 Department of Transportation at an address specified by the Director, an inspection report that:

- 24 (a) describes the physical dimensions and condition of all load-bearing elements;  
25 (b) describes any damages or possible repairs to any element of the skybridge;  
26 (c) prioritizes all repairs and establishes a timeframe for making repairs; and  
27



1 (d) is stamped by a professional structural engineer licensed in the State of

2 Washington.

3 A report meeting the foregoing requirements shall be submitted at intervals of 2 years following  
4 submittal of the initial report; provided that, in the event of a natural disaster or other event that  
5 may have damaged the skybridge, the Director may require that additional reports be submitted  
6 by a date established by the Director. The Permittee has the duty of inspecting and maintaining  
7 the skybridge, and the responsibility to submit structural inspection reports periodically or as  
8 required by the Director does not waive or alter any of the Permittee's other obligations under  
9 this ordinance. The receipt of any reports by the Director shall not create any duties on the part  
10 of the Director. Any failure by the Director to require a report, or to require action after receipt of  
11 any report, shall not waive or limit the obligations of the Permittee.

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14 13C. Annual fee. Beginning on April 12, 2012, and annually thereafter, the Permittee  
15 shall promptly pay to the City ((in advance)), upon statements or invoices ((rendered)) issued by  
16 the Director, an annual fee ((\$2,274.00) for the period beginning April 12, 2002 through April  
17 11, 2007 as established by Ordinance 121495. At the end of this period, adjustments)) of \$6,930,  
18 or as adjusted annually thereafter, for the privileges granted by this ordinance.

19  
20 Adjustments to the annual fee ((amount)) shall be made in accordance with a term permit  
21 fee schedule adopted by the City Council ((by ordinance)) and may be ((adjusted)) made every  
22 year. In the absence of ((such)) a schedule, the Director may only increase or decrease the  
23 previous year's fee ((amount annually)) to reflect any inflationary changes so as to charge ((said))  
24 the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous  
25 year's fee ((amount)) by the percentage change between the two most recent year-end values  
26 available ((from)) from the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All  
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1 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the  
2 City Finance Director for credit to the Transportation Operating Fund.

3 **14. Compliance with other laws.** (~~Non-discrimination:~~ The Permittee shall not  
4 discriminate against any employee or applicant for employment in connection with the design,  
5 architectural or structural engineering work or the construction, repair, or maintenance of the  
6 pedestrian skybridge permitted to be erected pursuant to this ordinance, on the basis of race,  
7 religion, creed, color, sex, marital status, sexual orientation, political ideology, and ancestry, age,  
8 national origin, or the presence of any sensory, mental or physical handicap unless based upon  
9 bona fide occupational qualification. The foregoing commitment shall be implemented as  
10 follows:  
11

12 a. ~~The Permittee will take affirmative action to ensure that applicants are employed and~~  
13 ~~that employees are treated during employment without regard to their race, religion, creed, color,~~  
14 ~~sex, marital status, national origin or the presence of any sensory, mental or physical handicap.~~  
15 ~~Such action shall include, but not be limited to, the following: employment, upgrading, demotion~~  
16 ~~or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other~~  
17 ~~forms of compensation and selection for training, including apprenticeship.~~

18 b. ~~The Permittee shall post in conspicuous places available to such employees and~~  
19 ~~applicants for such employment, notices setting forth the provisions of this non-discrimination~~  
20 ~~clause.~~

21 c. ~~The Permittee shall furnish to the Director of Human Rights or a successor official,~~  
22 ~~upon his or her request and on such forms as may be provided, a report of the affirmative action~~  
23 ~~taken in implementing this provision and will permit reasonable access to its records for the~~  
24 ~~purposes of determining compliance with this section. If, upon investigation the Director of~~  
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1 Human Rights finds probable cause to believe that the Permittee has failed to comply with any of  
2 the terms of this section, the Permittee and the Director of Engineering will be so notified in  
3 writing. The Director of Engineering shall give the Permittee at least 10 days notice and a  
4 hearing thereon. If the Director of Engineering finds that there has been a violation of this  
5 section, he or she may suspend the permission conferred pending full compliance with the terms  
6 of this section.

7  
8 Failure to comply with any of the terms of this provision shall be a material violation of  
9 this ordinance.

10 The foregoing paragraphs shall be inserted in any sub-contracts for work undertaken  
11 pursuant to this ordinance in connection with the design, architectural or structural engineering  
12 work or the construction, repair, or maintenance of the pedestrian skybridge permitted to be  
13 erected hereunder, unless the Director authorizes the use of another equality of employment  
14 opportunity provision.))

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

22  
23 \*\*\*

24 Section 3. **Acceptance of terms and conditions.** The Permittee shall deliver to the  
25 Director its written signed acceptance of the terms of this ordinance, as well as the certification  
26 of insurance coverage, performance bond, covenant agreement, and inspection report required by  
27



1 sections 9A, 11, 12B, and 13B of Ordinance 116091, as amended by Ordinances 118759,  
2 121495, and 121855, and by this ordinance, within 60 days after the effective date of this  
3 ordinance. The Director shall file the written acceptance with the City Clerk. If no such  
4 acceptance is received within that 60-day period, the privileges conferred by this ordinance shall  
5 be deemed to be declined or abandoned and the permission granted deemed to be lapsed and  
6 forfeited and the Permittee shall, at its own expense, remove the skybridge and all of the  
7 Permittee's equipment and property and replace and restore all portions of the public place as  
8 provided in Section 4 of Ordinance 116091, as amended by Ordinances 118759, 121495, and  
9 121855 and as further amended by this ordinance.  
10

11 Section 4. **Section titles.** Section titles are for convenient reference only and do not  
12 modify or limit the text of a section.  
13

14 Section 5. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to the  
15 authority and in compliance with the conditions of this ordinance but prior to the effective date  
16 of the ordinance is ratified and confirmed.  
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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 \_\_\_\_ day of \_\_\_\_\_, 2012, and  
5 signed by me in open session in authentication of its passage this  
6 \_\_\_\_ day of \_\_\_\_\_, 2012:

7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10 \_\_\_\_\_  
11 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 Michael McGinn, Mayor

15 \_\_\_\_\_  
16 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2012.  
17 \_\_\_\_\_  
18 Monica Martinez Simmons, City Clerk

19 (Seal)

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**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 relating to a pedestrian skybridge over and across Minor Avenue, north of Marion Street, amending Ordinance 116091, as amended by Ordinances 118759, 121495, and 121855, updating the insurance and bond requirements, and amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Swedish Health Services; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

**Summary of the Legislation:**

This legislation amends Ordinance 116091, as amended by Ordinances 118759, 121495, and 121855, for Swedish Health Services to continue maintaining and operating the existing skybridge located over and across Minor Avenue, north of Marion Street. An area map is attached for reference.

This permit is renewed for a ten-year term starting on April 12, 2012. The legislation updates the insurance and surety bond provisions, specifies the conditions under which authorization is granted, and provides for acceptance of the permit and conditions.

The ordinance requires Swedish Health Services to pay the City of Seattle an annual fee of \$6,930 starting from the last paid annual fee invoice, April 12, 2012, 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 116091, the City granted permission to Swedish Hospital Medical Center to construct, maintain, and operate a skybridge over and across Minor Avenue, north of Marion Street, for a ten-year term, renewable for two successive ten-year terms.

The conditions of Ordinance 116091 were amended by Ordinances 118759, 121495, and 121855. The permission authorized by Ordinance 116091 was due for renewal on April 11, 2012.



Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement: Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2012 Revenue	2013 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	\$6,930	\$6,930
<b>TOTAL</b>			<b>\$6,930</b>	<b>\$6,930</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

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 \$6,930. 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 116091, will no longer be permitted and will have to be removed.
- c) Does this legislation affect any departments besides the originating department?  
No
- d) What are the possible alternatives to the legislation that could achieve the same or similar objectives? None
- e) Is a public hearing required for this legislation?  
No



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

No

**g) Does this legislation affect a piece of property?**

Yes, an area map is attached for reference.

**h) Other Issues: N/A**

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

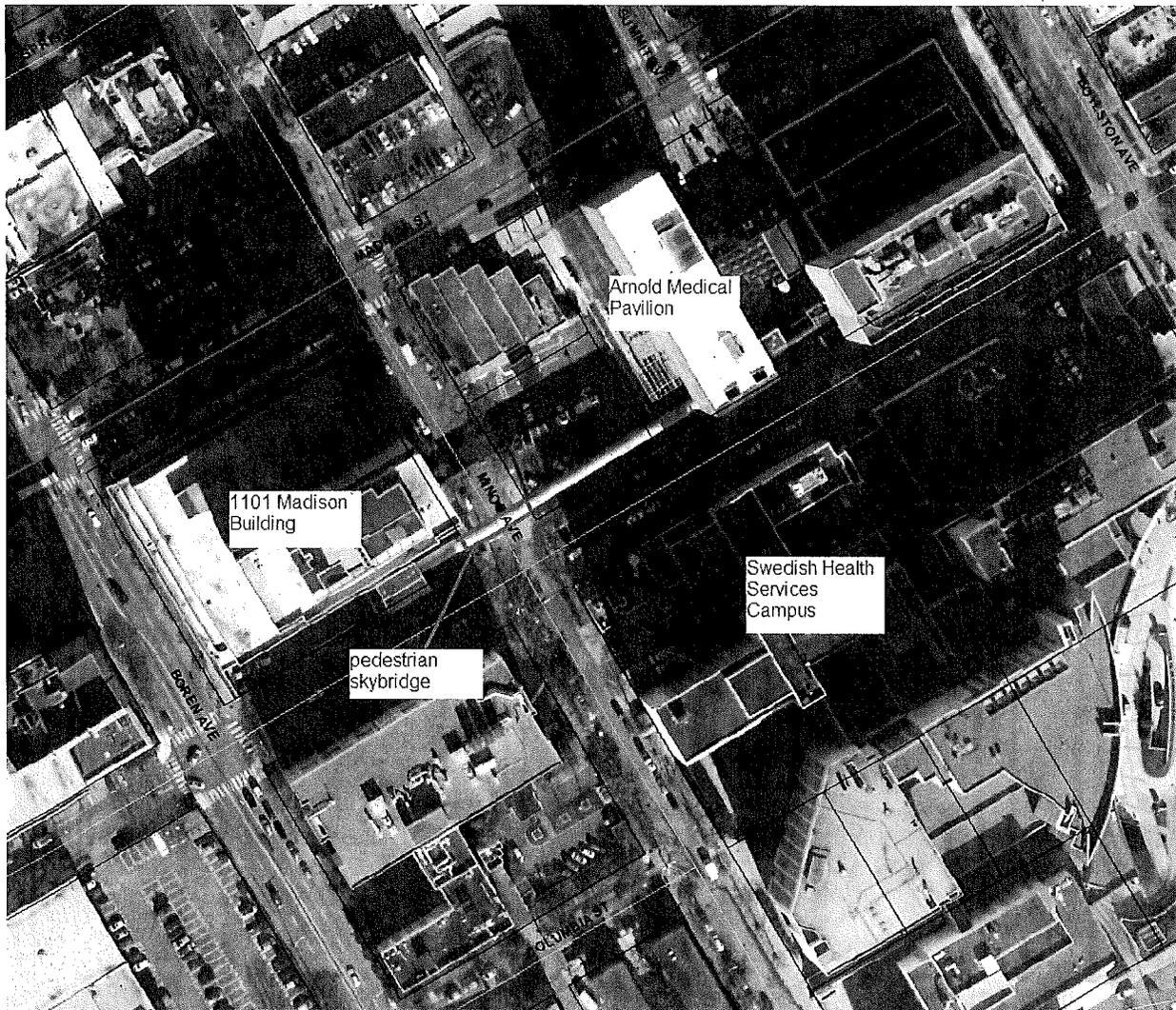
Attachment A – Swedish Minor Avenue Skybridge Area Map

Attachment B – Swedish Minor Avenue Skybridge

Attachment C – Annual Fee Assessment Summary



Attachment A – Swedish Minor Avenue Skybridge Area Map

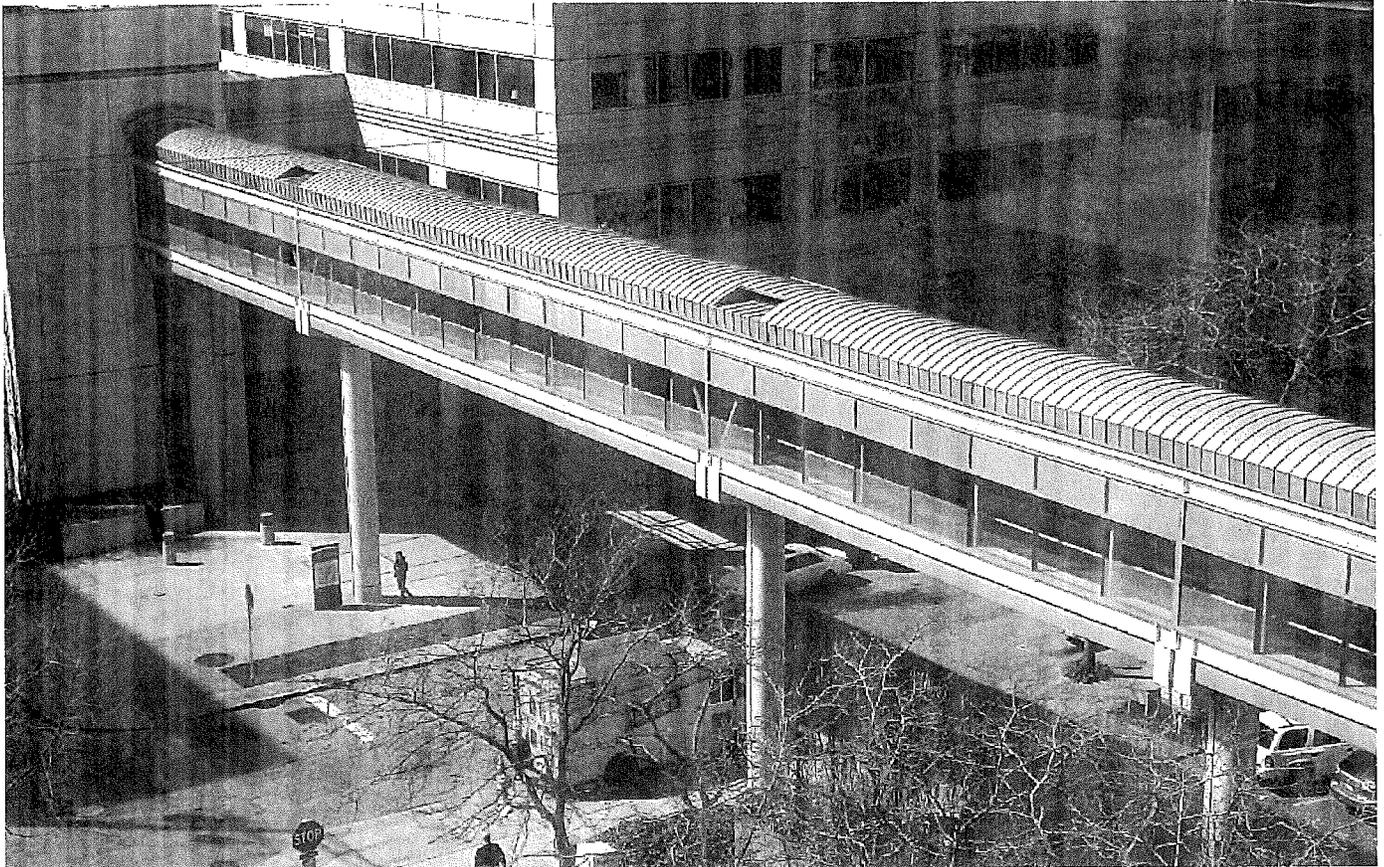


Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.



Angela Steel  
SDOT Swedish Minor Skybridge ATT B  
September 6, 2012  
Version #1

## Attachment B – Swedish Minor Avenue Skybridge



Attachment C - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 9/6/12

<p>Summary: Land Value: \$165/SF 2012 Permit Fee: \$6,930</p>
---

I. Property Description:

Existing pedestrian skybridge located over and across Minor Avenue, north of Marion Street. The skybridge provides a connection between the Arnold Medical Pavilion and the 1101 Madison Building medical facilities. The skybridge area is **700 square feet**.

Applicant:

Swedish Health Services

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 1978200625; 61,440 square feet  
Tax year 2012 Appraised Land Value \$10,137,600  
2012 tax assessed land value: \$165/SF
2. Parcel 1978200691; 11,520 square feet  
Tax year 2012 Appraised Land Value \$1,900,800  
2012 tax assessed land value: \$165/SF

Average 2012 tax assessed land value: \$165/SF

II. Annual Fee Assessment:

The 2012 permit fee is calculated as follows:

$(\$165/\text{SF}) \times (700 \text{ SF}) \times (75\%) \times (8\%) = \$6,930$ , where 75% is the degree of alienation for a semi-public-use skybridge and 8% is estimated annual rate of return.

Fee methodology authorized under Ordinance 123485.





City of Seattle  
Office of the Mayor

September 25, 2012

Honorable Sally J. Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that will grant to Swedish Health Services a 10-year renewal permit for an existing skybridge over and across Minor Avenue, north of Marion Street, as authorized by Ordinance 116091.

The existing skybridge, which was last authorized by Ordinance 116091, provides a connection between the Arnold Medical Pavilion and the 1101 Madison Building medical facilities. In addition to granting a new 10-year permit renewal, 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,

A handwritten signature in black ink, appearing to read "Michael McGinn".

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

