



SEATTLE CITY COUNCIL

Transportation Committee

Agenda

Tuesday, May 7, 2024

9:30 AM

Council Chamber, City Hall
600 Fourth Avenue
Seattle, WA 98104

Rob Saka, Chair
Joy Hollingsworth, Vice-Chair
Robert Kettle, Member
Dan Strauss, Member
Tanya Woo, Member

Chair Info: 206-684-8801; Rob.Saka@seattle.gov

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Transportation Committee
Agenda
May 7, 2024 - 9:30 AM

Meeting Location:

Council Chamber, City Hall, 600 Fourth Avenue, Seattle, WA 98104

Committee Website:

<https://www.seattle.gov/council/committees/transportation-x154110>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at

<https://www.seattle.gov/council/committees/public-comment>

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Pursuant to Council Rule VI.C.10, members of the public providing public comment in Chambers will be broadcast via Seattle Channel.

Submit written comments to Councilmembers at Council@seattle.gov.

Please Note: Times listed are estimated

A. Call To Order**B. Approval of the Agenda****C. Public Comment****D. Items of Business**

1. [CB 120764](#) **AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.**

Attachments: [Summary Att B – Fred Hutchinson Cancer Center Skybridge Photos](#)

Supporting Documents: [Summary and Fiscal Note](#)
[Summary Att A – Fred Hutchinson Cancer Center Skybridge Area Map](#)
[Summary Att C - Fred Hutchinson Cancer Center Skybridge Annual Fee Assessment Summary](#)
[Central Staff Memo](#)

Briefing, Discussion, and Possible Vote (15 minutes)

Presenters: Amy Gray, Seattle Department of Transportation; Lish Whitson, Council Central Staff

2. [CB 120765](#) **AN ORDINANCE** granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 123918; and providing for the acceptance of the permit and conditions.

Supporting Documents:

[Summary and Fiscal Note](#)

[Summary Att A - Fred Hutchinson Cancer Center Tunnel Area Map](#)

[Summary Att B - Fred Hutchinson Cancer Center Tunnel Photo](#)

[Summary Att C - Fred Hutchinson Tunnel Annual Fee Assessment](#)

[Central Staff Memo](#)

Briefing, Discussion, and Possible Vote (15 minutes)

Presenters: Amy Gray, Seattle Department of Transportation; Lish Whitson, Council Central Staff

E. Adjournment



Legislation Text

File #: CB 120764, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 124240, The City of Seattle granted permission to Fred Hutchinson Cancer

Research Center to construct, maintain, and operate a skybridge over and across Eastlake Avenue East, north of Aloha Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, since the adoption of Ordinance 124240, The City of Seattle has established a practice for limiting the length of the permit to one 15-year term, renewable for one successive 15-year term, or 20-year term if the initial term was for a 10-year term; and

WHEREAS, reflective of this change Fred Hutchinson Cancer Center submitted an application to the Director of Transportation to renew the permission granted by Ordinance 124240 for a 20-year term; and

WHEREAS, Fred Hutchinson Cancer Research Center merged with Seattle Cancer Care Alliance and the new entity is Fred Hutchinson Cancer Center; and

WHEREAS, the permission authorized by Ordinance 124240 was due for renewal on September 2, 2023; and

WHEREAS, the skybridge provides an above-grade connection for staff and employees between the Fred Hutchinson Cancer Center Weintraub Building and the 1100 Eastlake Avenue East Building; and

WHEREAS, the obligations of Ordinance 124240 remain in effect after the ordinance term expires until the encroachment is removed, or Fred Hutchinson Cancer Center is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to

renew the permission granted; and

WHEREAS, Fred Hutchinson Cancer Center continues to be obligated by the public benefit mitigation

elements stated in Ordinance 124240 for the duration the skybridge remains in the right-of-way; and

WHEREAS, Fred Hutchinson Cancer Center has satisfied all the terms of the original authorizing ordinance

and the Director of Transportation recommends that the term permit be renewed for 20 years subject to

the terms identified in this ordinance; 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 Fred Hutchinson Cancer Center, 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 such approved successor and assign are referred to as “Permittee”), to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street. The skybridge is adjacent in whole or in part to the properties legally described as:

Parcel A:

Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Except the Southeasterly 75 feet thereof measured along the Northeasterly line of said Lot 1;
And except that portion thereof conveyed to the State of Washington by deed recorded December 7, 1959 under Recording No. 5110036.

Parcel B:

The Southwesterly 40 feet of Lot 20 and all Lots 21 and 22, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington.

Parcel C:

Those portions of Prospect Street and Eastlake Avenue East vacated by City of Seattle Ordinance No. 110472, which was corrected and amended by City of Seattle Ordinance No. 114412 recorded March 28, 1989 under Recording No. 8903281048 described as follows:
Beginning at the most Westerly corner of Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Thence South 72° 32’ 12” East along the Southerly line of said block a distance of 39.35 feet, more or less, to the Northwesterly right of way margin of Primary State Highway 1 (Seattle Freeway);

Thence Southwesterly along said right of way margin on a curve to the left with a radius of 1,787.14 feet, a distance of 156.621 feet;
Thence North 89°10'51" West along said right of way margin, a distance of 64.567 feet;
Thence North 00°49'09" East, a distance of 195.50 feet to a point of curvature;
Thence on a curve to the right with a radius of 150 feet, a distance of 91.658 feet to a point of tangency;
Thence North 35°49'48" East, a distance of 37.737 feet to the East line of Eastlake Avenue East;
Thence South 01°13'48" West along said East line, a distance of 144.70 feet to the Southerly line of said Block 12;
Thence Easterly along the South line of said block a distance of 39 feet, more or less, to the Point of Beginning;
Except that portion conveyed for street purposes to the City of Seattle by deed recorded January 16, 2008 under Recording No. 20080116000258.

Parcel D:

That portion of Lot(s) 2 and 3, Block 12, East Park Addition to the City of Seattle according to plat thereof recorded in Volume 8 of Plats, page 63, of King County, Washington lying Northwesterly of a line drawn parallel with and 150 feet Northwesterly, when measured radially from the reversible (r/w center line) survey of State Highway Route 5, Seattle Freeway: Olive Way to Galer Street.

Section 2. **Term.** The permission granted to the Permittee is for a second and final renewed term of 20 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on the last day of the twentieth year. This is the second and final term authorized in Ordinance 124240, subject to the right of the City to require the removal of the skybridge or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The Permittee shall submit any application for a new permission no later than one year prior to the expiration of the then-existing term.

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

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, "public place") by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate

the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the skybridge, or any part thereof or installation on the public place, at the Permittee's sole cost and expense if:

A. The City Council determines by ordinance that the space occupied by the skybridge is necessary for any public use or benefit or that the skybridge interferes with any public use or benefit; or

B. The Director determines that use of the skybridge has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public). A City Council determination that the space is needed for, or the skybridge interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. Permittee's obligation to remove and restore. If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the skybridge, the Permittee shall, at its own expense, remove the skybridge and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the skybridge in as good condition for public use as existed prior to construction of the skybridge and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the skybridge as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely

fulfill its obligations under this section, the City may in its sole discretion remove the skybridge and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

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

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

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

Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or removal of the skybridge, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to

renew the permission granted and/or establish a new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Sections 15 and 17 of this ordinance.

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

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

A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the skybridge, or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the skybridge or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole

cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

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

A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the skybridge, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the skybridge;

B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

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

insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

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

Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington, in the amount of \$120,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to

Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance, and has paid any fees due under Sections 15 and 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the skybridge.

Section 15. **Inspection fees.** The Permittee shall, as provided by Chapter 15.76 SMC or successor provision, pay the City the amounts charged by the City to inspect the skybridge during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the skybridge by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the skybridge. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee. The Permittee shall pay the City the amounts charged by the City to review the inspection reports required by Section 16 of this ordinance.

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

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the skybridge;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and

D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the skybridge, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the skybridge. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$73,743.75, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and operate the skybridge in compliance with all applicable federal, state, County, and City laws and regulations. Without limitation, in all matters pertaining to the skybridge, the Permittee shall comply with the City's laws prohibiting

discrimination in employment and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting Practices Code, Chapter 14.10 SMC (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the skybridge and legally described in Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder’s Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. Public benefit mitigation. The Permittee shall continue to maintain and operate the public benefits stated in Ordinance 124240, Section 21, including:

A. Public connection from Eastlake Avenue East and Fairview Avenue North with an overlook plaza with enhanced sidewalk with stone garden, terraced stair with bicycle amenities, seating, passive water feature,

landscaping, lighting, and signage that states that the privately-owned public space is accessible to the public 24 hours a day, seven days a week;

B. A pedestrian crosswalk across Eastlake Avenue East;

C. An art sculpture installation on Eastlake Avenue East;

D. Enhanced sidewalk and landscaping along west side of Eastlake Avenue East with pocket park with public seating; and

E. Improved and expanded landscape area on Washington State Department of Transportation property on the east side of Eastlake Avenue East.

Section 22. **Repeal of Section 8 of Ordinance 124240.** Section 8 of Ordinance 124240 is repealed.

Section 23. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 24. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2024, and signed by me in open session in authentication of its passage this ____ day of _____, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Amy Gray	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation allows Fred Hutchinson Cancer Center to continue maintaining and operating the existing skybridge and across Eastlake Avenue East, north of Aloha Street. The skybridge permit is for a period of 20 years, commencing on the effective date of the ordinance. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

Expenditure Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Expenditure Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.

Revenue Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	Annual Fee: \$73,743.75	TBD	TBD	TBD	TBD

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.

Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2024 Revenue	2025 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$73,743.75	TBD
TOTAL			\$73,743.75	TBD

Revenue/Reimbursement Notes:

The 2024 fee is based on the 2024 land value as assessed by King County.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

No.

Please describe any financial costs or other impacts of *not* implementing the legislation.

If the legislation is not enacted by City Council, the City of Seattle will not receive the 2024 fee of \$73,743.75 and future annual fees.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.

N/A

- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

Yes, the Fred Hutchinson Cancer Center property legally described in Section 1 of the Council Bill.

- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

This legislation renews the term permit for an existing skybridge. The legislation does not impact vulnerable or historically disadvantaged communities.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. What is the Language Access Plan for any communications to the public?**

N/A

- d. Climate Change Implications**

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

This legislation is not likely to increase or decrease carbon emissions in a material way.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

This legislation will not increase or decrease Seattle's ability to adapt to climate change in a material way.

- e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

5. CHECKLIST

- Is a public hearing required?

- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments:

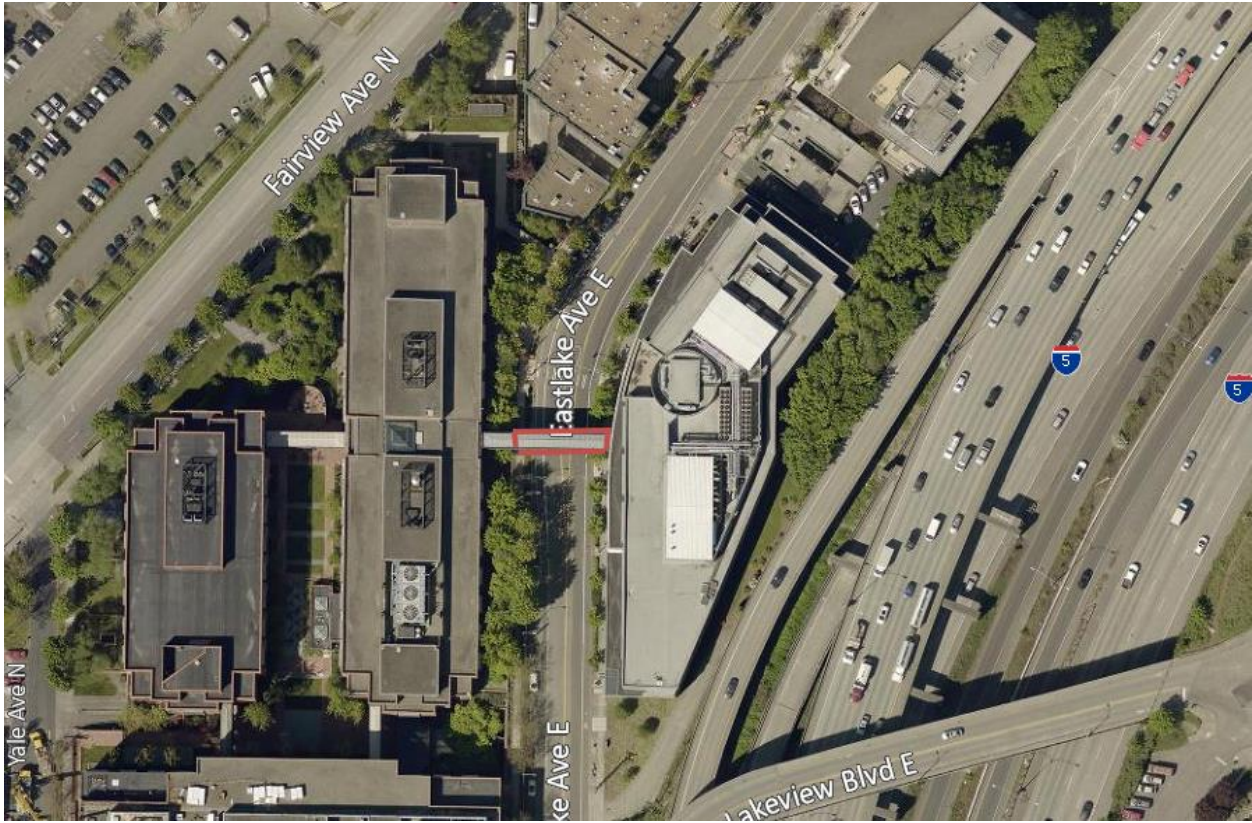
Summary Attachment A – Fred Hutchinson Cancer Center Skybridge Area Map

Summary Attachment B – Fred Hutchinson Cancer Center Skybridge Photos

Summary Attachment C – Fred Hutchinson Cancer Center Skybridge Annual Fee Assessment

Summary

Fred Hutchinson Cancer Center Skybridge Area Map



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

Fred Hutchinson Cancer Center Skybridge Photos



View looking south



View looking north



Interior

STREET USE ANNUAL FEE ASSESSMENT

Date: 12/21/2023

<p>Summary: Land Value: \$575/SF 2024 Permit Fee: \$72,743.75</p>
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I. Property Description:

An existing skybridge over and across Eastlake Avenue East, north of Aloha Street. The pedestrian skybridge provides a connection between the Fred Hutchinson Cancer Center Weintraub Building and 1100 Eastlake Avenue East Building. The skybridge total area is 855 square feet.

Applicant:

Fred Hutchinson Cancer Center

Abutting Parcels, Property Size, Assessed Value:

2024

Parcel 2163901105; Lot size: 42,054
Tax year 2024 Appraised Land Value \$24,181,000 (\$575/sq ft)

Parcel 1984200455; Lot size: 177,682
Tax year 2024 Appraised Land Value \$102,167,100 (\$575/sq ft)

II. Annual Fee Assessment:

The 2024 permit fee is calculated as follows:

$(\$575/\text{SF}) \times (855 \text{ SF}) \times (200\%) \times (7.5\%) = \$73,743.75$ where 200% is the degree of alienation for above-grade private skybridges and 7.5% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.

May 1, 2024

MEMORANDUM

To: Transportation Committee
From: Lish Whitson, Analyst
Subject: Council Bills 120764 and 120765: Fred Hutchinson Cancer Center Skybridge and Tunnel permit renewals

On May 7, 2024, the Transportation Committee will consider Council Bills (CB) [120764](#) and [120765](#), which would renew and amend approval for the Fred Hutchinson Cancer Center's (Fred Hutch) skybridge and tunnel over and under Eastlake Avenue E in Council District 7. The skybridge and tunnel connect Fred Hutch's Eastlake Building to the rest of the Fred Hutch campus. Both bills would provide for a twenty-year term after adoption.

This memorandum describes the skybridge and tunnel, and the changes requested. Attachments 1 and 2 describe the relevant City regulations that guide the Council's consideration of amendments to the permits.

Eastlake Building skybridge and tunnel

In 2012, the City Council adopted [Ordinance 123918](#), which granted Fred Hutchinson permission to build a tunnel under Eastlake Avenue E between Fred Hutch's Eastlake Building, on the east side of Eastlake, and the main Fred Hutch campus. The following year, the City Council adopted [Ordinance 124240](#), which permitted a skybridge over and across Eastlake Avenue E.

The skybridge and tunnel are located directly above and below each other. The stretch of Eastlake that they bridge runs between Aloha Street and Galer Street for a quarter mile without cross streets. The bridge and tunnel are located approximately halfway along this stretch.

The Eastlake Building houses Fred Hutch's Vaccine and Infection Diseases section. The tunnel provides a private utility and service personnel connection between the Eastlake Building and Fred Hutch's Weintraub Building. The skybridge provides a pedestrian connection for employees, staff and patients. As part of the skybridge approval, Fred Hutch agreed to provide: a public connection from Eastlake Avenue E and Fairview Avenue N, with an overlook plaza; a pedestrian crosswalk across Eastlake Avenue E; a sculpture on Eastlake; enhanced sidewalk and landscaping on the west side of Eastlake, including a pocket park with public seating; and an improved and expanded landscaped area on the east side of Eastlake.

Initial approval of the tunnel and skybridge were for ten-year terms, with the option to renew the permit for an additional two ten-year terms. After 30 years, the permits would expire, and new permits would be required. The City is currently applying a 15-year term to skybridge and significant structure permits. Fred Hutch has requested one additional 20-year term for each structure, rather than needing to renew the permit in ten years. CBs 120764 and 120765 would grant that request, consistent with other recent term permit renewals. The bills comply with the terms and conditions required under the Seattle Municipal Code.

Attachments:

1. Skybridge Permit Renewals and Repermitting
2. Significant Structure Term Permit Renewals and Repermitting

cc: Ben Noble, Director
Aly Pennucci, Deputy Director

Attachment 1

Skybridge Permit Renewals and Repermitting

Property owners who seek to build a new pedestrian bridge that would encroach over and above a public place¹ must seek skybridge permit approval from the City Council under Seattle Municipal Code (SMC) [Chapter 15.64](#).

The current practice of the Seattle Department of Transportation (SDOT) is to recommend 15-year permits that can be renewed for an additional 15-years for a total term of approval of 30 years. After that 30-year period, the skybridge's owner will need a new permit from the Council to continue operating the skybridge. The code provides for two different times when the Council may be called on to review an existing term permit: at the expiration of a term or during the renewal of a term permit if amendments are proposed.

Renewals

The code allows for renewals of a skybridge permit only if permitted in the original ordinance. [SMC 15.64.083](#) provides authority to the Director of the Seattle Department of Transportation (SDOT) to recommend amendments at term renewal. Amendments may only be made if consistent with the following terms and conditions listed in [SMC 15.64.090](#) and are made via ordinance:

- the term of years that permission is granted and renewal periods, if any;
- provision for regular inspection of and procedures for closure or removal of the skybridge;
- requirements for performance bonds, public liability insurance, indemnification, conformance with other laws, and annual fees;
- prohibition against assignment without City consent;
- a requirement for execution and recording of a covenant ensuring that obligations and conditions imposed on the permittee run with the land, where applicable;
- public benefit mitigation elements; and
- timely acceptance of permission.

¹ A "public place" is defined as: "public right-of-way and the space above or beneath its surface, whether or not opened or improved, including streets, avenues, ways, boulevards, drives, places, alleys, sidewalks, planting strips, squares, triangles, and plazas that are not privately owned." ([SMC 16.02.046](#))

Repermitting

If, at the end of a permit's term, the skybridge owner determines that they want to continue to operate the skybridge, they must request a new permit. SDOT will review the proposal, including any public benefits to be provided to offset impacts to the public realm. [SMC 15.64.087](#) provides the following requirements for Council consideration of the renewal of a skybridge permit:

Upon completion of final review of an application to continue to maintain and operate an existing skybridge upon expiration of the term of the permission (including any authorized renewals), the Director of Transportation shall transmit a final recommendation to the City Council for its decision to grant or deny the application for a term permit to continue to maintain and operate an existing skybridge. The Council shall include in its consideration those elements set out in [Section 15.64.086.C](#). The City Council shall not approve an application to continue to maintain and operate an existing skybridge upon term expiration unless it finds that continued maintenance and operation of the skybridge is in the public interest and no reasonable alternative to the skybridge exists.

Section 15.64.086.C indicates that the Council should consider these elements in its review of whether to repermit a skybridge:

1. Adequacy of horizontal and vertical clearance;
2. Any known conflicts with existing or proposed utilities, street lighting, traffic control devices, or other upcoming transportation projects;
3. View blockage;
4. Interruption or interference with existing streetscape or other street amenities;
5. Impacts due to reduction of natural light;
6. Reduction of and effect on pedestrian activity at street level;
7. Number of pedestrians that currently use the skybridge;
8. Effect on commerce and enjoyment of neighboring land uses;
9. Availability of reasonable alternatives;
10. Changed conditions in the vicinity since original installation;
11. Effect on traffic and pedestrian safety;
12. Accessibility for the elderly and handicapped; and
13. The public benefit mitigation elements, or changes to the existing public benefit mitigation elements, provided by the proposal.

As with permit renewals, new permits for an existing skybridge must be consistent with the terms and conditions described in SMC 15.64.090, listed above.

Attachment 2

Significant Structure Term Permit Renewals and Repermitting

Significant structures are structures that have “a long-anticipated duration of encroachment, impede the City’s or public’s flexibility in the use of the public place, or are necessary for the functioning of other property of the permittee.” (Seattle Municipal Code (SMC) [15.65.010.B.](#)) Examples include tunnels below streets that provide utility, pedestrian, or vehicular access between private properties; public art placed in right-of-way; and overhead structures attached to buildings. [SMC Chapter 15.65](#) establishes the procedures and criteria for permitting – and repermitting – significant structures under fixed terms (“term permits”).

The current practice of the Seattle Department of Transportation (SDOT) is to recommend 15-year permits that can be renewed for an additional 15-years for a total term of 30 years. After that 30-year period, the permittee will need a new term permit from the Council to continue. The code provides for two different times when the Council may be called on to review an existing term permit: at the expiration of a term or during the renewal of a term permit if amendments are proposed.

Renewals

If, at the time of renewal, SDOT determines that amendments should be made to the original permit, changes and amendments may be made by the City Council. The Council adopts changes by ordinance. Changes must be consistent with the terms and conditions in [Section 15.65.080](#). These terms and conditions include, but are not limited to:

- the term of years that permission is granted and renewal periods, if any;
- provision for regular inspection of and procedures for closure or removal of the structure;
- requirements for performance bonds, public liability insurance, indemnification, conformance with other laws, and annual fees;
- prohibition against assignment without City consent;
- a requirement for execution and recording of a covenant ensuring that obligations and conditions imposed on the permittee run with the land, where applicable;
- public benefit mitigation elements; and
- timely acceptance of permission.

Repermitting

If, at the end of the most recent term, the permit holder determines that they want to continue to occupy the City's right-of-way with a significant structure, they must request that a new permit be issued. SDOT will review the proposal, including any public benefits to be provided to offset impacts to the public realm. [SMC 15.65.077](#) states:

Upon completion of final review of an application to continue to maintain and operate an existing significant structure upon expiration of the term of the permission (including any authorized renewals), the Director of Transportation shall transmit a final recommendation to the City Council for its decision to grant or deny the application for a term permit to continue to maintain and operate an existing significant structure. The Council shall include in its consideration those elements set out in subsection [15.65.076.C](#). The City Council shall not approve an application to continue to maintain and operate an existing significant structure upon term expiration unless it finds that continued maintenance and operation of the structure is in the public interest and no reasonable alternative to the structure exists.

Section 15.65.076.C indicates that the Council should consider these elements in its review of whether to repermit a significant structure:

1. Horizontal, vertical, and other clearances are adequate;
2. Any known conflicts with existing or proposed utilities, street lighting, traffic control devices, or other upcoming transportation projects;
3. View blockage and impacts due to reduction of natural light;
4. Interruption or interference with existing streetscape or other street amenities;
5. Effect on pedestrian activity;
6. Effect on commerce and enjoyment of neighboring land uses;
7. Availability of reasonable alternatives;
8. Effect on traffic and pedestrian safety;
9. Accessibility for the elderly and handicapped; and
10. The public benefit mitigation elements provided by the proposal, to the extent required based on the nature of the structure, or modifications to the existing public benefit mitigation elements.

As with term permit renewals, repermitting a significant structure requires consistency with the terms and conditions in SMC 15.65.080 listed above.



Legislation Text

File #: CB 120765, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 123918; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 123918, The City of Seattle granted permission to Fred Hutchinson Cancer

Research Center to construct, maintain, and operate a service tunnel under and across Eastlake Avenue East, north of Aloha Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, since the adoption of Ordinance 123918, The City of Seattle has established a practice for limiting the length of permit to one 15-year term, renewable for one successive 15-year term, or 20-year term if the initial term was for a 10-year term; and

WHEREAS, reflective of this change Fred Hutchinson Cancer Center submitted an application to the Director of Transportation to renew the permission granted by Ordinance 123918 for a 20-year term; and

WHEREAS, Fred Hutchinson Cancer Research Center merged with Seattle Cancer Care Alliance and the new entity is Fred Hutchinson Cancer Center; and

WHEREAS, the permission authorized by Ordinance 123918 was due for renewal on August 8, 2022; and

WHEREAS, the service tunnel provides a below-grade connection for staff and employees between the Fred Hutchinson Cancer Center Weintraub Building and the 1100 Eastlake Avenue East Building; and

WHEREAS, the obligations of Ordinance 123918 remain in effect after the ordinance term expires until the encroachment is removed, or Fred Hutchinson Cancer Center is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to

renew the permission granted; and

WHEREAS, Fred Hutchinson Cancer Center has satisfied all the terms of the original authorizing ordinance and the Director of Transportation recommends that the term permit be renewed for 20 years subject to the terms identified in this ordinance; 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 Fred Hutchinson Cancer Center, 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 such approved successor and assign are referred to as “Permittee”), to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street. The service tunnel is adjacent in whole or in part to the properties legally described as:

Parcel A:

Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Except the Southeasterly 75 feet thereof measured along the Northeasterly line of said Lot 1;
And except that portion thereof conveyed to the State of Washington by deed recorded December 7, 1959 under Recording No. 5110036.

Parcel B:

The Southwesterly 40 feet of Lot 20 and all Lots 21 and 22, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington.

Parcel C:

Those portions of Prospect Street and Eastlake Avenue East vacated by City of Seattle Ordinance No. 110472, which was corrected and amended by City of Seattle Ordinance No. 114412 recorded March 28, 1989 under Recording No. 8903281048 described as follows:
Beginning at the most Westerly corner of Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Thence South 72°32’12” East along the Southerly line of said block a distance of 39.35 feet, more or less, to the Northwesterly right of way margin of Primary State Highway 1 (Seattle Freeway);
Thence Southwesterly along said right of way margin on a curve to the left with a radius of 1,787.14 feet, a distance of 156.621 feet;
Thence North 89°10’51” West along said right of way margin, a distance of 64.567 feet;
Thence North 00°49’09” East, a distance of 195.50 feet to a point of curvature;

Thence on a curve to the right with a radius of 150 feet, a distance of 91.658 feet to a point of tangency; Thence North 35°49'48" East, a distance of 37.737 feet to the East line of Eastlake Avenue East; Thence South 01°13'48" West along said East line, a distance of 144.70 feet to the Southerly line of said Block 12;

Thence Easterly along the South line of said block a distance of 39 feet, more or less, to the Point of Beginning;

Except that portion conveyed for street purposes to the City of Seattle by deed recorded January 16, 2008 under Recording No. 20080116000258.

Parcel D:

That portion of Lot(s) 2 and 3, Block 12, East Park Addition to the City of Seattle according to plat thereof recorded in Volume 8 of Plats, page 63, of King County, Washington lying Northwesterly of a line drawn parallel with and 150 feet Northwesterly, when measured radially from the reversible (r/w center line) survey of State Highway Route 5, Seattle Freeway: Olive Way to Galer Street.

Section 2. **Term.** The permission granted to the Permittee is for a second and final renewed term of 20 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on last day of the twentieth year. This is the second and final term authorized in Ordinance 123918, subject to the right of the City to require the removal of the service tunnel or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The Permittee shall submit any application for a new permission no later than one year prior to the expiration of the then-existing term.

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

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, "public place") by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the service tunnel, or any part thereof or installation on the public place, at the Permittee's sole cost

and expense if:

A. The City Council determines by ordinance that the space occupied by the service tunnel is necessary for any public use or benefit or that the service tunnel interferes with any public use or benefit; or

B. The Director determines that use of the service tunnel has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

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

Section 5. **Permittee's obligation to remove and restore.** If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the service tunnel, the Permittee shall, at its own expense, remove the service tunnel and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the service tunnel in as good condition for public use as existed prior to construction of the service tunnel and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the service tunnel as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the service tunnel

and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

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

Section 6. Repair or reconstruction. The service tunnel shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the service tunnel in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the service tunnel except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the service tunnel reconstructed or repaired at the Permittee's cost and expense: because of the deterioration of the service tunnel; because of the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause.

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

Section 8. Continuing obligations. Notwithstanding termination or expiration of the permission granted, or removal of the service tunnel, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to renew the permission granted and/or establish a new term. Notwithstanding the issuance of that certification,

the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Section 15 and Section 17 of this ordinance.

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

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

A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the service tunnel, or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the service tunnel or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the

Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

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

A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the service tunnel, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the service tunnel;

B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

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

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

Section 11. **Contractor insurance.** The Permittee shall contractually require that any and all of its

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

Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington, in the amount of \$90,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance

of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance, and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the service tunnel.

Section 15. **Inspection fees.** The Permittee shall, as provided by Chapter 15.76 SMC or successor provision, pay the City the amounts charged by the City to inspect the service tunnel during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the service tunnel by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the service tunnel. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee. The Permittee shall pay the City the amounts charged by the City to review the inspection reports required by Section 16 of this ordinance.

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

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the service tunnel;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and

D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the service tunnel, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the service tunnel. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$10,996.85, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and operate the service tunnel in compliance with all applicable federal, state, County, and City laws and regulations. Without

limitation, in all matters pertaining to the service tunnel, the Permittee shall comply with the City’s laws prohibiting discrimination in employment and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting Practices Code, Chapter 14.10 SMC (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the service tunnel and legally described in Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder’s Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. Repeal of Section 8 of Ordinance 123918. Section 8 of Ordinance 123918 is repealed.

Section 22. Section titles. Section titles are for convenient reference only and do not modify or limit the

text of a section.

Section 23. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2024, and signed by me in open session in authentication of its passage this ____ day of _____, 2024.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Amy Gray	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 123918; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation allows Fred Hutchinson Cancer Center to continue maintaining and operating the existing service tunnel under and across Eastlake Avenue East, north of Aloha Street. The service tunnel permit is for a period of 20 years, commencing on the effective date of the ordinance. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

Expenditure Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Expenditure Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.

Revenue Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	Annual Fee: \$10,996.85	TBD	TBD	TBD	TBD

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.

Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2024 Revenue	2025 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$10,996.85	TBD
TOTAL			\$10,996.85	TBD

Revenue/Reimbursement Notes:

The 2024 fee is based on the 2024 land value as assessed by King County.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

No.

Please describe any financial costs or other impacts of *not* implementing the legislation.

If the legislation is not enacted by City Council, the City of Seattle will not receive the 2024 fee of \$10,996.85 and future annual fees.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.

N/A

- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**
Yes, the Fred Hutchinson Cancer Center property legally described in Section 1 of the Council Bill.
- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
This legislation renews the term permit for an existing pedestrian tunnel. The legislation does not impact vulnerable or historically disadvantaged communities.
 - ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**
N/A
 - iii. What is the Language Access Plan for any communications to the public?**
N/A
- d. Climate Change Implications**
- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**
This legislation is not likely to increase or decrease carbon emissions in a material way.
 - ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
This legislation will not increase or decrease Seattle’s ability to adapt to climate change in a material way.
- e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**
N/A

5. CHECKLIST

- Is a public hearing required?

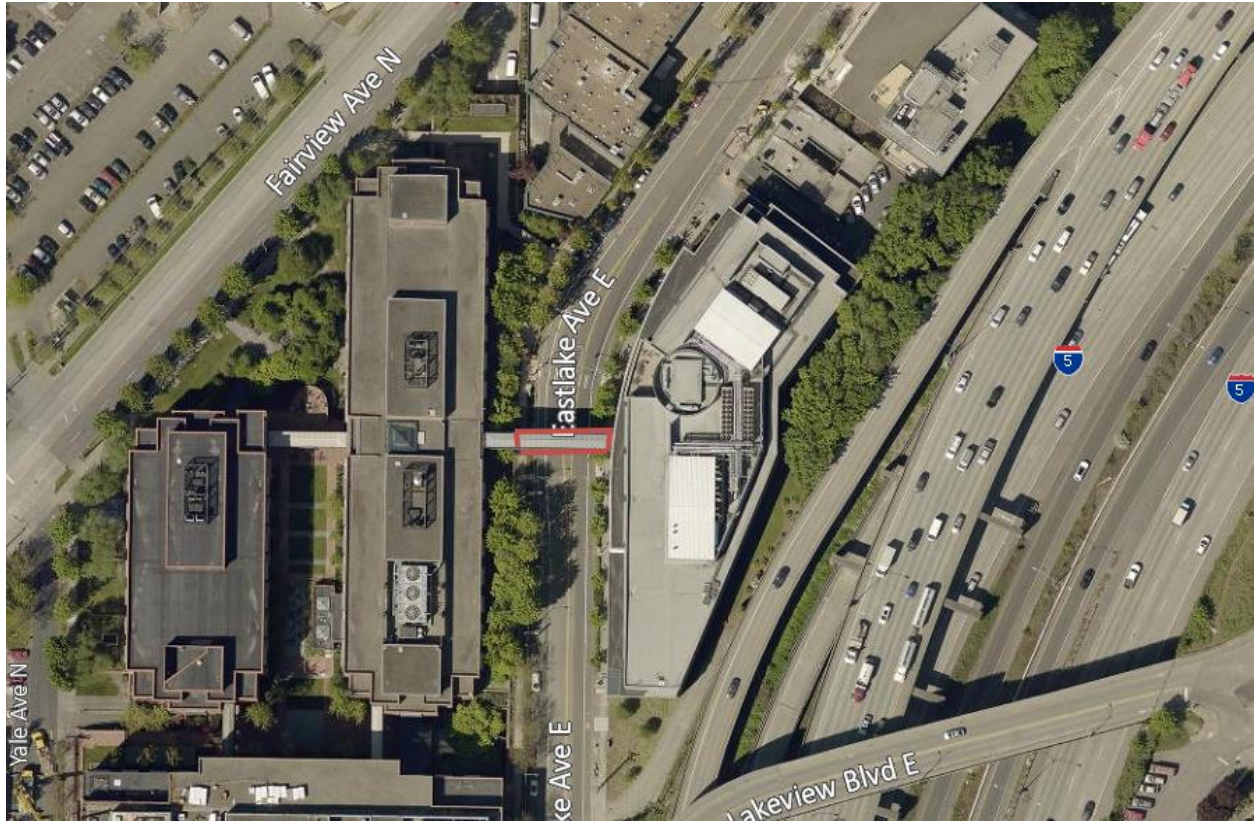
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments:

- Summary Attachment A – Fred Hutchinson Cancer Center Tunnel Area Map
- Summary Attachment B – Fred Hutchinson Cancer Center Tunnel Photo
- Summary Attachment C – Fred Hutchinson Tunnel Annual Fee Assessment

Fred Hutchinson Cancer Center Tunnel Area Map



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

Fred Hutchinson Cancer Center Tunnel Photo



STREET USE ANNUAL FEE ASSESSMENT

Date: 12/21/2023

<u>Summary:</u> Land Value: \$575/SF 2024 Permit Fee: \$10,996.85

I. Property Description:

An existing service tunnel under across Eastlake Avenue East, north of Aloha Street. The service tunnel provides a connection between the Fred Hutchison Cancer Center Weintraub Building and 1100 Eastlake Avenue East Building. The service tunnel total area is 850 square feet.

Applicant:

Fred Hutchinson Cancer Center

Abutting Parcels, Property Size, Assessed Value:

2024

Parcel 2163901105; Lot size: 42,054
Tax year 2024 Appraised Land Value \$24,181,000 (\$575/sq ft)

Parcel 1984200455; Lot size: 177,682
Tax year 2024 Appraised Land Value \$102,167,100 (\$575/sq ft)

II. Annual Fee Assessment:

The 2024 permit fee is calculated as follows:

$(\$575/\text{SF}) \times (850 \text{ SF}) \times (30\%) \times (7.5\%) = \$10,996.85$ where 30% is the degree of alienation for below-grade tunnel and 7.5% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.

May 1, 2024

MEMORANDUM

To: Transportation Committee
From: Lish Whitson, Analyst
Subject: Council Bills 120764 and 120765: Fred Hutchinson Cancer Center Skybridge and Tunnel permit renewals

On May 7, 2024, the Transportation Committee will consider Council Bills (CB) [120764](#) and [120765](#), which would renew and amend approval for the Fred Hutchinson Cancer Center's (Fred Hutch) skybridge and tunnel over and under Eastlake Avenue E in Council District 7. The skybridge and tunnel connect Fred Hutch's Eastlake Building to the rest of the Fred Hutch campus. Both bills would provide for a twenty-year term after adoption.

This memorandum describes the skybridge and tunnel, and the changes requested. Attachments 1 and 2 describe the relevant City regulations that guide the Council's consideration of amendments to the permits.

Eastlake Building skybridge and tunnel

In 2012, the City Council adopted [Ordinance 123918](#), which granted Fred Hutchinson permission to build a tunnel under Eastlake Avenue E between Fred Hutch's Eastlake Building, on the east side of Eastlake, and the main Fred Hutch campus. The following year, the City Council adopted [Ordinance 124240](#), which permitted a skybridge over and across Eastlake Avenue E.

The skybridge and tunnel are located directly above and below each other. The stretch of Eastlake that they bridge runs between Aloha Street and Galer Street for a quarter mile without cross streets. The bridge and tunnel are located approximately halfway along this stretch.

The Eastlake Building houses Fred Hutch's Vaccine and Infection Diseases section. The tunnel provides a private utility and service personnel connection between the Eastlake Building and Fred Hutch's Weintraub Building. The skybridge provides a pedestrian connection for employees, staff and patients. As part of the skybridge approval, Fred Hutch agreed to provide: a public connection from Eastlake Avenue E and Fairview Avenue N, with an overlook plaza; a pedestrian crosswalk across Eastlake Avenue E; a sculpture on Eastlake; enhanced sidewalk and landscaping on the west side of Eastlake, including a pocket park with public seating; and an improved and expanded landscaped area on the east side of Eastlake.

Initial approval of the tunnel and skybridge were for ten-year terms, with the option to renew the permit for an additional two ten-year terms. After 30 years, the permits would expire, and new permits would be required. The City is currently applying a 15-year term to skybridge and significant structure permits. Fred Hutch has requested one additional 20-year term for each structure, rather than needing to renew the permit in ten years. CBs 120764 and 120765 would grant that request, consistent with other recent term permit renewals. The bills comply with the terms and conditions required under the Seattle Municipal Code.

Attachments:

1. Skybridge Permit Renewals and Repermitting
2. Significant Structure Term Permit Renewals and Repermitting

cc: Ben Noble, Director
Aly Pennucci, Deputy Director

Attachment 1

Skybridge Permit Renewals and Repermitting

Property owners who seek to build a new pedestrian bridge that would encroach over and above a public place¹ must seek skybridge permit approval from the City Council under Seattle Municipal Code (SMC) [Chapter 15.64](#).

The current practice of the Seattle Department of Transportation (SDOT) is to recommend 15-year permits that can be renewed for an additional 15-years for a total term of approval of 30 years. After that 30-year period, the skybridge's owner will need a new permit from the Council to continue operating the skybridge. The code provides for two different times when the Council may be called on to review an existing term permit: at the expiration of a term or during the renewal of a term permit if amendments are proposed.

Renewals

The code allows for renewals of a skybridge permit only if permitted in the original ordinance. [SMC 15.64.083](#) provides authority to the Director of the Seattle Department of Transportation (SDOT) to recommend amendments at term renewal. Amendments may only be made if consistent with the following terms and conditions listed in [SMC 15.64.090](#) and are made via ordinance:

- the term of years that permission is granted and renewal periods, if any;
- provision for regular inspection of and procedures for closure or removal of the skybridge;
- requirements for performance bonds, public liability insurance, indemnification, conformance with other laws, and annual fees;
- prohibition against assignment without City consent;
- a requirement for execution and recording of a covenant ensuring that obligations and conditions imposed on the permittee run with the land, where applicable;
- public benefit mitigation elements; and
- timely acceptance of permission.

¹ A "public place" is defined as: "public right-of-way and the space above or beneath its surface, whether or not opened or improved, including streets, avenues, ways, boulevards, drives, places, alleys, sidewalks, planting strips, squares, triangles, and plazas that are not privately owned." ([SMC 16.02.046](#))

Repermitting

If, at the end of a permit's term, the skybridge owner determines that they want to continue to operate the skybridge, they must request a new permit. SDOT will review the proposal, including any public benefits to be provided to offset impacts to the public realm. [SMC 15.64.087](#) provides the following requirements for Council consideration of the renewal of a skybridge permit:

Upon completion of final review of an application to continue to maintain and operate an existing skybridge upon expiration of the term of the permission (including any authorized renewals), the Director of Transportation shall transmit a final recommendation to the City Council for its decision to grant or deny the application for a term permit to continue to maintain and operate an existing skybridge. The Council shall include in its consideration those elements set out in [Section 15.64.086.C](#). The City Council shall not approve an application to continue to maintain and operate an existing skybridge upon term expiration unless it finds that continued maintenance and operation of the skybridge is in the public interest and no reasonable alternative to the skybridge exists.

Section 15.64.086.C indicates that the Council should consider these elements in its review of whether to repermit a skybridge:

1. Adequacy of horizontal and vertical clearance;
2. Any known conflicts with existing or proposed utilities, street lighting, traffic control devices, or other upcoming transportation projects;
3. View blockage;
4. Interruption or interference with existing streetscape or other street amenities;
5. Impacts due to reduction of natural light;
6. Reduction of and effect on pedestrian activity at street level;
7. Number of pedestrians that currently use the skybridge;
8. Effect on commerce and enjoyment of neighboring land uses;
9. Availability of reasonable alternatives;
10. Changed conditions in the vicinity since original installation;
11. Effect on traffic and pedestrian safety;
12. Accessibility for the elderly and handicapped; and
13. The public benefit mitigation elements, or changes to the existing public benefit mitigation elements, provided by the proposal.

As with permit renewals, new permits for an existing skybridge must be consistent with the terms and conditions described in SMC 15.64.090, listed above.

Attachment 2

Significant Structure Term Permit Renewals and Repermitting

Significant structures are structures that have “a long-anticipated duration of encroachment, impede the City’s or public’s flexibility in the use of the public place, or are necessary for the functioning of other property of the permittee.” (Seattle Municipal Code (SMC) [15.65.010.B.](#)) Examples include tunnels below streets that provide utility, pedestrian, or vehicular access between private properties; public art placed in right-of-way; and overhead structures attached to buildings. [SMC Chapter 15.65](#) establishes the procedures and criteria for permitting – and repermitting – significant structures under fixed terms (“term permits”).

The current practice of the Seattle Department of Transportation (SDOT) is to recommend 15-year permits that can be renewed for an additional 15-years for a total term of 30 years. After that 30-year period, the permittee will need a new term permit from the Council to continue. The code provides for two different times when the Council may be called on to review an existing term permit: at the expiration of a term or during the renewal of a term permit if amendments are proposed.

Renewals

If, at the time of renewal, SDOT determines that amendments should be made to the original permit, changes and amendments may be made by the City Council. The Council adopts changes by ordinance. Changes must be consistent with the terms and conditions in [Section 15.65.080](#). These terms and conditions include, but are not limited to:

- the term of years that permission is granted and renewal periods, if any;
- provision for regular inspection of and procedures for closure or removal of the structure;
- requirements for performance bonds, public liability insurance, indemnification, conformance with other laws, and annual fees;
- prohibition against assignment without City consent;
- a requirement for execution and recording of a covenant ensuring that obligations and conditions imposed on the permittee run with the land, where applicable;
- public benefit mitigation elements; and
- timely acceptance of permission.

Repermitting

If, at the end of the most recent term, the permit holder determines that they want to continue to occupy the City's right-of-way with a significant structure, they must request that a new permit be issued. SDOT will review the proposal, including any public benefits to be provided to offset impacts to the public realm. [SMC 15.65.077](#) states:

Upon completion of final review of an application to continue to maintain and operate an existing significant structure upon expiration of the term of the permission (including any authorized renewals), the Director of Transportation shall transmit a final recommendation to the City Council for its decision to grant or deny the application for a term permit to continue to maintain and operate an existing significant structure. The Council shall include in its consideration those elements set out in subsection [15.65.076.C](#). The City Council shall not approve an application to continue to maintain and operate an existing significant structure upon term expiration unless it finds that continued maintenance and operation of the structure is in the public interest and no reasonable alternative to the structure exists.

Section 15.65.076.C indicates that the Council should consider these elements in its review of whether to repermit a significant structure:

1. Horizontal, vertical, and other clearances are adequate;
2. Any known conflicts with existing or proposed utilities, street lighting, traffic control devices, or other upcoming transportation projects;
3. View blockage and impacts due to reduction of natural light;
4. Interruption or interference with existing streetscape or other street amenities;
5. Effect on pedestrian activity;
6. Effect on commerce and enjoyment of neighboring land uses;
7. Availability of reasonable alternatives;
8. Effect on traffic and pedestrian safety;
9. Accessibility for the elderly and handicapped; and
10. The public benefit mitigation elements provided by the proposal, to the extent required based on the nature of the structure, or modifications to the existing public benefit mitigation elements.

As with term permit renewals, repermitting a significant structure requires consistency with the terms and conditions in SMC 15.65.080 listed above.