



Legislation Details (With Text)

File #: CB 119746 **Version:** 1 **Name:** CB 119746
Type: Ordinance (Ord) **Status:** Passed
In control: City Clerk

On agenda: 12/7/2020

Final Action: 12/11/2020 **Ord. No.** Ord 126244

Title: AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute an amendment to the amended and restated Concession Agreement with Tennis Center at Sand Point, LLC at Warren G. Magnuson Park.

Sponsors: Debora Juarez

Indexes:

Attachments: 1. Att 1 - Tennis Center at Sand Point Concession Agreement v2, 2. Att 2 - Seattle Court Sports Unlimited Concession Agreement, 3. Att 3 - Ordinance 118477, 4. Att 1 - Tennis Center at Sand Point Concession Agreement v1b, 5. Summary and Fiscal Note, 6. Summary Ex A – Building 41 Site Map, 7. Presentation, 8. Proposed Substitute Attachment 1, 9. Signed Ordinance 126244, 10. Affidavit of Publication

Date	Ver.	Action By	Action	Result
12/11/2020	1	City Clerk	attested by City Clerk	
12/11/2020	1	Mayor	returned	
12/11/2020	1	Mayor	Signed	
12/10/2020	1	City Clerk	submitted for Mayor's signature	
12/7/2020	1	City Council	passed	Pass
12/1/2020	1	Public Assets and Native Communities Committee	pass as amended	Pass
2/18/2020	1	City Council	referred	
1/23/2020	1	Council President's Office	sent for review	
1/21/2020	1	City Clerk	sent for review	
1/17/2020	1	Mayor	Mayor's leg transmitted to Council	

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute an amendment to the amended and restated Concession Agreement with Tennis Center at Sand Point, LLC at Warren G. Magnuson Park.

WHEREAS, Ordinance 122754 authorized the Superintendent of Parks and Recreation (“Superintendent”) to execute, for and on behalf of The City of Seattle (“City”), a master Concession Agreement to allow

Seattle Court Sports Unlimited (“Concessionaire,” now doing business as Tennis Center at Sand Point, LLC) to build, operate, and manage a tennis facility on a portion of Warren G. Magnuson Park (“Magnuson Park”) for the use and benefit of the public; and

WHEREAS, the City and Concessionaire entered into an amended and restated concession agreement

(“Concession Agreement”) with a 20-year term, pursuant to Ordinance 123331, on August 2, 2010; and

WHEREAS, Concessionaire invested \$6.2 million to build the facility, which opened for business in September 2013; and

WHEREAS, the City and Concessionaire have established a mutually beneficial and positive working relationship since the commencement of the Concession Agreement; and

WHEREAS, Concessionaire has participated in and continues to support the City’s Race and Social Justice Initiative by providing public benefits to underrepresented communities, the general public, seniors, and children in the City; and

WHEREAS, the City and Concessionaire desire to clarify expectations and definitions of public benefits to be provided to the public by Concessionaire in the Concession Agreement; and

WHEREAS, the Concession Agreement stated that Concessionaire would demolish the building commonly known as Magnuson Park Building 41 (“Building 41”), the former Naval gas station, and build a new structure to house a pro shop and welcome center; and

WHEREAS, after commencement of the Concession Agreement, the parties discovered that the condition of Building 41 would make demolition or renovation cost-prohibitive for Concessionaire; and

WHEREAS, the public and Magnuson Park community stakeholder groups have expressed interest in renovating and activating Building 41 to be utilized for parks and public access purposes; and

WHEREAS, the City and Concessionaire mutually desire to remove Building 41 from the description in Section 1.1, Premises, of the Concession Agreement, in exchange for an additional five-year extension option to the Concession Agreement term, therefore allowing opportunities for additional stakeholder

groups to renovate and activate Building 41 for parks and public access purposes; and

WHEREAS, the City is satisfied that the removal of Building 41 from the Concession Agreement, and the provision of these additional facilities at Magnuson Park, is in the City's, Concessionaire's, and the public's best interest; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation is authorized to execute, for and on behalf of The City of Seattle, a Concession Agreement Amendment in substantially the form of Attachment 1 to this ordinance.

Section 2. To the extent that Ordinance 118477 is applicable to the amended Concession Agreement, the requirements of Initiative 42 (attached to this ordinance as Attachment 3) are superseded.

Section 3. 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 10 days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2020, and signed by me in open session in authentication of its passage this _____ day of _____, 2020.

President _____ of the City Council

Approved by me this _____ day of _____, 2020.

Jenny A. Durkan, Mayor

Filed by me this _____ day of _____, 2020.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 - Amendment to Concession Agreement Between The City of Seattle and Tennis Center at Sand Point, LLC

Attachment 2 - Amended and Restated Concession Agreement Between The City of Seattle Department of Parks and Recreation and Seattle Court Sports Unlimited, Inc.

Attachment 3 - Ordinance 118477