



## **MEMORIAL STADIUM AND BATTERY STREET TUNNEL SITE**

### **CITY OF SEATTLE / SEATTLE PUBLIC SCHOOLS**

#### **LETTER OF INTENT**

**October 1, 2021**

Seattle Public Schools (SPS) and the City of Seattle (City) (Parties) hereby agree to the attached BATTERY STREET TUNNEL / MEMORIAL STADIUM AGREEMENT PRINCIPLES that outline basic points of agreement to achieve shared goals for the replacement of Memorial Stadium and the potential development of an elementary school and park space on surplus City property in Belltown.

The Parties share mutual goals, based on a history of partnership and collaboration, to invest in new facilities at these two sites that benefit Seattle's students, residents, businesses, families, and the community. The Parties commit to make staff and resources available in their respective organizations to advance the work, and to make good faith efforts to meet the proposed timeline described below.

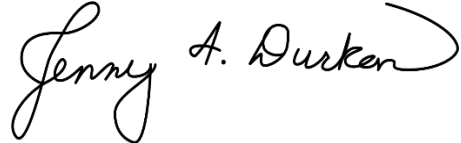
The Parties acknowledge that Seattle, including downtown Seattle, has experienced historic growth and that planning for downtown schools is important to the educational future of Seattle. They also acknowledge the systemic racial inequities still present in Seattle and in the educational system. The parties acknowledge the importance of centering the voices of those communities most impacted by the disparities and agree that both projects must advance equity, and that it is important that future generations of Seattle students have equitable access to a safe, modern and accessible Memorial Stadium for athletic and other school events.

Given the age and condition of Memorial Stadium today, it is the goal of the Parties that funding for a replacement of the stadium be included in the 2022 BTA V levy and approved by voters. If it is included in and approved as part of the Levy the Parties agree to negotiate Memorandums of Understanding (MOUs) consistent with the terms of this LOI that would

provide the framework for more detailed agreements to advance new facilities at both sites. Key details as to the scope, cost and financing, and shared use of a new Memorial Stadium facility would be included in those MOUs.

This LOI shall not be binding on either party, nor shall it form the basis for any liability or claim for reimbursement of any costs.

Signed,

Handwritten signature of Jenny A. Durkan in blue ink.

Mayor Jenny Durkan  
City of Seattle

Handwritten signature of Brent Jones in blue ink.

Interim Superintendent Brent Jones  
Seattle Public Schools

## BATTERY STREET TUNNEL / MEMORIAL STADIUM AGREEMENT PRINCIPLES

September X, 2021

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<b>Memorial Stadium</b>	
<ul style="list-style-type: none"> <li>• To address the stadium’s condition, funding for a stadium replacement will be included in the standard levy development process for the Buildings, Technology and Academics/Athletics (BTA) V levy.</li> <li>• Following a successful levy vote, SPS and the City will negotiate a Memorandum of Understanding to include detailed terms to implement this LOI.</li> <li>• For the purpose of the BTA V levy, SPS will develop a basic program for the stadium replacement, which addresses SPS’s core facility needs and allows for SPS to advance the project.</li> <li>• An enhanced program will be developed which will include upgrades to allow the facility to also serve as a venue for other possible uses, including professional sports, music, arts, and culture as part of the Seattle Center campus and other Seattle Center operations needs which would be funded by the City and other parties including the Seattle Center Foundation.</li> <li>• If the stadium basic program is included in the BTA V levy and approved by voters, SPS will grant City an option for a long-term lease for the Memorial Stadium property, including SPS’s 5<sup>th</sup> Ave parking lot property. If the City exercises this option the City will create a funders group that will include philanthropy, business, community and organizations such as the Seattle Center Foundation to fund the ‘enhanced’ program for the</li> </ul>	<ul style="list-style-type: none"> <li>• City will have a defined role with SPS for input on planning and design of the new facility.</li> <li>• The MOU will establish the terms for the City’s exercise of the lease option and the terms of the lease for the ‘enhanced’ program. The Parties generally agree that before the City exercises its lease option, the City will provide a plan for securing funding needed to complete the ‘enhanced’ program for the stadium project beyond SPS’s basic program requirements.</li> <li>• If the City exercises its lease option, the City will be responsible for operating and maintenance costs once the new stadium is built.</li> <li>• If a lease agreement and funding plan are not completed by EOY 2025, City’s option may be extended by mutual agreement.</li> <li>• City will support SPS use of the new facility consistent with its current use for SPS events.</li> <li>• If City exercises the option, it has the right to extend the lease for as long as a stadium is operating on the site, allowing for temporary closures for major construction or exigent circumstances.</li> </ul>

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<p>stadium. The City or its designee will operate and maintain the new stadium, with practices aligned with those of the longstanding SPS/City agreement for joint use of parks and school facilities, and the City will provide SPS with annual revenue to replace its net revenue from the parking lot.</p> <ul style="list-style-type: none"> <li>• The MOU will set out the framework for an operating agreement that specifies detailed terms including, but not limited to the following: <ul style="list-style-type: none"> <li>○ Provisions for SPS’s access to the stadium for SPS events.</li> <li>○ Dedication of revenues generated by the stadium to replace SPS’s net revenue from the parking lot, and to cover the City’s costs to operate the new stadium, including any financing costs to improve the stadium.</li> <li>○ A method for the Parties to share any revenues in excess of these costs.</li> </ul> </li> </ul>	
<b>Battery Street Tunnel Site</b>	
<ul style="list-style-type: none"> <li>• If the stadium basic program is included in the BTA V levy and approved by voters, the City will provide SPS with an option to enter into a long-term lease of the Battery Street Tunnel (BST) site in order to develop a school facility with community park space (“school/park project”).</li> <li>• That option will begin on the effective date of the MOU, and last until July 31, 2031, unless an extension is agreed to by the City and SPS. This will allow SPS time to decide whether to include funds for the school/park project via the standard</li> </ul>	<ul style="list-style-type: none"> <li>• The City will be responsible for making the SCL property at Battery and Western available as part of the school site.</li> <li>• The City will be responsible for helping ensure WSDOT’s contractor completes site improvements, returns site to City in conditions consistent with plans and specifications that SPS has reviewed.</li> <li>• The City will maintain the site during the period of the option at its own expense.</li> </ul>

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<p>2031 Building Excellence Capital (BEX) VII levy development process, and if funded in the levy, to develop a separate MOU and a long-term lease agreement with the City.</p> <ul style="list-style-type: none"> <li>• If SPS exercises its option for the property and funding for the school/park project is approved by voters on a future levy, the City will grant SPS a long-term lease for the BST site for the sole purpose of constructing a school and park space. The lease of this site, and lease to the City of Memorial Stadium, shall be the same length (anticipated to be 50 years or more).</li> <li>• The partners agree that two years prior to the expiration of these leases, they will jointly evaluate and assess operations under the terms of the lease, decide whether a lease renewal is appropriate, and if so, execute a lease renewal based on the assessment.</li> <li>• If SPS does not exercise its option for the property or funding for the school/park project is not approved by voters on a future levy, the option will expire, and the City will make other decisions about the property's use.</li> <li>• SPS will fund BST school project design including a park space consistent with SPS's preliminary concepts (Battery Street K-8 School and Park, Bassetti Architects, Seattle Public Schools, November 9, 2019).</li> </ul>	

## **PROPOSED TIMELINE**

### **2021**

- September – Mayor and Superintendent sign LOI.
- Fall – SPS conducts BTA V levy community outreach process
- November- SPS Board approves BTA levy package to send to the ballot

### **2022**

- February - Public vote on the BTA V levy
- IF approved, joint design process begins for the replacement stadium
- MOU negotiations

### **2023**

- January – MOU negotiations complete
- Q1 - SPS Board and City Council review and approve MOU
- Stadium design and permitting advances