

January 12, 2021

VIA EMAIL

Councilmember Alex Pedersen
Transportation and Utilities Committee
Seattle City Council
PO Box 34025
Seattle, WA 98124-4025
Email: Alex.Pedersen@seattle.gov

Re: Swedish First Hill – Requests for Extensions of Time Related to 2016 Approved
Skybridge, Tunnel and Alley Vacation

Dear Councilmember Pedersen:

This firm represents Swedish Health Services (“**Swedish**”) with respect to its redevelopment of the Swedish First Hill Campus (the “**First Hill Redevelopment**”). We were instructed by Beverly Barnett at Seattle Department of Transportation to reach out to you and the Transportation and Utilities Committee (“**TUC**”) to address three items. In 2016, as part of the First Hill Redevelopment, Swedish obtained City Council approvals to vacate an alley, construct a skybridge over public right of way, and construct a tunnel under public right of way. Unfortunately, construction of the First Hill Redevelopment was delayed due to various factors, but Swedish is now ready to move forward. Swedish needs City Council action to extend the three approvals. This letter provides a brief introduction of the First Hill Redevelopment to you and the TUC, and requests your assistance with the necessary extensions.

Swedish operates the Swedish Medical Center located in the First Hill Neighborhood and bounded by James Street, Broadway, Madison Street, and Boren Avenue. A diagram showing the boundaries of the Swedish Medical Center is enclosed for orientation and to show the First Hill Redevelopment. The Swedish Medical Center is governed by a Major Institution Master Plan, adopted in 2005 (the “**MIMP**”). As with all Major Institutions, the MIMP sets forth the applicable development standards and described the planned future redevelopment projects. Included in these future redevelopment projects are the redevelopment of what are referred to as the North Tower and Block 95, as well as the alley vacation, skybridge, and tunnel.

Swedish has been working with the City to achieve the North Tower and Block 95 redevelopment projects, which collectively constitute the current First Hill Redevelopment. In 2015, Swedish applied for Master Use Permits for each project, MUP No. 3018701 for Block 95, and MUP

No. 3018961 for the North Tower. A Decision approving the North Tower was recently published by the Seattle Department of Construction and Inspections (“**SDCI**”) on December 21, 2020, and Swedish is awaiting the SDCI Decision for Block 95. In connection with these projects, Swedish also obtained approvals for an alley vacation, skybridge, and tunnel. In 2017, the original 2015 MUP applications were delayed and put on hold until 2019, to allow Swedish to navigate a number of changes in the provision of healthcare services. This delay has resulted in the need for approval extensions and/or clarifications to allow Swedish to proceed with these project elements.

Alley Vacation

With respect to the alley vacation, Swedish was granted Conceptual Approval (the “**Conceptual Approval**”) on August 8, 2016, for the vacation of the alley in the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue, in connection with the redevelopment of Block 95 (the “**Alley Vacation**”). A copy of the Conceptual Approval is enclosed for ease of reference. The Conceptual Approval sets a two-year deadline to commence development activity in connection with the Alley Vacation, and a five-year deadline to complete development activity. Due to the above described delay, Swedish has not and will not meet these deadlines. Since the beginning, Swedish has kept SDOT staff informed of the delays and followed SDOT staff direction related to the timeline to seek extensions.

Demolition of existing structures on Block 95 was achieved in 2020, as part of Swedish’s preparation of the site in the event needed to provide overflow care and/or testing for Covid-19. Swedish anticipates excavation for Block 95, including the area of the Alley Vacation, will begin by early summer 2022, followed by construction beginning by summer 2023. This delay in construction of Block 95 resulted in a commensurate delay in construction of the public benefits to be provided in connection with the Alley Vacation. Swedish anticipates construction of the majority of the public benefits will occur near the end of construction of the shell and core of Block 95 by Q2 or Q3 of 2025, with the exception of the First Hill Park Funding (already complete) and the pedestrian crossings at Boren Avenue, Cherry Street, Minor Avenues, and James Street, both of which could be completed as early as Q1 2023.

The Street Vacation Policies address the need for flexibility in timing and allow the City Council to grant extensions of the deadlines set in the Conceptual Approval. We previously notified SDOT that these extensions would likely be necessary, and we were instructed to touch base at a future time when Swedish has a clearer sense of timing. In light of Swedish’s anticipated construction timeline outlined above, and to provide a cushion in the event that timeline cannot be met, we submit this request to the TUC to approve an extension of the Conceptual Approval deadline to commence development activity to 2024 and to approve an extension of the Conceptual Approval deadline to complete development activity to 2029.

Skybridge

Swedish was granted a term permit (the “**Skybridge Permit**”) on October 29, 2016, to construct a skybridge over Minor Avenue between Columbia Street and Cherry Street (the “**Skybridge**”) in connection with the redevelopment of Block 95. The Skybridge Permit is for a ten-year term, renewable for two successive ten-year terms, and subject to certain conditions detailed in Ordinance 125142 granting the Skybridge Permit. A copy of the Ordinance is enclosed for ease of reference. Due to the delay detailed above, construction of the Skybridge and related improvements was also delayed.

As previously noted, Swedish anticipates excavation for Block 95 will begin by early summer 2022, followed by the remainder of construction beginning by summer 2023. As such, Swedish anticipates it will begin construction of the Skybridge by late 2024 and begin construction of the public benefits by early 2025, if not sooner. With respect to the public benefits, a condition of the Skybridge Permit was that Swedish construct the required public benefits within one year of issuance of the Skybridge Permit, which resulted in the deadline of October 29, 2017 to construct the public benefits. Swedish has not begun construction of the public benefits and therefore not met this deadline. This issue was previously raised with SDOT and other City Staff, both prior to and following that 2017 date, and we were instructed that this does not present a problem so long as the public benefits are in fact constructed in a reasonably timely fashion in comparison to the construction of the Skybridge and Block 95.

The enclosed matrix describes the required public benefits for the Skybridge, as presented to and approved by Council. In general, the public benefits associated with the site work (Minor Avenue garden, public art installations, Minor Avenue raised intersections, and Minor Avenue ROW Enhancements) will be implemented near the end of construction of the shell and core by Q2 or Q3 2025. In the near term and in anticipation of commencing this work, Swedish intends to re-engage with the Swedish Public Art Advisory Committee in early 2021 to approve the public art associated with the Skybridge.

SDOT Staff also confirmed there is no formal process to document or extend the time period of construction of public benefits and instructed us to submit our request directly to you and the TUC. In light of Swedish’s anticipated construction timeline outlined above, and to provide a cushion in the event that timeline cannot be met, we therefore request the TUC extend the deadline to construct the Skybridge public benefits to 2029.

Tunnel

Swedish was granted conceptual approval (the “**Conceptual Approval**”) on September 29, 2016, to construct a tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street (the “**Tunnel**”) in connection with the redevelopment of Block 95. A copy of the Conceptual Approval is enclosed for ease of reference. The next step in the entitlement process for the

Tunnel is approval of a Term Permit via City Council Ordinance. The following details Swedish's planned course of action for securing the Term Permit.

In light of Swedish's anticipated commencement of excavation by early summer 2022 followed by construction by summer 2023 for Block 95, Swedish intends to begin construction of the Tunnel by mid to late 2023. To this end, it is our understanding that additional SDOT review and SIP review must be completed prior to issuance of the Ordinance approving the Term Permit. Swedish is currently targeting submission of 90% SIP drawings by Q1 2022 and targeting Q4 of 2022 for completion of SDOT review and SIP so as to facilitate issuance of the Ordinance and Term Permit by early 2023 and a structural permit by mid-2023. We provided this information to Amy Gray at SDOT and have not heard any objections to this course of action. Nonetheless, we thought it best the TUC also have this information to provide a complete picture of the various elements and an opportunity to provide different guidance.

Conclusion

We greatly appreciate your attention to this matter and the collaborative working relationship between the City and Swedish as we proceed with this exciting project to provide needed medical services to our community. To this end, we request the TUC approve/confirm the following requests made above:

1. An extension of the Alley Vacation Conceptual Approval deadline to commence development activity to 2024.
2. An extension of the Alley Vacation Conceptual Approval deadline to complete development activity to 2029.
3. An extension of the Skybridge Permit deadline to construct the Skybridge public benefits to 2029.
4. Confirmation that in order to secure the Term Permit for the Tunnel, Swedish should follow the course of action detailed above.

In the event you have questions or concerns about any of the above, we would welcome the opportunity to discuss these issues in greater detail with you. Please feel free to reach out to me directly via email (nrorgers@cairncross.com) or phone (206-254-4417) with any immediate questions or to schedule a meeting with the Swedish team. Again, we appreciate your time and consideration, and we look forward to hearing from you.

Councilmember Pedersen
January 12, 2021
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Very truly yours,

A handwritten signature in black ink, appearing to read "Nancy Bainbridge Rogers", followed by a long horizontal line extending to the right.

Nancy Bainbridge Rogers

Enclosures

Diagram of Swedish First Hill Medical Center
Alley Vacation Conceptual Approval
Skybridge Ordinance/Term Permit
Skybridge Public Benefits Matrix
Tunnel Conceptual Approval

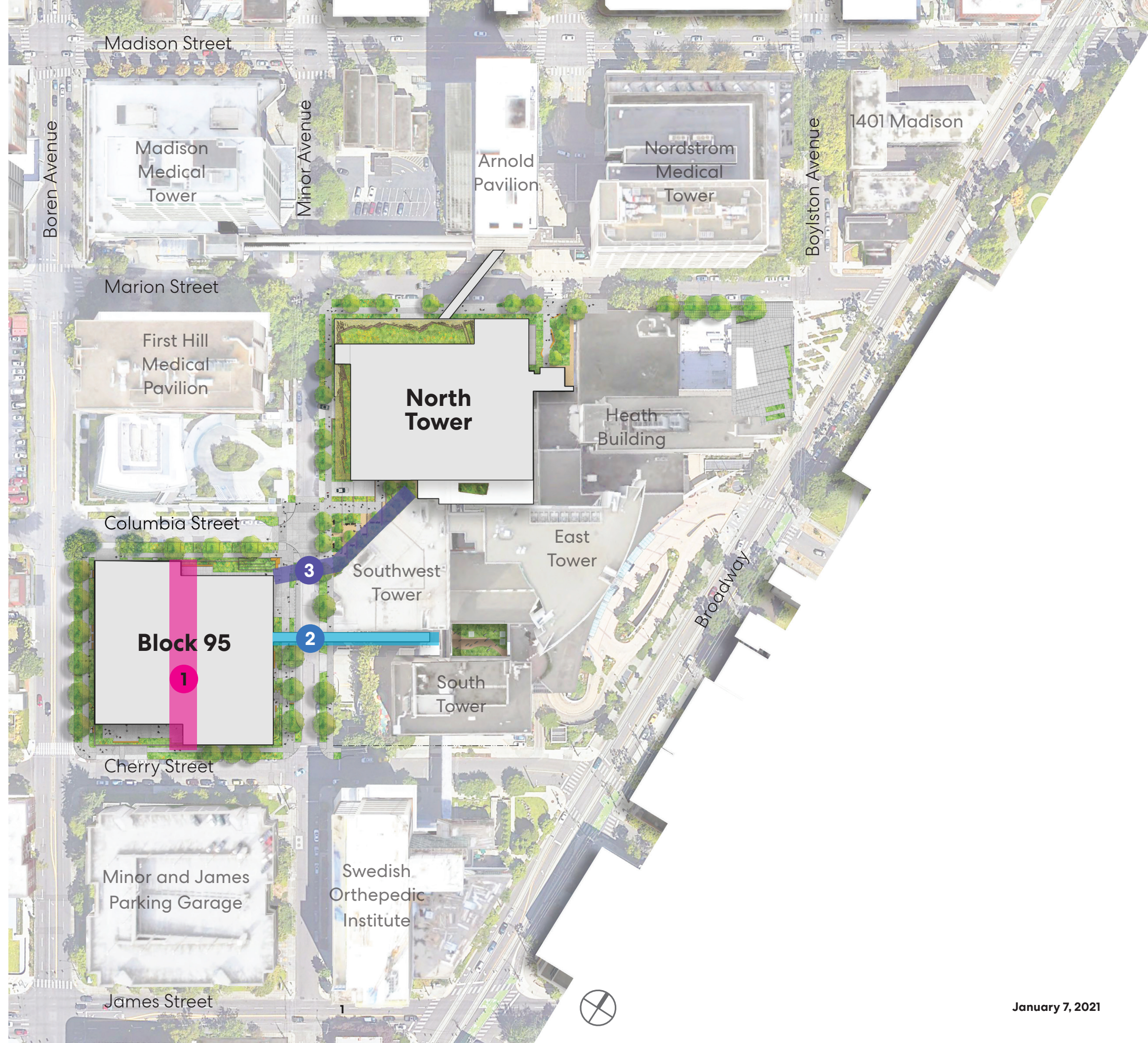
cc: Lish Witson, Council Central Staff
Beverly Barnett, SDOT
Moir Gray, SDOT
Amy Gray, SDOT

Diagram of Swedish First Hill Medical Center

Swedish First Hill Campus

SDOT PETITIONS

- 1 Block 95 Alley Vacation
- 2 Minor Avenue Skybridge
- 3 Minor Avenue Tunnel



Alley Vacation Conceptual Approval

**IN THE MATTER OF THE PETITION OF SWEDISH HEALTH SERVICES FOR THE
VACATION OF THE ALLEY IN BLOCK 95, TERRY'S SECOND
ADDITION, WITHIN CITY COUNCIL DISTRICT 3, IN THE BLOCK
BOUNDED BY COLUMBIA STREET, MINOR AVENUE, CHERRY
STREET, AND BOREN AVENUE**

CLERK FILE 314304

The City Council hereby grants approval of the petition from Swedish Health Services, ("Swedish", "SHS" or "Petitioner") for the vacation of the Alley in Block 95, within City Council District 3, in the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue described as:

The alley lying within Block 95, Terry's Second Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, Page 87, Records of King County, Washington; Containing an area of 3,841 square feet or 0.0882 Acres, more or less; Situate in the City of Seattle, King County, Washington

The street proposed for vacation includes approximately 3,841square feet of right-of-way.

The vacation is granted upon the Petitioner meeting the following conditions. The Petitioner shall demonstrate that all conditions imposed on the vacation by the City Council have been satisfied: all utility work relating to the vacation including easements or other agreements is completed; all public benefit elements have been provided; any other agreements or easements have been completed and recorded as necessary; and all fees paid, prior to the passage of the street vacation ordinance.

1. The vacation is granted to allow the Petitioner to build a project substantially in conformity with the project presented to the City Council and for no other purpose. The project must be substantially in conformity with the proposal reviewed by the Sustainability & Transportation Committee in August of 2016.
2. All street improvements shall be designed to City standards, as modified by these conditions to implement the Public Benefit requirements, and be reviewed and approved by the Seattle Department of Transportation; elements of the street improvement plan and required street improvements to be reviewed include:

Street improvement plan showing sidewalks, street trees, bike racks, street furniture, lighting, art or artist-made elements, and landscaping around the site and the off-site public benefit features, including but not limited to, these specific elements;

- Marion to Madison sidewalk and plantings;
 - Minor & Seneca curb bulbs, sidewalks, furnishings & plantings;
 - University & Summit traffic circle;
 - Boylston & Seneca curbs bulbs, sidewalk, furnishings, & plantings;
 - Boylston & Marion curb bulbs & sidewalk;
 - Broadway Avenue plantings;
 - Wayfinding signs and street tree replacement;
 - Public art in the ROW along the First Hill Mile;
 - Columbia & Cherry expanded and enhanced pedestrian streetscape;
 - Pedestrian controlled signal at Boren & Cherry; and
 - Pedestrian controlled signal at Minor & James.
3. The utility issues shall be resolved to the full satisfaction of the affected utility prior to the approval of the final vacation ordinance. Prior to the commencement of any development activity on the site, the Petitioner shall work with the affected utilities and provide for the protection of the utility facilities. This may include easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense of the Petitioner. Utilities impacted may include:
- Seattle City Light;
 - Seattle Public Utilities;
 - Puget Sound Energy; and
 - CenturyLink Communications.
4. It is expected that development activity will commence within approximately 2 years of this approval and that development activity will be completed within 5 years. In order to insure timely compliance with the conditions imposed by the City Council, the Petitioner shall provide the Seattle Department of Transportation with Quarterly Reports, following Council approval of the vacation, providing an update on the development activity, schedule, and progress on meeting the conditions. The Petitioner shall not request or be issued a Final Certificate of Occupancy (C of O) until SDOT has determined that all conditions have been satisfied and all fees have been paid as applicable.
5. Access to the buildings for vehicle parking, services, bicycles, and patient drop-off shall be provided as follows, changes to this proposal shall require the review of SDOT: three access points will be allowed; two driveways on Cherry Street with one providing an in/out driveway to the parking garage and one providing an entry to the truck loading dock; one exit-only driveway on Columbia Street will be allowed for freight vehicles exiting the parking garage.

6. In addition to the conditions imposed through the vacation process, the project, as it proceeds through the permitting process, is subject to SEPA review and to conditioning pursuant to various City codes and through regulatory review processes including SEPA.
7. The Petitioner is a health care facility, for which maintaining a healing environment is paramount. In the context of maintaining the healing environment, free speech activities such as hand billing, signature gathering, and holding signs, all without obstructing access to the space, the building, or other adjacent amenity features, and without unreasonably interfering with the enjoyment of the space by others, shall be allowed within the vacation public benefit features; however, the Petitioner shall retain the right to preclude any such activities in the event they interfere with the provision of healthcare services in a healing environment. Members of the public may be asked to leave for conduct that unreasonably interferes with the enjoyment of the space by others or unreasonably interferes with the provision of healthcare services in a healing environment that includes but is not limited to, activities that create noise that interferes with patients' rest and recovery, and interfere with access to care including emergency care and physician services. Signage clearly identifying public access and allowed free speech activities is required at the public open space elements and shall require the review and approval of SDOT Street Vacations. Signage shall be consistent with signage provided for public amenity space, if any, on the site. Any violation of these conditions will be enforced through Chapter 15.90 of the Seattle Municipal Code.
8. The Petitioner shall develop and maintain the public benefit elements as defined by the City Council. A Property Use and Development Agreement (PUDA) or other binding mechanism shall be required to ensure that the public benefit elements remain open and accessible to the public 24 hours per day, with temporary closures permitted for reasons such as maintenance, safety, or private functions and to outline future maintenance obligations of the improvements. Signage shall be provided as described in Condition 7. The final design of the public benefit elements shall require the review and approval of SDOT Street Vacations. SDOT may request additional review by the Design Commission of the implementation of the public benefit elements or the pedestrian enhancements, as necessary. Public benefit elements in the right-of-way require additional SIP review, street use permits and indemnification; public and private areas must be clearly distinguished and markers in the sidewalk shall be required. The public benefit requirements include the following features as well as

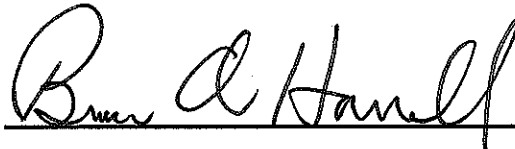
corresponding development standards, including approximate square footage dimensions, which shall be outlined in the PUDA:

Block 95 Alley Vacation Proposal

PUBLIC BENEFIT	DESCRIPTION	QUANTITY	ESTIMATED COST
1 First Hill Mile	Sidewalk & pedestrian crossing improvements <ul style="list-style-type: none"> • Marion to Madison sidewalk and plantings • Minor & Seneca curb bulbs, sidewalk, furnishings and plantings • University & Summit traffic circle • Boylston & Seneca curb bulbs, sidewalk, furnishings and plantings • Boylston & Spring traffic circle • Boylston & Marion curb bulbs and sidewalk • Broadway Avenue plantings Wayfinding signs Street tree replacements	4,800 SF 2,650 SF 925 SF 3,870 SF 1,130 SF 2,715 SF 830 SF 11 39	\$1,300,000
2 First Hill Park Contribution	Contribution toward improvements to First Hill Park	\$500,000	
3 Public Art	Public art in the ROW along the First Hill Mile	\$300,000	
4 Minor Avenue Voluntary Setback	Setback along Minor Avenue	1,700 SF	\$125,000
5 Boren Avenue Voluntary Setback	Setback along Boren Avenue	1,200 SF	\$90,000
6 Columbia St. Row Improvements	Expanded and enhanced pedestrian streetscape	980 SF	\$40,000
7 Cherry St. Row Improvements	Expanded and enhanced pedestrian streetscape	560 SF	\$70,000

8 Pedestrian Controlled Signal	Pedestrian controlled signal at Boren & Cherry	1	\$200,000
9 Pedestrian Controlled Signal	Pedestrian controlled signal at Minor & James	1	\$200,000
TOTAL			\$2,825,000

Signed by me in open session this 8th day of August, 2016.



President _____ of the City Council

Skybridge Ordinance/Term Permit



SEATTLE CITY COUNCIL

Legislative Summary

CB 118796

Record No.: CB 118796

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125142

In Control: City Clerk

File Created: 08/08/2016

Final Action: 09/29/2016

Title: AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: Yes No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/23/2016	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	08/23/2016	sent for review	Council President's Office			
	Action Text:	The Council Bill (CB) was sent for review. to the Council President's Office					
	Notes:						
1	Council President's Office	09/01/2016	sent for review	Sustainability and Transportation Committee			
	Action Text:	The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee					
	Notes:						
1	Full Council	09/12/2016	referred	Sustainability and Transportation Committee			

CITY OF SEATTLE

ORDINANCE 125142

COUNCIL BILL 118796

AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Swedish Health Services (“Swedish”) has applied for permission to construct, maintain, and operate a pedestrian skybridge over and across Minor Avenue, between Columbia Street and Cherry Street; and

WHEREAS, the new skybridge will provide a connection for patients, staff, physicians, and visitors from the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue (“Block 95”) to the existing South Tower on the corner of Minor Street and Cherry Street, and the skybridge will also provide a connection for sensitive hospital equipment between the two buildings; and

WHEREAS, the Seattle Design Commission recommended approval of the proposed skybridge and public benefit mitigation elements, including a garden located at the intersection of Minor Avenue and Columbia Street, curated public art for the garden, an art element on the skybridge, intersection and sidewalk improvements at Minor Avenue and Columbia Street, and right-of-way improvements along Minor Avenue between Cherry Street and Columbia Street, including new paving, curbs, sidewalk, curb ramps, landscaping, and pedestrian-scale lighting. The Seattle Design Commission placed as a condition on the recommendation that Swedish Health Services include Seattle Design Commission

1 members on the Swedish Public Art Advisory Committee's review of artist proposals for
2 the skybridge; and

3 WHEREAS, Swedish Health Services petitioned the Seattle City Council to vacate the alley on
4 the block between Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue,
5 under Clerk File 314304, to consolidate all of the parcels on this block and allow for the
6 construction of a central support facility and medical office tower; and

7 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
8 pedestrian skybridge to legally occupy a portion of the right-of-way over and across
9 Minor Avenue between Columbia Street and Cherry Street; NOW, THEREFORE,

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

11 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of
12 Seattle ("City") grants permission (also referred to in this ordinance as a permit) to Swedish
13 Health Services, and its successors and assigns as approved by the Director of the Seattle
14 Department of Transportation ("Director") according to Section 14 of this ordinance (the party
15 named above and each such approved successor and assign are referred to as "Permittee"), to
16 construct, maintain, and operate a pedestrian skybridge, including all related appurtenances
17 ("pedestrian skybridge") over and across Minor Avenue, between Columbia Street and Cherry
18 Street, adjacent in whole or in part to the property legally described as:

19 PARCEL 12

20 LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 95, TERRY'S SECOND ADDITION TO
21 THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN
22 VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON.

23 PARCEL 13

24 LOTS 6 AND 7, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF
25 SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
26 PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

1 PARCEL 14
2 LOT 8, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE,
3 ACCORDED TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87,
4 IN KING COUNTY, WASHINGTON.

5 TOGETHER WITH:
6 BLOCK 95, TERRY'S SECOND ADDITION TO THE CITY OF SEATTLE,
7 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87,
8 RECORDS OF KING COUNTY, WASHINGTON; CONTAINING AN AREA OF 3,841
9 SQUARE FEET OR .0882 ACRES, MORE OR LESS; SITUATE IN THE CITY OF
10 SEATTLE, KING COUNTY, WASHINGTON.

11 PARCEL 1
12 LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 120, A.A. DENNY'S BROADWAY
13 ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF
14 RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON.

15 TOGETHER WITH VACATED ALLEY IN SAID BLOCK 120, AS DESCRIBED AND
16 VACATED UNDER ORDINANCE NUMBER 53208 IN THE CITY OF SEATTLE;

17 AND TOGETHER WITH THE SOUTHWESTERLY HALF OF VACATED SUMMIT
18 AVE ADJACENT TO SAID BLOCK, LYING SOUTHEASTERLY OF THE SOUTHEAST
19 LINE OF COLUMBIA STREET, AS DESCRIBED AND VACATED UNDER ORDINANCE
20 NUMBER 89570 OF THE CITY OF SEATTLE;

21 AND THAT PORTION OF COLUMBIA STREET AND OF SUMMIT AVENUE AS
22 VACATED UNDER ORDINANCE NUMBER 101585 OF THE CITY OF SEATTLE, AND
23 DESCRIBED AS FOLLOWS:

24 BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK 8, BLOCK 131,
25 A.A. DENNY'S BROADWAY ADDITION, ACCORDING TO THE PLAT THEREOF
26 RECORDED IN VOLUME 6 OF PLATE, PAGE 40, IN KING COUNTY, WASHINGTON;
27 THENCE SOUTH 59°22'43" WEST ALONG THE NORTHWESTERLY LINE OF
28 COLUMBIA STREET TO THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 120,
29 SAID ADDITION; THENCE SOUTH 30°35'29" EAST ALONG THE PRODUCTION OF THE
30 SOUTHWESTERLY LINE OF SAID LOT, 66 FEET TO THE MOST WESTERLY CORNER
31 OF BLOCK 101, TERRY'S SECOND ADDITION, ACCORDING TO THE PLAT THEREOF
32 RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;
33 THENCE NORTH 59°22'43" EAST ALONG NORTHWESTERLY LINE OF SAID BLOCK
34 TO THE MOST NORTHERLY CORNER THEREOF, THENCE NORTH 30°37'02" WEST
35 ALONG THE PRODUCTION OF THE NORTHEASTERLY LINE OF SAID BLOCK 1.012
36 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHERLY, AND
37 NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 66
38 FEET, A DISTANCE OF 103.66 FEET TO A POINT OF TANGENCY ON THE
39 NORTHWESTERLY LINE OF COLUMBIA STREET, SAID POINT BEING THE
40 BEGINNING;

1 LOTS 1, 2, 3, AND 4, BLOCK 101, TERRY'S SECOND ADDITION TO THE TOWN
2 OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF
3 PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;

4 TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS IN BLOCK
5 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 5956 OF THE
6 CITY OF SEATTLE;

7 EXCEPT THAT PORTION OF SAID LOTS 3 AND 4 AND VACATED ALLEY
8 CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING
9 NUMBER 7211170618;

10 TOGETHER WITH THE NORTHWESTERLY HALF OF VACATED PUBLIC
11 WALKWAY IN SAID BLOCK 101, AS DESCRIBED AND VACATED UNDER
12 ORDINANCE NUMBER 110712 OF THE CITY OF SEATTLE

13 for the purposes of providing a pedestrian connection for patients, staff, physicians, visitors, and
14 the movement-sensitive hospital equipment between the existing South Tower and the new
15 building at Block 95.

16 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
17 on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.
18 Upon written application made by the Permittee at least 180 days before expiration of the term,
19 the Director or the City Council may renew the permit twice, each time for a successive ten-year
20 term, subject to the right of the City to require the removal of the pedestrian skybridge or to
21 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.
22 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee
23 shall submit any application for a new permission no later than 180 days prior to the expiration
24 of the then-existing term.

25 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
26 bearing the expense of any protection, support, or relocation of existing utilities deemed
27 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
28 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of

1 the pedestrian skybridge and for any consequential damages that may result from any damage to
2 utilities or interruption in service caused by any of the foregoing.

3 Section 4. **Removal for public use or for cause.** The permission granted is subject to use
4 of the street right-of-way or other public place (collectively, “public place”) by the City and the
5 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
6 the right to deny renewal of or terminate the permission at any time prior to expiration of the
7 initial term or any renewal term, and require the Permittee to remove the pedestrian skybridge, or
8 any part thereof or installation on the public place, at the Permittee’s sole cost and expense, in
9 the event that:

10 (a) the City Council determines by ordinance that the space occupied by the
11 pedestrian skybridge is necessary for any public use or benefit or that the pedestrian skybridge
12 interferes with any public use or benefit; or

13 (b) the Director determines that use of the pedestrian skybridge has been abandoned;
14 or

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

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

22 Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is
23 not renewed at the expiration of a term, or if the permission expires without an application for a

1 new permission being granted, or if the City terminates the permission, then within 90 days after
2 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
3 or order requiring removal of the pedestrian skybridge, the Permittee shall, at its own expense,
4 remove the pedestrian skybridge and all of the Permittee's equipment and property from the
5 public place and replace and restore all portions of the public place that may have been disturbed
6 for any part of the pedestrian skybridge in as good condition for public use as existed prior to
7 construction of the pedestrian skybridge and in at least as good condition in all respects as the
8 abutting portions of the public place as required by Seattle Department of Transportation
9 (SDOT) right-of-way restoration standards.

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

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

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

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

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

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

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

14 (a) the existence, condition, construction, reconstruction, modification, maintenance,
15 operation, use, or removal of the pedestrian skybridge or any portion thereof, or the use,
16 occupation, or restoration of the public place or any portion thereof by the Permittee or any other
17 person or entity;

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

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

1 If any suit, action, or claim of the nature described above is filed, instituted, or begun
2 against the City, the Permittee shall upon notice from the City defend the City, with counsel
3 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
4 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
5 within 90 days after the action or suit has been finally determined, if determined adversely to the
6 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
7 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
8 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
9 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
10 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
11 contractors, or employees.

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

- 18 (a) construction, reconstruction, modification, operation, maintenance, use, existence,
19 or removal of the pedestrian skybridge or any portion thereof, as well as restoration of any
20 disturbed areas of the public place in connection with removal of the pedestrian skybridge;
- 21 (b) the Permittee's activity upon or the use or occupation of the public place
22 described in Section 1 of this ordinance; and

1 (c) claims and risks in connection with activities performed by the Permittee by
2 virtue of the permission granted by this ordinance.

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

9 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General
10 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises
11 Operation; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City
12 of Seattle, its officers, officials, employees, and agents" as additional insureds for primary and
13 non-contributory limits of liability subject to a Separation of Insureds clause.

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

20 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
21 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
22 approved in writing by the City's Risk Manager. The letter of certification must provide all
23 information required by the City's Risk Manager and document, to the satisfaction of the City's

1 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
2 force. After a self-insurance certification is approved, the City may from time to time
3 subsequently require updated or additional information. The approved self-insured Permittee
4 must provide 30 days' prior notice of any cancellation or material adverse financial condition of
5 its self-insurance program. The City may at any time revoke approval of self-insurance and
6 require the Permittee to obtain and maintain insurance as specified in this ordinance.

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

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

17 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
18 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
19 executed by a surety company authorized and qualified to do business in the State of Washington
20 that is: in the amount of \$205,000, and conditioned with a requirement that the Permittee shall
21 comply with every provision of this ordinance and with every order the Director issues under this
22 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
23 a certification that the Permittee has fulfilled its removal and restoration obligations under

1 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
2 consultation with the City Attorney's Office may be substituted for the bond. In the event that
3 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
4 maintain in effect the bond or letter of credit required under this section until the Director has
5 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

12 Section 14. **Consent for and conditions of assignment or transfer.** The permission
13 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the
14 Permittee transfer, assign, mortgage, pledge, or encumber the same without the Director's
15 consent, which the Director shall not unreasonably refuse. The Director may approve assignment
16 or transfer of the permission granted by this ordinance to a successor entity only if the successor
17 or assignee has accepted in writing all of the terms and conditions of the permission granted by
18 this ordinance; has provided, at the time of the acceptance, the bond and certification of
19 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of
20 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
21 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
22 assigns. Any person or entity seeking approval for an assignment or transfer of the permission

1 granted by this ordinance shall provide the Director with a description of the current and
2 anticipated use of the pedestrian skybridge.

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

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

- 13 (a) describes the physical dimensions and condition of all load-bearing elements;
- 14 (b) describes any damages or possible repairs to any element of the pedestrian
15 skybridge;
- 16 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
- 17 (d) is stamped by a professional structural engineer licensed in the State of
18 Washington.

19 A report meeting the foregoing requirements shall be submitted within 60 days after the
20 effective date of this ordinance; subsequent reports shall be submitted every two years, within 30
21 days prior to the anniversary date of the last inspection report. In the event of a natural disaster or
22 other event that may have damaged the pedestrian skybridge, the Director may require that
23 additional reports be submitted by a date established by the Director. The Permittee has the duty

1 of inspecting and maintaining the pedestrian skybridge. The responsibility to submit structural
2 inspection reports required by the Director does not waive or alter any of the Permittee's other
3 obligations under this ordinance. The receipt of any reports by the Director shall not create any
4 duties on the part of the Director. Any failure by the Director to require a report, or to require
5 action after receipt of any report, shall not waive or limit the obligations of the Permittee.

6 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually
7 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the
8 Director, an annual fee of \$13,474.93 or as adjusted annually thereafter, for the privileges
9 granted by this ordinance.

10 Adjustments to the annual fee shall be made in accordance with a term permit fee
11 schedule adopted by the City Council and may be made every year. In the absence of a schedule,
12 the Director may only increase or decrease the previous year's fee to reflect any inflationary
13 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by
14 adjusting the previous year's fee by the percentage change between the two most recent year-end
15 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All
16 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
17 City Finance Director for credit to the Transportation Operating Fund.

18 Section 18. **Compliance with other laws.** Permittee shall construct, maintain, and
19 operate the pedestrian skybridge in compliance with all applicable federal, state, County, and
20 City laws and regulations. Without limitation, in all matters pertaining to the skybridge, the
21 Permittee shall comply with the City's laws prohibiting discrimination in employment and
22 contracting including the Seattle Fair Employment Practices Ordinance, SMC Chapter 14.04;
23 and the Fair Contracting Practices Code, SMC Chapter 14.10 (or successor provisions).

1 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
2 Director its written signed acceptance of the terms of this ordinance within 60 days after the
3 effective date of this ordinance. The Director shall file the written acceptance with the City
4 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
5 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
6 and forfeited. The Permittee shall not commence construction of the skybridge prior to the
7 Permittee delivering its written signed acceptance of the terms of this ordinance and providing
8 the bond and certificate of insurance coverage required by this ordinance as well as the covenant
9 agreement required by Section 20 of this ordinance.

10 Section 20. **Obligations run with the Property.** The obligations and conditions imposed
11 on the Permittee by this ordinance are covenants that bind the Permittee's heirs, successors, and
12 assigns regardless of whether the Director has approved an assignment or transfer of the
13 permission granted by this ordinance. The Permittee shall, within 60 days of the effective date of
14 this ordinance, and prior to conveying any interest in the encroachments or improvements that
15 are the subject of this ordinance, deliver to the Director on a form supplied by the Director, a
16 covenant agreement imposing the obligations and conditions in this ordinance, signed and
17 acknowledged by the Permittee, and recorded with the King County Recorder's Office. The
18 Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement
19 shall reference this ordinance by its ordinance number.

20 Section 21. **Public benefit mitigation.** Permittee shall construct the following public
21 benefit mitigation within one year of the effective date of this ordinance:

22 a) A 3,200-square-foot garden located at the intersection of Minor Avenue and
23 Columbia Street;

1 b) Curated outdoor art located in the garden at the intersection of Minor Avenue
2 and Columbia Street;

3 c) Artwork element consistent with the final recommendation of the Swedish
4 Public Art Advisory Committee on the pedestrian skybridge that is visible from the street;

5 d) Intersection and sidewalk improvements at Minor Avenue and Columbia
6 Street, including a partially raised intersection, ADA accessible ramps, and crosswalk striping, to
7 enhance the pedestrian environment; and

8 e) Expanded pedestrian streetscape, including street paving, curb, sidewalk and
9 curb ramps, street trees, plantings, and pedestrian lighting on the east side of Minor Avenue
10 directly in front of the existing emergency department. Implementation of the art public benefit
11 features requires review of the Swedish Public Art Advisory Committee that includes members
12 from the Seattle Design Commission.

13 Section 22. **Section titles.** Section titles are for convenient reference only and do not
14 modify or limit the text of a section.

1 Section 23. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 26th day of September, 2016,
5 and signed by me in open session in authentication of its passage this 26th day of
6 September, 2016.

7 

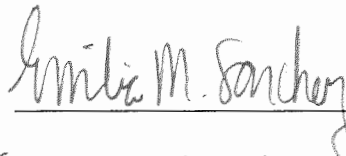
8 President _____ of the City Council

9 Approved by me this 29th day of September, 2016.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 29th day of September, 2016.

13 

14 for Monica Martinez Simmons, City Clerk

15 (Seal)

Skybridge Public Benefits Matrix

PUBLIC BENEFITS MATRIX

PUBLIC BENEFIT	DESCRIPTION	CODE REQUIRED	MIMP REQUIRED	QUANTITY	COST
1 MINOR AVENUE GARDEN	3,200 sf of publicly accessible open space directly adjacent to Minor Avenue <ul style="list-style-type: none"> • 1,500 SF of planting area • 11 LF of seating elements • Landscape pedestrian lighting to 1/2 FC • 8 trees 	None	None	3,200 SF	\$230,000
2 PUBLICLY ACCESSIBLE ART - MINOR AVENUE GARDEN	Curated outdoor sculpture collection located in Minor Avenue Garden	None	None	Art Program Budget	\$150,000
3 PUBLICLY ACCESSIBLE ART - MINOR AVENUE SKYBRIDGE	Work with selected artist on significant artwork element on Minor Avenue Skybridge	None	None	Art Program Budget	\$350,000
4 MINOR AND COLUMBIA INTERSECTION	Intersection and sidewalk improvements to enhance pedestrian safety	None	None	3,400 SF	\$250,000
5 MINOR AVENUE ENHANCED ROW	Expanded pedestrian streetscape, including street paving, curb, sidewalk and curb ramps, street trees, planting, and pedestrian lights	None	None	3,700 SF	\$240,000
TOTAL					\$1,220,000

Tunnel Conceptual Approval



SEATTLE CITY COUNCIL

Legislative Summary

Res 31700

Record No.: Res 31700

Type: Resolution (Res)

Status: Adopted

Version: 1

Ord. no:

In Control: City Clerk

File Created: 07/26/2016

Final Action: 09/29/2016

Title: A RESOLUTION granting conceptual approval to Swedish Health Services to construct and maintain a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street.

Notes:

Filed with City Clerk: 9/29/2016

Mayor's Signature: 9/29/2016

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/09/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text:		The Resolution (Res) was Mayor's leg transmitted to Council. to the City Clerk				
	Notes:						
1	City Clerk	08/09/2016	sent for review	Council President's Office			
	Action Text:		The Resolution (Res) was sent for review. to the Council President's Office				
	Notes:						
1	Council President's Office	08/12/2016	sent for review	Sustainability and Transportation Committee			
	Action Text:		The Resolution (Res) was sent for review. to the Sustainability and Transportation Committee				
	Notes:						
1	Full Council	09/06/2016	referred	Sustainability and Transportation Committee			

- 1 Sustainability and Transportation Committee 09/14/2016 adopt Pass
Action Text: The Committee recommends that Full Council adopt the Resolution (Res).
In Favor: 3 Chair O'Brien, Vice Chair Johnson, Member Sawant
Opposed: 0
- 1 09/19/2016
- 1 Full Council 09/26/2016 adopted Pass
Action Text: The Resolution (Res) was adopted by the following vote, and the President signed the Resolution:
In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 09/28/2016 submitted for Mayor
Mayor's signature
- 1 Mayor 09/29/2016 Signed
Action Text: The Resolution (Res) was Signed.
Notes:
- 1 Mayor 09/29/2016 returned City Clerk
Action Text: The Resolution (Res) was returned. to the City Clerk
Notes:
- 1 City Clerk 09/29/2016 attested by City Clerk
Action Text: The Resolution (Res) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

RESOLUTION 31700

A RESOLUTION granting conceptual approval to Swedish Health Services to construct and maintain a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street.

WHEREAS, Swedish Health Services has applied for permission to construct and maintain a pedestrian tunnel (the “Project”), under and across Minor Avenue, south of Columbia Street and north of Cherry Street; and

WHEREAS, the new pedestrian tunnel will provide a pedestrian connection between the Northwest Tower, the main hospital, and Block 95 for the transport of supplies, food, and waste; and

WHEREAS, in making a recommendation, the Director of the Seattle Department of Transportation (“Director”) considered the submitted plans and application materials for constructing the pedestrian tunnel and recommends that conceptual approval be granted;

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE
MAYOR CONCURRING, THAT:**

Section 1. The City Council finds that the Swedish Minor pedestrian tunnel is in the public interest.

Section 2. As conditions for obtaining permission to construct the Project, Swedish Health Services shall:

(1) Provide engineering plans for additional review and permitting by the Seattle Department of Transportation, which the Director will circulate to other City departments and any public and private utilities affected by the installation of the proposed Project;

1 (2) Provide (i) a surety bond, (ii) covenant agreement, and (iii) public liability insurance
2 naming the City as an additional insured or self-insurance, as approved by the City's Risk
3 Manager;

4 (3) Pay all City permit fees;

5 (4) Obtain all necessary land use or building permits;

6 (5) Maintain and inspect the Project; and

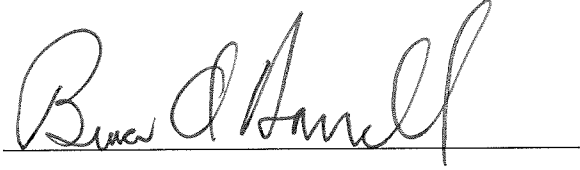
7 (6) Remove the Project and restore the public right-of-way to its original condition upon
8 expiration of the term permit or at the direction of the Director or City Council in accordance
9 with the provisions of the term permit ordinance.

10 Section 3. After this resolution is adopted, the Seattle Department of Transportation
11 (SDOT) will present to the City Council a draft term permit ordinance identifying the conditions
12 under which permission may be granted for the use of the right-of-way. Permission to use the
13 right-of-way is subject to the Council's decision to approve, deny, or modify the draft term
14 permit ordinance presented by the Director.

15 Section 4. As recommended by the Director and the Mayor, conceptual approval for
16 construction of the pedestrian tunnel is GRANTED.

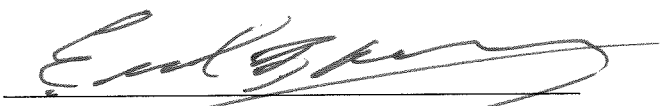
17

1 Adopted by the City Council the 26th day of September, 2016,
2 and signed by me in open session in authentication of its adoption this 26th day of
3 September, 2016.

4 

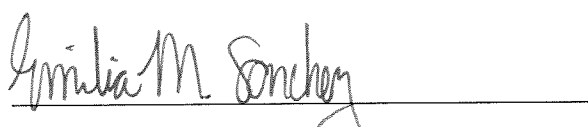
5 President _____ of the City Council

6 The Mayor concurred the 29th day of September, 2016.

7 

8 Edward B. Murray, Mayor

9 Filed by me this 29th day of September, 2016.

10 

11 for Monica Martinez Simmons, City Clerk

12 (Seal)