

Ordinance No. 124667

Council Bill No. 11819

AN ORDINANCE granting Lambda Association of Gamma Phi Beta permission to maintain and operate a skybridge over and across the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th 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.

Related Legislation File:

Date Introduced and Referred: <u>9/2/14</u>	To: (committee): <u>Transportation</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>12/15/14</u>	Date Presented to Mayor: <u>12/16/14</u>
Date Signed by Mayor: <u>12/19/14</u>	Date Returned to City Clerk: <u>12/19/14</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text	
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>12-9-14</u>	<u>PASS</u>	<u>3 (TR, MOB, JG) - 0</u>

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

Full Council Action:

Date	Decision	Vote
<u>12/15/14</u>	<u>Passed</u>	<u>8-0 (excused: Clark)</u>

Law Department

CITY OF SEATTLE

ORDINANCE 124667

COUNCIL BILL 118191

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4 AN ORDINANCE granting Lambda Association of Gamma Phi Beta permission to maintain and
5 operate a skybridge over and across the alley between 17th Avenue Northeast and 16th
6 Avenue Northeast, north of Northeast 45th Street, for a ten-year term, renewable for two
7 successive ten-year terms; specifying the conditions under which this permit is granted;
8 providing for the acceptance of the permit and conditions; and ratifying and confirming
9 certain prior acts.

10 WHEREAS, by Ordinance 107466, the City of Seattle (“City”) granted permission to the
11 Lambda Association of Gamma Phi Beta (“Gamma Phi Beta”) to construct, maintain, and
12 operate a skybridge over and across the alley between 17th Avenue Northeast and 16th
13 Avenue Northeast, north of Northeast 45th Street; and

14 WHEREAS, the permission authorized by Ordinance 107466 was amended by Ordinance
15 118996 and Resolution 27823 to allow its extension for a maximum of 30 years, and the
16 permission ended on March 31, 2008; and

17 WHEREAS, by Ordinance 123314 the permission was extended to March 31, 2012; and

18 WHEREAS, Gamma Phi Beta has applied to the Director of Transportation to continue
19 maintaining and operating the skybridge and has satisfied all terms of the original
20 authorizing ordinance as amended; and

21 WHEREAS, the Seattle Design Commission recommended approval of the existing skybridge
22 and public benefit mitigation elements, including repairing the sidewalk and planting
23 trees on 17th Avenue Northeast; and

24 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the
25 skybridge to legally occupy a portion of the public right-of-way or other public place,
26 NOW, THEREFORE,

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

28 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 Lambda



1 Association of Gamma Phi Beta, and its successors and assigns as approved by the Director of
2 the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance
3 (the party named above and each such approved successor and assign is referred to as
4 “Permittee”), to maintain and operate a skybridge, adjacent in whole or in part to the property
5 legally described as:

6 Lots 8 and 9, Block 17, University Park Addition to the City of Seattle according to the
7 plat thereof recorded in Volume 13 of Plats, Page 85, records of King County, Washington
8 for the purpose of providing a secure pedestrian connection between the two residential buildings
9 that serve as living quarters for the sorority members.

10 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting
11 on April 1, 2012 and ending at 11:59 p.m. on March 31, 2022. Upon written application made by
12 the Permittee at least 180 days before expiration of the term, the Director or the City Council
13 may renew the permit twice, each time for a successive ten-year term, subject to the right of the
14 City to require the removal of the skybridge or to revise by ordinance any of the terms and
15 conditions of the permission granted by this ordinance. The total term of the permission,
16 including renewals, shall not exceed 30 years. The Permittee shall submit any application for a
17 new permission no later than 180 days prior to the expiration of the then-existing term.

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



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

- 7
- 8 (a) the City Council determines by ordinance that the space occupied by the
 - 9 skybridge is necessary for any public use or benefit or that the skybridge interferes with
 - 10 any public use or benefit; or
 - 11 (b) the Director determines that use of the skybridge has been abandoned; or
 - 12 (c) the Director determines that any term or condition of this ordinance has been
 - 13 violated, and the violation has not been corrected by the Permittee by the compliance date
 - 14 after a written request by the City to correct the violation (unless a notice to correct is not
 - 15 required due to an immediate threat to the health or safety of the public).
 - 16

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

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21 Section 5. **Permittee's obligation to remove and restore.** If the permission granted
22 expires without an application for a new permission being granted, or if the City terminates the
23 permission, then within 90 days after the expiration or termination of the permission, or prior to
24 any earlier date stated in an ordinance or order requiring removal of the skybridge, the Permittee
25 shall, at its own expense, remove the skybridge and all of the Permittee's equipment and
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1 property from the public place and replace and restore all portions of the public place that may
2 have been disturbed for any part of the skybridge in as good condition for public use as existed
3 prior to construction of the skybridge and in at least as good condition in all respects as the
4 abutting portions of the public place as required by SDOT right-of-way restoration standards.

5 Failure to remove the skybridge as required by this section is a violation of Chapter
6 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of
7 Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any
8 other authority. If the Permittee does not timely fulfill its obligations under this section, the City
9 may in its sole discretion remove the skybridge and restore the public place at the Permittee's
10 expense, and collect such expense in any manner provided by law.
11

12 Upon the Permittee's completion of removal and restoration in accordance with this
13 section, or upon the City's completion of the removal and restoration and the Permittee's
14 payment to the City for the City's removal and restoration costs, the Director shall then issue a
15 certification that the Permittee has fulfilled its removal and restoration obligations under this
16 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public
17 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the
18 Permittee from compliance with all or any of the Permittee's obligations under this section.
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21 **Section 6. Repair or reconstruction.** The skybridge shall remain the exclusive
22 responsibility of the Permittee and the Permittee shall maintain the skybridge in good and safe
23 condition for the protection of the public. The Permittee shall not reconstruct or repair the
24 skybridge except in strict accordance with plans and specifications approved by the Director. The
25 Director may, in the Director's judgment, order the skybridge reconstructed or repaired at the
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1 Permittee's cost and expense because of: the deterioration or unsafe condition of the skybridge;
2 the installation, construction, reconstruction, maintenance, operation, or repair of any
3 municipally-owned public utilities; or for any other cause.

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

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

17
18 **Section 9. Release, hold harmless, indemnification, and duty to defend.** The
19 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
20 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
21 attorneys' fees, or damages of every kind and description arising out of or by reason of the
22 skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or
23 loss to the Permittee or the Permittee's property.
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1 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
2 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
3 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
4 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
5 or be suffered by any person or property including, without limitation, damage, death or injury to
6 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
7 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

8 (a) the existence, condition, construction, reconstruction, modification, maintenance,
9 operation, use, or removal of the skybridge or any portion thereof, or the use, occupation, or
10 restoration of the public place or any portion thereof by the Permittee or any other person or
11 entity;
12

13 (b) anything that has been done or may at any time be done by the Permittee by reason of
14 this ordinance; or
15

16 (c) the Permittee failing or refusing to strictly comply with every provision of this
17 ordinance; or arising out of or by reason of the skybridge or this ordinance in any other way.
18

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

5 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
6 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
7 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
8 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that
9 protects the Permittee and the City from claims and risks of loss from perils that can be insured
10 against under commercial general liability (CGL) insurance policies in conjunction with:
11

- 12 (a) construction, reconstruction, modification, operation, maintenance, use, existence, or
13 removal of the skybridge or any portion thereof, as well as restoration of any
14 disturbed areas of the public place in connection with removal of the skybridge;
15 (b) the Permittee's activity upon or the use or occupation of the public place described in
16 Section 1 of this ordinance; and
17 (c) claims and risks in connection with activities performed by the Permittee by virtue of
18 the permission granted by this ordinance.
19

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

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

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

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

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

7
8 Section 11. **Contractor insurance.** The Permittee shall contractually require that any and
9 all of its contractors performing work on any premises contemplated by this permit name the
10 "City of Seattle, its officers, officials, employees and agents" as additional insureds for primary
11 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
12 and/or self-insurance. The Permittee shall also include in all contract documents with its
13 contractors a third-party beneficiary provision extending to the City construction indemnities and
14 warranties granted to the Permittee.
15

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

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

11 **Section 14. Consent for and conditions of assignment or transfer.** The permission
12 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the
13 Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's
14 consent, which the Director shall not unreasonably refuse. The Director may approve assignment
15 or transfer of the permission granted by this ordinance to a successor entity only if the successor
16 or assignee has accepted in writing all of the terms and conditions of the permission granted by
17 this ordinance; has provided, at the time of the acceptance, the bond and certification of
18 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of
19 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and
20 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and
21 assigns. Any person or entity seeking approval for an assignment or transfer of the permission
22 granted by this ordinance shall provide the Director with a description of the current and
23 anticipated use of the skybridge.
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1 Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or
2 successor provision, pay the City the amounts charged by the City to inspect the skybridge
3 during construction, reconstruction, repair, annual safety inspections, and at other times deemed
4 necessary by the City. An inspection or approval of the skybridge by the City shall not be
5 construed as a representation, warranty, or assurance to the Permittee or any other person as to the
6 safety, soundness, or condition of the skybridge. Any failure by the City to require correction of any
7 defect or condition shall not in any way limit the responsibility or liability of the Permittee.
8

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

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

17 A report meeting the foregoing requirements shall be submitted within 60 days after the effective
18 date of this ordinance; subsequent reports shall be submitted every 2 years, within 30 days prior
19 to the anniversary date of the last inspection report; provided that, in the event of a natural
20 disaster or other event that may have damaged the skybridge, the Director may require that
21 additional reports be submitted by a date established by the Director. The Permittee has the duty
22 of inspecting and maintaining the skybridge. The responsibility to submit structural inspection
23 reports periodically or as required by the Director does not waive or alter any of the Permittee's
24 other obligations under this ordinance. The receipt of any reports by the Director shall not create
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1 any duties on the part of the Director. Any failure by the Director to require a report, or to
2 require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

3 Section 17. **Annual fee.** Beginning on April 1, 2012, and annually thereafter, the
4 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an
5 annual fee of \$1,601.60, or as adjusted annually thereafter, for the privileges granted by this
6 ordinance.

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

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

23 Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the
24 Director its written signed acceptance of the terms of this ordinance within 60 days after the
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1 effective date of this ordinance. The Director shall file the written acceptance with the City
2 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
3 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
4 and forfeited and the Permittee shall, at its own expense, remove the skybridge and all of the
5 Permittee's equipment and property and replace and restore all portions of the public place as
6 provided in Section 5 of this ordinance.
7

8 **Section 20. Obligations run with the Property.** The obligations and conditions
9 imposed on the Permittee by and through this ordinance are covenants that run with the land and
10 bind subsequent owners of the property adjacent to the skybridge and legally described in
11 Section 1 of this ordinance (the "Property"), regardless of whether the Director has approved
12 assignment or transfer of the permission granted herein to such subsequent owner(s). At the
13 request of the Director, Permittee shall provide to the Director a current title report showing the
14 identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee
15 shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in
16 the Property, deliver to the Director upon a form to be supplied by the Director, a covenant
17 agreement imposing the obligations and conditions set forth in this ordinance, signed and
18 acknowledged by the Permittee and any other owner(s) of the Property and recorded with the
19 King County Recorder's Office. The Director shall file the recorded covenant agreement with the
20 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At
21 the request of the Director, Permittee shall cause encumbrances on the Property to be
22 subordinated to the covenant agreement.
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1 **Section 21. Public benefit mitigation.** Permittee shall provide the following public
2 benefit mitigation within one year of the effective date of this ordinance:

- 3 a) Upgrade and repair the sidewalk and planting strip on 17th Avenue Northeast
4 along the full frontage of the property;
- 5 b) Plant and maintain for seven years one seven-inch caliper Horse Chestnut tree
6 along 17th Avenue Northeast in consultation with the SDOT Arborist;
- 7 c) Replace three skybridge windows with transparent materials;
- 8 d) Install two additional alley lights on the southwest corner of the building
9 and on the underside of the skybridge;
- 10 e) Maintain all existing security cameras and lighting in the alley; and
- 11 f) Install a planter between the building and parking edge in the west side of the
12 alley.
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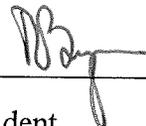
15 Prior to construction and installation of these elements, the Permittee shall obtain the required
16 permits from the appropriate City departments. Following construction and installation,
17 Permittee shall maintain these elements in good and safe condition for as long as the skybridge
18 occupies the public place.
19

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

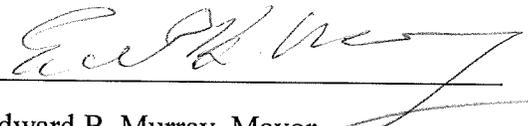
22 **Section 23. Ratify and confirm.** Any act taken by the City or the Permittee pursuant to
23 the authority and in compliance with the conditions of this ordinance but prior to the effective
24 date of the ordinance is ratified and confirmed.
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1 Section 24. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

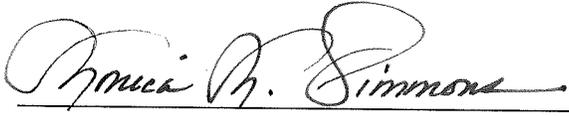
4 Passed by the City Council the 15th day of December, 2014, and
5 signed by me in open session in authentication of its passage this
6 15th day of December, 2014.

8 
9 _____
10 President _____ of the City Council

11 Approved by me this 17th day of December, 2014.

13 
14 _____
15 Edward B. Murray, Mayor

16 Filed by me this 19th day of December, 2014.

17 
18 _____
19 Monica Martinez Simmons, City Clerk

20 (Seal)

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	Amy Gray/6-4638	Doug Palmer/4-5266

Legislation Title:

AN ORDINANCE granting Lambda Association of Gamma Phi Beta permission to maintain and operate a skybridge over and across the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th 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 will allow Lambda Association of Gamma Phi Beta to continue maintaining and operating the existing skybridge in the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th Street. An area map is attached for reference.

This skybridge permit is for a term of ten years commencing from the expiration of the last term permit on April 1, 2012. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

Lambda Association of Gamma Phi Beta is to pay the City of Seattle an annual fee of \$1,601.60 commencing from the last paid annual fee invoice, March 31, 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 Assessment Summary is attached for reference.

Background:

By Ordinance 107466, the City granted permission to the Lambda Association of Gamma Phi Beta to construct, maintain, and operate a skybridge over and across the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th Street, for a ten-year term, renewable for two successive ten-year terms.

The permission granted by Ordinance 107466 was renewed for two successive ten-year terms and the permission ended on March 31, 2012.

Please check one of the following:

This legislation does not have any financial implications.



X This legislation has financial implications.

Appropriations: N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2014 Revenue	2015 Revenue
Transportation Operating Fund 10310	Seattle Department of Transportation	Annual Fee	2012 Fee - \$1,601.60 2013 Fee - \$1,601.60 2014 Fee - \$1,601.60	TBD
TOTAL			\$4,804.80	

Revenue/Reimbursement Notes: The 2012, 2013, and 2014 fees are \$1,601.60. The 2015 fee will be based on 2015 King County Assessment values.

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 \$1,601.60. As previously stated, the City of Seattle has the option to adjust the annual fee amount on an annual basis. The skybridge, as originally permitted under Ordinance 107446, will no longer be permitted.
- 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?**
No.

- 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.
- g) **Does this legislation affect a piece of property?**
No
- h) **Other Issues:**
N/A

List attachments to the fiscal note below:

- Attachment A - Gamma Phi Beta Skybridge Area Map
- Attachment B - Gamma Phi Beta Skybridge Photo
- Attachment C - Annual Fee Assessment Summary

Attachment A – Gamma Phi Beta 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 – Gamma Phi Beta Skybridge Photo



Attachment C - Annual Fee Assessment Summary

STREET USE ANNUAL FEE ASSESSMENT

Date: 6/13/2014

<p><u>Summary:</u> Land Value: \$110/SF 2012 Permit Fee: \$1,601.60</p>
--

I. Property Description:

Existing skybridge over and across the alley between 17th and 16th Aves NE, north of NE 45th Street. The skybridge provides a pedestrian connection between the two residential buildings of the Gamma Phi Beta Sorority. The skybridge area is **91 square feet**.

Applicant:

Lambda Association of Gamma Phi Beta

Abutting Parcels, Property Size, Assessed Value:

1. Parcel 8823902395

Tax year 2012 Appraised Land Value \$889,900

The tax parcel lot size is 8,090, as noted on the King County Department of Assessment webpage.

2. Parcel 8823902470

Tax year 2012 Appraised Land Value \$665,300

The tax parcel lot size is 6,049 square feet, as noted on the King County Department of Assessments webpage.

Average 2012 tax assessed land value: \$110/SF

II. Annual Fee Assessment:

The 2012 permit fee is calculated as follows:

$(\$110/\text{SF}) \times (91 \text{ SF}) \times (200\%) \times (8\%) = \$1,601.60$ where 200% is the degree of alienation for a private-use skybridge and 8% is the annual rate of return.

Fee methodology authorized under Ordinance 123485.





City of Seattle
Edward B. Murray
Mayor

August 5, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that will grant to Lambda Association of Gamma Phi Beta a new ten-year permit for an existing skybridge over and across the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th Street, renewable for two additional ten-year terms.

The existing skybridge, which was last authorized by Ordinance 107446, provides a secure connection between the two residential buildings of Gamma Phi Beta Sorority. As part of the public benefit mitigation package, Lambda Association of Gamma Phi Beta will upgrade and repair the sidewalk and planting strip on 17th Avenue Northeast along the full frontage of the property, plant and maintain for seven years one seven-inch caliper Horse Chestnut tree in 17th Avenue Northeast, replace three skybridge windows with transparent materials, install two additional alley lights along the southwest corner of the building and on the underside of the skybridge, maintain all existing security cameras and lighting in the alley, and install a planter between the building and parking edge in the west side of the alley. In addition to granting a new permit, the proposed Council Bill updates the insurance and bond requirements, updates the annual fee associated with the skybridge, and specifies the conditions under which authorization is granted.

Thank you for your consideration of this legislation. Should you have questions, please contact Amy Gray at (206) 386-4638.

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Seattle Department of Transportation
Attn: Amy Gray
700 5th Avenue, Suite 2300
PO Box 34996
Seattle, WA 98124

FILED
CITY OF SEATTLE

2015 MAR 20 AM 8:54

CITY CLERK

Re: Ordinance 124667

This letter confirms that Gamma Phi Beta accepts the terms and conditions of Ordinance 124667 and that the undersigned has the authority to accept the terms and conditions of the Ordinance on behalf of the permittee.

Please send the annual fee invoice to the following address:

University Associates
5048 Roosevelt Way NE
Seattle, WA 98105
Attn: Virgil Woodfield

Sincerely,



Laurie Black

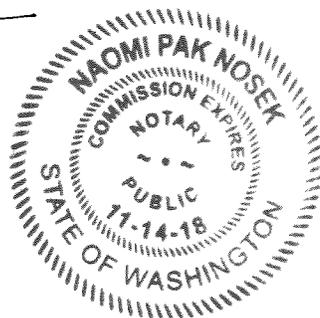
Corporation Board President, Gamma Phi Beta

Naomi Pak Nosek
Notary Public

3/18/15
Date

Naomi Pak NOSEK

State: WA
County: King



Notarial Certificate

State of Washington
County of King

I certify that I know or have satisfactory evidence that Laurie Marie Black-Mays is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledge it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/18/15

Signature: Naomi Pak Nosek
Naomi Pak Nosek

Title: Notary Public (State of Washington)
My Appointment expires: 11-14-18

STATE OF WASHINGTON -- KING COUNTY

--SS.

319379

No. 124667,668,669,670,671

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.

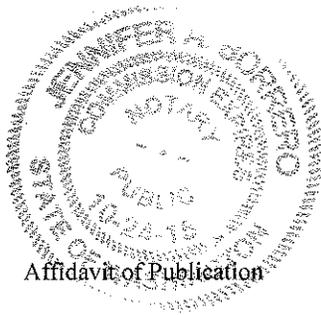
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

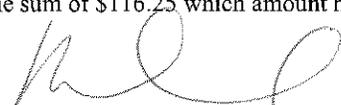
was published on

01/15/15

The amount of the fee charged for the foregoing publication is the sum of \$116.25 which amount has been paid in full.



Affidavit of Publication



Subscribed and sworn to before me on
01/15/2015 

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle Title Only Ordinances

The full text of the following legislation passed by the City Council on December 15, 2014, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124667

AN ORDINANCE granting Lambda Association of Gamma Phi Beta permission to maintain and operate a skybridge over and across the alley between 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th 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.

ORDINANCE NO. 124668

AN ORDINANCE relating to drainage, flood and habitat improvements being implemented through the Thornton Creek at 35th Ave NE project by Seattle Public Utilities along Thornton Creek on private and public lands; declaring easement rights related to Thornton Creek at 10706 35th Avenue Northeast surplus to the City's utility needs; authorizing relinquishment of the surplus of Transportation to acquire, accept, and record, on behalf of the City of Seattle a permanent bridge maintenance easement from Seattle School District #1; placing such easement under the Seattle Department of Transportation's jurisdiction; transferring in partial jurisdiction of a portion of property in the Southwest Quarter of Section 27, Township 26 North, Range 4 East, W.M., from Seattle Public Utilities to the Seattle Department of Transportation for bridge footings and maintenance; approving a five year Memorandum of Agreement between the Seattle School District and Seattle Public Utilities for activities on school lands; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124669

AN ORDINANCE relating to the City Light Department, authorizing the General Manager and Chief Executive Officer to purchase an easement from the Corporation of the Catholic Archbishop of Seattle for the relocation of the City Light Department's overhead electric lines within Northeast 195th Street in the City of Shoreline; and authorizing payment of fair market value to the Corporation of the Catholic Archbishop of Seattle for the easement.

ORDINANCE NO. 124670

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to execute an easement agreement for the purchase of a utility easement from E & L Investments, LLC; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124671

AN ORDINANCE relating to the Urban Forestry Commission, adding a new member and amending Sections 3.72.020 and 3.72.030 of the Seattle Municipal Code.

Date of publication in the Seattle Daily

Journal of Commerce, January 15, 2015,
1/15(319379)

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