



SEATTLE CITY COUNCIL

Legislative Summary

CB 119473

Record No.: CB 119473

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125789

In Control: City Clerk

File Created: 02/07/2019

Final Action: 03/15/2019

Title: AN ORDINANCE granting the University of Washington permission to maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

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	02/26/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	02/26/2019	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	02/28/2019	sent for review	Sustainability and Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee						
	Notes:						

Legislative Summary Continued (CB 119473)

1	City Council	03/04/2019	referred	Sustainability and Transportation Committee	
	Action Text: The Council Bill (CB) was referred. to the Sustainability and Transportation Committee				
	Notes:				
1	Sustainability and Transportation Committee	03/05/2019	pass		Pass
	Action Text: The Committee recommends that City Council pass the Council Bill (CB).				
	In Favor: 2 Chair O'Brien, Vice Chair Johnson				
	Opposed: 0				
	Absent(NV): 1 Member Sawant				
1	City Council	03/11/2019	passed		Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:				
	Notes:				
	In Favor: 7 Councilmember Bagshaw, Councilmember González , Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant				
	Opposed: 0				
1	City Clerk	03/14/2019	submitted for Mayor's signature	Mayor	
1	Mayor	03/15/2019	Signed		
1	Mayor	03/15/2019	returned	City Clerk	
1	City Clerk	03/15/2019	attested by City Clerk		
	Action Text: The Ordinance (Ord) was attested by City Clerk.				
	Notes:				

CITY OF SEATTLE

ORDINANCE 125789

COUNCIL BILL 119473

AN ORDINANCE granting the University of Washington permission to maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, the Seattle City Council passed Ordinance 112410 granting approval to the University of Washington to construct, maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast and a vehicular tunnel under and across Northeast Pacific Place at Rainier Vista, for a ten-year term, with two renewable ten-year terms; and

WHEREAS, the vehicular tunnel under and across Northeast Pacific Street at Rainier Vista was removed as part of constructing access to the Link Light Rail University of Washington station on Montlake Boulevard; and

WHEREAS, the University of Washington has applied for permission to continue to maintain and operate the remaining pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast; and

WHEREAS, the pedestrian tunnel provides a pedestrian connection between the University of Washington Medical Center and the Triangle Parking Garage; 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 the University of Washington, and its successors and assigns as approved by the Director of the

1 Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the
2 party named above and each such approved successor and assign is referred to as “Permittee”), to
3 maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of
4 Montlake Boulevard Northeast, adjacent in whole or in part to the property described as 1959
5 Northeast Pacific Street.

6 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
7 on September 18, 2015 and ending at 11:59 p.m. on September 17, 2025. Upon written
8 application made by the Permittee at least 180 days before expiration of the term, the Director or
9 the City Council may renew the permit twice, each time for a successive ten-year term, subject to
10 the right of the City to require the removal of the pedestrian tunnel or to revise by ordinance any
11 of the terms and conditions of the permission granted by this ordinance. The total term of the
12 permission, including renewals, shall not exceed 30 years. The Permittee shall submit any
13 application for a new permission no later than 180 days prior to the expiration of the then-
14 existing term.

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

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

1 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
2 term or any renewal term, and require the Permittee to remove the pedestrian tunnel, or any part
3 thereof or installation on the public place, at the Permittee's sole cost and expense in the event
4 that:

5 (a) the City Council determines by ordinance that the space occupied by the
6 pedestrian tunnel is necessary for any public use or benefit or that the pedestrian tunnel
7 interferes with any public use or benefit; or

8 (b) the Director determines that use of the pedestrian tunnel has been abandoned; or

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

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

16 Section 5. **Permittee's obligation to remove and restore.** If the permission granted is
17 not renewed at the expiration of a term, or if the permission expires without an application for a
18 new permission being granted, or if the City terminates the permission, then within 90 days after
19 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
20 or order requiring removal of the pedestrian tunnel, the Permittee shall, at its own expense,
21 remove the pedestrian tunnel and all of the Permittee's equipment and property from the public
22 place and replace and restore all portions of the public place that may have been disturbed for
23 any part of the pedestrian tunnel in as good condition for public use as existed prior to

1 construction of the pedestrian tunnel and in at least as good condition in all respects as the
2 abutting portions of the public place as required by Seattle Department of Transportation
3 (SDOT) right-of-way restoration standards.

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

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

17 **Section 6. Repair or reconstruction.** The pedestrian tunnel shall remain the exclusive
18 responsibility of the Permittee and the Permittee shall maintain the pedestrian tunnel in good and
19 safe condition for the protection of the public. The Permittee shall not reconstruct or repair the
20 pedestrian tunnel except in strict accordance with plans and specifications approved by the
21 Director. The Director may, in the Director's judgment, order the pedestrian tunnel reconstructed
22 or repaired at the Permittee's cost and expense because of: the deterioration or unsafe condition

1 of the pedestrian tunnel; the installation, construction, reconstruction, maintenance, operation, or
2 repair of any municipally-owned public utilities; or for any other cause.

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

9 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
10 permission granted, or closure or removal of the pedestrian tunnel, the Permittee shall remain
11 bound by all of its obligations under this ordinance until the Director has issued a certification
12 that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this
13 ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be
14 bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid
15 fees assessed under Section 17 of this ordinance.

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

22 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
23 officials, officers, employees, and agents from and against all claims, actions, suits, liability,

1 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
2 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
3 or be suffered by any person or property including, without limitation, damage, death or injury to
4 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
5 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

6 (a) the existence, condition, construction, reconstruction, modification, maintenance,
7 operation, use, or removal of the pedestrian tunnel or any portion thereof, or the use, occupation,
8 or restoration of the public place or any portion thereof by the Permittee or any other person or
9 entity;

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

12 (c) the Permittee failing or refusing to strictly comply with every provision of this
13 ordinance; or arising out of or by reason of the pedestrian tunnel or this ordinance in any other
14 way.

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

1 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
2 contractors, or employees.

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

9 (a) Construction, reconstruction, modification, operation, maintenance, use, existence, or
10 removal of the pedestrian tunnel or any portion thereof, as well as restoration of any
11 disturbed areas of the public place in connection with removal of the pedestrian
12 tunnel;

13 (b) The Permittee's activity upon or the use or occupation of the public place described in
14 Section 1 of this ordinance; and

15 (c) Claims and risks in connection with activities performed by the Permittee by virtue of
16 the permission granted by this ordinance.

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

1 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General
2 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises
3 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City
4 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and
5 non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

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

11 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,
12 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
13 executed by a surety company authorized and qualified to do business in the State of Washington
14 that is in the amount of \$140,000 and conditioned with a requirement that the Permittee shall
15 comply with every provision of this ordinance and with every order the Director issues under this
16 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
17 a certification that the Permittee has fulfilled its removal and restoration obligations under
18 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
19 consultation with the City Attorney’s Office may be substituted for the bond. In the event that
20 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
21 maintain in effect the bond or letter of credit required under this section until the Director has
22 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

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

20 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
21 successor provision, pay the City the amounts charged by the City to inspect the pedestrian
22 tunnel during construction, reconstruction, repair, annual safety inspections, and at other times
23 deemed necessary by the City. An inspection or approval of the pedestrian tunnel by the City shall

1 not be construed as a representation, warranty, or assurance to the Permittee or any other person as
2 to the safety, soundness, or condition of the pedestrian tunnel. Any failure by the City to require
3 correction of any defect or condition shall not in any way limit the responsibility or liability of the
4 Permittee.

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

- 7 (a) describes the physical dimensions and condition of all load-bearing elements;
- 8 (b) describes any damages or possible repairs to any element of the pedestrian tunnel;
- 9 (c) prioritizes all repairs and establishes a timeframe for making repairs; and
- 10 (d) is stamped by a professional structural engineer licensed in the State of
11 Washington.

12 A report meeting the foregoing requirements shall be submitted within 60 days after the effective
13 date of this ordinance; subsequent reports shall be submitted every two years, within 30 days
14 prior to the anniversary date of the last inspection report; provided that, in the event of a natural
15 disaster or other event that may have damaged the pedestrian tunnel, the Director may require
16 that additional reports be submitted by a date established by the Director. The Permittee has the
17 duty of inspecting and maintaining the pedestrian tunnel. The responsibility to submit structural
18 inspection reports periodically or as required by the Director does not waive or alter any of the
19 Permittee's other obligations under this ordinance. The receipt of any reports by the Director
20 shall not create any duties on the part of the Director. Any failure by the Director to require a
21 report, or to require action after receipt of any report, shall not waive or limit the obligations of
22 the Permittee.

1 Section 17. **Annual fee.** Beginning on September 18, 2015 and annually thereafter, the
2 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an
3 annual fee of \$1,680, or as adjusted annually thereafter, for the privileges granted by this
4 ordinance.

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

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

19 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
20 Director its written signed acceptance of the terms of this ordinance within 60 days after the
21 effective date of this ordinance. The Director shall file the written acceptance with the City
22 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
23 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed

1 and forfeited and the Permittee shall, at its own expense, remove the pedestrian tunnel and all of
2 the Permittee's equipment and property and replace and restore all portions of the public place as
3 provided in Section 5 of this ordinance.

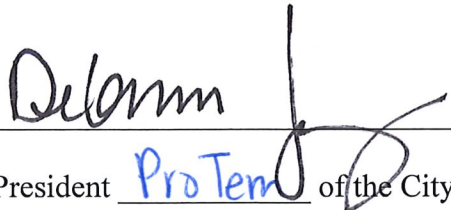
4 **Section 20. Obligations run with the Property.** The obligations and conditions imposed
5 on the Permittee by and through this ordinance are covenants that run with the land and bind
6 subsequent owners of the property adjacent to the pedestrian tunnel and legally described in
7 Section 1 of this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

19 **Section 21. Section titles.** Section titles are for convenient reference only and do not
20 modify or limit the text of a section.

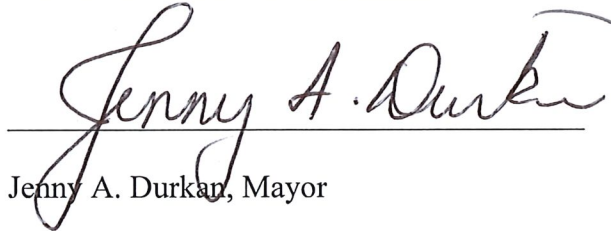
21 **Section 22. Ratify and confirm.** Any act consistent with the authority of this ordinance
22 taken after its passage and prior to its effective date is ratified and confirmed.
23

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

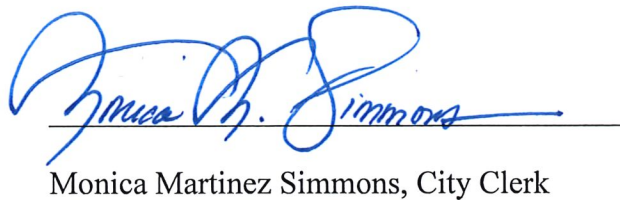
Passed by the City Council the 11th day of March, 2019,
and signed by me in open session in authentication of its passage this 11th day of
March, 2019.


President Pro Tem of the City Council

Approved by me this 15th day of MARCH, 2019.


Jenny A. Durkan, Mayor

Filed by me this 15th day of MARCH, 2019.


Monica Martinez Simmons, City Clerk

(Seal)



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Amy Gray/206-386-4638	Christie Parker/206-684-5211

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting the University of Washington permission to maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation will allow the University of Washington to continue maintaining and operating the existing pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast. The pedestrian tunnel is for a period of ten years, commencing on the expiration of the last term on September 18, 2015. The permit may be extended for two successive 10-year terms. The legislation specifies the conditions under which permission is granted.

The City originally granted permission for the pedestrian tunnel by Ordinance 112410 in August 1985. The ratify and confirm clause is required in order to grant permission for the existing pedestrian tunnel retroactively to September 19, 2015.

2. CAPITAL IMPROVEMENT PROGRAM

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

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ___ Yes **X** No

Appropriation change (\$):	General Fund \$		Other \$	
	2019	2020	2019	2020
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2019	2020	2019	2020
			\$12,720	TBD
Positions affected:	No. of Positions		Total FTE Change	
	2019	2020	2019	2020

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No.

Is there financial cost 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 2015 fee of \$1,680, the 2016 fee of \$2,320, the 2017 fee of \$2,320, the 2018 fee of \$2,400, or the 2019 fee of \$4,000.

3.d. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

3.e. 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	2019 Revenue	2020 Estimated Revenue
Transportation Fund	SDOT	Annual Fee	2015 fee: \$1,680 2016 fee: \$2,320 2017 fee: \$2,320 2018 fee: \$2,400 2019 fee: \$4,000	TBD
TOTAL			\$12,720	TBD

Is this change one-time or ongoing?

On-going

Revenue/Reimbursement Notes:

3.f. Positions

☐ This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

- c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**

No.

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

No.

- e. Does this legislation affect a piece of property?**

Yes, the University of Washington location as legally described in Section 1 of the Council Bill.

- f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**

There are no perceived implications for the principles of the Race and Social Justice Initiative. This legislation does not impact vulnerable or historically disadvantaged communities.

- g. 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).**

N/A

List attachments/exhibits below:

Summary Attachment A – University of Washington Pedestrian Tunnel Area Map

Summary Attachment B – University of Washington Pedestrian Tunnel Photo

Summary Attachment C – University of Washington Pedestrian Tunnel Annual Fee Assessment

STATE OF WASHINGTON -- KING COUNTY

--SS.

372009

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:125785-789 TITLE ONLY

was published on

03/28/19

The amount of the fee charged for the foregoing publication is the sum of \$106.09.



Subscribed and sworn to before me on

03/28/2019

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on March 11, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125785

Council Bill 119474

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125786

Council Bill 119460

AN ORDINANCE relating to the 2008 Parks and Green Spaces Levy; utilizing the resources provided by the taxpayers within the Development Category Inflation Adjustment and the Neighborhood Parks and Playgrounds subcategory; increasing appropriations to the Department of Parks and Recreation in the 2019 Adopted Budget; and amending the 2019-2024 Adopted Capital Improvement Program; all by a three-fourths vote of the City Council.

Ordinance 125787

Council Bill 119466

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acceptance of a gift of a timber pavilion structure from the Seattle Parks Foundation to be installed in Occidental Square Park for public use.

Ordinance 125788

Council Bill 119434

AN ORDINANCE relating to appropriations for the Delridge Multimodal Corridor Project; amending the 2018 Budget (Ordinance 125475), as amended by Ordinance 125635, to lift the proviso on 2018 Mobility-Capital Budget Control Level expenditures.

Ordinance 125789

Council Bill 119473

AN ORDINANCE granting the University of Washington permission to maintain and operate a pedestrian tunnel under and across Northeast Pacific Street, west of Montlake Boulevard Northeast, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, March 28, 2019.

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