



# SEATTLE CITY COUNCIL

## Legislative Summary

CF 312905

**Record No.:** CF 312905      **Type:** Clerk File (CF)      **Status:** Did Not Pass

**Version:** 1      **Ord. no:**      **In Control:** Sustainability and Transportation Committee

**File Created:** 02/02/2016

**Final Action:** 05/02/2016

**Title:** Petition of WSA Properties, et al. to vacate Occidental Avenue South between the north margin of South Holgate Street and a line parallel to and 30 feet south of the centerline of South Massachusetts Street.

**Notes:**      Date

**Sponsors:** No Sponsor Required

**Filed with City Clerk:**

**Mayor's Signature:**

**Vetoed by Mayor:**

**Veto Overridden:**

**Veto Sustained:**

**Attachments:** Final Vacation Findings and Conditions, Divided Report (revised; added 5/2/16), Signed Petition Form, Street Vacation Petition, FEIS and Appendices A through D, FEIS Appendices F and G, FEIS Appendix E - Transportation, EIS Addendum 20151029, Occidental Ave S Arena Final SDOT Recommendation, Occidental Ave S Recommendation Attachments Public Comments

**Drafter:** Emilia.Sanchez@seattle.gov

**Filing Requirements/Dept Action:**

**History of Legislative File**      **Legal Notice Published:**       Yes       No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Full Council	03/25/2013	referred	Transportation Committee			
	<b>Action Text:</b>						
	<b>Notes:</b>						
1	Full Council	01/04/2016	referred	Sustainability and Transportation Committee			
	<b>Action Text:</b>						
	<b>Notes:</b>						
1	Sustainability and Transportation Committee	03/15/2016	discussed				
	<b>Action Text:</b>						
	<b>Notes:</b>						

- 1 Sustainability and Transportation Committee 03/15/2016 discussed  
Action Text: The Clerk File (CF) was discussed in Committee.  
Notes:
- 1 Sustainability and Transportation Committee 04/05/2016 discussed  
Action Text: The Clerk File (CF) was discussed in Committee.  
Notes:
- 1 Sustainability and Transportation Committee 04/19/2016 grant as conditioned 05/09/2016 Pass  
Action Text: The Committee recommends that Full Council grant as conditioned the Petition with a Divided Report.  
In Favor: 4 Chair O'Brien, Vice Chair Johnson, Burgess, Harrell  
Opposed: 1 Bagshaw
- 1 Full Council 05/02/2016  
Notes: ACTION 1:

Motion was made by Councilmember Burgess, duly seconded and carried, to substitute Condition 10, as shown in the underlined and strike through language below:

\*\*\*

~~40. Arena events shall be scheduled according to the requirements outlined below and as defined under the terms of a Master Use Permit decision for the project, if approved, in order to avoid conflicts between egress and ingress of different events at different facilities. Under Section 21 of the MOU, ArenaCo is required to coordinate with the Seattle Mariners, the Seattle Sounders and the Seattle Seahawks, as well as the Washington State Public Stadium Authority (CenturyLink Field) and the Washington State Major League Baseball Stadium Public Facilities District (Safeco Field), to minimize the number of conflicting and overlapping events held at the existing stadiums and the proposed Arena. Event scheduling at the Arena shall comply with the following:~~

- ~~Events at the Arena on any non-holiday weekday or weeknight shall be separated from other events at the Arena by a minimum of 3 hours between the projected end time of one event and the scheduled start time of the next event.~~
- ~~No Arena event on any non-holiday weekday or weeknight may be scheduled to begin or end within one hour of the scheduled start or end time of any event at Safeco Field or CenturyLink Field, or both, if 1) the reasonably anticipated attendance at the Arena and one or more of those fields is more than 45,000 attendees, or 2) there would otherwise be three scheduled events starting or ending within an hour of each other at the Arena, Safeco Field or CenturyLink Field.~~
- ~~No Arena event shall start between 4:00 pm and 7:00 pm on~~

~~non-holiday weekdays if 1) the reasonably anticipated attendance at Safeco Field, CenturyLink Field, and the Arena would exceed 15,000 persons, and 2) the Arena event is otherwise scheduled to occur within an hour of the start or end times of events at Safeco Field or CenturyLink or both.~~

- ~~☐ These scheduling requirements may be reviewed and revised by the Seattle Department of Transportation and Seattle Department of Construction and Inspections, after consultation with Safeco Field, CenturyLink Field, and the Port of Seattle, if additional means of limiting transportation impacts are provided. There will be no exceptions from the combined attendance levels for concurrent or overlapping weekday events involving Arena events. Amendments to the scheduling requirements may take into account playoff schedules for MLB/MLS/NBA/ NFL/NHL/WNBA games; and~~
- ~~☐ These scheduling requirements shall be incorporated in the MUP decision for the project, if approved.~~

10. Both Safeco Field and CenturyLink Field currently operate in the Stadium District Overlay area. The Operators of those facilities (defined below) are party to an existing event scheduling agreement designed to minimize conflicts between events at their respective facilities. The Arena, if approved and constructed, will bring an additional event venue to this area. Arena events shall be scheduled according to the requirements outlined below in order to minimize overlapping events and to avoid conflicts between egress and ingress of same-day events at the several facilities. Under Section 21 of the MOU, ArenaCo is required to coordinate with the Seattle Mariners, the Seattle Sounders and the Seattle Seahawks, as well as the Washington State Public Stadium Authority ("PSA", the owner of CenturyLink Field) and the Washington State Major League Baseball Stadium Public Facilities District ("PFD", the owner of Safeco Field), to minimize the number of conflicting and overlapping events held at the existing stadiums and the proposed Arena. Event scheduling at the Arena shall comply with the following:

1. The Arena may schedule events, sporting or otherwise, of up to 5,000 attendees (cumulative total, if multiple smaller events at the Arena overlap) without regard to the scheduling requirements herein.
2. No Major Event at the Arena may start between 4pm and 7pm on a Weekday. The Seattle Department of Transportation may grant

exceptions if required for playoffs or "premier" events (national or international), such as an All-Star Game, NCAA tournament game, etc., or otherwise up to three times per year if there are no Overlapping or Sequential Events at another venue.

3. No Major Event may occur at the Arena at any time where the Arena Major Event would overlap with both a Major Event at Safeco Field and a Major Event at CenturyLink Field, if the reasonably anticipated combined attendance at the Arena, Safeco Field and CenturyLink Field would exceed 45,000 attendees if on a Weekday and 55,000 attendees if on a Weekend. If the Arena has a Major Event that overlaps with Major Events at both Safeco Field and CenturyLink Field and is permissible because combined attendance is below these limits, the Arena will coordinate with the Operators of the other venues and with the City of Seattle on a traffic plan to manage the traffic flow in the best way possible.
4. Additional Rules for NBA Games:
  - a. For pre-season games: No NBA pre-season game may be scheduled as an Overlapping Event with an MLB, NFL or MLS regular season or post-season home game at either CenturyLink Field or Safeco Field if the reasonably anticipated combined attendance at the several venues involved would exceed 45,000 on a Weekday, or 55,000 on a Weekend.
  - b. For regular season games:
    - i. No NBA regular season game may be scheduled as an Overlapping Event with (w) any Seahawks home game, (x) the Mariners' season home opener, (y) any Sounder's home game with an anticipated attendance of 45,000 or greater on a Weekday or 55,000 or greater on a Weekend, or (z) any other Major Event at CenturyLink Field with an anticipated attendance of 45,000 or greater on a Weekday, or 55,000 or greater on a Weekend.
    - ii. The Arena will make best efforts working with the NBA to avoid scheduling regular season home games as Overlapping Events with Mariners or Sounders home games or Major Events at CenturyLink Field (other than

those specifically prohibited in 4.b.i above), recognizing that this may not be possible in all instances. To assist this, the Operator of Safeco Field and the Operator of CenturyLink Field will be asked to provide the Arena with a draft schedule as soon as it is reasonably reliable. In addition, the Arena shall provide the Operator of Safeco Field and the Operator of CenturyLink Field with a draft schedule as soon as it is reasonably reliable. The operators of the three venues are encouraged to coordinate on schedule setting. If the Arena is unable to avoid scheduling an Overlapping Event, the NBA game will start at least one hour after the start time of the Mariners or Sounders game or other Major Event at CenturyLink Field, and the Arena and the Operator of the venue involved will work together with the City of Seattle on a traffic plan to manage the dual event in the best way possible. The one-hour start time delay may be reduced to 30 minutes if mutually agreeable to the Operators of the venues involved, and approved by the City of Seattle.

- c. For playoff games: It is assumed that NBA playoff games cannot be changed or rescheduled, and will proceed as the NBA dictates. If an Overlapping Event is unavoidable, the Arena will work together with the Operator of the venue involved and the City of Seattle on a traffic plan to manage the dual event in the best way possible. Staggered start times of at least one hour will be required, but may be reduced to 30 minutes if mutually agreeable to the Operators of the venues involved, and approved by the City of Seattle.

5. Additional Rules for Events Other than NBA Games:

- a. On a Weekday, an Arena Major Event (excluding NBA games, which are addressed in Section 4 above) cannot be scheduled as an Overlapping Event with a Major Event at Safeco Field or a Major Event at CenturyLink Field if the reasonably anticipated combined attendance at the venues involved would exceed 45,000.
- b. On a Weekend, an Arena Major Event (excluding NBA games, which are addressed in Section 4 above) cannot be scheduled as an Overlapping Event with a Major Event at

Safeco Field or a Major Event at CenturyLink Field if the reasonably anticipated combined attendance at the venues involved would exceed 55,000.

- c. If the Operators of CenturyLink Field and Safeco Field provide the Arena with a schedule of non-sport Major Events at their respective venues at least 90 days in advance of such events, the Arena will make best efforts to avoid scheduling Major Events at the Arena as Overlapping Events with the identified events at Safeco Field or CenturyLink Field.
6. In the case of Sequential Events, the Arena shall ensure it allows at least 3 hours between the projected end of the first event and the scheduled start time of the second event.
7. If the Arena becomes the host venue for a professional sports team other than an NBA team, the Additional Rules for Events Other than NBA Games shall apply until such time as the Arena can reach a mutually agreeable revision to these scheduling requirements with the Operators of CenturyLink Field and Safeco Field.
8. Definitions Used:
  - a. CenturyLink Field: CenturyLink Field and Event Center, including the WAMU Theatre.
  - b. Major Event: an event of any kind with a fixed starting or ending time and which is reasonably anticipated to generate an aggregate attendance of 5,000 or more at the venue specified.
  - c. Operator of CenturyLink Field: the party granted authority to operate CenturyLink Field by the PSA, currently First & Goal Inc., which party shall have responsibility for coordinating with the Seahawks and Sounders.
  - d. Operator of Safeco Field: the party granted authority to operate Safeco Field by the PFD, currently The Baseball Club of Seattle, LLLP, which party shall have responsibility for coordinating with the Mariners.

- e. Overlapping Event: an Arena Major Event that overlaps in time with a Major Event at Safeco Field or a Major Event at CenturyLink Field. Overlaps occur when the scheduled start time of one event is prior to the projected end time of another event.
- f. Sequential Event: an Arena Major Event that occurs on the same day, but not overlapping in time, with a Major Event at Safeco Field or Major Event at CenturyLink Field.
- g. Weekday: Monday through Friday, not including Seattle city holidays.
- h. Weekend: Saturday, Sunday or Seattle city holidays.

These scheduling requirements shall be incorporated in the MUP decision for the project, if approved. The Arena and the other teams and venues are encouraged to enter into further scheduling agreements that adopt and provide further detail to implement these requirements. The Seattle Department of Transportation may, from time to time, approve exceptions to these requirements for individual events if agreeable to Petitioner and to the Operators of CenturyLink Field and Safeco Field.

These requirements may only be modified if agreeable to Petitioner and to the Operators of CenturyLink Field and Safeco Field, and approved by the Seattle Department of Transportation and Seattle Department of Construction and Inspections.

\*\*\*

ACTION 2:

Motion was made by Councilmember Burgess, duly seconded and carried, to amend Condition 18 as shown in the underlined and strike through language below:

\*\*\*

18. The Petitioner shall construct and maintain a paved north-south road along the east side of the proposed Arena site, between South Holgate Street and the extension of South Massachusetts Street, parallel to the proposed vacated Occidental Avenue South. ~~The road shall be constructed consistent with the plan for the road submitted in the Petitioner's Master Use~~

~~Permit application.~~ The primary, but not exclusive, purpose of the road is to provide access to the Arena parking and loading areas. The road shall also provide public vehicular access to the Safeco Field garage and Safeco Field surface parking, and emergency and service vehicle access to the Arena and Safeco Field sites, and vehicular staging and access for Major Events at CenturyLink Field and CenturyLink Field Event Center. The road shall have a driving surface of at least 20 feet in width. The Arena shall keep the access road clear of obstacles, including parked vehicles, at least three hours before through at least two hours after any scheduled event that is anticipated to generate 500 or more cars in the Safeco Field garage/surface parking area and during load in and load out dates for Major Events at CenturyLink Field and CenturyLink Field Event Center; however, the access road may continue to be used for customary Arena use not creating an obstruction during these periods. Prior to the final street vacation approval by the City Council or the issuance of a certificate of occupancy for the Arena (whichever comes first), the Petitioner shall execute and record a permanent, non-exclusive access easement containing these terms for the benefit of the Washington State Major League Baseball Stadium Public Facilities District and Washington State Public Stadium Authority properties.

\*\*\*

ACTION 3:

Motion was made by Councilmember Burgess, duly seconded and carried, to add a new Condition 23 as shown below; and by renumbering the last section accordingly:

\*\*\*

23. The Petitioner may not construct or operate the Arena in a manner that requires it to seek a permit from SDOT for any temporary closure of South Massachusetts Street that does not leave at least two travel lanes on S. Massachusetts St. east of 1st Ave. S open at all times. If the Petitioner seeks to close any other portion of S. Massachusetts St. for construction of the Arena and its associated improvements, the closure must be approved by a street use permit issued by SDOT. Before applying for a street use permit, the Petitioner shall consult with the operators of Safeco Field and CenturyLink Field and CenturyLink Field Event Center to determine if the proposed temporary closure would impair access to the Safeco Field driveway or impair access and staging for CenturyLink Field and

CenturyLink Field Event Center. The Petitioner shall advise SDOT Street Use in writing of any concerns raised by the operators of Safeco Field and CenturyLink Field and CenturyLink Field Event Center regarding a temporary closure of a portion of S. Massachusetts St. Conditions may be imposed on the street use permit by SDOT as necessary to maintain access to the Safeco Field driveway and access and staging for CenturyLink Field and CenturyLink Field Event Center.

\*\*\*

1 Full Council

05/02/2016

Notes: By unanimous consent, the Council Rules were suspended to allow Dan Eder and Lish Whitson, from Council Central Staff, to address the Council as needed.

ACTION 4:

Motion was made by Councilmember Herbold and duly seconded, to add a new Condition 23 as shown below; and by renumbering the last section accordingly:

\*\*\*

23. Occidental Avenue South may not be closed to vehicles, pedestrians, and bicycles until ArenaCo or a third party under contract with ArenaCo has obtained ownership rights to an NBA franchise.

\*\*\*

The Motion failed by the following vote:

In favor: 3 - Bagshaw, Herbold, Juarez

Opposed: 6 - Burgess, González, Harrell, Johnson, O'Brien, Sawant

ACTION 5:

Motion was made by Councilmember Herbold, duly seconded and carried, to add a new Condition 24 as shown below; and by renumbering the last section accordingly:

\*\*\*

24. The Petitioner shall pay for the improvement of the north-south crossing

of Atlantic Street at Occidental Avenue South in order to facilitate pedestrian travel to the Link Light Rail Stadium Station by constructing a staircase to the south side of S Atlantic Street connecting to 3rd Avenue S. If the Seattle Department of Transportation determines that a staircase is not feasible in this location, the Petition shall provide manual traffic control at the north-south crossing of S Atlantic Street at Occidental Avenue S.

\*\*\*

ACTION 6:

Motion was made by Councilmember Herbold, duly seconded and carried, to add a new Condition 18 as shown below; and by renumbering the subsequent sections accordingly:

\*\*\*

18. The Petitioner shall allow use of the Arena plaza for public events that are approved by the City. The Petitioner shall allow no fewer than 12 events per year. The Petitioner is not required to allow events that conflict with scheduled events or hold dates." The Petitioner may not charge a use fee for use of the Plaza but may charge a fee to pay for additional costs incurred by ArenaCo to accommodate the event.

\*\*\*

1 Full Council 05/02/2016 not granted  
Action Text: The Motion failed by the following vote:  
Notes: ACTION 7:

Fail

Motion was made by Councilmember González, duly seconded and carried, to amend Condition 17 as shown in the underlined and strike through language below:

\*\*\*

17. The Petitioner shall develop and maintain the public benefit elements described ~~below as defined by the City Council.~~  
The Petitioner shall execute and record aA Property Use and Development Agreement (PUDA) or other binding mechanism ~~shall be required to that~~ ensures that the public benefit elements ~~are remain~~-open and accessible to the public 24 hours a day, except that temporary closures are permitted for

reasons such as maintenance, safety, or to provide private functions. The PUDA shall describe and to outline future maintenance obligations for the public benefit elements improvements. The PUDA shall describe the approximate square footage dimensions of public benefit elements.

The Petitioner is required to allow free speech activities at the Arena Plaza. Those activities include but are not limited to hand billing, signature gathering, and holding signs. The Petitioner may not ask persons engaged in free speech activities to leave the Plaza unless those persons are obstructing access to the Arena or adjacent areas, or unreasonably interfering with enjoyment of those spaces by others. The Petitioner shall provide signage that identifies areas open to public access and that describes free speech activity that is permitted. The signage is subject to approval by SDOT.

~~Signage clearly identifying public access is required at the public open space elements and shall require the review of SDOT Street Vacations. Additional Design Commission review is shall be required for review of the Public Art Plan and of the permanent and programmable elements of the Plaza and Living Machine.~~

When developing and implementing the Public Art Plan the Petitioner shall seek recommendations from artists, tribes and tribal artists from the area and across the state, and other members of communities in the vicinity of the Duwamish Manufacturing/Industrial Center (MIC), including the Chinatown/International District, Beacon Hill, Georgetown, South Park, and Delridge neighborhoods.

The final design of the public benefit elements requires review and approval by SDOT. SDOT may request additional review by the Design Commission of the implementation of the public benefit elements, or the pedestrian enhancements, or and of the final design of 1st Avenue South, as necessary. Public benefit elements located in the right-of-way require additional street use permits and indemnification agreements. The Petitioner is required to place markers in the sidewalk to demarcate, public and private areas must be distinguished and markers in the sidewalk shall be required. The public benefit elements are: requirements include the following features as well as corresponding development standards, including approximate square footage dimensions, which shall be in the PUDA:

<b>Public Benefit</b>	<b>Description</b>
-----------------------	--------------------

<b>On Site</b>	
----------------	--

1. Living Machine
  - On-site gray and black water treatment and reuse with 4 million gallon capacity
    - Explore the feasibility of including additional capacity to allow future other users to connect in a "District" fashion
2. Arena Plaza
  - 31,800 s.f. of publicly-accessible neighborhood open space
    - o 2 water features
    - o 2 drinking fountains
    - o Pedestrian lighting achieving 1 foot candle average
    - o 300 l.f. of permanent public seating
    - o Temporary public seating per programming needs
  - Plaza shall include public programming for non-event days with focus on equitable programming
    - o Plaza shall include utility connections (water, power) to facilitate programming flexibility
    - o 500 s.f. event storage space for programming in arena building
  - Provides ~~Park Hour~~ access to arena public restrooms during non-event days to facilitate programming
3. Public Art Plan
  - Art Program Budget is 1.5% of total project cost
    - o Program led by collaborating/lead artist
    - o Art shall be coordinated between arena building and pedestrian bridge
    - o At least 1 piece of anchor art in plaza shall be provided with the participation of artists from communities in the vicinity of the Duwamish MIC as well as tribes and tribal artists from the area and across the state.
    - o Several other pieces of permanent integrated art
    - o Temporary artworks, installations, programming as part of Art Plan
    - o Project cost defined as construction cost plus consultant fees

\*\*\*

ACTION 8:

Motion was made and duly seconded to grant the Petition as conditioned.

In Favor: 4 Councilmember Burgess, Council President Harrell, Councilmember  
Johnson, Councilmember O'Brien  
Opposed: 5 Councilmember Bagshaw, Councilmember González , Councilmember  
Herbold, Councilmember Juarez, Councilmember Sawant

---