



SEATTLE CITY COUNCIL

Transportation, Waterfront, and Seattle Center Committee Agenda

Thursday, January 15, 2026

9:30 AM

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

Rob Saka, Chair
Alexis Mercedes Rinck, Vice-Chair
Dionne Foster, Member
Robert Kettle, Member
Eddie Lin, Member

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

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SEATTLE CITY COUNCIL
Transportation, Waterfront, and Seattle Center
Committee
Agenda
January 15, 2026 - 9:30 AM

Meeting Location:

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

Committee Website:

<https://seattle.gov/council/transportation-waterfront-and-seattle-center>

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 items on the agenda and matters within the purview of the Committee. 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 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.

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.

Please submit written comments no later than four business hours prior to the start of the meeting to ensure that they are distributed to Councilmembers prior to 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. Business hours are considered 8 a.m. - 5 p.m. Comments received after that time will be distributed after the meeting to Councilmembers and included as part of the public record.

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

**1. Traffic Safety Status Update: Overall State, Progress Against
Vision Zero Goals & Impediments to Success**

Supporting
Documents: [Presentation](#)

Briefing and Discussion

Presenter: Venu Nemani, Chief Safety Officer, Seattle Department of
Transportation

2. [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.**

Supporting
Documents:

[Summary and Fiscal Note](#)
[Summary Att A – Map](#)
[Summary Att B – Photos](#)
[Summary Att C – Annual Fee Assessment Summary](#)
[Central Staff Memo](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Lish Whitson, Council Central Staff

3. [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).**

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

Supporting
Documents:

[Summary and Fiscal Note](#)
[Summary Att A - Block 24 Vacation Area Map](#)
[Central Staff Memo](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote

Presenter: Lish Whitson, Council Central Staff

E. Adjournment



Legislation Text

File #: Inf 2820, **Version:** 1

Traffic Safety Status Update: Overall State, Progress Against Vision Zero Goals & Impediments to Success



Vision Zero Program Updates

Safety, Transportation, Engineering Projects,
Sports & Experiences (STEPS) Committee

Seattle City Council

January 15, 2026

Our Vision, Values, & Goals

Vision:

Seattle is an equitable, vibrant, and diverse city where moving around is safe, fair, and sustainable. All people and businesses can access their daily needs and feel connected to their community.

Values & Goals:

Safety, Equity, Sustainability, Mobility & Economic Vitality, Livability, Maintenance & Modernization, and Excellence.



Since Seattle began its Vision Zero efforts in 2015, over **2,064 people** have been seriously injured and **281 people** have lost their lives in a traffic crash.

Together, we hold space for them.

Together, we commit to taking action to end traffic deaths and serious injuries on city streets by 2030.

Presentation Overview

- Vision Zero Overview
- Safe System Approach
- Safe System Elements
- Key Vision Zero Trends in Seattle
- 2025 Vision Zero Accomplishments
- 2026 Look-Ahead
 - Seattle Transportation Levy project update
 - Automated Traffic Safety Camera update
 - Shared Streets update



Vision Zero

Seattle's goal to end traffic deaths and serious injuries on city streets by 2030

- Vision Zero framework historically based around "Five E's" (engineering, enforcement, education, encouragement, evaluation)
- Adopted the Safe System Approach to broaden our focus and address safety from multiple angles



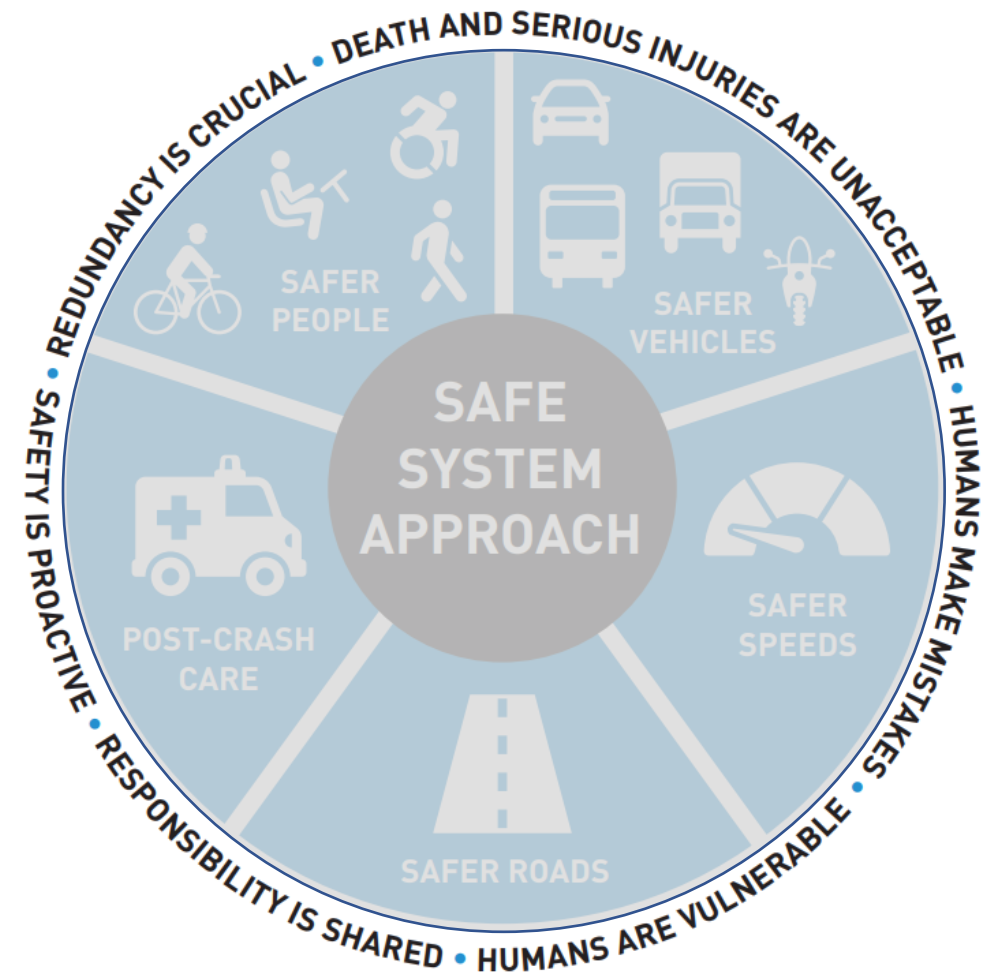
The Safe System Approach

- In 2022, USDOT adopted a new paradigm to address roadway safety
- This paradigm approaches safety from multiple angles and includes multiple layers of protection to:
 - Reduce the likelihood of crashes
 - Reduce harm when crashes do occur
- The Safe System Approach has been successful internationally, including in Sweden, Norway, and Australia



Six Guiding Principles of the Safe System Approach

- 1) Death and serious injuries are unacceptable
- 2) Humans make mistakes
- 3) Humans are vulnerable
- 4) Responsibility is shared
- 5) Safety is proactive
- 6) Redundancy is crucial

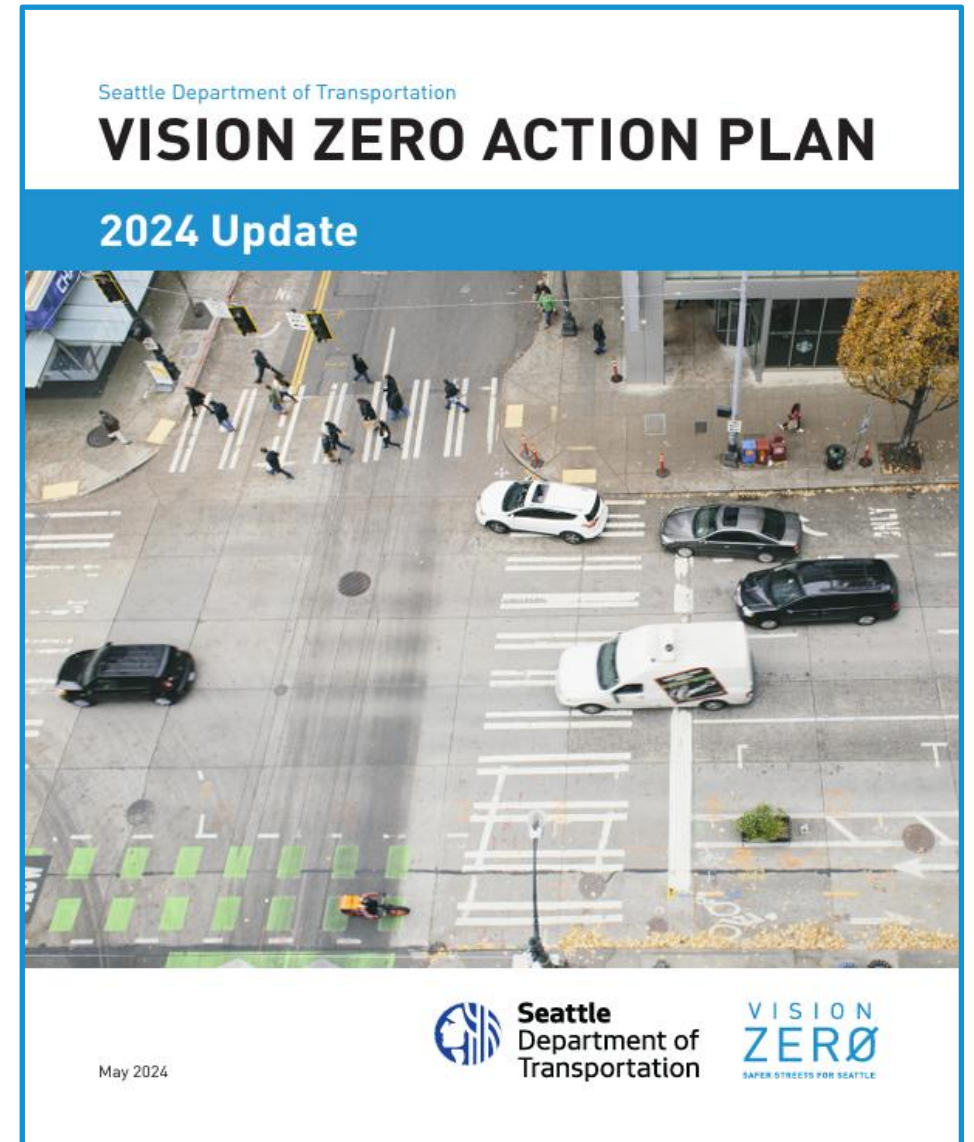


Elements of the Safe System Approach



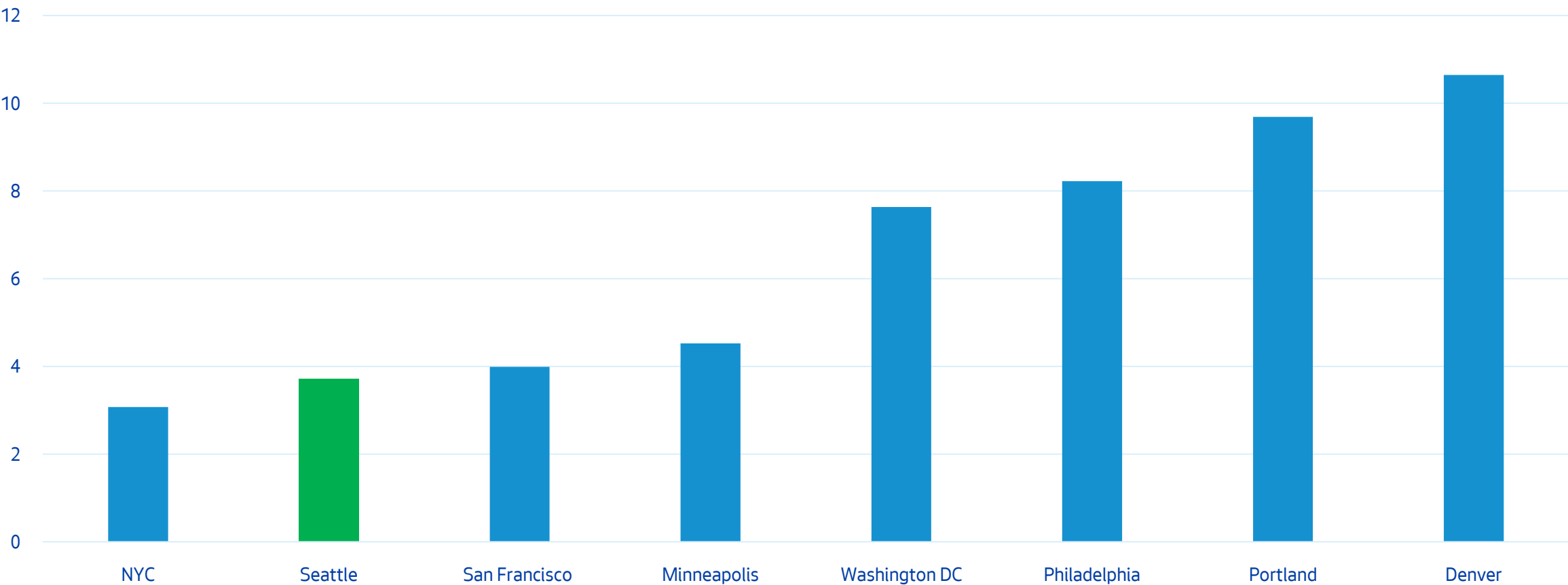
2024-2026 Vision Zero Action Plan

- Roadmap reducing the number and severity of crashes
- Establishes a proactive **3-year strategy**
- Over **20 broad strategies** and **80 specific and measurable actions** touching all of SDOT
- Strategies and actions organized around elements of the Safe System Approach

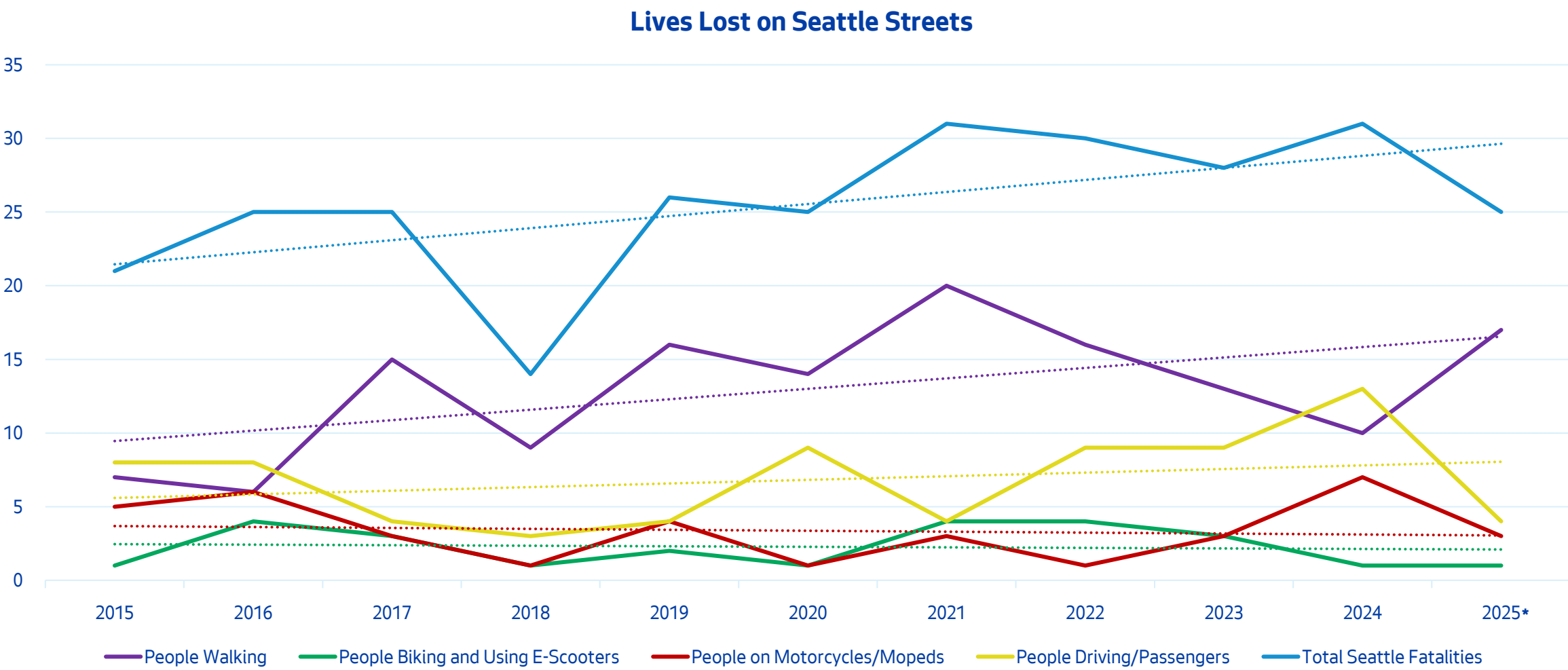


Roadway Safety is a National Issue

5-Year Average Fatalities per 100,000 Residents (2020-2024)



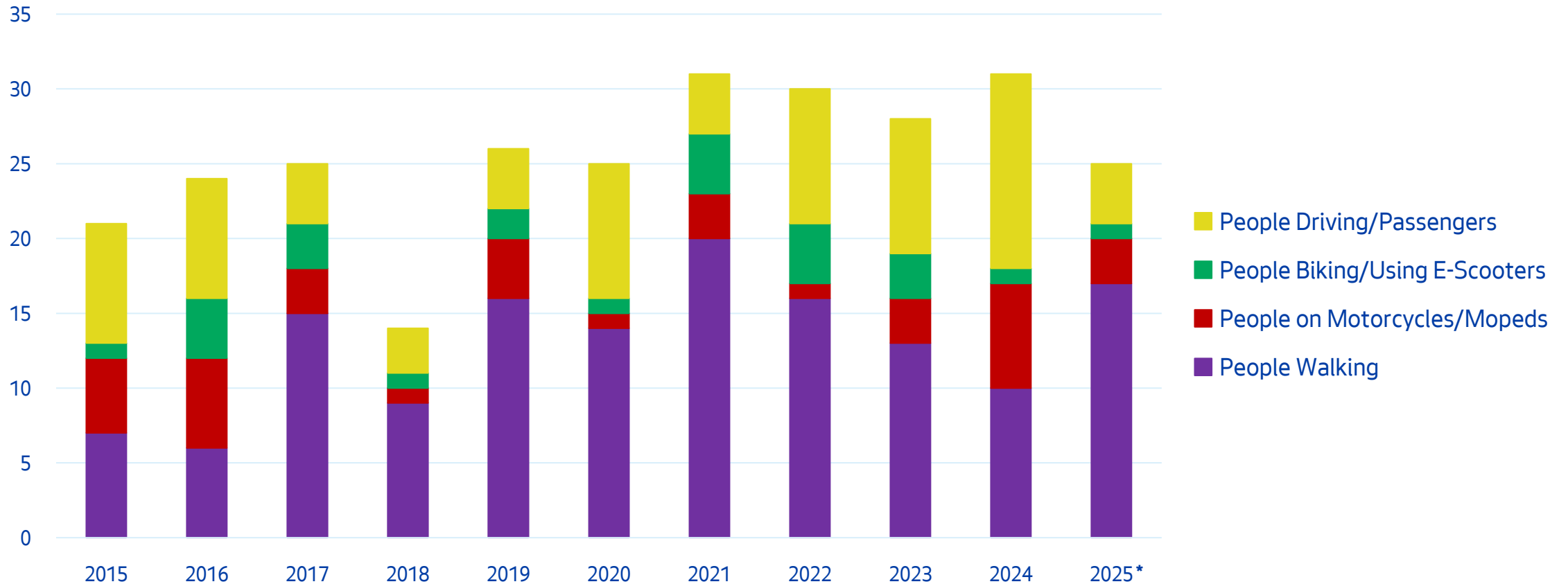
Lives Lost on Seattle's Streets



* Crash data from 2025 are preliminary and subject to change

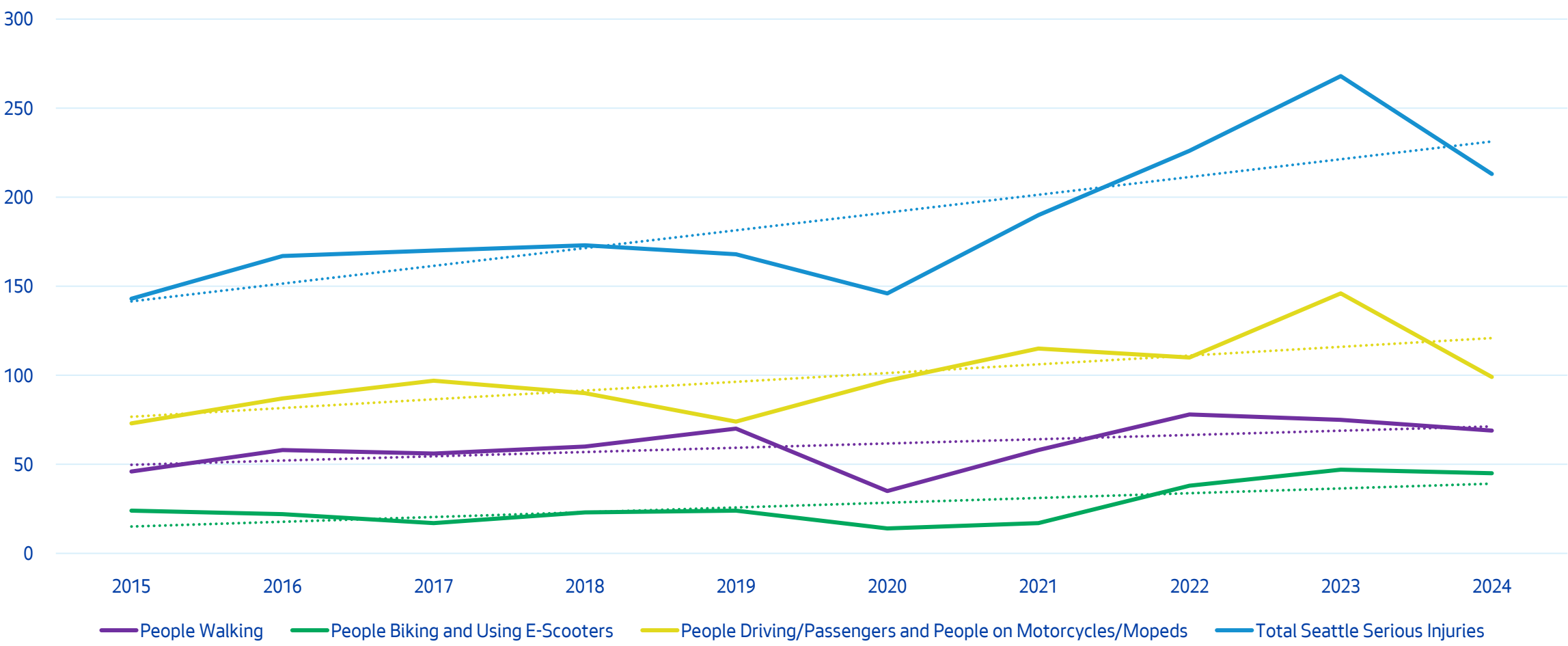
Impact on Vulnerable Users

Total Lives Lost by Mode of Travel (2015-2025)



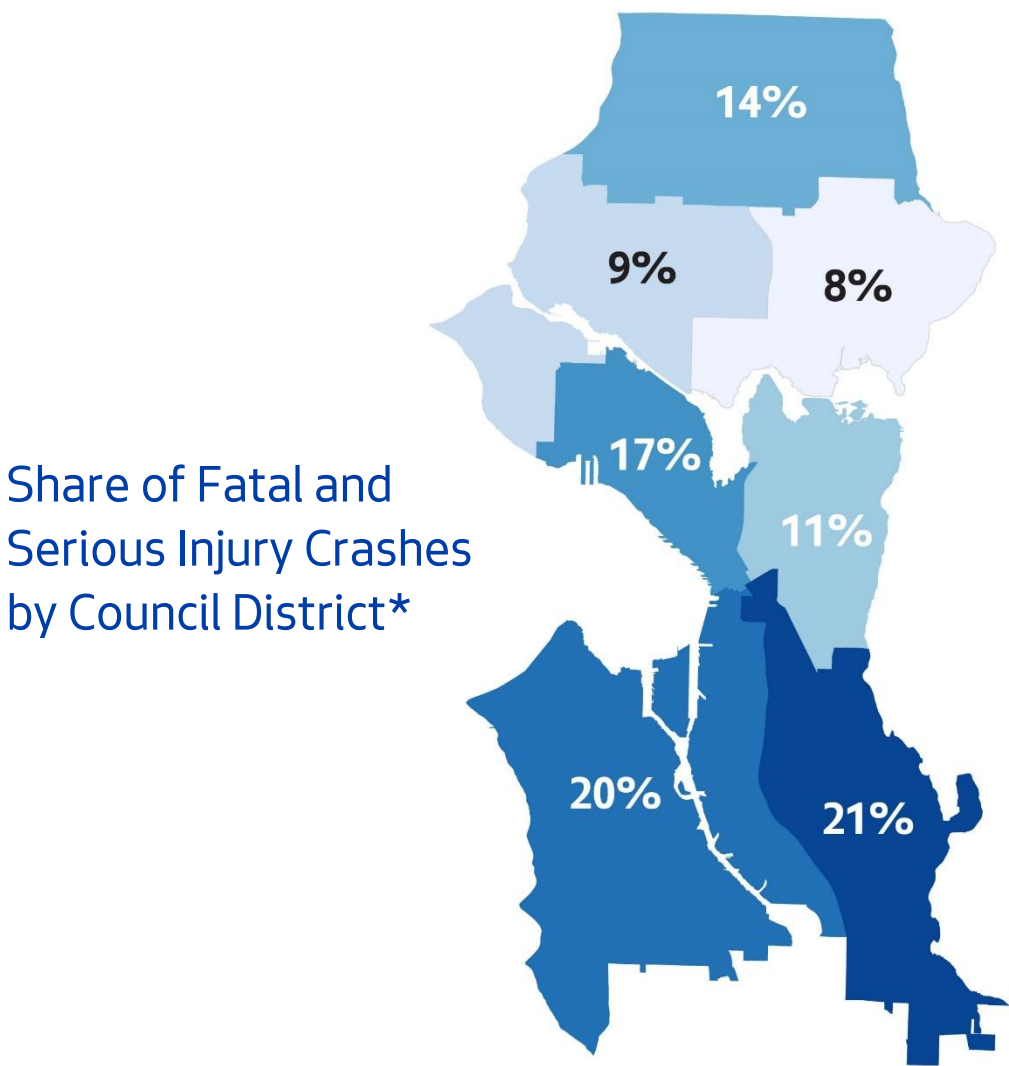
* Crash data from 2025 are preliminary and subject to change

Serious Injuries on Seattle's Streets



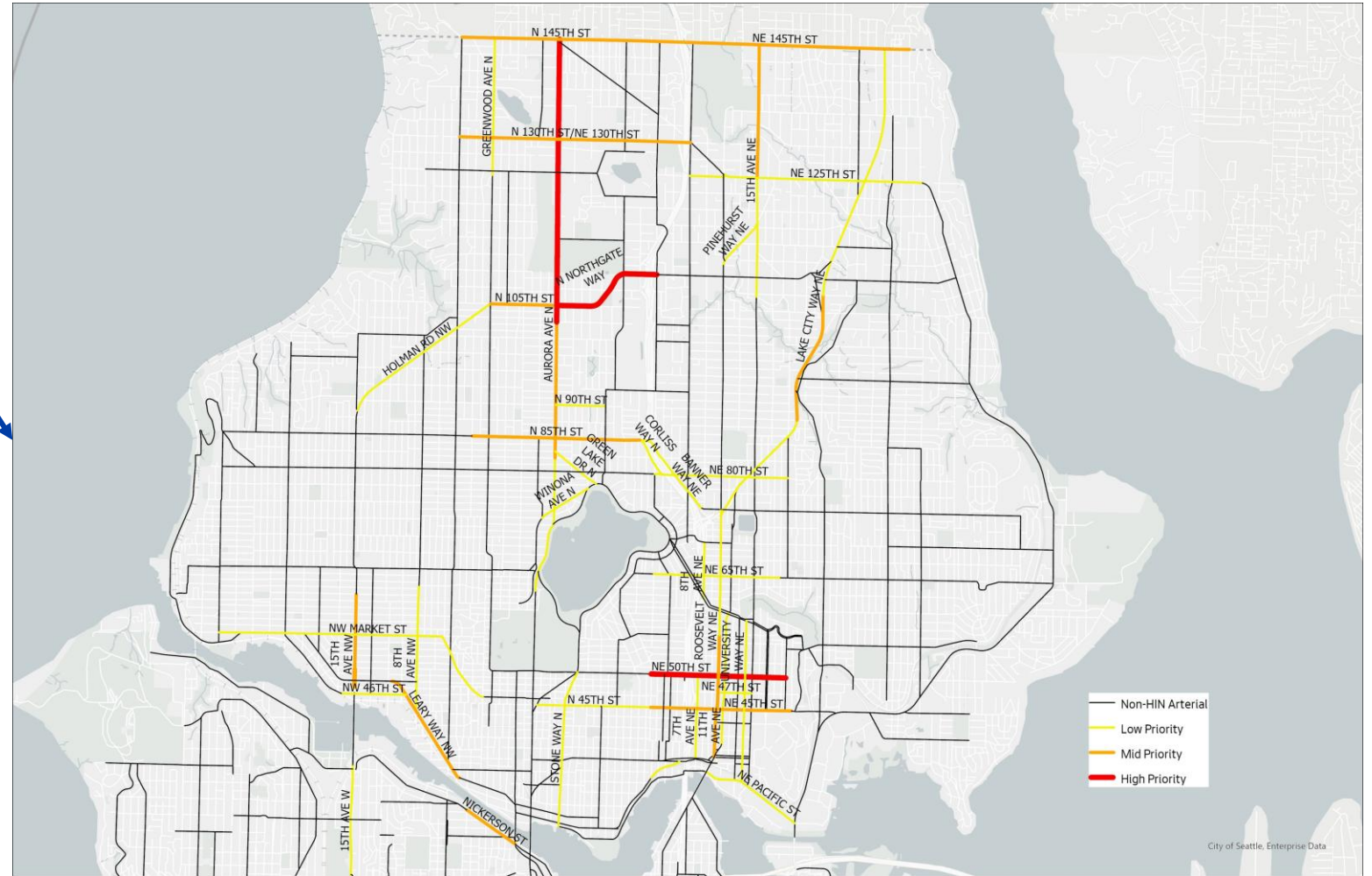
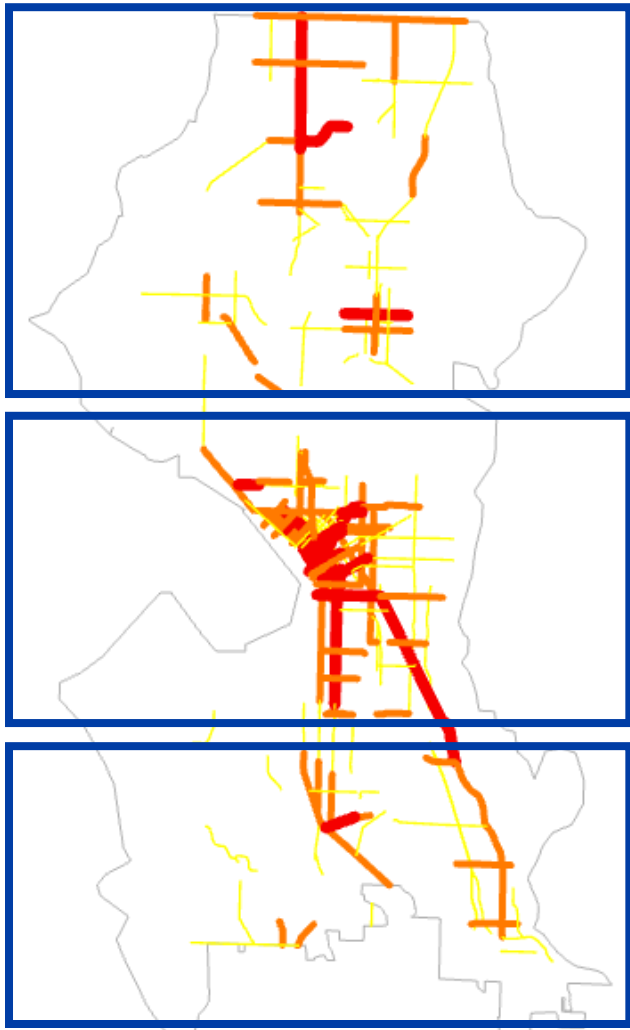
*** Serious injury crash data for 2025 is incomplete and will be reported later**

Where are these crashes occurring?

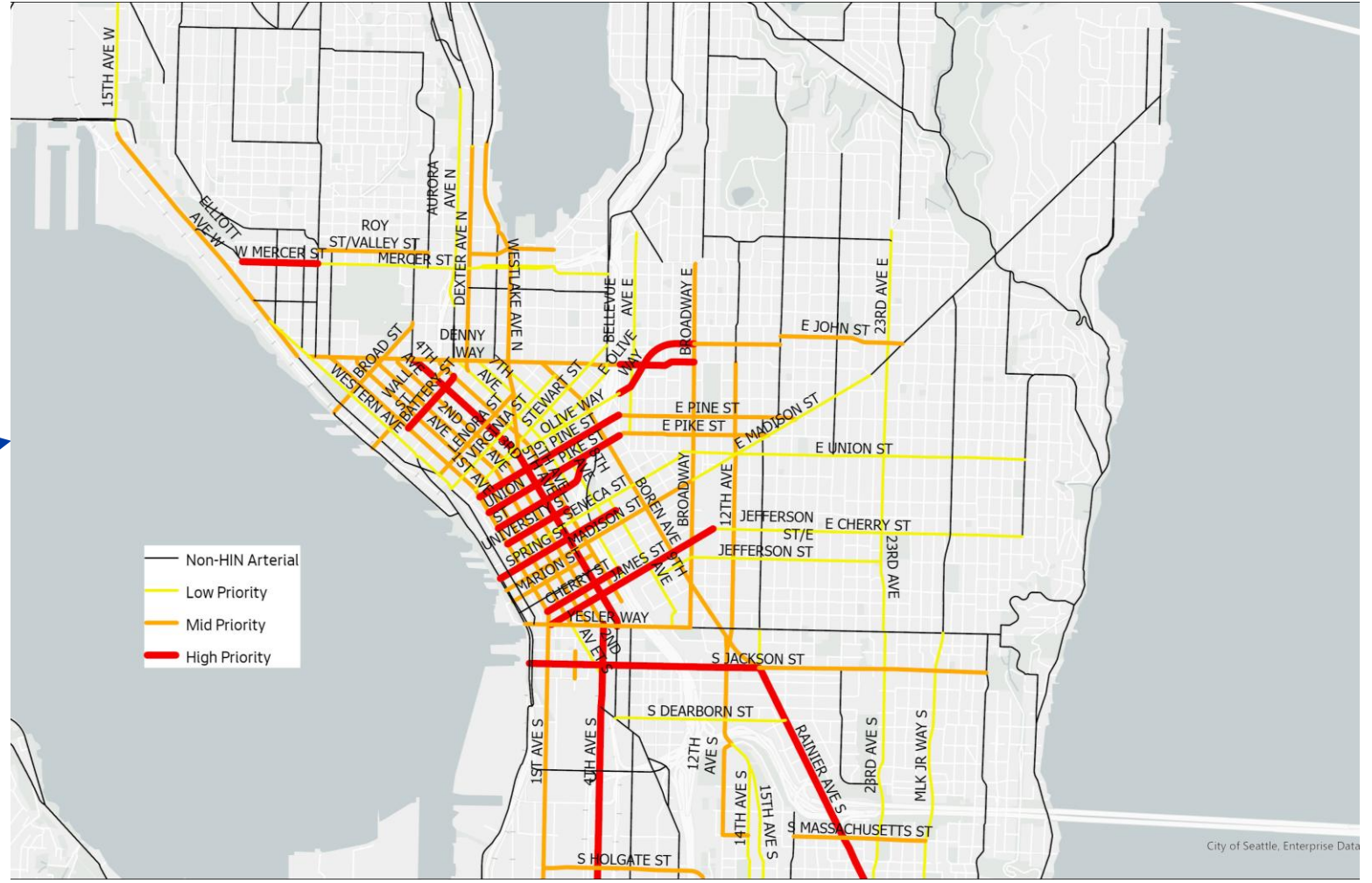
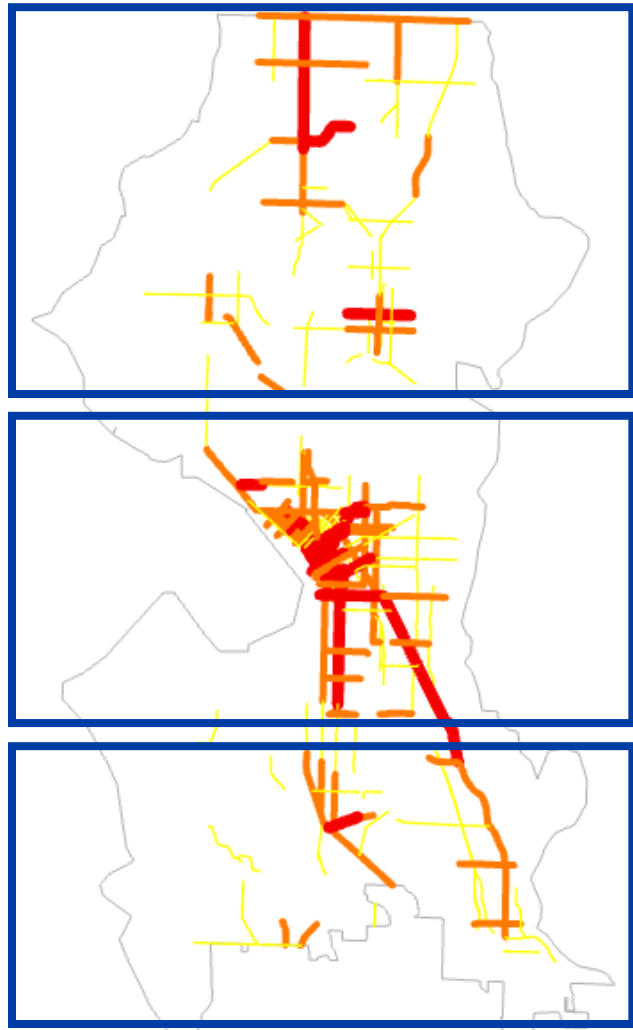


* Maps based on five-year crash data from 2020-2024

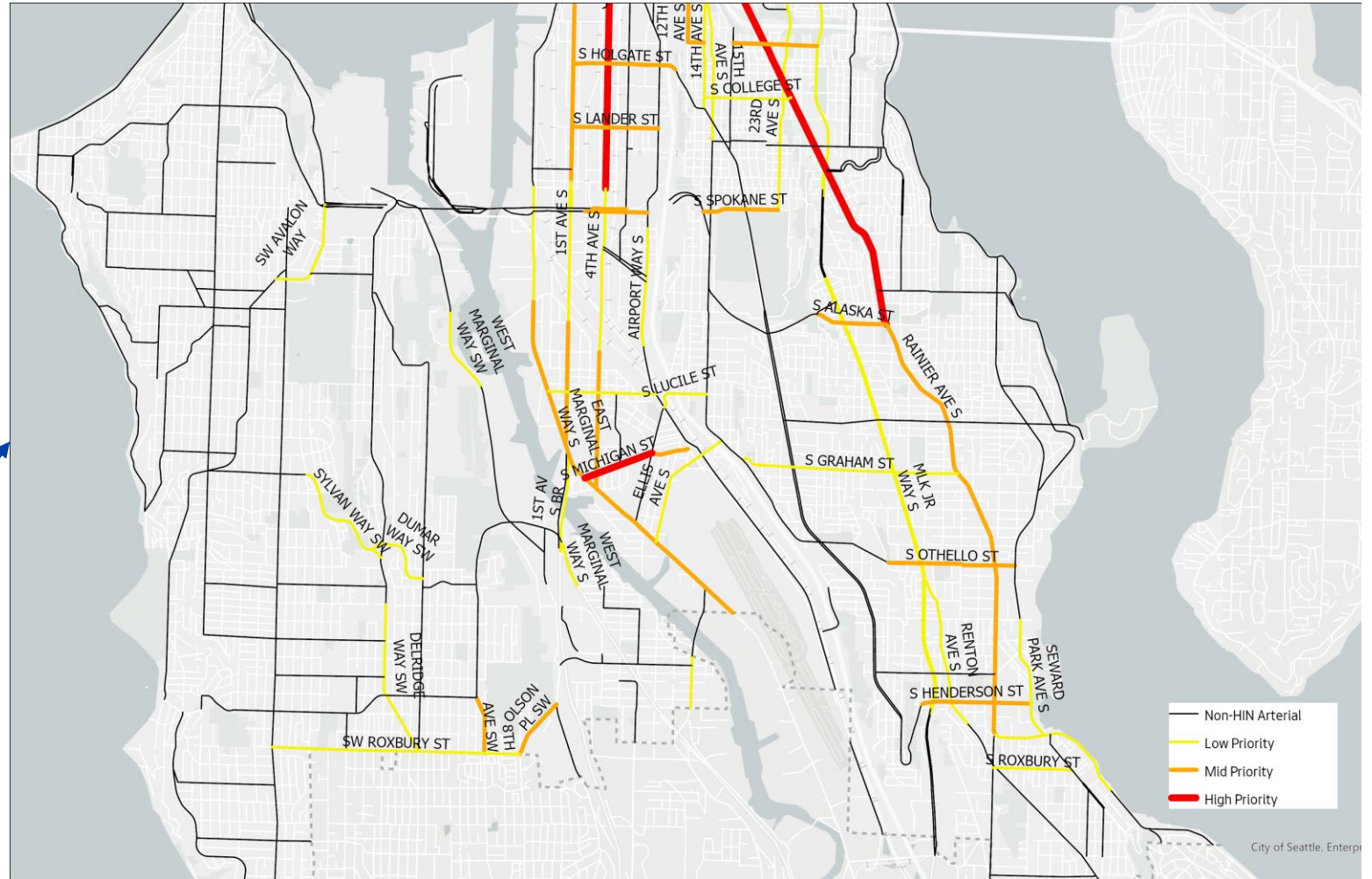
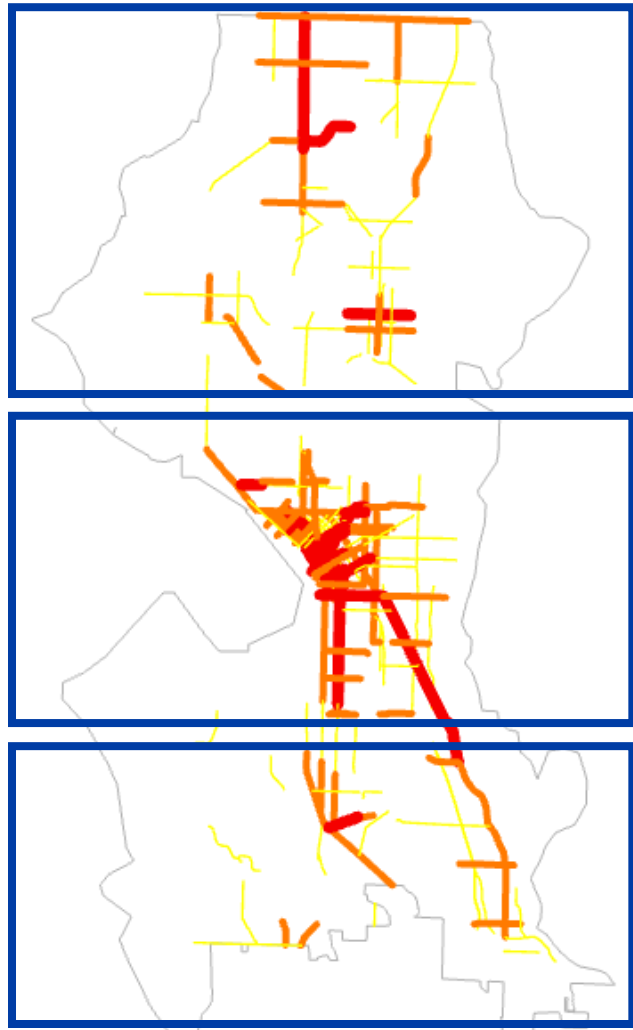
Vision Zero High Injury Network (Based on 2020-2024 data)



Vision Zero High Injury Network (Based on 2020-2024 data)



Vision Zero High Injury Network (Based on 2020-2024 data)



Three Prongs to Vision Zero Program Investments



Responsive Safety

Use data from past collisions to inform new safety strategies

- High Collision Locations
- Safety Corridors



Proactive Safety

Scale up delivery of effective safety treatments and deploy them where they will have the greatest impact

- Invest in Proven Safety Countermeasures recommended by FHWA. Ex: LPI, Speed Management, Enhanced Crossings etc.



Capital Project Partnerships

Conduct safety evaluations for all capital projects and develop safety improvements in priority locations

- Capital Project Partnerships
- Grant Projects
- SS4A Partnerships

Focus Proven Safety Countermeasures



Leading Pedestrian Intervals



No Turn on Red



Dedicated Turn Phasing



Intersection Daylighting



Enhanced Pedestrian Crossings



Road Reconfigurations



Corridor Lighting



Arterial Traffic Calming



Safety Cameras



Vision Zero Investment within the Levy



The 2024 Transportation Levy allocated \$70M to Vision Zero investments over 8 years. Vision Zero Levy commitments include:

- Safety redesign projects on up to **12 corridors** on the High Injury Network
- Traffic calming on **50 corridors**
- Responsive safety projects at up to **40 high-collision locations**
- Leading pedestrian intervals at up to **280 intersections**



2025 Vision Zero Levy Accomplishments



N 130th St at Stone Ave N (looking east)

Completed the phase 1 safety redesign of the **N 130th St corridor**



S Henderson St at 48th Ave S (looking east)

Began construction of safety improvements along **S Henderson St**

2025 Vision Zero Levy Accomplishments



14th Ave S at S Director St (looking north)



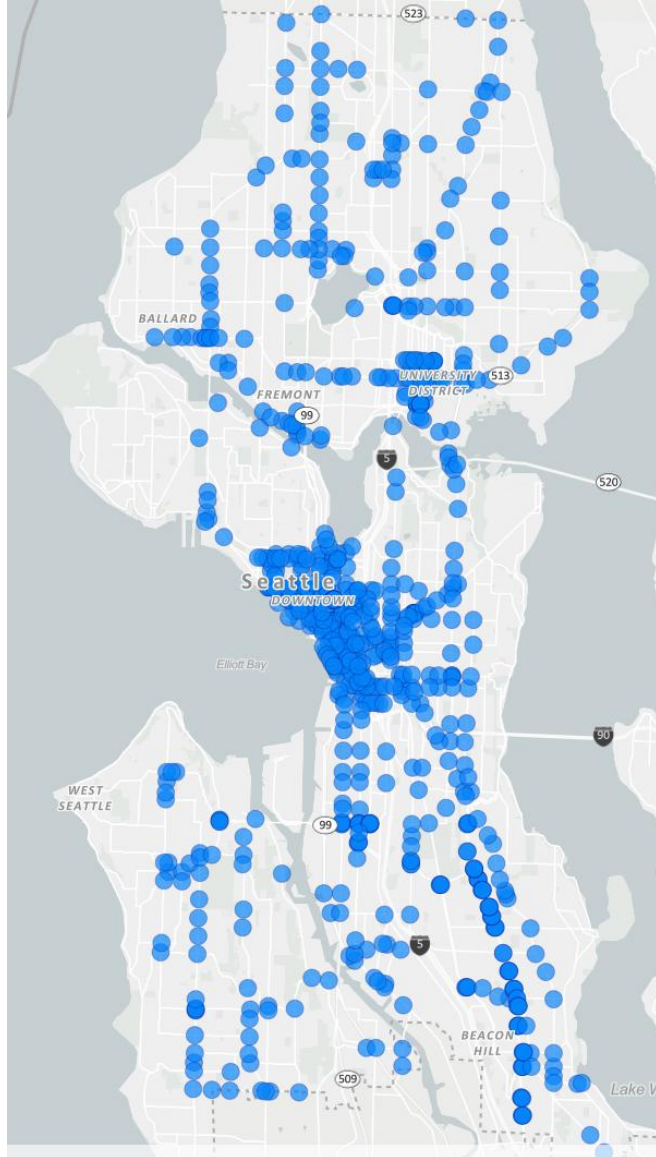
62nd Ave S at Waters Ave S (looking south)

Completed community driven **arterial traffic calming projects** on 3 corridors (14th Ave S, Fuhrman Ave E, 62nd/64th Ave S) and started construction on 4 additional corridors.

2025 Vision Zero Levy Accomplishments

Installed new leading pedestrian intervals at **46 intersections**.

Total signalized intersections with LPIs - 815 or about 87% of all feasible signals. Less than 140 more to go



New median island on Rainier Ave S between S Charlestown St and S Andover St

Completed **7 safety improvements** at high-collision locations and started construction on **5 additional projects**

Additional 2025 Accomplishments



Westlake Ave N at 9th Ave N
Installed proactive No Turn on Red restrictions at **over 100 intersections.**



NE 45th St at 48th Ave NE (looking east)
Improved **4 priority intersections** with new enhanced crossings.



NW 100th Pl at 6th Ave NW (looking west)
Installed visibility improvements ("intersection daylighting") at **9 intersections.**



E Olive Way at Harvard Ave E (looking west)
Completed **22 additional spot safety improvements at priority locations.**

Additional 2025 Accomplishments

- Initiated design on the projects funded through the \$25.6M **Safe Streets and Roads for All** grant.
- Launched an internal **Vision Zero Community of Practice** to encourage adoption of safety principles across every SDOT project.
- Initiated a partnership with Seattle City Light to **revamp street lighting standards** and improve visibility during hours of darkness.
- Updated **enhanced pedestrian crossing policy** to provide additional opportunities for enhanced crossings of arterial streets.

VISION
ZERØ
COMMUNITY OF PRACTICE

2026 Vision Zero Levy Project Look-Ahead

- Start construction on:

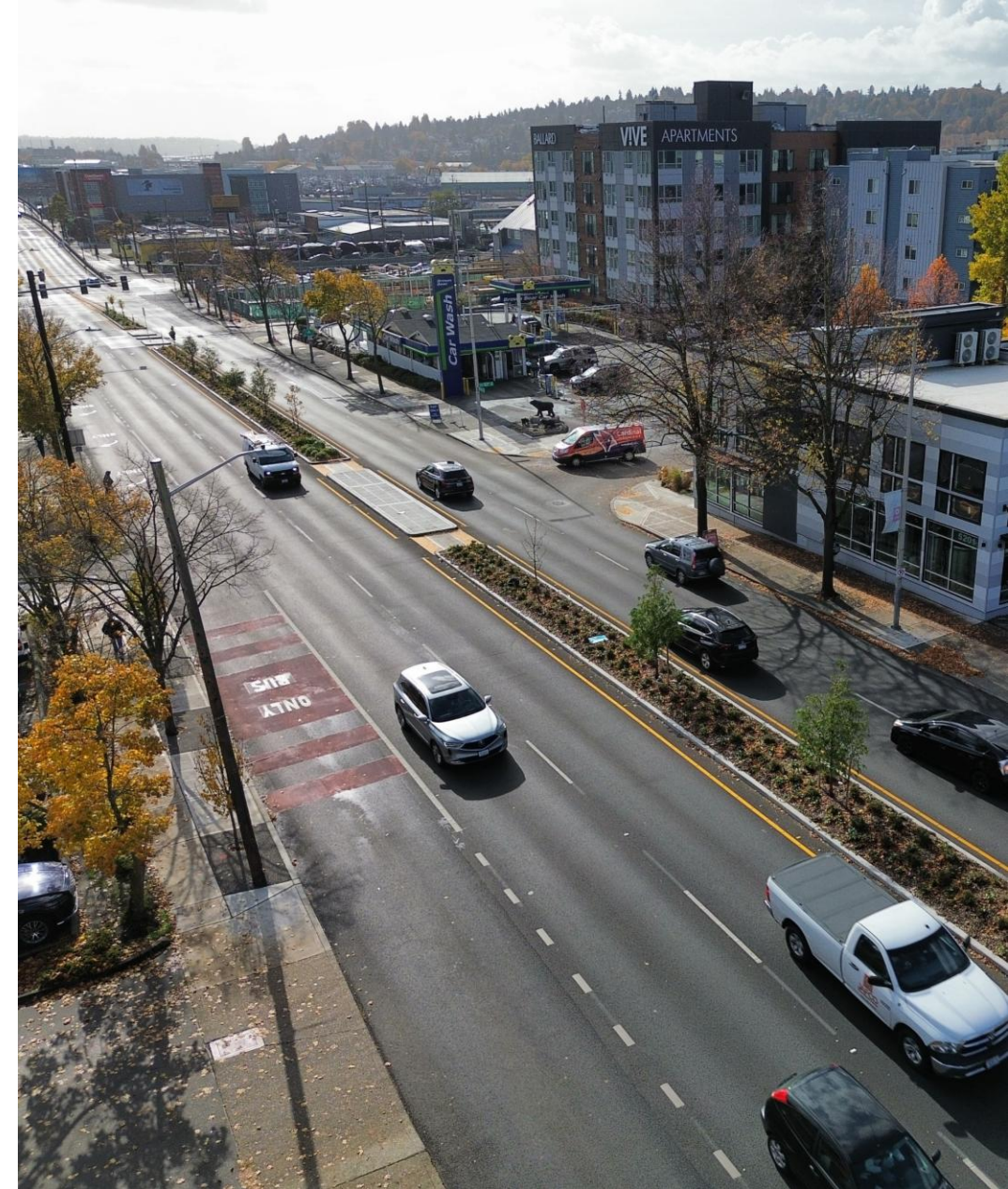
- Renton Ave S Safety Corridor
- Spring St Safety Corridor
- 21 safety improvements at high-collision locations
- 10 arterial traffic calming corridors

- Advance design on:

- 2 corridor safety redesign projects (Highland Park Way SW, Rainier Ave S)
- 51 new leading pedestrian intervals
- High-collision intersection projects on:
 - ❑ Aurora Ave N, Leary Way NW, and Dexter Ave N

Capital Project Partnerships

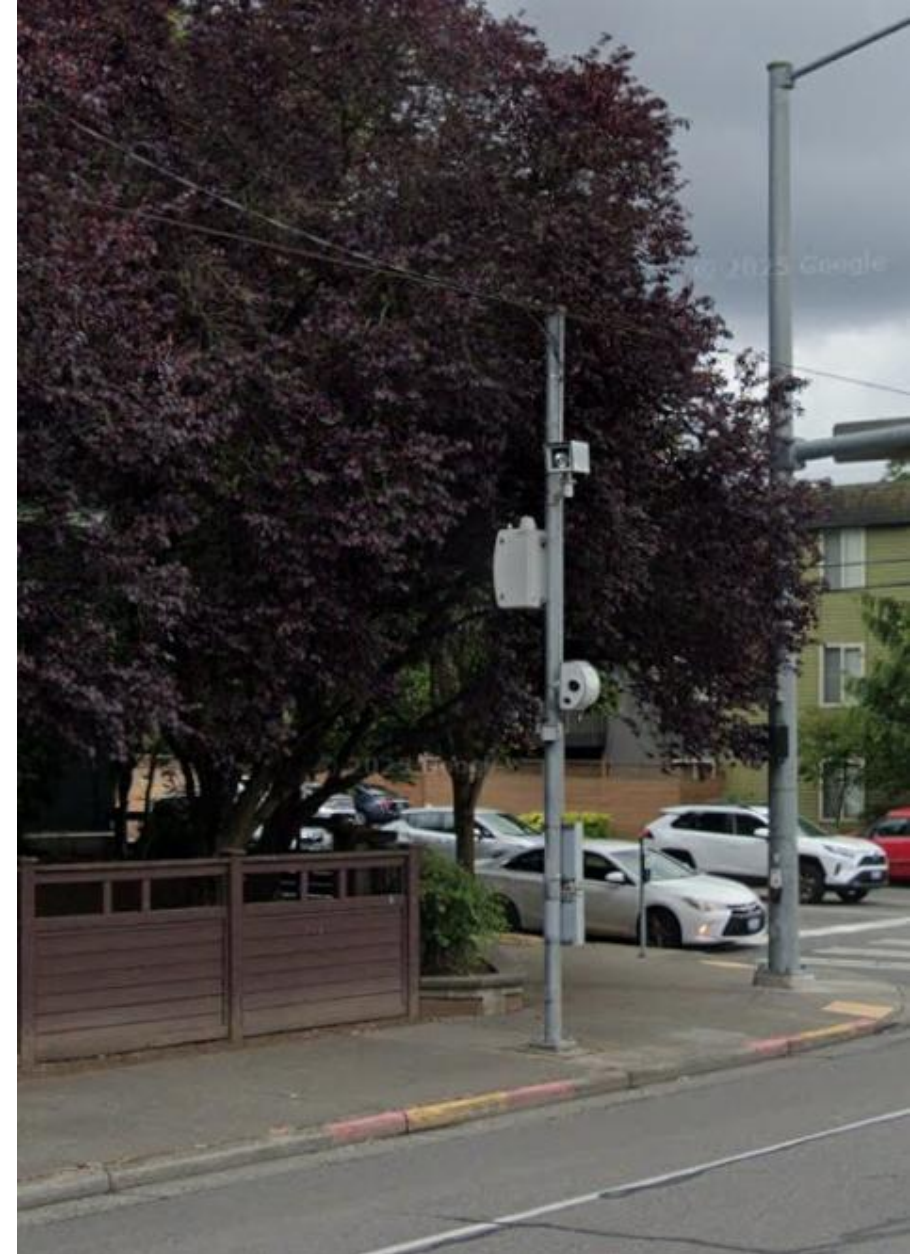
- Recently partnerships:
 - Completed signal upgrades and median islands with the **15th Ave W/NW & Ballard Bridge Paving Project**.
 - Completed addition of new curb bulbs, "no turn on red" restrictions, and signal improvements on the **Denny Way Paving Project**.
- Upcoming partnerships:
 - Planning new median islands and crossing upgrades with the **Roosevelt and Pinehurst Way NE Paving and Safety Project**.
 - Planning new curb extensions and channelization improvements with the **E Marginal Way S Paving and Safety Project**.



15th Ave NW at NW 52nd St (looking southwest)

Automated Traffic Safety Camera Update

- **School Speed Zone Camera Expansion** status:
 - 13 cameras completed, 10 in final construction, 14 in queue
 - 37 cameras in total, to be completed in Q2 2026
- Publish **ATSC Implementation Guidance** following departmental review.
- Complete **Safety and Equity Needs Analysis** to identify fulltime speed camera locations.



Example of speed camera assembly

Shared Streets

- Washington State enacted new law providing cities the authority to **designate non-arterials as “shared streets”** once procedures are established.
- Shared streets may have **10 MPH speed limit** and require **vehicles to yield to non-motorized users** within a shared space.
- SDOT will **seek to advance shared streets legislation by Q2 2026** and is in the process of **developing guidelines** for the designation of shared streets.



8th Ave between Thomas St and Harrison St

Challenges and Opportunities

- Safer Vehicles

- Challenge – Limited influence on vehicle design
- Opportunity – Support efforts to stop exempting vehicles weighing 6,000-10,000 lbs (GVW) from Vehicle License fees



- Safer People

- Challenge – Distracted Driving, DUI continues to be problematic
- Opportunity – Support efforts to lower legal BAC limits while driving
- Opportunity – Continue scaling countermeasures, and expanding tools



- Post Crash Care

- Challenge – Balancing the needs of emergency response and roadway design
- Opportunity – Utilize technology solutions to improve response times while emphasizing the need for reconfiguring roadways for multi-modal needs





From the entire SDOT Team:
Thank you!



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

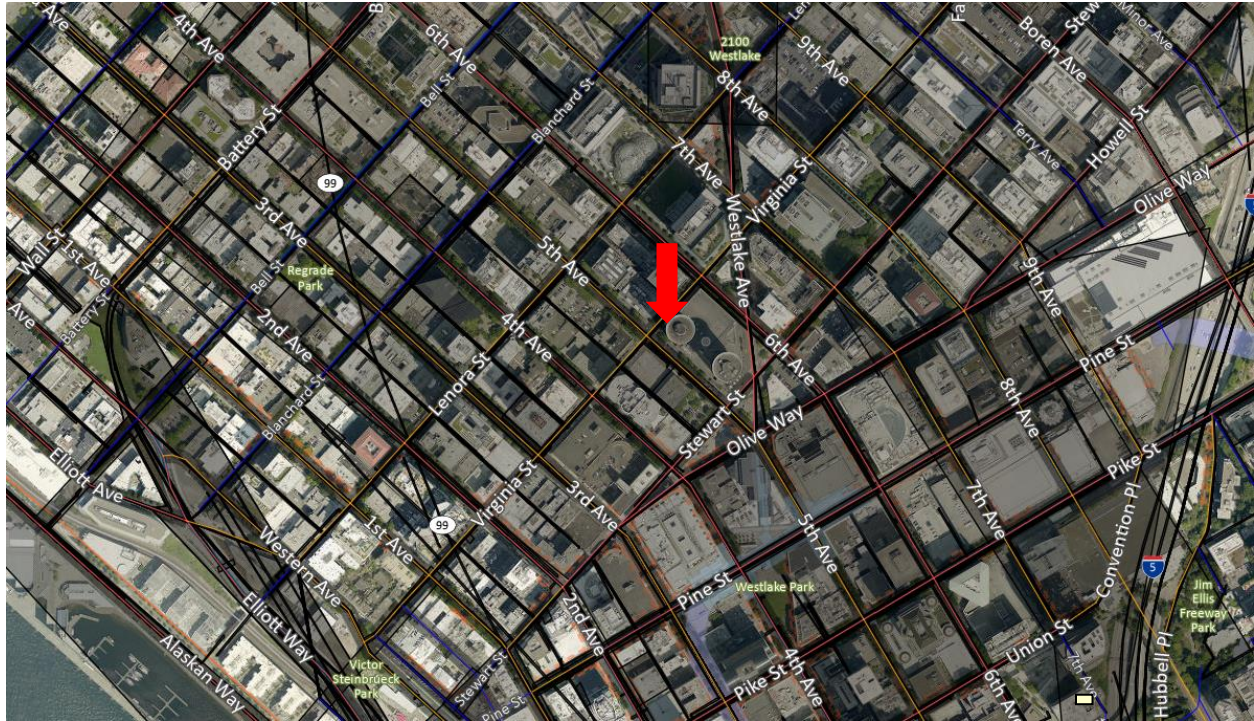
Summary Attachments:

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

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

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.

November 24, 2025

MEMORANDUM

To: Transportation Committee
From: Lish Whitson, Analyst
Subject: Council Bill 121022 – Westin Skybridge Permit Renewal

On December 2, 2025, the Transportation Committee (Committee) will discuss on Council Bill (CB) [121022](#), which would repermit a skybridge that connects the Westin Hotel to the Westin Garage over Virginia Street between 5th Avenue and 6th Avenue (Council District 7). The skybridge provides a connection between the garage and the hotel at the second floor.

This memorandum describes the skybridge permit. Attachment 1 to this memorandum describes the skybridge repermitting process.

Westin Skybridge

HST Lessee West Seattle LLC owns a skybridge over Virginia Street that connects the hotel to the garage. The garage has approximately 400 parking spaces, and the skybridge provides people parking in the garage with easy access to the hotel.

In April 1981, the Council approved construction of the skybridge under [Ordinance 109848](#). Approval of the skybridge was renewed under Resolution 28344 and amended in 1996 under [Ordinance 118303](#). That approval ran out in 2011, but provisions of Ordinance 109848 allow the skybridge to continue to be in operation pending a new permit.

The proposed bill would grant HST Lessee West Seattle LLC, or future assignees, a new permit to continue to operate the skybridge for another 15 years and would allow for one additional 15-year renewal of the permit. Because a new permit is required, the skybridge owner is required to show public benefit. In this case, the skybridge owner performed maintenance on a giant sequoia tree between Olive Way, Stewart Street, and 4th Avenue.

The bill is comparable to other skybridge bills and includes requirements that the owner remove the skybridge, if required to do so by the City or at the end of the permit term. The bill also includes maintenance requirements, and indemnification and insurance provisions. The skybridge owner would agree to pay standard term permit fees and pay the City for its costs to review skybridge inspection reports, which are required every other year.

Next Steps

The Committee will receive a briefing on the skybridge permit renewal at its December 2 meeting and may act on the legislation at that meeting or at a future time.

Attachment

1. Skybridge Permit Renewals

cc: Ben Noble, Director



Skybridge Permits

Property owners who seek to build a pedestrian bridge over a City street, alley, or other public place¹ must seek skybridge permit approval from the City Council under Seattle Municipal Code (SMC) [Chapter 15.64](#).

The City's skybridge regulations state that:

It is the intent of the City Council to limit the proliferation and adverse effects of Skybridges. Council will consider requests for new skybridges, and the repermitting of existing skybridges upon expiration of the term of the permission, with regard to how well they serve the public interest, and their relationship to the cityscape. The provisions of Chapter 15.64 shall be liberally construed in carrying out the intent of the Council.

Consistent with that intent, in the last ten years, new skybridges have only been approved for hospitals and medical centers, where the need to safely move patients between buildings without exposure to the weather is essential.

After receiving a skybridge application, the Seattle Department of Transportation (SDOT) files the application with the City Clerk and circulates it to interested City departments, utilities, and the Seattle Design Commission (SDC). SDOT convenes a Skybridge Review Committee to consider the application and make a recommendation to the SDOT Director who makes a recommendation to the City Council based on the Committee and Commission's recommendations.

SMC 15.64.050.C lays out a series of topics to consider in determining whether to approve a skybridge application:

1. Adequacy of horizontal and vertical clearance;
2. View blockage;
3. Interruption or interference with existing streetscape or other street amenities;
4. Impacts due to reduction of natural light;
5. Reduction of and effect on pedestrian activity at street level;
6. Number of pedestrians projected to use the skybridge;
7. Effect on commerce and enjoyment of neighboring land uses;
8. Availability of reasonable alternatives;
9. Effect on traffic and pedestrian safety;
10. Accessibility for the elderly and handicapped; and

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](#))

11. The public benefit mitigation elements provided by the proposal.

Skybridges must allow continued use of the street, alley or other public place for travel, utility purposes, and other public purposes.

When the Director is ready to make a recommendation, SDOT will transmit the recommendation along with background information to Council. A recommendation to approve the skybridge application will take the form of a Resolution.

Council Action

Upon receiving the Director's recommendation, the Council may "approve, deny, or approve with requirements or conditions" the skybridge application by Resolution. The Council's decision must consider the topics listed in SMC 15.64.050.C. According to SMC 15.64.065, the Council may not grant approval for a new skybridge "unless it finds that the skybridge is in the public interest and no reasonable alternative to the skybridge exists." If the Council seeks to approve the application, it will adopt a resolution that provides "conceptual approval." Council denial of an application is the final step in the process for a skybridge that is not approved.

Conceptual approval of the skybridge allows for publication of Master Use Permit decisions for development that includes the skybridge and allows for submission of construction plans for the skybridge. Once SDOT and the Seattle Department of Construction and Inspections (SDCI) have determined that the construction plans are consistent with the initial plans and meet all applicable codes, SDOT will prepare a final Ordinance for Council consideration. The Ordinance will reflect any conditions for approval. SDOT will typically include conditions responding to [SMC 15.64.090](#) with language developed in consultation with the City's Risk Managers. The conditions will include the following:

- the term of years that permission is granted and renewal periods, if any;
- provision for regular inspection of the skybridge;
- 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 recorded covenant ensuring that obligations and conditions imposed on the permittee run with the land, where applicable;
- public benefit mitigation elements; and
- repeal of approval in the face of untimely acceptance of permission.

Every skybridge permit must allow the City to require that the skybridge be removed for any reason.

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 30 years, 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, which requires a new permit, or during the renewal of a term permit if amendments are proposed.

Westin Hotel Skybridge Renewal

Council Transportation Committee

Amy Gray, Senior Planning & Development Specialist

December 2, 2025





Presentation overview

The Westin Hotel seeks permission to renew the pedestrian skybridge over and across Virginia St, between 5th Ave and 6th Ave (District 7).

The skybridge connects the Westin Hotel at 1900 5th Ave and the parking garage at 2020 5th Ave in downtown.

SDOT recommends renewing the existing skybridge permit.

Term permit process – skybridge permit renewals

Ordinance Passage:

- Renews permission of the existing skybridge for 15 years, with one renewable 15-year term.
- Details the terms & conditions of the permit, including:
 - a) Annual fee;
 - b) Maintenance obligations; and
 - c) Inspection, indemnification, insurance requirements.



Public benefit

Giant Sequoia Tree Maintenance

- Updating the irrigation system
- Improving soil conditions
- Removing holiday lighting

The work "gives the tree the opportunity to bounce back after several years of stress" *SDOT Urban Forestry*



1973



2025

Skybridge images

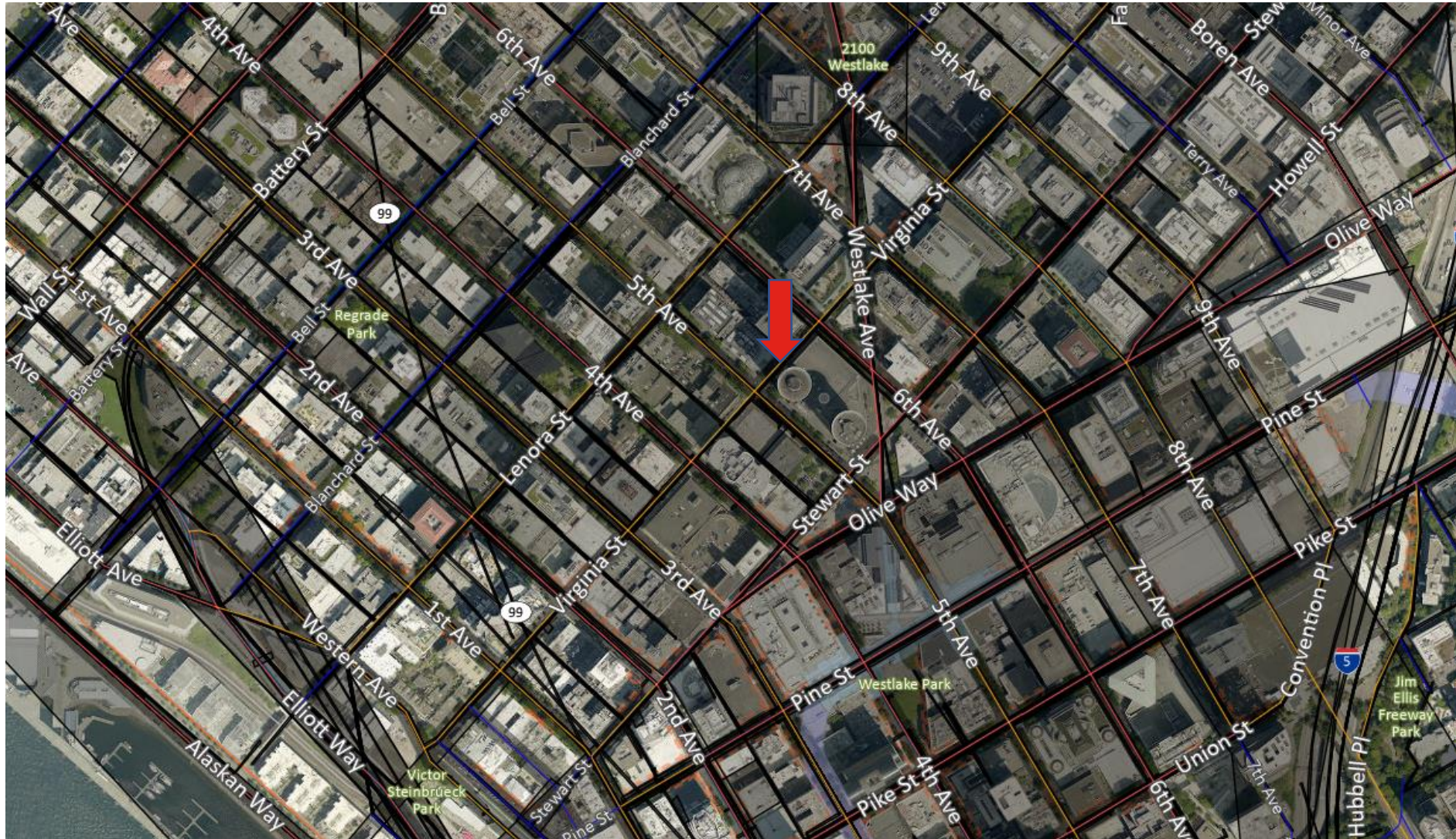


Interior

Exterior



Project neighborhood – Downtown (District 7)



Requested action

SDOT recommends Council approval of this Council Bill for the existing pedestrian skybridge

If the ordinance is approved, the permit will be in place until 2041

www.seattle.gov/transportation
amy.gray@seattle.gov | (206) 386-4638





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

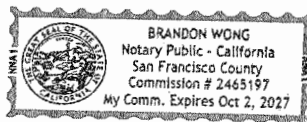
By: [Signature]

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

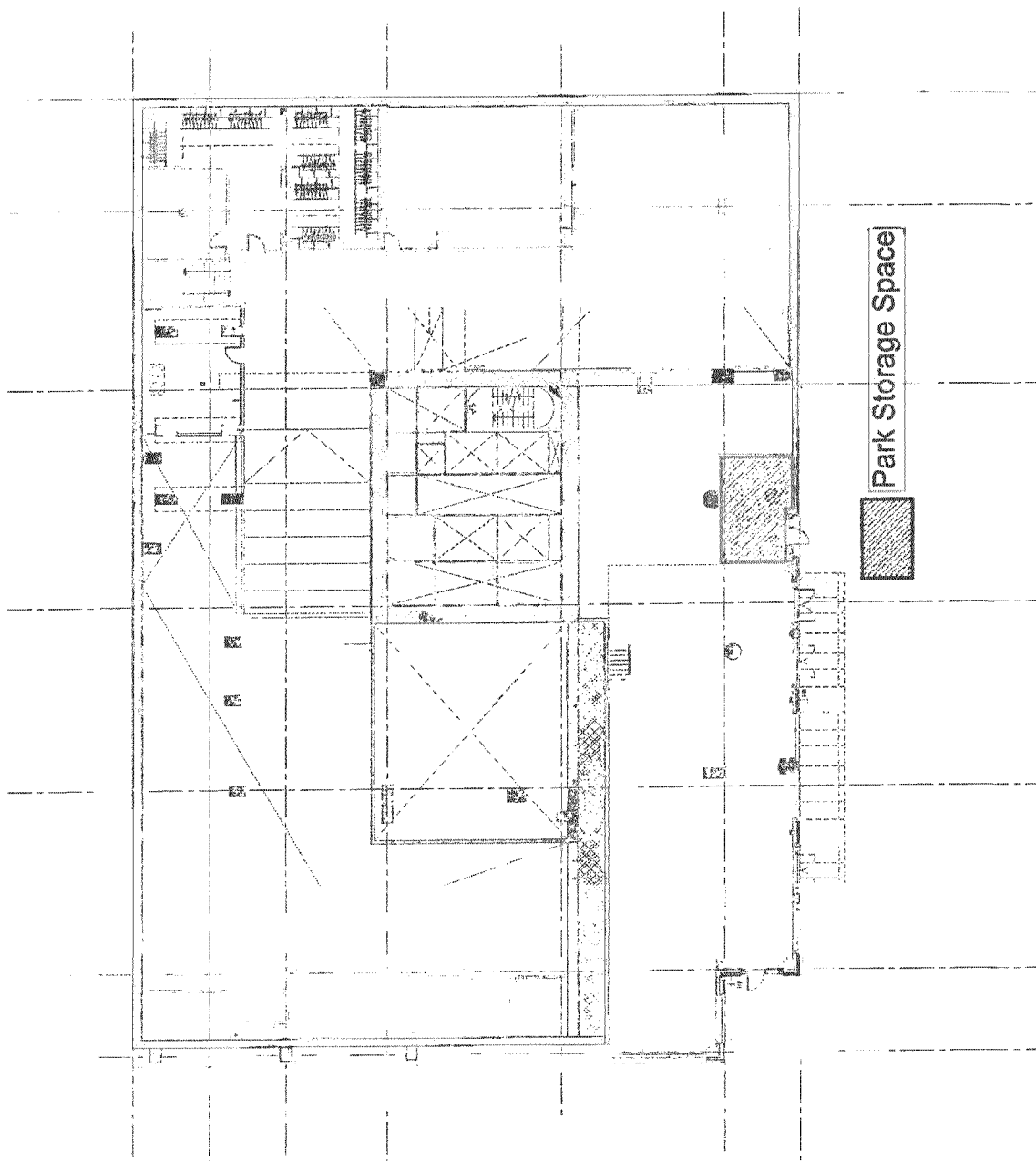
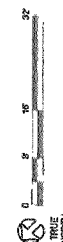


EXHIBIT C

LOCATION OF TENANT SPACE

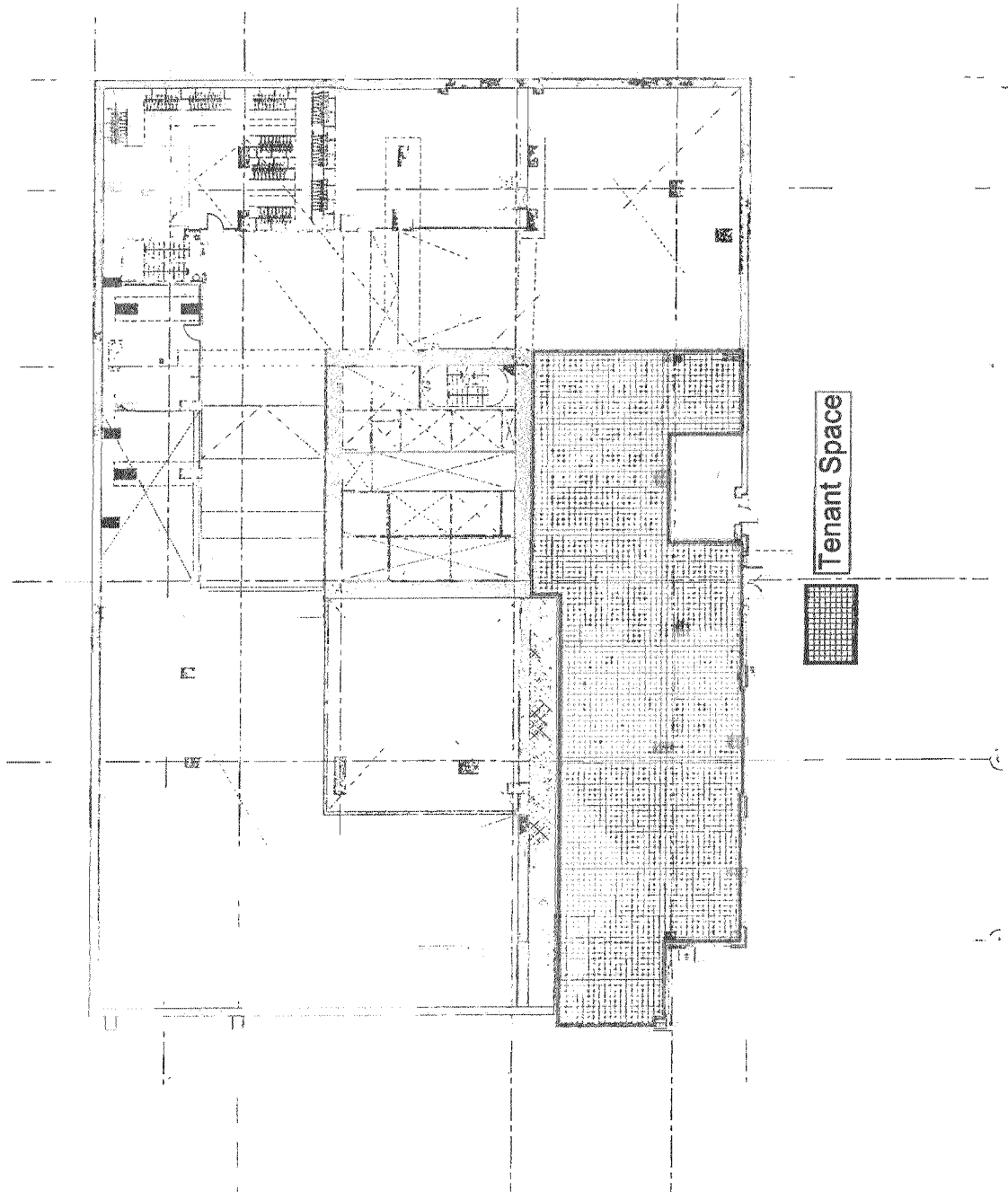
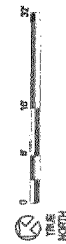


EXHIBIT D

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.

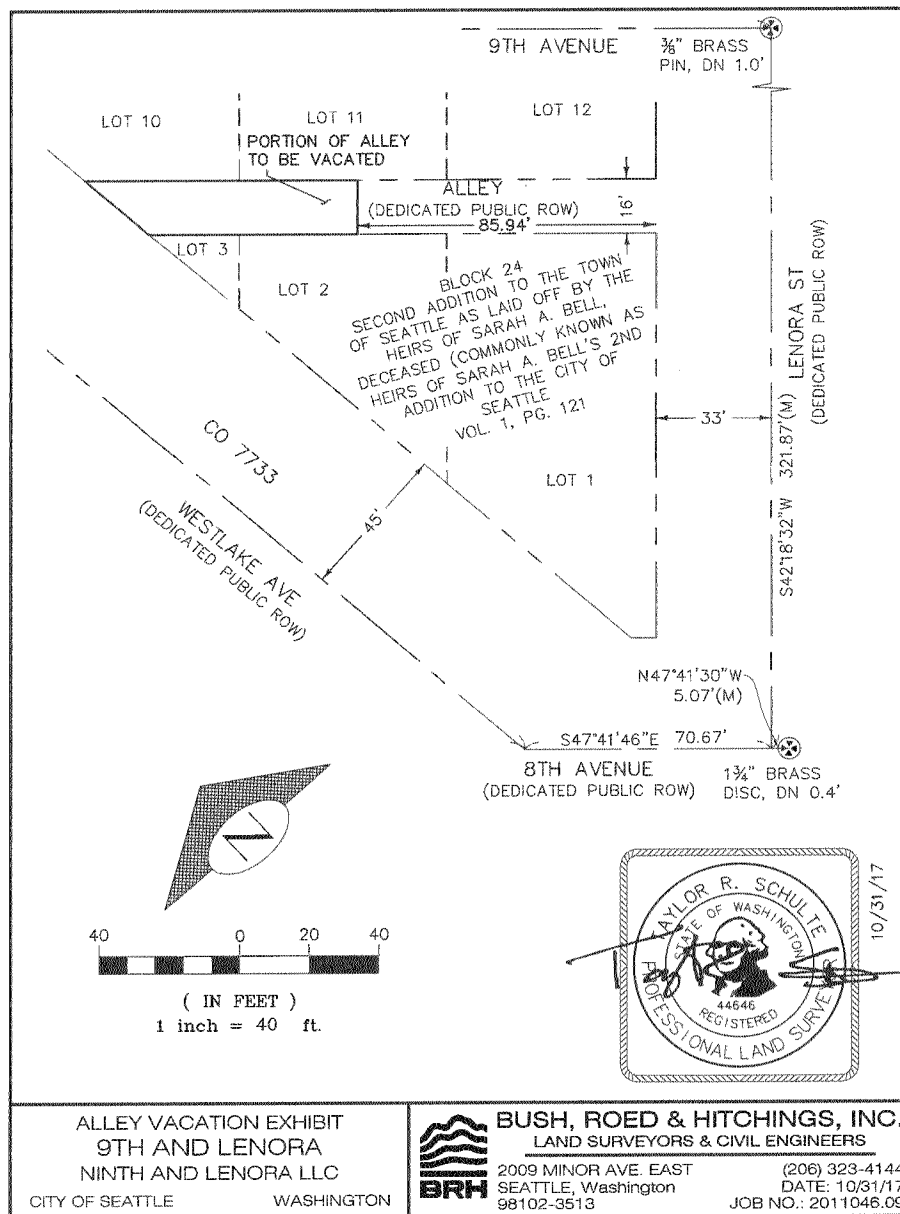


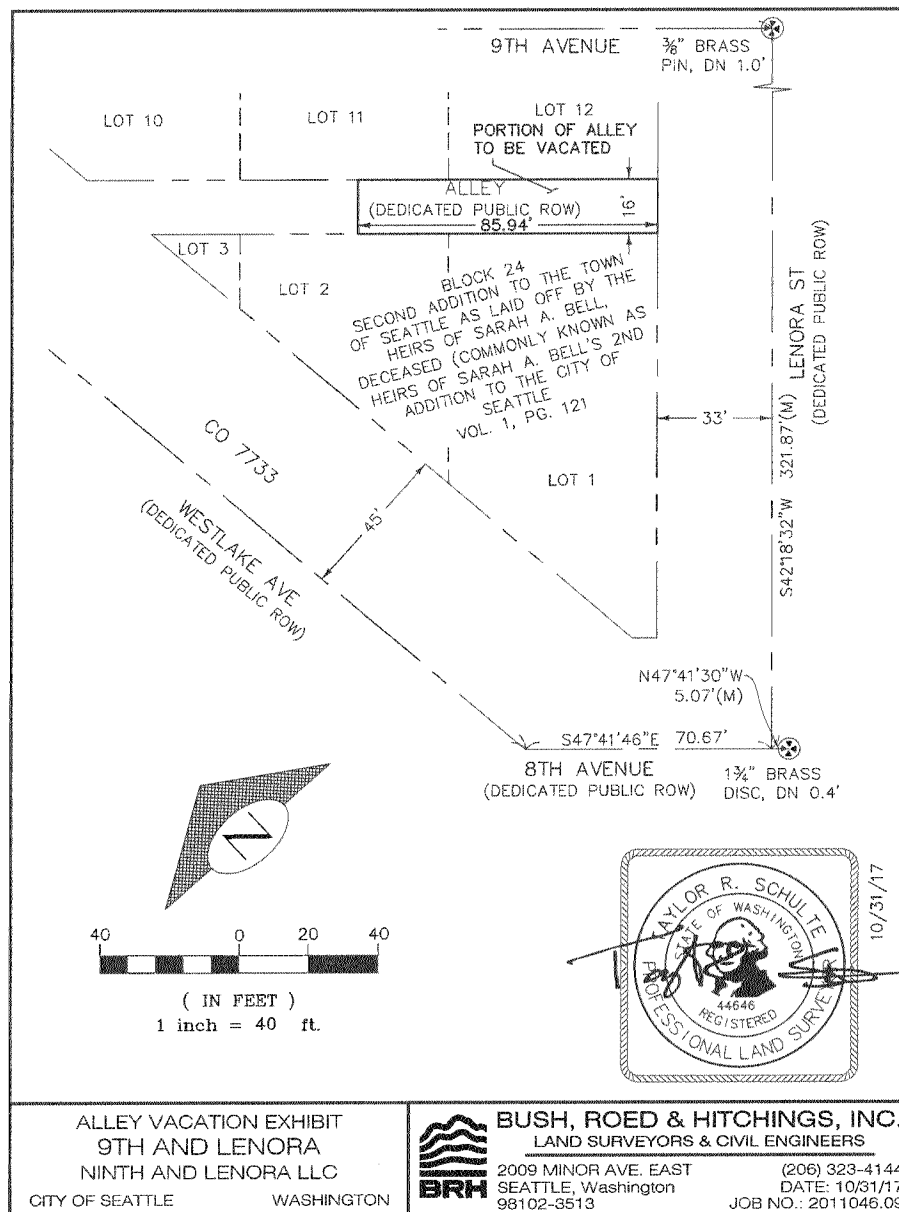
EXHIBIT E

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

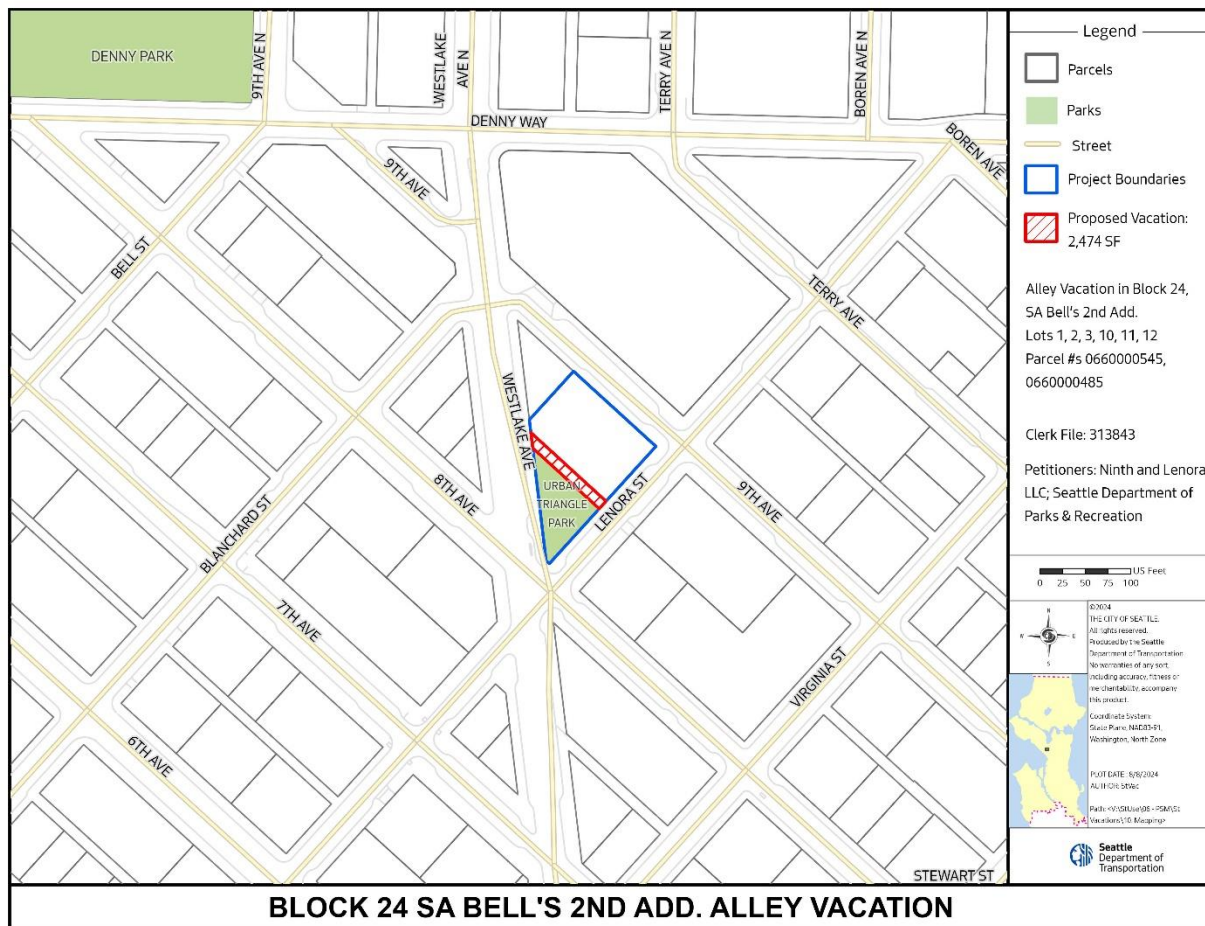
5. CHECKLIST

- ☐ **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.

November 24, 2025

MEMORANDUM

To: Transportation Committee
From: Lish Whitson, Analyst
Subject: Council Bill 121117: GID/Parks Alley Vacation

On December 2, the Transportation Committee (Committee) will receive a briefing on Council Bill (CB) [121117](#), a bill to grant final approval of the vacation of the alley on the block bounded by Westlake Avenue, 9th Avenue and Lenora street in the Denny Triangle (Council District 7). Council conditional approval of the vacation was granted on June 29th, 2015, through Clerk File (CF) [313843](#). Approval of the vacation facilitated the development of a new City park – the Urban Triangle Park – which opened in 2019, and a mixed-use apartment tower, containing a total of 396 residential units.

The Council’s decision at this point is to determine whether the project has satisfied the conditions of CF 313843. If those conditions have been met, the Council should approve the bill and grant final approval of the vacation. This memorandum discusses the project and the conditions placed on the alley vacation. Attachment 1 provides background on the City’s street vacation policies.

GID/Parks alley vacation

The GID/Parks alley vacation application was filed in 2014 and was considered under the vacation policies in effect at the time of filing.¹ It facilitated the redevelopment of a triangular city block, with a new city park located on the west side of the block, and a residential tower located on the east side of the block. Space within the former alley right-of-way allowed for a larger park, 8,722 square feet in size.

Review of Vacation Conditions

The Council’s conditional approval of the vacation included eight conditions. These conditions required that:

1. The projects be built as shown to the Council;
2. Street improvements be designed to City standards;
3. Any utility issues be resolved;
4. Development should begin within 18 months of approval;
5. The projects may be subject to additional review under City codes and the State Environmental Policy Act (SEPA);

¹ See [CF 313843](#). A comparison between those policies and the City’s current street vacation policies can be found attached to [Resolution 31809](#).

6. The Council supported the division of the alley right-of-way between the two properties as proposed;
7. The Council supported transferring vacation fees to support the development of the Urban Triangle Park;
8. The projects shall provide the following public benefits:

Public Benefit Item	Description	Notes
Seattle Parks and Recreation		
Expand and construct Westlake and Lenora Park	Parks will construct a park at Westlake & Lenora	
Expand events and programming	<p>Inclusion in the weekday Buskers Program</p> <p>Monitoring by Parks' downtown concierge circuit</p> <p>Inclusion in Imagination Playground and other children's activities on select weekends</p> <p>Purchase of additional equipment</p>	
GID		
Storage area for Parks	GID shall provide an approximately 240-square-foot storage space adjacent to Westlake & Lenora Park.	This space is for Parks' use to store equipment and furniture for events, programming, and maintenance and shall be designed in coordination with Parks in order to meet its needs and will be available for Parks' use for the life of the project.
\$25,000 contribution to Parks	This contribution shall fund enhancements to the park edge.	These improvements go beyond the Design Review Board-approved design for the treatment of the wall on this edge. GID shall use this contribution to ensure the park edge reads as a public zone and not as a space associated with the adjacent residential tower.

Public Benefit Item	Description	Notes
Allocation to Parks of additional 175 square feet of vacated alley area	As a result of the proposed alternative approach to the future property line, Parks will acquire 175 square feet of additional property than if the new property line followed the currently alley center.	
Commitment to a street-activating use in the ground-level space adjacent to the park	GLD commits to utilizing the space adjacent to the park as a street-activating use.	A condition of this public benefit item is a provision recorded in the property use and development agreement (PUDA) for ongoing and regular meetings and coordination among the tenant, the owner or property manager, and Parks to ensure the relationship between the commercial space and the park is successful. If SDOT cannot recommend that this be included, the Commission recognizes the street activating use as fundamental to the success of the park.
Green Street improvements on 9th Avenue	1,620 square feet of additional planting and 650 square feet of additional paving beyond code requirements.	

SDOT has confirmed that the petitioner has met all of the conditions included in CF 314364 and provided the public benefits described above. CB 121117 would (1) accept a PUDA that reflects the conditions included in CF 314364, ensuring the long-term maintenance of the public benefit improvements, and (2) vacates the City's interest in the alley right-of-way.

Next Steps

The Committee will receive a briefing on the bill at its December 1 meeting and may vote at that meeting or a future meeting. Council approval of the bill would allow for the recording of the PUDA and final vacation of the alley right-of-way.

Attachments

1. Summary of Seattle's Street Vacation Policies

cc: Ben Noble, Director

Attachment 1 - Street Vacation Policies

From time to time, property owners seek to permanently acquire the street or alley next to their property from the City, typically to facilitate a proposed development. The process to do so is laid out in the Revised Code of Washington (RCW) [Chapter 35.79](#), Seattle Municipal Code (SMC) [Chapter 15.62](#), and the City Council's [Street Vacation Policies](#). In 2018, the City Council updated its street vacation policies to provide greater clarity for petitioners, members of the public and decision-makers in proposing and reviewing street vacation petitions. The policies identify two related but independent questions that the Council must consider in reviewing a street vacation petition:

- are the “public trust functions” of the right-of-way maintained? and
- will the public receive a benefit from the vacation?

Public trust functions are the uses of right-of-way. The policies describe the public trust functions as follows:

Streets are dedicated in perpetuity for use by the public for travel, transportation of goods, and locating utilities. The dedication carries with it public rights to circulation, access, utilities, light, air, open space, views, free speech, and assembly, and contributes significantly to the form and function of the city. The primary concern of the City in vacation decisions is to safeguard the public's present and future needs and to act in the public's best interest. (p. 7)

Public benefits are a required component of street vacations to offset loss of public space. The policies describe public benefits as follows:

The City acts as a trustee for the public in its administration of rights-of-way. Courts have required that in each vacation there shall be an element of public use or benefit, and a vacation cannot be granted solely for a private use or benefit. Therefore, before this public asset can be vacated to a private party, there shall be a permanent or long-term benefit to the public.

The fact that these benefits are provided equally to all members of the public may be most important to those who have the least. To best address the needs of the community, a strong focus on race and social equity is important in assessing the public benefits included as part of a street vacation petition.

Proposed vacations may be approved only when they provide a permanent or long-term public benefit. Because the public permanently loses the street, short-term public benefits or public benefits that solely benefit individuals will not be considered. The following are not considered public benefits:

- Mitigating the vacation's adverse effects;
- Meeting code requirements for development;
- Paying the required vacation fee;
- Facilitating economic activity; or
- Providing a public, governmental, or educational service.

While the nature of the project is a factor in deciding the adequacy of a public benefit proposal, it is not itself a public benefit. (p. 22)

After a petitioner files a complete vacation petition with the City Council, it is sent to the Seattle Department of Transportation (SDOT), the Seattle Design Commission per SMC Chapter [3.58](#), and other agencies for review. SDOT collects comments from City departments, private utilities, transit agencies, and others with an interest in the City's rights-of-way. After review and recommendation by these parties, SDOT returns the petition, and the City Council considers the petition. The Council is required to hold a public hearing on the petition, and then must act on the petition. State law states that approval of vacations is solely a legislative act.

If the Council decides it is appropriate to vacate the right-of-way, it will typically grant conditional approval. That approval is placed in the Clerk File alongside the vacation petition. That conditional approval allows the petitioner to begin developing in the right-of-way.

After the petitioner meets all the conditions and pays all fees, SDOT drafts an ordinance for Council consideration that transfers ownership of the right-of-way to the petitioner. Council's review of that final ordinance is generally limited to confirmation that the conditions set in the Street Vacation conditional approval have been met. If all conditions have been met, the Council should pass the ordinance granting the vacation.



GID and Seattle Department of Parks & Recreation JOINT ALLEY VACATION, BLOCK 24

PRESENTED TO TRANSPORTATION COMMITTEE

December 2, 2025

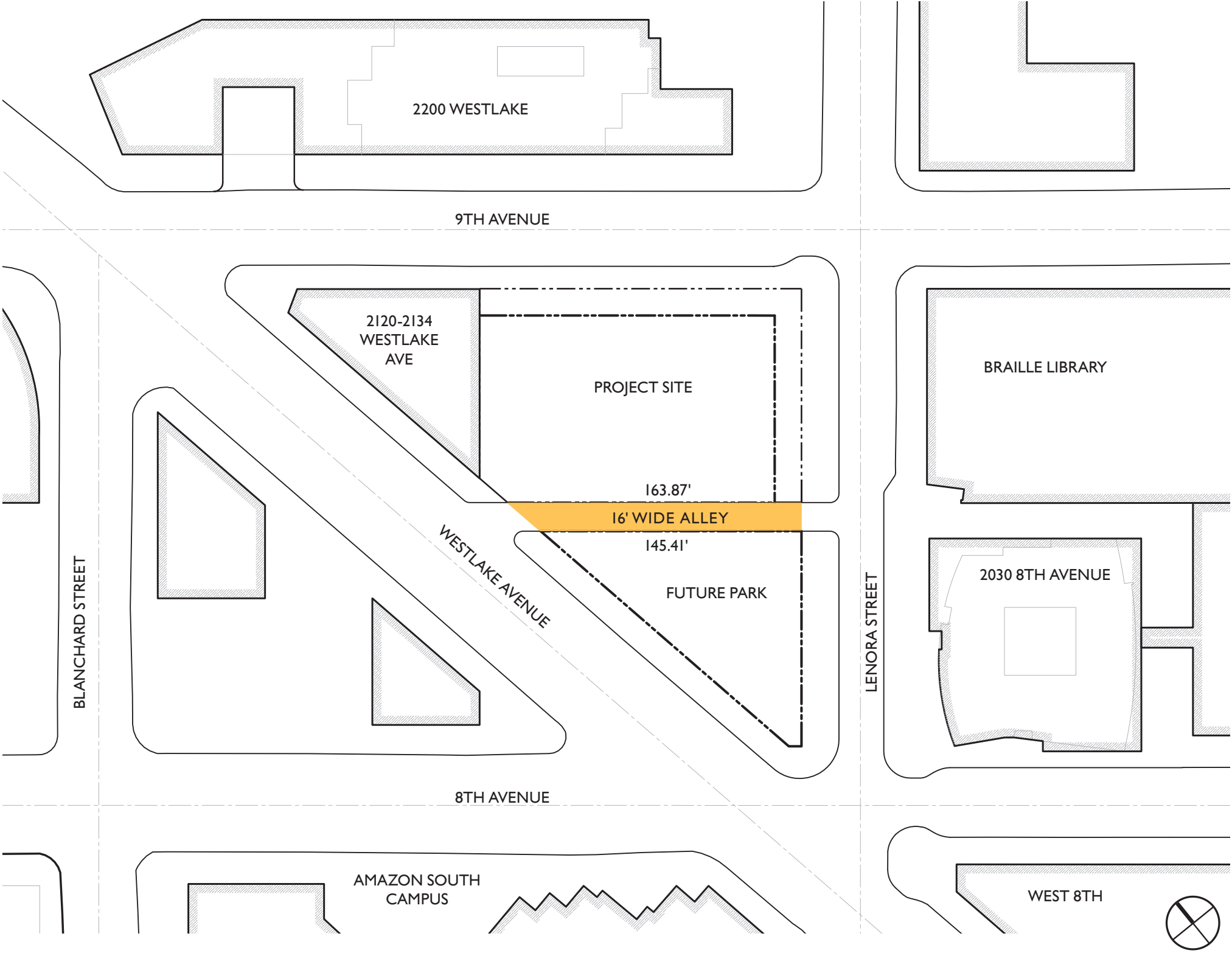
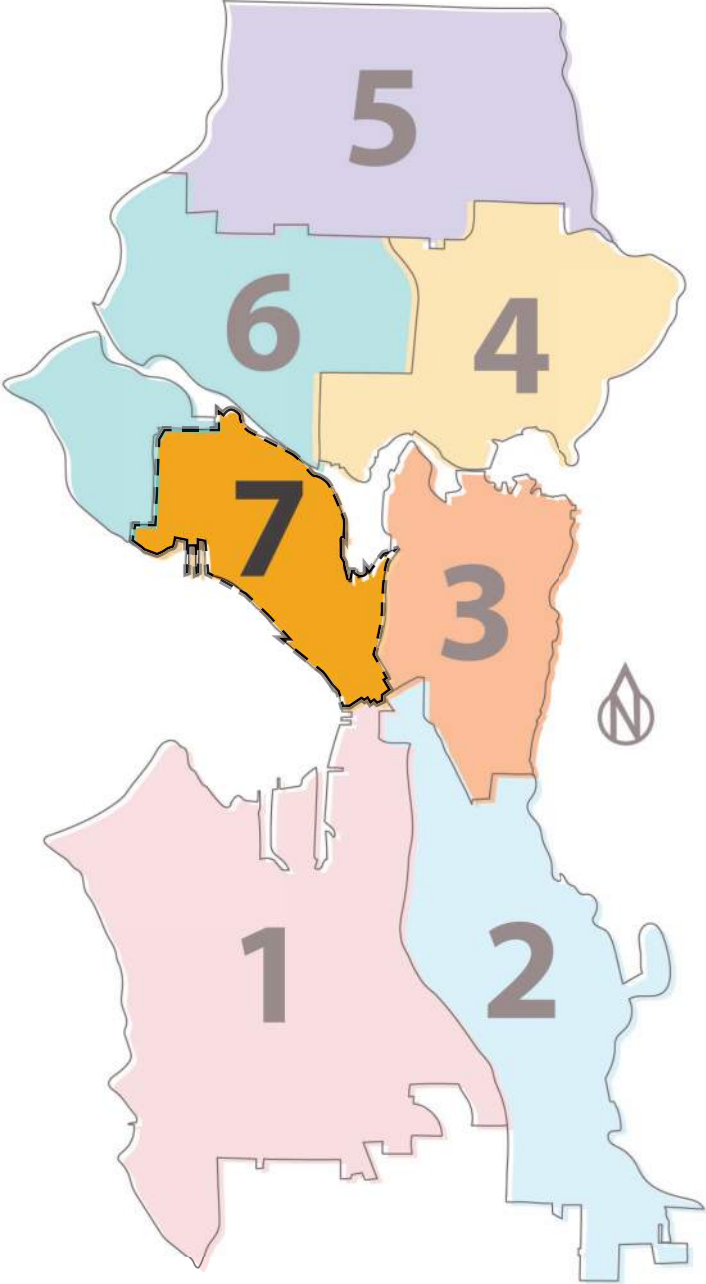


SiteWorkshop
LANDSCAPE ARCHITECTURE

GID

WEBER THOMPSON

COUNCIL DISTRICT MAP & SITE MAP

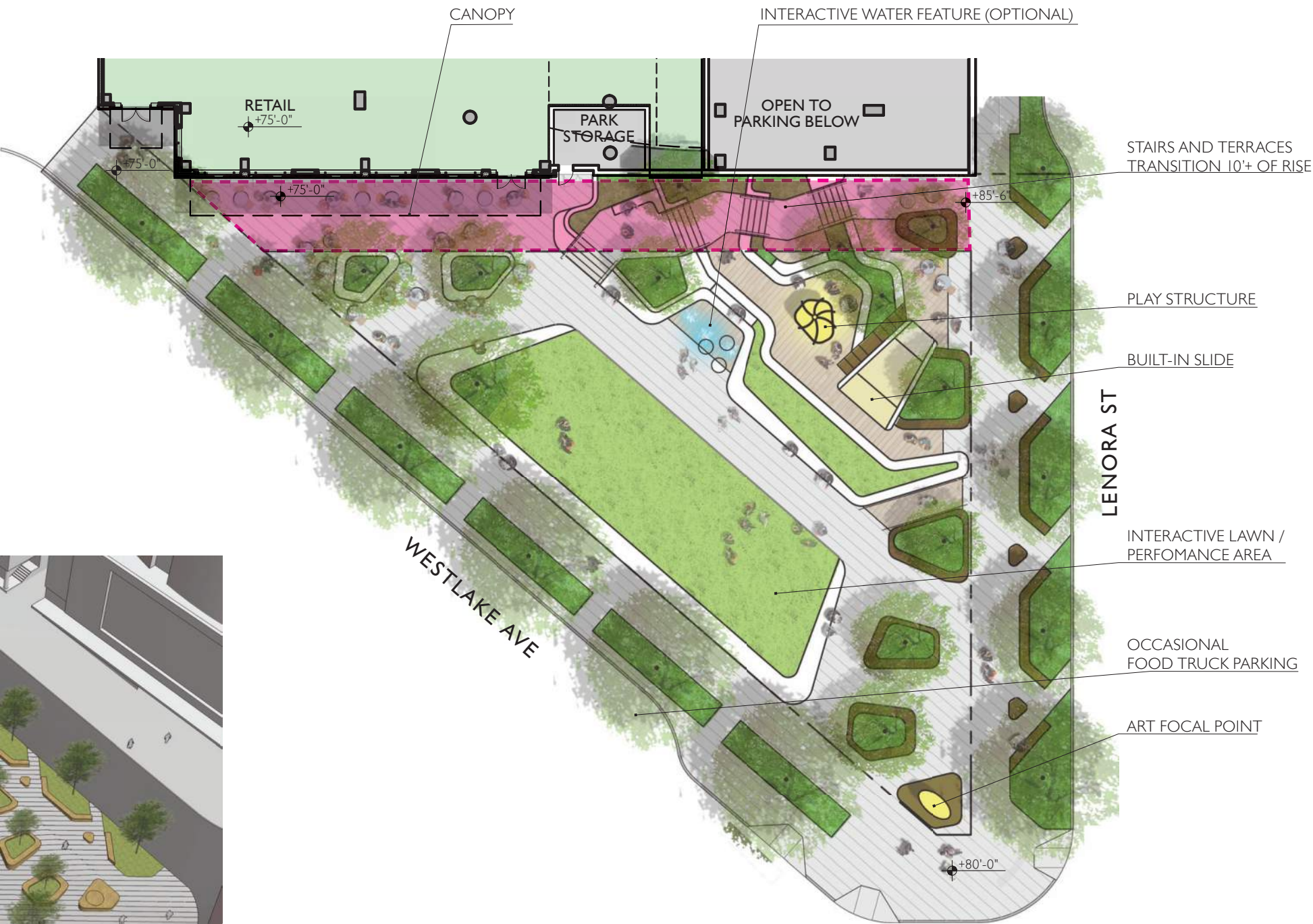


ALLEY INTEGRATION WITH PARK / RESIDENTIAL TOWER

PARKS & RECREATION PUBLIC BENEFITS



Photo: Stuart Isett

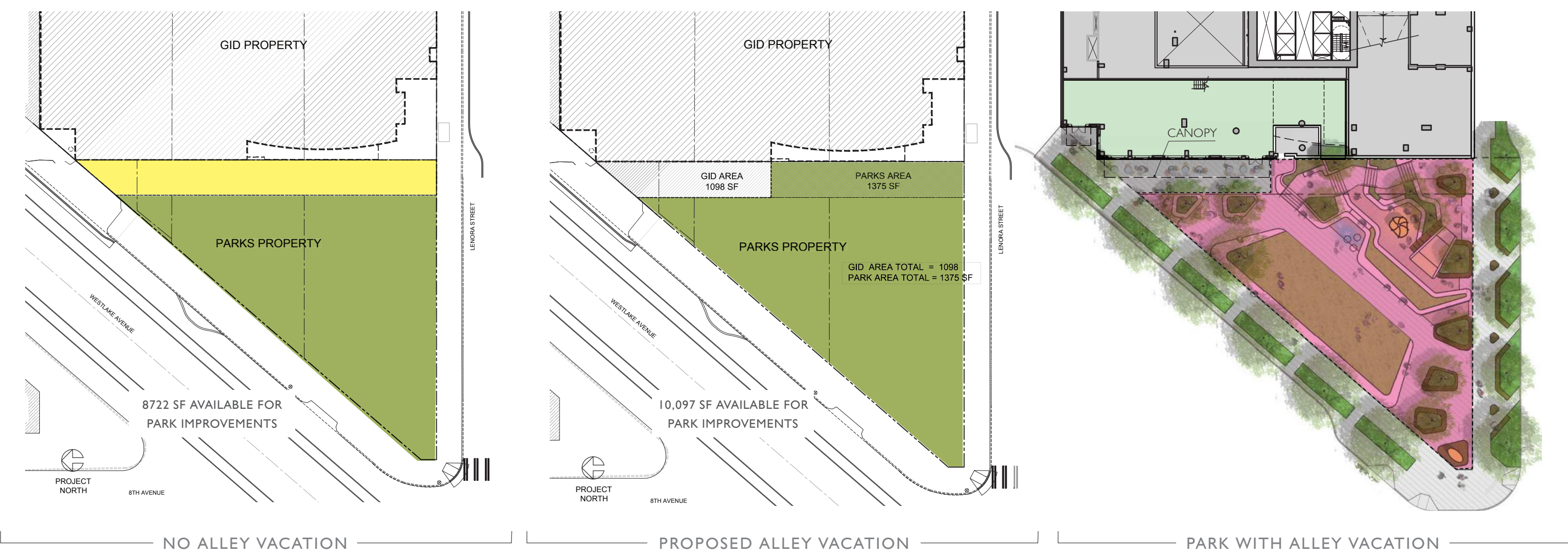


PUBLIC BENEFITS

PUBLIC BENEFIT			DESCRIPTION	REQ'D	PROVIDED BENEFIT
PARKS & RECREATION	1	EXPAND & CONSTRUCT PARK IMPROVEMENTS	<ul style="list-style-type: none">Improved additional vacated alley parcel into publicly accessible urban park space.	None	1,200 sf under standard division, 1,375 sf under current proposal
	2	ACTIVATE INITIATIVE 42 – PARK IN PERPETUITY	<ul style="list-style-type: none">Ordinance 118477 allows for the permanent use of the alley space as a park.	None	1,200 sf under standard division, 1,375 sf under current proposal
	3	ACTIVATE TITLE 18 – SAFETY & ENFORCEMENT	<ul style="list-style-type: none">Title 18 of Seattle Municipal Code, established by Ordinance 118607 (Exclusion Ordinance) allows for additional enforcement tools by Seattle Police and Park Rangers.	None	1,200 sf under standard division, 1,375 sf under current proposal
	4	EXPAND EVENTS & PROGRAMMING	<ul style="list-style-type: none">Additional park space allows for more user capacity.Combined with the storage space provides a higher level of programming.Departed alley allows for more connected park to adjacent property and community.	None	Public Events and Programming See page 10 for details
GID PROPOSED PUBLIC BENEFIT	1	COMMITMENT TO RETAIL	<ul style="list-style-type: none">Committed to utilizing the space adjacent to the park as a street-level use under the Downtown land use code.If vacant for a period of time, GID wil install temporary pedestrian-activating use until a street-level use tenant found.		Assurance that the park edge will be able to be activated by retail uses, rather than leasing office, amenity, storage, or other residential building uses.
	2	STORAGE AREA	<ul style="list-style-type: none">Includes secure storage area for Park’s use in the building adjacent to the park for the life of the project.		\$208,500
	3	PARK / BUILDING EDGE ENHANCEMENT	<ul style="list-style-type: none">To provide a lump sum contribution to enhance the edge condition where park meets the tower to maintain a feel of “public space” along this edge.		\$25,000
	4	ALLOCATION OF ADDITIONAL ALLEY SF TO PARKS	<ul style="list-style-type: none">Additional 175 sf of Park space dedicated to park property instead of GID’s property.		175 additional sf of park space
	5	ADDITIONAL LANDSCAPE / HARDSCAPE IN PUBLIC ROW PROVIDED ABOVE GREEN STREET REQUIREMENT.	<ul style="list-style-type: none">Installed 1408 sf of landscape and 682 sf of hardscape above required amount for sidewalk improvements required by DPD/SDOT along 9th Ave and Lenora St (green streets).		\$86,350 (Landscape construction cost = \$25 / sf, hardscape = \$75/sf)

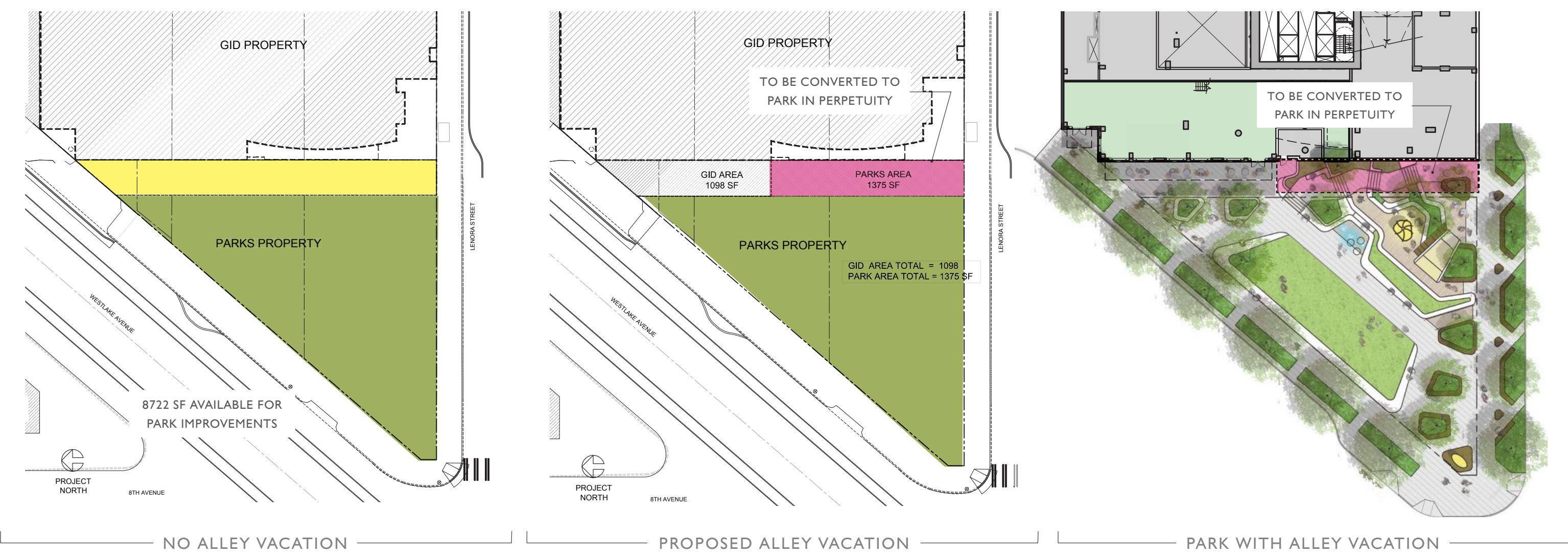
PUBLIC BENEFITS – PARKS & RECREATION

PUBLIC BENEFIT	DESCRIPTION
I. EXPAND & CONSTRUCT PARK IMPROVEMENTS	Improved additional vacated alley parcel into publicly accessible urban park space.



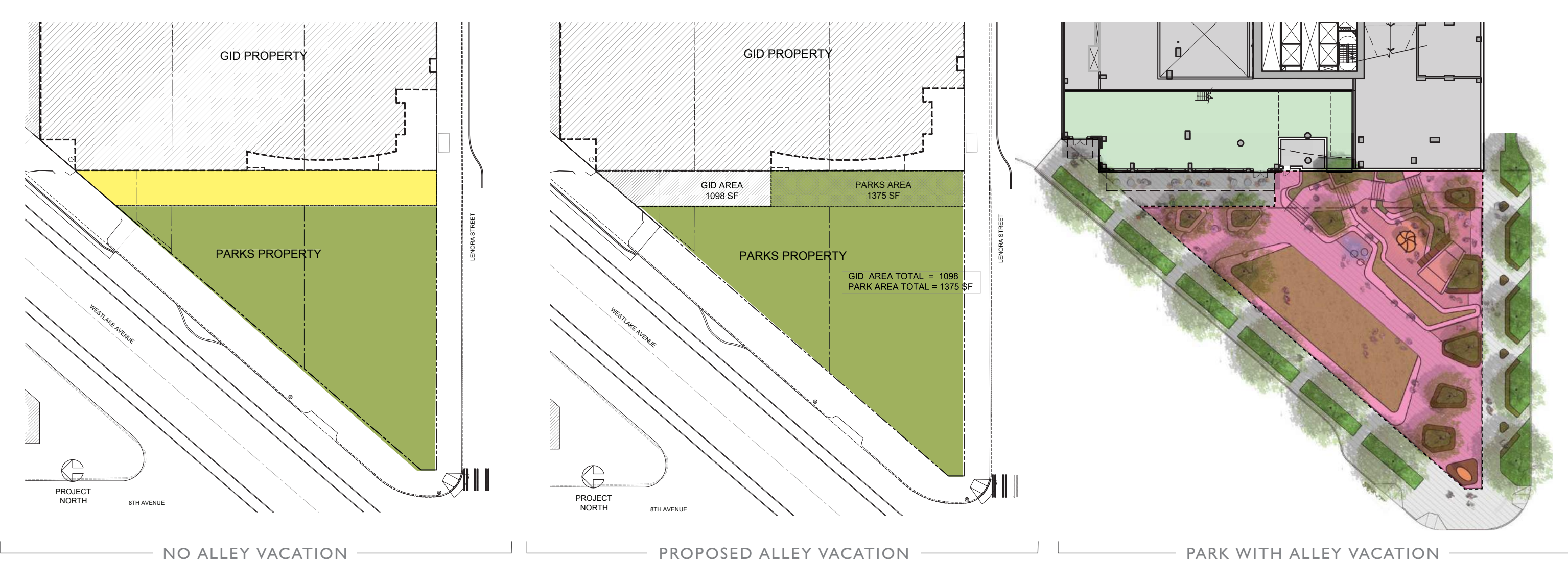
PUBLIC BENEFITS – PARKS & RECREATION

PUBLIC BENEFIT	DESCRIPTION
2. ACTIVATE INITIATIVE 42 – PARK IN PERPETUITY	Permanent use of the former alley space as park.



PUBLIC BENEFITS – PARKS & RECREATION

PUBLIC BENEFIT	DESCRIPTION
3. ACTIVATE TITLE 18 – SAFETY & ENFORCEMENT	Title 18 of Seattle Municipal Code, established by Ordinance 118607 (Exclusion Ordinance) allows for additional enforcement tools by Seattle Police and Park Rangers.



PUBLIC BENEFITS – PARKS & RECREATION

PUBLIC BENEFIT	REQUIRED	DESCRIPTION / PROVIDED BENEFIT
4. EXPAND EVENTS & PROGRAMMING	None	<ul style="list-style-type: none">Additional park space allows for more user capacity.Combined with the storage space provides a higher level of programming.Departed alley allows for more connected park to adjacent property and community. <p>1. Inclusion in the weekday Buskers Program. (Performers of 1-2 people are scheduled at the park and are tips are subsidized by Parks.) \$50-\$100/hr.</p> <p>2. Monitored by Concierge. This park will be added to the downtown concierge circuit to be monitored for cleanliness and safe use. The concierge will be present on site during programmed events and will put out equipment for use such as giant chess and platforms for buskers. Concierge makes \$21/hr.</p> <p>3. Inclusion in Imagination Playground and other Children’s Activities on select weekends. The storage area allows easy access to imagination play and other equipment. The concierge will be present on site during programmed events and will put out equipment for use. Concierge makes \$21/hr.</p> <p>4. Equipment purchase.</p>

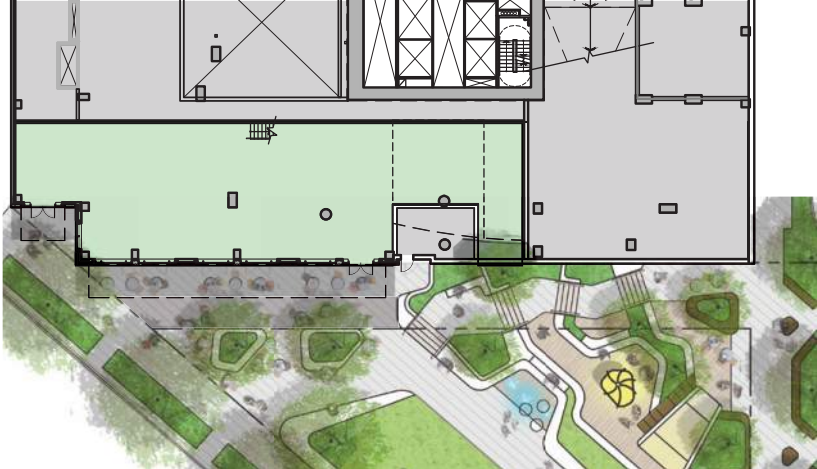
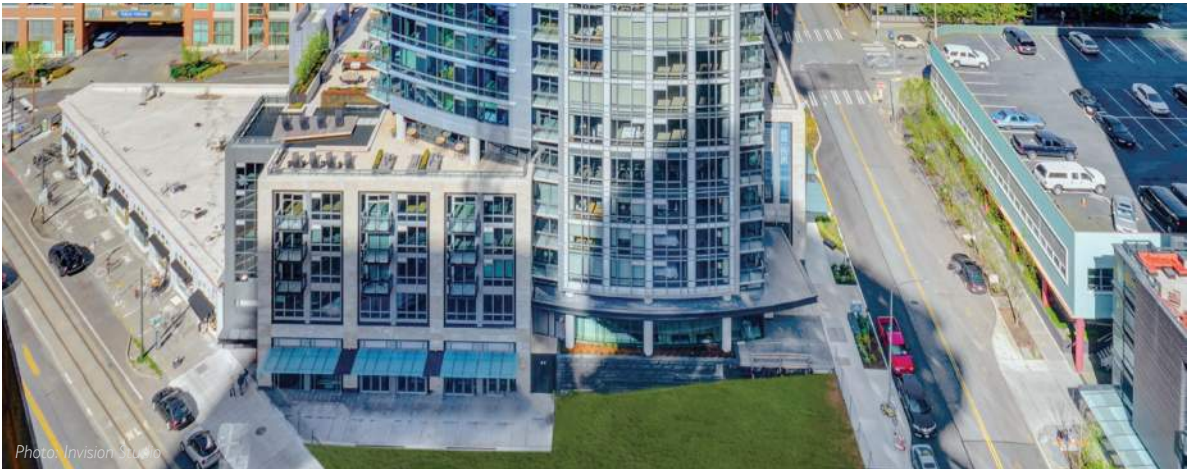


Photos: Stuart Isett



PUBLIC BENEFITS – GID PROPOSED PUBLIC BENEFITS

PUBLIC BENEFIT	DESCRIPTION
I. COMMITMENT TO RETAIL	GID will commit to utilizing the space adjacent to the park as a street-level use under the Downtown land use code. If the space were to be vacant for a period of time, GID will commit to install a temporary pedestrian-activating use in the space until a street level use tenant can be found.



PUBLIC BENEFITS

PUBLIC BENEFIT	DESCRIPTION
2. STORAGE AREA	The project includes a secure storage area for Park’s use in the building adjacent to the park for the life of the project
3. PARK / BUILDING EDGE ENHANCEMENT	\$25,000 Contribution to Parks

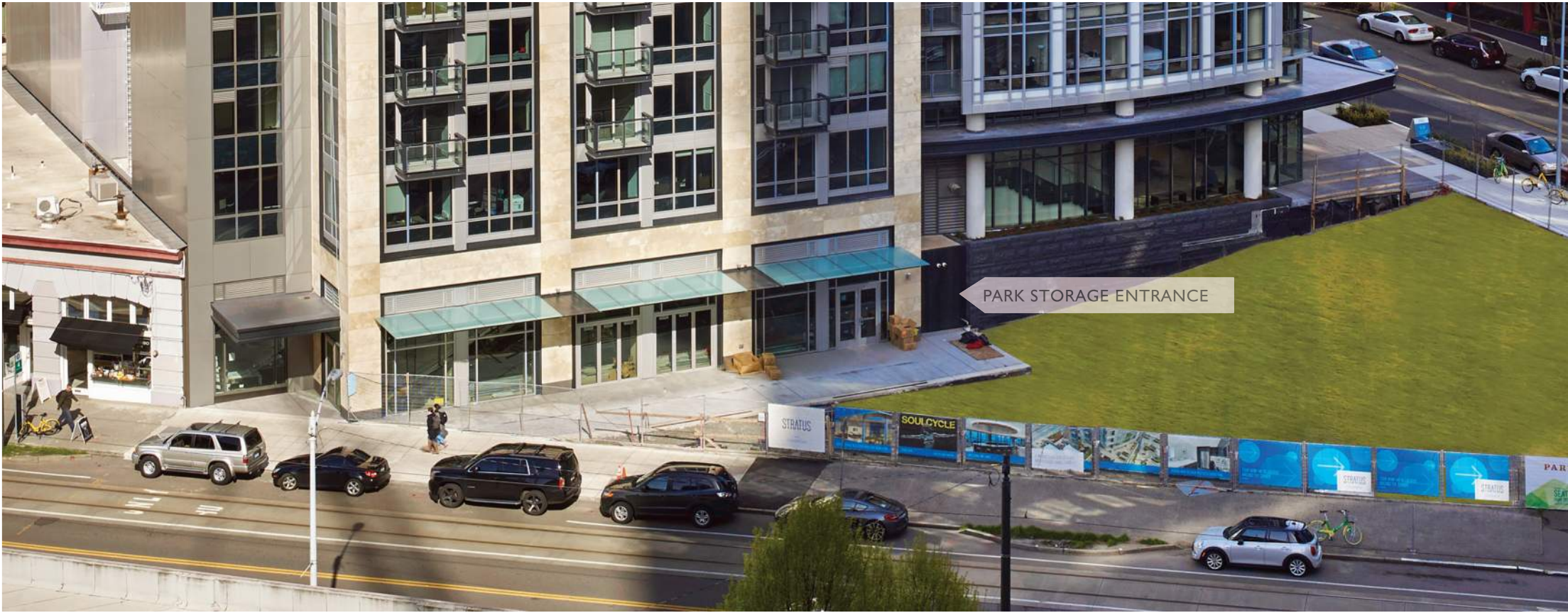
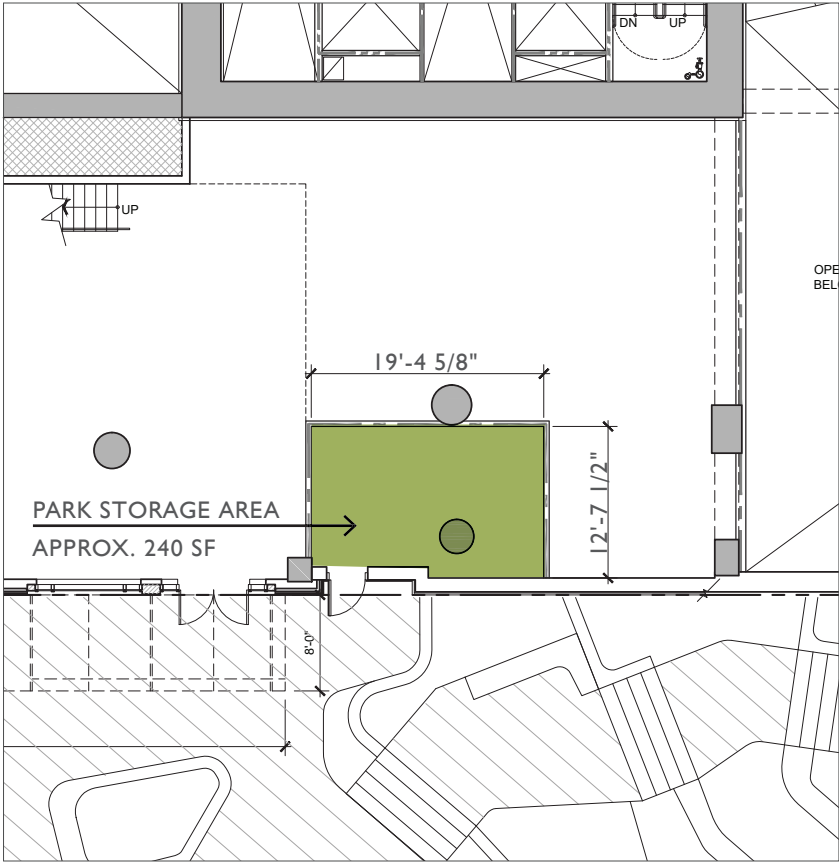
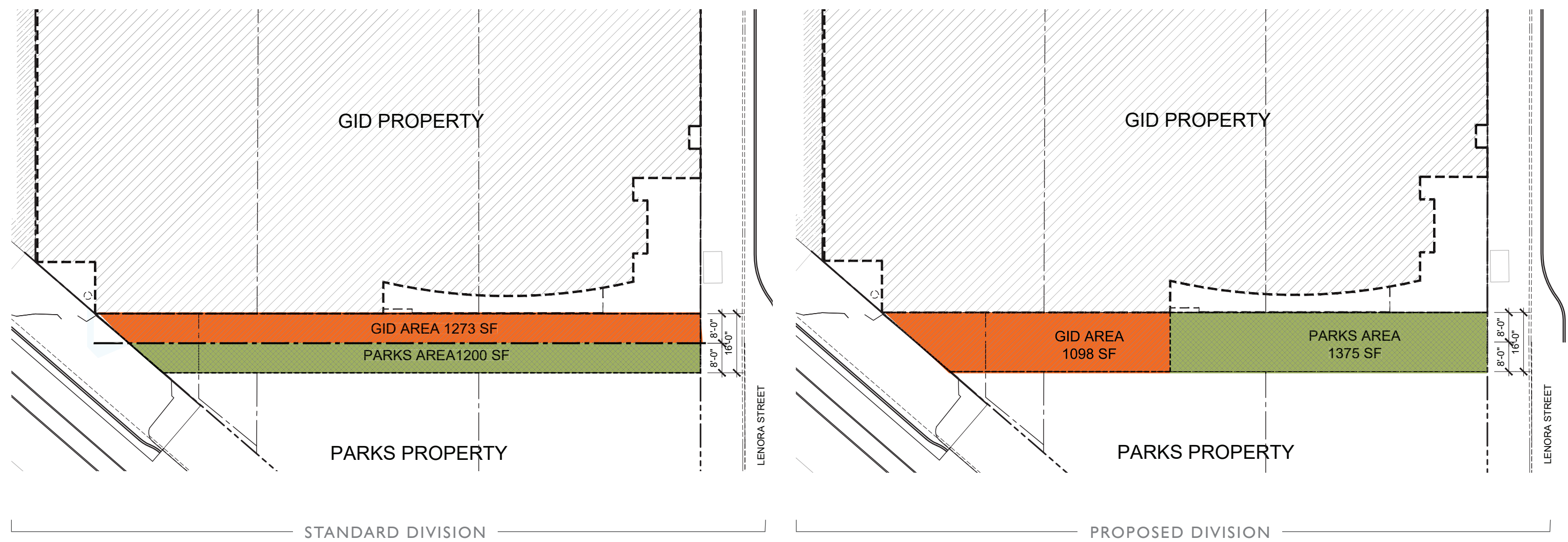


Photo: Benjamin Bensneider

PUBLIC BENEFITS

PUBLIC BENEFIT	DESCRIPTION
4. ALLOCATION OF ADDITIONAL ALLEY SF TO PARKS	Additional 175 sf of Park space dedicated to the park property



PUBLIC BENEFITS

PUBLIC BENEFIT	DESCRIPTION
5. ADDITIONAL LANDSCAPE / HARDSCAPE IN PUBLIC ROW PROVIDED ABOVE GREEN STREET REQUIREMENT.	Installed 1408sf of landscape and 682sf of hardscape above the required amount for sidewalk improvements required by DPD/SDOT along 9th Ave and Lenora St (green streets).



SEATTLE MUNICIPAL CODE - LANDSCAPE REQUIREMENTS



LANDSCAPE DESIGN PROVIDED

PUBLIC BENEFITS & COST

TYPICAL REASONS FOR ALLEY VACATIONS	GID
INCREASE FLOOR AREA	NA
BUILD ON FORMER ALLEY	NA
BUILD UNDER FORMER ALLEY	NA
BUILD OVER FORMER ALLEY	NA
RECONFIGURE SITE TO A SHAPE BETTER SUITED FOR DEVELOPMENT	NA
INCREASE SIZE OF SITE BY JOINING LOTS ACROSS ALLEY	NA
TYPICAL BENEFITS RECEIVED FROM ALLEY VACATIONS	GID
ADDITIONAL UNITS / LEASEABLE SF	NA
ADDITIONAL PARKING	NA
FEWER BELOW GRADE LEVELS REQUIRED / LESS EXCAVATION	NA
MORE EFFICIENCY / YIELD P/SF OF DEVELOPMENT	NA
INCREASED LAND VALUE	NA
TANGIBLE BENEFITS	GID
INCREASED RENT LEVELS	NA
INCREASED LEASE VALUE FOR RETAIL	NA
INTANGIBLE BENEFITS	GID
IMPROVED CURB APPEAL	Minimal benefit recieved. Because the alley is no longer required for service, the finish level could be more pedestrian friendly if vacation is granted.

PUBLIC BENEFITS



An aerial photograph of a modern urban development. The scene is dominated by several tall, glass-clad skyscrapers that reflect the sky. In the center, there is a large, open green courtyard with a paved walkway and some landscaping. The surrounding area includes a street with cars, a yellow delivery van, and a few pedestrians. The sky is blue with some light clouds.

THANK YOU.

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