



CITY OF SEATTLE

City Council

Agenda

Tuesday, January 20, 2026

2:00 PM

**Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104**

Joy Hollingsworth, Council President

Dionne Foster, Member

Debora Juarez, Member

Robert Kettle, Member

Eddie Lin, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

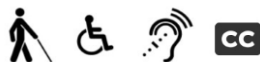
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

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CITY OF SEATTLE

City Council Agenda

January 20, 2026 - 2:00 PM

Meeting Location:

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:

<http://www.seattle.gov/council>

Members of the public may register for remote or in-person Public Comment to address the Council. Speakers must be registered in order to be recognized by the Chair. Details on how to register for Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period 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.

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.

Written comments must be submitted prior to 10 a.m. to ensure that they are distributed to Councilmembers prior to the start of the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Comments received after 10 a.m. will be distributed after the meeting to Councilmembers and included as part of the public record.

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda, Introduction and Referral Calendar, and Council Work Program; total time allotted to public comment at this meeting is up to one hour.

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 507](#)

January 20, 2026

Attachments: [Introduction and Referral Calendar](#)

F. APPROVAL OF THE AGENDA**G. APPROVAL OF CONSENT CALENDAR**

The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.

Journal:

1. [Min 551](#) January 13, 2026

Attachments: [Minutes](#)

Bills:

2. [CB 121154](#) AN ORDINANCE appropriating money to pay certain claims for the week of January 5, 2026, through January 9, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting Documents: [Summary and Fiscal Note](#)

H. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

TRANSPORTATION, WATERFRONT, AND SEATTLE CENTER COMMITTEE:

1. [CB 121022](#) AN ORDINANCE granting HST Lessee West Seattle LLC permission to continue maintaining and operating a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 5 - Saka, Rinck, Foster, Kettle, Lin

Opposed: None

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A – Map](#)

[Summary Att B – Photos](#)

[Summary Att C – Annual Fee Assessment Summary](#)

2. [CB 121117](#) AN ORDINANCE vacating the alley in Block 24, Heirs of Sarah A. Bell's Second Addition, in the Denny Triangle neighborhood; and accepting a Property Use and Development Agreement, on the petition of GID Development Group and the Seattle Parks and Recreation Department (Clerk File 313843).

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 5 - Saka, Rinck, Foster, Kettle, Lin

Opposed: None

Attachments: [Ex 1 - Property Use and Development Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A - Block 24 Vacation Area Map](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 507, **Version:** 1

January 20, 2026



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Strauss</u>		
1. CB 121154	AN ORDINANCE appropriating money to pay certain claims for the week of January 5, 2026, through January 9, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Hollingsworth</u>		
2. CB 121155	AN ORDINANCE relating to the Bitter Lake Reservoir Replacement Project; transferring partial jurisdiction of a portion of Seattle Public Utilities' Bitter Lake Reservoir property to the Seattle Department of Transportation, situated in a portion of the Northeast quarter of the Northwest quarter of Section 19, Township 26 North, Range 4 East, Willamette Meridian, and Lots 1, 2, and 3, Block 3, Allendale; designating the property for street and sidewalk purposes; and laying it off as right-of-way.	Governance and Utilities Committee



Legislation Text

File #: Min 551, **Version:** 1

January 13, 2026

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, January 13, 2026

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Joy Hollingsworth, Council President

Dionne Foster, Member

Debora Juarez, Member

Robert Kettle, Member

Eddie Lin, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on January 13, 2026, pursuant to the provisions of the City Charter. The meeting was called to order at 2:02 p.m., with Council President Hollingsworth presiding.

B. ROLL CALL

Present: 8 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rivera, Saka, Strauss

Late Arrival: 1 - Rinck

C. PRESENTATIONS

There were none.

Councilmember Rinck joined the meeting at 2:04 p.m.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Kerin Hoag
Yvette Dinish
Alexander Dean
Justin Bare
Matthew Meloy
Sonja Ponath
Willow Reader
Sam White
Magdalena Ware
Long Nguyen
Jason Thiel
Gwendolyn Hart
Robert Engel
Olive Lacy
Jonathan Toledo
Clio Jensen
Kevin Rosewood
Kshama Sawant
Howard Gale
Bennett Haselton
Em Smith
M. Murphy
Summer Miller
Alex Tsimerman
Rose Legionaires
David Haines

Without objection, the City Council meeting recessed from 3:11 p.m. until 3:21 p.m.

At 3:25 p.m., the January 13, 2026, City Council meeting came back to order.

Present: 6 - Foster, Hollingsworth, Juarez, Lin, Rivera, Strauss
Late arrival: 3 - Kettle, Rinck, Saka

Councilmembers Kettle, Rinck, and Saka joined the meeting at 3:26 p.m.

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 506](#)

January 13, 2026

By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Hollingsworth, duly seconded and carried, to adopt the Consent Calendar.

Journal:**1. [Min 550](#) January 6, 2026**

The Minutes were adopted on the Consent Calendar by the following vote, and the President signed the Minutes (Min):

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

Bills:

2. [CB 121148](#) **AN ORDINANCE appropriating money to pay certain claims for the week of December 29, 2025, through January 2, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

The Council Bill (CB) was passed on the Consent Calendar by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

H. COMMITTEE REPORTS

LAND USE COMMITTEE:

1. [CB 121143](#) **AN ORDINANCE** relating to floodplains; tenth extension of interim regulations established by Ordinance 126113, and as amended by Ordinance 126536, for an additional six months, to allow individuals to rely on updated National Flood Insurance Rate Maps to obtain flood insurance through the Federal Emergency Management Agency's Flood Insurance Program.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Lin, Strauss, Rinck, Rivera

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 9 - Foster, Hollingsworth, Juarez, Kettle, Lin, Rinck, Rivera, Saka, Strauss

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

By unanimous consent, Councilmember Rivera and Councilmember Strauss were excused from the January 20, 2026, City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 3:33 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on January 20, 2026.

Joy Hollingsworth, Council President of the City Council



Legislation Text

File #: CB 121154, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of January 5, 2026, through January 9, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$25,695,928.04 on PeopleSoft 9.2 mechanical warrants numbered 4100998831 - 4101000775 plus manual or cancellation issues for claims, e-payables of \$170,768.54 on PeopleSoft 9.2 9100015905 - 9100015923, and electronic financial transactions (EFT) in the amount of \$75,822,365.16 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. 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 20th of January, 2026, and signed by me in open session in authentication of its passage this 20th of January, 2026.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2026.

Katie B. Wilson, Mayor

Filed by me this _____ day of _____, 2026.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Kaitlin Klaustermeier	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of January 5, 2026, through January 9, 2026, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

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.

Please describe any financial costs or other impacts of *not* implementing the legislation.
The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

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

This type of legislation authorizes payment of bill and payroll expenses for all City departments.

- 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.**

No.

- 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.**

N/A

- 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.**

N/A

- 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.**

N/A

- 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:

None.



Legislation Text

File #: CB 121022, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting HST Lessee West Seattle LLC permission to continue maintaining and operating a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 109848 the City of Seattle ("City") granted permission to the Washington Plaza Hotel to construct, maintain, and operate a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue; and

WHEREAS, ownership of the pedestrian skybridge was transferred from the Washington Plaza Hotel to The Seattle Westin Hotel Company and subsequently transferred to HST Lessee West Seattle LLC; and

WHEREAS, the permission authorized by Ordinance 109848 was amended by Resolution 28344 and Ordinance 118103 to allow for its extension, and the permission ended on January 1, 2011; and

WHEREAS, the obligations under Ordinance 109848, as amended by Resolution 28344 and Ordinance 118103, remain in effect after the ordinance term expires until the encroachment is removed, HST Lessee West Seattle LLC 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, since the adoption of Ordinance 109848, the City has established a practice for the length of the permit to consist of one 15-year term, renewable for one successive 15-year term; and

WHEREAS, HST Lessee West Seattle LLC has applied for permission to continue maintaining and operating the pedestrian skybridge and has satisfied all the terms of the original authorizing ordinances as

amended; and

WHEREAS, the purpose of the pedestrian skybridge is to provide a pedestrian connection between the parking garage located at 2000 5th Avenue and the Seattle Westin Hotel at 1900 5th Avenue; and

WHEREAS, the Seattle Design Commission recommended approval of the existing skybridge; and

WHEREAS, HST Lessee West Seattle LLC completed maintenance of the giant sequoia tree between Olive Way, Stewart Street, and 4th Avenue as the public benefit mitigation; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to HST Lessee West Seattle LLC, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign is referred to as “Permittee”), to continue maintaining and operating a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue. The pedestrian skybridge is adjacent in whole or in part to the property legally described as:

Lots 5 and 6, Block 10, Addition to the Town of Seattle, as laid off by the Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell’s Addition to the City of Seattle), according to the plat thereof recorded in Volume 1 of Plats, Page 103, records of King County, Washington.

Section 2. **Term.** The permission granted to Permittee is for a term of 15 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on the last day of the fifteenth year. Upon written application made by the Permittee at least one year prior to the expiration of the term, the Director or the City Council may renew the permit once, for one successive 15-year term, subject to the right of the City to require the removal of the pedestrian skybridge or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. If no terms or conditions of this ordinance require amendment, the Director may

administratively approve renewal of the permit and extend the term by agreement without requiring City Council approval. The total term of the permission, including renewals, shall not exceed 30 years.

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 pedestrian 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 pedestrian 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 pedestrian skybridge is necessary for any public use or benefit or that the pedestrian skybridge interferes with any public use or benefit; or

B. The Director determines that use of the pedestrian 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 pedestrian 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 pedestrian skybridge, the Permittee shall, at its own expense, remove the pedestrian 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 pedestrian skybridge in as good condition for public use as existed prior to construction of the pedestrian 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 pedestrian 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 pedestrian 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 pedestrian skybridge shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian skybridge in good and safe condition for the

protection of the public. The Permittee shall not reconstruct or repair the pedestrian skybridge except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the pedestrian skybridge reconstructed or repaired at the Permittee's cost and expense: because of the deterioration of the pedestrian 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 pedestrian skybridge be removed at the Permittee's expense if the Director deems that the pedestrian 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 pedestrian 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 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 pedestrian 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 pedestrian 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 pedestrian 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 pedestrian skybridge, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the pedestrian 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 \$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 pedestrian skybridge.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the pedestrian skybridge during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the pedestrian 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 pedestrian 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 pedestrian 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 pedestrian 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 pedestrian 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. The Permittee shall pay the City the amounts charged by the City to review the inspection reports submitted by 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 \$69,052.50, 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 pedestrian skybridge in compliance with all applicable federal, state, County, and City laws and regulations. Without limitation, in all matters pertaining to the pedestrian 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, and Fair Contracting Practices code, Chapter 14.10 (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 pedestrian 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 performed maintenance on the giant sequoia tree between Olive Way, Stewart Street, and 4th Avenue, including:

- A. Changing the way the tree is irrigated to drip irrigation at the periphery of the root zone to prevent oversaturation;
- B. Improving soil conditions; and
- C. Removing the holiday lighting that had damaged the tree and replacing with smaller quantities of lighting for shorter periods of time.

Section 22. **Severability.** The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this

ordinance or the validity of its application to other persons or circumstances.

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 _____, 2025, and signed by
me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

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 HST Lessee West Seattle LLC permission to continue maintaining and operating a pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation authorizes HST Lessee West Seattle LLC to continue maintaining and operating a pedestrian skybridge over and across Virginia Street for a 15-year term with one renewable 15-year term. This legislation specifies the conditions under which permission is granted.

SDOT reviewed the application to re-permit the skybridge in accordance with SMC 15.64.086.C. The skybridge met the following criteria: adequacy of horizontal and vertical clearance; no known conflicts with existing or proposed utilities, street lighting, or traffic control devices; it does not block views; there is no impact due to the reduction of natural light; there is no effect on commerce and enjoyment of neighboring land uses; and it provides an accessible route between the parking garage at 2000 5th Avenue and the Westin Hotel at 1900 5th Avenue.

As the public benefit, HST Lessee West Seattle LLC completed maintenance of the iconic giant sequoia tree between Olive Way, Stewart Street, and 4th Avenue. This work included changing the irrigation system to drip irrigation at the periphery of the root zone to prevent oversaturation; improving the soil conditions to provide the necessary nutrients, and removing the holiday lighting that had been girdling the tree, contributing to its decline. The new holiday lighting will be smaller and installed for shorter periods of time.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?

☐ Yes ☒ No

Project Name:	Master Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2030:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☒ Yes ☐ No

Expenditure Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Expenditure Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.

Revenue Change (\$); General Fund	2025	2026 est.	2027 est.	2028 est.	2029 est.
Revenue Change (\$); Other Funds	2025	2026 est.	2027 est.	2028 est.	2029 est.
	Annual Fee: \$69,052.50	TBD	TBD	TBD	TBD

Number of Positions	2025	2026 est.	2027 est.	2028 est.	2029 est.
Total FTE Change	2025	2026 est.	2027 est.	2028 est.	2029 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	2025 Revenue	2026 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$69,052.50	TBD
TOTAL			\$69,052.50	TBD

Revenue/Reimbursement Notes:

The 2025 fee is based on the 2025 land values 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.

N/A

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 2025 annual fee of \$69,052.50, and future annual fees.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No.

c. Does this legislation affect a piece of property?

Yes, the HST Lessee West Seattle LLC property legally described in Section 1 of the Council Bill.

d. 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 is a renewal of an existing term permit and will not have an impact on 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

e. 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 is renewal of an existing term permit and is unlikely 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 is a renewal of an existing term permit and will not increase or decrease Seattle's ability to adapt to climate change in a material way.

- f. **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

- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

N/A

5. ATTACHMENTS

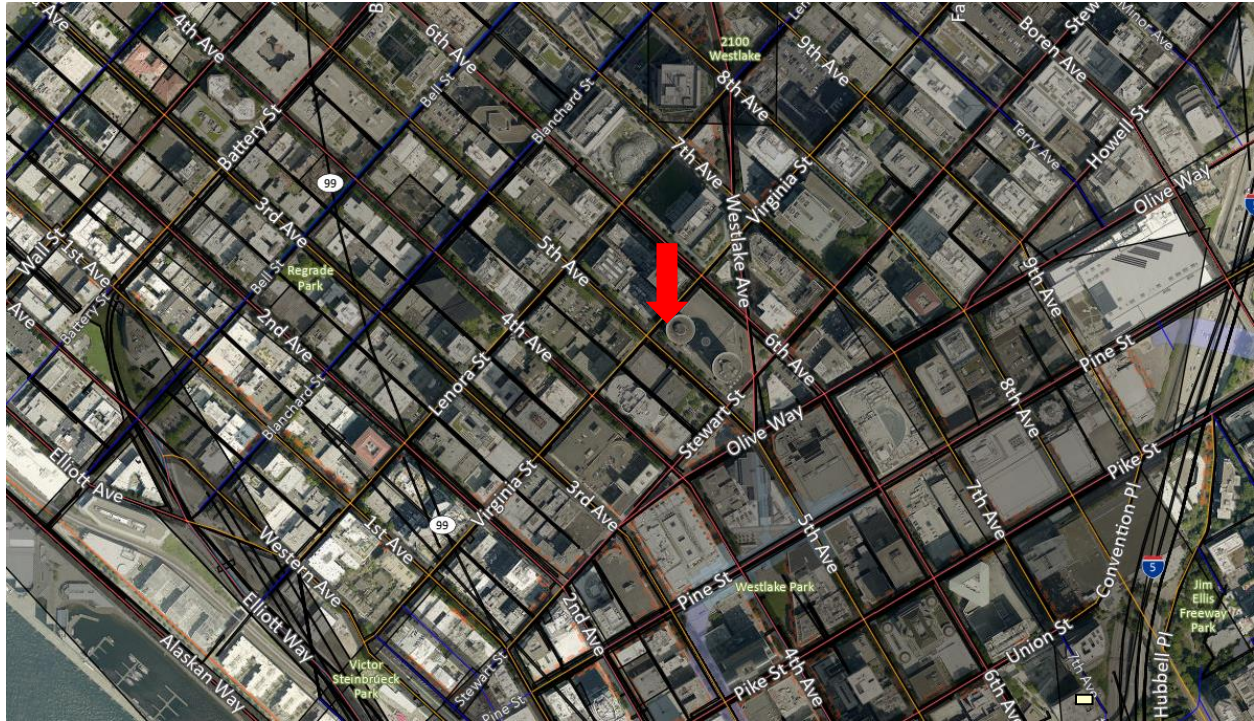
Summary Attachments:

Summary Attachment A – Westin Hotel Skybridge Area Map

Summary Attachment B – Westin Hotel Skybridge Photos

Summary Attachment C – Westin Hotel Skybridge Annual Fee Assessment Summary

Westin Hotel Skybridge Area Map



Westin Hotel Skybridge Photos

Interior



Exterior



STREET USE ANNUAL FEE ASSESSMENT

Date: 3/3/2025

<p>Summary: Land Value: \$1,550/SF 2025 Permit Fee: \$69,052.50</p>
--

I. Property Description:

An existing pedestrian skybridge over and across Virginia Street, between 5th Avenue and 6th Avenue. The skybridge provides a pedestrian connection between the parking garage at 2000 5th Avenue and the Westin Hotel at 1900 5th Avenue. The skybridge total area is 792 square feet.

Applicant:

HST Lessee West Seattle LLC

Abutting Parcels, Property Size, Assessed Value:

2025

Parcel 0659000475; Lot size: 71,888

Tax year 2025 Appraised Land Value \$111,426,400 (\$1,550/sq ft)

Parcel 0659000890; Lot size: 19,440

Tax year 2025 Appraised Land Value \$30,132,000 (\$1,550/sq ft)

II. Annual Fee Assessment:

The 2025 permit fee is calculated as follows:

$(\$1,550/\text{SF}) \times (792 \text{ SF}) \times (75\%) \times (7.5\%) = \$69,052.50$ where 75% is the degree of alienation for semi-public skybridge and 7.5% is the annual rate of return.

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



Legislation Text

File #: CB 121117, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE vacating the alley in Block 24, Heirs of Sarah A. Bell's Second Addition, in the Denny Triangle neighborhood; and accepting a Property Use and Development Agreement, on the petition of GID Development Group and the Seattle Parks and Recreation Department (Clerk File 313843).

WHEREAS, GID Development Group and the Seattle Parks and Recreation Department filed a petition under

Clerk File 313843 to vacate the alley in Block 24, Heirs of Sarah A. Bell's Second Addition; and

WHEREAS, following a June 23, 2015, public hearing on the petition, the Seattle City Council ("City

Council") conditionally granted the petition on June 29, 2015; and

WHEREAS, a Property Use and Development Agreement recorded on June 27, 2024, with the King County

Recorder's Office under Recording No. 20240627000012 commits the Petitioners and their successors

to fulfill ongoing public-benefit obligations required as part of the vacation; and

WHEREAS, the Petitioners have agreed on the distribution of the right-of-way as outlined in the Property Use

and Development Agreement; and

WHEREAS, as provided for in RCW 35.79.030 and Seattle Municipal Code Chapter 15.62, the GID

Development Group paid the City a vacation fee of \$1,070,000 on June 27, 2019, which is the full

appraised value of their portion of the property; and

WHEREAS, as provided for in Seattle Municipal Code subsection 15.62.090.B, the Seattle Parks and

Recreation Department is exempt from paying the full appraised value of its portion of the property; and

WHEREAS, the Petitioners have met all conditions imposed by the City Council in connection with the

vacation petition; and

WHEREAS, vacating the alley in Block 24, Heirs of Sarah A. Bell's Second Addition is in the public interest;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The alley in Block 24, Heirs of Sarah A. Bell's Second Addition, described below, is vacated, with the vacated alley area vesting in the adjoining owners as follows:

To GID Development Group:

THE ALLEY LYING WITHIN BLOCK 24, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S 2ND ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTHEASTERLY 85.94 FEET AND ANY PORTION OF ALLEY LYING NORTH OF WESTLAKE AVENUE;

CONTAINING AN AREA OF 1,099 SQUARE FEET;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

To Seattle Parks and Recreation:

THE SOUTHEASTERLY 85.94 FEET OF THE ALLEY LYING WITHIN BLOCK 24, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON;

CONTAINING AN AREA OF 1,375 SQUARE FEET;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

Section 2. The Property Use and Development Agreement and the right-of-way distribution outlined in King County Recording No. 20240627000012, attached as Exhibit 1 to this ordinance, is accepted.

Section 3. 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 _____, 2025, and signed by
me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

Exhibits:
Exhibit 1 - Property Use and Development Agreement

When Recorded, Return to:

McCULLOUGH HILL PLLC
Attention: John C. McCullough
701 Fifth Avenue, Suite 6600
Seattle, Washington 98104

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor: <input type="checkbox"/> Additional on page _____	<u>Ninth and Lenora LLC</u>
Grantee: <input type="checkbox"/> Additional on page _____	<u>City of Seattle</u>
Legal Description (abbreviated):	<u>Lots 10, 11 & 12, Block 24, Heirs of Sarah A. Bell's Second Addition to City of Seattle, King County, Washington.</u>
<input checked="" type="checkbox"/> Additional on:	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	<u>0660000545</u>
Reference Nos. of Documents Released or Assigned:	<u>NA</u>

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS INSTRUMENT is executed on this date in favor of the City of Seattle, a municipal corporation ("City"), by Ninth and Lenora LLC ("Declarant" or "Owner").

WHEREAS, Declarant is vested in fee simple title and/or has a substantial beneficial interest in the real property situated in King County, Washington, described as set forth on Exhibit A attached hereto (herein called the "Property"); and

WHEREAS, Declarant's predecessor in interest filed petition C.F. 313843 for the vacation of the alley in Block 24, Heirs of Sarah A. Bell's Second Addition to the City of Seattle (the "Alley"), located in the triangular block bounded by Westlake Avenue, 9th Avenue and Lenora Street, which petition was considered under Chapter 35.79 of the Revised Code of Washington and Chapter 15.62 of the Seattle Municipal Code. The Petition was a joint petition with the Seattle Department of Parks and Recreation ("SPR"); and

WHEREAS, Declarant has developed a 42-story mixed-use residential and retail project on the Property (the "Project"); and

WHEREAS, Declarant and DPR reached agreement for the cooperative development of the alley area subject to vacation and the adjoining property owned by SPR (TPN 0660000485) (the "Park Property"). SPR intends to develop the Park Property as a public park for the citizens of Seattle; and

WHEREAS, on June 23, 2015 the Transportation Committee of the Seattle City Council held a public hearing on the vacation petition; and

WHEREAS, on June 29, 2015 the Seattle City Council granted approval of the vacation petition subject to conditions; and

WHEREAS, executing a Property Use and Development Agreement ("PUDA") is desired to ensure compliance with any on-going conditions of the vacation approval applicable to Declarant after passage of the vacation ordinance;

NOW, THEREFORE, the Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns, as follows:

Section 1. The following vacation approval conditions shall be satisfied by the Owner:

- a. Owner shall provide SPR with an indoor storage space within the Project and adjacent to the Park Property of approximately 240 square feet (the "Storage Space"), generally in the location shown on Exhibit B attached hereto and labeled as "Park Storage Room". The Storage Space shall be provided without rental charge for continuous and exclusive use by SPR for the storage of equipment and materials used in the operation and maintenance of Park Property. SPR shall maintain the interior of the Storage Space in a neat and clean condition and shall be responsible for the maintenance of the interior Storage Space and have unlimited access to the space. SPR shall not conduct any use of the Storage Space that is a nuisance or results in noise, odor, vibration, pest or other effects that adversely impact the Project. SPR may not make alterations to the Storage Space without written permission and agreement from the Owner. The Owner shall pay the cost of electrical service to the Storage Space based on ordinary loads, but SPR shall be responsible for any extraordinary electrical service charges. SPR and Owner may mutually agree to change the location of the Storage Space in the future. SPR shall have the option to upgrade and replace the exterior door and lock at its own cost.
- b. Owner is responsible for the maintenance of the exterior of the storage space, including exterior door (unless such door is replaced by SPR), walls, and lighting. Graffiti removal and exterior repair is the Owner's responsibility.

Status: *The Storage Space was constructed within the Project and its occupancy was delivered to SPR, which now occupies and manages the space.*

- c. Owner shall pay SPR the sum of \$25,000 to fund enhancements to the Park Property made by SPR.

Status: *Payment was made to SPR on April 18, 2015.*

- d. The Project includes a tenant space adjacent to the Park Property, as generally depicted in Exhibit B attached hereto (the "Tenant Space"). Owner shall use the Tenant Space, or lease the Tenant Space to tenants, for

street-activating uses. "Street-activating uses" shall mean any use that is a "street level use" under SMC 23.49.009 (or any successor legislation) or a use that otherwise enhances the pedestrian activation of the Park Property and the sidewalk areas adjacent thereto.

Status: *The Tenant Space was constructed and initially leased to Starbucks, a tenant whose uses include café, eating and drinking. The tenant activates the outdoor space adjacent to the park.*

- e. Owner shall develop the Project to include green street improvements on the 9th Avenue frontage of the Project in excess of Code requirements in the following amounts: 1,620 square feet of additional planting area and 650 square feet of additional paving area. These improvements have been completed as of the date hereof.

Status: *The described green street improvements in excess of Code requirements were installed and delivered with the occupancy of the Project.*

Section 2. Consistent with the Seattle City Council grant of approval of this vacation and at the request of the Owner, the allocation of the vacated Alley right-of-way shall be as follows: (i) Owner will receive Segment A (an area of 1,099 s.f.) located generally at the north end of the Alley and legally described in Exhibit D attached hereto; and (ii) SPR will receive Segment B (an area of 1,375 s.f.) located generally at the south end of the Alley and legally described in Exhibit E attached hereto. The locations of Segment A and Segment B are depicted on Exhibits D and E attached hereto.

Section 3. This Agreement may be amended or modified by agreement between the Owners and the City, provided the amended Agreements shall be subject to approval by the City Council by ordinance.

Section 4. Notwithstanding the covenants contained in this Agreement, nothing in this Agreement shall constitute a public dedication of any portion of the Property.

Section 5. The legal description of the Property is included in Exhibit A to this Agreement, which is incorporated herein by this reference. An executed copy of this Agreement shall be recorded in the records of King County and the PUDA covenants shall attach to and run with the Property.

Section 6. This Agreement is made for the benefit of the City of Seattle and the public. The City may institute and prosecute any proceeding at law or in equity to

enforce this Agreement. The Owners reserve the right to utilize the public benefit areas contained in Section 1.A of this Agreement for any purpose which does not interfere with the public's use of such areas, including but not limited to the right to use such areas and the right to grant easements within the area.

Section 7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns. If any covenant, condition, or restriction in this instrument or any portion is invalidated or voided, the invalidity or voidness shall in no way affect any other covenant, condition, or restriction herein contained.

Dated this 21st day of June, 2024.

(Signature on following page)

OWNER:

Ninth and Lenora LLC, a Delaware limited liability company

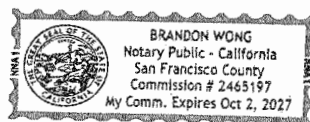
By: [Signature]

ELTON LEE
VICE PRESIDENT

California
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF ~~KING~~)
San Francisco

06/21/2024 On this day personally appeared before me Brandon Wong, Notary Public, to me known to be the Elton Lee of Ninth and Lenora LLC, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of June, 2024.



Brandon Wong
(print or type name)
NOTARY PUBLIC in and for the State of California
Washington, residing at San Francisco
My Commission expires: 10/02/2027

EXHIBIT A

Legal Description of Declarant Property

Lots 10, 11 and 12, Block 24, Heirs of Sarah A. Bell's Second Addition to the City of Seattle, Vol 1 of Plats, Page 121, King County, Washington (APN 066000-0545).

EXHIBIT B

LOCATION OF PARK STORAGE SPACE

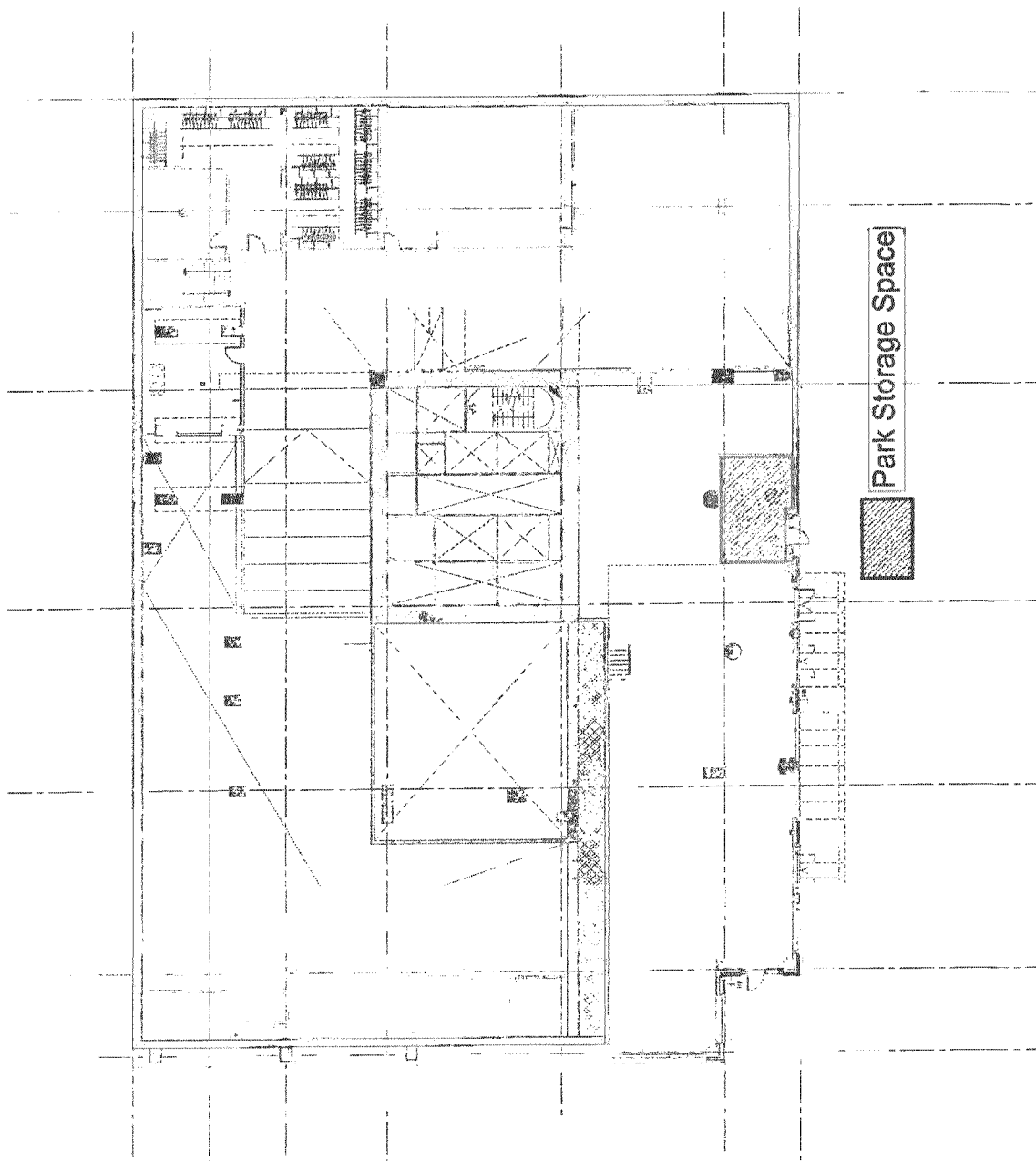
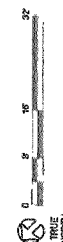


EXHIBIT C

LOCATION OF TENANT SPACE

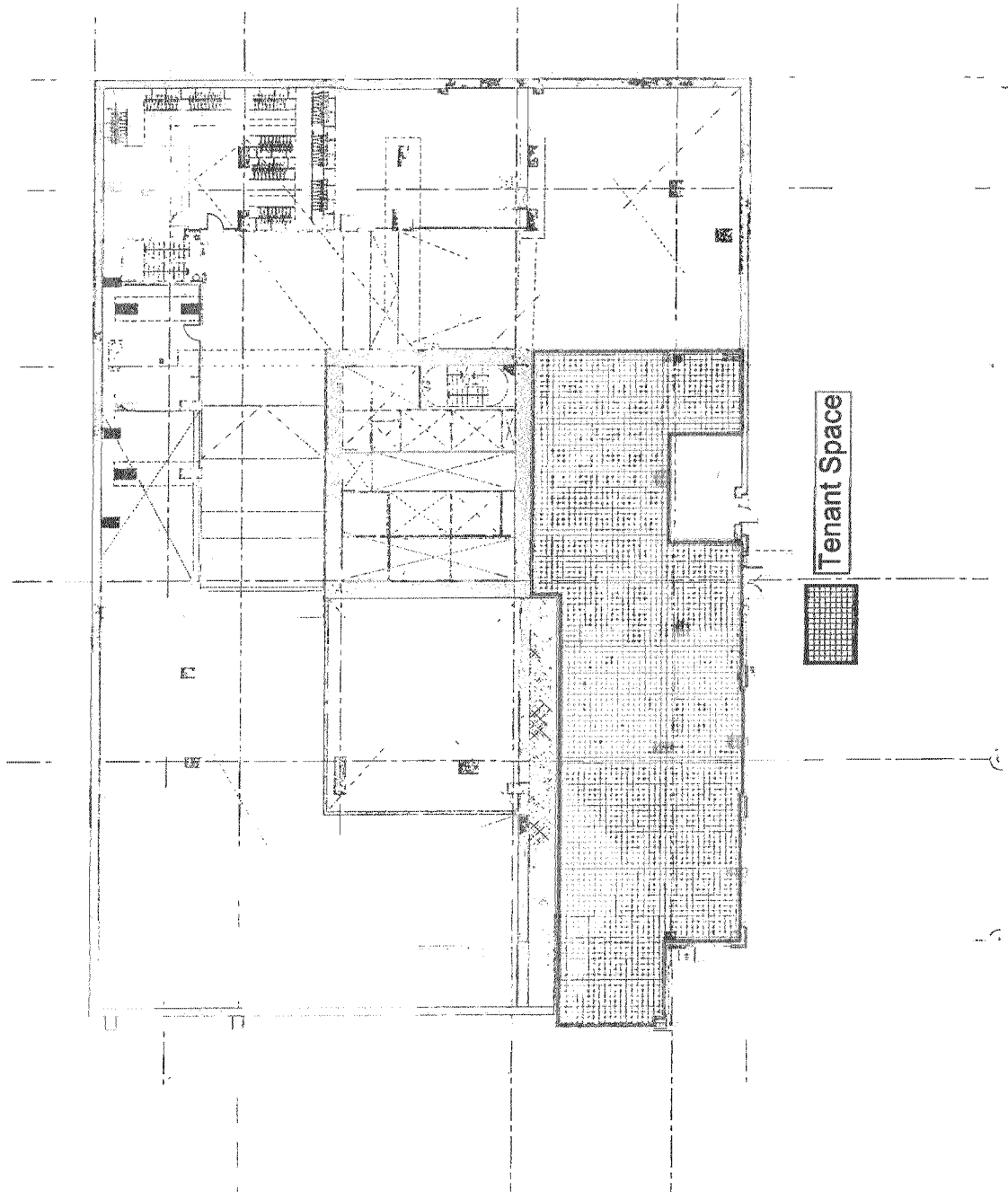


EXHIBIT D

Legal Description of Segment A

THE ALLEY LYING WITHIN BLOCK 24, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY KNOWN AS HEIRS OF SARAH A. BELL'S 2ND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTHEASTERLY 85.94 FEET AND ANY PORTION OF ALLEY LYING NORTH OF WESTLAKE AVENUE;

CONTAINING AN AREA OF 1,099 SQUARE FEET;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

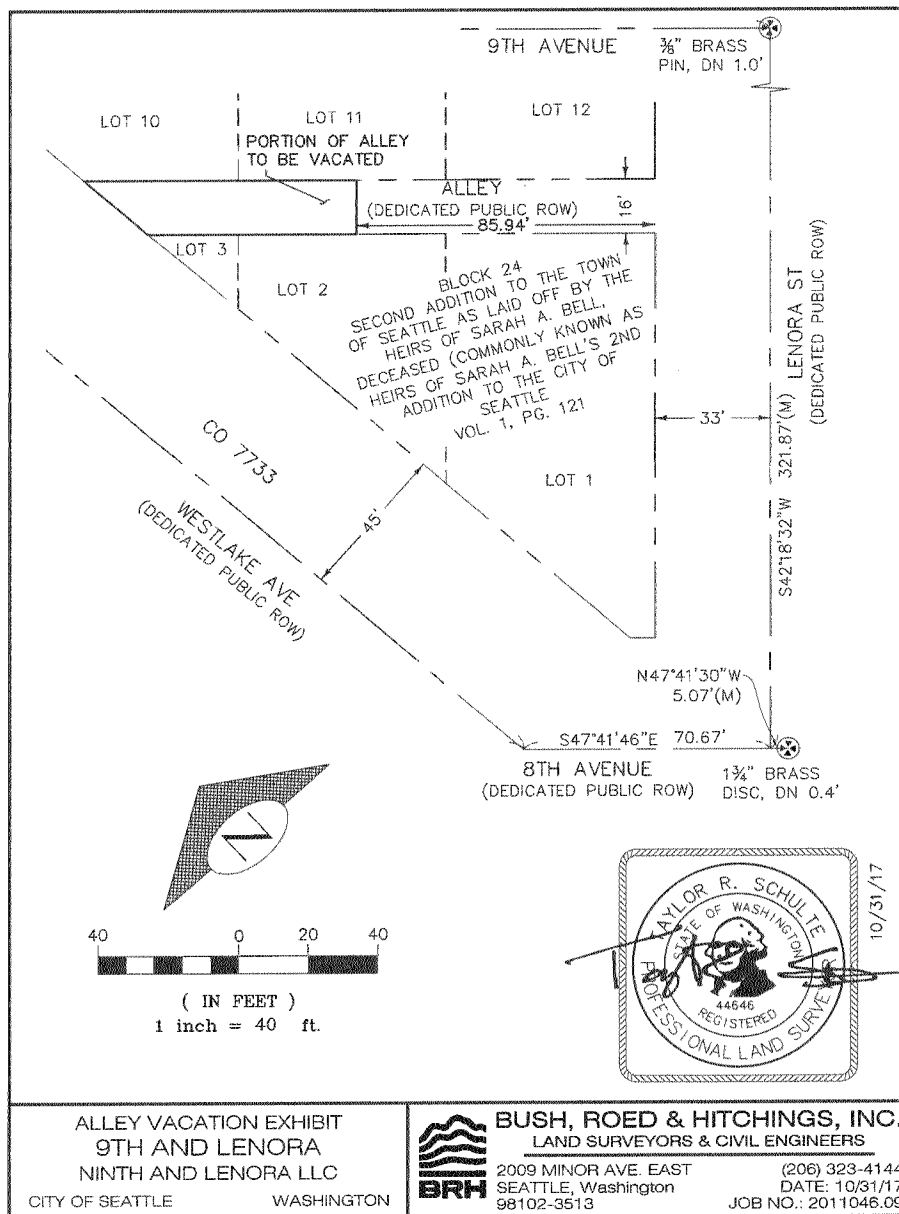


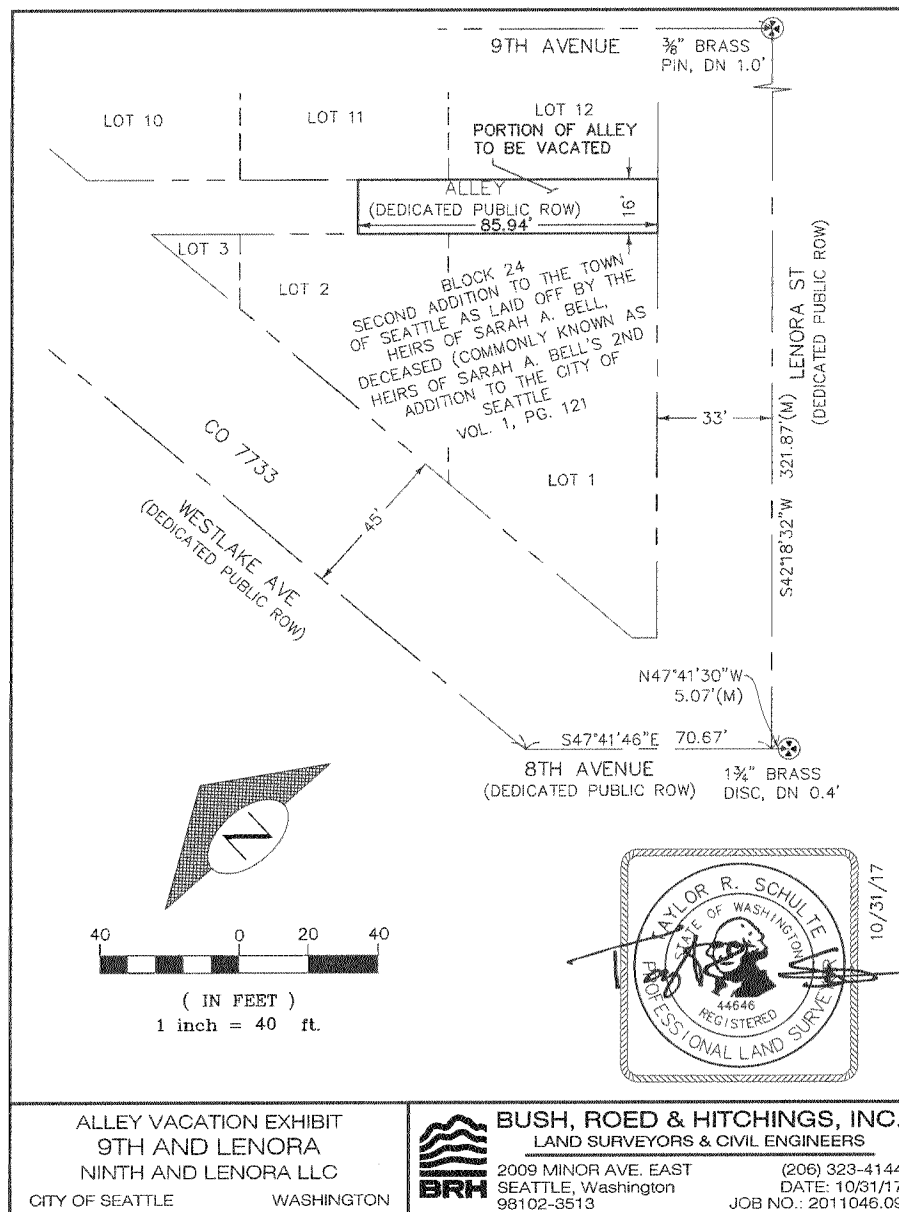
EXHIBIT E

Legal Description of Segment B

THE SOUTHEASTERLY 85.94 FEET OF THE ALLEY LYING WITHIN
BLOCK 24, SECOND ADDITION TO THE TOWN OF SEATTLE AS LAID
OFF BY THE HEIRS OF SARAH A. BELL, DECEASED (COMMONLY
KNOWN AS HEIRS OF SARAH A. BELL'S 2ND ADDITION TO THE CITY
OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 1 OF PLATS, PAGE 121, RECORDS OF KING COUNTY,
WASHINGTON;

CONTAINING AN AREA OF 1,375 SQUARE FEET;

SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.



SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Beverly Barnett	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE vacating the alley in Block 24, Heirs of Sarah A. Bell's Second Addition, in the Denny Triangle neighborhood; and accepting a Property Use and Development Agreement, on the petition of GID Development Group and the Seattle Parks and Recreation Department (Clerk File 313843).

Summary and Background of the Legislation:

This Council Bill completes the vacation process for the alley in Block 24, Heirs of Sarah A. Bell's Second Addition, in the Denny Triangle neighborhood, on the petition of GID Development Group and the Seattle Parks and Recreation Department (SPR).

The Petitioners each sought to petition to vacate the alley for separate development proposals. GID Development Group developed a residential tower and did not build on the vacated right-of-way. Seattle Parks and Recreation Department developed a public park on its portion of the vacated right-of-way. Following a June 23, 2015, public hearing on the petition, the City Council conditionally approved the petition.

The Property Use and Development Agreement is intended to ensure compliance with ongoing conditions of the vacation that will be in effect after this legislation has passed. The agreement requires the property owner to provide and maintain approximately 240 square feet of storage space for SPR, to provide tenant space adjacent to the Park Property for street activating uses, and to develop green street improvements (planters and paving area).

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

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.

GID Development Group paid a vacation fee of \$1,070,000 on June 27, 2019. Pursuant to SMC 15.62.090.B, the Seattle Parks and Recreation Department is exempt from paying the full appraised value of their portion of the property.

In addition, SPR received \$25,000 to fund enhancements to the Park Property on April 18, 2015.

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.

N/A

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

The legislation will complete the vacation process. The Petitioners have met all the conditions imposed by the City Council. By not implementing this legislation, the City could be in violation of its obligations, with could have financial implications.

4. OTHER IMPLICATIONS

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

The Seattle Parks and Recreation Department is a co-petitioner and acquired one half of the vacated right-of-way.

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, it completes the vacation of the alley in Block 24, Heirs of Sarah A. Bell's Second Addition.

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 completes the vacation process and does not have any impact on 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 completes the vacation process and 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 is unlikely to increase or decrease Seattle's resiliency 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

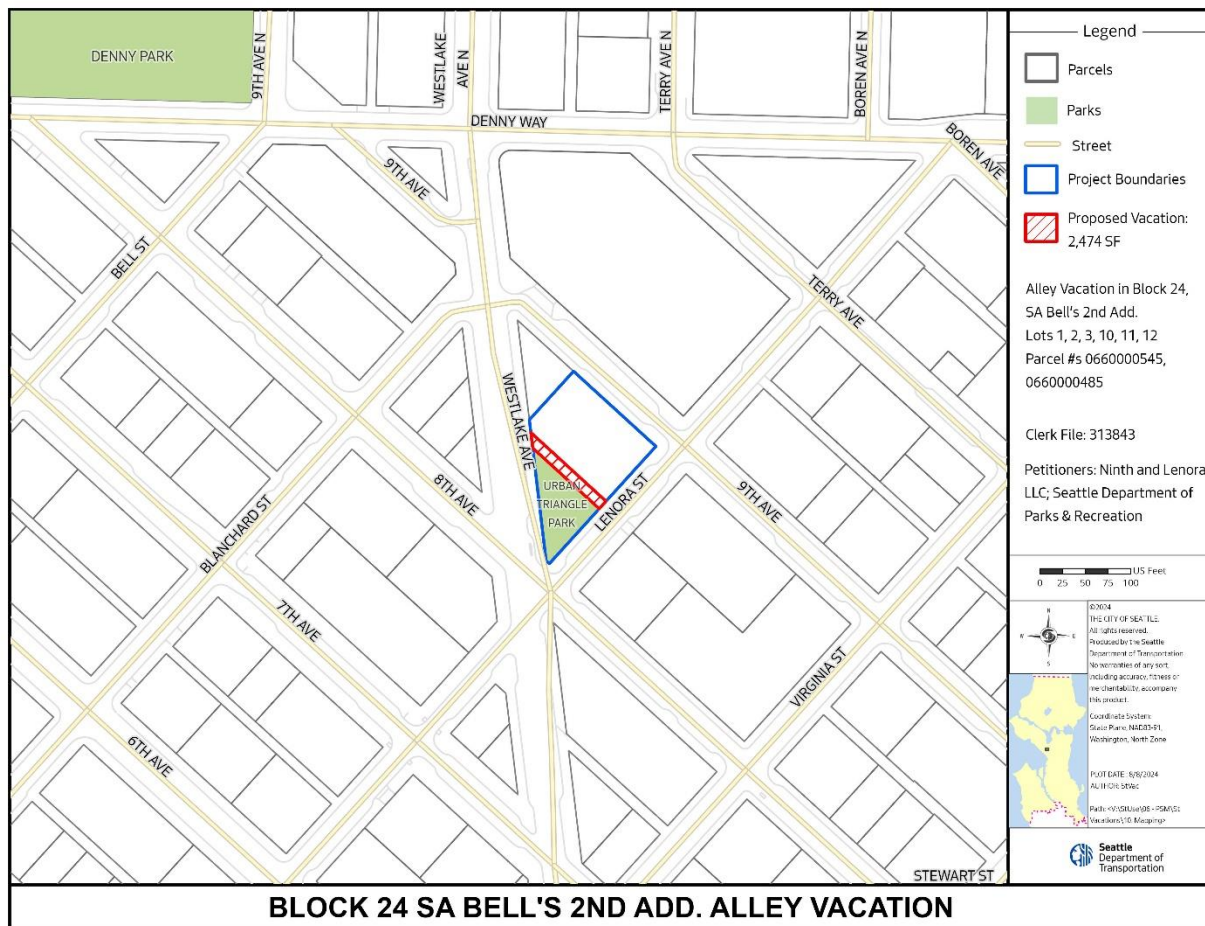
5. CHECKLIST

- ☐ **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 – Block 24 Vacation Area Map



This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.