



SEATTLE CITY COUNCIL

Legislative Summary

CB 119549

Record No.: CB 119549

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125868

In Control: City Clerk

File Created: 06/07/2019

Final Action: 07/26/2019

Title: AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an amendment to the facility use agreement with Force 10 Hoops, LLC, authorized by Ordinance 125323 for use and occupancy of KeyArena for playing of professional women's basketball games; making findings of fact about the value provided by professional women's basketball in Seattle; amending the relocation payment structure in the agreement; and exempting the amendment from the requirements of Chapter 20.47 of the Seattle Municipal Code.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Harrell

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att A – Seattle Storm KeyArena Facility Use Agreement Amendment No. 1

Drafter: adam.schaefer@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/11/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	06/11/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
1	Council President's Office	06/20/2019	sent for review	Select Committee on Civic Arenas			
	Action Text: The Council Bill (CB) was sent for review. to the Select Committee on Civic Arenas						
1	City Council	06/24/2019	referred	Select Committee on Civic Arenas			
	Action Text: The Council Bill (CB) was referred. to the Select Committee on Civic Arenas						

1 Select Committee on 07/15/2019 pass Pass
Civic Arenas

Action Text: The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 6 Chair Harrell, Chair Juarez, Member Bagshaw, Member González ,
Member Mosqueda, Member Pacheco

Opposed: 0

1 City Council 07/22/2019 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 8 Councilmember Bagshaw, Councilmember González , Council
President Harrell, Councilmember Herbold, Councilmember Mosqueda,
Councilmember O'Brien, Councilmember Pacheco, Councilmember
Sawant

Opposed: 0

1 City Clerk 07/25/2019 submitted for Mayor

Mayor's signature

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor

1 Mayor 07/26/2019 Signed

Action Text: The Ordinance (Ord) was Signed.

1 Mayor 07/26/2019 returned City Clerk

Action Text: The Ordinance (Ord) was returned. to the City Clerk

1 City Clerk 07/26/2019 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

CITY OF SEATTLE

ORDINANCE

125868

COUNCIL BILL

119549

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an amendment to the facility use agreement with Force 10 Hoops, LLC, authorized by Ordinance 125323 for use and occupancy of KeyArena for playing of professional women's basketball games; making findings of fact about the value provided by professional women's basketball in Seattle; amending the relocation payment structure in the agreement; and exempting the amendment from the requirements of Chapter 20.47 of the Seattle Municipal Code.

WHEREAS, Seattle has been home to the Women's National Basketball Association (WNBA) team the Seattle Storm ("Storm") since the Storm's inaugural season in 2000; and

WHEREAS, the Storm has consistently contributed to civic pride and community spirit; and

WHEREAS, the Storm provides a demonstrable expression of Seattle's commitment to both diversity and gender equity; and

WHEREAS, in recognition of the positive community impact of three-time WNBA champions the Storm, in 2018 the Seattle City Council adopted Resolution 31840, which designated a portion of vacated 2nd Avenue North on the Seattle Center campus as "Seattle Storm Way"; and

WHEREAS, in 2008, Force 10 Hoops, LLC ("F10H"), a locally owned company and the first all-female ownership group to win a professional sports title, purchased the Women's Basketball Club of Seattle and the Storm from the owners of the Seattle Supersonics; and

WHEREAS, on July 18, 2017, pursuant to Ordinance 125323, The City of Seattle ("City") and F10H executed a Facility Use Agreement ("Storm Agreement") for F10H's use and occupancy of portions of KeyArena ("Arena") for the presentation and broadcasting of all Storm home basketball games; and

1 WHEREAS, the Storm Agreement is intended to provide for the continuation of sustainable,
2 local ownership of the Storm and for the maximum use of the Arena both now and in the
3 future, while providing sufficient flexibility to allow the City to redevelop the Arena and
4 implement its Century 21 Plan; and

5 WHEREAS, redevelopment of the Arena is anticipated to be beneficial to both the Storm and the
6 City in the long term; and

7 WHEREAS, on September 25, 2018, pursuant to Ordinance 125669, the City entered into a
8 Development Agreement, Lease Agreement, and Seattle Center Integration Agreement
9 (“Transaction Documents”), with Seattle Arena Company for the design, construction,
10 lease, and operation of the Arena at Seattle Center; and

11 WHEREAS, the Transaction Documents affirm the value and importance of maintaining the
12 presence of a WNBA team in the Seattle region, and the Lease Agreement requires that
13 Seattle Arena Company assume the City’s rights and obligations pursuant to the Storm
14 Agreement no later than the opening of the redeveloped Arena; and

15 WHEREAS, when the Arena is closed due to redevelopment, the Storm Agreement requires the
16 Storm to play home games at another venue and provides that F10H shall receive
17 relocation payments for lost revenue and additional costs as compensation; and

18 WHEREAS, the City and F10H wish to modify the Storm Agreement to modify the terms and
19 conditions of such relocation payments to incentivize the Storm to play home games in
20 Seattle and to provide for sustainability of the Storm during the period of Arena closure;
21 NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council finds that women's professional basketball provides a valuable contribution to the civic pride and social and economic environment of Seattle; that women's professional basketball teams have a long history in Seattle and attract an ardent group of fans; and that Seattle benefits from having the home court of the women's professional basketball team Seattle Storm ("Storm") at Seattle Center.

Section 2. The City Council finds that an agreement that allows for continued sustainable local ownership of the Storm provides a significant benefit to Seattle because it ensures that after construction is complete, the renovated arena at Seattle Center will continue to be a venue for the playing and viewing of professional women's basketball, which in turn enhances the value of the facility and supports the vitality of Seattle Center as a place to delight and inspire the human spirit.

Section 3. To provide for sustainable local ownership of the Storm during the renovation of the arena at Seattle Center and to encourage home games to be played in Seattle to the maximum extent feasible, the City Council finds it is necessary and desirable to amend and restructure the relocation payments payable under the Facility Use Agreement between The City of Seattle ("City") and Force 10 Hoops, LLC authorized by Ordinance 125323 (the "Storm Agreement").

Section 4. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director or the Director's designee is authorized to execute for and on behalf of the City an amendment to the Storm Agreement with Force 10 Hoops, LLC, substantially in the form of the agreement attached hereto as Attachment A and identified as "Amendment No. 1

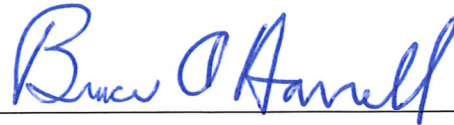
1 to the Facility Use Agreement between The City of Seattle and Force 10 Hoops, LLC for the Use
2 of KeyArena for Professional Women's Basketball" ("Amendment No. 1").

3 Section 5. The City Council finds that the benefits outlined in Sections 1 and 2 of this
4 ordinance and F10H's obligations under the Master Agreement provide sufficient and fair value
5 to the City and are consistent with the principles of Seattle Municipal Code Chapter 20.47.

6 Additionally, the City Council finds that the requirements of Seattle Municipal Code Chapter
7 20.47 are not applicable to the relocation payments under Amendment No. 1. For the avoidance
8 of doubt, the City Council exempts Amendment No. 1 from the requirements of Seattle
9 Municipal Code Chapter 20.47.

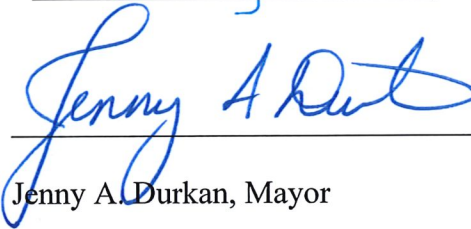
Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 22nd day of July, 2019,
and signed by me in open session in authentication of its passage this 22nd day of
July, 2019.

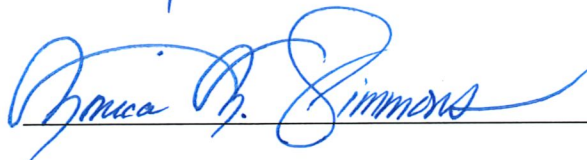


President _____ of the City Council

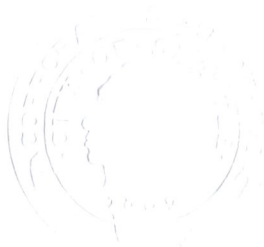
Approved by me this 26th day of July, 2019.


Jenny A. Durkan, Mayor

Filed by me this 26th day of JULY, 2019.


Monica Martinez Simmons, City Clerk

(Seal)



Attachments:

Attachment A - Amendment No. 1 to the Facility Use Agreement between The City of Seattle and Force 10 Hoops, LLC for the Use of KeyArena for Professional Women's Basketball

**AMENDMENT NO. 1
TO THE
FACILITY USE AGREEMENT BETWEEN
THE CITY OF SEATTLE
AND
FORCE 10 HOOPS, LLC
FOR THE USE OF KEYARENA
FOR PROFESSIONAL WOMEN'S BASKETBALL**

This First Amendment to the Facility Use Agreement ("Amendment No. 1") is made and entered into by and between THE CITY OF SEATTLE ("City"), a Washington municipal corporation, acting by and through its Seattle Center Director ("Director"), and FORCE 10 HOOPS ("F10H"), a Washington limited liability company. The City and F10H are sometimes referred to individually as a "Party" and collectively as "the Parties".

WHEREAS, F10H is the owner and operator of the Women's National Basketball Association team the "Storm"; and

WHEREAS, City is the owner and operator of the Seattle Center, which includes a civic arena formerly known as KeyArena; and

WHEREAS, on July 18, 2017, as authorized by Ordinance No. 125323, the City and F10H executed the Facility Use Agreement for the Use of KeyArena for Professional Women's Basketball (the "Agreement") providing for the use and occupancy of portions of KeyArena for the presentation and broadcasting of all Storm home basketball games; and

WHEREAS, as acknowledged in the recitals of the Agreement, the Parties entered into the Agreement with a mutual desire to provide for the continuation of sustainable, local ownership of the Storm and for the maximum use of KeyArena both now and in the future while providing sufficient flexibility to allow the City to redevelop KeyArena and implement its Century 21 Plan; and

WHEREAS, as acknowledged in the Agreement, both Parties anticipate redevelopment of KeyArena to be beneficial to both Parties in the long term, and both Parties share the goal of the successful long-term presence of F10H at Seattle Center; and

WHEREAS, on September 25, 2018, as authorized by Ordinance No. 125669, the City entered into a Development Agreement, Lease Agreement and Seattle Center Integration Agreement (the "Transaction Documents"), with Seattle Arena Company ("ArenaCo") for the design, renovation, lease and operation of KeyArena as the new Arena at Seattle Center ("Arena"); and

WHEREAS, the Transaction Documents affirm the value and importance of maintaining the presence of a WNBA team in the Seattle region, and accordingly include provisions to provide for F10H's future use of the new Arena for Storm home games; and

WHEREAS, the City has exercised the right under Section XXVII.D of the Agreement to close KeyArena and require the Storm to play home games at another venue, and as a result F10H shall be entitled receive relocation payments for lost revenue and additional costs; and

WHEREAS, the Parties desire to modify the structure of relocation payments to encourage and incentivize the Storm to play home games at venues located in Seattle, to the maximum extent possible;

NOW, THEREFORE, in consideration of the covenants, promises and performance hereinafter described, the City and the F10H covenant and agree as follows:

- A. Effective Date. This Amendment No. 1 is effective upon execution by both the City and F10H.
- B. Subsection XXVII D.3 of the Agreement is deleted in its entirety and replaced with the following:

3. Relocation for the 2019 and 2020 Seasons

F10H acknowledges that the City provided timely notice that the Premises will be unavailable for the 2019 and 2020 WNBA Seasons due to Redevelopment of KeyArena. The City is working collaboratively with F10H to help secure an alternative venue(s) for the Home Game dates in 2019 and 2020 for which KeyArena will be unavailable. For the 2019 and 2020 WNBA seasons the City shall pay F10H the following amounts:

- a) Per Season: One hundred percent (100%) of F10H's Additional Costs (if any), and one hundred percent (100%) of Lost Revenue (if any), up to a total combined amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), plus seventy-five percent (75%) of F10H's Additional Costs and seventy-five percent (75%) of F10H's Lost Revenue which exceed the total combined amount of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) (if any) up to a maximum total payment Two Million Six Hundred Thousand Dollars (\$2,600,000) per season; and
- b) Per Playoff Home Game: In addition to the per season relocation payment, Fifty Thousand Dollars (\$50,000) per playoff Home Game played during rounds 1 and 2 and Sixty Thousand Dollars (\$60,000) per playoff Home Game played during rounds 3 and 4.
- c) Supplemental Payments for Playoff Home Games: In the event there is one or more playoff Homes Game(s) in any season for which the maximum total relocation payment of

Two Million Six Hundred Thousand Dollars has not been reached, then in addition to the per game amount under Subsection XXVII.D.3(b), F10H shall be entitled to payment as follows: for rounds 1 and 2 playoff Home Games, One Hundred percent (100%) of F10H's Additional Costs and Lost Revenue compared to the Average Cost per Season and Lost Revenue per season each divided by the Average Number of Games per Season in excess of Fifty Thousand Dollars (\$50,000) up to a total of One Hundred Thirty Thousand Dollars (\$130,000) per playoff Home Game plus Seventy-Five percent (75%) of F10H's Additional Costs and Lost Revenue in excess of One Hundred Thirty Thousand Dollars (\$130,000) per playoff Home Game up to a total of Two Hundred Sixty Thousand (\$260,000) per playoff Home Game; for rounds 3 and 4 playoff games One Hundred percent (100%) of F10H's Additional Playoff Costs and Lost Playoff Revenue in excess of Sixty Thousand Dollars (\$60,000) and up to a total of One Hundred Forty (\$140,000) per playoff Home Game plus Seventy-Five percent (75%) of F10H's Additional Playoff Costs and Lost Playoff Revenue in excess of One Hundred Forty Thousand Dollars (\$140,000) per playoff Home Game up to a total of Two Hundred Sixty Thousand (\$260,000) per playoff Home Game. The Average Number of Games per Season shall be calculated by adding the number of regular season and post-season Home Games during the four immediately preceding seasons and dividing that amount by four; provided that any season before 2016 shall not be used for purposes of averaging, and the number of seasons included in calculating the Average Number of Games per Season shall be reduced as necessary to exclude seasons prior to 2016. When and if the maximum Two Million Six Hundred Thousand Dollars (\$2,600,000) per season is reached, payment of Additional Costs and Additional Playoff Costs and Lost Revenue and Lost Playoff Revenue for such season shall cease.

d) For purposes of this Subsection XXVII D. 3. only,

"Additional Playoff Costs" means the reasonable, necessary and actual Direct Costs incurred by F10H for playing third or fourth round playoff game(s) at a venue other than KeyArena minus the 2018 Average Playoff Cost incurred by F10H for playing third or fourth round playoff game(s) at KeyArena. "Direct Costs" include all license fees charges by the alternate venue; transportation costs for floor and team equipment; locker room and training facility set up costs; any other charges incurred at the alternate facility for services which are included in the License Fee for KeyArena, including but not limited to IT / Broadcast set-up fees; advertising to the public for change in venue; fees to create new signage, game graphics, seat maps or any other written material typically used for Home Games. Direct Costs shall not include F10H's general operating costs and costs which would reasonably be incurred regardless of the venue. The "Average Playoff Cost" of playoff games played at KeyArena shall be calculated on the 2018 season game basis with distinction between the third and fourth round playoff games as follows:

Average Playoff Cost per game: The average cost of a single KeyArena playoff Game for round three and four Playoff Games shall be calculated by adding F10H's total actual costs incurred respectively, for the three 2018 third round games and dividing that amount by

three for the third round games, and for the two 2018 fourth round playoff games and dividing that amount by two for the fourth round games.

“Lost Playoff Revenue” means the amount by which that portion of F10H’s average per Home Game Revenue received from the three 2018 third round playoff Home Games or the two 2018 fourth round playoff Home Games at KeyArena exceeds the amount of per Home Game Revenue received by F10H from playing the same round of playoff Home Game(s) at a venue other than KeyArena. Lost Playoff Revenue for the third and fourth round games shall be calculated on a per game basis by using the same averaging methodology used for calculating the Average Playoff Cost.

e) For purposes of calculating relocation payments in 2019 and 2020 only, this Subsection (e) supersedes Section XXVII.D.5. The sum of the City’s per season and supplemental play-off relocation payments to F10H under Subsections XXVII.D.3(a) and XXVII.D.3(c) of this Amendment No. 1 shall under no circumstances exceed Two Million Six Hundred Thousand Dollars (\$2,600,000.00) per season.

C. Unless otherwise defined in this Amendment No. 1, all capitalized terms shall have the same meaning as given in the Agreement. After the effective date of this Amendment No. 1, all references to the “Agreement” shall mean the Agreement and this Amendment No. 1. All provisions of the Agreement that have not been modified by this Amendment No. 1 shall remain in full force and effect. This Amendment No. 1 only applies to the calculation of relocation payments for the 2019 and 2020 WNBA seasons.

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

FORCE 10 HOOPS, LLC

THE CITY OF SEATTLE

By: _____
Ginny Gilder
Force 10 Hoops Owner

By: _____
Robert Nellams
Seattle Center Director

STATE OF WASHINGTON)
)ss. Acknowledgement for F10H
COUNTY OF KING)

On this _____ day of _____, 2019, before me personally appeared Ginny Gilder, to me known to be the _____ of Force 10 Hoops, LLC, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and further that said officer has the authority to sign on behalf of said corporation.

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

(Signature)

(Print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My appointment expires _____.

)

)ss.

Acknowledgement for the City of Seattle

COUNTY OF KING

)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Nellams, to me known to be the Seattle Center Director, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of The City of Seattle, for the uses and purposes herein mentioned, and on oath stated that she authorized to execute said instrument.

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

(Signature)

(Print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at _____.

My appointment expires _____.

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Center	Marc Jones, 615-0228	William Chen, 733-7274

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an amendment to the facility use agreement with Force 10 Hoops, LLC, authorized by Ordinance 125323 for use and occupancy of KeyArena for playing of professional women’s basketball games; making findings of fact about the value provided by professional women’s basketball in Seattle; amending the relocation payment structure in the agreement; and exempting the amendment from the requirements of Chapter 20.47 of the Seattle Municipal Code.

Summary and background of the Legislation:

This legislation authorizes an amendment to the agreement with Force 10 Hoops, LLC (“F10H”) for the use of KeyArena for home games of the Seattle Storm (“Storm”) of the Women’s National Basketball Association (WNBA). The Agreement covers the 2018 through 2028 WNBA seasons. The amendment modifies the relocation obligations of F10H and the City due to the current redevelopment of KeyArena.

Background:

Women’s professional basketball has been played at Seattle Center since 1996, when the Seattle Reign team of the now-defunct American Basketball League (ABL) began their first season playing in the Mercer Arena.

In 2000, the Seattle Storm played their inaugural season in KeyArena.

A celebratory parade through the streets of Seattle provided an opportunity for Seattle to acknowledge the Storm’s 2018 WNBA championship, contributing to civic pride and fostering community spirit. The win also made the Storm a three-time WNBA champion. The Storm won the 2004 WNBA Championship in front of a sold out KeyArena crowd and again in 2010 with a clean 7-0 sweep of the playoffs.

In 2008, the Seattle City Council approved Resolution 31039 related to women’s professional basketball which provided guidance for negotiating terms for use of KeyArena at Seattle Center by F10H. The resolution affirmed the value of a locally owned, women’s professional basketball team to the social and economic environment of Seattle.

In 2009, Ordinance 122907 authorized execution of a ten-year facility use agreement for the playing of Storm home games at KeyArena and the provision of certain public benefits to the City and the public.

In 2017, Ordinance 125323 authorized execution of a new ten-year facility use agreement for the playing of Storm home games at KeyArena for the 2018 – 2028 seasons and terminated the 2009 agreement. The 2018 agreement anticipated the potential redevelopment of KeyArena, acknowledged the benefit of any such redevelopment to F10H and outlined the responsibilities and obligations of the City and the Storm to locate an alternative location(s) to play their games during any closure of KeyArena and payment of lost revenues and additional costs due to any relocation.

Recognizing the value and importance of a WNBA team to the region, and the demonstrable expression they provide of Seattle's commitment to both diversity and gender equity, the series of agreements the City executed in 2018 with Seattle Arena Company, LLC regarding design, development construction and operation of a new redeveloped Arena at Seattle Center included a requirement that Seattle Arena Company would assume the City's rights and obligations pursuant to the Facility Use Agreement with F10H.

The agreements with Seattle Arena Company also obligate the City to pay the Storm's relocation costs for the 2019 and 2020 basketball seasons and Seattle Arena Company to offer the Storm dates in the new Arena for the 2021 basketball season.

When the agreement with the Storm was completed, there was much uncertainty about 1) whether KeyArena would be redeveloped, 2) when it would occur and 3) where the Storm would be able to play games during any redevelopment project. The City would prefer to have the Storm play their games in Seattle if space is available and it is economically feasible.

Due to the cooperative efforts of a number of organizations, the Storm's 2019 regular season games will be played at Angel of the Winds Arena in Everett (5 games) and Alaska Airlines Arena in Seattle (12 games). No location has been secured for potential playoff games yet. Operating costs for use of both facilities have also been determined and unfortunately it is more costly for the Storm to play their games in Seattle and there is less date availability.

The location of the 2020 season games has yet to be determined.

To incentivize the Storm to play their games in Seattle in spite of the increased costs, the proposed amendment restructures the payment formulas to eliminate the difference between the Storm's recovery of lost revenues and additional costs, combining and treating both additional costs and lost revenues the same while maintaining the aggregate cap on costs for the City.

No changes have been made to the relocation payments for the 2021 or later season or playoff games.

The following table provides details on the revisions to the payments:

	Original Agreement	Original Agreement	First Amendment
Time Relocated	Additional Cost Payment	Lost Revenue Payment	Additional Cost and Lost Revenue
2019 and 2020 season	Capped at \$600,000 per season: 100% of costs up to \$500,000; 80% of costs above \$500,000.	Capped at \$2,000,000 per season: 100% of lost revenue up to \$850,000; 65% of lost advertising revenue and 50% of non-advertising revenue above \$850,000.	Capped at \$2,600,000 per season: 100% of costs and lost revenue up to \$1,350,000; 75% of costs and lost revenue above \$1,350,000.
2019 and 2020 season Playoffs	Total of \$50,000/game for rounds 1 and 2, \$60,000/game for rounds 3 and 4, with no distinction for costs and revenue		\$50,000/game rounds 1 and 2, \$60,000/game rounds 3 and 4 plus, 100% of additional costs and revenue up to \$130k for rounds 1 and 2 and up to \$140k for rounds 3 and 4, plus 75% of additional costs and revenue above those amounts up to a total \$260k/game with the additional costs and revenue being paid only to the extent available funds remain within the \$2.6M season cap.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Is there financial cost or other impacts of *not* implementing the legislation?

The impact of not implementing the legislation is an increased possibility that the Storm will play their 2020 season and playoff games outside Seattle.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No.
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- e. **Does this legislation affect a piece of property?**
No.
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**
The public benefits required under this agreement, including a ticket pricing structure that ensures a broad cross-section of the community can attend Storm games and provides for 1,000 free tickets per season to be given to local non-profits for children who might not otherwise be able to attend a game, and which the Storm will continue to provide, will most likely not accrue to Seattle's citizens if the games are not in Seattle.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**
This legislation does not include a new initiative or a major programmatic expansion.

List attachments/exhibits below: NA

STATE OF WASHINGTON -- KING COUNTY

--SS.

376763

No. 125866,867,868,869,870

CITY OF SEATTLE, CLERKS OFFICE

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.

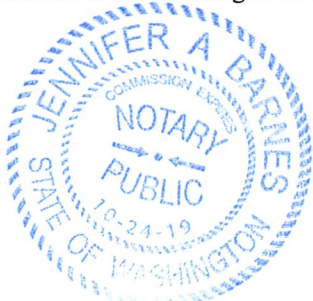
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT: TITLE ONLY ORDINANCES

was published on

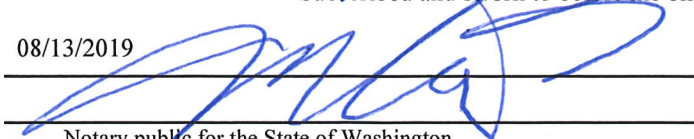
08/13/19

The amount of the fee charged for the foregoing publication is the sum of \$138.00.




Subscribed and sworn to before me on

08/13/2019


Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on July 22, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125866

Council Bill 119580

AN ORDINANCE appropriating money to pay certain audited claims for the week of July 7, 2019 through July 12, 2019 and ordering the payment thereof.

Ordinance 125867

Council Bill 119566

AN ORDINANCE relating to Broad Street; transferring jurisdiction over the portion of Broad Street between Thomas Street and Taylor Avenue North from the Seattle Department of Transportation to the Seattle Center Department for purposes of constructing, operating, and maintaining a public skate plaza.

Ordinance 125868

Council Bill 119549

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute an amendment to the facility use agreement with Force 10 Hoops, LLC, authorized by Ordinance 125323 for use and occupancy of KeyArena for playing of professional women's basketball games; making findings of fact about the value provided by professional women's basketball in Seattle; amending the relocation payment structure in the agreement; and exempting the amendment from the requirements of Chapter 20.47 of the Seattle Municipal Code.

Ordinance 125869

Council Bill 119543

AN ORDINANCE relating to land use and zoning; amending Seattle Municipal Code (SMC) Sections 23.55.002, 23.55.003, 23.55.005, and 23.84A.036; and adding new SMC Sections 23.55.052, 23.55.054, 23.55.056, 23.55.057, 23.55.058, and 23.55.060; to establish a sign overlay district and sign regulations for the Seattle Center, including regulations for subareas containing the Seattle Center Arena and the Bressi Garage block.

Ordinance 125870

Council Bill 119569

AN ORDINANCE granting a utility easement of surface and subsurface rights to King County, through its Department of Natural Resources and Parks, Wastewater Treatment Division ("King County"), to maintain an underground overflow pipeline and channel for the King County-owned reservoir within Discovery Park, which serves the regional wastewater facility, to meet federal guidelines for a potable water supply separation in the event of an emergency shutdown and backup of the incoming water supply.

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