

Ordinance No. 119931

Council Bill No. 113174

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with the Seattle Center Foundation regarding the raising of private funds for Seattle Center Redevelopment Phase II.

CF No. _____

Date Introduced: <u>4-24-00</u>		
Date 1st Referred: <u>4-24-00</u>	To: (committee) <u>CULTURE, ARTS & PARKS</u>	Finance, Budget & Economic Development Committee
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>5-8-00</u>	Full Council Vote: <u>6-0</u>	
Date Presented to Mayor: <u>5-9-00</u>	Date Approved: <u>5-11-00</u>	
Date Returned to City Clerk: <u>5-11-00</u>	Date Published: <u>2</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action

5/3/00 FBEA No p

5-8-00 Passed 6-0
(Excused: NL, PS, HW)

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

Law Department

Law Dept. Review

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Review

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City Clerk
Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Neil Linton
Councilmember

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development

Committee Action:

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con/m
Mr. Bell
5-8-00 Passed 6-0
(Excused: NL, PS, HW)

Finance, Budget & Economic Development Committee
RE, ARTS PARKS
T.O. <input checked="" type="checkbox"/>
F.T. <input type="checkbox"/>

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

Law Department

Law Dept. Review OMP Review *(V)* City Clerk Review *(e)* Electronic Copy Loaded Indexed

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ORDINANCE 119931

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with the Seattle Center Foundation regarding the raising of private funds for Seattle Center Redevelopment Phase II.

WHEREAS, in 1991 the voters of the City of Seattle authorized a "Seattle Center and Community Center" levy lid lift under the provisions of RCW 84.55.010 to make capital improvements at Seattle Center, among other things; and

WHEREAS, the projects authorized by the voters have been completed; and

WHEREAS, the Seattle Center 2000 Master Plan, which was adopted in 1991, identifies several other important capital projects, including the redevelopment of the Opera House; and

WHEREAS, on November 2, 1999 the voters of the City of Seattle authorized renewal of the "Seattle Center and Community Center" levy lid lift under the provisions of RCW 84.55.010 to make, among other things, improvements to the Seattle Center Opera House, and to replace the Seattle Center Flag Pavilion with a new Festival Pavilion and open space, which improvements are part of what is called Seattle Center Redevelopment Phase II; and

WHEREAS, On June 28, 1999 the Seattle City Council approved Ordinance 119520 authorizing the sale of up to \$9,000,000 of limited tax general obligation bonds for purposes of paying part of the cost of redevelopment of the Opera House into a Performance Hall; and

WHEREAS, the proposed budget for Seattle Center Redevelopment Phase II anticipates a shared funding between public and private sources; and

WHEREAS, the Seattle Center Foundation, a nonprofit corporation organized under the laws of the State of Washington, was created in 1977 to assist in the planning, development and management of projects and other activities at the Seattle Center by providing financial assistance for such projects and activities;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, an agreement with the Seattle Center Foundation substantially in the form of the

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1 agreement attached hereto and identified as "AGREEMENT BETWEEN THE CITY OF
2 SEATTLE AND THE SEATTLE CENTER FOUNDATION" under which the Seattle
3 Center Foundation commits to certain private fundraising goals for specified Seattle Center
4 redevelopment projects included as part of Seattle Center Redevelopment Phase II.

5 Section 2. Any act consistent with the authority and prior to the effective date of this
6 ordinance is hereby ratified and confirmed.

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

11 Passed by the City Council the 8th day of May, 2000, and signed by
12 me in open session in authentication of its passage this 8th day of May,
13 2000.

14
15 Margaret C. Papp
16 President of the City Council

17 Approved by me this 11 day of MAY, 2000.

18 Paul Schell
19 Mayor

20 Filed by me this 11th day of May, 2000.

21 Jessie E. Papp
22 City Clerk

23
24
25
26
27 (SEAL)

28 Attachments

29 AGREEMENT BETWEEN THE CITY OF SEATTLE AND THE SEATTLE CENTER
30 FOUNDATION

31 Attachment A - Project Cashflow

32 Attachment B - Performance Hall Budget

33 Attachment C - Seattle Center Foundation Investment Policies (upon adoption)

34 Attachment D - Seattle Center Naming Policies

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Ordinance 119931

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**AGREEMENT BETWEEN
THE CITY OF SEATTLE
AND
THE SEATTLE CENTER FOUNDATION**

THIS AGREEMENT is entered into this ____ day of _____, 2000 ("Effective Date"), by and between the Seattle Center Foundation ("SCF") a Washington not-for-profit corporation, and the City of Seattle (the "City") acting by and through its Seattle Center Department ("Seattle Center Department") and the Director thereof.

WHEREAS, in 1991 the voters of the City of Seattle authorized a "Seattle Center and Community Center" levy lid lift under the provisions of RCW 84.55.010 to make capital improvements at Seattle Center, among other things; and

WHEREAS, the projects authorized by the voters have been completed; and

WHEREAS, the Seattle Center 2000 Master Plan, which was adopted in 1991, identifies several other important capital projects, including the redevelopment of the Opera House; and

WHEREAS, on November 2, 1999 the voters of the City of Seattle authorized renewal of the "Seattle Center and Community Center" levy lid lift under the provisions of RCW 84.55.010 to make, among other things, improvements to the Seattle Center Opera House, and to replace the Seattle Center Flag Pavilion with a new Festival Pavilion and open space, which improvements are part of an overall scheme of development known as the "Seattle Center Redevelopment Phase II"; and

WHEREAS, on June 28, 1999 the Seattle City Council approved Ordinance 119520 authorizing the sale of up to \$9,000,000 of limited tax general obligation bonds if the renewal of the Seattle Center and Community Center lid lift was approved November 2, 1999 for purposes of paying part of the cost of redevelopment of the Opera House into a Performance Hall; and

WHEREAS, the proposed budget for Seattle Center Redevelopment Phase II anticipates a shared funding between public and private sources; and

WHEREAS, the SCF was created in 1977 to assist in the planning, development, and management of projects and other activities at the Seattle Center by providing financial assistance for such projects and activities; and

WHEREAS, THE Board of the SCF has approved the role of the SCF in taking the lead in obtaining private donations as proposed in this Agreement; and

WHEREAS, the SCF has thus far received a pledge of \$10,000,000 from the Kreielsheimer Foundation for the purposes of making improvements to the Seattle Center Opera House;

NOW, THEREFORE, the City and the SCF hereby enter into this Agreement to set forth the terms and conditions under which the City and SCF shall cooperate to achieve the goals of Seattle Center Redevelopment Phase II including, but not limited to, renovation of the Opera House into a new Performance Hall; replacement of the Flag Pavilion with a new, below-grade Festival Pavilion building at the same location with adjacent open space improvements; and open space and pedestrian improvements along the Mercer Street corridor, also known as the "Theatre District Improvements." For purposes of this Agreement these separate and interrelated elements shall be called the "Project."

1. Definitions.

A. "Available Amounts" means the amount of funds from private donations to the SCF that are available and committed to the Project.

B. "City's Financial Representative" means the official designated by the City to determine and substantiate the validity of private financial pledges and related financial commitments.

C. "Confidential Information" means (i) the names of donors and the terms and conditions of donations given to SCF for the Project under this Agreement, and (ii) the financial books and records relating to SCF expenses and donations under Section 18 of this Agreement. "Confidential Information" shall not include information that becomes publicly available through no fault of the City or which the City is required to disclose pursuant to RCW 42.17.

D. "Performance Hall Project Executive Leadership Team ("PHELT") means the team of people overseeing development of the Performance Hall Project. The PHELT is comprised of the Seattle Center Director and Redevelopment Director; the Artistic Director of the Pacific Northwest Ballet and a Board Member Representative; the General Manager of the Seattle Opera and a Board Member Representative; the Executive Director of the Seattle Center Foundation and a Board Member of the Foundation.

E. "Project Cashflow" means the projected schedule of revenues and expenses of the Project, as last estimated by the parties, which is attached hereto, labeled "Attachment A-n" (with "n" being the sequential number of the latest revision, if any, thereof).

2. Term.

This Agreement shall commence on May 1, 2000, and shall terminate May 1, 2005, unless sooner terminated as provided herein. SCF, upon the mutual agreement of the parties, shall have the right to extend this Agreement for up to two additional three-year periods ("Extended Terms") upon the terms and conditions contained herein.

3. Description of Projects.

A. Performance Hall

The Performance Hall project incorporates a seismic upgrade of the Opera House within a comprehensive renovation of the building. Included are a new HVAC system, increased backstage and above stage spaces to meet modern production requirements, and a significant increase in restrooms. The Seattle Opera ("Opera") and the Pacific Northwest Ballet ("Ballet") will be the prime tenants of the renovated Performance Hall. The Performance Hall will also be used for festivals, school performances, concerts, and other community events. As part of this project, the Mercer Arena will be converted into a temporary performance venue for the Opera and Ballet while the Opera House is closed for construction.

B. Festival Pavilion

This project involves demolishing the existing 17,000 sq. ft. Flag Pavilion and replacing it with a 14,000 sq. ft. below-grade structure at the same location, creating an open space plaza at the roof level of the new Festival Pavilion. The adjacent hard surface Flag Plaza will be converted to green space. The Festival Pavilion will continue to be used for community cultural festivals, consumer and trade shows, and a variety of other community events.

C. Theatre District

The Theatre District consists of a series of open space and pedestrian improvements along Mercer Street at the northern edge of Seattle Center. The goals of these improvements are to increase open space, to develop a more pedestrian friendly environment along Mercer Street, to open up the campus to the surrounding neighborhood, and to celebrate the world-class performing arts groups along Mercer Street.

4. Responsibilities of the Parties.

A. Project Financing

The parties recognize that the funding for the Project is dependent upon the contribution of funds from private donations, the City, the State of Washington, King County, and interest earnings. The parties acknowledge that SCF will receive the funds it is committed to raise for the Project from third parties and that portions of the Project funding, from both public and private fund sources, are not yet secured and there is no guarantee that such funding will be secured.

B. SCF's Fundraising Commitment

- 1) Performance Hall Project

The SCF hereby commits to use its best efforts to fundraise and contribute to the City, for the purposes of design and construction of the Performance Hall, Fifty-five Million Dollars (\$55,000,000) towards the \$110,000,000 Performance Hall budget which is attached to this agreement and labeled "Attachment B", or such revised amount as may be agreed to by the parties in a revised Project Cashflow, according to the terms and schedules outlined in this Agreement.

2) Festival Pavilion Project

The SCF hereby commits to use its best efforts to fundraise and contribute to the City, for the purposes of design and construction of the Festival Pavilion, Two Million Seven Hundred and Fifty Thousand Dollars (\$2,750,000), or such revised amount as may be agreed to by the parties in a revised Project Cashflow, according to the terms and schedules outlined in this Agreement.

3) Theatre District Project

In the event additional funds, designs, equipment or objects are donated to SCF for the Theatre District, (a) SCF may contribute those donated funds, equipment or objects to the City according to the terms and schedules outlined in this Agreement, or (b) the parties may agree to revise the Project Cashflow to include such additional donations.

5. Fundraising Costs.

A. Definition of Fundraising Costs

SCF will incur expenses in its efforts to raise private contributions for the Project. For purposes of this Agreement, these expenses shall include, but not be limited to, employee salaries and associated benefits, office space, services, materials, supplies, equipment, postage and other similar costs as determined by SCF ("Fundraising Costs"). Fundraising Costs shall not include any costs of financing private contributions to the Project.

B. SCF's Right to Use Private Funds for Fundraising Costs.

i) Except as provided in Subsection ii. below, SCF shall retain for fundraising costs from the private contributions:

a. for the Performance Hall -- not more than Two Million Six Hundred Thousand Dollars (\$2,600,000);

b. for the Festival Pavilion -- not more than Two Hundred Thousand Dollars (\$200,000);

c. for the Theatre District -- not more than ten percent (10%) of said donations.

ii) In the event that donors make private contributions made to SCF designated for the Performance Hall and the Festival Pavilion that are in excess of Fifty Seven Million Seven Hundred and Fifty Thousand Dollars (\$57,750,000), SCF shall retain from the private contributions in excess of \$57,750,000 not more than ten percent (10%) of said donations for fundraising costs.

6. Gift Acceptance Policies

The following policies are those adopted by the Seattle Center Department and the City as part of their legal obligations and civic responsibilities. SCF voluntarily agrees to comply with such policies for its solicitation of donations for the Projects listed in Section 3 above.

A. Seattle Center is a family-oriented public resource and strives to maintain the highest level of civic responsibility to the public, its tenants and clients. As such, the City will not accept gifts that diminish the family-oriented nature of Seattle Center.

B. Gifts of property, artwork, in-kind materials or services, or other valuables other than cash, securities, stocks or bonds, shall be subject to the written approval of the PHELT prior to the City's decision to accept such gifts as part of the SCF obligations under Section 4.B., above. Such request for approval will be made by SCF to the Seattle Center Director and a response shall be provided by PHELT within sixty (60) days of the receipt of said request.

C. The City may accept gifts of equipment or materials or other Project elements when such gifts may be used as elements of or enhancements to the Project. For gifts that are considered elements of the Project, the SCF shall determine the value of the donation, and the Seattle Center Director shall determine the amount, if any, that shall be credited against the financial commitment of the SCF to the City, per Section 4.B. of the Agreement. Gifts that are project enhancements and therefore not incorporated in the current Project Cashflow shall not result in a reduction of the SCF financial commitment under Section 4.B.

7. Investment of Private Funds

A. Responsibility for Investment. SCF shall be responsible for the investment of private funds from the time said funds are contributed to SCF until the time they are used to pay Project expenses.

B. Establishment of Investment Policies. SCF shall develop, adopt, and operate under written "Investment Policies" which shall govern the investment of

private funds received for the Project. Separate Investment Policies may be created for the Performance Hall, the Festival Pavilion and the Theatre District projects. The Investment Policies shall be developed by SCF volunteers with financial management expertise. Upon adoption, a copy of such investment policy or policies shall be included as "Attachment C" to this Agreement and incorporated herein.

C. Gifts Other Than Cash. Private contributions take many forms and may include, among other things, gifts of stocks, bonds, or securities. SCF shall determine, consistent with its Investment Policies, the most opportune time and method of conversion of such assets into cash, if it is in the best financial interest of the Project to make such conversion.

8. Interest Earnings

Interest earnings from private donations are included towards meeting SCF's financial contribution to the Project under Section 4.B., above.

9. City's Commitment of Funds to the Project.

A. Financial Commitment for the Performance Hall Project

1) In accordance with Ordinance 119522 which placed Proposition 1 on the ballot, the City has committed to fund from the voter-approved Proposition 1, a maximum of Twenty Nine Million Dollars (\$29,000,000) for the purposes of design and construction of the Performance Hall, including the creation of a temporary performance venue in the Mercer Arena according to the terms and schedules outlined in this Agreement.

2) In accordance with Ordinance 119520, the City has committed to issue Limited Tax General Obligation Bonds in the maximum principal amount not to exceed Nine Million Dollars (\$9,000,000) for the purposes of paying part of the costs of redeveloping the Seattle Center Opera House into a Performance Hall. The Project Cashflow assumes the amount of City-issued LTGO bonds is \$8.4 million with the remainder of the City's contribution to the Performance Hall project being in the form of interest earnings on the proceeds of Proposition 1 and City-issued LTGO bonds. The City's contribution to the project from all sources shall be no less than \$38 million.

B. Financial Commitment for the Festival Pavilion Project

1) In accordance with Ordinance 119522 which placed Proposition 1 on the ballot, the City has committed to fund from the voter-approved Proposition 1, a maximum of Seven Million Dollars (\$7,000,000) for the purposes of design and construction of the Festival Pavilion, according to the terms and schedules outlined in this Agreement.

- 2) In accordance with Ordinance 119811, the City has appropriated Nine Hundred Thousand Dollars (\$900,000) of existing capital funds originally designated for the Flag Pavilion to the Festival Pavilion project.

10. Determination of Private Resources Available to the Project.

SCF, the Seattle Center Director and the City's Financial Representative shall, from time to time, jointly review the private donations committed to the Project to evaluate the Available Amounts. The Available Amounts shall remain subject to any SCF claims, liens and liabilities.

The decision of the SCF at any time as to the Available Amounts shall be final; provided that the City's Financial Representative shall have the right to independently evaluate the sufficiency of any or all of the contributions comprising the Available Amounts to enable the City to determine whether to proceed with the construction phases of the Project. To determine the Available Amounts, the parties agree that SCF shall:

- i. Deposit all private funds received by it for the Project into one or more separate account(s) established by a national bank or other financial institution ("the Bank(s)"). The City's Financial Representative may propose one or more Banks to the SCF, and the SCF agrees to not unreasonably withhold consent to using one or more of such proposed Banks. Funds in this/these account(s) shall be reserved and used solely for the Project;
- ii. Deliver, or cause to be delivered, to the City, upon request, a written communication from the Bank(s) to the SCF, on Bank letterhead and signed by a Bank officer with authority to contractually bind the Bank(s), confirming the amount the Bank(s) has on deposit in the SCF Project account (the aggregate amount of which funds shall be specified in such Bank communication);
- iii. Provide the City, upon request, with an itemized list of all non-cash contributions or commitments to the Project and the current value of each; and
- iv. Provide the City, upon request, with a copy of any documents evidencing a binding commitment for loan(s) or lines(s) of credit provided to SCF for the Project.

11. Scheduled Release of Private Funds for Project.

Private funds for the Project shall be made available to the City as shown in the Project Cashflow, as most recently revised.

SCF shall remit to the City, by the first day of each quarter identified in the Project Cashflow, as most recently revised, the total amount whose funding source is identified as private funding for each of the identified projects. That portion of the private funding designated for Fundraising Costs as defined in Section 5 shall be retained by SCF. Remittance shall be made to:

Seattle Center Fiscal Services
Attn: Fiscal Services Manager
305 Harrison Street
Seattle, WA 98109

12. Revisions in Project Cashflow and Allocation of Funding Responsibility.

A. Project Cashflow Revision Process

The parties recognize that the Project Cashflow is dynamic and subject to change as information, funding and design considerations are developed. No change to the total amount that SCF is responsible for contributing to the Project, or to the timing of those contributions shall be made without the mutual written approval of the Seattle Center Director, the City's Financial Representative and SCF. Changes to the Project Cashflow, which do not affect the amount that SCF is responsible for contributing to the Project or to the timing of those contributions, shall be made at the sole discretion of the City.

B. Revised Project Cashflow

Each Project Cashflow revision shall include and identify the total cost of the Project and the total amount each party is responsible for acquiring and contributing to the Project. Each revised Project Cashflow shall be dated and designated "Attachment A-n", with "n" being the sequential number of the latest revision, if any, thereof.

13. Donor Naming Opportunities.

A. Naming Opportunities

SCF may propose to name the new Performance Hall building, the Festival Pavilion or the Festival Pavilion plaza and may propose to name any of their various plazas, foyers, boxes, internal rooms, areas, and components and create a permanent structure for donor recognition as an incentive for the giving of private contributions to the SCF for the Project. The ultimate name or designation given to such building or plaza, or the various internal rooms, foyers, boxes, areas, and components and the form and location of any permanent structure created for donor recognition, shall be subject to approval by the Seattle Center Director. Approval shall be deemed given within ten (10) days after the Director's receipt of written notice from SCF of a proposed name, unless the Director objects within such period, in writing.

B. Naming Policy

All proposed names shall be consistent with the Seattle Center Naming Policy, attached to this Agreement and labeled as "Attachment D", which recognizes and honors the family orientation of Seattle Center. In recognition of the family orientation of Seattle Center, naming opportunities which diminish the family orientation of Seattle Center will not be approved.

C. Naming Limitations

SCF may propose additional naming opportunities beyond those listed in Section 13.A., above, but such naming opportunities shall be approved, in writing, by the Seattle Center Director, prior to the discussion or offering of such naming opportunity to any other party in the Project. Naming opportunities are made available only for the useful life of the building and will not be revised or reassigned if the buildings, lobbies, plazas and individual seats are discontinued or significantly remodeled. Names, once given, will not be changed or revised, even if the donor's name or a company or corporation name is changed or revised, except as authorized in policies promulgated by the Seattle Center Director.

14. Other Public Funding.

The Project Budget assumes public contributions of Five Million Dollars (\$5,000,000) from King County and Twelve Million Dollars (\$12,000,000) from the State of Washington. Some of these funds have not yet been committed by these entities. The City recognizes that responsibility for the acquisition of these funds is not the responsibility of SCF. To the extent practicable, SCF will assist the City in securing these funds. SCF will not be responsible for costs associated with the acquisition of funds from King County and the State of Washington except as mutually agreed to by the parties.

15. Reporting Requirements.

A. SCF Reporting to City

1) SCF Report on Private Donations. SCF shall report quarterly (according to the fiscal quarters set forth in the Project Cashflow), to the Seattle Center Director on the status of private donations to the Project. The reports shall be provided within thirty (30) days of the end of the quarter, and shall include, but not be limited to, the total amount and type of pledges made to each project, the estimated value of contributions which will be converted to cash, cash donations and interest earnings. Donors' names shall be omitted from any such reports.

2) SCF Report on Fundraising Costs. SCF shall report quarterly (according to the fiscal quarters set forth in the Project Cashflow), in a format acceptable to the Seattle Center Director, on expenses incurred by

the SCF in the raising of private funds under this Agreement. Such reports shall be provided within thirty (30) days of the end of the quarter.

B. City Reporting to SCF

- 1) City Report on Public Funding. The Seattle Center shall report quarterly (according to the fiscal quarters set forth in the Project Cashflow), to SCF on the status of public funding for the Project. The report shall be provided within thirty (30) days of the end of the quarter, and shall include, but not be limited to the total amount and type of contributions made to the Project from each fund source.
- 2) City Report on Project Status. The Seattle Center shall report quarterly (according to the fiscal quarters set forth in the Project Cashflow), to SCF on the status of each project. The report be provided within thirty (30) days of the end of the quarter, and shall include, but not be limited to, the project budget, the expenditures to date for each project, the project balance remaining and the current schedule for each project.

16. Termination of Contract.

The parties hereby acknowledge that the giving of private funds to the Project is inextricably tied to the quality and design of the Project and that private contributions are being made contingent upon the use of the funds for these specific projects. In the event that SCF feels that the Project is significantly redefined from the scope and scale of Opera House improvements described in the November 1997 "Action Plan for Mercer Complex Redevelopment at Seattle Center" and the schematic design of the new Festival Pavilion to the extent that SCF finds it impracticable to continue to effectively solicit private donations for the Project, then if:

- i. The City has not entered into a construction contract with a contractor for the Performance Hall Project, the Festival Pavilion Project or the Theatre District Project; and
- ii. If the Seattle Center Director and the SCF Board of Trustees mutually agree that the Project has been significantly redefined to the extent that SCF finds it impracticable to continue to solicit private donations effectively, then this contract may be terminated by SCF, which termination shall be effective upon receipt by the Seattle Center Director of written notice thereof.

17. Dispute Resolution.

SCF and the City fully expect that they will form an effective team for decision-making that arises in the course of the Project. The parties share a commitment to undertake the Project decision-making by consensus to the maximum practicable extent. If, on issues related to the buildings and facilities of Seattle Center, consensus is not achievable, after a good faith and timely effort by both parties, then SCF acknowledges

that the City, through the Seattle Center Director, bears ultimate responsibility for the City's public facilities at the Seattle Center and for the City's contracts with the Project architect and contractor. Accordingly, SCF recognizes that if a conflict related to such public facilities or contracts persists following good faith efforts to reach a consensus decision, the decision of the Seattle Center Director shall be final. If, on issues related to the business practices and policies of SCF, consensus is not achievable, after a good faith and timely effort by both parties, the matter shall be referred to a Dispute Resolution Committee comprised of (i) the Seattle Center Director, (ii) the SCF Chairman of the Board of Trustees, and (iii) an independent party who shall serve as a nonvoting member of the committee except in the case of deadlock (the "Independent Committee Member"). The Independent Committee Member shall be an individual qualified and experienced in fundraising matters that is unaffiliated with either the City or SCF, and shall be selected by mutual agreement of the SCF Chairman of the Board of Trustees and the Seattle Center Director.

A majority of the committee shall determine the matter in dispute within ten (10) days after the completion of the parties' presentations and argument regarding the issue. The Committee's decision shall not be binding upon the parties hereto, and either party shall have the right to seek resolution of the matter in dispute through other processes mutually agreed upon or available at law.

Notwithstanding the existence of any dispute between the parties hereto, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement that are not affected by the dispute.

18. Books and Records; Audit.

A. SCF shall keep true, accurate, complete and auditable records and receipts relating to expenses of and private donations to the Project, which records shall be subject to approval as to form by the Director and shall be retained in King County, Washington, for at least thirty-six (36) months after the Project is completed.

B. SCF shall permit the Seattle Center Department from time to time during regular working hours, as the Director of Seattle Center deems necessary, to inspect and audit in King County, Washington and to verify the accuracy of the expenses paid in relation to the Project or donations made to the Project pursuant to this Agreement; provided, however, that such inspection and audit shall not unreasonably interfere with the daily work of the SCF. SCF shall supply the Seattle Center Department with, or shall permit the Seattle Center Department to make, copies of any such books and records or any portion thereof, upon the Seattle Center Department's request and at the Seattle Center Department's cost. Any such books and records, or any copies thereof, shall, at the discretion of SCF, have the donor names removed or omitted.

C. Seattle Center covenants and warrants that it will make a good faith effort to keep the information acquired from the examination of such books and

records, including the names of donors and the terms and conditions of donations, confidential and that it will not disclose any of such information for any purpose during the term hereof or any time thereafter except with respect to the disclosure of information concerning the expenses paid or the donations made to the Project, and otherwise as may be required by law.

19. Confidentiality

The City agrees that at all times during the term of this Agreement, and in perpetuity thereafter, it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of SCF. If the City has any questions as to what comprises such Confidential Information, the City agrees to consult with SCF.

20. Indemnity.

The City agrees to defend, indemnify and hold harmless SCF and its affiliates, directors, officers, employees, agents and independent contractors from any and all damages, costs and expenses (including attorney's fees) incurred in connection with any and all claims arising directly or indirectly from the design and construction of the Project, and the City agrees to pay promptly for all costs, expenses, liens and judgments arising therefrom. In addition, the City agrees to defend, indemnify and hold harmless SCF and its affiliates, directors, officers, employees, agents and independent contractors from any and all damages, costs and expenses (including attorney's fees) incurred in connection with any and all claims arising directly or indirectly from any use of donated funds for a purpose other than the purpose originally set forth by the donor, provided that the SCF supplied correct information to the City regarding the donor's restrictions on use of the donated funds. SCF agrees to defend, indemnify and hold harmless the City and its affiliates, directors, officers, employees, agents and independent contractors from any and all damages, costs and expenses (including attorney's fees) incurred in connection with any and all claims arising directly or indirectly from any use of donated funds for a purpose other than the purpose originally set forth by the donor, provided that the SCF did not supply correct information to the City regarding the donor's restrictions on use of the donated funds.

21. Choice of Laws.

This Agreement shall be construed and controlled under the laws of the State of Washington. Both the City and SCF consent to jurisdiction and venue in King County Superior Court.

22. Headings.

The headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by the Agreement.

23. Invalidity.

In case a provision of the Agreements is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

24. Binding Effect.

The Agreement shall be binding on successors and assigns of the City or SCF.

25. Assignment.

This Agreement, and any rights or obligations hereunder, shall not be assignable by either party by contract or by operation of law.

26. Notices.

Except as otherwise provided herein, any notice or communication to be given by one party to the other under this Agreement, must be in writing. Written notices or communications and remittances shall be (i) hand delivered; (ii) mailed, postage prepaid, by United States mail; or (iii) sent by express mail, to the following respective addresses or to such other addresses as the parties, from time to time, may specify in writing:

If to the City: Seattle Center Director
 305 Harrison Street
 Seattle, WA 98109

If to the SCF: Chair, Board of Trustees
 Seattle Center Foundation
 Center House, 3rd Floor
 305 Harrison
 Seattle, WA 98109

27. Amendments.

This Agreement may be amended only by a written document executed by both parties and which on the SCF's behalf has been expressly authorized by its Board of Directors.

IN WITNESS WHEREOF, the parties hereto have had their respective representatives execute this Agreement in the spaces provided below:

CITY

SEATTLE CENTER FOUNDATION

Signature

Signature

By _____

By _____

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this ____ day of _____, 2000, before me personally appeared _____, to me known to be the _____, of the Seattle Center Department of THE CITY OF SEATTLE, the City that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at _____
My commission expires _____.

STATE OF WASHINGTON)
)ss:
COUNTY OF KING)

On this ____ day of _____, 2000, before me personally appeared _____, to me known to be the _____, of the Seattle Center Foundation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Foundation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at _____
My commission expires _____

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Attachment B

Seattle Center Performance Hall Budget

	BUDGET
Shell	\$21,000,000
Basement Excavation and Foundation	\$0
Vertical Structure	\$0
Floor and Roof Structure	\$0
Exterior Cladding	\$0
Roofing and Waterproofing	\$0
Interiors	\$16,000,000
Interior Partitions	\$0
Interior Finishes	\$0
Equipment & Vertical Transportation	\$0
Function Equipment & Specialties	\$0
Vertical Transportation	\$0
Mechanical and Electrical	\$19,000,000
Plumbing	\$0
Heating, Ventilation, Air Conditioning	\$0
Electrical and Communications	\$0
Fire Protection	\$0
Site Construction	\$4,300,000
Site Preparation & Demolition	\$0
Site development	\$0
Site Utilities	\$0
Total	\$60,300,000
CONTR. GEN. COND.	\$2,704,304
CONTR. GEN. COND. CONT.	\$500,000
OVHD. & PROFIT	\$1,552,000
Maximum Allowable Construction Cost	\$65,056,304
CONTINGENCY	\$6,505,630
BOND	
Construction subtotal	\$71,561,934
TELECOM WIRING, EQUIPMENT	\$250,000
FURNITURE, FIXTURES, EQUIPMENT	\$1,225,000
STAGE EQUIPMENT	\$3,643,957
LIGHTING EQUIPMENT	\$546,080
SOUND SYSTEM	\$876,750
VIDEO CAMERA SYSTEM	\$273,750
KITCHEN EQUIPMENT	\$229,389
HAZARDOUS WASTE ABATEMENT	\$704,493
Contingency on lines 32-34	\$6,820,776
WSST (on lines 31-35)	\$86,132,129
struction Total	\$86,132,129
HAZARDOUS MATERIAL SURVEY	\$10,000
SITE CIVIL SURVEY	\$10,000
GEOTECHNICAL INVESTIGATIONS	\$50,000
ENVIRONMENTAL REVIEW (Supp EIS ?)	\$0
TFM RELOCATION	\$350,000
RELOCATE VETERANS	\$0
PROFESSIONAL FEES	\$7,809,794
REPRODUCTION	\$250,000
PERMITS	\$731,300
PUBLIC WORKS FEES	\$100,000
TESTING AND INSPECTION	\$731,364
PUBLIC ART	\$550,000
GC PRECONSTRUCTION SERVICES	\$250,000
PROJECT MANAGEMENT	\$2,475,000
ADMINISTRATION	\$300,000
LEGAL	\$0
SEATTLE DESIGN COMMISSION	\$50,000
COMMISSIONING	\$175,000
NOISE CONTROL VERIFICATION	\$25,000
SEATTLE CITY LIGHT SERVICE CHARGES	\$350,000
UTILITY CHARGES	\$25,000
CLOSURE/RELOCATION/OPENING	\$6,650,000
FUND RAISING COSTS	\$2,600,000
SOFT COSTS CONTINGENCY	\$375,413
TOTAL PROJECT BUDGET	\$110,000,000

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Attachment C

**Seattle Center Foundation Investment Policies Governing the Investment of
Private Funds Received for Seattle Center Redevelopment Phase II**

To be included upon adoption by the Board of Trustees of the Seattle Center
Foundation.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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Attachment D



DEPARTMENT POLICY & PROCEDURE

Subject: NAMING OF PUBLIC SPACES POLICY FOR SEATTLE CENTER REDEVELOPMENT PHASE II	Number: SC-P-042
	Effective: May 1, 2000 Supersedes: Not Applicable
	Approved: Page: ONE of FOUR

1.0 PURPOSE

- 1.1 To provide departmental policies and procedures regarding the naming of public spaces at Seattle Center related to Seattle Center Redevelopment Phase II. The naming of public facilities and spaces at Seattle Center creates an opportunity to honor those people and organizations who contribute generously to the achievement of Seattle Center's vision:

"We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals, community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community."

The naming of a Seattle Center facility or public space has a permanency to it that must reflect both dignity and significance as well as honor the public ownership of Seattle Center and the donor and the community.

2.0 ORGANIZATION AFFECTED

- 2.1 The Seattle Center Department.



3.0 REFERENCE

3.1 Ordinance 94446 which establishes the responsibilities of the Seattle Center Director and Ordinance _____ authorizing the execution of an agreement with the Seattle Center Foundation regarding the raising of private funds for Seattle Center Redevelopment Phase II.

4.0 POLICY

4.1 Reasons for Naming Seattle Center's Public Spaces:

Seattle Center will name public spaces to:

- A. Show appreciation to a private donor for a substantial philanthropic gift benefiting the Seattle Center;
- B. Give prominent recognition for eminence in intellectual, artistic, civic and other endeavors associated with Seattle Center; or
- C. Honor individuals whose personal and professional contributions have been important to Seattle Center as an institution.

4.2 Further Clarification for Determining if Naming of a Public Space is Appropriate:

4.2.1. Financial Guidelines:

- 4.2.1.1 Major private financial contributions which significantly enhance a public facility;
- 4.2.1.2 Private financial contributions over time which have added to the strength and vitality of Seattle Center;
- 4.2.1.3 Gifts which have the purpose of and the ability to stimulate other significant contributions.

4.2.2 Property:

- 4.2.2.1 Property donations which significantly enhance Seattle Center as a public facility.

4.2.3 Intellectual or Inspirational Contribution:

- 4.2.3.1 A naming for public space(s) may be recommended for an individual who has served the community for an extended period of time and who has earned local and national reputation for eminent achievement in his or her field of expertise.

4.3 Guidelines for Naming of Seattle Center Public Spaces: The conferring of a naming opportunity will:

- 4.3.1. Recognize that Seattle Center is a valued public community asset; advance the reputation of Seattle Center as well as increase the



understanding and public support for its programs; and be a source of pride for community and individuals honored.

- 4.3.2. Give preference to individual and foundation names over the names of for-profit corporations and businesses.
- 4.3.3. Recognize that some for-profit corporations and local businesses have long-standing community connections that currently support community-based organizations in a variety of manners. These corporations and businesses' names will have public space naming recognition preference over other for-profit corporations and businesses' names.
- 4.3.4. Consider the impact of the name on the public. The name should not confuse the public about the location or function of the designated facility or public space, but rather it should enhance a visitor's ability to identify, locate and use the facility or public space.

4.4 Limitations on the Naming of Public Spaces:

- 4.4.1. All proposed names shall recognize and honor the family orientation of Seattle Center. Naming opportunities associated with alcohol, tobacco, or firearms or which diminish the family orientation of Seattle Center will not be considered.
- 4.4.2. Naming opportunities are available only for the useful life of the facility or other public space. Names will not be revised or reassigned if the facility or space is discontinued or significantly remodeled. Names, once given, will not be changed or revised, even if the donor's name or a company or corporation name is changed or revised except as authorized in policies promulgated by the Seattle Center Director.

4.5 Public Spaces Considered for Naming Opportunities:

Names shall be considered for buildings, plazas, foyers, performance boxes, internal rooms, and special areas and components of facilities. Seattle Center may also create permanent structures for donor recognition as an incentive for the giving of private contributions. Additional naming opportunities may be considered or created, subject to the approval of the Seattle Center Director.

4.6 Name Selection:

The ultimate name or designation given to any public space shall be subject to the approval of the Seattle Center Director.

5.0 RESPONSIBILITY



- 5.1 It is the responsibility of the Seattle Center staff to follow this policy for naming of public spaces.
- 5.2 It is the responsibility of the Seattle Center Director, or the Director's designee, to administer this policy.
- 5.3 It shall be the responsibility of Seattle Center to work with the Seattle Center Foundation, and other relevant individuals or organizations, in developing fundraising opportunities and creating naming opportunities as an incentive for the giving of private contributions to the Seattle Center Foundation, or other relevant individuals or organizations, for the benefit of Seattle Center.

7.0 APPENDIX

- 7.1 Distribution List - a copy of this Department Policy and Procedure Statement shall be distributed to Seattle Center Directors and the Seattle Center Foundation.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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PAUL SCHELL, Mayor
VIRGINIA ANDERSON, Director

HOME TO...

THE ARTS

Intiman Theatre
KCTS/Channel 9
Northwest Craft Center
Pacific Northwest Ballet
Pottery Northwest
Seattle Arts Commission
Seattle Center Academy
Seattle Children's Theatre
Seattle Opera
Seattle Repertory Theatre

SPORTS TEAMS

Seattle Storm
Seattle SuperSonics
Seattle Thunderbirds

ATTRACTIONS

Experience Music Project
Fun Forest Amusement Park
International Fountain
Pacific Science Center
Seattle Center House
Seattle Center Monorail
Space Needle
The Children's Museum

FESTIVALS

artsEdge
Bite of Seattle
Bumbershoot
Festál Cultural Festivals
KING 5 Winterfest
Northwest Folklife Festival
Seattle International Children's Festival
Whirligig

305 HARRISON STREET
SEATTLE, WA 98109-4645
TEL: 206.684.7200
FAX: 206.684.7342
www.seattlecenter.com



April 24, 2000

The Honorable Margaret Pageler
President, Seattle City Council
1100 Municipal Building
Seattle, Washington 98104

Via: Mayor's Office

Attention: Dwight Dively, Director, Executive Services Department

Subject: LEGISLATION AUTHORIZING AN AGREEMENT WITH THE
SEATTLE CENTER FOUNDATION REGARDING THE
RAISING OF PRIVATE FUNDS FOR SEATTLE CENTER
REDEVELOPMENT PHASE II

Dear Councilmember Pageler:

The attached legislation authorizes Seattle Center, on behalf of the City of Seattle, to enter into an agreement with the Seattle Center Foundation (SCF) regarding the raising of private funds for Seattle Center Redevelopment Phase II. Redevelopment Phase II includes renovation of the Opera House into the Performance Hall; replacement of the Flag Pavilion with a new, below-grade Festival Pavilion building at the same location with adjacent open space improvements; and open space and pedestrian improvements along the Mercer Street corridor also known as "Theatre District" improvements.

The proposed funding package for Seattle Center Redevelopment Phase II includes levy proceeds from the 1999 Seattle Center and Community Centers Levy approved by Seattle voters in November 1999, Councilmanic bonds, contributions from the State of Washington and King County, and over \$57 million in private donations.

Private donations are proposed to account for half, or \$55,000,000, of the cost of the Performance Hall project, and for \$2,750,000 of the \$10.6 million Festival Pavilion project. No budget has been established for Theatre District improvements, but it is anticipated that private funding will pay for a portion of this work. To date, over \$1.2 million in private funds has been contributed for planning, schematic design, and property acquisition. SCF is assuming responsibility for raising private donations and giving them to the City for Seattle Center Redevelopment Phase II.



Accommodations for people with disabilities provided on request (206) 684-7200

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

The Honorable Margaret Pageler
April 24, 2000
Page 2

The Seattle Center Foundation is a private non-profit corporation, created in 1977 by volunteers interested in assisting in the planning, development, and management of projects and other activities at the Seattle Center. Since that time, SCF has provided financial support for a variety of activities at Seattle Center including the Seattle Center Peace Academy, the Arts and Sciences Academy, the Ewen C. Dingwall memorial courtyard, and a variety of artworks. SCF is governed by a Board of Trustees, currently chaired by Mr. James Faulstich, retired President of the Federal Home Loan Bank of Seattle. SCF staff includes an Executive Director, Tracy Robinson, and other support and fundraising personnel.

Key elements of the attached agreement with SCF include:

- SCF commits to use its best efforts to fundraise and contribute to the City \$57,750,000, less fundraising costs, for the Performance Hall and Festival Pavilion and to provide these funds during project construction and close-out according to a cashflow schedule attached to the agreement;
- SCF is responsible for investment of the private donations and shall establish investment policies which will be incorporated into the agreement (Dr. William Gerberding, former President of the University of Washington, will chair the SCF's investment committee);
- The City will designate a Financial Representative who will review private contributions and pledges and determine whether and for what amount these contributions and pledges can be considered available for use;
- As an incentive for private donations, SCF may propose names for the Performance Hall and the Festival Pavilion as well as any of their various plazas, foyers, boxes, rooms and components. Any such names shall be subject to the approval of the Seattle Center Director and shall be in accordance with Seattle Center's naming policies, which are attached to the agreement.

Seattle Center is very gratified that SCF has stepped up to take on the task of raising over \$57 million in private funds for Seattle Center Redevelopment Phase II. As you know, SCF is off to a very promising start, with the pledge of \$10,000,000 from the Kreielsheimer Foundation for the Performance Hall project.

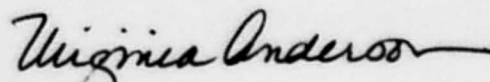
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The Honorable Margaret Pageler
April 24, 2000
Page 3

I urge your approval of this legislation, in order that SCF may continue its work towards its ambitious fundraising goal in support of the renovation and construction of important City facilities.

If you would like any additional information regarding this legislation, please call Ned Dunn at 684-7212.

Sincerely,



Virginia Anderson

Attachments

cc: James Faulstich, Chair, Board of Trustees, Seattle Center Foundation

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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**FISCAL NOTE - AGREEMENT BETWEEN THE CITY OF SEATTLE AND
THE SEATTLE CENTER FOUNDATION**

Department: Seattle Center	Contact Person/Phone: Ned Dunn 684-7212 Kerry Smith 615-0358	CBO Analyst/Phone: Sara Levin 684-8691
--------------------------------------	---	--

Legislation Title:

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with the Seattle Center Foundation regarding the raising of private funds for Seattle Center Redevelopment Phase II.

Summary of the Legislation:

This legislation authorizes Seattle Center, on behalf of the City of Seattle, to enter into an agreement with the Seattle Center Foundation (SCF) regarding the raising of private funds for Seattle Center Redevelopment Phase II. Redevelopment Phase II includes renovation of the Opera House into the Performance Hall; replacement of the Flag Pavilion with a new, below-grade Festival Pavilion building at the same location with adjacent open space improvements; and open space and pedestrian improvements along the Mercer Street corridor also known as "Theatre District" improvements.

The proposed funding package for Seattle Center Redevelopment Phase II includes levy proceeds from the 1999 Seattle Center and Community Centers Levy approved by Seattle voters in November 1999, Councilmanic bonds, contributions from the State of Washington and King County, and over \$57 million in private donations.

Background (Include justification for the legislation and any funding history, if applicable):

In July of 1990, following an extensive two-year community based planning effort, the Seattle City Council adopted the Seattle Center 2000 Plan, a Master Plan to guide the development of Seattle Center. In 1991 the voters of Seattle approved the Seattle Center and Community Centers levy lid lift under the provisions of RCW 84.55.010 to begin implementation of Phase I of the Seattle Center 2000 Plan. The projects authorized by the voters have been completed. The Seattle Center 2000 Plan identified several other important capital projects, including the redevelopment of the Opera House. On November 2, 1999 the voters of the City of Seattle approved a renewal of the Seattle Center and Community Centers levy lid lift to make, among other things, improvements to the Seattle Center Opera House, and to replace the Seattle Center Flag Pavilion with a new Festival Pavilion and open space. These improvements, together with open space and pedestrian improvements along the Mercer Street corridor,

also known as "Theatre District" improvements, are part of Seattle Center Redevelopment Phase II.

In June, 1999, the Seattle City Council approved Ordinance 119520 authorizing the sale of up to \$9,000,000 of limited tax general obligation bonds for purposes of paying part of the cost of redevelopment of the Opera House into a Performance Hall.

The proposed budget for the Performance Hall and Festival Pavilion portions of Seattle Center Redevelopment Phase II anticipates shared funding for the projects from a variety of sources including private donations, proceeds from the 1999 levy renewal, Councilmanic bonds, the Cumulative Reserve Subfund, the State of Washington and King County, and interest earnings generated from these sources.

The agreement with SCF deals with the anticipated private donations portion of the funding plan for Redevelopment Phase II and outlines the terms and conditions upon which those donations will be sought. The proposed budget for the Performance Hall includes private donations of \$55 million, or half of the \$110 million project budget. The proposed budget for the \$10.6 million Festival Pavilion project includes \$2,750,000 of private contributions. No budget has been established for Theatre District Improvements, but it is anticipated that a portion of this funding will come from private sources, and the SCF is authorized to accept those private donations.

The Seattle Center Foundation is a private nonprofit corporation organized under the laws of the State of Washington. It was created in 1977 to assist in the planning, development and management of projects and other activities at Seattle Center, providing financial assistance for such projects and activities. Since its inception, SCF has assisted Seattle Center in a number of projects including financial support for the Seattle Center Peace Academy, the Arts and Sciences Academy, creation of the Ewen C. Dingwall Memorial Courtyard, and a variety of artworks.

Key elements of the attached agreement with SCF include:

Key elements of the attached agreement with SCF include:

- SCF commits to use its best efforts to fundraise and contribute to the City \$57,750,000, less fundraising costs, for the Performance Hall and Festival Pavilion and to provide these funds during project construction and close-out according to a cashflow schedule attached to the agreement;
- SCF is responsible for investment of the private donations and shall establish

investment policies which will be incorporated into the agreement (Dr. William Gerberding, former President of the University of Washington, will chair the SCF's investment committee);

- The City will designate a Financial Representative who will review private contributions and pledges and determine whether and for what amount these contributions and pledges can be considered available for use;
- As an incentive for private donations, SCF may propose names for the Performance Hall and the Festival Pavilion as well as any of their various plazas, foyers, boxes, rooms and components. Any such names shall be subject to the approval of the Seattle Center Director and shall be in accordance with Seattle Center's naming policies, which are attached to the agreement.

Sustainability Issues (related to grant awards): n/a

Estimated Expenditure Impacts:

There are no expenditure impacts to Seattle Center associated with raising private donations for Seattle Center Redevelopment Phase II, other than the fact that private funds will be expended for Phase II capital projects. SCF will be responsible for all of the fundraising costs to raise the private funds.

FUND	2000	2001	2002
Seattle Center Operating Fund	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Estimated Revenue Impacts:

SCF commits to raise \$57,750,000, minus fundraising costs, in private donations for the Performance Hall and Festival Pavilion projects.

FUND	1999	2000	2001
TOTAL	\$		

Estimated FTE Impacts: None

Do positions sunset in the future? n/a If so, when? n/a

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

Other Issues (including long-term implications of the legislation):

The raising of \$57,750,000 in private funds is critical to the successful implementation of the Performance Hall and Festival Pavilion capital projects. The success of private fundraising will help in the efforts to secure funding from the State of Washington and King County.

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Attachment D



DEPARTMENT POLICY & PROCEDURE

Subject: NAMING OF PUBLIC SPACES POLICY FOR SEATTLE CENTER REDEVELOPMENT PHASE II	Number: SC-P-042
	Effective: May 1, 2000 Supersedes: Not Applicable
	Approved: Page: <u>ONE</u> of <u>FOUR</u>

1.0 PURPOSE

- 1.1 To provide departmental policies and procedures regarding the naming of public spaces at Seattle Center related to Seattle Center Redevelopment Phase II. The naming of public facilities and spaces at Seattle Center creates an opportunity to honor those people and organizations who contribute generously to the achievement of Seattle Center's vision:

"We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals, community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community."

The naming of a Seattle Center facility or public space has a permanency to it that must reflect both dignity and significance as well as honor the public ownership of Seattle Center and the donor and the community.

2.0 ORGANIZATION AFFECTED

- 2.1 The Seattle Center Department.

3.0 REFERENCE

3.1 Ordinance 94446 which establishes the responsibilities of the Seattle Center Director and Ordinance _____ authorizing the execution of an agreement with the Seattle Center Foundation regarding the raising of private funds for Seattle Center Redevelopment Phase II.

4.0 POLICY

4.1 Reasons for Naming Seattle Center's Public Spaces:

Seattle Center will name public spaces to:

- A. Show appreciation to a private donor for a substantial philanthropic gift benefiting the Seattle Center;
- B. Give prominent recognition for eminence in intellectual, artistic, civic and other endeavors associated with Seattle Center; or
- C. Honor individuals whose personal and professional contributions have been important to Seattle Center as an institution.

4.2 Further Clarification for Determining if Naming of a Public Space is Appropriate:

4.2.1. Financial Guidelines:

- 4.2.1.1 Major private financial contributions which significantly enhance a public facility;
- 4.2.1.2 Private financial contributions over time which have added to the strength and vitality of Seattle Center;
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understanding and public support for its programs; and be a source of pride for community and individuals honored.

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4.4 Limitations on the Naming of Public Spaces:

4.4.1. All proposed names shall recognize and honor the family orientation of Seattle Center. Naming opportunities which diminish the family orientation of Seattle Center will not be considered.

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4.6 Name Selection:

The ultimate name or designation given to any public space shall be subject to the approval of the Seattle Center Director.

5.0 RESPONSIBILITY

- 5.1 It is the responsibility of the Seattle Center staff to follow this policy for naming of public spaces.
- 5.2 It is the responsibility of the Seattle Center Director, or the Director's designee, to administer this policy.
- 5.3 It shall be the responsibility of Seattle Center to work with the Seattle Center Foundation, and other relevant individuals or organizations, in developing fundraising opportunities and creating naming opportunities as an incentive for the giving of private contributions to the Seattle Center Foundation, or other relevant individuals or organizations, for the benefit of Seattle Center.

7.0 APPENDIX

- 7.1 Distribution List - a copy of this Department Policy and Procedure Statement shall be distributed to Seattle Center Directors and the Seattle Center Foundation.

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IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

118351
City of Seattle, City Clerk

—ss.

No. ORD. TITLES 0

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

CTOT: 119930-119934

was published on

05/18/00

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

05/18/00

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 8, 2000, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 624-5344.

ORDINANCE NO. 119930

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with the Seattle International Children's Festival for the presentation of annual festivals at Seattle Center.

ORDINANCE NO. 119931

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an agreement with the Seattle Center Foundation regarding the raising of private funds for Seattle Center Redevelopment Phase II.

ORDINANCE NO. 119932

AN ORDINANCE relating to the Community Development Block Grant Fleets Loan Program; authorizing renewed advances on existing loans after early repayments are required to support other Block Grant activities pending availability to the City of annual entitlement funds; authorizing the Director of Economic Development to enter into related modification agreements, including an agreement with Rose & Associates, L.L.C. for the Promenade Red Apple Market; appropriating Community Development Block Grant funds for such advances; and ratifying and confirming prior acts.

ORDINANCE NO. 119934

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

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, May 18, 2000.
5/18(119931)

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

Ordinance 119931

35 mm

Seattle Center Redevelopment Phase II

Attachment A-1

(rev. 12/17/99)

(in 000's)

	2000	2000	2000	2000	2001	2001	2001	2001	2002	2002	2002	2002	2003	2003	2003	2003	2004	2004	2004	2004	2004	2004	2004	2004	2004	2004	2004	2004
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
BEGINNING BALANCE	0	2	5,520	4,164	11,633	9,124	9,008	5,046	10,446	8,297	2,022	1,702	2,115	3,040	262	478	368	93	93	93	93	93	93	93	93	93	93	93
SOURCES																												
Lever Proceeds		6,703		9,185		3,525		8,192		199		7,944																
SeeCtr Other Public Funding																												
CHF - Flag	900																											
State reimbursement							750	750	750	750	1,500	1,500			3,000	3,000												
County reimbursement											2,500						1,250				1,250							
Subtotal	900	0	0	0	0	0	750	750	750	750	4,000	1,500	1,250	0	3,000	3,000	1,250	0	0	0	1,250	0	0	0	0	0	0	0
SeeCtr Private Funding																												
Performance Hall	300	200	200	200	200	200	200	200	3,900	5,200	10,200	10,200	10,100	8,000	2,000	4,000												
Festival Pavilion	0	0	0	25	25	25	25	863	863	863	863	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	300	200	200	225	225	225	225	863	4,263	5,863	10,863	10,200	10,100	8,000	2,000	4,000	0	0	0	0	0	0	0	0	0	0	0	0
S/T Loan Proceeds															3,000	(1,500)	0	(1,500)										0
L/T Loan Proceeds	0	0	0	0	0	0	0	0	0	0			8,400								0	0	0	0	0	0	0	0
Funds Needed for L/T Debt Service											0		188		252		613		241		634		236					
Total Funds Available	1,200	8,906	5,720	13,574	11,858	12,875	9,983	14,851	15,458	13,108	16,884	21,348	22,033	14,040	4,014	7,478	722	93	334	93	716	93	322	93				
USES & FINANCING																												
Inflation Index					1.0	1.0	1.0	1.0	1.03	1.23	1.03	1.03	1.06	1.06	1.06	1.06	1.09	1.09	1.09	1.09								
Seattle Center																												
Performance Hall / Temp. Venue	(988)	(1,095)	(1,236)	(1,800)	(2,300)	(3,495)	(4,365)	(2,025)	(6,536)	(8,400)	(14,010)	(18,855)	(18,705)	(13,776)	(3,256)	(7,110)	0	0	0	0	0	0	0	0	0	0	0	0
Fund Raising Costs	(300)	(200)	(200)	(225)	(225)	(225)	(225)	(225)	(225)	(225)	(225)	(300)	(100)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Flag Pavilion	(30)	(120)	(200)	(175)	(375)	(275)	(475)	(2,225)	(2,560)	(2,550)	(975)	(409)	(50)															
Operating Losses																												
Subtotal for SeeCtr	(1,186)	(1,385)	(1,636)	(2,000)	(2,900)	(3,995)	(5,065)	(4,475)	(9,311)	(11,175)	(15,210)	(19,269)	(18,855)	(13,776)	(3,256)	(7,110)	0	0	0	0	0	0	0	0	0	0	0	0
Community Centers		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal SeeCtr/ComCtr	(1,186)	(1,385)	(1,636)	(2,000)	(2,900)	(3,995)	(5,065)	(4,475)	(9,311)	(11,175)	(15,210)	(19,269)	(18,855)	(13,776)	(3,256)	(7,110)	0	0	0	0	0	0	0	0	0	0	0	0
Short-Term Financing																												
Debt Issue Costs													0	(45)							0	0	0	0	0	0	0	0
Interest on S/T Loan	4.300%												0	0	(32)	(18)	(18)	0	0	0	0	0	0	0	0	0	0	0
S/T Loan Balance (\$)													0	3,000	1,500	1,500	0	0	0	0	0	0	0	0	0	0	0	0
Long-Term Financing																												
Debt Issue Costs													0															
Interest	6.000%												0	0	(252)		(252)		(241)		(241)		(230)					
Principal													0	0	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400
L/T Loan Balance (\$)													0	0	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400
Period													1		1		1		2		2		3					
TOTAL USES & FINANCING	(1,186)	(1,385)	(1,636)	(2,000)	(2,900)	(3,995)	(5,065)	(4,475)	(9,311)	(11,175)	(15,210)	(19,269)	(18,855)	(13,821)	(3,508)	(7,136)	(629)	0	(241)	0	(624)	0	(230)	0				
Net funds available	2	5,520	4,086	11,574	8,958	8,880	4,918	10,376	6,146	1,933	1,674	2,081	3,010	219	478	362	93	93	93	93	93	93	93	93	93	93	93	93
Interest Earnings	5.750%	0	0	79	89	168	129	129	148	16	28	24	30	43	3	7	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Interest Earnings		0	0	79	138	304	433	561	761	869	897	921	951	994	997	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004
ENDING BALANCE	2	5,520	4,164	11,633	9,124	9,008	5,046	10,446	8,297	2,022	1,702	2,115	3,040	262	478	368	93	93	93	93	93	93	93	93	93	93	93	93

Seattle Center Redevelop

(rev. 12/17/99)

(in 000's)

	2006	2006	2006	2006	2007	2007	2007	2007	2008	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Totals:
BEGINNING BALANCE	93	93	93	93	93	93	93	93	93	0
SOURCES										
Livy Proceeds										35,748
SeeCty Other Public Funding										900
CRF - Flag										12,000
State reimbursement										5,000
County reimbursement										17,900
Subtotal	0	0	0	0	0	0	0	0	0	
SeeCty Private Funding										55,000
Performance Hall	0	0	0	0	0	0	0	0	0	2,750
Festival Pavilion	0	0	0	0	0	0	0	0	0	57,750
Subtotal	0	0	0	0	0	0	0	0	0	
S/T Loan Proceeds										0
L/T Loan Proceeds	0	0	0	0	0	0	0	0	0	8,400
Funds Needed for L/T Debt Service	636		218		647		206		889	119,798
Total Funds Available	728	93	310	93	740	93	297	93	753	4,492
										not funded from project (offset below)
										0
										119,798 funding available
USES & FINANCING										
Inflation Index										
Seattle Center										(107,400)
Performance Hall / Temp. Venue	0	0	0	0	0	0	0	0	0	(2,800)
Fund Raising Costs										(10,400)
Flag Pavilion										0
Operating Losses										(120,800)
Subtotal for SeeCty	0	0	0	0	0	0	0	0	0	0
Community Centers	0	0	0	0	0	0	0	0	0	0
Subtotal SeeCty/ComCty	0	0	0	0	0	0	0	0	0	(120,800)
Short-Term Financing										(46)
Debt Issue Costs										(65)
Interest on S/T Loan	4.300%	0	0	0	0	0	0	0	0	(119)
S/T Loan Balance (3)										(120,716)
Long-Term Financing										(188)
Debt Issue Costs										(2,290)
Interest	6.000%	(230)		(218)	(218)		(206)		(206)	(4,492)
Principal		(405)			(430)				(488)	(2,034)
L/T Loan Balance (3)		7,381	7,381	7,381	6,821	6,821	6,821	6,821	6,388	
Period		3	4		4	5	5	5	5	
TOTAL USES & FINANCING	(636)	0	(218)	0	(647)	0	(206)	0	(680)	(126,382)
Not funds available	93	93	93	93	93	93	93	93	93	119,798
Interest Earnings	5.750%	0	0	0	0	0	0	0	0	(126,716)
Cumulative Interest Earnings	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	1,004	(912)
										total needed from interest earnings
										1,004
										Interest earnings
ENDING BALANCE	93	93	93	93	93	93	93	93	93	93
										93 balance