

Ordinance No. 123399

Council Bill No. 116962

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera.

Related Legislation File: \_\_\_\_\_

Date Introduced and Referred: <u>Sept. 13, 2010</u>	To: (committee): <u>Parks and Seattle Center</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>9.20.10</u>	Date Presented to Mayor: <u>9.22.10</u>
Date Signed by Mayor: <u>Sept. 28, 2010</u>	Date Returned to City Clerk: <u>Sept. 29, 2010</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text _____	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:

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

**Committee Action:**

Date	Recommendation	Vote
<u>9/16/10</u>	<u>APPROVE 3-0</u>	<u>TR, BH, SB</u>

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

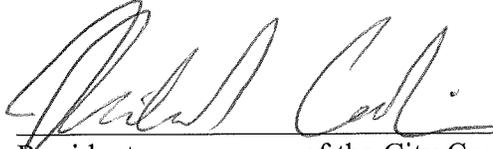
**Full Council Action:**

Date	Decision	Vote
<u>9.20.10</u>	<u>Passed</u>	<u>8-0</u>
		<u>Excused: SC</u>

*Law Department*



1 Passed by the City Council the 20<sup>th</sup> day of September, 2010, and  
2 signed by me in open session in authentication of its passage this  
3 20<sup>th</sup> day of September, 2010.

4  
5   
6 President \_\_\_\_\_ of the City Council

7  
8 Approved by me this 28<sup>th</sup> day of September, 2010.

9  
10   
11 Michael McGinn, Mayor

12  
13 Filed by me this 29<sup>th</sup> day of September, 2010.

14  
15   
16 City Clerk

17 (Seal)

18  
19 Attachment 1:

20 FIRST AMENDMENT TO THE MERCER ARENA GROUND LEASE BETWEEN THE CITY  
21 OF SEATTLE AND SEATTLE OPERA  
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**FIRST AMENDMENT TO THE MERCER ARENA GROUND LEASE BETWEEN THE  
CITY OF SEATTLE AND SEATTLE OPERA.**

This First Amendment to the Ground Lease between The City of Seattle and Seattle Opera is entered into by the parties thereto this \_\_\_\_ day of \_\_\_\_\_, 2010.

WHEREAS, on April 9, 2008, The City of Seattle ("City") and Seattle Opera ("Opera") entered into a ground lease (the "Ground Lease") for premises which the Opera intends to use to construct and operate its administrative offices, rehearsal and technical support facilities, and for other incidental purposes related to its principal business as an opera company, for an initial term of thirty (30) years; and

WHEREAS, the Ground Lease includes the option to extend the rent commencement date for up to two periods of one year, each, with an option fee to be paid for each extension option exercised; and

WHEREAS, the current economic challenges facing the nation have adversely impacted the ability of arts institutions nationally, including the Seattle Opera, to achieve their capital fundraising goals; and

WHEREAS, recognizing the impact of those challenges upon the fundraising efforts for redevelopment of the Mercer Arena, the City and Opera would like to make changes to the Ground Lease regarding the terms related to the rent commencement date;

NOW, THEREFORE, in consideration of the mutual covenants and benefits stated herein, the parties agree as follows:

**I. Article Numbers and Continued Effect of Mercer Arena Ground Lease  
Terms not Amended**

1. All references herein are to the Article numbers in the April 9, 2008 Mercer Arena Ground Lease Between the City of Seattle and Seattle Opera. All provisions of the Ground Lease that have not been modified by this First Amendment shall remain in full force and effect.



**II. Amendments to Mercer Arena Ground Lease**

**1. SECTION 3.2 Option to Extend Rent Commencement Date.**

Section 3.2 is amended as follows:

3.2 Option to Extend Rent Commencement Date: Subject to the limitations described below with respect to the Director's approval of Opera's Project Progress Report, Opera shall have the option to extend the Rent Commencement Date for up to five two (52) periods of one (1) year, each (the "Extension Options"). In each instance, Opera shall ~~be required to give City~~ written notice of its election to exercise one of the Extension Options at least sixty (60) days prior to the commencement of the applicable Extension Option period and to pay City, by July 1, for each such option exercised, an Extension Option fee in the amount of \$110,000, cash noted.

<u>Extension Option Through</u>	<u>Extension Option Fee</u>	<u>Extension Option Fee Due</u>
<u>June 30, 2010</u>	<u>\$110,000</u>	<u>July 1, 2009</u>
<u>June 30, 2011</u>	<u>\$55,000</u>	<u>July 1, 2010</u>
<u>June 30, 2012</u>	<u>\$55,000</u>	<u>July 1, 2011</u>
<u>June 30, 2013</u>	<u>\$55,000</u>	<u>July 1, 2012</u>
<u>June 30, 2014</u>	<u>\$55,000</u>	<u>July 1, 2013</u>

~~Notwithstanding anything in this Lease to the contrary, if Opera has not taken possession of the Premises and commenced paying Rent by July 1, 2011, this Lease shall automatically terminate and the parties shall have no further rights or obligations hereunder with respect to one another. On January 1, 2011, and each January 1st, thereafter through January 1, 2013, Opera shall provide to the Seattle Center Director a Project Progress Report addressing project planning and design, fundraising/financing, project timelines and milestones, and any other information that the Director may reasonably require, together with a resolution approved by the Opera Board of Trustees confirming the progress report and reaffirming their commitment to the project. The Seattle Center Director will evaluate the sufficiency of progress, which determination shall rest in his sole discretion, and will notify Opera in writing within ten (10) business days from receipt of the report if he has concerns that reasonable project progress is not being made. Opera will have until June 30th of the then~~



current year to address any such concerns to the Director's reasonable satisfaction or City may terminate this Lease at the end of the then current Extension Option or, to avoid termination, Opera may commence paying Rent as specified in Section 4.1. Notwithstanding anything in this Lease to the contrary, if Opera has not taken possession of the Premises and commenced paying Rent by July 1, 2014, this Lease shall automatically terminate and the parties shall have no further rights or obligations hereunder with respect to one another.

## **2. Section 4.2 Adjustments to Base Rent.**

Section 4.2 is amended as follows:

4.2 Adjustments to Base Rent. Beginning on the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date or July 1, 2016, whichever occurs first, and on every fifth anniversary thereafter until the expiration or termination of the Initial Term (each, a "Base Rent Adjustment Date"), the Base Rent shall be increased to an amount that is 110% of the Base Rent payable during the year immediately preceding the Base Rent Adjustment Date.

## **3. Section 7. Good Faith Deposit.**

Section 7 is amended as follows:

### **7. Good Faith Deposit.**

Within ten (10) days after execution of this Lease, Opera shall deposit the sum of \$110,000.00, cash, with City as security for Opera's timely progress on and completion of the Initial Improvements. ~~If Opera takes possession of the Premises and commences paying Rent, then City shall apply \$60,000.00 of the Good Faith Deposit toward Opera's first annual Base Rent payment and City shall retain the balance. If this Lease is terminated pursuant to the provisions of Section 3.2, City shall retain the entire deposit.~~



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below:

CITY OF SEATTLE

SEATTLE OPERA

By: \_\_\_\_\_  
Robert Nellams, Director  
Seattle Center Department

By: \_\_\_\_\_  
Kelly Tweeddale,  
Executive Director  
Seattle Opera

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Seattle Center	Robert Nellams 684-7334 Kerry Smith 615-0358	Amy Williams 233-2651

**Legislation Title:**

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera.

• **Summary of the Legislation:**

This legislation authorizes the execution of the first amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera. The amendment increases the number of option periods for commencing payment of rent under the lease, modifies the annual fees associated with exercising each such option, and eliminates a rent credit in the year rent commences.

**Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

Mercer Arena, built in 1927 as the Civic Ice Arena, has been closed to public assembly use since 2003 due to seismic and related code deficiencies. In 2008, in an agreement approved by Ordinance 122630, Seattle Opera entered into a lease for the site, intending to redevelop and use the site for their rehearsal spaces, costume and set construction facilities and administrative offices. The Seattle Opera also plans to make the new facility available to other performing arts organizations. Due to recent economic conditions, fundraising for capital projects of this type has been challenging for Seattle Opera. Therefore, this legislation amends the lease to extend the rent commencement date while the Opera raises funds for the project. To ensure adequate time for the Opera to reach their financial goals, the proposed amendment increases the number of annual option periods from two to five. Beginning in 2010, the amendment also decreases the annual option fee from \$110,000 to \$55,000 and eliminates a rent credit of \$60,000 Seattle Center was going to provide to the Opera in the year rent commences. As an alternative to modifying the option periods and associated fees, the Opera or Seattle Center could have terminated the lease.

Under the terms of the agreement, Seattle Opera will lease the Mercer Arena site for 30 years with an option for an additional 30 years. In order to prepare the facility for public use, the Seattle Opera will invest approximately \$40 million in capital improvements to the site. The Seattle Opera will also pay an annual rent of \$220,000 plus 15% of rent from any subleases to commercial tenants; and Seattle Opera will assume responsibility for routine operating and maintenance costs for the facility. The City will not provide any funding for renovation of the site, but will retain responsibility for major maintenance of the building shell.



- Please check one of the following:

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

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

**Appropriations:** This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2010 Appropriation	2011 Anticipated Appropriation
<b>TOTAL</b>				

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

Notes: N/A

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:** This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2010 Revenue	2011 Revenue
<b>TOTAL</b>				

Notes: This legislation will not modify the adopted revenue budget, but will result in lower than budgeted revenues from this revenue source. If the Opera exercises the option to delay rent commencement from July 2010 to July 2011, the option fee for that year will be \$55,000. Prior to the proposed amendment the fee would have been \$110,000, resulting in a loss of \$55,000 in anticipated revenues to Seattle Center. In 2010 Seattle Center parking revenues are expected to exceed budget, making up for the \$55,000 revenue loss. In addition, as a result of the amendment, in the year the Opera does commence paying rent, Seattle Opera will no longer receive a \$60,000 rent credit that would have been applied toward their first year's annual rent.

**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:** This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.



Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2010 Positions	2010 FTE	2011 Positions*	2011 FTE*
<b>TOTAL</b>							

\* 2010 positions and FTE are total 2010 position changes resulting from this legislation, not incremental changes. Therefore, under 2010, please be sure to include any continuing positions from 2009.

Notes: N/A

- **Do positions sunset in the future?** (If yes, identify sunset date):

**Spending/Cash Flow:** This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name & #	Department	Budget Control Level*	2010 Expenditures	2011 Anticipated Expenditures
<b>TOTAL</b>				

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

Notes:

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

The Mercer Arena is an 83 year-old building with extensive code deficiencies, which makes this facility a significant liability to the City. In its current condition, annual operating expenses for the Arena are estimated at approximately \$35,000 to \$50,000, primarily for utilities and limited repair work sufficient to keep the building safe. If the Opera does not lease the space, no other viable use options have emerged that are compatible with the Seattle Center Theatre District and the surrounding neighborhood. This amendment allows Seattle Center to continue to use the option fee to cover all of the building operating costs while providing the Opera with additional time to raise capital funds for the project.

- **Does this legislation affect any departments besides the originating department?** • If so, please list the affected department(s), the nature of the impact (financial, operational, etc), and indicate which staff members in the other department(s) are aware of this Bill.

No

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

No other viable alternatives have been identified.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No

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

N/A

- **List attachments to the fiscal note below:** *(Please include headers with version numbers on all attachments, as well footers with the document's name (e.g., DOF Property Tax Fisc Att A)*



# City of Seattle

Michael McGinn, Mayor

## Office of the Mayor

May 25, 2010

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes execution of a first amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera. The amendment increases the number of option periods before rent commences and modifies the annual fees associated with exercising each such option.

Mercer Arena was built in 1927 as the Civic Ice Arena. It has been closed to public assembly use since 2003 due to seismic and related code deficiencies. In 2008, Seattle Opera entered into a lease for the site, intending to redevelop and use the site for their rehearsal spaces, costume and set construction facilities and administrative offices. The Seattle Opera also plans to make the new facility available to other performing arts organizations. Due to recent economic conditions, fundraising for the capital improvements needed at Mercer Arena has been challenging for Seattle Opera. Therefore, this legislation amends the lease to provide options to extend the rent commencement date while the organization continues to raise funds for the project.

Under the terms of the agreement, Seattle Opera will lease the Mercer Arena site for 30 years with an option to lease for an additional 30 years. In addition to investing approximately \$40 million to renovate the site, Seattle Opera will pay an annual rent and assume responsibility for routine operating and maintenance costs for the facility. The City will retain responsibility for major maintenance of the building shell.

Thank you for your consideration of this legislation. Should you have questions, please contact Robert Nellams at 684-7334 or Kerry Smith at 615-0358.

Sincerely,

  
Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7<sup>th</sup> Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: [mike.mcgin@seattle.gov](mailto:mike.mcgin@seattle.gov)

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





FILED  
CITY OF SEATTLE

2010 NOV -4 PM 3:15

CITY CLERK

November 3, 2010

City of Seattle  
Mike McGinn, Mayor

Seattle Center  
Robert Nellams, Director

To City Clerk:

ARTS

Book-It Repertory Theatre  
Intiman Theatre  
KCTS 9  
Northwest Craft Center  
Pacific Northwest Ballet  
Pottery Northwest  
Seattle Children's Theatre  
Seattle Opera  
Seattle Repertory Theatre  
Seattle Shakespeare Company  
SIFF Cinema  
Teatro ZinZanni  
Theatre Puget Sound  
The VERA Project

Please find enclosed the First Amendment to the Mercer Arena Ground Lease  
Between the City of Seattle and Seattle Opera.

This contract is authorized by Ordinance 123399.

If you have any questions please contact me at 4-7330, or [tanja.hoskins@seattle.gov](mailto:tanja.hoskins@seattle.gov)

Thank you very much.

ATTRACTIONS & VENUES

Center House  
Experience Music Project  
Fun Forest Amusement Park  
International Fountain  
KeyArena  
Marion Oliver McCaw Hall  
Science Fiction Museum  
and Hall of Fame  
Seattle Center Monorail  
Seattle Center Skatepark  
Space Needle  
The Children's Museum

Tanja Hoskins  
Administrative Specialist  
Seattle Center Executive Office

FESTIVALS

Bite of Seattle  
Bumbershoot  
Giant Magnet  
Northwest Folklife Festival

SEATTLE CENTER PROGRAMS

Concerts at the Mural  
Festál Cultural Festivals  
Dr. Martin Luther King, Jr.  
Holiday Celebration  
Movies at the Mural  
Naturalization Ceremony  
Student Showcases  
Teen Tix  
Whirligig  
Winterfest

SPORTS

Seattle Storm (WNBA)  
Seattle University Basketball  
(NCAA Division I)  
Rat City Rollergirls

Accommodations for people with  
disabilities provided on request

**FIRST AMENDMENT TO THE MERCER ARENA GROUND LEASE BETWEEN THE  
CITY OF SEATTLE AND SEATTLE OPERA.**

This First Amendment to the Ground Lease between The City of Seattle and Seattle Opera is entered into by the parties thereto this 26 day of October, 2010.

WHEREAS, on April 9, 2008, The City of Seattle ("City") and Seattle Opera ("Opera") entered into a ground lease (the "Ground Lease") for premises which the Opera intends to use to construct and operate its administrative offices, rehearsal and technical support facilities, and for other incidental purposes related to its principal business as an opera company, for an initial term of thirty (30) years; and

WHEREAS, the Ground Lease includes the option to extend the rent commencement date for up to two periods of one year, each, with an option fee to be paid for each extension option exercised; and

WHEREAS, the current economic challenges facing the nation have adversely impacted the ability of arts institutions nationally, including the Seattle Opera, to achieve their capital fundraising goals; and

WHEREAS, recognizing the impact of those challenges upon the fundraising efforts for redevelopment of the Mercer Arena, the City and Opera would like to make changes to the Ground Lease regarding the terms related to the rent commencement date;

NOW, THEREFORE, in consideration of the mutual covenants and benefits stated herein, the parties agree as follows:

**I. Article Numbers and Continued Effect of Mercer Arena Ground Lease  
Terms not Amended**

1. All references herein are to the Article numbers in the April 9, 2008 Mercer Arena Ground Lease Between the City of Seattle and Seattle Opera. All provisions of the Ground Lease that have not been modified by this First Amendment shall remain in full force and effect.

**II. Amendments to Mercer Arena Ground Lease**

**1. SECTION 3.2 Option to Extend Rent Commencement Date.**

Section 3.2 is amended as follows:

3.2 Option to Extend Rent Commencement Date: Subject to the limitations described below with respect to the Director's approval of Opera's Project Progress Report, Opera shall have the option to extend the Rent Commencement Date for up to five (5) periods of one (1) year, each (the "Extension Options"). In each instance, Opera shall give City written notice of its election to exercise one of the Extension Options at least sixty (60) days prior to the commencement of the applicable Extension Option period and to pay City, by July 1, for each such option exercised, an Extension Option fee in the amount noted.

<b>Extension Option Through</b>	<b>Extension Option Fee</b>	<b>Extension Option Fee Due</b>
June 30, 2010	\$110,000	July 1, 2009
June 30, 2011	\$55,000	July 1, 2010
June 30, 2012	\$55,000	July 1, 2011
June 30, 2013	\$55,000	July 1, 2012
June 30, 2014	\$55,000	July 1, 2013

On January 1, 2011, and each January 1st, thereafter through January 1, 2013, Opera shall provide to the Seattle Center Director a Project Progress Report addressing project planning and design, fundraising/financing, project timelines and milestones, and any other information that the Director may reasonably require, together with a resolution approved by the Opera Board of Trustees confirming the progress report and reaffirming their commitment to the project. The Seattle Center Director will evaluate the sufficiency of progress, which determination shall rest in his sole discretion, and will notify Opera in writing within ten (10) business days from receipt of the report if he has concerns that reasonable project progress is not being made. Opera will have until June 30th of the then current year to address any such concerns to the Director's reasonable satisfaction or City may terminate this Lease at the end of the then current Extension Option or, to avoid termination, Opera may commence paying Rent as specified in Section 4.1. Notwithstanding anything in this Lease to the contrary, if Opera has not taken possession of the

Premises and commenced paying Rent by July 1, 2014, this Lease shall automatically terminate and the parties shall have no further rights or obligations hereunder with respect to one another.

## **2. Section 4.2 Adjustments to Base Rent.**

Section 4.2 is amended as follows:

4.2 Adjustments to Base Rent. Beginning on the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date or July 1, 2016, whichever occurs first, and on every fifth anniversary thereafter until the expiration or termination of the Initial Term (each, a "Base Rent Adjustment Date"), the Base Rent shall be increased to an amount that is 110% of the Base Rent payable during the year immediately preceding the Base Rent Adjustment Date.

## **3. Section 7. Good Faith Deposit.**

Section 7 is amended as follows:

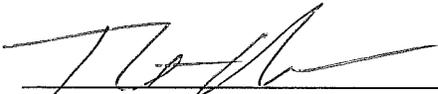
### **7. Good Faith Deposit.**

Within ten (10) days after execution of this Lease, Opera shall deposit the sum of \$110,000.00, cash, with City as security for Opera's timely progress on and completion of the Initial Improvements. If this Lease is terminated pursuant to the provisions of Section 3.2, City shall retain the entire deposit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below:

CITY OF SEATTLE

SEATTLE OPERA

By:   
Robert Nellams, Director  
Seattle Center Department

By:   
Kelly Tweeddale,  
Executive Director  
Seattle Opera

Date: 10/14/10

Date: 10/26/10

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

On this 14 day of October, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Robert Nellams, known to me to be the Director of the Seattle Center Department of the **CITY OF SEATTLE**, the entity that executed the foregoing instrument as City; and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and that he was authorized to execute said instrument for said entity.

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

[Signature] Lori McLeamy



LORI McLEAMY  
[Printed Name]  
Snohomish  
[Residing at]

NOTARY PUBLIC in and for the State of Washington  
My commission expires 5.01.2011.

STATE OF WASHINGTON )  
 ) ss. (Acknowledgement for Opera)  
COUNTY OF KING )

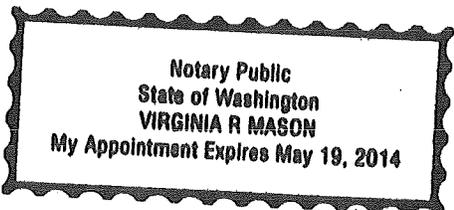
On this 26<sup>th</sup> day of OCTOBER, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kelly Tweeddale, known to me to be the Executive Director of **SEATTLE OPERA**, the entity that executed the foregoing instrument as Opera; and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned and that she was authorized to execute said instrument for said entity.

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

Virginia R. Mason  
[Signature]

Virginia R. Mason  
[Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at Snoqualmie WA  
My commission expires May 19, 2014.



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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261513  
CITY OF SEATTLE, CLERKS OFFICE

No. 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 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

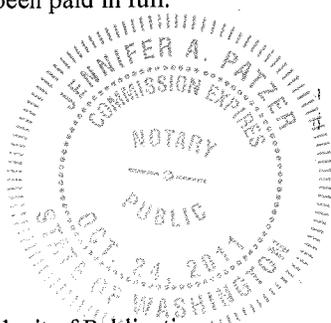
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123394,123398-123407

was published on

10/11/10

The amount of the fee charged for the foregoing publication is the sum of \$ 170.63, which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

10/11/10

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 September 20, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

#### ORDINANCE NO. 123394

AN ORDINANCE relating to the Mountains to Sound Greenway Trail; authorizing the Director of Transportation to sign an agreement with the Washington State Department of Transportation for State construction of a portion of the Mountains to Sound Greenway Trail on City property and State property; and authorizing the Director of Transportation to sign a lease with the Washington State Department of Transportation for City maintenance and operation of a portion of the Mountains to Sound Greenway Trail on State property.

#### ORDINANCE NO. 123398

AN ORDINANCE relating to City employment commonly referred to as the Second Quarter 2010 Employment Ordinance; designating positions as exempt from Civil Service status and authorizing the Mayor to execute a memorandum of agreement between the City of Seattle and the International Federation of Professional and Technical Engineers, Local 17; all by a 2/3 vote of the City Council.

#### ORDINANCE NO. 123399

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an amendment to the Mercer Arena Ground Lease between the City of Seattle and Seattle Opera.

#### ORDINANCE NO. 123400

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to execute an amendment to a lease agreement with the U.S. General Services Administration for warehouse space at Federal Center South, 4735 East Marginal Way South in Seattle; and ratifying and confirming certain prior acts.

#### ORDINANCE NO. 123401

AN ORDINANCE relating to 800 MHz emergency radio communication; authorizing the Director of the Department of Information Technology to execute on behalf of the City an Interlocal Agreement between the City of Seattle, City of Tacoma, Eastside Public Safety Communication Agency, King County, Snohomish County Emergency Radio System, and Valley Communications Center for the purpose of interoperable 800 MHz emergency communications within the Puget Sound region; and ratifying and confirming prior acts.

#### ORDINANCE NO. 123402

AN ORDINANCE relating to the City Light Department; authorizing a 10-year agreement with Pend Oreille County for (1) the loss of revenues and additional financial burdens associated with the City of Seattle's operation of the Boundary Hydroelectric Project on the Pend Oreille River pursuant to RCW 5.21.420, 425, 426, and 427; and (2) the County's agreement to settle all issues relating to City Light's relicensing of the Boundary Hydroelectric Project and the related Sullivan Creek Power Project license surrender.

#### ORDINANCE NO. 123403

AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with Snohomish County for the Provision of Jail Services; and ratifying and confirming certain prior acts.

#### ORDINANCE NO. 123404

AN ORDINANCE authorizing, in 2010, acceptance of funding from non-City sources; authorizing the heads of the Office for Education, the Office of Housing, the Seattle Fire Department, the Office for Civil Rights, the Human Services Department, the Department of Planning and Development, the Seattle Police Department, and Seattle Public Utilities to accept specified grants and private funding and to execute, deliver, and perform corresponding agreements.

#### ORDINANCE NO. 123405

AN ORDINANCE amending Ordinance 123177, which adopted the 2010 Budget, including the 2010-2015 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; adding new projects and revising project allocations for certain projects in the 2010-2015 CIP; creating a position; making transfers between various City funds; making cash transfers between funds; and ratifying and confirming certain prior acts, all by a three-fourths vote of the City Council.

#### ORDINANCE NO. 123406

AN ORDINANCE relating to the City's municipal golf courses; authorizing the Superintendent of the Seattle Department of Parks and Recreation to enter into a management contract with Premier Golf Centers LLC for the operation of the City's municipal golf courses located at Jefferson Park, Jackson Park, West Seattle, and Interbay; authorizing the Superintendent to set golf fees consistent with that agreement and authorizing the Department to collect such fees.

#### ORDINANCE NO. 123407

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

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