

Ordinance No. 124121

Council Bill No. 117698

AN ORDINANCE relating to the Central Waterfront Project, authorizing execution of a Memorandum of Understanding Concerning Renovation and Expansion of the Seattle Aquarium and Development of the Central Waterfront Project between the City of Seattle and the Seattle Aquarium Society.

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Jean Jodden

Committee Action:

Date	Recommendation	Vote
2-19-13	Pass	9-0

Related Legislation File: _____

Date Introduced and Referred: <u>1-28-13</u>	To: (committee): <u>Central Waterfront Seawall + Alaskan Way</u>
Date Re-referred:	To: (committee): <u>Viaduct Replacement</u>
Date Re-referred:	To: (committee):
Date of Final Action: <u>2/25/13</u>	Date Presented to Mayor: <u>2/26/13</u>
Date Signed by Mayor: <u>3-4-13</u>	Date Returned to City Clerk: <u>3-5-13</u>
Published by Title Only <u>X</u>	Date Vetoed by Mayor:
Published in Full Text _____	Date Passed Over Veto:
Date Veto Published:	Date Returned Without Signature:

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

Full Council Action:

Date	Decision	Vote
Feb. 25, 2013	Passed	8-0 (excused: Rasmussen)

Law Department

CITY OF SEATTLE
ORDINANCE 124121
COUNCIL BILL 117698

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4 AN ORDINANCE relating to the Central Waterfront Project, authorizing execution of a
5 Memorandum of Understanding Concerning Renovation and Expansion of the Seattle
6 Aquarium and Development of the Central Waterfront Project between the City of Seattle
and the Seattle Aquarium Society.

7 WHEREAS, the City of Seattle owns the Seattle Aquarium ("Aquarium"), located on Piers No.
8 59 and No. 60 on the Central Waterfront, which is widely recognized as a world-class
9 aquarium and a regional marine conservation resource; and

10 WHEREAS, via an agreement with the Department of Parks and Recreation, the Seattle
11 Aquarium Society (SEAS) operates and maintains the Aquarium; and

12 WHEREAS, in 2003, in conjunction with the removal of the Alaskan Way Viaduct and
13 replacement of the aging Elliott Bay Seawall, the City began developing a community
14 vision for the central city that resulted in the adoption of Resolution 31264, stating
Guiding Principles for the Central Waterfront that include reconnecting downtown
Seattle to its waterfront; and

15 WHEREAS, between 2003 and 2012 the City Council has adopted a series of Resolutions and
16 Ordinances stating principles related to future Aquarium development, including the
17 principle that Aquarium development should be consistent with the Central Waterfront
Master Plan in effect at the time of the proposed development; and

18 WHEREAS, the Aquarium's Strategic Plan lays out a facilities outlook including renovation and
19 upgrades to Piers 59 and 60, a new building to the south of Pier 59 and space within a
20 new structure to be developed on the Aquarium Plaza and partially under the proposed
"Overlook Walk" at Alaskan Way. The total cost of this facility plan is estimated in the
21 range of \$160 to \$200 million; and

22 WHEREAS, on August 13, 2012, the City Council unanimously adopted Resolution 31399 (the
23 "Resolution"), with the Mayor's concurrence. The Resolution expresses support, for two
24 plans: the City's Central Waterfront Committee's Strategic Plan (the "CWC Strategic
Plan") for creation of the new waterfront and the Concept Design and Framework Plan as
the long-term vision for redevelopment of the post-Viaduct waterfront; and

25 WHEREAS, the Resolution encourages partnerships with the Pike Place Market and Aquarium
26 for co-developments related to the Concept Design and associated major projects
27 proposed by both the Market and the Aquarium; and



1 WHEREAS, the Resolution calls for agreements between the City, the Market and the Aquarium
2 to be completed by the end of 2012; and

3 WHEREAS, the Memorandum of Understanding authorized by this ordinance is intended to
4 satisfy the requirements of Resolution 31399 with regard to an agreement between the
5 City and SEAS and to serve as the definitive basis for both the City and SEAS to proceed
6 with the Aquarium renovation and expansion design;

6 NOW, THEREFORE,

7 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

8
9 Section 1. The Director of Transportation and the Superintendent of Parks and
10 Recreation or their designees are hereby authorized to execute, for and on behalf of the City, a
11 memorandum of understanding with the Seattle Aquarium Society substantially in the form
12 attached hereto as Attachment 1, and entitled "Memorandum of Understanding Concerning
13 Renovation and Expansion of the Seattle Aquarium and Development of the Central Waterfront."
14

15 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
16 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
17 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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Passed by the City Council the 25th day of February, 2013, and
signed by me in open session in authentication of its passage this
25th day of February, 2013.



President _____ of the City Council

Approved by me this 14th day of March, 2012.



Michael McGinn, Mayor

Filed by me this 5th day of March, 2012.



Monica Martinez Simmons, City Clerk

(Seal)



1 Attachment 1: Memorandum of Understanding Concerning Renovation and
2 Expansion of the Seattle Aquarium and Development of the
3 Central Waterfront Project
4 Attachment 1, Exhibit A Seattle Aquarium Expansion Concept

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**MEMORANDUM OF UNDERSTANDING
CONCERNING RENOVATION AND EXPANSION OF THE SEATTLE
AQUARIUM AND DEVELOPMENT OF THE CENTRAL WATERFRONT PROJECT**

Dated: _____



CONTENTS

Section I. Recitals..... 3

Section II. Mutual Goals 6

Section III. Design Development..... 7

 A. Shared Principles..... 7

 B. Management, Review and Approvals..... 7

 C. Funding..... 8

Section IV. Project Development Agreement..... 8

Section V. Miscellaneous Provisions..... 10



**MEMORANDUM OF UNDERSTANDING
CONCERNING RENOVATION AND EXPANSION OF THE SEATTLE
AQUARIUM AND DEVELOPMENT OF THE CENTRAL WATERFRONT PROJECT**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING RENOVATION AND EXPANSION OF THE SEATTLE AQUARIUM AND DEVELOPMENT OF THE CENTRAL WATERFRONT PROJECT (the "MOU") is dated as of _____, 2012, and is by and between THE CITY OF SEATTLE (the "City"), a first class city organized under the laws of the State of Washington, and THE SEATTLE AQUARIUM SOCIETY ("SEAS"), a Washington, non-profit corporation.

Section I. Recitals.

The following facts and circumstances form the background of this MOU:

A. The City of Seattle owns the Seattle Aquarium ("Aquarium"), located on Piers 59 and 60 on the Seattle central waterfront ("Central Waterfront"), which is widely recognized as a world-class aquarium and a regional marine conservation resource. SEAS has managed the Aquarium since July 1, 2010, under a series of agreements with the City.

B. In 2003, in conjunction with the planned removal of the Alaskan Way Viaduct ("Viaduct") and replacement of the aging Elliott Bay Seawall, the City began developing a community vision for the central waterfront that resulted in the adoption by Resolution 31264, in 2011, of a series of Guiding Principles that includes reconnecting downtown Seattle to its waterfront.

C. Meanwhile, in August 2008, the City Council enacted Resolution 31080, which contains several principles related to future Aquarium development. Principle V states that all future phases of Aquarium development should be consistent with the Central Waterfront Master Plan in effect at the time of the proposed development, and Principle VII states that if City resources are required for future Aquarium development, Aquarium development financial plans should clearly state the proposed fiscal responsibilities of SEAS and the City.

D. In December 2009, the City Council passed Ordinance 123205, authorizing the Department of Parks and Recreation to enter into a long-term agreement with SEAS to operate and maintain the Seattle Aquarium (the "O&M Agreement"). Section 16.1 of the O&M Agreement reiterates Principle V, requiring that SEAS "coordinate its planning and development of a future Master Plan with the Committee on Central Waterfront Partnerships, and the Waterfront Planning parameters subsequently developed by the City Council." The Agreement also states that SEAS' Master Plan shall be subject to City Council approval, by resolution, "and shall be consistent with the City's adopted Alaskan Way and Seawall Replacement Program, especially as concerns the seawall replacement component of the program and the redesign of adjacent public spaces at Waterfront Park and Piers 62/63."

E. The Central Waterfront Concept Design and Framework Plan ("Waterfront Concept Design") dated July 2012, has been developed by City staff and a multi-disciplinary team of consultants under the oversight of the Central Waterfront Committee, with lead designer James Corner Field Operations building on broad public engagement. Reconnecting the city with its waterfront presents an exciting opportunity to create a dynamic and attractive destination with vibrant public spaces tied together by a new urban street and shoreline promenade. Linkages between the downtown and other upland and inland areas will be an important feature of the City's project. Responding to the Guiding Principles, the Waterfront Concept Design calls for a significant new public pedestrian connection, the "Overlook Walk," between Pike Place Market ("Market") and the waterfront in the vicinity of the Seattle Aquarium. It also calls for an "Aquarium Plaza" between the Aquarium and relocated Alaskan Way, and redevelopment of Piers 62/63 and Waterfront Park located to the immediate north and south of the Aquarium.

F. SEAS has hired a designer to coordinate with the City's design team on how the Aquarium and its future renovation and expansion can integrate with the Waterfront Concept Design and has completed a conceptual design for a proposed renovation and expansion ("Aquarium Expansion Project"). The Aquarium Expansion Project concept includes four elements: Pier 59 west end renovation; Pier 60 renovation and new shed roof; a new structure on the Aquarium Plaza and partially under the Overlook Walk; and a new south wing.

G. In 2011, SEAS completed a 2011-2030 Strategic Plan with a goal to make the Aquarium the single most compelling and fun element in the new Waterfront, and to enhance,

via advocacy, all important linkages to the surrounding areas, including the Market, Steinbrueck Park, the nearby marina and cruise ship terminal, and downtown Seattle.

H. The Aquarium's Strategic Plan also lays out a facilities outlook that includes the elements of the Aquarium Expansion Project to provide new programming and visitor capacity in keeping with the growth of the region's population and the vital new Central Waterfront public spaces. SEAS hopes to develop an iconic new South Wing and to operate and maintain space within a new structure to be potentially developed on the Aquarium Plaza and partially under the proposed "Overlook Walk" at Alaskan Way. The total cost of this facility plan is estimated to be in the \$180 to \$200 million range.

I. On August 13, 2012, the Seattle City Council unanimously adopted Resolution 31399 (the "Resolution"), with the Mayor concurring. The Resolution expresses support for the City's Central Waterfront Committee's Strategic Plan (the "CWC Strategic Plan") for creation of the new waterfront improvements following demolition of the Viaduct and for the Waterfront Concept Design as the long-term vision for redevelopment of the post-Viaduct waterfront.

J. In addition, the Resolution specifically addresses and encourages partnerships with the Aquarium and the Market for co-developments related to the Waterfront Concept Design and related major projects proposed by both the Aquarium and the Market. The Resolution calls for agreements between the City, the Market and the Aquarium to be completed by the end of 2012:

By the end of 2012, the City should enter into agreements with the Pike Place Market and Seattle Aquarium to continue design collaboration and to develop a process for refining other aspects of these partnerships. The agreements should include principles to determine an appropriate City contribution to the public infrastructure improvements on the PC-1 north site and the Aquarium renovation, in coordination with the next phase of design work. The agreements should also address how the Pike Place Market and Seattle Aquarium will raise the funds necessary for their share of each project and demonstrate to the City their ability to do so as a condition of City support. The City looks forward to further collaboration with the Pike Place Market and Seattle Aquarium, but with funding yet to be secured for all of the Waterfront Improvement Program, the City's ability to fund partner projects is dependent on successful implementation of local improvement district funding. This may call for flexibility in implementing the Pike Place Market's PC-1 north site development and Aquarium renovation in terms of scope, timing, and/or phasing of implementation.

K. The Resolution also recognizes the importance that design work on the Central Waterfront Project as well as the Aquarium Expansion Project continue until construction



funding for the projects can be confirmed. Consequently, in the Resolution, the Seattle City Council:

...requests that the Executive include sufficient resources in the City's 2013-2014 biennial budget to advance design work and funding strategies for the Core Projects, community outreach, efforts to form a local improvement district, and design collaboration with the Pike Place Market Development Authority on the PC-1 north site and the Seattle Aquarium on its renovation.

L. The Central Waterfront project presents an opportunity for the Aquarium to further fulfill its mission, as stated in its charter, and to provide a new connection between the Aquarium and central Seattle. Additionally, an expanded Aquarium will add vitality and excitement to the new waterfront and will enhance the local and regional economy.

M. The City and SEAS concur that in addition to meeting their respective project goals, their cooperation and coordination of their respective projects will achieve efficiencies and potential cost savings to both projects that are in the parties' respective and mutual best interests and will accomplish numerous public purposes.

N. This MOU is intended to satisfy the requirements of Resolution 31399 with regard to an agreement between the City and SEAS and serve as a basis for both the City and SEAS to proceed with the Aquarium Expansion Project design.

Section II. Mutual Goals.

The City and SEAS share the following goals for the development of the Aquarium, the plaza in front of the Aquarium on City of Seattle right-of-way (the "Aquarium Plaza") and the Overlook Walk:

A. To leverage momentum of recent Aquarium improvements, proposed Aquarium improvements and the City's Central Waterfront Project to implement the Aquarium's Strategic Plan and vision for the area.

B. To increase the Aquarium's impact and expand beyond Piers 59-60 to provide new programming and visitor capacity in keeping with the vital new Waterfront public spaces and the region's growing population and to further develop the Aquarium as an effective leader in marine conservation education, especially as a window on Puget Sound itself.



C. To double the Aquarium's square footage to 150,000 to attract and serve more visitors and to increase Aquarium attendance from approximately 800,000, to a range of 1.2 to 1.5 million visitors, annually, through construction of a new South Wing, renovation of the west end of Pier 59, renovation of and a new shed roof for Pier 60, renovation of the west end of Pier 59, construction of a new building on the "Aquarium Plaza," and possible occupancy of a new building under the base of the Overlook Walk to be constructed by the City's Central Waterfront Project.

D. To provide public open space associated with the planned Overlook Walk and new pedestrian connections from the Aquarium to Pike Place Market and the core of downtown.

Section III. Design Development.

A. Shared Principles.

1. The Parties agree that the Aquarium Expansion Project conceptual design, attached as Exhibit A hereto, and the City's Central Waterfront Concept Design (contained in Clerk File Number 312468), represent an appropriate and mutually acceptable general baseline for subsequent development by the City's and SEAS' respective design teams. Such continuing design should be collaborative and yield a fully integrated result acceptable to both Parties.

2. Overall cost-effectiveness is a core shared principle. The City and SEAS agree that the Aquarium Expansion Project should be continuously evaluated for cost-effectiveness, taking into consideration both initial development costs and ongoing costs for operation and maintenance..

B. Management, Review and Approvals. Upon execution of this MOU, SEAS shall proceed with the design of the Aquarium Expansion Project on Piers 59 and 60, which design shall be subject to the City's continuing review and approval, as provided herein. The Parties will develop and observe procedures for close collaboration between their respective design teams. The Parties acknowledge that it is in SEAS' best interests to proceed with preliminary design work as quickly as possible to most effectively collaborate with the Central Waterfront Design team.

SEAS shall be responsible for managing all regulatory review for the Aquarium Expansion Project including, but not limited to, environmental review and any other City review and permitting processes except that the City will work with the applicable regulatory agencies



to investigate the overwater coverage issues associated with an expanded Aquarium and a reconfigured new Pier 62/63 and Waterfront Park (“Union Square Plaza”). SEAS also shall be responsible for undertaking and managing informal, community-based design review.

Separate and apart from any permissions or approvals required by any regulatory agency, the City in its proprietary capacity shall have the right to review and approve the evolving Aquarium Expansion Project design for consistency with this MOU, continuing basic compatibility with the evolving design of the Waterfront Concept Design, and cost-effectiveness, among other purposes. Such review and approval shall be required upon completion of design development documents and 30% (schematic design), 60%, and 100% construction documents. City review shall be led and, when appropriate, approval shall be provided by the City’s Director of Transportation and its Superintendent of Parks or their designees.

C. Funding. As contemplated in the Resolution, the City’s 2013-14 biennial budget includes funding for SEAS to continue its design collaboration with the City. The City therefore agrees to compensate SEAS for fifty percent (50%) of its expenditures for Aquarium Expansion Project engineering, design and consultant services incurred beginning January 1, 2013, to a maximum payment of \$1,000,000.00; provided, however, that no more than \$500,000.00 shall be payable in either 2013 or 2014. Such compensation may include SEAS’ direct project-related costs, as well as the fair market value of in-kind project-related services, to a maximum of \$400,000.00, but shall not be used for SEAS’ general or central overhead or staffing. The City will reimburse SEAS for such expenditures within 30 days after SEAS provides the City with a fully-documented invoice, supplemented with such additional information as the Director or Superintendent may reasonably request from time to time. Funding for future phases of the Aquarium Expansion Project is anticipated to be similar to that described in the Resolution and consistent with this Agreement.

D. City’s Implementation of Plan. The City shall proceed in good faith to implement, subject to the availability of funding, the terms of the Resolution and the CWC Strategic Plan.

Section IV. Project Development Agreement.

Prior to attaining 30% design of the Aquarium Expansion Project the Parties will negotiate and submit to SEAS’ Board of Directors and the Seattle City Council for their

respective review and approval, a Project Development Agreement that will include the following:

A. An integrated project design and phasing plan for the complete Aquarium Expansion Project. The design, when approved by the SDOT Director and Parks Superintendent as provided in Section III.B, shall constitute the "Aquarium Approved Project Design" for purposes of the Project Development Agreement.

B. A comprehensive funding plan identifying, with reasonable specificity, the principal sources of funding sufficient to complete development and construction of the Aquarium Expansion Project in accordance with the Approved Project Design and how such funds will be allocated among the project elements. Funding for the Aquarium Expansion Project is anticipated to come from a variety of sources including, but not limited to, the following currently identified sources:

1. City Central Waterfront Project funding in an amount not to exceed \$45 million, which amount includes the payments for design services and consultant services made pursuant to this MOU. The Parties understand and agree that any City funding beyond the \$1 Million authorized in this agreement will be provided only if the City succeeds in its plans to fund construction of the Waterfront Concept Design, as presently conceived and designed. In such event, funding for additional phases of the Aquarium Expansion Project will be the subject of one or more future agreements.

2. SEAS plans to secure funding from grants, philanthropic gifts, and other sources consistent with its obligation under Section 6.4 of the O&M Agreement.

C. A detailed project schedule, subject to the SDOT Director's and Parks Superintendent's approval, incorporating agreed-upon sequencing of construction of the basic Aquarium project elements and threshold requirements for commencing construction of each such element, if necessary. For instance, if commencement of construction of any material element is subject to confirmation of funding or any other major contingency, such contingency should be explicitly identified.

D. City requirements for SEAS' management of construction of the Aquarium Expansion Project, as set forth in the O&M Agreement, which shall include, but not be limited to, the following requirements:



1. That SEAS shall complete construction of the Aquarium Expansion Project substantially consistent with the Approved Project Design.

2. That SEAS will negotiate and execute design and construction contracts.

3. That SEAS will be responsible for all cost overruns that may be experienced by the Aquarium Expansion Project, including those due to unforeseen conditions.

4. That substantial changes to the Approved Project Design, specifically including change orders that represent material changes to the Approved Project Design and all decisions that affect the construction of the City's Central Waterfront Project Design are subject to the review and approval of the SDOT Director and Parks Superintendent, which approval shall not be unreasonably denied or delayed.

5. That SEAS shall cause the Aquarium Expansion Project work to be done in a good and workmanlike manner and shall comply with or cause compliance with all applicable laws. SEAS also shall obtain or cause to be obtained and maintain in effect all building permits, licenses and other governmental approvals that may be required in connection with such work.

E. An agreement regarding operations and maintenance of the new facilities, including the Aquarium Plaza, the new South Wing and the potential structure located on the Aquarium Plaza and partially under the Overlook Walk adjacent to Alaskan Way.

Section V. Miscellaneous Provisions.

A. Nondiscrimination/Compliance with Laws. SEAS shall comply with all applicable laws including, without limitation, all equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers

B. Notices. All notices and requests required or permitted to be given in connection with this MOU shall be in writing and shall be deemed given as of the day they are received



either by messenger, express delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows, or to such other address as the party to receive the notice or request so designates by written notice to the other consistent with this Section V:

If to City: Seattle Department of Transportation
 Attn: Director
 700 Fifth Ave., #3900
 PO Box 34996
 Seattle, WA 98124-4996

With a copy to: Seattle Department of Parks and Recreation
 Attn: Superintendent
 100 Dexter Ave. N
 Seattle, WA 98109

If to SEAS: Seattle Aquarium Society
 Attn: Robert Davidson
 1483 Alaskan Way
 Seattle, WA 98101

C. Term and Termination. This MOU shall commence on the date first set forth above and shall continue for a term of ten (10) years. Notwithstanding the foregoing, this MOU may be terminated by written notice under the following circumstances: (a) a party has breached its obligations hereunder and such breach remains uncured for one hundred twenty (120) days after the non-breaching party has given notice to the breaching party describing such breach or, in the case of a breach by SEAS, such other period as the Director may reasonably determine; or (b) either party has defaulted in its obligations under this MOU on three or more occasions during any consecutive 12-month period.

D. Legal Relationship. This MOU does not constitute SEAS as the agent or legal representative of the City for any purpose whatsoever. SEAS has no express or implied right or



authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

E. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of Washington applicable to agreements made and to be performed in Washington, exclusive of its conflict of law rules.

F. Entire Agreement. This MOU, when executed, contains the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any promises or conditions in any other oral or written agreement. No provision of this MOU may be amended or supplemented except by a written agreement signed by the Parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year stated above.

CITY OF SEATTLE

SEATTLE AQUARIUM SOCIETY

By _____
Peter Hahn, Director, SDOT

By _____
Robert Davidson, CEO

By _____
Christopher Williams, Acting Superintendent,
Department of Parks and Recreation



EXHIBIT A
AQUARIUM EXPANSION PROJECT CONCEPTUAL DESIGN



Seattle Aquarium Expansion Concept



Seattle Aquarium - Aerial Perspective

- ① Iconic exterior building and expansion under the “Overlook Walk” could include an Aquarium education center and classrooms, research facility, 4-D theatre, and food service.
- ② Pier 60 exhibits and building could be redeveloped including new continuous roof.
- ③ West 30,000 sq. ft. of pier 59 could be redeveloped including re-facing the west wall with glass, and at least one new spectacular exhibit.
- ④ New 35,000 sq. ft. transparent South Wing could house new state-of-the-art exhibits.

Form revised: December 6, 2011

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Department of Transportation	David Conway / 684-5016	Cameron Keyes / 684-8048

Legislation Title: AN ORDINANCE relating to the Central Waterfront Project, authorizing execution of a Memorandum of Understanding Concerning Renovation and Expansion of the Seattle Aquarium and Development of the Central Waterfront Project between the City of Seattle and the Seattle Aquarium Society.

Summary and Background of the Legislation:

This legislation authorizes the City of Seattle to enter into a Memorandum of Understanding (MOU) with Seattle Aquarium Society (SEAS) concerning the renovation and expansion of the Seattle Aquarium. The MOU outlines the guiding principles, design development principles and procedures, and a process to finalize a Project Development Agreement.

Future development of the Seattle Aquarium is an important component of reconnecting Seattle to its waterfront. As part of the Central Waterfront Concept Design and Framework Plan related to the Waterfront Improvement Program, the City plans to fund up to \$45 million for the Seattle Aquarium Renovation and Expansion project. The Seattle Aquarium has been actively engaged in planning for the project in conjunction with the development of the Central Waterfront and has coordinated with the City's design team. In August 2012, the City Council adopted Resolution 31399 that calls for agreements with SEAS for developments that are integrated with the Central Waterfront Concept Design.

The MOU states that the City will reimburse SEAS for fifty percent of the expenditures for design and consultant work for the Aquarium Renovation and Expansion project, including up to \$500 thousand per year in 2013 and 2014. The City's total share of funding for the project shall not exceed \$45 million and construction funding is contingent upon the City obtaining funding for the Central Waterfront Concept Design.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:
Waterfront Improvement Program	TC367330	Various	Q1/2013	Q4/2018

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 legislation, 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.
 (Please skip to "Other Implications" section at the end of the document and answer questions a-h. Earlier sections that are left blank should be deleted. Please delete the instructions provided in



parentheses at the end of each question.)

X **This legislation has financial implications.** (If the legislation has direct fiscal impacts (e.g., appropriations, revenue, positions), fill out the relevant sections below. If the financial implications are indirect or longer-term, describe them in narrative in the "Other Implications" section. Please delete the instructions provided in parentheses at the end of each title and question.)

This legislation does not make appropriations, or spending plan changes. The 2013-2014 Budget and 2013-2018 Proposed Capital Improvement Program include funds for the Waterfront Improvement Program project to support the MOU.

Other Implications:

a) Does the legislation have indirect financial implications, or long-term implications?

Yes, adoption of this legislation enables SEAS and the City to continue to move forward on the Aquarium project and proceed with an integrated approach.

Consistent with the 2013-2014 Adopted Budget and 2013-2018 Adopted CIP, the current funding source for the \$1M design funds is the interfund/cash pool loan with the intention to repay the loan from future LID revenues. If the LID is not successful, the City would need to fund these design costs with a different funding source (e.g., general fund).

This MOU also sets the framework for future agreements which may contain details on the use of the remaining portion (construction funding) of the City's \$45 million contribution to the project. As stated earlier, the City's share of construction funding for the Aquarium project will be contingent on the City securing additional funding.

b) What is the financial cost of not implementing the legislation?

If the legislation is not implemented, the Aquarium project will not be able to move forward as planned. SEAS will not be able to make progress on the design of the project without the City funding that is budgeted in the Waterfront Improvement Program.

c) Does this legislation affect any departments besides the originating department?

Seattle Parks and Recreation.

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives? None.

e) Is a public hearing required for this legislation?

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.



g) Does this legislation affect a piece of property?

The Aquarium project improvements will be constructed on City-owned land.

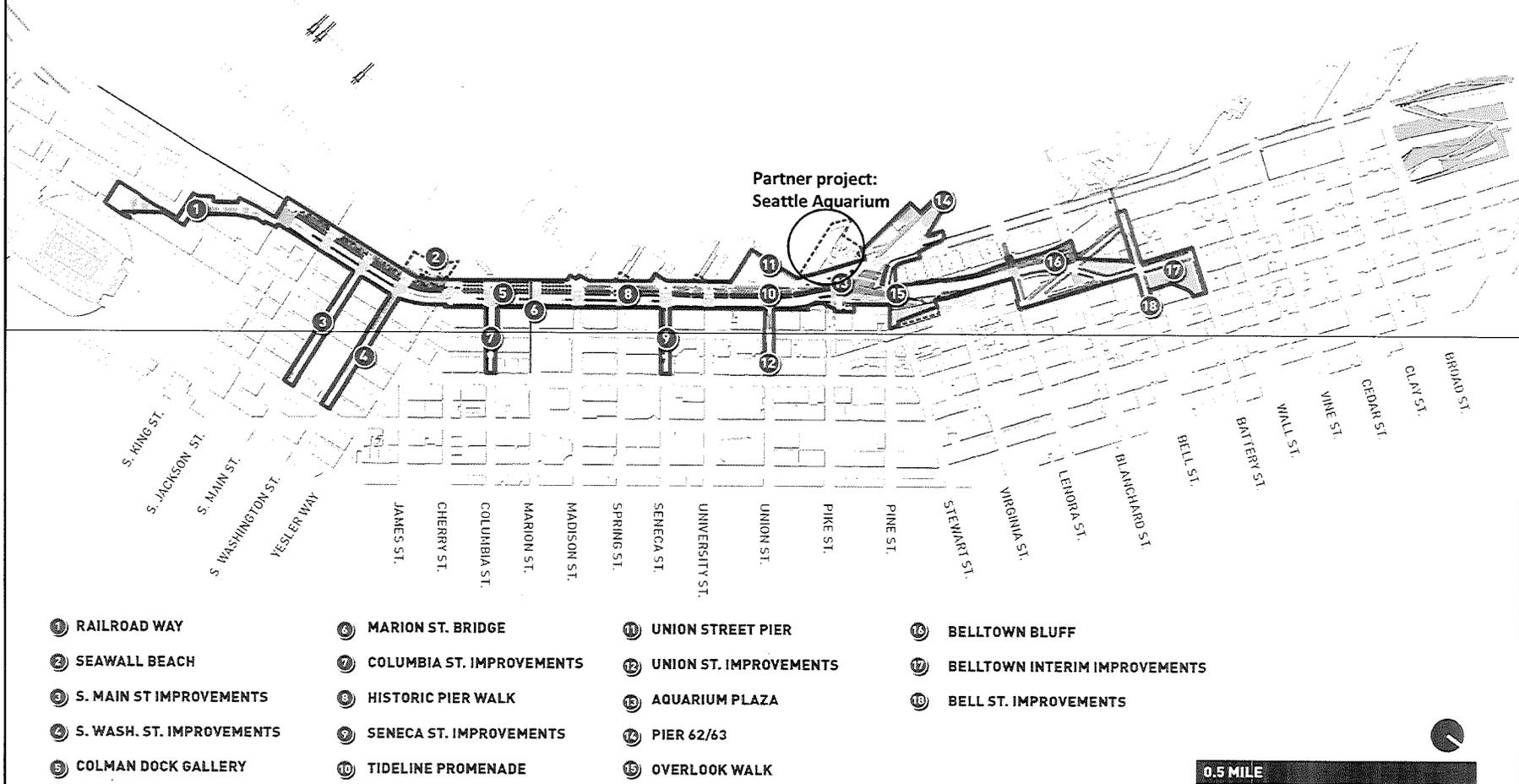
h) Other Issues: None.

List attachments to the fiscal note below:

Attachment A: Project Map



Core Projects





City of Seattle
Office of the Mayor

January 14, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the proposed Council Bill authorizing the Director of Transportation and the Superintendent of Parks and Recreation to enter into an agreement with Seattle Aquarium Society (SEAS) pursuant to Resolution 31399 adopted by the Council in August 2012. The Memorandum of Understanding states mutual goals for development of the Aquarium, the plaza in front of the Aquarium on City of Seattle right-of-way and the Overlook Walk; shared principles for design development, management, review and approval processes; and negotiation of a definitive Project Development Agreement. This future agreement will include a comprehensive funding plan, project schedule, and City requirements for SEAS construction management of the Aquarium project. The Agreement also requires a separate memorandum of agreement regarding operations and maintenance.

This agreement is the next step in implementing the goals resulting from extensive long-term planning for both the Central Waterfront as a whole and for the Aquarium. It enables a creative joint effort to build a unique civic space for the people of Seattle.

This legislation marks an important step toward accomplishing long-held goals in connecting downtown to the waterfront. Thank you for your consideration. Should you have questions, please contact Nathan Torgelson of Seattle Parks and Recreation at 684-0343 or Bob Chandler of Seattle Department of Transportation at 684-7595.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



Received
APR 04 2013
City of Seattle
Office of the City Clerk

STATE OF WASHINGTON – KING COUNTY

--SS.

295003
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 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

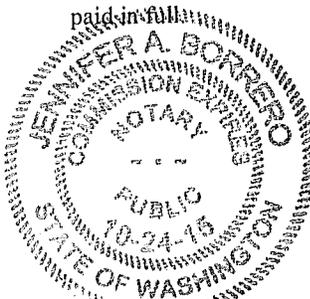
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124115,119-124126

was published on

03/14/13

The amount of the fee charged for the foregoing publication is the sum of \$173.25 which amount has been paid in full.



Affidavit of Publication

[Signature]
Subscribed and sworn to before me on
03/14/2013
[Signature]
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on February 25, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124115

AN ORDINANCE related to a settlement agreement between the City of Seattle and Building 11 Investors, LLC; authorizing the Superintendent of Parks and Recreation to implement the terms of the settlement agreement; increasing appropriations in connection thereto; making a cash transfer between various city funds; and ratifying and confirming certain prior acts, all by a 3/4 vote of the City Council.

ORDINANCE NO. 124119

AN ORDINANCE relating to the Department of Parks and Recreation and Seattle Public Utilities; transferring partial jurisdiction of a portion of Lake Washington Boulevard located beneath, adjacent to, and across Lake Washington Boulevard South from a parking lot at 63rd Avenue South, from the Department of Parks and Recreation to Seattle Public Utilities for maintenance, repair and operation of a combined sewer overflow underground storage tank, associated underground pipes and electrical lines, and limited surface ancillary facilities; and finding that transfer of partial jurisdiction meets the requirements of Ordinance 118477, which adopted Initiative 42.

ORDINANCE NO. 124120

AN ORDINANCE relating to the Department of Parks and Recreation and Seattle Public Utilities; transferring partial jurisdiction of a portion of Lake Washington Boulevard South located beneath and adjacent to a parking lot between 48th Avenue South and 49th Avenue South, from the Department of Parks and Recreation to Seattle Public Utilities for maintenance, repair, and operation of a combined sewer overflow underground storage tank, associated underground pipes and electrical lines, and limited surface ancillary facilities; and finding that transfer of partial jurisdiction meets the requirements of Ordinance 118477, which adopted Initiative 42.

ORDINANCE NO. 124121

AN ORDINANCE relating to the Central Waterfront Project, authorizing execution of a Memorandum of Understanding Concerning Renovation and Expansion of the Seattle Aquarium and Development of the Central Waterfront Project between the City of Seattle and the Seattle Aquarium Society.

ORDINANCE NO. 124122

AN ORDINANCE relating to the Central Waterfront Project, authorizing execution of a Memorandum of Understanding Concerning Redevelopment of the PG-1 North Site within the Pike Place Market Historical District.

ORDINANCE NO. 124123

AN ORDINANCE relating to the Pacific Place Garage; authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the Downtown Parking Garage Fund; and providing for repayment.

ORDINANCE NO. 124124

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to execute a three-year extension to a lease agreement under which the City leases warehouse space at Federal Center South, 4735 East Marginal Way South in Seattle, from the U.S. General Services Administration.

ORDINANCE NO. 124125

AN ORDINANCE relating to contracting indebtedness; authorizing and providing for the issuance and sale of unlimited tax general obligation bonds and bond anticipation notes, and authorizing the loan of funds from various City funds, to pay all or part of the costs of the design, construction, renovation, improvement and replacement of the Alaskan Way seawall and associated public infrastructure, as authorized at the November 6, 2012 election, and to pay the costs of issuing and selling the bonds and the notes; providing for terms and sale of the bonds and the notes; creating a project fund; and ratifying and confirming certain prior acts.

ORDINANCE NO. 124126

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

Date of publication in the Seattle Daily Journal of Commerce, March 14, 2013.
3/14(295003)