



ORDINANCE 118061

AN ORDINANCE relating to the Department of Administrative Services, accepting property located at 700 Fifth Avenue, commonly known as Key Tower, for general municipal purposes.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the deed executed on January 12, 1996, by Gateway Associates, conveying to The City of Seattle the following described real property, together with improvements thereon, in Seattle, King County, Washington:

PARCEL A:

LOTS 2 AND 3, BLOCK 29, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT ON THE CLAIMS OF C. D. BOREN, A. A. DENNY AND H. L. YESLER (COMMONLY KNOWN AS C. D. BOREN'S ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 25, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE NORTHEASTERLY HALF OF THE VACATED ALLEY ADJOINING.

PARCEL B:

ANY AND ALL BUILDINGS, STRUCTURES AND IMPROVEMENTS LOCATED UPON, AFFIXED TO, AND PART OF THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 1, 4, 5, 6, 7, AND 8, BLOCK 29, ADDITION TO THE TOWN OF SEATTLE AS LAID OUT ON THE CLAIMS OF C. D. BOREN, A. A. DENNY AND H. L. YESLER (COMMONLY KNOWN AS C. D. BOREN'S ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 25, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTHWESTERLY HALF OF THE VACATED ALLEY ADJOINING LOTS 1 AND 4;

TOGETHER WITH ALL OF THE VACATED ALLEY ADJOINING LOTS 5, 6, 7 AND 8;

TOGETHER WITH THE AREA OF THOSE CERTAIN SUBTERRANEAN ENCROACHMENTS EXTENDING UNDER THE SIXTH AVENUE RIGHT OF WAY IN THE DIMENSIONS AS SHOWN ON EXHIBIT 0-1 ATTACHED TO THE AMENDED AND RESTATED MEMORANDUM OF LEASE RECORDED UNDER RECORDING NUMBER 8804220473;

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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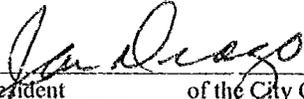
ALSO TOGETHER WITH THE AREA OF SUBTERRANEAN CONNECTION TO AN EXISTING PEDESTRIAN TUNNEL UNDER THE FIFTH AVENUE RIGHT OF WAY IN THE DIMENSIONS AS SHOWN ON EXHIBIT 0-2 ATTACHED TO THE AMENDED AND RESTATED MEMORANDUM OF LEASE RECORDED UNDER RECORDING NUMBER 8804220473.

is hereby accepted for general municipal purposes and placed under the jurisdiction of the Department of Administrative Services.

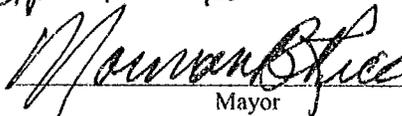
Section 2. Any acts consistent with the authority and prior to the effective date of this ordinance are hereby repealed and confirmed.

Section 3 This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

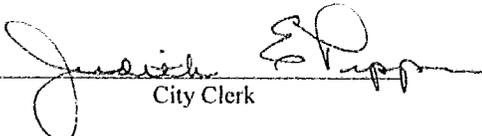
Passed by the City Council the 25 day of March, 1996, and signed by me in open session in authentication of its passage this 25 day of March, 1996.

  
\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this 3 day of April, 1996

  
\_\_\_\_\_  
Mayor

Filed by me this 3 day of April, 1995.

  
\_\_\_\_\_  
City Clerk

ref: FacSvcs Ord/Agrmnt Disk No. 5 (KEYTOWER)

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**SEATTLE CITY ATTORNEY**  
MARK H. SIDRAN

FILED  
CITY OF SEATTLE

96 OCT -4 PM 4: 21

CITY CLERK

**LETTER OF TRANSMITTAL**

To: City Clerk's Office  
ATTN: Ernie  
MS 01-01-01  
Re: Gateway/Key Tower

Date: October 4, 1996

VIA:  HAND DEL  MAIL  OTHER \_\_\_\_\_

Enclosure(s): Original PROMISSORY NOTE to be filed with the Ordinance Re: Purchase of Gateway (Key) Tower. ORDINANCE No. 118061, signed by the Mayor on 4/3/96.

FOR THE FOLLOWING PURPOSE: (If you have questions, call 684-8241)

- |   |  |
|---|--|
| <input type="checkbox"/> For Your Information   | <input type="checkbox"/> For Recordation       |
| <input type="checkbox"/> Per Our Conversation   | <input type="checkbox"/> For Payment           |
| <input type="checkbox"/> Per Your Request       | <input checked="" type="checkbox"/> For Filing |
| <input type="checkbox"/> For Signature          | <input type="checkbox"/> See Remarks/Further   |
| <input type="checkbox"/> For Review and Comment | Instructions Below                             |

REMARKS/FURTHER INSTRUCTIONS:

MARK H. SIDRAN  
Seattle City Attorney

*Rodney Eng*

By: RODNEY ENG  
Director, Contracts Section

Encl.

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105/DC

PROMISSORY NOTE

US\$165,000,000

Seattle, Washington  
JUNE 23, 1988

1. Promise to Pay. On or before May 31, 1995, GATEWAY ASSOCIATES ("Maker"), a general partnership formed under the laws of the State of Washington and having its principal place of business and post office address at c/o First City Gateway, Inc., Suite 4170, 800 Fifth Avenue, Seattle, Washington, 98104, hereby promises to pay to the order of BANK OF MONTREAL ("Lender"), acting for itself and as agent for the financial institutions ("Co-Lenders") named in Schedule 1 to the Loan Agreement (as defined below), at the place designated in § 6.1, or such other place as the holder hereof may designate in writing, in lawful money of the United States of America, the principal sum of One Hundred Sixty-Five Million United States Dollars (US\$165,000,000), or so much thereof as may be advanced hereunder, with interest on the unpaid principal, from the date of each Advance, on the terms and conditions set forth herein and in the Loan Agreement.

2. Reference to Loan Agreement. This Promissory Note is the Note referred to in and is entitled to the benefits of the Construction Loan Agreement dated as of May 31, 1988 (the "Loan Agreement") between Maker and Lender, which among other things (i) provides for the making of loans to the Maker in the maximum amount of US\$165,000,000 (the "Loan"), the indebtedness of the Maker resulting from those loans being evidenced by this Promissory Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events. Capitalized terms used and not defined herein have the respective meanings defined in the Loan Agreement.

3. Interest.

3.1 Interest Rate Based on Prime. Except as provided in §§ 3.2 and 3.3, Maker agrees to pay interest on the unpaid principal of the loan at a per annum rate equal to the Prime Rate plus seven-eighths of one percent (7/8 of 1%) per annum, reducing to the Prime Rate plus five-eighths of one percent (5/8 of 1%) per annum upon Maker's receipt of a Permanent

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Commitment, provided, that Maker agrees to pay interest on any amount not paid when due at a per annum rate equal to the Prime Rate plus four percent (4%) per annum. "Prime Rate" means on any particular day the greater of (i) the per annum rate of interest which Bank of Montreal shall most recently have announced publicly as the prime rate it will use to determine the rates of interest on United States dollar loans made in the United States of America and designated as U.S. Prime Rate (but which is not necessarily the lowest rate charged by Bank of Montreal on such loans) or (ii) the Federal Funds Rates on that date. "Federal Funds Rate" means the effective rate charged on a particular day by large U.S. money center commercial banks to one another on overnight borrowings of reserve funds in excess of \$1,000,000, as published by the Federal Reserve Board or, absent such publication, by another generally recognized source. "Permanent Commitment" means any binding commitment reasonably acceptable to Lender which shall be made to and accepted by Maker for a permanent loan sufficient to pay the Loan in full.

3.2 Eurodollar Rate Option. Except as provided in § 3.3, provided no Event of Default has occurred and is continuing, and subject to availability of funding in the London interbank market, Maker may from time to time, at its option, elect to pay interest on the Loan or any portion thereof equal to or greater than One Million Dollars (\$1,000,000) at a per annum rate equal to the Eurodollar Rate plus one and seven-eighths percent (1-7/8%) per annum, reducing to the Eurodollar Rate plus one and five-eighths percent (1-5/8%) per annum upon Maker's receipt of a Permanent Commitment; provided, that no more than five (5) such elections ("Eurodollar Rate Elections") shall be in effect at the same time; and provided further that Maker agrees to pay interest on any amount not paid when due and in respect of which a Eurodollar Rate Election is in effect at a per annum rate equal to the Eurodollar Rate plus five percent (5%) per annum. "Eurodollar Rate" means, for any portion of the Loan in respect of which a Eurodollar Rate Election has been made, the per annum rate of interest at which deposits in United States dollars are offered to Bank of Montreal's London Branch by prime banks in the London interbank market (as determined by Lender) at approximately 11:00 a.m. London time on the date two (2) Banking Days prior to the first day of the Interest Period (as defined below) in an amount approximately equal to such portion of the Loan. A Eurodollar Rate Election shall be made by notice to Lender received no later than 11:00 a.m. Los Angeles time, three (3) Banking Days prior to the effective date of the election. Such notice shall be given in writing or by telephone, telex, or photostatic facsimile transmission and promptly confirmed in writing. The "Interest Period" shall be

a period of one, two, three, or six months or one, two, three, four, or five years (or such other periods as Lender with the consent of all Co-Lenders may make available from time to time), as specified by Maker in making a Eurodollar Rate election under this § 3.2; provided that no Interest Period may extend beyond May 31, 1995. "Banking Day" means a day on which Bank of Montreal's offices in New York, Los Angeles and Chicago (and for purposes of this § 3.2, its office in London) are open for business. A rate determined under this § 3.2 for any portion of the Loan shall continue until the end of the relevant Interest Period. Thereafter, unless Maker shall have timely made another Eurodollar Rate Election for such portion of the Loan, the interest rate thereon shall be determined under § 3.1.

3.3 Fixing of Interest Rate. If (i) before the Operating Period begins Maker incurs interest expenses which exceed in the aggregate fifty percent (50%) or more of the construction interest reserve provided for in the Budget (the "Construction Interest Reserve"), or (ii) after the Operating Period begins Maker incurs interest expenses which in the aggregate equal or exceed one hundred percent (100%) of the interest reserve for lease up carry provided for in the Budget ("Lease Up Interest Reserve") which remained on commencement of the Operating Period (including in either case any cost savings that have been added to such interest reserve at Borrower's direction as provided in § 3.1.6), then in either event the rate of interest on that portion of the Loan then outstanding at Lender's election in its reasonable discretion may be fixed at a rate determined in accordance with § 3.2, but for an Interest Period commencing on the date of fixing (or, if a Eurodollar Rate Election is in effect, on the last day of the Interest Period for each portion of the Loan in respect of which such an election is in effect) and ending (a) on August 1, 1990, or such later date as may be approved by Lender pursuant to § 5.1.1 of the Loan Agreement, if the rate is fixed before the Operating Period begins and (b) on May 31, 1995, if the rate is fixed after the Operating Period begins; provided, however, that Lender shall give Maker at least ten (10) Banking Days' notice of its intention to fix the rate of interest, and the rate shall not be fixed if within that period Maker shall furnish Lender either of the following, in each case reasonably satisfactory to Lender in form and substance: (x) the guaranty of Kumagai Gumi Co., Ltd., First City Developments Corp., and Herman Sarkowsky, guarantying jointly and severally payment in full when due of all interest falling due upon the Loan until the end of the Interest Period for which the rate would be fixed; or (y) a letter of credit issued by a bank approved by Lender (which approval shall not be unreasonably withheld or delayed) in an amount (to be adjusted at quarterly intervals)

equal to one hundred fifty percent (150%) of the product of (A) the unpaid balance of the Loan outstanding on the date of computation, (B) one-twelfth (1/12) of the rate of interest (stated as a rate per annum) determined in accordance with the provisions of § 3.2 for an Interest Period of one month, and (C) the number of months, or fractions thereof, remaining to the end of the Interest Period for which the rate would be fixed. If the rate of interest on the Loan is at any time so fixed, then with respect to the portion of Lender's commitment not yet disbursed and each portion of the Loan for which a Eurodollar Rate Election is in effect, Maker will obtain rate protection in a manner reasonably acceptable to Lender (for example, by means of a forward swap contract). If Maker is unable to obtain such protection, Lender may call for a cash deposit pursuant to § 3.1.5(c)(y) of the Loan Agreement. In lieu of making such a cash deposit, Maker may furnish a letter of credit in the amount of Lender's call, issued by a bank approved by Lender (which approval shall not be unreasonably withheld or delayed) and reasonably satisfactory to Lender in form and substance. At Maker's request (which may be made only once), Lender will release a guaranty or letter of credit furnished pursuant to the requirements of the first sentence of this § 3.3, and in that event the interest rate on the Loan will be fixed in the manner provided above in this § 3.3 as of the date of release.

3.4 Interest Payments. Interest on such portion of the Loan as is outstanding at any time shall be paid monthly in arrears beginning on the first day of the calendar month next succeeding the initial Advance of the Loan. All computations of interest shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable; provided, however, that computation of interest on Advances shall include the day of the Advance only if the Advance is received by Maker prior to 11:30 a.m.; otherwise computation of interest shall begin with the following day. So long as no Event of Default has occurred and is continuing, Lender shall to the extent of the unutilized portion of the Interest Reserves (but no further) advance automatically the amount required to make such payments of interest.

4. Indemnification. If any law, regulation, guideline (whether or not having the force of law) or interpretation, including without limitation Federal Reserve Regulation D, whether presently in force or hereafter enacted or promulgated, or the interpretation thereof by any governmental authority charged with the administration thereof, shall (i) impose, modify, or deem applicable any reserve, special deposit or

other similar requirement against any asset held by, or deposits with or for the account of, or loans by, or any other acquisition of funds for advances by, Lender or any Co-Lender; or (ii) impose on Lender or any Co-Lender any other onerous condition with respect to the Loan; and the result of any of the foregoing is to increase the cost to Lender or such Co-Lender of funding or maintaining the Loan over the cost that would have been applicable had there been no such law, regulation, guideline or interpretation in effect, then, upon demand, Maker shall pay to Lender such additional amount as shall compensate Lender for such increased cost. Maker also hereby agrees to indemnify and save Lender harmless from and against any liability (either directly or by way of deductions, withholding or otherwise) for any tax (whether income, documentary, sales, stamp, registration, capital, property or otherwise), duty, levy, impost, fee or charge in respect of or arising out of the execution, delivery or performance of the Loan Documents, other than net income taxes imposed by the United States of America or Canada or any taxing authority thereof or therein. In particular, without limiting the generality of the foregoing indemnity, if Maker shall be required under applicable law to make any deduction or withholding of any tax as aforesaid from any interest or other payments payable to Lender under the Loan Documents, Maker will, promptly and without any requirement of notice by Lender, pay to Lender a sum which after deduction of all applicable taxes thereon shall result in Lender's receipt of the amounts of interest or other payments which would have been received by Lender had such deduction or withholding not been required.

5. Prepayment. Upon not less than 10 Banking Days' written notice to Lender (which notice shall be irrevocable) specifying the amount and date of any proposed prepayment, Maker shall have the right to prepay the Loan in whole or in part without premium or penalty on any Banking Day; provided that except in the case of mandatory prepayments required by § 5.12 of the Loan Agreement or by the second sentence of this § 5, (i) interest accrued to the date of prepayment shall be paid on the date of prepayment; (ii) each partial prepayment shall be in the amount of \$5,000,000 or more and shall be an integral multiple of \$100,000; (iii) the initial prepayment, if any, made within 90 days following the initial Advance of the Loan shall be accompanied by a prepayment fee of \$206,250; and (iv) if prepayment shall be made while a Eurodollar Rate Election is in force (and before the last day of the relevant Interest Period), Maker shall pay or reimburse Lender and Co-Lenders for all additional amounts required to compensate them for all loss or expense which they shall incur as a result of such prepayment (all of such as reasonably determined by Lender and notified to Maker, but including without limitation losses resulting from any difference between a Eurodollar Rate and the rate obtained by reinvesting for the remainder of the relevant Interest Period that portion of the amount prepaid to

which such Eurodollar Rate Election applied). If any change after the date of this Agreement in any law, regulation or order of any governmental authority or in the application thereof shall make it unlawful, or if any governmental authority shall assert that it is unlawful, for Lender or any Co-Lender to disburse or to continue to fund or maintain the Loan or to perform its obligations hereunder, then within thirty (30) days after demand by Lender, Maker shall prepay the Loan in full without premium, but together with accrued interest thereon and all other amounts payable to Lender by the Maker hereunder. Upon such demand the obligation of Lender to make any further advances shall terminate.

6. Manner of Payments.

6.1 Time and Place, Etc. All payments and prepayments of principal and interest on the Loan and all other amounts payable by Maker under the Loan Documents shall be made by paying the same in United States dollars to Lender in immediately available funds, not later than 11:30 a.m. Los Angeles time on the date on which such payment or prepayment shall become due, at Harris Bank, Chicago, in favor of Bank of Montreal, Chicago Branch, Account No. 124856-6, ABA No. 071000289.

6.2 Banking Days, Etc. Whenever any payment shall be stated to be due or whenever the last day of any interest period would otherwise occur on a day other than a Banking Day (whether or not a Eurodollar Rate Election is in effect), such payment shall be made, and the last day of such interest period shall occur, on the next succeeding Banking Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be, unless such extension would cause such payment to be made, or the last day of such interest period to occur, in the next following calendar month, in which case such payment shall be made, and the last day of such interest period shall occur, on the next preceding Banking Day.

6.3 Application of Payments. Any payment made by Maker shall be applied, first, against fees, expenses and indemnities due under the Loan Documents; second, against interest due on amounts in default, if any; third, against interest due on amounts not in default; and fourth, against principal.

6.4 Compound Interest. While an Event of Default has occurred and is continuing, Lender, at its own option and in addition to all other rights and remedies it may have, may add

accrued interest to the principal balance where it will become a part thereof, and thereafter bear interest at the applicable rate.

7. Loan Fees and Expenses.

7.1 Loan Fees. Maker shall pay Bank of Montreal nonrefundable Loan fees in the aggregate amount of \$1,237,500. The Loan fees have been fully earned by Lender and are due and payable to Lender without condition. Bank of Montreal acknowledges receipt of payment by Maker of \$643,000 of Loan fees. The balance of \$594,500.00 shall be paid from an Advance at closing which shall be made by means of a book entry on Lender's books debiting the balance due under the Note, without any disbursement of cash to Borrower.

7.2 Legal and Incidental Fees, Charges and Costs. Maker shall pay all reasonable out-of-pocket legal, architects', engineers', consultants' and appraisers' fees and costs, inspection fees and costs, title insurance and survey costs, recording and filing fees, taxes, credit reports, UCC-search costs and all other charges or expenses incurred by Lender at any time in connection with the Loan. Lender shall not be required to pay any premium or other charge or any brokerage fee or commission or similar compensation in connection with the Loan or with satisfying the conditions of any commitment for standby or permanent financing. Maker hereby agrees to indemnify and hold Lender harmless against and from any and all claims for such fees, charges, commissions, taxes and compensation in connection with the Loan. Maker acknowledges and agrees that all fees and costs of which it has been notified as of the date Maker signs the Loan Agreement are reasonable. Maker's obligation to pay such expenses shall not be dependent on the closing of the Loan and shall survive any termination of this Agreement.

7.3 Agent's Fee. In consideration of Lender's acting as agent for the other Co-Lenders, Maker shall pay Lender an agent's fee in the amount of \$50,000 per annum, in advance, commencing on the date of the initial Advance hereunder and continuing thereafter on each anniversary of the date of such initial Advance during the term of the Loan.

8. Security. The obligations of the Maker under the Loan Agreement, including its obligation to repay the indebtedness evidenced by this Promissory Note, are secured by the Deed of Trust, which covers real property located at 6th Avenue and Columbia Street in Seattle, King County, Washington, such property being partly owned by Maker and partly leased from the State of Washington, and by certain other collateral referred to in the Deed of Trust and other Loan Documents, reference to

which is hereby made for a description of the collateral provided thereby and the rights of the Maker, the respective mortgagees and secured parties thereunder, and the holder of this Promissory Note in respect of such collateral.

9. Joint and Several Liability. The partners of Maker shall, together with Maker, be jointly and severally liable to Lender for the faithful payment and performance of all of Maker's obligations hereunder, and each partner of Maker executing this Promissory Note in a representative capacity agrees individually to be so bound. However, there shall be no recourse to partners or shareholders of the partners of Maker, nor to their respective shareholders, affiliates, officers, directors, employees, or agents, except to the extent any of them may have separately guaranteed obligations of Maker hereunder.

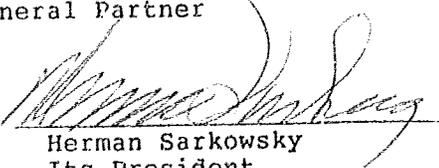
10. Default. If Maker should fail when due any payment required by this Promissory Note and, except for payments of principal or payments required under § 3.3, such failure shall continue unremedied for five (5) Banking Days after written notice thereof shall have been given by Lender to Maker, or if any other Event of Default shall occur and be continuing, then, in any such case and at any time thereafter so long as any such failure to pay or other Event of Default shall be continuing, Lender may, at its option, declare the principal of and interest on the Loan, and all other sums payable by the Maker hereunder, to be immediately due and payable, whereupon the same shall become immediately due and payable without protest, presentment, notice, or demand, all of which Maker expressly waives.

GATEWAY ASSOCIATES, a Washington general partnership

By SFC Venture, a Washington general partnership, Its Partner

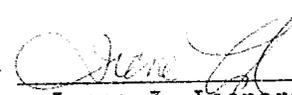
By SIXTH & COLUMBIA ASSOCIATED LIMITED PARTNERSHIP, a Washington limited partnership, Its Partner

By SPF HOLDING COMPANY, a Washington corporation, Its General Partner

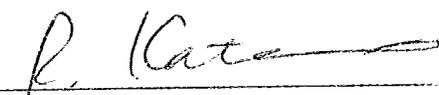
By   
Herman Sarkowsky  
Its President

By FIRST CITY GATEWAY, INC., a  
Washington corporation, Its Partner

By   
G. Neil Hokonson  
Its President

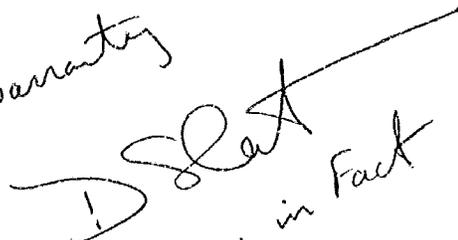
By   
Irene J. Leonard  
Its Vice President

By KG GATEWAY CORPORATION, a Washington  
corporation, Its Partner

By   
Ryuichiro Katano  
Its President

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without recourse, representation  
or warranty

  
Attorney in Fact

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FEB 13 1996



City of Seattle  
Department of Administrative Services

Kenneth J. Nakatsu, Director  
Norman B. Rice, Mayor

February 12, 1996

Honorable Martha Choe, Chair  
Finance Committee  
Seattle City Council

VIA: Tom Tierney, OMP

Dear Councilmember Choe:

At long last, the City is ready to take ownership of Key Tower. As you know, the City has closed the deal for the building and we have reached an agreement well within the parameters set by the Mayor and Council earlier this summer.

The next step in this acquisition process is to set up the mechanics necessary for actually managing the facility. Attached is an ordinance which creates a sub-fund of the General Fund in which lease, parking and other revenues would be deposited and from which building expenses would be disbursed. We feel the General Fund will provide the most visibility and the financial controls necessary to effectively manage this building, especially while the building is occupied by a majority of private tenants. Once the City moves into the building, we may want to consolidate this building's accounting with the revenues and expenses associated with the other City assets in the DAS Operating Fund.

The ordinance gives the Director of the Department of Administrative Services authority to expend monies from this fund and commits to annual reports by DAS on the status of the fund. With the help of our Asset Manager we have estimated the 1996 costs for the building. The appropriation anticipates a continuation of the current level of service, maintenance and tenant improvements consistent with the planned occupancy level.

The amount of our appropriation request is based upon the projected gross revenues for the building. Because decisions are yet to be made regarding the structuring of the bond repayment, we cannot yet estimate the debt service payments. Appropriating the full amount will allow maximum flexibility in making those decisions regarding the bond repayment schedule.

Projections of revenues and costs are consistent with the financial analysis presented to City Council last summer. As soon as long term financing decisions are made, we will be able to bring you a complete budget for the building. I expect to have this by mid-summer. Future budgets and reports by DAS will also include actual debt service.

An equal employment opportunity / affirmative action employer

City of Seattle, Department of Administrative Services, 12th Floor Alaska Building, 618 Second Avenue, Seattle, Washington 98104-2214 (206) 386-1234

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Honorable Martha Choe  
Key Tower  
February 12, 1996  
Page 2

Also in this package is a companion ordinance in which the Council accepts Key Tower on behalf of the City for general municipal purposes and assigns jurisdiction to DAS.

We look forward to discussing these next few steps with you . Please contact Norma Miller on 4-0411 or Mary Pearson on 4-0407 if you have questions.

Thank you for your continued support.

Sincerely,



Ken Nakatsu

KJN:nm:bbk

Attachments

cc: Dwight Dively, Finance Department  
Anne Levinson, Deputy Mayor  
Councilmembers

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TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Marshall Chen*  
\_\_\_\_\_

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRESIDENT'S SIGNATURE

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ROUTING SLIP FOR REQUEST FOR LEGISLATIVE ACTION

Originating Department: Administrative Services

Council Sponsor: \_\_\_\_\_

Date: January 26, 1996

Subject: AN ORDINANCE relating to the Department of Administrative Services,  
accepting property located at 700 Fifth Avenue, commonly known as Key Tower, for  
general municipal purposes.

Date  
Received

Date  
Forwarded

OMB: \_\_\_\_\_

Law: \_\_\_\_\_

Legislation should be routed in the order listed.

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# City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director  
Norman B. Rice, Mayor

February 14, 1996

The Honorable Mark Sidran  
City Attorney  
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT      Administrative Services

SUBJECT:      AN ORDINANCE relating to the Department of Administrative Services, accepting property located at 700 Fifth Avenue, commonly known as Key Tower, for general Municipal purposes.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Monica Power at 684-8076.

Sincerely,

Norman B. Rice  
Mayor

by



Tom Tierney, Director

legis:power56

Enclosure

96-029



2/29/96  
Approved  
RBS

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CITY ATTORNEY

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STATE OF WASHINGTON - KING COUNTY

66670  
City of Seattle, City Clerk

-ss.

No. ORDINANCE 11

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on March 26, 1986, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 118058

AN ORDINANCE relating to the Engineering Department; authorizing the Director of Engineering to execute a two-year grant agreement between the City of Seattle Solid Waste Utility and the Washington Department of Ecology under the Coordinated Prevention Grant Program; and authorizing the acceptance of the grant funds when received.

ORDINANCE NO. 118059

AN ORDINANCE relating to the Water Department; authorizing the issuance of requests for proposals ("RFPs") for consultant services to assist the Department in conducting facilities planning for the Cedar River treatment improvements, performing environmental assessments and environmental impact statement preparation for the new Cedar treatment plant, and developing a master plan for the Landsburg diversion facilities; authorizing the Water Department to negotiate contracts with the successful RFP proposers; authorizing the Water Department to enter into the negotiated contracts; and adopting a work program and schedule for carrying out the facilities planning phase of the Cedar program.

ORDINANCE NO. 118060

AN ORDINANCE relating to the funding for a Program and Funding Study in the Department of Construction and Land Use; increasing the 1986 expenditure allowance of the Department of Construction and Land Use and decreasing a corresponding allowance of the Department of Finance General.

ORDINANCE NO. 118061

AN ORDINANCE relating to the Department of Administrative Services, accepting property located at 700 Fifth Avenue, commonly known as Key Tower, for general municipal purposes.

ORDINANCE NO. 118062

AN ORDINANCE relating to the 1985 budget; authorizing the carry forward of certain unexpended appropriations to the 1986 budget of various departments for both capital and non-capital purposes, and abandoning certain unspent 1985 appropriations, all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, April 11, 1986. 4(1166676)

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

118058-1 1986

was published on

04/11/86

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

Subscribed and sworn to before me on \_\_\_\_\_  
A. Kentz

Notary Public for the State of Washington, residing in Seattle

Affidavit of Publication

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