

ORDINANCE No. 121727

COUNCIL BILL No. 115159

AN ORDINANCE relating to the Department of Parks and Recreation (Department), authorizing a Memorandum of Understanding (MOU) between the Department and the Seattle Chinese Garden Society (Society) to support Phase I of the Seattle Chinese Garden; authorizing the Department's \$600,000 contribution to the Society for said project in exchange for the provision of public benefits that derive from the project and as set forth in the attached MOU.

COMPTROLLER FILE No. _____

Introduced: JAN 24 2005	By: DELLA
Referred:	To: Parks, Neighborhoods & Education
Referred: JAN 24 2005	To:
Referred:	To:
Reported: 1-31-05	Second Reading:
Third Reading: 1-31-05	Signed: 1-31-05
Presented to Mayor: 2-1-05	Approved: 2/9/05
Returned to City Clerk: 2/9/05	Published: Like 3pp
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

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N:Ø
1st DD, 2nd JG

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommed that the same:

1-31-05 Passed 8-0 (Excused: Steinhuech)

①

Committee Chair

One
G

Legislative Department

ORDINANCE

121727

AN ORDINANCE relating to the Department of Parks and Recreation (Department), authorizing a Memorandum of Understanding (MOU) between the Department and the Seattle Chinese Garden Society (Society) to support Phase I of the Seattle Chinese Garden; authorizing the Department's \$600,000 contribution to the Society for said project in exchange for the provision of public benefits that derive from the project and as set forth in the attached MOU.

WHEREAS, the City of Seattle (City), its Sister City of Chongqing, China, and the Seattle Chinese Garden Society have worked closely for over 15 years to develop a major Chinese Garden in Seattle that reflects the beauty and composition of an authentic Sichuan Chinese garden; and

WHEREAS, City Council Resolution 27832, adopted in 1988, designated land on the campus of South Seattle Community College (SSCC) as the preferred site for the Garden and directed the Department to complete a feasibility study; and

WHEREAS, City Council Ordinance 114521, adopted in 1989, authorized funding for the preliminary design of the Garden; and

WHEREAS, from 1994 to 1998, the Society, the Seattle Community College District IV (District), and SSCC negotiated an Option Agreement and Lease for use of the site by the Society for the development and operation of the Seattle Chinese Garden; and

WHEREAS, the Option Agreement requires the Society to have accomplished various milestones in order to exercise the Society's right to lease the property, including developing construction documents for Phase I of the Garden and an educational plan, and raising \$6.3 million for the construction and operation of the Garden; and the Society has made substantial progress on all of these requirements; and

WHEREAS, the Society has requested funding from the City to assist in the design and construction of the Garden; and

WHEREAS, in 2000, the City appropriated \$100,000 from the Department's Operating Fund, and from 2001 to 2004, the City appropriated \$125,000 in each year from the Unrestricted Subaccount of the Cumulative Reserve Subfund, for a total of \$600,000, all of which has carried forward to the 2005 Budget to support the development of the Seattle Chinese Garden Phase I, which is anticipated to be "a fully functional Chinese Garden", contingent on an agreement between the City and the Society or the State of Washington as owner of the property; and



WHEREAS, the Department and Society provided a briefing to the City Council in October 2002 concerning the MOU and said MOU memorializes the agreements and conditions that have been discussed between the Society and the Department; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Superintendent of the Department of Parks and Recreation and recommended by the Mayor, the Superintendent is authorized to execute, for and on behalf of the City of Seattle, a Memorandum of Understanding (MOU) with the Seattle Chinese Garden Society substantially in the form of the agreement attached hereto as Attachment I and identified as "Memorandum of Understanding between The City of Seattle Department of Parks and Recreation and Seattle Chinese Garden Society," in order to support the Seattle Chinese Garden Phase I Development Project (CIP # K732078).

Section 2. The Superintendent is further authorized to expend Five Hundred Thousand Dollars (\$500,000) from the Cumulative Reserve Subfund, Unrestricted Subaccount, and another One Hundred Thousand Dollars (\$100,000) from the Parks and Recreation Fund, all of which has previously been appropriated within the Building Component Renovations (K72444) Budget Control Level, for the purposes stated in Section 1 of this ordinance.

Section 3. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.



Section 4. 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 31st day of January, 2005, and signed by me in open session in authentication of its passage this 31st day of January, 2005.

San Diego
President _____ of the City Council

Approved by me this 9th day of February, 2005.

Gregory J. Nickels
Gregory J. Nickels, Mayor

Filed by me this 9th day of February, 2005.

Deborah E. Peppin
City Clerk

(Seal)

Attachment I: Memorandum of Understanding between the City and the Seattle Chinese Garden Society



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

January 11, 2005

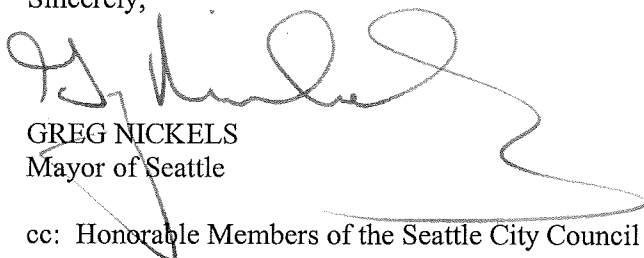
Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

The attached proposed Council Bill will authorize the execution of a Memorandum of Understanding (MOU) between the Seattle Department of Parks and Recreation (DPR) and the Seattle Chinese Garden Society to support development of Phase I of the Seattle Chinese Garden. The proposed MOU will authorize the release of \$600,000 from DPR to the Seattle Chinese Garden Society in exchange for the provision of public benefits derived from the design, construction, and operation of the Garden. These funds were previously appropriated for this purpose, and have been carried over to 2005. The City will receive approximately \$2 million worth of direct public benefits over a 25 year period, including free admission days and free passes for Seattle residents into the Garden. The Society anticipates commencing construction in the summer of 2005, with an anticipated public opening in June 2006.

The adoption of this legislation will allow Seattle's citizens and visitors to enjoy the beauty of an authentic Sichuan style Chinese garden and benefit from the cultural diversity that has made our city what it is today. Should you have questions please contact Charles Ng, Manager of DPR's Contracts and Business Resources Unit at 684-8001.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



Attachment I to DPR Chinese Garden Ordinance

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF SEATTLE

and

THE SEATTLE CHINESE GARDEN SOCIETY

Regarding

USE AND ACCESS OF THE SEATTLE CHINESE GARDEN

This Memorandum of Understanding ("MOU") is entered into by and between The City of Seattle ("City") a first class city of the State of Washington, acting by and through its Superintendent of the Department of Parks and Recreation ("Department"), and the Seattle Chinese Garden Society ("Society"), a Washington non-profit corporation.

1. RECITALS

- 1.1 WHEREAS, the City, its Sister City of Chongqing, People's Republic of China, and the Society have worked closely together for over 15 years to develop a major Chinese garden in the City that reflects the beauty and composition of an authentic Sichuan Chinese garden ("Garden"); and
- 1.2 WHEREAS, City Council Resolution 27832, adopted in 1988, designated a site approximately 7.1 acres in size on the campus of South Seattle Community College ("SSCC") as the preferred site for the Garden and directed the Department to complete a feasibility study related thereto; and
- 1.3 WHEREAS, City Council Ordinance 114521, adopted in 1989, authorized the expenditure of \$20,000 toward a consultant design and construction coordination team to ensure that the Garden development process and drawings prepared in China are suitable for development in Seattle in terms of permits, construction, use and maintainability, and compatible with applicable legal requirements; and
- 1.4 WHEREAS, City Council Ordinance 115980, adopted in 1991, authorized the expenditure of \$62,250 toward an Environmental Review and an Economic and Financial Feasibility Analysis for the preferred site; and
- 1.5 WHEREAS, in 1998 the Society, the Seattle Community College District IV ("District") and SSCC executed an "Option Agreement" detailing the conditions that the Society must meet before it can execute a long term lease of the preferred site, which extends the option until July 1, 2005; and
- 1.6 WHEREAS, the City recognizes that an authentic Sichuan Chinese Garden and cultural center inside the City limits has substantial cultural, recreational, and



educational value to Seattle residents by promoting a greater understanding of Chinese culture, architecture, historic design, and gardens; and

- 1.7 WHEREAS, the City desires to obtain specific use and access rights to the Garden for its citizens and for itself as a corporate entity and provide compensation for the same; and
- 1.8 WHEREAS, the City Council has approved past appropriations that secure funding for the City's purchase of the above valuable public benefits.

NOW, THEREFORE, the parties hereto covenant, promise and agree as follows:

2. EFFECTIVE DATE

This MOU shall be effective when fully executed by the parties following approval by the Seattle City Council.

3. CONDITION AND TIMING OF PAYMENT TO THE SOCIETY

In consideration of the property interest to be granted and the public benefits to be provided to the City as stated in Section 4, the City shall pay to the Society Six Hundred Thousand Dollars (\$600,000.00), lawful money of the United States, after the Society shall have satisfied each of the following conditions:

- 3.1 The Society has (i) exercised the option it currently holds under that certain "Option Agreement" dated December 7, 1998, as amended by "Amendment No. 1 to Option Agreement" dated December 7, 2001, between The Seattle Chinese Garden Society and the Seattle Community College District VI, South Seattle Community College ("SSCC"), agencies of the State of Washington; and (ii) executed the lease (subject to such revisions as SSCC, the City and the Society deem appropriate) which is attached to that Option Agreement as Exhibit O-3 (the "Lease"); and
- 3.2 The Society has executed a restrictive covenant and easement in its leasehold interest in favor of the City for the use of and access to the Garden as specifically set forth in Section 4 below; and
- 3.3 The State of Washington, as landowner and landlord under the Lease, has, in a document suitable for recording:
 - 3.3.1. Agreed to allow the grant of the easement and restrictive covenant of the Society's leasehold interest as set forth in Section 4 below; agreed to make any necessary modification to the Lease and/or to grant necessary permission pursuant to the Lease for purposes of allowing such easement and restrictive covenant; and



3.3.2. Agreed not to take any action that would unreasonably interfere with such easement and restrictive covenant; and

3.3.3. Agreed, in the event of a default under the Lease by the Society which results in a termination of the Lease, to continue to maintain the Garden using a suitable operator for a period of nine (9) years beginning on the first date of the Use Period and to honor the rights conferred on the City by the easement and restrictive covenant, as specifically set forth in Section 4 below, or to pay the City \$600,000, less the value of the public benefits provided up to the date of the default, in accordance with the Schedule of Benefits attached hereto as Exhibit A.

For purposes of this Agreement, the "Use Period" is the period beginning on the first day that the garden is open for business to the general public, and continuing for twenty-five (25) years thereafter.

3.4 The City shall have approved the design of Phase I of the Garden.

4. CONSIDERATION TO THE CITY OF SEATTLE

In consideration of the payment to be made pursuant to Section 3 above, the Society shall provide the City with an easement and restrictive covenant, substantially in the form of Exhibit B, granting the City and public the benefits specifically set forth therein, and covenanting that the Society's leasehold interest in the Garden property shall be used exclusively for the development, construction, and operation of a classic-style Sichuan Chinese garden and related uses and for no other purpose whatsoever. The Superintendent may make such minor changes to the form of easement and restrictive covenant as are in the City's best interests. The easement and restrictive covenant shall be recorded.

5. MAINTENANCE AND OPERATION RESPONSIBILITIES

The City shall have no maintenance or operation responsibilities. The Society shall have sole responsibility for maintenance and operation of the Garden.

6. DEPARTMENT OVERSIGHT/AUDIT

6.1 The Department shall have the right to monitor and oversee the Society's compliance with the requirements and conditions of this MOU. The Society shall provide the Department with reasonable access to all information, records and facilities that would assist the Department in monitoring the Society's compliance hereunder.



- 6.2 The Society shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in connection with the development of the Garden. These records shall be subject at all reasonable time to inspection, review or audit in King County by personnel duly authorized by the Department, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation or contract.

7. **COMPETITIVE BID PROCESS AND PREVAILING WAGES**

The Society agrees to comply to the extent practicable with the following in regards to the United States contractors:

7.1 Complete Competitive Bid Process. The Society shall:

7.1.1. Develop a written specification of the item(s) or scope of work to be purchased and the criteria for selection of a vendor or contractor.

7.1.2 Use its best efforts to solicit bids, proposals or cost estimates from qualified vendors or contractors including state certified Women and Minority Business Enterprises (WMBEs).

7.1.3 Obtain at least three written bids.

7.1.4. Select the lowest and best qualified bidder, based upon written selection criteria.

7.1.5. Maintain a file on the process that describes who the bids were solicited from, how the bids were evaluated, and the reasons why one particular vendor was chosen over another. The Society will be required to submit a written statement describing the bid and selection process and to keep all documentation for six (6) years.

- 7.2 Prevailing Wage. The Society must determine that the selected United States contractor understands and agrees to pay prevailing wage to its employees and that prior to the contractor being issued any monthly progress payment, the contractor and every subcontractor must have on file a *Statement of Intent to Pay Prevailing Wages* form approved by the State Department of Labor and Industries.



8. NONDISCRIMINATION

Affording Equal Employment Opportunity under Seattle Municipal Code Ch. 20.44, as now or hereafter amended, during the performance of this MOU and during the Use Period is mandatory and the Society agrees as follows:

- 8.1 “During the performance of this contract, the Society will not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Society will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Society agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

“The Society will, prior to commencement and during the term of this contract, furnish to the Director of Executive Administration (as used herein "Director" means the Director of Executive Administration or his/her designee) upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the Society in implementing the terms of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

“If upon investigation the Director finds probable cause to believe that the Society has failed to comply with any of the terms of these provisions, the Society and the contracting authority shall be so notified in writing. The contracting authority shall give the Society an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the Society with the terms of these provisions.



“Failure to comply with any of the terms of these provisions shall be a material breach of this contract.

“The foregoing provisions will be inserted in all subcontracts for work covered by this contract.”

- 8.2 The Society shall comply with the Americans With Disabilities Act of 1990 ("ADA") which in addition to existing federal, state, and city non-discrimination laws, extends the same civil rights protection to persons with disabilities which have been granted on the basis of race, color, religion, sex, age and national origin. Among other things and to the extent required by the ADA, the Society shall:

8.2.1 Provide advance notification of public meetings regarding the project with the statement “accommodation for persons with disabilities available upon request” and provide any reasonably requested accommodations;

8.2.2 Hold public meetings in accessible locations;

8.2.3 Provide alternate forms of communication if requested;

8.2.4 Make programs or services provided to the public accessible;

8.2.5 Construct barrier-free physical projects; and

8.2.6 Increase general awareness of and sensitivity to people with disabilities.

9. DISPUTE RESOLUTION

Any disputes that may arise under this MOU shall first be resolved through amicable negotiations, if possible, between the Department and the Society. If such parties do not agree upon a resolution within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

10. TERMINATION

- 10.1 Either party may terminate this MOU without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; superior governmental regulation or control, or in the public interest.



- 10.2 The City may terminate this MOU in the event that the Society shall have failed to perform any of the covenants or conditions of this MOU (a "Default").

If the Society is in Default, the City shall provide written notice to the Society, specifying the nature of the Default, the reasonable number of days (but not more than sixty (60) days) after the date of the notice within which such Default must be cured to avoid termination, and the City's intention to terminate this MOU if the Default is not corrected within such stated period; provided however, if the nature of the Default is such that the Default could not be cured within such period but the Society shall have commenced and thereafter diligently pursued a cure within such period, the Society shall not be deemed to be in Default.

- 10.3 In addition to or in lieu of the foregoing, the City shall be entitled to all remedies as may be permitted from time to time by the laws of the State of Washington. The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to the Society's failure to perform any covenant or condition of this MOU shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that the City may have under this MOU or by law or in equity.

11. COMPLIANCE WITH LAW

The Society shall comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

12. APPLICABLE LAW; VENUE

This MOU shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

13. HEADINGS

The headings used in this MOU are for convenience only and do not define or limit the contents.

14. EXHIBITS

The following exhibits are made a part of this MOU:

- | | |
|-----------|---|
| Exhibit A | Schedule of Benefits |
| Exhibit B | Easement and Restrictive Covenant Agreement |



15. ASSIGNMENT

This MOU is personal to each of the parties hereto and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the consent of the other party.

16. ENTIRE AGREEMENT

This MOU and the exhibits attached hereto and forming a part hereof, are all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Society prior to the execution of this MOU shall affect or modify any of the terms or obligations contained in this MOU. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.



On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David D. Buck, known to me to be the President of the Chinese Garden Society, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate above written.

[Signature]

[Printed Name]

NOTARY PUBLIC in and for the State of _____ residing at _____.
My commission expires _____.



Exhibit A of Attachment I to DPR Chinese Garden Ordinance

Schedule of Benefits

The Society shall provide the following for the City of Seattle and residents of the City:

A. Free Access

1. Free Access for City of Seattle Business Meetings and Catering at cost. The City has already been allotted ten (10) days of use per year at no fee to use the Seattle Chinese Garden (Garden) facilities for administrative or other meetings pursuant to an agreement executed under the authority of Ordinance 115980. The Society shall here provide to the City an additional two (2) days of use per year at no fee for a total of twelve (12) days per year at no fee, and the Society shall further provide banquet/catering services for the City on those twelve days at cost. The Society shall provide free access for the City of Seattle business meetings and catering at cost described in this paragraph beginning on the date the Garden is open and charging admission and continuing for a period of twenty five (25) years.

2. Free Access for All Seattle Residents. At least once each month, the Society shall offer free admission to the Garden, including all open exhibits, to all Seattle residents. A Seattle resident is a person whose primary residence is in the City of Seattle. The Society shall make good-faith efforts to publicize the free admission days. These efforts shall include, without limitation, prominently posting the schedule of free days at the Seattle Chinese Garden Facility and including notice of free days in written Garden advertising and literature. The Society shall provide the free access for all Seattle Residents described in this paragraph beginning the date the Garden is open and charging admission and continuing for a period of twenty five (25) years.

3. Free and Reduced Cost Access for Eligible School Groups. The Society shall offer half price admission (off of the general public admission price for children of the same age) to the Garden to all Eligible School Groups for up to and including five (5) such groups per day. An Eligible School Group is a group of not-to-exceed thirty (30) students, with accompanying teachers or other adults, from an accredited primary or secondary school located in the City of Seattle, attending the Garden as part of an organized school function. If fifty percent (50%) of the students in an Eligible School meet the qualifications of the United States National School Lunch Program, there shall be no admission charge at any time. The Society shall provide the free access for Eligible School Groups described in this paragraph for as long as the Garden is in existence.

4. Complimentary Passes. The Society shall provide the Superintendent of the Department of Parks and Recreation of the City of Seattle five hundred (500) complimentary passes to the Garden per year. The Society shall provide the complimentary passes described in this paragraph beginning the date the Garden is open and charging admission and continuing for a period of ten years.



B. Educational Programs: Seattle Public Schools, Seattle Public Libraries, and the City of Seattle

1. Community Service. The Society shall recruit students from the Seattle Public Schools and alternative and special population schools within Seattle to fulfill their community service obligation by becoming volunteers for the Garden. The Society shall endeavor to have at least fifty (50) students annually fulfilling part of their community service obligations by volunteering at the Garden. This activity shall include the period leading up to construction of the Garden by having students volunteer during Garden public programs and as part of the community involvement process for design of the Garden. This activity will continue during construction of the Garden when students can work with schools and others interested in viewing the Chinese artisan's construction of the Garden, and continue through the term of this Agreement during Garden operations.

2. Educational Materials. The Society shall distribute video tapes and computer slide shows (CD ROM) of the design and construction of the Garden to the Seattle Public Library, the Seattle School District, and the Department of Parks and Recreation of the City of Seattle. Within 90 days of the completion of construction of Phase I of the Garden the Society shall distribute hundred (100) copies total of either video tapes and/or CD ROMs as follows: to the Seattle Public Library (30 copies), Seattle Public Schools (50 copies) and the Department of Parks and Recreation (20 copies).

3. Teacher Curriculum. The Society shall develop teacher curriculum materials (paper format and computer slide show format) and distribute to all Seattle Public Schools, Seattle Public Libraries, and the Department of Parks and Recreation of the City of Seattle. The curriculum will ultimately range from elementary school level up to college level. The initial curriculum shall be developed and distributed without charge within one year of the opening of the Garden.

4. Model Display. The Society shall ensure that the architectural model of the Seattle Chinese Garden shall be available for display in the Seattle Public Libraries within 30 days following the completion of construction of Phase I of the Garden and shall be scheduled to allow the Society to utilize the model for on-going fundraising.

C. Diversity Programs

1. Foreign Language Tours. The Society shall give tours in several languages in addition to English (Chinese, Spanish, and in American Sign Language) using volunteer interpreters. The Society will distribute printed tour materials in several languages. The tours and printed materials will be available both during construction and during operation of the Garden. Tours will be provided once a month during the summer peak season.

2. Diversity Recruitment. The Society shall have a diversity recruitment plan to increase its volunteer base for the docent program, which provides an adult learning



environment. Docent training shall include instruction in Chinese philosophy, literature, horticulture, history and art as they relate to Chinese gardens. Docents shall also receive training in public speaking, plant identification and the history of the Garden. Field trips include visits to the Portland Chinese Garden and the Seattle Asian Art Museum. The Society shall train at least ten minority docents per year.

3. Festivals. The Society shall host at least three festivals each year that contribute to the community's understanding of Chinese and Asian culture and an awareness of cultural diversity.

4. Displays. The Society shall have at least one exhibit annually that highlights the cultural diversity of Seattle and, in particular, the contribution of Asian Americans to Seattle's development.

Nothing in this Exhibit A or this Memorandum of Understanding shall alter the Society's pre-existing obligation to provide the City with the benefits listed in the Agreement titled, "The City of Seattle Department of Parks and Recreation and The Seattle Chinese Garden Society Chinese Garden Financial Feasibility Study" authorized by Ordinance 115980.



Exhibit B of Attachment I to the DPR Chinese Garden Ordinance

Department of Parks and Recreation
[address]
Attention:

**RESTRICTIVE COVENANT, EASEMENT AND CONTRACT CONCERNING REAL
PROPERTY**

Grantor: THE SEATTLE CHINESE GARDEN SOCIETY, a Washington non-profit
corporation

Grantee: GRANTEE OF SEATTLE, a Washington municipal corporation

Legal Description:

Additional Legal Description is on Page ____ of Document

Assessor's Tax Parcel ID No.:

Reference #
(If applicable): N/A

THIS RESTRICTIVE COVENANT, EASEMENT AND CONTRACT CONCERNING
REAL PROPERTY ("Covenant and Easement") is made this ____ day of _____, 200_,
by THE SEATTLE CHINESE GARDEN SOCIETY ("Grantor"), a Washington nonprofit
corporation, having an address at _____, in favor of THE CITY OF SEATTLE
("Grantee"), a municipal corporation of the State of Washington.

RECITALS

A. Grantor is the lessee of approximately 7.1 acres of real property located on the
campus of South Seattle Community College in King County, Washington, more particularly
described in Exhibit 1 attached hereto and incorporated by this reference (the "Property").

B. Grantor, Grantee and Grantee's Sister City of Chongqing, China have worked
closely together for over 15 years to develop in Seattle a major Chinese garden that reflects the
beauty and composition of an authentic Sichuan Chinese garden.



C. In 1988, Seattle City Council Resolution 27832 designated the Property as the preferred site for the Chinese garden.

D. Grantee recognizes that an authentic Sichuan Chinese garden inside Grantee limits has substantial cultural, recreational, and educational value to Seattle residents by promoting a greater understanding of Chinese culture, architecture, historic design, and gardens.

E. Grantee desires to obtain specific use and access rights to the Chinese garden for its citizens and for itself as a corporate entity.

NOW, THEREFORE, for good and valuable consideration, receipt of which Grantor hereby acknowledges, the parties agree as follows:

1. Restrictive Covenant. For a period of time beginning on the first day of the Term and ending on the earlier of twenty-five (25) years thereafter or any prior termination of this Covenant and Easement, Grantor covenants that its leasehold interest in the Property shall be used exclusively for the development, construction, and operation of a classic-style Sichuan Chinese garden (the "Garden") and related uses and for no other purpose whatsoever.

2. Easement. Grantor hereby grants, conveys and warrants to Grantee an easement for the use of and access to the Property throughout the Term, as specifically set forth and subject to the terms and conditions contained in Exhibit 2. Throughout the Term, Grantee shall use the Property solely to maintain an authentic classical Chinese garden, open to the public for recreational use upon payment of a fee, and for purposes reasonably incidental thereto.

3. Term of Restrictive Covenant and Easement.

The term of this Restrictive Covenant and Easement Agreement and the Restrictive Covenant and Easement shall be twenty-five (25) years ("Term"), commencing on the date the Garden is open to the public for paid admission.

4. Reporting and Audit.

(a) Grantor shall provide annual reports to Grantee throughout the Term and a final report upon termination of this Covenant and Easement, in such form and with such reasonable supporting documentation as shall be acceptable to Grantee, detailing its compliance with this Covenant and Easement for the previous year. Such report shall include the quantity of uses by Grantee and by eligible groups for which credit is claimed pursuant to this Covenant and Easement, and the balance of uses remaining by both Grantee and eligible groups. Annual reports shall be delivered to Grantee no later than sixty (60) days after the close of Grantor's fiscal year, and the final report shall be delivered no later than sixty (60) days after termination of this Covenant and Easement.

(b) Throughout the Term, Grantor shall maintain books and records adequate to document all activities required to comply with this Covenant and Easement. Such books and records shall be maintained for a minimum of six (6) years after this Covenant and Easement has terminated, and for any period thereafter during which Grantor has



notice that there is any audit or dispute to which such books and records may be relevant. During the term of this Covenant and Easement Grantee shall have the right to inspect and copy such books and records at Grantee's expense, upon seven (7)-days advance notice and during normal business hours. If, upon such inspection, Grantee determines that any uses previously credited pursuant to this Covenant and Easement were in error or were not sufficiently supported by documentation, Grantee may disallow such credits retroactively and, to the extent of such disallowance, the use rights shall be reinstated.

5. Damage or Destruction.

If the Garden is destroyed or damaged by fire or other casualty during the Term of this Covenant and Easement and Grantor does not commence restoration or rebuilding of the Garden within eighteen (18) months after the event of casualty loss and diligently pursue the same to completion, then Grantor shall reimburse all payments that Grantee shall have made hereunder or under the Memorandum of Understanding ("MOU") between Grantee and Grantor dated _____, 2005, and incorporated herein by reference, without interest, provided that said amounts to be reimbursed shall be multiplied by the ratio of the unused months in the Term to the total months in the Term (300 months). Upon such reimbursement, this Covenant and Easement shall terminate. If Grantor commences restoration or rebuilding within eighteen (18) months, the Term shall be extended by the number of months that the Garden was closed due to casualty loss.

6. Representations and Warranties.

In addition to any express agreements of Grantor contained herein, Grantor hereby warrants and represents, as of the date of execution, that:

- (a) Grantor has the legal power, right and authority to execute this Covenant and Easement; and
- (b) Grantor has taken all requisite action in connection with the execution of this Covenant and Easement and to consummate the transaction contemplated herein; and
- (c) The individual executing this Covenant and Easement and the instruments and documents referenced herein on behalf of Grantor has the legal power, right and actual authority to bind Grantor to the terms and conditions hereof; and
- (d) Grantor has not entered into any contract with respect to the Property that will be binding on the Property after the date of closing, other than the Option and Lease and such other contract(s) as Grantee has disclosed to Grantor, in writing; and
- (e) Grantor has not, as of the date of closing, received notice of any pending litigation, bankruptcy or other proceeding affecting Grantor or the Property; and



- (f) Grantor has exercised its option under that certain "Option Covenant and Easement" between The Seattle Chinese Garden Society and the Seattle Community College District VI, as amended on December 7, 2001, and executed the lease which is attached thereto (the "Option and Lease"); and
- (g) As of the date of execution of this Covenant and Easement, Grantee is not in default of any provision of the Option and Lease; and
- (h) Grantor has not entered into any lease or rental agreement affecting the Property, recorded or unrecorded, or any easement, covenant, condition or restriction affecting the Property other than the Option and Lease; and
- (i) As of the date of execution of this Covenant and Easement, Grantor is not aware of any assessments of any nature pending against the Property; and
- (j) The design of the garden to be constructed on the Property conforms to the design approved by Grantee; and
- (k) All representations contained in the MOU are true as of the date of execution of this Covenant and Easement.

7. Default and Remedies.

If Grantor or its successors fails to perform any term, covenant, condition, or other obligation hereunder or if Grantee or eligible groups are denied the enjoyment of rights to use the Property pursuant to this Covenant and Easement ("Default"), then Grantee shall be entitled to all remedies hereunder and to all remedies as may be permitted from time to time by the laws of the state of Washington, including, at the option of Grantee, specific performance of this Covenant and Easement.

Grantee's rights and remedies hereunder are not exclusive, but cumulative, and Grantee's exercise of any right or remedy due to Grantor's failure to perform any term, covenant, condition, or other obligation hereunder shall not be deemed a waiver of, or alter, affect, or prejudice any other right or remedy that Grantee may have hereunder or by law or in equity.

8. Insurance Requirements.

Grantor shall carry at all times during the life of this Covenant and Easement, and provide Grantee with documentation thereof on an annual basis along with other reporting requirements as set forth within this Covenant and Easement, property and liability insurance covering the Garden, including its structures and the property upon which it is sited and those possessions within the structures needed to effectuate this Covenant and Easement. Such insurance shall provide coverage and limits that are consistent with generally accepted "best practices" of insurance and risk management for similarly situated organizations as recommended by a firm of professional insurance brokers retained by Grantor. No less than



once every five (5) years from the date of signature of this Covenant and Easement, Grantor's professional insurance brokers shall assess the adequacy of such insurance to fulfill the requirements of this paragraph. This assessment, which shall be done at Grantor's expense, shall be in writing and a copy shall be provided to Grantee.

9. Easement, Covenants and Obligations Run with Facility.

The parties intend that this Covenant and Easement and the easements, covenants, restrictions and obligations contained herein shall, for the Term or until any earlier termination of this Covenant and Easement, be covenants running with Grantee's leasehold in the Property and equitable servitudes that touch and concern the Property, and shall be binding upon Grantor, its successors, assigns and sublessees and all subsequent lessees of the Property and their grantees, successors, heirs, devisees, sublessees or assigns.

10. No Waiver.

Grantee's failure to insist upon the strict performance of any covenant or obligation of this Covenant and Easement or to exercise any right or remedy upon a breach thereof shall not constitute a waiver of any such breach or of any other covenant or obligation. In its sole discretion, Grantee may waive any of its rights or waive any covenant or obligation of Grantor hereunder. No waiver shall alter this Covenant and Easement, and every term hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11. Construction.

The terms of this Covenant and Easement shall not be amended, revised or terminated except by an instrument in writing duly executed by the Grantee and Grantor and recorded. This Covenant and Easement shall be construed liberally to accomplish the public benefits intended hereby and shall not be construed strictly against the drafter. The captions used in this Covenant and Easement are for convenience only and do not control or affect the meaning or construction of any provisions of this Covenant and Easement.

12. Notices.

Any notices required or permitted hereunder shall be effective when hand-delivered during normal business hours or two (2) business days after mailed, postage prepaid, to a party at the address set for the below for such party, or such other address as such party may provide by written notice in accordance with this Covenant and Easement.

Grantor: Seattle Chinese Garden Society
Suite 1001
500 Union
Seattle, WA 98101
Attn. Kathy Scanlan



Grantee: The City of Seattle
Department of Parks and Recreation
100 Dexter Avenue North
Seattle, WA 98109
Attn: Charles Ng

13. Governing Law; Venue.

This Covenant and Easement shall be construed and enforced in accordance with a government by the laws of the State of Washington. Venue of any action hereunder shall be in King County, Washington.

14. Counterparts.

This Covenant and Easement may be executed in counterpart, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Covenant and Easement.

15. Attorneys' Fees.

If by reason of any default or breach under this Covenant and Easement by either Grantor or Grantee, it becomes necessary to institute suit, the prevailing party in such suit shall be entitled to recover, as part of any judgment, fees and costs incurred by its attorneys and paralegals in such suit (including any appeal). If Grantee prevails and if Grantee has used in-house counsel, then the fees and costs reasonably incurred by its attorneys and paralegals shall be calculated at the rates charged by attorneys and paralegals in private practice in a downtown Seattle law firm, comparable in size to the Grantee's internal Law Department, who have been working as such for approximately the same period of time as have the in-house attorneys and paralegals representing Grantee.

16. Lessor Approval.

This Covenant and Easement is conditioned upon Grantor obtaining written approval of this by the State of Washington agreed, in a form suitable for recording, and stating that in the event of the Society's default under the lease of the Property, the State agrees to maintain the Garden using a suitable operator for a period of nine (9) years beginning on the first date of the Term, and to honor the rights conferred on Grantee by this Easement and Covenant, or to pay the City the sum of \$600,000, minus the amount of any public benefits received by Grantee up to the date of the default, valued in accordance with Exhibit A to the MOU.

17. Preexisting Obligations Remain in Force.

Nothing in this Covenant and Easement shall alter Grantor's pre-existing obligation to provide Grantee with the benefits listed in the agreement titled, "the City of Seattle Department of Parks and Recreation and The Seattle Chinese Garden Society Chinese Garden Financial



Feasibility Study" authorized by The City of Seattle Ordinance 115980.

IN WITNESS WHEREOF, the parties have executed this Covenant and Easement this _____ day of _____, 2005, by having their representatives affix their signatures below.

GRANTEE OF SEATTLE

By _____
Kenneth R. Bounds, Superintendent
Seattle Department of Parks and Recreation

SEATTLE CHINESE GARDEN SOCIETY

By _____
David D. Buck, President

STATE OF WASHINGTON)
) ss. (Acknowledgement for the City of Seattle)
COUNTY OF KING)

Before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Kenneth Bounds, known to me to be the Superintendent of the Department of Parks and Recreation of the City of Seattle, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal this _____ day of _____, _____.

[Signature] [Printed Name]

NOTARY PUBLIC in and for the state of Washington residing at _____

My commission expires _____.

STATE OF _____)
) ss. (Acknowledgement for Chinese Garden Society)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David D. Buck, known to me to be the President of the Chinese Garden Society, the corporation that executed the foregoing instrument, and acknowledged said



instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal this _____ day of _____, _____.

[Signature]

[Printed Name]

NOTARY PUBLIC in and for the state of _____ residing at _____

My commission expires _____.



Exhibit 1
[Legal Description]

DESCRIPTION OF PROPOSED CHINESE GARDEN PARCEL

THAT PORTION OF BLOCKS 2, 3, 6 AND 7, DUWAMISH HEIGHTS GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 45, RECORDS OF KING COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED STREETS WHICH ATTACH THERETO, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DISTANCES SHOWN IN PARENTHESIS ARE METERS)

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE NORTH 00°17'26" EAST 2587.12 FEET (788.556) TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89°40'34" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 314.09 FEET (95.735); THENCE SOUTH 00°15'16" WEST 30.00 FEET (9.144) TO THE NORTHWEST CORNER OF BLOCK 3 OF DUWAMISH HEIGHTS GARDEN TRACTS AND THE POINT OF BEGINNING; THENCE NORTH 89°40'34" EAST 282.79 FEET (86.195); THENCE SOUTH 10°40'42" EAST 41.51 FEET (12.652); THENCE SOUTH 37°34'07" EAST 49.20 FEET (14.997); THENCE SOUTH 26°10'03" EAST 118.105 FEET (35.998); THENCE SOUTH 29°59'26" EAST 164.05 FEET (50.002); THENCE SOUTH 04°32'16" EAST 63.20 FEET (19.263); THENCE SOUTH 24°22'35" EAST 70.26 FEET (21.416); THENCE SOUTH 03°07'03" EAST 55.16 FEET (16.814); THENCE SOUTH 05°28'09" WEST 94.43 FEET (28.782); THENCE SOUTH 13°04'10" EAST 57.49 FEET (17.523); THENCE SOUTH 00°15'16" WEST 118.10 FEET (35.388); THENCE SOUTH 89°58'03" WEST 270.25 FEET (82.372); THENCE NORTH 00°01'57" WEST 90.00 FEET (27.432); THENCE SOUTH 89°58'03" WEST 63.00 FEET (19.202); THENCE NORTH 00°15'16" EAST 26.90 FEET (8.199); THENCE SOUTH 89°58'03" WEST 162.07 FEET (49.400); THENCE NORTH 00°15'16" EAST 658.26 FEET (200.64) TO THE POINT OF BEGINNING.

CONTAINING 310,510 SQ. FT. (2.885 HECTARES)

DESCRIPTION OF PROPOSED CHINESE GARDEN 22 FT. WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES

THAT PORTION OF VACATED 14TH AVE. S.W. ADJOINING BLOCKS 6 & 7, DUWAMISH HEIGHTS GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 45, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



(DISTANCES SHOWN IN PARENTHESIS ARE METERS)

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE NORTH $00^{\circ}17'26''$ EAST 2587.12 FEET (788.556) TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH $89^{\circ}40'34''$ EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 314.09 FEET (95.735); THENCE SOUTH $00^{\circ}15'16''$ WEST 30.00 FEET (9.144) TO THE NORTHWEST CORNER OF BLOCK 3 OF DUWAMISH HEIGHTS GARDEN TRACTS; THENCE SOUTH $00^{\circ}15'16''$ WEST 775.17 FEET (236.271); THENCE NORTH $89^{\circ}58'03''$ EAST 247.06 FEET (75.305) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $89^{\circ}58'03''$ EAST 22.04 FEET (6.718); THENCE SOUTH $03^{\circ}24'31''$ WEST 261.91 FEET (79.830); THENCE NORTH $89^{\circ}18'12''$ WEST 22.03 FEET (6.713); THENCE NORTH $03^{\circ}24'31''$ EAST 261.63 FEET (79.745) TO THE POINT OF BEGINNING.

CONTAINING 5759 SQ. FT. (0.053 HECTARES)



Exhibit 2

Grantee Access and Use Rights

A. Use and Access by Seattle Residents and Schools.

1. Free Admission for All Seattle Residents. At least once each month, Grantor shall offer free admission to the Garden, including all open exhibits, to all Seattle Residents. A Seattle Resident is a person whose primary residence is in the City of Seattle, as demonstrated by the patron's driver's license, voter registration card, or other similarly reliable form of identification. Grantor shall make good-faith efforts to publicize the free admission days. These efforts shall include, without limitation, prominently posting the schedule of free days at the Seattle Chinese Garden Facility and including notice of free days in written Seattle Chinese Garden advertising and literature. Grantor shall provide the free admission for all Seattle Residents described in this paragraph beginning on the date the Seattle Chinese Garden is open and charging admission and continuing for a period of twenty-five (25) years.

2. Free and Reduced Price Admission for Eligible School Groups. Grantor shall offer forty percent (40%) off admission (off of the lower of the general public admission price for children of the same age or applicable group rate) to the Garden to all Eligible School Groups for up to and including five (5) such groups per day. An Eligible School Group is a group of not more than thirty (30) students, with accompanying teachers or other adults, from an accredited primary or secondary school located in the City of Seattle, who are attending the Garden as part of an organized school function. If any such school group certifies in writing that fifty percent (50%) of its students meet the qualifications of the United States National School Lunch Program, there shall be no admission charge. Grantor shall provide the free and reduced price admission for Eligible School Groups described in this paragraph for as long as the Seattle Chinese Garden is in existence.

B. Use and Access by the City of Seattle

1. Free Admission for the City of Seattle Business Meetings and Catering at Cost. Grantee has already been allotted ten (10) days of use per year at no fee for administrative or other meetings pursuant to a covenant executed under the authority of ordinance 115980. Grantee shall have an additional two-(2) days of use per year at no fee for a total of twelve (12) days per year at no fee, and Grantor shall further provide banquet/catering services for Grantee on those twelve days at cost. Grantee's use under the authority of ordinance 115980 and under the MOU shall be for use of the Garden Facilities as defined in Paragraph 3(2) of the MOU. Grantor shall provide free admission for the City of Seattle business meetings and catering at cost described in this paragraph beginning the date the Seattle Chinese Garden is open and charging admission and continuing for a period of twenty-five (25) years.

2. No Overhead Charges. If Grantee uses the Garden Facilities during the regular hours of operation of the Garden, Grantor will not charge Grantee for any normal operating or



overhead expenses. Normal operations include but are not limited to turning on and off all lighting, adjusting climate controls, turning on and adjusting the public address system, providing access to all of the Garden Facilities and its public rooms, locking and unlocking doors, HVAC, and other systems as necessary, providing janitorial service and securing and Garden Facilities after each use, and providing all necessary information concerning the operations and policies of the Garden Facilities. If Grantee desires to use the Garden Facilities on a date or at a time that does not occur during Grantor's regular hours of operation or if Grantee desires specialized assistance that Grantor agrees to provide, then Grantor may charge Grantee the rates which normally would be charged by Grantor for such specialized assistance under arms-length arrangements.

3. Ingress, Egress, and Appurtenant Spaces. In all uses of the Garden pursuant to this Covenant and Easement, Grantor shall provide convenient and safe ingress and egress to the space(s) being used and to appurtenant spaces normally used in connection with such space, including but not limited to restrooms, plazas, walkways, lobbies, and other common areas, all in such manner as to make the space available in accordance with the Americans with Disabilities Act and to permit its use to comply with all applicable rules, regulations, and permits.

4. Compliance with Garden Rules. Grantee shall observe rules adopted by Grantor respecting the manner of use of the Garden Facilities for all persons other than Grantor.

5. Scheduling and Reservations. The scheduling of City uses, functions and events at the Garden Facilities shall be arranged as follows:

Grantee shall contact Grantor before scheduling a use at the Garden Facilities, to confirm their availability. If the date, time and particular Garden Facilities are available, Grantor shall confirm such availability and shall irrevocably reserve the date and time requested. Unless Grantee cancels its reservation at least thirty (30) days in advance, the reservation shall be considered an occasion of use, whether or not Grantee actually used the space.

6. Carry-Over Uses. If Grantee uses the Garden Facilities on fewer than twelve (12) occasions in any calendar year, or the proportionate number of uses in any partial calendar year during the life of the Restrictive Covenant and Easement, then the balance shall carry forward and shall increase the minimum number of uses to which Grantee is entitled in the following calendar year, but in no event shall the total number of uses by Grantee exceed eighteen (18) uses per calendar year, prorated for any partial calendar year.

7. Complimentary Passes. Grantor shall provide the Superintendent of the Department of Parks and Recreation of the City of Seattle five hundred (500) complimentary passes to the Seattle Chinese Garden per year. Grantor shall provide the complimentary passes described in this paragraph beginning the date the Seattle Chinese Garden is open and charging admission and continuing for a period of ten years.



C. Educational Programs: Seattle Public Schools, Seattle Public Libraries and the City of Seattle

1. Community Service. Grantor shall recruit students from the Seattle Public Schools and alternative and special population schools within Seattle to fulfill their required community service obligation by becoming volunteers for the Garden. Grantor shall endeavor to have at least fifty (50) students annually fulfilling part of their community service obligations by volunteering at the Garden. This activity shall include the period leading up to construction of the Garden by having students volunteer during Garden public programs and as part of the community involvement process for design of the Garden. This activity will continue during construction of the Garden when students can work with schools and others interested in viewing the Chinese artisan's construction of the Garden, and continue through the term of this Agreement during Garden operations.

2. Educational Materials. Grantor shall distribute video tapes and computer slide shows (CD ROM) of the design and construction of the Garden to the Seattle Public Library, the Seattle School District, and the Department of Parks and Recreation of the City of Seattle. Within ninety (90) days of the completion of construction of Phase I of the Garden, Grantor shall distribute one hundred (100) copies total of either video tape and/or CD ROMs as follows: to the Seattle Public Library (30 copies); to the Seattle Public Schools (50 copies), and to the Department of Parks and Recreation (20 copies).

3. Teacher Curriculum. Grantor shall develop teacher curriculum materials (paper format and computer slide show format) and distribute the same to all Seattle Public Schools, Seattle Public Libraries, and the Department of Parks and Recreation of the City of Seattle. The curriculum shall ultimately range from elementary school level up to college level. The initial curriculum shall be developed and distributed without charge within one year of the opening of the Garden.

4. Model Display. The Grantor shall ensure that the architectural model of the Garden shall be available for display in the Seattle Public Libraries within 30 days following the completion of construction of Phase I of the Garden and shall be scheduled to allow Grantor to utilize the model for on-going fundraising.

D. Diversity Programs

1. Foreign Language Tours. Grantor shall give tours in several languages in addition to English (Chinese, Spanish, and in American Sign Language) using volunteer interpreters. Grantor will distribute printed tour materials in several languages. The tours and printed materials shall be available both during construction and during operation of the Garden. Tours will be provided once a month during the summer peak season.

2. Diversity Recruitment. Grantor shall have a diversity recruitment plan to increase its volunteer base for the docent program, which provides an adult learning environment. Docent training shall include instruction in Chinese philosophy, literature, horticulture, history and art as they relate to Chinese gardens. Docents shall receive training in public



speaking, plant identification and the history of the Garden. Field trips include visits to the Portland Chinese Garden and the Seattle Asian Art Museum. Grantor shall train at least ten minority docents per year.

3. Festivals. Grantor shall host at least three festivals each year that contribute to the community's understanding of Chinese and Asian culture and an awareness of cultural diversity.

4. Displays. Grantor shall have at least one exhibit annually that highlights the cultural diversity of Seattle and, in particular, the contribution of Asian Americans to Seattle's development.



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Charles Ng (684-8001)	Tyler Running-Deer (684-8075)

Legislation Title: AN ORDINANCE relating to the Department of Parks and Recreation (Department), authorizing a Memorandum of Understanding (MOU) between the Department and the Seattle Chinese Garden Society to support Phase I of the Chinese Garden; authorizing the Department's \$600,000 contribution to the Society for said project in exchange for the provision of public benefits that derive from the project and as set forth in the attached MOU.

Summary and background of the Legislation:

The City of Seattle, its Sister City of Chongqing, China, and the Seattle Chinese Garden Society have worked closely for over 15 years to develop a major Chinese Garden in Seattle that reflects the beauty and composition of an authentic Sichuan Chinese garden. To that end, the proposed location of the garden was resolved when the Seattle City Council adopted Resolution 27832 in 1988, which designated land on the campus of South Seattle Community College (SSCC) as the preferred site for the Garden, and directed the Department to complete a feasibility study. In 1989 the City Council adopted Ordinance 114521, authorizing funding to help with the preliminary design of the Garden.

From 1994 to 1998, the Society, the Seattle Community College District IV (District), and SSCC negotiated an Option Agreement and Lease for use of the site by the Society for the development and operation of the Seattle Chinese Garden. The Society is close to fulfilling the conditions of the Option Agreement as amended and negotiations between the City and Society concerning the Memorandum of Understanding (MOU) accelerated in earnest from mid 2003 to June 2004. The parties have completed negotiations and have reached agreement on the terms and conditions of the MOU. The MOU has also been reviewed and approved by the legal representatives of each party.

This legislation will authorize an MOU between the Department and the Seattle Chinese Garden Society, and will authorize a transfer of \$600,000 in City funds to the Society to support Phase I of the Chinese Garden Project. The MOU requires the Society to provide a host of public benefits that result from the completion of the project over the length of the 25 year MOU. Exhibit "A" of the MOU lists these public benefits in detail. The total value of the benefits is over \$2.1 million derived from free days provided to Seattle residents, reduced school group rates, free passes for the Department in support of programs and complimentary use of the Gathering Together Hall with at-cost catering. Attachment I to this fiscal note is a spreadsheet showing how this value is derived. It is also expected that the city's \$600,000 contribution will be fully recouped by these benefits at the end of the 9th year of the MOU.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Chinese Garden – Development	K732078	6000 16 th Avenue SW	1 st Quarter 1989	2 nd Quarter 2006

- Please check any of the following that apply:

 This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

 This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

 X **This legislation has financial implications.** (Please complete all relevant sections that follow.)

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2005 Appropriation	2006 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

This project, the Chinese Garden Development (K732078), currently has \$500,000 of appropriation in the Cumulative Reserve Subfund (Unrestricted) in the Building Component Renovations (K72444) Budget Control Level and \$100,000 in the Park and Recreation Operating Fund. This legislation does not request any additional appropriation.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	LTD	2005	2006	2007	2008	2009	2010	Total
Spending Plan		\$600,000	\$0	\$0	\$0	\$0	\$0	\$600,000
Current Appropriation	\$600,000							\$600,000
Future Appropriations		\$0	\$0	\$0	\$0	\$0	\$0	\$0

Notes:

This is a one time contribution to the project. No future appropriations are expected to support the project.

Funding source:

Funding Source (Fund Name and Number, if applicable)	2004	2005	2006	2007	2008	2009	2010	Total
Cumulative Reserve Subfund, Unrestricted Account (00164)	\$500,000	0	0	0	0	0	0	\$500,000
Park and Recreation Fund (10200)	\$100,000	0	0	0	0	0	0	\$100,000
TOTAL	\$600,000	0	0	0	0	0	0	\$600,000

Notes:

No direct revenues are received by the City as a result of this legislation. Future revenues generated will be used by the Chinese Garden Society to cover operating & maintenance costs. As a result of this legislation, the City does receive the equivalent of \$2.1 million in public benefit value throughout the 25 year term of the MOU.

Bond Financing Required: N/A

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL					

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2005	2006	2007	2008	2009	2010	Total
Uses							
Start Up	\$0	\$0	\$0	\$0	\$0	\$0	\$0
On-going	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sources (itemize)							
	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Notes: The MOU stipulates that the Chinese Garden Society is responsible for all operations and maintenance costs for the completed Garden.

Periodic Major Maintenance costs for the project: N/A

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL			

Funding sources for replacement of project:

The MOU requires the Society to rebuild and replace the facility in case it is damaged or destroyed.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
N/A							
TOTAL							

No positions are created as a result of this legislation.

- **Do positions sunset in the future?** N/A
- **What is the financial cost of not implementing the legislation:**

The City would lose the opportunity to be a partner and fulfill its commitment to support the development of the Garden and forgo the \$2.1 million in benefits to be derived under this MOU.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives:**

There are no alternatives that could achieve this objective.

- **Is the legislation subject to public hearing requirements:** No.

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

This legislation commits City funds to a project with the benefits that accrue over the 25 year term of the MOU. The likelihood of not collecting on these public benefits is minimal and is considered acceptable risk.

Please list attachments to the fiscal note below:

Attachment I: Value of Benefits



Attachment I to the Fiscal Note for the
DPR Chinese Garden Ordinance

VALUE of BENEFITS

SUMMARY

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	Total
City Meetings	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$61,500
Catering at Cost	\$18,740	\$19,951	\$21,229	\$22,579	\$24,005	\$25,510	\$27,100	\$28,777	\$30,547	\$32,415	\$34,387	\$36,466	\$38,660	\$40,974	\$43,414	\$45,988	\$48,702	\$51,563	\$54,579	\$57,759	\$61,111	\$64,643	\$68,366	\$72,289	\$76,423	\$1,046,178
Free Days	\$13,303	\$12,688	\$16,504	\$17,838	\$18,741	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$453,864
School Groups	\$16,013	\$15,340	\$20,798	\$22,334	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$565,354
Parks Dept. Passes	\$2,750	\$2,750	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$31,500
Total	\$52,806	\$52,729	\$64,281	\$68,501	\$71,871	\$73,375	\$74,964	\$76,641	\$78,412	\$80,280	\$79,001	\$81,080	\$83,274	\$85,588	\$88,029	\$90,602	\$93,316	\$96,177	\$99,194	\$102,373	\$105,725	\$109,258	\$112,980	\$116,903	\$121,037	\$2,158,397
Citywide Total	\$52,806	\$105,534	\$169,816	\$238,317	\$310,188	\$383,563	\$458,526	\$535,168	\$613,579	\$693,859	\$772,860	\$853,940	\$937,215	\$1,022,803	\$1,110,831	\$1,201,434	\$1,294,750	\$1,390,927	\$1,490,120	\$1,592,494	\$1,698,219	\$1,807,476	\$1,920,456	\$2,037,360	\$2,158,397	

Note: The analysis of benefits does not include inflation.



Attachment I to the Fiscal Note for the
DPR Chinese Garden Ordinance

Value of Benefits

RENT

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Total Years																20									
Rental Fee	\$1,000	\$1,000	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Additional Uses Per Year	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Value	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

DAYS

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	Total
Attendance	75,000	74,134	82,533	90,065	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	95,609	2,329,521
Free attendance	3,225	3,076	3,386	3,659	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	3,844	
% of free day attend. from Seattle	75%	2,419	2,307	2,539	2,744	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	70,552
Average Ticket Price	\$5.50	\$5.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	
Value	\$13,303	\$12,688	\$16,504	\$17,838	\$18,741	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$18,740	\$453,864

PARKS PASSES

Year	1	2	3	4	5	6	7	8	9	10	Total
# of Passes	500	500	500	500	500	500	500	500	500	500	5,000
Average Ticket Price	\$5.50	\$5.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	
Value	\$2,750	\$2,750	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$31,500

SCHOOL DISCOUNT

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	Total
years																										
Children's Rate	\$5.00	\$5.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
School Rate	\$3.00	\$3.00	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Difference	\$2.00	\$2.00	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
School group visits	9,675	9,227	10,159	10,978	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	11,533	282,236
% Seattle schools	75%	7,256	6,920	7,619	8,234	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650	211,677
Additional free visits	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	12,500
Benefit	\$16,013	\$15,340	\$20,798	\$22,334	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$565,354

Notes: Estimates above do not include inflation. Rental Fees and Attendance Fees are expected to increase after two years as the facility becomes known throughout the community and the demand increases.
Attendance at the Facility is expected to increase over the first five years, and then to level off.
School group visits in the first year are based on a comparable facility in Portland, Ore., typically second year attendance drops off as the novelty of a new facility wears off, and then begins to increase again in the third year.

Attachment I to the Fiscal Note for the
DPR Chinese Garden Ordinance



Value of Benefits

CATERING

Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	Total
Events	%	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	
Average Attendance		100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Total Count		1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	
Revenue																											
Average Food Check		\$36.00	\$37.80	\$39.69	\$41.67	\$43.76	\$45.95	\$48.24	\$50.66	\$53.19	\$55.85	\$58.64	\$61.57	\$64.65	\$67.88	\$71.28	\$74.84	\$78.58	\$82.51	\$86.64	\$90.97	\$95.52	\$100.29	\$105.31	\$110.57	\$116.10	
Food Revenue		\$43,200	\$45,360	\$47,628	\$50,009	\$52,510	\$55,135	\$57,892	\$60,787	\$63,826	\$67,017	\$70,368	\$73,887	\$77,581	\$81,460	\$85,533	\$89,810	\$94,300	\$99,015	\$103,966	\$109,164	\$114,622	\$120,354	\$126,371	\$132,690	\$139,324	
Average Beverage Check		\$8.00	\$8.40	\$8.82	\$9.26	\$9.72	\$10.21	\$10.72	\$11.26	\$11.82	\$12.41	\$13.03	\$13.68	\$14.37	\$15.09	\$15.84	\$16.63	\$17.46	\$18.34	\$19.25	\$20.22	\$21.23	\$22.29	\$23.40	\$24.57	\$25.80	
Beverage Revenue		\$9,600	\$10,080	\$10,584	\$11,113	\$11,669	\$12,252	\$12,865	\$13,508	\$14,184	\$14,893	\$15,637	\$16,419	\$17,240	\$18,102	\$19,007	\$19,958	\$20,956	\$22,003	\$23,104	\$24,259	\$25,472	\$26,745	\$28,083	\$29,487		
Liquor	25%	\$2,400	\$2,520	\$2,646	\$2,778	\$2,917	\$3,063	\$3,216	\$3,377	\$3,546	\$3,723	\$3,909	\$4,105	\$4,310	\$4,526	\$4,752	\$4,989	\$5,239	\$5,501	\$5,776	\$6,065	\$6,368	\$6,686	\$7,021	\$7,372	\$7,740	
Beer	20%	\$1,920	\$2,016	\$2,117	\$2,223	\$2,334	\$2,450	\$2,573	\$2,702	\$2,837	\$2,979	\$3,127	\$3,284	\$3,448	\$3,620	\$3,801	\$3,992	\$4,191	\$4,401	\$4,621	\$4,852	\$5,094	\$5,349	\$5,617	\$5,897	\$6,192	
Wine	50%	\$4,800	\$5,040	\$5,292	\$5,557	\$5,834	\$6,126	\$6,432	\$6,754	\$7,092	\$7,446	\$7,819	\$8,210	\$8,620	\$9,051	\$9,504	\$9,979	\$10,478	\$11,002	\$11,552	\$12,129	\$12,736	\$13,373	\$14,041	\$14,743	\$15,480	
Other Bev	5%	\$480	\$504	\$529	\$556	\$583	\$613	\$643	\$675	\$709	\$745	\$782	\$821	\$862	\$905	\$950	\$998	\$1,048	\$1,100	\$1,155	\$1,213	\$1,274	\$1,337	\$1,404	\$1,474	\$1,548	
Revenue		\$52,800	\$55,440	\$58,212	\$61,123	\$64,179	\$67,388	\$70,757	\$74,295	\$78,010	\$81,910	\$86,006	\$90,306	\$94,821	\$99,562	\$104,540	\$109,767	\$115,256	\$121,019	\$127,069	\$133,423	\$140,094	\$147,099	\$154,454	\$162,176	\$170,285	
Cost of Goods Sold																											
Food Cost	24%	\$10,368	\$10,886	\$11,431	\$12,002	\$12,602	\$13,232	\$13,894	\$14,589	\$15,318	\$16,084	\$16,888	\$17,733	\$18,619	\$19,550	\$20,528	\$21,554	\$22,632	\$23,764	\$24,952	\$26,199	\$27,509	\$28,885	\$30,329	\$31,846	\$33,438	
Beverage Cost																											
Liquor	19%	\$456	\$479	\$503	\$528	\$554	\$582	\$611	\$642	\$674	\$707	\$743	\$780	\$819	\$860	\$903	\$948	\$995	\$1,045	\$1,097	\$1,152	\$1,210	\$1,270	\$1,334	\$1,401	\$1,471	
Beer	24%	\$461	\$484	\$508	\$533	\$560	\$588	\$618	\$648	\$681	\$715	\$751	\$788	\$828	\$869	\$912	\$958	\$1,006	\$1,056	\$1,109	\$1,164	\$1,223	\$1,284	\$1,348	\$1,415	\$1,486	
Wine	30%	\$1,440	\$1,512	\$1,588	\$1,667	\$1,750	\$1,838	\$1,930	\$2,026	\$2,128	\$2,234	\$2,346	\$2,463	\$2,586	\$2,715	\$2,851	\$3,143	\$3,301	\$3,466	\$3,639	\$3,821	\$4,012	\$4,212	\$4,423	\$4,644	\$4,877	
Other Bev	14%	\$65	\$68	\$71	\$75	\$79	\$83	\$87	\$91	\$96	\$101	\$106	\$111	\$116	\$122	\$128	\$135	\$141	\$149	\$156	\$164	\$172	\$181	\$190	\$199	\$209	
Total Cost of Goods Sold		\$12,725	\$13,361	\$14,029	\$14,731	\$15,467	\$16,240	\$17,052	\$17,905	\$18,800	\$19,740	\$20,727	\$21,764	\$22,852	\$23,995	\$25,194	\$26,454	\$27,777	\$29,165	\$30,624	\$32,155	\$33,763	\$35,451	\$37,223	\$39,085	\$41,039	
Staffing: Direct Costs																											
Banquet Captain	6%																										
per cover/hours																											
hourly pay rate		\$11.00	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.53	\$13.93	\$14.35	\$14.78	\$15.23	\$15.68	\$16.15	\$16.64	\$17.14	\$17.65	\$18.18	\$18.73	\$19.29	\$19.87	\$20.46	\$21.08	\$21.71	\$22.36	
pay		\$792	\$816	\$840	\$865	\$891	\$918	\$946	\$974	\$1,003	\$1,033	\$1,064	\$1,096	\$1,129	\$1,163	\$1,198	\$1,234	\$1,271	\$1,309	\$1,348	\$1,389	\$1,430	\$1,473	\$1,518	\$1,563	\$1,610	
Banquet Server	25%																										
per cover/hours																											
hourly pay rate		\$8.00	\$8.24	\$8.49	\$8.74	\$9.00	\$9.27	\$9.55	\$9.84	\$10.13	\$10.44	\$10.75	\$11.07	\$11.41	\$11.75	\$12.10	\$12.46	\$12.84	\$13.22	\$13.62	\$14.03	\$14.45	\$14.88	\$15.33	\$15.79	\$16.26	
pay		\$2,400	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782	\$2,866	\$2,952	\$3,040	\$3,131	\$3,225	\$3,322	\$3,422	\$3,524	\$3,630	\$3,739	\$3,851	\$3,967	\$4,086	\$4,208	\$4,335	\$4,465	\$4,599	\$4,737	\$4,879	
Banquet Bartender	6%																										
per cover/hours																											
hourly pay rate		\$9.00	\$9.27	\$9.55	\$9.83	\$10.13	\$10.43	\$10.75	\$11.07	\$11.40	\$11.74	\$12.10	\$12.46	\$12.83	\$13.22	\$13.61	\$14.02	\$14.44	\$14.88	\$15.32	\$15.78	\$16.26	\$16.74	\$17.24	\$17.76	\$18.30	
pay		\$648	\$667	\$687	\$708	\$729	\$751	\$774	\$797	\$821	\$845	\$871	\$897	\$924	\$952	\$980	\$1,010	\$1,040	\$1,071	\$1,103	\$1,136	\$1,170	\$1,205	\$1,242	\$1,279	\$1,317	
Security	8.00%																										
per cover/hours																											
hourly pay rate		\$12.00	\$12.36	\$12.73	\$13.11	\$13.51	\$13.91	\$14.33	\$14.76	\$15.20	\$15.66	\$16.13	\$16.61	\$17.11	\$17.62	\$18.15	\$18.70	\$19.26	\$19.83	\$20.43	\$21.04	\$21.67	\$22.32	\$22.99	\$23.68	\$24.39	
total pay		\$1,152	\$1,187	\$1,222	\$1,259	\$1,297	\$1,335	\$1,376	\$1,417	\$1,459	\$1,503	\$1,548	\$1,595	\$1,642	\$1,692	\$1,743	\$1,795	\$1,849	\$1,904	\$1,961	\$2,020	\$2,081	\$2,143	\$2,207	\$2,274	\$2,342	
Utility Cook- Upgraded	52%																										
per cover/hours																											
hourly pay rate		\$11.00	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.53	\$13.93	\$14.35	\$14.78	\$15.23	\$15.68	\$16.15	\$16.64	\$17.14	\$17.65	\$18.18	\$18.73	\$19.29	\$19.87	\$20.46	\$21.08	\$21.71	\$22.36	
total pay		\$6,864	\$7,070	\$7,282	\$7,500	\$7,725	\$7,957	\$8,196	\$8,442	\$8,695	\$8,956	\$9,225	\$9,501	\$9,786	\$10,080	\$10,382	\$10,694	\$11,015	\$11,345	\$11,686	\$12,036	\$12,397	\$12,769	\$13,152	\$13,547	\$13,953	
Tips per revenue	15%	\$7,920	\$8,316	\$8,732	\$9,168	\$9,627	\$10,108	\$10,614	\$11,144	\$11,701	\$12,287	\$12,901	\$13,546	\$14,223	\$14,934	\$15,681	\$16,465	\$17,288	\$18,153	\$19,060	\$20,013	\$21,014	\$22,065	\$23,168	\$24,326	\$25,543	
Years																											
Social Security	0.065	\$1,285	\$1,334	\$1,385	\$1,438	\$1,493	\$1,550	\$1,610	\$1,672	\$1,737	\$1,804	\$1,874	\$1,947	\$2,023	\$2,102	\$2,185	\$2,271	\$2,360	\$2,454	\$2,551	\$2,652	\$2,758	\$2,868	\$2,983	\$3,102	\$3,227	
Medicare	0.0145	\$115	\$121	\$127	\$133	\$140	\$147	\$154	\$162	\$170	\$178	\$187	\$196	\$206	\$217	\$227	\$239	\$251	\$263	\$276	\$290	\$305	\$320	\$336	\$353	\$370	
L&I	0.0204	\$162	\$170	\$178	\$187	\$196	\$206	\$217	\$227	\$239	\$251	\$263	\$276	\$290	\$305	\$320	\$336	\$353	\$370	\$389	\$408	\$429	\$450	\$473	\$496	\$521	
Employment Security	0.0157	\$124	\$131	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193	\$203	\$213	\$223	\$234	\$246	\$259	\$271	\$285	\$299	\$314	\$330	\$346	\$364	\$382	\$401	
Total staff costs		\$13,542	\$13,967	\$14,405	\$14,857	\$15,324	\$15,806	\$16,304	\$16,817	\$17,348	\$17,895	\$18,460	\$19,044	\$19,647	\$20,269	\$20,912	\$21,575	\$22,261	\$22,968	\$23,699	\$24,454	\$25,234	\$26,040	\$26,872	\$27,732	\$28,620	
General Expense																											
China, Glass, Silverware %	1.40%	\$605	\$635	\$667	\$700	\$735	\$772	\$810	\$851	\$894	\$938	\$985	\$1,034	\$1,086	\$1,140	\$1,197	\$1,257	\$1,320	\$1,386	\$1,456	\$1,528	\$1,605	\$1,685	\$1,769	\$1,858	\$1,951	
Linen %	0.50%	\$216	\$227	\$238	\$250	\$263	\$276	\$289	\$304	\$319	\$335	\$352	\$369	\$388	\$407	\$428	\$449	\$472	\$495	\$520	\$546	\$573	\$602	\$632	\$663	\$697	
Laundry%	4%	\$1,728	\$1,814	\$1,905	\$2,000	\$2,100	\$2,205	\$2,316	\$2,431	\$2,553	\$2,681	\$2,815	\$2,955	\$3,103	\$3,258	\$3,421	\$3,592	\$3,772	\$3,961	\$4,159	\$4,367	\$4,585	\$4,814	\$5,055	\$5,308	\$5,573	
Uniform %	4%	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	
Dry Cleaning %	2.50%	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	
Cleaning Supplies %	7%	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	
Paper %	3.20%	\$38	\$38	\$3																							

STATE OF WASHINGTON – KING COUNTY

--SS.

182029
CITY OF SEATTLE, CLERKS OFFICE

No. ORDINANCE TITLE ONLY

Affidavit of Publication

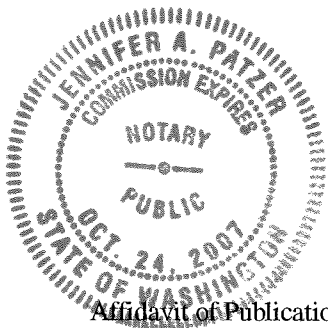
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

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

CT:121726-121728 TITLES

was published on

2/14/2005



Affidavit of Publication

[Signature]
Subscribed and sworn to before me on
2/14/2005 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on January 31, 2005, 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 684-8344.

ORDINANCE NO. 121728

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

ORDINANCE NO. 121727

AN ORDINANCE relating to the Department of Parks and Recreation (Department), authorizing a Memorandum of Understanding (MOU) between the Department and the Seattle Chinese Garden Society (Society) to support Phase I of the Seattle Chinese Garden; authorizing the Department's \$600,000 contribution to the Society for said project in exchange for the provision of public benefits that derive from the project and as set forth in the attached MOU.

ORDINANCE NO. 121726

AN ORDINANCE relating to the City's stormwater drainage facilities located at 3225 Perkins Lane West, Seattle, and at 3231 Perkins Lane west, Seattle (Section 15, Township 23 North, Range 3 East, W.M., King County, Washington); declaring these facilities to be surplus to the City's needs and not required for continued utility service and authorizing their conveyance to the owners of these properties.

Publication ordered by JUDITH PIPPIN,
City Clerk.

Date of publication in the Seattle Daily
Journal of Commerce, February 14, 2005.

2/14(182929)