

Ordinance No. 123313

Council Bill No. 110804

AN ORDINANCE granting Hammer Company and Clise, Inc. permission to maintain and operate a pedestrian skybridge over the alley between 5th Avenue and 6th Avenue, south of Lenora Street, for a seven-year term; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Related Legislation File:

Date Introduced and Referred: <u>May 17, 2010</u>	To: (committee): <u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>6.1.10</u>	Date Presented to Mayor: <u>6.1.10</u>
Date Signed by Mayor: <u>6.7.10</u>	Date Returned to City Clerk: <u>6.9.10</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text <input type="checkbox"/>	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

Date	Recommendation	Vote
<u>5-25</u>	<u>Pass</u>	<u>3-0 TR, JG, SC</u>

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
<u>6.1.10</u>	<u>Passed</u>	<u>9-0</u>

Law Department

ORDINANCE 123313

1
2 AN ORDINANCE granting Hammer Company and Clise, Inc. permission to maintain and
3 operate a pedestrian skybridge over the alley between 5th Avenue and 6th Avenue, south
4 of Lenora Street, for a seven-year term; specifying the conditions under which this permit
5 is granted; providing for acceptance of the permit and conditions; and ratifying and
6 confirming certain prior acts.

7 WHEREAS, by Ordinance 104686, the City granted United Properties permission to construct,
8 maintain and operate a pedestrian skybridge over the alley between 5th Avenue and 6th
9 Avenue, south of Lenora Street; and

10 WHEREAS, the conditions of Ordinance 104686 were amended by Ordinance 121855 and
11 Resolutions 26855, 27984, 29227, and 30372; and

12 WHEREAS, Resolution 26855 transferred the permission authorized by Ordinance 104686 to
13 maintain and operate the pedestrian skybridge to Hammer Company and Clise, Inc.; and

14 WHEREAS, the permission authorized by Ordinance 104686 was renewed for two successive
15 10-year terms by Resolutions 26855 and 27823 and terminated on June 30, 2005; and

16 WHEREAS, Hammer Company and Clise, Inc. has submitted an application to the Seattle
17 Department of Transportation (SDOT) Director to continue maintaining and operating the
18 pedestrian skybridge and paid annual fees up to June 2009; and

19 WHEREAS, Hammer Company and Clise, Inc. has satisfied all terms of the original authorizing
20 ordinance, paid annual fees up to June 2009, and as required by Chapter 15.64 Seattle
21 Municipal Code (SMC), has submitted the required information; and

22 WHEREAS, SDOT is evaluating the City's skybridge term permit policies and granting a term
23 permit for less than ten years is consistent with SDOT's evaluation time frame while
24 allowing the skybridge to come into permit compliance; and

25 WHEREAS, the SDOT Director (Director) recommends that the term permit be approved subject
26 to the terms identified in this ordinance; NOW, THEREFORE,

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

28 Section 1. **Permission.** Subject to the terms of this ordinance, permission is granted to
Hammer Company and Clise, Inc. (Permittee) and its successors and assigns, to maintain and
operate a pedestrian skybridge and existing private utilities (skybridge) over the alley between 5th



1 Avenue and 6th Avenue, south of Lenora Street, in Block 15, Heir's of Sarah A. Bell's Addition
2 to the City of Seattle, between the properties known as King County parcel numbers 0659000905
3 and 0659000930, for the purpose of providing pedestrian travel and private utility connections
4 over the alley.

5 Section 2. **Term.** The permission granted to the Permittee and its successors and
6 assigns, shall be for a term of seven years starting July 1, 2005, and ending at 11:59 p.m. on June
7 30, 2012. The total term of the permission as originally granted shall not exceed seven years,
8 subject to the right of the City of Seattle (City) to terminate the permit as provided for in Section
9 4, require removal as provided for in Section 5, and revise by ordinance any of the conditions of
10 this ordinance. The Permittee shall submit a complete application for a new skybridge
11 ordinance. Failure to obtain a new skybridge ordinance or remove the skybridge prior to the
12 expiration of the term may be enforced as provided for in Chapter 15.90 SMC.
13

14 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
15 bearing the expense of any protection, support or relocation of existing utilities deemed necessary
16 by the owners of the utilities and the Permittee being responsible for any subsequent damage to
17 the utilities due to the construction, repair, reconstruction, maintenance, or operation of the
18 skybridge.
19

20 Section 4. **Removal for public use or for cause.** The permission granted is subject to
21 use of the street right-of-way by the City and the public for travel, utility purposes, and other
22 street uses. The City expressly reserves the right to require the Permittee to remove the
23 skybridge at Permittee's sole cost and expense in the event that:
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1 (a) the City Council determines by ordinance that the space occupied by the skybridge is
2 necessary for any public use or benefit or that the skybridge interferes with any public use
3 or benefit; or

4 (b) the Director determines that any term or condition of this ordinance has been violated and
5 the violation has not been corrected by the Permittee by the compliance date after written
6 request by the City.
7

8 A City Council determination that the space is needed for or interferes with a public use or
9 benefit shall be conclusive and final without any right of the Permittee to resort to the courts to
10 adjudicate the matter.
11

12 Section 5. **Removal requirements.** If the permission granted reaches its termination in
13 seven years and an application for a new permit is not granted or if the City orders removal of the
14 skybridge pursuant to the terms of this ordinance, then within 90 days after the expiration or
15 termination, or prior to the date stated in an Order to Remove, the Permittee shall, at its own
16 expense, remove the skybridge and replace all portions of the street right-of-way that may have
17 been disturbed for any part of the skybridge in as good condition for public use as they were prior
18 to construction of the skybridge and in at least as good condition in all respects as the abutting
19 portions of the right-of-way. The Director shall then issue a certificate discharging the Permittee,
20 or its successor or assign, from responsibility under this ordinance for occurrences after the
21 discharge date.
22
23

24 Section 6. **Repair, reconstruction, readjustment or relocation.** The Permittee shall
25 not reconstruct, relocate, readjust, or repair the skybridge except under the supervision of the
26 Director in strict accordance with plans and specifications approved by the Director. The
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1 Director may, in the Director's judgment, order the skybridge reconstructed, relocated,
2 readjusted, or repaired at the Permittee's own cost and expense because of: the deterioration or
3 unsafe condition of the skybridge or any part thereof or installation thereon; grade separations,
4 the installation, construction, reconstruction, maintenance, operation, or repair of any
5 municipally-owned public utilities; or for any other cause.
6

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

13 **Section 8. Continuing obligation to remove and restore.** Notwithstanding termination
14 or expiration of the permission granted, or closure or removal of the skybridge, the Permittee
15 shall remain bound by its obligation under this ordinance until:
16

- 17 (a) the skybridge and all its equipment and property are removed from the street right-of-
18 way;
19 (b) the area is cleared and restored in a manner and to a condition satisfactory to the Director;
20 and
21 (c) the Director certifies that the Permittee has discharged its obligations under this
22 ordinance.
23

24 Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the
25 Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee
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1 from compliance with all or any of the Permittee's obligations to remove the skybridge and its
2 property and to restore any disturbed areas.

3 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
4 skybridge shall remain the exclusive responsibility of the Permittee, and the Permittee agrees to
5 maintain the skybridge in good and safe condition. The Permittee, by accepting of the terms of
6 this ordinance and the permission granted, releases the City from any and all claims resulting
7 from damage or loss to its own property and covenants and agrees for itself, its successors and
8 assigns, with the City to at all times protect and save harmless the City from all claims, actions,
9 suits, liability, loss, costs, expense, 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, or be suffered
11 by, any person or persons and/or property or properties, including without limitation, damage or
12 injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants and tenants'
13 invitees, licensees or its successors and assigns, by reason of the construction, maintenance,
14 operation or use of the skybridge, or any portion thereof, or by reason of anything that has been
15 done or may at any time be done by the Permittee, its successors or assigns by reason of this
16 ordinance or by reason of the Permittee, its successors or assigns failing or refusing to strictly
17 comply with each and every provision of this ordinance.
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21 If any suit, action or claim be filed, instituted or begun against the City, the Permittee, its
22 successors or assigns shall, upon notice thereof from the City, defend the same at its or their sole
23 cost and expense, and in case judgment shall be rendered against the City in any suit or action,
24 the Permittee, its successors or assigns shall fully satisfy the judgment within 90 days after an
25 action or suit shall have been finally determined, if determined adversely to the City. If it is
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1 determined by a court of competent jurisdiction that Revised Code of Washington (RCW)
2 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result
3 from the concurrent negligence of:

4 (a) the City, its agents, contractors or employees; and

5 (b) the Permittee, its agents, contractors, employees, or its successors or assigns;

6 this indemnity provision shall be valid and enforceable only to the extent of the negligence of the
7 Permittee or the Permittee's agents, contractors, employees or its successors or assigns.
8

9 Section 10. **Insurance.** For as long as the Permittee, its successors or assigns, shall
10 exercise any permission granted by this ordinance and until the skybridge is entirely removed
11 from its location as described in Section 1 or until discharged by order of the Director as
12 provided in Section 5, the Permittee shall obtain and maintain in full force and effect, at its own
13 expense, insurance that protects the City from claims and risks of loss from perils that can be
14 insured against under commercial general liability (CGL) insurance policies in conjunction with:
15

16 (a) construction, reconstruction, operation, maintenance, use or existence of the skybridge
17 permitted by this ordinance and of any and all portions of the skybridge;

18 (b) Permittee's activity upon, or the use or occupation of the alley right-of-way between 5th
19 Avenue and 6th Avenue, the area described in Section 1; and

20 (c) claims and risks in connection with any activity performed by the Permittee by virtue of
21 the permission granted by this ordinance.
22

23 Minimum insurance requirements are CGL insurance based on the Insurance Services Office
24 (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an
25 insurer admitted and licensed to conduct business in Washington State or with a surplus lines
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1 carrier pursuant to Chapter 48.15 RCW, except that if it is infeasible to obtain coverage with a
2 required insurer, the City may approve an alternative insurer.

3 Minimum limits of liability shall be \$2,000,000 each occurrence combined single limit
4 bodily injury and property damage, with \$4,000,000 annual aggregate. Coverage shall name the
5 "City of Seattle, its elected and appointed officers, officials, employees and agents" as additional
6 insureds for primary and non-contributory limits of liability subject to a Separation of Insureds
7 clause.
8

9 Permittee shall provide to the City, or cause to be provided, certification of insurance
10 coverage consisting of the CGL declarations page, schedule of forms and endorsements, and
11 blanket or additional insured policy provision per the ISO CG 20 12 or equivalent. The insurance
12 coverage certification shall be delivered or sent to the Director or to the department and address
13 as the Director may specify, from time to time, in writing.
14

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

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

11 Section 12. **Performance bond.** Within 60 days after the effective date of this
12 ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient
13 bond in the sum of \$35,000.00 executed by a surety company authorized and qualified to do
14 business in the State of Washington, conditioned that the Permittee will comply with each and
15 every provision of this ordinance and with each and every order of the Director issued under this
16 ordinance. The Permittee shall ensure that the bond shall remain in effect until the skybridge is
17 entirely removed from its location as described in Section 1, or until the Permittee is discharged
18 by order of the Director as provided in Section 5. An irrevocable letter of credit approved by the
19 City Risk Manager may be substituted for the bond.
20
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22 Section 13. **Adjustment of insurance and bond requirements.** The Director, in
23 consultation with the City Risk Manager, may adjust minimum levels of liability insurance and
24 surety bond requirements during the term of this permission. If the Director and Risk Manager
25 determine that an adjustment is necessary to fully protect the interests of the City, the Director
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1 shall notify the Permittee of the new requirements in writing. Upon receipt, the Permittee shall
2 within 60 days, provide proof of the adjusted insurance and surety bond levels to the Director.

3 Section 14. **Consent for and conditions of assignment or transfer.** The right,
4 privilege and authority granted shall not be assignable or transferable by operation of law; nor
5 shall the Permittee, its successors or assigns transfer, assign, mortgage, pledge, or encumber the
6 same without the Director's consent, which the Director shall not unreasonably refuse. The
7 Director may approve assignment and/or transferal of the permit to a successor entity in the case
8 of a change of name and/or ownership if the successor or assignee has demonstrated its
9 acceptance of all of the terms of the permission provided by this ordinance.
10

11 Section 15. **Inspection fees.** The Permittee, its successors and assigns shall, as provided
12 by Chapter 15.76 SMC, pay to the City the amounts charged by the City as costs to inspect the
13 skybridge during construction, reconstruction, repair, annual structural inspections, and at other
14 times deemed necessary to ensure the safety of the skybridge.
15

16 Section 16. **Inspection report.** The Permittee, its successors and assigns shall submit to
17 SDOT Roadway Structures Division an inspection report that:
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- 19 (a) describes the physical dimensions and condition of all load bearing elements,
20 (b) describes any damage or possible repairs to any element of the skybridge,
21 (c) prioritizes all repairs and establishes a timeframe for making the repairs, and
22 (d) is stamped by a professional structural engineer licensed in the State of Washington.
23

24 The report shall be submitted within 60 days after the effective date of this ordinance. In the
25 event of a natural disaster or other event that may have damaged the skybridge, the report shall be
26 submitted by the date established by the Director.
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1 Section 17. **Annual fee.** Permittee shall promptly pay to the City, upon statements or
2 invoices issued by the Director, an annual fee for the privileges granted by this ordinance in the
3 amount of \$2,592.00, beginning on July 1, 2009, and adjusted annually thereafter. Adjustments
4 to the annual fee shall be made in accordance with a term permit fee schedule ordinance adopted
5 by the City Council and may be made every year. In the absence of a schedule, the Director may
6 only increase or decrease the previous year's fee to reflect any inflationary changes so as to
7 charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the
8 previous year's fee by the percentage change between the two most recent year-end values
9 available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban
10 Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City
11 Finance Director for credit to the Transportation Operating Fund.
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14 Section 18. **Non-discrimination.** The Permittee shall comply with the City's laws
15 prohibiting discrimination in employment and contracting including, the Seattle Fair
16 Employment Practices Ordinance, Chapter 14.04 SMC, and the Fair Contracting Practices code,
17 Chapter 14.10 SMC.
18

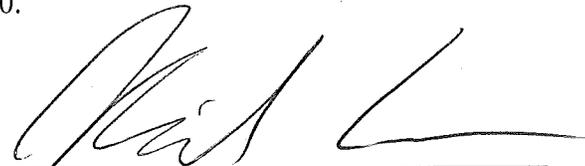
19 Section 19. **Acceptance of terms.** The Permittee shall deliver to the Director its written
20 signed acceptance of the terms of this ordinance within 60 days after the effective date of this
21 ordinance. The Director shall file the written acceptance with the City Clerk. If acceptance is
22 not received within that 60-day period, the privileges conferred by this ordinance shall be deemed
23 declined or abandoned and the permission granted deemed lapsed and forfeited.
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1 Section 20. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to
2 the authority and in compliance with the conditions of this ordinance, but prior to the effective
3 date, is hereby ratified and confirmed.

4 Section 21. This ordinance shall take effect and be in force 30 days from and after its
5 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
6 presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

7 Passed by the City Council the 1st day of June, 2010, and
8 signed by me in open session in authentication of its passage this
9 1st day of June, 2010.

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13 
14 President _____ of the City Council

15 Approved by me this 7th day of June, 2010.

16
17 
18 Michael McGinn, Mayor

19
20 Filed by me this 9th day of June, 2010.

21
22 
23 City Clerk

24 (Seal)



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation	Angela Steel/684-5967	Stephen Barham/733-9084

Legislation Title:

AN ORDINANCE granting Hammer Company and Clise, Inc. permission to maintain and operate a pedestrian skybridge over the alley between 5th Avenue and 6th Avenue, south of Lenora Street, for a seven-year term; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

• **Summary of the Legislation:**

This legislation will allow Hammer Company and Clise, Inc. to continue maintaining and operating the existing skybridge located across the alley between 5th Avenue and 6th Avenue, south of Lenora Street. An area map is attached for reference.

This skybridge permit is for a term of seven years commencing from the expiration of the last term permit on July 1, 2005. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

The Hammer Company and Clise, Inc. is to pay the City of Seattle an annual fee of \$2,592.00 commencing from the last paid annual fee invoice, July 1, 2009, and annually thereafter. Adjustments to the annual fee may be made every year and if so made shall be calculated in accordance with a term permit fee schedule adopted by the City Council by ordinance. In the absence of such a schedule, the Director may only increase or decrease the previous year's fee annually to reflect any inflationary changes so as to charge the fee in constant-dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available of the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted. An Annual Fee Appraisal Summary is attached for reference.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

By Ordinance 104686, the City granted permission to United Properties to construct, maintain, and operate a skybridge across the alley between 5th Avenue and 6th Avenue, south of Lenora Street. Resolution 26855 transferred the permission authorized by Ordinance 104686 to Hammer Company and Clise, Inc. Ordinance 104686 was renewed by Resolutions 26855 and 27823 and the permission authorized by Ordinance 104686 expired on June 30, 2005.



- Please check one of the following:

This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2010 Appropriation	2011 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes: N/A

Anticipated Revenue/Reimbursement: Resulting From This Legislation: This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2010 Revenue	2011 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	\$2,592.00 (2009 fee) + \$2,607.10 (2010 fee w/ .58% CPI)	\$2,607.10+ CPI
TOTAL			\$5,199.10	TBD

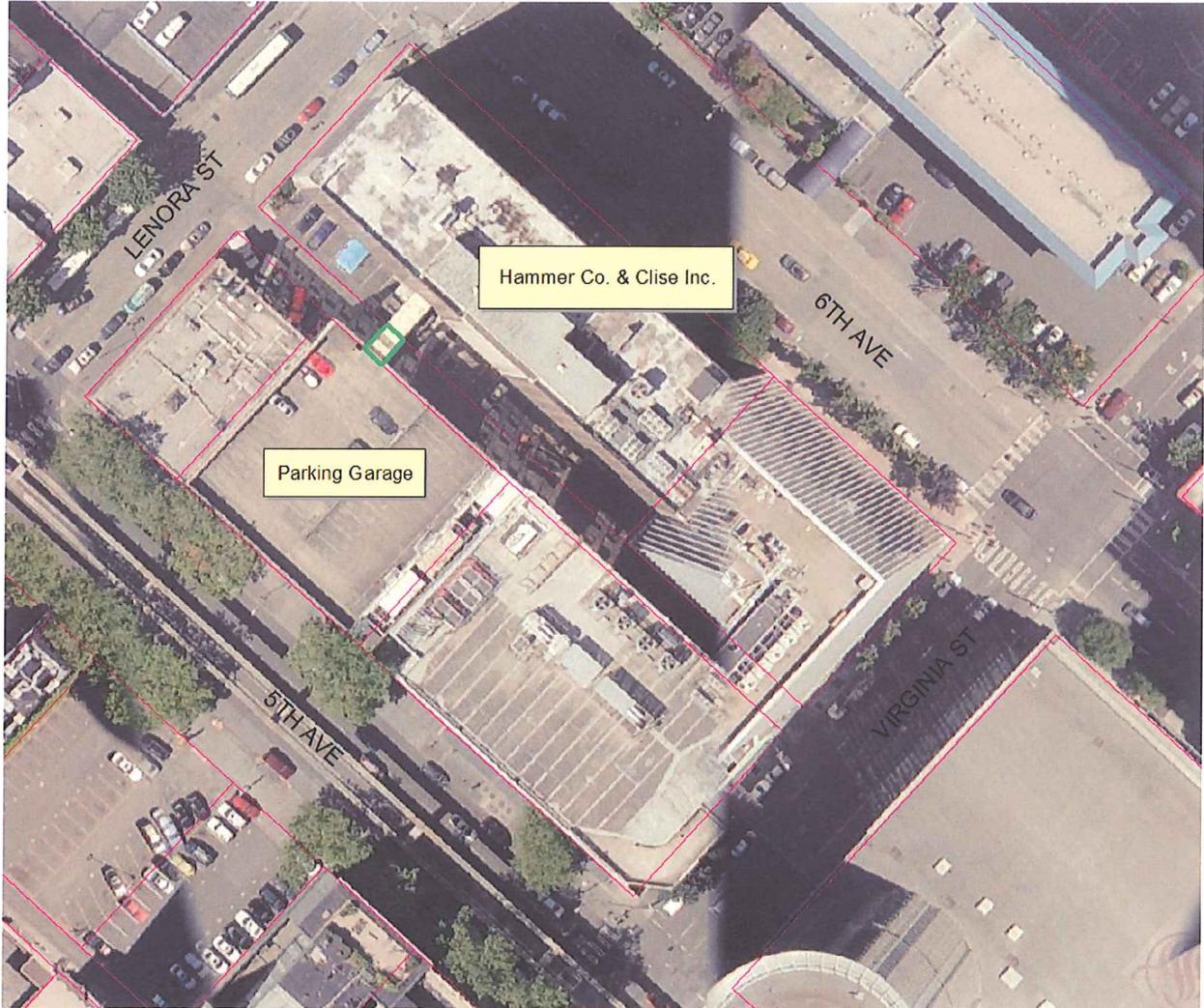
Notes:

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2010 Positions	2010 FTE	2011 Positions*	2011 FTE*



Attachment A – Hammer Co. and Clise Skybridge Area Map



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



Attachment B - Annual Fee Appraisal Summary

STREET USE VALUE ESTIMATE

Date: 8/27/2009
 Prepared by: John Bresnahan Sr. Real Estate Agent

Summary:
Land Value: \$450/SF
First Year Permit Fee:
\$2,592.00

I. Property Description:

That portion of the 16' wide public alley between 5th and 6th Avenues bounded by Virginia Street to the south and Lenora Street to the north lying beneath a skybridge connecting tax parcels 065900-0930 and 065900-0905, measuring approximately 128 square feet (8' skybridge width X 16' alley right-of-way).

II. Applicant:

Clise Inc. and Hammer Co. 2033 6th Ave., Seattle

III. Zoning, Size, Assessed Value:

Parcel 065900-0930 (old United Airlines bldg.)—DOC2-500—25,920 square feet—Assessed \$500/SF (2010)
 Parcel 065900-0905 (parking garage)—DOC2-500—12,960 square feet—Assessed \$500/SF (2010)

IV. Highest and Best Use Analysis:

The highest and best use of this particular public alley right-of-way would be assemblage to the adjoining properties.

V. Sales Data Summary:

	Sale #1	Sale #2	Sale #3	Sale #4
Location	1600 9 th Ave.	1912 4 th Ave.	800 Stewart St.	5 th and Stewart
Sale Price	\$2,000,000	\$10,800,000	\$9,839,000	\$9,000,000
Area SF	7,078	14,400	13,560	12,960
Sale Date	3/2009	4/2006	9/2008	5/2006
Zoning	DOC2-500	DOC2-500	DOC2-500	DOC2-500
Price/SF	\$283	\$750	\$726	\$694
Parcel Number	066000-0860	065900-0410 (multiple)	066000-0625	065900-0455

VI. Notes:

A large adjustment for market conditions would have to be made given the age of the comparable sales in the vicinity with similar use and zoning, as evidenced by sale #1. Sale #1 is very inferior as to utility, location and size, so adjustments would be made upward to account for those. I estimate that the larger parcel would sell for around \$400 per square foot, and the smaller parcel for \$500 per square foot, for a blended value estimated at \$450 per square foot.



VI. Conclusion:

The value of the alley right-of-way under the skybridge is estimated at \$450.00 per square foot, blended. The first year permit fee should be calculated as follows: $(\$450/\text{SF}) \times (128 \text{ SF}) \times (50\%) \times (9\%) = \boxed{\$2,592.00}$, where 50% is the air rights/alienation multiplier and 9% is the rate of return.





City of Seattle

Michael McGinn, Mayor

Office of the Mayor

April 20, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that will grant to Hammer Company and Clise, Inc. a new seven-year permit to maintain and operate an existing pedestrian skybridge over and across the alley between 5th Avenue and 6th Avenue, south of Lenora Street, linking the parking garage and office building.

The term for this skybridge permit will commence from the expiration of the last term permit, July 1, 2005. The Seattle Department of Transportation (SDOT) is currently evaluating the City's skybridge term permit policies and granting a term permit for less than ten years is consistent with SDOT's policy evaluation time frame.

In addition to authorizing a new term, the proposed Bill updates the insurance and bond requirements, amends the annual fee, and specifies the conditions under which authorization is granted.

Thank you for considering this legislation. Should you have questions, please contact Angela Steel at (206) 684-5967.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McGinn".

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mike.mcgin@seattle.gov

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STATE OF WASHINGTON – KING COUNTY

--SS.

256192
CITY OF SEATTLE, CLERKS OFFICE

No.

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.

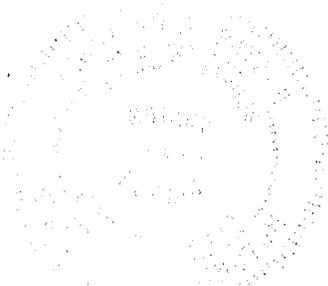
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123312-17 TITLE ONLY

was published on

06/15/10

The amount of the fee charged for the foregoing publication is the sum of \$ 88.73, which amount has been paid in full.



Affidavit of Publication

[Handwritten signature]

Subscribed and sworn to before me on

06/15/10

[Handwritten signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on June 1, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123312

AN ORDINANCE vacating the portion of 2nd Avenue South between South Mead Street and South Fidalgo Street, Commercial Street Steam Motor Addition to the City of Seattle, on the petition of Capital Industries, Inc. (Clerk File 307992).

ORDINANCE NO. 123313

AN ORDINANCE granting Hammer Company and Clise, Inc. permission to maintain and operate a pedestrian skybridge over the alley between 5th Avenue and 6th Avenue, south of Lenora Street, for a seven-year term; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123314

AN ORDINANCE granting Lambda Association of Gamma Phi Beta permission to maintain and operate a pedestrian skybridge over the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th Street, for a four-year term; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123315

AN ORDINANCE granting Theta Chi Fraternity, Inc. permission to maintain and operate a pedestrian skybridge over the alley between 17th Avenue Northeast and 16th Avenue Northeast, south of Northeast 47th Street, for a seven-year term; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123316

AN ORDINANCE granting Macy's Department Stores, Inc. permission to maintain and operate a pedestrian skybridge over 3rd Avenue, between Pine Street and Stewart Street, for a seven-year term; specifying the conditions under which this permit is granted; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123317

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

Publication ordered by the City Clerk
Date of publication in the Seattle Daily
Journal of Commerce, June 15, 2010.
6/15(256192)