

May 23, 2025

MEMORANDUM

To: Parks, Public Utilities, and Technology Committee
From: Brian Goodnight, Analyst
Subject: CB 120982: Memorial Stadium Redevelopment

On May 28, 2025, the Parks, Public Utilities, and Technology Committee (Committee) will continue discussion of, and possibly vote on, [Council Bill \(CB\) 120982](#) related to the redevelopment of Memorial Stadium. The bill would approve an interlocal agreement with Seattle School District No. 1 (more commonly known as Seattle Public Schools, or SPS) and a development agreement with Memorial Stadium Redevelopment LLC (MSR).

Seattle Center and a representative of MSR provided a presentation on the proposed legislation and agreements at the Committee's May 14, 2025, meeting. This memorandum provides background information, describes the redevelopment project's funding, summarizes the bill, highlights significant aspects of the proposed agreements, and describes next steps.

Background

Memorial Stadium is located in the northeast quadrant of the Seattle Center campus, east of the International Fountain and south of McCaw Hall. Although the stadium is integrated amongst City-owned property on the campus, the City deeded the land upon which Memorial Stadium sits to SPS in 1946 for one dollar, on the condition that SPS use the property for an athletic stadium. One year later, SPS opened the stadium and, in 1951, the Memorial Wall honoring Seattle high school students killed in World War II was dedicated outside of the east end of the stadium.

Memorial Stadium is currently a 12,000-seat stadium that hosts a variety of athletic and cultural events, including football, soccer, and the graduation ceremonies for many SPS high schools, but at almost 80 years old, the facility is past its useful life.

City and SPS Partnership

The City and SPS have entered into two previous agreements laying the groundwork for the current redevelopment project: a [2021 Letter of Intent \(LOI\)](#) and a [2022 Memorandum of Agreement \(MOA\)](#). Both of these agreements were initiated and signed by the Mayor without the review or concurrence of the Council.

In October 2021, the City and SPS entered into the LOI which contained an outline of basic principles to achieve the shared goals of replacing Memorial Stadium. The LOI stated that if funding for the stadium was included in SPS's 2022 capital levy and was approved by voters, the City and SPS would negotiate future agreements to advance a new facility.

In November 2022, the City and SPS entered in an MOA stating the parties' desire to jointly seek a private development partner to redevelop Memorial Stadium, including that the private developer would contribute a substantial investment into the facility and would become the facility's operator.

Prior Council Actions

Over the last two years, the Council has passed three pieces of legislation related to the redevelopment of Memorial Stadium (excluding the typical budget bills).

- [Resolution 32092](#) (May 2023) – Endorsed the vision and purpose of redeveloping Memorial Stadium, acknowledged the work and collaboration that had occurred with SPS to date, and requested additional community engagement to refine the project's design and programming.
- [Resolution 32110](#) (September 2023) – Encouraged the project team to advance discussions on a public-private partnership with the One Roof Partnership (see below for information on the Request for Proposals process), reaffirmed the Council's intent to identify additional City funding, and requested the Executive to develop the necessary agreements.
- [Ordinance 127125](#) (November 2024) – Authorized the Director of Finance to make an interfund loan to allow Seattle Center to make expenditures in support of the redevelopment project before bonds proceeds are available. (See the Project Funding section for additional details on the City's funding contribution.)

Request for Proposals and Selection Process

In March 2023, the City and SPS jointly issued a [Request for Proposals \(RFP\)](#)¹ seeking a private partner interested in "investing in, redeveloping, operating, and maintaining a new financially sustainable Memorial Stadium as a state-of-the-art multi-purpose sports, educational, and entertainment stadium at Seattle Center." The RFP elicited two responses, one of which was submitted by the One Roof Partnership, a consortium of the One Roof Foundation, the Seattle Kraken, and the Oak View Group.

The RFP responses were evaluated by an advisory panel of City and SPS staff, subject matter experts, and community stakeholders. In June 2023, the panel issued its recommendation and shortly thereafter the Mayor and SPS Superintendent determined that the One Roof Partnership would advance to the agreement negotiation process.

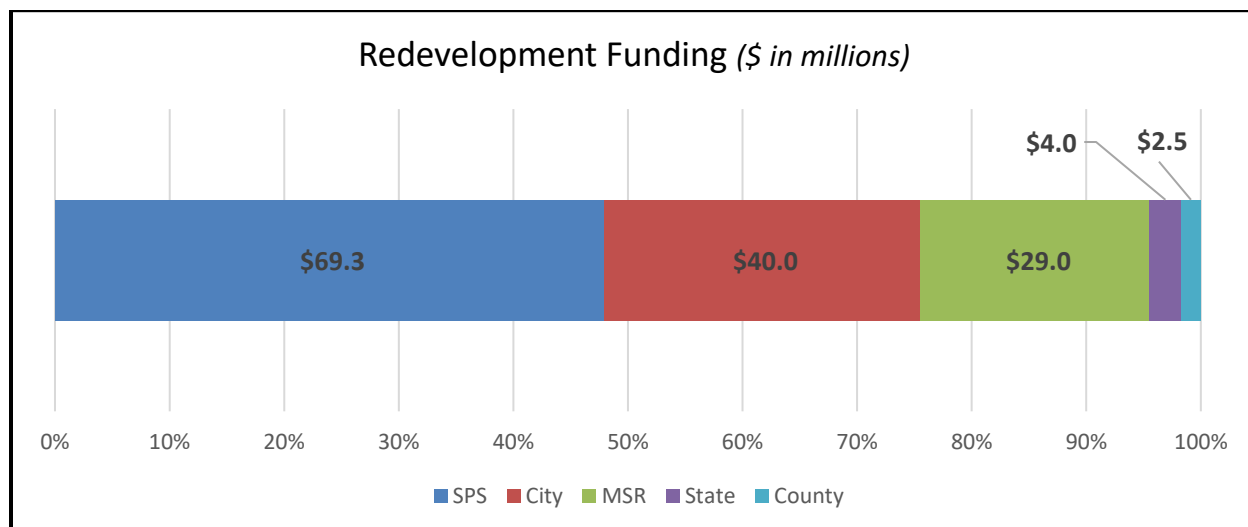
Subsequently, the partners of the One Roof Partnership established a new entity, the Memorial Stadium Redevelopment LLC (MSR), to execute the non-commercial vision for the project. The agreements being considered via CB 120982 are the products of the negotiation process. Those agreements, and the remainder of this memorandum, will refer to MSR as the private development partner, rather than the One Roof Partnership.

¹ [RFP Exhibits 1-12](#)

Project Funding

The project is proposed to be funded through five distinct sources:

Chart 1: Memorial Stadium Redevelopment Funding



1. **SPS** – In February 2022, Seattle voters approved SPS’s capital property tax levy² which included \$66.5 million of funding for the replacement of Memorial Stadium, including the replacement of the grandstands, synthetic turf, and upgrades to the field lighting. SPS is also contributing an additional \$2.8 million from its capital budget.
2. **City** – A City funding commitment for Memorial Stadium was first approved as part of the 2023 Adopted Budget and the 2023–2028 Adopted Capital Improvement Program (CIP). The budget included \$21 million of cash and debt for the project, and the Council also approved a Statement of Legislative Intent (SLI) ([CEN-602-A-002-2023](#)) requesting a report from Seattle Center and stating the Council’s intent to work to identify additional funding for a total City contribution of \$40 million. The 2024–2029 Adopted CIP maintained \$21 million in project resources but included an additional \$19 million in unsecured funding for the project in 2026.

The 2025-2030 Adopted CIP, adopted in November 2024, includes \$40 million for the redevelopment project. In 2025, the City is utilizing an interfund loan to provide \$9 million of appropriation authority for the project. The interfund loan will be repaid, with interest, with proceeds from the sale of Limited Tax General Obligation (LTGO) bonds in 2026. The CIP also includes \$29 million in additional LTGO-backed resources in 2027 which, when combined with previously committed funds, brings the total project funding to \$40 million. The CIP estimates the debt service on the LTGO bonds to total approximately \$3.6 million per year, slated to be repaid with Real Estate Excise Tax (REET) I funds.

² The Buildings, Technology and Academics/Athletics V Capital Levy (BTA V) Levy is expected to raise \$783 million over six years. For additional levy details see: <https://www.seattleschools.org/about/levy/2022-capital-levy/>.

3. MSR – The proposed Development Agreement specifies that MSR is responsible for fundraising a minimum of \$28.95 million from sources other than the City and SPS. According to information provided by MSR, they have already received commitments in excess of this fundraising minimum.
4. Washington State – The City has been awarded a \$3.95 million grant from the Washington State Department of Commerce for the project.
5. King County Parks Levy – In April 2025, the King County Council approved [Ordinance 19922](#) submitting a ballot proposition to King County voters, in conjunction with the primary election to be held in August 2025, to renew the King County Parks Levy. The King County Council also passed a companion motion, [Motion 16797](#), specifying the operations, projects, and programs that are intended to be funded by the levy proceeds, if approved by voters. Included in the funding plan is a \$2.5 million allocation to contribute to the redevelopment of Memorial Stadium.

Bill Summary

To proceed with Memorial Stadium redevelopment, CB 120982 would authorize the Mayor or his designee to execute two agreements: an Interlocal Agreement (ILA) with SPS, attached to the bill as [Attachment 1](#), and a Development Agreement with MSR, attached to the bill as [Attachment 2](#). A more detailed summary of each agreement is provided later in this memorandum.

The bill would also authorize the Seattle Center Director and the City Budget Director to negotiate a three-party Operating and Maintenance (O&M) Agreement with SPS and MSR under general terms established in the bill, and it would authorize the agreement to be signed by the Mayor without future Council review or action. Section 3 of the bill states that the negotiated O&M Agreement will have MSR operate and maintain the new Memorial Stadium without a management fee for a term of five years, and the agreement must be consistent with the material terms outlined in [Exhibit J](#) to the Development Agreement.

If the parties desire the operating and maintenance arrangement to extend beyond five years, Exhibit J specifies that those extensions are subject to Council authorization. Additionally, the bill states that the O&M Agreement shall not result in unreimbursed costs to the City for maintenance of the perimeter areas (defined in the Development Agreement) or other areas of the project that are not exclusively used and occupied by the City, unless the costs are authorized by the Council.

Lastly, the bill authorizes the Seattle Center Director to amend existing easement agreements with SPS for areas of Seattle Center that are part of the development site, and to negotiate a mutual and offsetting benefit lease providing for the City's use and occupancy of the shop/warehouse space portion of the redevelopment project. The easements and lease will require future approval by the Council.

Proposed Interlocal Agreement Highlights

The proposed ILA with SPS would confirm the parties' shared commitment to the redevelopment project, establish roles and responsibilities, and affirm the parties' commitment to provide for the long-term maintenance and operation of the redeveloped stadium.

Although the City and SPS have jointly negotiated the Development Agreement with MSR, the ILA calls for the City to act as the contracting entity and administrator of the agreement's requirements during construction. Certain provisions of the agreement require review and concurrence from SPS, including written concurrence before the City is able to issue final acceptance of the project. Upon completion of the project, SPS will continue to own the stadium, and the City will own all of the fixtures, furniture, and equipment in the shop/warehouse space. The ILA also contemplates future property agreements that are expected to include granting the City the right to use the full Memorial Stadium facility and field for community events no less than eight days per year, and for use of the operational space/back of house for 40 days per year.

Consistent with the authorization provided in CB 120982 for the Executive to negotiate and execute an O&M Agreement with SPS and MSR, the ILA states that the City and SPS agree to commit the staffing resources necessary to negotiate in good faith with MSR on the O&M Agreement. Additionally, prior to the completion of the initial term of the O&M Agreement, SPS and the City agree to work with MSR to explore the establishment of a City-chartered public corporation, a public facilities district, and interlocal agreement, or creation of a non-profit operator as a strategy for addressing the new Memorial Stadium's long-term operations, capital replacement needs, and financial sustainability.

Attachment 1 to this memorandum provides additional detail on selected elements of the proposed ILA.

Proposed Development Agreement Highlights

The proposed Development Agreement with MSR enables the development phase of the project and establishes the terms and conditions that would apply following completion. The Development Agreement defines the minimum scope for the project as a new stadium with capacity for 8,000 attendees (6,500 seated and 1,500 accommodated by the west berm, concourses, and pavilions). The minimum scope³ also includes:

- Covered stands on two sides
- Restoration of the Memorial Wall
- Four approximately equal-sized locker rooms
- Synthetic turf playing field with cork infill
- Expanded open space

³ The full project description and minimum scope can be found in Section 2.1 of the Development Agreement.

- Improvement and plans for site circulation and access, including improvement of a pedestrian access route between Republican St. and Harrison St.
- Stadium lights and audio and video systems
- Team training facilities
- Shop/warehouse space for Seattle Center's trade shops and event support

MSR will also undertake the replacement and upgrade of a sanitary sewer main owned by Seattle Public Utilities (SPU) that is located within the development site. The sewer replacement work will be funded entirely by SPU and the cost for that work is not included in the estimated project budget.

The Development Agreement states clearly that funding for the project provided by the City and SPS is capped and that the parties are not dedicating separate project contingency funds. MSR will provide any funds necessary to construct the project in excess of the City and SPS maximum funding amounts, regardless of whether the amount exceeds MSR's funding requirement.

In the agreement, the parties acknowledge that the City's Landmarks Preservation Board has designated the Memorial Wall as a landmark and a process is established for obtaining the proper approvals before development of the project. Similar to the ILA, the Development Agreement spells out the intention of the parties to enter into a five-year O&M Agreement and to explore alternative management strategies during that initial term. Lastly, the agreement contains provisions related to defaults and options for termination of the agreement and the relevant timelines to initiate those actions.

Attachment 2 to this memorandum provides additional detail on selected elements of the proposed Development Agreement.

Next Steps

The Committee is scheduled to discuss and possibly vote on CB 120982 at its meeting on May 28. If the Committee votes to recommend passage of the bill at that time, the City Council could consider the legislation at its meeting on June 3, at the earliest. The Executive is requesting City Council action on June 3 to align with the anticipated consideration by the SPS Board of Directors on June 4.

Attachments:

1. Interlocal Agreement Highlights
2. Development Agreement Highlights

cc: Ben Noble, Director
Calvin Chow, Lead Analyst

Attachment 1: Interlocal Agreement Highlights

Sec.	Pg.	Description
Development Agreement Administrator		
3.1	6	The City and SPS have jointly negotiated the development agreement with MSR, and SPS has designated the City to act as the contracting entity and administrator. Specifies which development agreement provisions require SPS review and concurrence (e.g., final project budget) and which provisions require the concurrence of SPS (e.g., termination).
Project Scope		
4.1.A	10	See Section 2.1.A of the Development Agreement.
Project Funding		
5.1	12	Refers to Article IV of the Development Agreement. States that it is understood that SPS and the City shall have no funding obligations to the project other than those outlined in the ILA and the Development Agreement.
Memorial Wall		
6.3	13	Refers to Section 5.3 of the Development Agreement for addressing the process for preserving landmarked features of the Memorial Wall.
Community Engagement		
6.4	14	SPS is responsible for carrying out community engagement activities outlined in Section 5.4 of the Development Agreement.
Cooperation During Construction		
7.2	14	The City shall administer the Development Agreement requirements during construction of the project, including monitoring compliance with Social Equity Requirements and administering the SPS Student and Community Workforce Agreement.
Final Acceptance		
8.1	15	Prior to issuance notice of final acceptance of the project, the City will obtain the written concurrence of the relevant SPS representative.
Ownership of Project Improvements		
8.2	15	Upon project completion, SPS will own the stadium and the City will own all fixtures, furniture, and equipment in the shop/warehouse space.
Property Agreements		
8.3	15	No later than final acceptance of the project, the City and SPS shall enter into one or more agreements to provide for reciprocal property rights. These agreements are expected to include granting the City the right to use the full Memorial Stadium facility and field for community events no less than eight days per year, and for use of the operational space/back of house 40 days per year.

Attachment 1: Interlocal Agreement Highlights

Sec.	Pg.	Description
Operation of Memorial Stadium		
11.1	18	States as a fundamental purpose of the ILA that SPS and the City provide for sustainable maintenance, operation, and ongoing capital needs of the new Memorial Stadium for the duration of its useful life. SPS and the City agree to commit the staff resources necessary to negotiate in good faith with MSR on an O&M Agreement.
Parties to Consider Public Entity		
11.2	18	Prior to the completion of the initial term of the O&M Agreement, SPS and the City agree to work with MSR to explore the establishment of a City-chartered public corporation, a public facilities district, and interlocal agreement, or creation of a non-profit operator as a strategy for addressing the new Memorial Stadium's long-term operations, capital replacement needs, and financial sustainability.
Termination of Development Agreement		
14.2	21	If the Development Agreement is terminated prior to the notice to proceed with construction, the City and SPS will each bear its own costs and will explore other options for stadium redevelopment. If the termination occurs after notice to proceed, the City has the option, but not the obligation, to complete the project after providing written notice to SPS. If the City does not exercise its right to complete the project, SPS may choose to complete it.

Attachment 2: Development Agreement Highlights

Sec.	Pg.	Description
Project Description – Minimum Scope		
2.1.A	10	<p>The minimum required scope includes:</p> <ul style="list-style-type: none"> • New stadium with capacity for 8,000 attendees (6,500 seated; 1,500 on west berm seating, concourses, and pavilions) and covered stands on two sides • Synthetic turf playing field with cork infill • Stadium lights, and audio and video systems • Expanded open space and landscaping • Restoration of Memorial Wall • Shop/warehouse space to house Seattle Center’s trade shops, event support, and building and grounds laborers • Other specifications, such as: four approximately equal-sized locker rooms, ticket booths, team training facilities, officials’ and coaches’ space, concessions areas, restrooms, Title IX compliant accommodations, first aid and guest services, press box, loading and staging area, and stadium storage
Sanitary Sewer Replacement		
2.1.A.b	10	<p>Project includes replacement and upgrade of a sanitary sewer main owned by Seattle Public Utilities (SPU) that is located within the development site. The sewer replacement work will be funded entirely by SPU.</p>
Cap on SPS and City Funding; Contingencies		
2.3.B	11	<p>MSR acknowledging that the City and SPS funding for project (described in Article IV) is capped and inclusive of all project costs, and that the parties are not dedicating separate project contingency funds.</p>
MSR Roles and Responsibilities		
3.1	12	<p>MSR is responsible for permitting, design, managing its construction contracts, and ensuring that all of the work is completed in a professional and skilled manner. MSR is also responsible for conducting a fundraising campaign to secure binding commitments for a minimum of \$28.95 million from sources other than SPS and the City. Donor funds shall be deposited with the Seattle Center Foundation or another qualified nonprofit organization.</p>
City Roles and Responsibilities		
3.2	13	<p>The City is responsible for managing and administering the Development Agreement for the benefit of SPS and the City and securing all necessary reviews and approvals. The City will also form an interdepartmental team to coordinate with MSR on permitting, will administer the disbursement of SPS and City funds, will monitor compliance with the Social Equity Requirements and administer the SPS Student and Community Workforce Agreement, and will serve as the lead agency for environmental review.</p>

Attachment 2: Development Agreement Highlights

Sec.	Pg.	Description
City Funding Commitment		
4.2	16	The City's adopted CIP includes \$40 million of funding for the project, and the City has secured grant funds from the Washington State Department of Commerce for \$3.95 million, bringing the "City Maximum Funding" to \$43.95 million. The City will provide the maximum funding for the project, but will reserve \$3 million of that amount to cover City costs and expenses, including staffing and the City's 1% for Art program. Additionally, MSR will work with SPU to develop a price for the design and construction of the sewer replacement, and the parties will agree to a non-to-exceed amount for that work.
MSR Funding Commitment; Public Funding Capped		
4.3	17	MSR will provide the funds necessary to construct the project that exceeds the SPS and City maximum funding amounts, regardless of whether such amount exceeds the MSR funding requirement.
Limitation on Use of City and SPS Funds		
4.7	19	None of the City or SPS funds may be used for: any purpose unrelated to the project, MSR's general or central overhead costs, MSR's staff costs, costs related to other projects or master planning, MSR's fundraising activities, general accounting between MSR and its affiliates, lobbying of any government agency or elected body, or in-kind project-related services provided by a donor.
Project Design Standards		
5.1	21	MSR will ensure that the project design will incorporate applicable SPS design principles and standards and will be consistent with Seattle Center's design requirements (specified in Exhibit E). The project must also comply with the requirements of the Americans with Disabilities Act (ADA) and the City's sustainable building policy.
Memorial Wall Landmarks Process		
5.3	24	The parties acknowledge that the City's Landmarks Preservation Board (LPB) has designated the Memorial Wall as a landmark. Following briefings to the appropriate LPB committee, MSR will apply for and obtain a Certificate of Approval from the LPB to allow development of the project.
Environmental Review		
5.7	26	SPS prepared a programmatic SEPA Checklist and issued a Mitigated Determination of Nonsignificance for its BTA V levy. These existing environmental documents are incorporated by reference for the purposes of the Development Agreement. The Seattle Department of Construction and Inspections (SDCI) will be the lead agency for the project-specific environmental review of the project.

Attachment 2: Development Agreement Highlights

Sec.	Pg.	Description
Construction Completion Guaranties		
6.3	28	MSR will require its prime contractor to obtain construction bonds, MSR will obtain completion bonds, and neither the City nor SPS will be responsible for any project costs in excess of their maximum funding amounts.
Final Acceptance		
7.5	34	The Seattle Center Director will provide written notice of final acceptance when eighteen specified conditions have been met. The conditions include: a final certificate of occupancy has been issued; all permit obligations are complete; MSR has provided all deliverables; the project architect has provided a certificate stating that all work has been completed in accordance with the final project design, and MSR's certification that there are no pending contractor claims or actions.
Operation and Maintenance of the Stadium		
11.2	41	It is the intention of the parties that MSR, the City, and SPS will enter into an agreement to provide for the sustainable maintenance, operation, and ongoing capital needs of the new Memorial Stadium. MSR agrees to operate and maintain the stadium and adjacent SPS parking lot for an initial period of five years without a management fee, pursuant to an agreement between the City, SPS, and MSR consistent with the terms in the Operating and Maintenance Agreement Term Sheet in Exhibit J.
Parties to Consider Public Entity		
11.3	42	Prior to the completion of the initial term of the O&M Agreement, MSR and the City agree to work with SPS to explore the establishment of a City-chartered public corporation, a public facilities district, and interlocal agreement, or creation of a non-profit operator as a strategy for addressing the new Memorial Stadium's long-term operations, capital replacement needs, and financial sustainability.
Termination		
13.5	45	Upon the occurrence of any MSR or City default event, the party not in default has the right to terminate the Development Agreement by giving written notice to the party in default. The section provides timelines for the defaulting party to remedy the default event.
Estimated Project Budget		
Ex. B	--	Provides a detailed view of the project's budget, including cost categories and funding sources.
Project Schedule		
Ex. C	--	Detailed project schedule with a grand opening planned for September 2027.

Attachment 2: Development Agreement Highlights

Sec.	Pg.	Description
Operating and Maintenance Agreement Term Sheet		
Ex. J	--	<ul style="list-style-type: none"> Initial term of five years, and before the completion of the term the parties agree to explore alternative strategies for the stadium's long-term operations, maintenance, capital replacement needs, and financial sustainability. The O&M Agreement will include extension options for one or more additional terms, subject to Council authorization. The City will pay the cost of its utility services for the shop/warehouse space, and the City will be reimbursed for providing O&M services to the perimeter area. MSR will provide operation of facilities (including adjacent parking lot), excluding certain perimeter areas operated by the City, without a management fee. MSR main obtain revenues though sponsorships, concerts, community events, professional sports events, naming rights, advertising, and concessions at non-SPS and non-City events. A board will be established comprising one representative from all three parties to provide high-level review, guidance, and approvals on operations, the operating budget, application of revenue to stadium needs, and shared funding requirements. MSR will be responsible for managing the stadium schedule, including SPS, City, and other events, with a priority for SPS events. The parties will agree on parameters for MSE to manage naming rights packages. The word "Memorial" shall be retained in the name of the stadium itself. During City-managed events, the City will keep revenue from ticketing and other sources within the stadium. The City will retain revenue generated from perimeter area programming that is sponsored and managed by the City to partially offset the perimeter area operating costs. The parties will agree on joint development of a capital replacement plan. Operator profits, if any, will be allocated in the following order: <ul style="list-style-type: none"> Ordinary operations and maintenance fund plan Capital replacement reserve and funding plan Charitable contributions for the benefit of students and other community youth