

Ordinance No. 123314

Council Bill No. 110845

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.

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	
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: *Tom Rasmussen*

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 123314

1
2 AN ORDINANCE granting Lambda Association of Gamma Phi Beta permission to maintain and
3 operate a pedestrian skybridge over the alley between 17th Avenue Northeast and 16th
4 Avenue Northeast, north of Northeast 45th Street, for a four-year term; specifying the
5 conditions under which this permit is granted; providing for acceptance of the permit and
6 conditions; and ratifying and confirming certain prior acts.

7
8 WHEREAS, by Ordinance 107466, the City granted Gamma Phi Beta Sorority permission to
9 construct, maintain and operate a pedestrian skybridge over the alley between 17th
10 Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th Street; and

11
12 WHEREAS, the conditions of Ordinance 107466 were amended by Ordinances 118996 and
13 121855; and

14
15 WHEREAS, the permission authorized by Ordinance 107466 was renewed for two successive
16 10-year terms by Ordinance 118996 and Resolution 27823 and terminated on March 31,
17 2008; and

18
19 WHEREAS, Lambda Association of Gamma Phi Beta has submitted an application to the Seattle
20 Department of Transportation (SDOT) Director to continue maintaining and operating the
21 pedestrian skybridge and paid annual fees up to March 2009; and

22
23 WHEREAS, Lambda Association of Gamma Phi Beta has satisfied all terms of the original
24 authorizing ordinance, paid annual fees up to March 2009, and as required by Chapter
25 15.64 Seattle Municipal Code (SMC), has submitted the required information; and

26
27 WHEREAS, SDOT is evaluating the City's skybridge term permit policies and granting a term
28 permit for less than ten years is consistent with SDOT's evaluation time frame while
allowing the skybridge to come into permit compliance; and

WHEREAS, the SDOT Director (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 of this ordinance, permission is granted to
Lambda Association of Gamma Phi Beta (Permittee) and its successors and assigns, to maintain
and operate a pedestrian skybridge (skybridge) over the alley between 17th Avenue Northeast and
16th Avenue Northeast, between Northeast 47th Street and Northeast 45th Street, in Block 17,



1 University Park Addition, between the properties known as King County parcel numbers
2 8823902470 and 8823902395, for the purpose of providing pedestrian travel over the alley.

3 Section 2. **Term.** The permission granted to the Permittee and its successors and
4 assigns, shall be for a term of four years starting April 1, 2008, and ending at 11:59 p.m. on
5 March 31, 2012. The total term of the permission as originally granted shall not exceed four
6 years, subject to the right of the City of Seattle (City) to terminate the permit as provided for in
7 Section 4, require removal as provided for in Section 5, and revise by ordinance any of the
8 conditions of this ordinance. The Permittee shall submit a complete application for a new
9 skybridge ordinance 180 days prior to the ordinance term expiring. Failure to obtain a new
10 skybridge ordinance or remove the skybridge prior to the expiration of the term may be enforced
11 as provided for in Chapter 15.90 SMC.
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13 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
14 bearing the expense of any protection, support or relocation of existing utilities deemed
15 necessary by the owners of the utilities and the Permittee being responsible for any subsequent
16 damage to the utilities due to the construction, repair, reconstruction, maintenance, or operation
17 of the skybridge.
18

19 Section 4. **Removal for public use or for cause.** The permission granted is subject to
20 use of the street right-of-way by the City and the public for travel, utility purposes, and other
21 street uses. The City expressly reserves the right to require the Permittee to remove the
22 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
3 use 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 Section 5. **Removal requirements.** If the permission granted reaches its termination in
12 four years and an application for a new permit is not granted or if the City orders removal of the
13 skybridge pursuant to the terms of this ordinance, then within 90 days after the expiration or
14 termination, or prior to the date stated in an Order to Remove, the Permittee shall, at its own
15 expense, remove the skybridge and replace all portions of the street right-of-way that may have
16 been disturbed for any part of the skybridge in as good condition for public use as they were
17 prior to construction of the skybridge and in at least as good condition in all respects as the
18 abutting portions of the right-of-way. The Director shall then issue a certificate discharging the
19 Permittee, or its successor or assign, from responsibility under this ordinance for occurrences
20 after the discharge date.
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23 Section 6. **Repair, reconstruction, readjustment or relocation.** The Permittee shall
24 not reconstruct, relocate, readjust, or repair the skybridge except under the supervision of the
25 Director and 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 **Section 7. Failure to correct unsafe condition.** After notice to the Permittee and failure
7 of the Permittee to correct any unsafe conditions within the time stated in the notice, the Director
8 may order that the skybridge be closed or removed at the Permittee's expense if the Director
9 deems that it has become unsafe or creates a risk of injury to the public. If there is an immediate
10 threat to the health or safety of the public, a notice to correct is not required.

11 **Section 8. Continuing obligation to remove and restore.** Notwithstanding termination
12 or expiration of the permission granted, or closure or removal of the skybridge, the Permittee
13 shall remain bound by its obligation under this ordinance until:
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15 (a) the skybridge and all its equipment and property are removed from the street right-of-
16 way;

17 (b) the area is cleared and restored in a manner and to a condition satisfactory to the Director;

18 and
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20 (c) the Director certifies that the Permittee has discharged its obligations under this
21 ordinance.
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23 Upon prior notice to the Permittee and entry of written findings that it is in the public interest,
24 the Director may, in the Director's sole discretion, conditionally or absolutely excuse the
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1 Permittee from compliance with all or any of the Permittee's obligations to remove the skybridge
2 and its 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 the terms of this
6 ordinance and the permission granted, releases the City from any and all claims resulting from
7 damage or loss to its own property and covenants and agrees for itself, its successors and assigns,
8 with the City to at all times protect and save harmless the City from all claims, actions, suits,
9 liability, loss, costs, expense, or damages of every kind and description, excepting only damages
10 that may result from the sole negligence of the City, that may accrue to, or be suffered by, any
11 person or persons and/or property or properties, including without limitation, damage or injury to
12 the Permittee, its officers, agents, employees, contractors, invitees, tenants and tenants' invitees,
13 licensees or its successors and assigns, by reason of the construction, maintenance, operation or
14 use of the skybridge, or any portion thereof, or by reason of anything that has been done or may
15 at any time be done by the Permittee, its successors or assigns by reason of this ordinance or by
16 reason of the Permittee, its successors or assigns failing or refusing to strictly comply with each
17 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 16th
19 Avenue Northeast and 17th Avenue Northeast, 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
12 insurance coverage certification shall be delivered or sent to the Director or to the department
13 and address 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
2 specified 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 \$13,000.00 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 transfer 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.
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16 Section 16. **Inspection report.** The Permittee, its successors and assigns shall submit to
17 SDOT Roadway Structures Division an inspection report that:

- 18 (a) describes the physical dimensions and condition of all load-bearing elements,
19 (b) describes any damage or possible repairs to any element of the skybridge,
20 (c) prioritizes all repairs and establishes a timeframe for making the repairs, and
21 (d) is stamped by a professional structural engineer licensed in the State of Washington.
22

23 The report shall be submitted within 60 days after the effective date of this ordinance. In
24 the event of a natural disaster or other event that may have damaged the skybridge, the report
25 shall be 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 \$491.00, beginning on April 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.
12

13 Section 18. **Non-discrimination.** The Permittee shall comply with the City's laws
14 prohibiting discrimination in employment and contracting including, the Seattle Fair
15 Employment Practices Ordinance, Chapter 14.04 SMC, and the Fair Contracting Practices code,
16 Chapter 14.10 SMC.
17

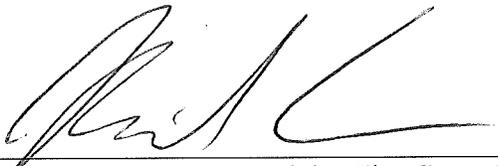
18 Section 19. **Acceptance of terms.** The Permittee shall deliver to the Director its written
19 signed acceptance of the terms of this ordinance within 60 days after the effective date of this
20 ordinance. The Director shall file the written acceptance with the City Clerk. If acceptance is
21 not received within that 60-day period, the privileges conferred by this ordinance shall be
22 deemed 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
8 Passed by the City Council the 1st day of June, 2010, and
9 signed by me in open session in authentication of its passage this 1st day of
10 June, 2010.

11
12 
13 _____
14 President _____ of the City Council

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

16
17 
18 _____
19 Michael McGinn, Mayor

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

21
22 
23 _____
24 City Clerk

25
26
27
28 (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 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.

• **Summary of the Legislation:**

This legislation will allow Lambda Association of Gamma Phi Beta to continue maintaining and operating the existing skybridge located across 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 four years commencing from the expiration of the last term permit on April 1, 2008. The legislation specifies the conditions under which authorization is granted and provides for acceptance of the permit and conditions.

The Lambda Association of Gamma Phi Beta is to pay the City of Seattle an annual fee of \$491.00 commencing from the last paid annual fee invoice, April 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 107466, the City granted permission to the Gamma Phi Beta Sorority to construct, maintain, and operate a skybridge across the alley between 16th Avenue Northeast and 17th Avenue Northeast, north of Northeast 45th Street. Ordinance 107466 was renewed by Ordinance 118996 and Resolution 27823 and the permission authorized by Ordinance 107466 expired on March 31, 2008.



- 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 –	\$491.00 (2009 fee) + \$493.86 (2010 fee w/ .58% CPI)	\$493.86 + CPI
TOTAL			\$984.86	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 – 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 - Annual Fee Appraisal Summary

STREET USE VALUE ESTIMATE

Date: 9/15/2009
 Prepared by: John Bresnahan, Sr. Real Property Agent

<p>Summary: Land Value: \$120/SF First Year Permit Fee: \$491.00</p>
--

I. Property Description:

That portion of the 14' wide public alley right-of-way between 16th Ave. NE and 17th Ave. NE bounded by NE 45th Street to the south and NE 47th Street to the north lying beneath a skybridge connecting tax parcels 882390-2470 and 882390-2395, measuring approximately 91 square feet (6.5' bridge width X 14' length across right-of-way).

II. Applicant:

Gamma Phi Beta Fraternity- 4530 16th Ave. NE and 4529 17th Ave. NE, Seattle.

III. Zoning, Size, Assessed Value:

Parcel 882390-2470—L-3 zoning. 6,049 SF. Assessed \$110/SF
 Parcel 882390-2395—L-3 zoning. 8,090 SF. Assessed \$110/SF.

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. Brief Sales Data Summary:

	Sale #1	Sale #2	Sale #3	Sale #4
Location	3635 Evanston Ave. N	1521 18 th Ave.	1711 E. Fir St.	14 Aloha St.
Sale Price	\$800,000	\$900,000	\$951,108	\$749,000
Area SF	5,000	7,200	7,841	6,534
Sale Date	5/2008	9/2006	7/2007	Listing
Zoning	L-3	L-3	L-3	L-3
Price/SF	\$160	\$125	\$121	\$115
Parcel Number	197220-0830	723460-1025	982670-0730	387990-0245

VI. Notes:

Sale prices for L-3 zoned redevelopment parcels ranged from \$115/SF for land in Queen Anne to \$160/SF in Fremont. The most relevant sales of properties with similar zoning and size are shown above. Sales of all commercial zoned properties in the UW submarket have a range of \$97/SF- \$389/SF. There have been no sales of similar properties in the last 3 years in the UW immediate area. Downward adjustments have to be made to sale #1 for smaller size and superior location. Sales #2 and #3 are from the near-peak of the market, but the scarcity of these sized lots with L-3 zoning in the very desirable area of Capitol Hill mean that values have probably held close. Sale #4 is a listing in a very desirable neighborhood and has a large SFR on it, and unlike the other three sales, is not currently ready for development.



VII. Conclusion:

The value of that portion of the 14' wide public alley right-of-way lying beneath the Gamma Phi Beta skybridge is estimated at \$120 per square foot. The first year permit fee should be calculated as follows: $(\$120/\text{SF}) \times (91 \text{ SF}) \times (50\%) \times (9\%) = \boxed{\$491.00}$ where 50% is the historical 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 the Lambda Association of Gamma Phi Beta a new four-year permit to maintain and operate an existing pedestrian skybridge over and across the alley between 16th Avenue Northeast and 17th Avenue Northeast, north of Northeast 45th Street, linking the sorority house and annex.

The term for this skybridge will commence from the expiration of the last term permit, April 1, 2008. 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

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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)

B# 69528

Gamma Phi Beta



University of Washington

Lambda Chapter
4529 17th Ave. N.E.
Seattle, Washington 98105

FILED
CITY OF SEATTLE
10 OCT 15 AM 9:58
CITY CLERK

August 31, 2010

City of Seattle
Seattle Department of Transportation
700 – 5th Avenue, Suite 2300
P.O. Box 34996
Seattle, WA 98124

Lambda Association of Gamma Phi Beta accepts the terms of

Council Bill Number: 116865
Ordinance: 123314

Signed,

Karen J. Cascio
President, Lambda Association of Gamma Phi Beta

B# 69528

BOND NO. WA 12026

**SEATTLE PUBLIC PLACE
ORDINANCE BOND**

ORDINANCE No: 123314

Street Use Permit No: _____

KNOW ALL PEOPLE BY THESE PRESENTS: That Lambda Association of Gamma Phi Beta
(Type or print name of principal)

as Principal and Merchants Bonding Company, a Iowa corporation authorized to do, and
(Type or print name of surety) (and name of state)

doing, business as a surety company in the State of Washington, as Surety, are held and firmly bound unto **The City of Seattle** ("Seattle"), a municipal corporation of the State of Washington, in the sum of Thirteen Thousand & No/100 DOLLARS (\$13,000.00), lawful money of the United States, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these presents.

Whereas pursuant to the provisions of Seattle Ordinance No. 123314 the provisions of Seattle Municipal Code ("SMC") Title 15, the City has approved Principal's application for the above-referenced permit and the use of certain public areas for construction and maintenance of Pedestrian Skybridge at 17th Avenue Northeast and 16th Avenue Northeast, north of Northeast 45th Seattle, Washington; and
Street

Seattle, Washington; and whereas the ordinance requires Principal to have a bond in full force and effect during the effective term of the permit and ordinance,

Now, Therefore,

This Bond is entered into with Seattle for Seattle's use and benefit and is subject to the following conditions:

1. If Principal:

- a. Faithfully complies with all the terms of said ordinances and permit and all applicable provisions in the laws of the State of Washington and Seattle's ordinances, particularly SMC Title 15, all as of the date of this bond; and
- b. Pays the cost of inspection under said ordinances and permit upon presentation of a bill therefor by said Director; and
- c. Removes any permitted structure or obstruction that becomes insecure or unsafe, or is not constructed or maintained in accordance with the terms of said ordinances and permit, upon notice from said Director; and
- d. Reimburses Seattle for any and all expenses incurred pursuant to SMC Title 15 in connection with the project or work described in such ordinances and permit; and
- e. Pays the cost of restoring said public area to its proper condition, plus fifteen percent (15%) of such cost, together with any other expense that Seattle may sustain in connection therewith; and
- f. Pays all ordinance and permit fees as required by Seattle ordinance, resolution, rule or regulation; and
- g. Pays interest at a rate of twelve percent (12%) per annum on any and all payments due to Seattle from and after the date of delinquency to the date of payment; and
- h. Indemnifies, defends, and holds City of Seattle Harmless from any and all claims, actions, liabilities, and/or damages of any kind and description which may accrue to or be suffered by City of Seattle by reason of the use as provided for in the ordinances and permit and/or arising from the Principal's operations;

then this Bond shall be void; otherwise, it shall remain in full force and effect.

2. Notwithstanding any law, rule of equity or usage relating to the liability of sureties to the contrary, nothing of any kind or nature whatsoever shall operate as a discharge or release of liability of Surety unless Principal is also discharged; and Surety waives notice of any alteration or extension of time made by Seattle with respect to said ordinance.

3. Whenever Seattle has declared Principal to be in default and has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice):

- a. Remit all sums due and payable to Seattle hereunder; and
- b. Remedy all non monetary defaults or request Seattle to arrange for satisfaction, on behalf of Principal and Surety, of their non-monetary obligations under such ordinance and this Bond, and pay Seattle, in cash, up to and including the penal sum of this Bond as reimbursement of all payments (whether interim or final) made by Seattle for such work together with all other reasonable costs and expenses incurred by Seattle as a result of Principal's default and Surety's request, including but not limited to those for mitigation of Seattle losses, attorneys' fees, and for reasonably necessary actions to preserve public and private property from damage prior to Surety's exercising any option available to it under this Bond.

4. No rider, amendment, or other document modifies this Bond unless in writing and accepted by the City of Seattle.

- 5. Surety shall give to Principal and to City not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.
- 6. In the event of cancellation or expiration of this bond during the term of the permit, Principal must provide City with a replacement bond, acceptable to City, not less than thirty (30) days before (i) the effective date of this bond's expiration stated in Condition 1 or (ii) cancellation as specified in the Surety's notice provided pursuant to Condition 5 above.
- 7. If Principal fails to provide a replacement bond before the effective date of this bond's expiration pursuant to Condition 1 or cancellation as specified in the Surety's notice provided pursuant to Condition 5 above, such failure shall constitute a default under the above cited ordinance and under this bond, for which the City may make a claim, and Surety shall be obligated to make immediate payment under this bond of the full penal sum of this bond.

NOTE TO PRINCIPAL REGARDING SIGNATURE(S): This bond must be signed by the president or vice-president of a corporation; managing general partner of a partnership; managing joint venturer of a joint venture; member, or if designated, manager, of a limited liability company; or owner(s) of a sole proprietorship. If the bond is signed by a person with any other title or position, Principal must attach currently-dated, written proof of that person's authority to bind Principal, identifying and quoting the corporate articles of incorporation, bylaws, partnership agreement, resolution, L.L.C. certificate of formation, or other document that authorizes delegation of signature authority to such signer, and confirmation acceptable to Seattle that such delegation is in full force and effect.

IMPORTANT: Every Surety named on this bond must either appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) or have a current rating of at least A-VII in A. M. Best's Key Rating Guide. Additionally, every Surety named on this bond must be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE ON THIS BOND.

FOR SURETY: Merchants Bonding Company
 By: Ginger J. Krahn
 (Signature of Attorney-in-Fact)
 Ginger J. Krahn
 (Type or print name of Attorney-in-Fact)
 (317) 805-7500
 (Type or print telephone number for Attorney-in-Fact)

FOR PRINCIPAL: Lambda Association of Gamma Phi Beta
 By: Karen J. Casio
 (Signature(s) of authorized signer(s) for Principal)
KAREN J. CASIO / PRESIDENT OF LAMBDA
 (Type or print name(s) and title of signer(s) for Principal) **CORP.**
206.972.4956
 (Type or print telephone number(s) of signer(s) for Principal)

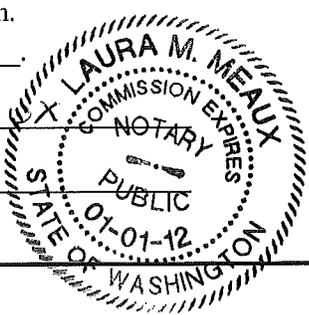
STATE OF Washington)
) ss: **ACKNOWLEDGMENT FOR PRINCIPAL**
 COUNTY OF King)

I certify that I know or have satisfactory evidence that Karen Cascio is the person who appeared before me, said person acknowledged that he/she signed this bond, and on oath stated that he/she was authorized to execute the bond on behalf of the Principal as the Principal's free and voluntary act for the uses and purposes mentioned therein.

WITNESS my hand and official seal hereto affixed this 8th day of October, 2010.

Laura M Meaux (Signature of Notary Public) Laura M Meaux (Print or type name of Notary Public)

Notary Public in and for the state of Washington residing at Seattle, WA
 My commission expires 01-01-12. SEAL →



MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Michael M. Bill, Edward L. Mournighan, Michael H. Bill, Cynthia L. Jenkins, Ginger J. Krahn,
Sheree Hsieh, Brenda Johnston, Cindy Stellhorn

of Indianapolis and State of Indiana its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

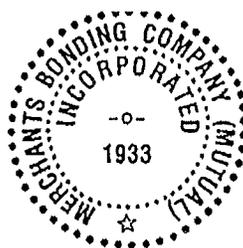
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 8th day of July, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 8th day of July, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 7th day of July, 2010.



William Warner Jr.
Secretary