Ordinance No. 124197

Council Bill No. 117775

AN ORDINANCE granting Apex Hotel Condominium Association of Apartment Owners permission to maintain and operate a concrete shear wall on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street 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.

CF No. _____

Date Introduced: 5/6/13	
Date 1st Referred:	To: (committee) Transportation
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 6/10/13	Full Council Vote: 9-0
Date Presented to Mayor: 6/11/13	Date Approved: 6/20/13
Date Returned to City Clerk: 6/20/13	Date Published: T.O. ✓ F.T. ___
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Tom Rasmussen

Councilmember

Committee Action:

5-31-13 PASS TRBHJG 3-0

Full Council:

6/12/13 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

Angela Steel
SDOT Apex Shear Wall ORD
April 2, 2013
Version #5a

CITY OF SEATTLE

ORDINANCE 124197

COUNCIL BILL 117775

AN ORDINANCE granting Apex Hotel Condominium Association of Apartment Owners permission to maintain and operate a concrete shear wall on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street 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, Apex Hotel Condominium Association of Apartment Owners has applied for permission to maintain and operate an existing concrete shear wall on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street; and

WHEREAS, the concrete shear wall is a structural component of the building located at 2225 1st Avenue; and

WHEREAS, by Ordinance 110663, the City of Seattle granted permission to Apex Belltown Co-op to construct and maintain a concrete shear wall on the east side of the alley between 1st and Western Avenues; and

WHEREAS, the permission authorized by Ordinance 110663 was renewed for a 10-year term by Resolution 28717; and

WHEREAS, the permission authorized by Ordinance 110663 was amended by Ordinance 121855 to allow its extension for a maximum of 30 years, and the permission expired on August 5, 2012; and

WHEREAS, Apex Hotel Condominium Association of Apartment Owners has satisfied all terms of the original authorizing ordinance as amended, the Director recommends that the term permit be approved subject to the terms identified in this ordinance, 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 Apex Hotel Condominium Association of Apartment Owners, and its successors and assigns as approved by

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the Director of the Seattle Department of Transportation ("Director") according to Section 13 of this ordinance (the party named above and each such approved successor and assign is referred to as "Permittee"), to maintain and operate a concrete shear wall ("wall") on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street, adjacent in whole or in part to the property legally described as:

Lot 3, Block 40, addition to the town of Seattle, as laid out by A.A. Denny "commonly known as A.A. Denny's 6th Addition to the City of Seattle," according to the plat recorded in Volume 1 of Plats, page 99, in King County, Washington, except the Northeasterly 9 feet condemned for the widening of 1st Avenue in Court Cause No. 7092, as provided by Ordinance No. 1129, of the City of Seattle as more fully shown on the survey map filed in conjunction herewith.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on August 6, 2012 and ending at 11:59 p.m. on August 5, 2022. Upon written application made by the Permittee at least 180 days before expiration of the term, the Director or the City Council may renew the permit twice, each time for a successive ten-year term, subject to the right of the City to require the removal of the wall or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall submit any application for a new permission no later than 180 days prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to

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the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the wall and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

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

(a) the City Council determines by ordinance that the space occupied by the wall is necessary for any public use or benefit or that the wall interferes with any public use or benefit; or

(b) the Director determines that use of the wall has been abandoned; or

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

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

Section 5. **Permittee's obligation to remove and restore.** If the permission granted expires without an application for a new permission being granted, or if the City terminates the

SEA CITY CLERK

permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the wall, the Permittee shall, at its own expense, remove the wall and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the wall in as good condition for public use as existed prior to construction of the wall and in at least as good condition in all respects as the abutting portions of the public place as required by SDOT right-of-way restoration standards.

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

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

Section 6. **Repair or reconstruction.** The wall shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the wall in good and safe condition for the

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protection of the public. The Permittee shall not reconstruct or repair the wall except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the wall reconstructed or repaired at the Permittee's cost and expense because of: the deterioration or unsafe condition of the wall; the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause.

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

Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or closure or removal of the wall, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Section 16 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the wall

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or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

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

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

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

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

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the

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City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

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

(a) construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the wall or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the wall;

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

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

Minimum insurance requirements are CGL insurance based on the Insurance Services Office (ISO) form CG 00 01 or equivalent. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines

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carrier pursuant to RCW Chapter 48.15. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

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

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

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee

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must provide 30 days' prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

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

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

Section 12. **Adjustment of insurance levels.** The Director may adjust minimum liability insurance levels during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance levels to the Director.

Section 13. **Consent for and conditions of assignment or transfer.** The permission granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment

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or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has accepted in writing all of the terms and conditions of the permission granted by this ordinance; has provided, at the time of the acceptance, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 16 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the wall.

Section 14. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the wall during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the wall by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the wall. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 15. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

(a) describes the physical dimensions and condition of all load-bearing elements;

(b) describes any damages or possible repairs to any element of the wall;

(c) prioritizes all repairs and establishes a timeframe for making repairs; and

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(d) is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance. If a natural disaster or other event may have damaged the wall, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the wall. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 16. **Annual fee.** Beginning on August 6, 2012, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee of $1,420.59, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the annual fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All

SEA CITY CLERK

Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the City Finance Director for credit to the Transportation Operating Fund.

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

Section 18. **Acceptance of terms and conditions.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director its written signed acceptance of the terms of this ordinance as approved by its Board acting on behalf of the Permittee. The Director shall file the written acceptance with the City Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed and forfeited and the Permittee shall, at its own expense, remove the wall and all of the Permittee's equipment and property and replace and restore all portions of the public place as provided in Section 5 of this ordinance.

Section 19. **Obligations run with the Property.** The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the wall and legally described in Section 1 of this ordinance (the "Property"), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, Permittee shall provide to the Director a current title report showing the identity of all

2013 CITY CLERK

owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder's Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

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

Section 21. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to the authority and in compliance with the conditions of this ordinance but prior to the effective date of the ordinance is ratified and confirmed.

Section 22. 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.

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Passed by the City Council the 10th day of June, 2013, and signed by me in open session in authentication of its passage this 10th day of June, 2013.

President _____ of the City Council

Approved by me this 20th day of June, 2013.

Michael McGinn, Mayor

Filed by me this 20th day of June, 2013.

Monica Martinez Simmons, City Clerk

(Seal)

SEATTLE CITY CLERK

Amy Gray
SDOT Apex Shear Wall FISC
April 3, 2012
Version #3a

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	Angela Steel/684-5967	Christie Parker/684-5211

Legislation Title:

AN ORDINANCE granting Apex Hotel Condominium Association of Apartment Owners permission to maintain and operate a concrete shear wall on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street 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 of the Legislation:
This legislation grants Apex Hotel Condominium Association of Apartment Owners permission to operate and maintain an existing concrete shear wall on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street. An area map is attached for reference.

This permit is for a term of ten years commencing from the expiration of the last term permit on August 5, 2012. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

Apex Hotel Condominium Association of Apartment Owners is to pay the City of Seattle an annual fee of $1,420.59 commencing on August 5, 2012, 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 123485. An Annual Fee Appraisal Summary is attached for reference.

Background:
By Ordinance 110663, the City granted permission to Apex Belltown Co-op to construct and maintain a concrete shear wall on the east side of the alley located between 1st and Western Avenues, for a ten-year term, renewable for two successive ten-year terms.

The conditions of Ordinance 110663 were amended by Ordinances 119101 and 121855 and Resolution 28717. The permission granted ended on August 5, 2012.

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Please check one of the following:

_X_ This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2013 Revenue	2014 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee –	$1,420.59	TBD
TOTAL			**$1,420.59**	**TBD**

Revenue/Reimbursement Notes: N/A

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: N/A

Do positions sunset in the future? No

Spending/Cash Flow: N/A

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?** No

b) **What is the financial cost of not implementing the legislation?**
If the legislation is not enacted by the City Council, the City of Seattle will not receive the annual fee of $1,420.59. As previously stated, the City of Seattle has the option to adjust the fee amount on an annual basis. The concrete shear wall, as originally permitted under Ordinance 110663, will no longer be permitted and will have to be removed.

c) **Does this legislation affect any departments besides the originating department?** No

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None

e) **Is a public hearing required for this legislation?** No

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No

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g) **Does this legislation affect a piece of property?** Yes, an area map is attached for reference.

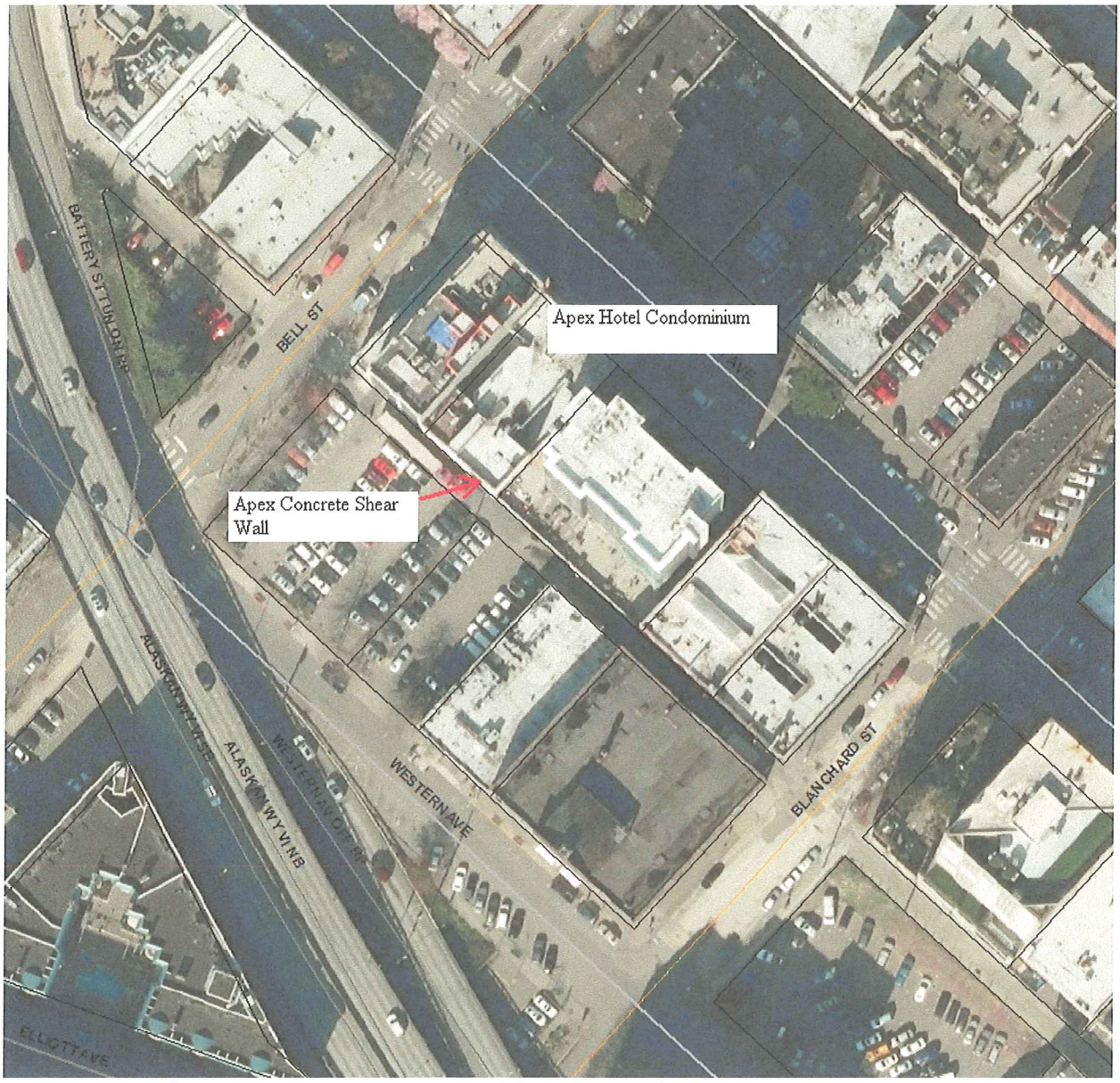
h) **Other Issues:** None

List attachments to the fiscal note below:

Attachment A – Apex Hotel Condominium Shear Wall Area Map
Attachment B – Apex Hotel Condominium Shear Wall
Attachment C – Annual Fee Assessment Summary

Amy Gray
SDOT Apex Shear Wall ATT A
March 13, 2013
Version #2

Attachment A – Apex Shear Wall Area Map



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

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Amy Gray
SDOT Apex Shear Wall ATT B
March 13, 2013
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Attachment B – Apex Hotel Condominium Shear Wall

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Amy Gray
SDOT Apex Shear Wall ATT C
March 13, 2013
Version #2

Attachment C - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 3/8/13

Summary:
Land Value: $184.97/SF
2013 Permit Fee:
$1,420.59

I. Property Description:

Existing concrete shear wall located on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street. The shear wall provides a structural component of the building located at 2225 1st Avenue. The shear wall area is **120 square feet**.

Applicant:
Apex Hotel Condominium Association of Apartment Owners

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 0246300010

   Tax year 2013 Appraised Land Value $763,900

2. Parcel 0246300020

   Tax year 2013 Appraised Land Value $468,200

   Tax parcels have a combined lot size of 6,661 square feet, as noted on the King County Department of Assessments webpage.

   Average 2013 tax assessed land value: $184.97/SF

II. Annual Fee Assessment:

The 2013 permit fee is calculated as follows:

($184.97/SF) X (120 SF) X (80%) X (8%) = $1,420.59 where 80% is the degree of alienation for an at-grade structure and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485.

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City of Seattle
Office of the Mayor

April 23, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that will grant to Apex Hotel Condominium Association of Apartment Owners permission to continue maintaining and operating an existing concrete shear wall on the east side of the alley between 1st Avenue and Western Avenue, south of Bell Street. This permit will be for a ten-year term with two ten-year term renew options.

The concrete shear wall, which was originally authorized by Ordinance 110663, and amended by Ordinances 119101 and 121855, provides a structural component to the Apex Hotel Condominium building located at 2225 1st Avenue.

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

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

2013 CITY CLERK

Apex Condominium Association of Apartment Owners
2225 1st Ave
Seattle, WA. 98121

City of Seattle
Seattle Dept. of Transportation
Attn: Street Use
700 5th Ave, Suite #3900
PO Box 34996
Seattle, WA. 98124

September 9, 2013

To Whom It May Concern:

I have the authority to accept the terms and conditions of the Ordinance on behalf of the permittee. On behalf of The Apex Condominium Association of Apartment Owners located at 2225 1st Ave in Seattle, this letter will serve as acceptance of the terms and conditions set forth in the new term permit ordinance (#124197) that was signed by the Mayor on June 20, 2013.

By: Ira Gerlich
Apex Condominium Association of Apartment Owners

FILED
CITY OF SEATTLE
2013 OCT 18 AM 8:22
CITY CLERK