



Legislation Text

File #: CB 119917, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to facilities at Seattle Center; modifying the Seattle Center Fee Range Schedule and the general terms and conditions for events at Seattle Center from which the Seattle Center Director is authorized to set fees and the general terms, conditions, and guidelines for use of Seattle Center facilities and property; amending Section 17.16.015 of the Seattle Municipal Code (SMC) to provide for adoption of future general terms and conditions for events at Seattle Center by ordinance; amending SMC 17.16.020 to increase the term for event-related service agreements; amending SMC 17.16.030 to grant temporary authority to modify food and beverage service leases due to the impacts of COVID-19 and correct the reporting requirements for in-kind contributions; and repealing SMC Chapter 17.20 providing for use and operation of Veterans Hall, which facility was demolished as part of the renovation of the adjacent Marion Oliver McCaw Hall.

WHEREAS, due to COVID-19, on March 11, 2020, Governor Jay Inslee prohibited all gatherings of 250 or more in western Washington; and

WHEREAS, Seattle Center serves to create exceptional events, experiences, and environments and does so by bringing people together; and

WHEREAS, many of Seattle Center's tenants, resident organizations, and clients have cancelled events, reduced operations, or closed, all of which resulted in significant negative financial impacts; and

WHEREAS, reopening of Seattle Center will require those entities to implement steps to ensure the safety of staff, patrons, and guests, incurring additional expenses while at the same time anticipating uncertain reopening timelines, and reduced attendance and participation at events; and

WHEREAS, Seattle Center's success is dependent upon the success of its tenants, resident organizations, and clients; and

WHEREAS, additional measures need to be taken to address the impact of COVID-19; and

WHEREAS, temporarily increasing the flexibility of the Seattle Center Director to anticipate and respond to the challenges that will be faced with reopening of the campus will assist in enabling the success of Seattle Center; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Seattle Center Fee Range Schedule, last amended by Ordinance 125701, is amended effective January 1, 2021, as shown in Attachment A1 to this ordinance. Effective January 1, 2021, the fee range schedule shown in Attachment A to this ordinance is adopted.

Section 2. The Terms and Conditions for Events at Seattle Center, last adopted by Ordinance 124628, are amended effective January 1, 2021, as shown in Attachment B1 to this ordinance. Effective January 1, 2021, the terms and conditions shown in Attachment B to this ordinance are adopted.

Section 3. Section 17.16.015 of the Seattle Municipal Code, last amended by Ordinance 125199, is amended as follows:

17.16.015 Use fee schedule, terms and conditions established

The Seattle Center Director is authorized to charge and collect fees for the use of certain Seattle Center facilities, services, and equipment for Events, as established in ~~((a fee schedule))~~ the Seattle Center Fee Range Schedule as adopted, from time to time, by ordinance. Additionally, the Director is authorized to condition such use on compliance with certain general terms, conditions, rules, and guidelines promulgated by the Director, consistent with the ~~((“))~~ Terms and Conditions for Events at Seattle Center ~~((“Attachment B to Ordinance 124628”))~~ adopted, from time to time, by ordinance. Once adopted by ordinance, the Seattle Center Fee Range Schedule and the Terms and Conditions for Events at Seattle Center shall remain in effect until repealed or amended by a subsequent ordinance.

Section 4. Section 17.16.020 of the Seattle Municipal Code, last amended by Ordinance 124628, is amended as follows:

17.16.020 Event-related service agreements ~~((“))~~

The Director is authorized as specified in the ~~((“)) Terms and Conditions for Events at Seattle Center ((“((Attachment B to the Ordinance introduced as Council Bill 124628),))~~ to enter into agreements with terms of up to ~~((~~ ten ~~))~~ years with caterers, concessionaires, and other providers of event-related services. The Director is authorized to execute and deliver, for and on behalf of the City, all documents ~~((he or she))~~ the Director shall deem necessary or appropriate in connection with any such agreements authorized in this ~~((section))~~ Section 17.16.020. The authority in this ~~((section))~~ Section 17.16.020 is limited as follows:

A. The Director shall consult with the City Attorney prior to entering into any such agreement and shall use a form of agreement prepared with the assistance and advice of the City Attorney; and

B. The total term of any new agreement shall not exceed ~~((five))~~ ten years in duration.

Section 5. Section 17.16.030 of the Seattle Municipal Code, last amended by Ordinance 124628, is amended as follows:

17.16.030 Seattle Center lease agreements ~~((;))~~

The Seattle Center Director is hereby authorized, for and on behalf of The City of Seattle, to negotiate and ~~((to~~)) execute ~~((, for and on the behalf of The City of Seattle,))~~ lease agreements and to modify existing lease agreements for the use and occupancy of spaces within or on Seattle Center grounds or under the management of the Seattle Center for uses that are not Events, and to execute all other necessary documents in connection therewith~~((; Provided,))~~ provided that:

A. Any lease agreement shall be in a standard form of agreement prepared with the assistance or advice of the City Attorney, or on a non-standard form contingent upon prior consultation with the City Attorney regarding the differences between the standard form and the non-standard form; and,

B. Lease agreements for food and beverage services in the Armory and on the Seattle Center campus shall be for a term of no more than ten years and lease agreements for all other locations on the Seattle Center grounds shall be for a term of no more than five years without prior approval of the City Council by ordinance; ~~((;))~~ provided, however, that the Seattle Center Director may enter into new leases for the same property with

the same tenant upon different terms and conditions from a previous lease for the same property; and provided, however, that until December 31, 2022, the Seattle Center Director is authorized to modify the covenants and conditions and extend the term of any food and beverage service lease agreement for up to two additional years without prior approval of the City Council by ordinance; and

C. The basic rent for Seattle Center lease agreements shall be at a rate that is commensurate with the quality of the space and prevailing market rates for similar property in the vicinity of Seattle Center. The Seattle Center Director is authorized to accept in-kind contributions of services for the City's benefit in order to offset all or a portion of any cash rent due from not-for-profit organizations or any other entities as the Director deems reasonable; any such services to be accepted shall be specifically identified in the lease agreement along with a statement as to the amount of cash rent offset for such services.

~~((The Seattle Center is authorized to accept in-kind contributions of services for the City's benefit in order to offset all or a portion of any cash rent due from not-for-profit organizations or any other entities as the Director deems reasonable; any such services to be accepted shall be specifically identified in the office space lease agreement along with a statement as to the amount of cash rent offset for such services.))~~

D. One or more parking spaces in Seattle Center parking facilities may, but need not, be provided to Seattle Center tenants in conjunction with such lease for no added consideration under new lease agreements, and under amendments of existing lease agreements, for such added cash rent or in-kind services for the City's benefit as the Director deems reasonable, taking into consideration the parking rates established pursuant to ~~((Ordinance 112572, as now or hereafter amended.))~~ Chapter 17.19.

E. The authority in this ~~((section))~~ Section 17.16.030 does not apply to: (1) agreements allowing the use of Seattle Center space for Events or (2) the use and occupancy of facilities described in the ~~((“))~~ Terms and Conditions for Events at Seattle Center, ~~((“ (Attachment B to the Ordinance introduced as Council Bill 118229).))~~

Section 6. Chapter 17.20 of the Seattle Center Municipal Code, last amended by Ordinance 104281, is

repealed:

~~((Chapter 17.20 SEATTLE CENTER VETERANS HALL~~

~~17.20.010 Use of building.~~

~~The Seattle Center Director is authorized to permit under his supervision and control, at such times as the same is not required for other public purposes, the use and occupancy of the building adjacent to the Opera House, known as the Seattle Center Veterans Hall, by posts of the Grand Army of the Republic, camps of the United Spanish War Veterans, posts of the Veterans of Foreign Wars, posts of the American Legion, chapters of the Disabled American Veterans of the World War, the 91st Division Association A.E.F. of Washington, the Second Washington and 161st Infantry Association, the Seattle Branch No. 32, Canadian Legion, the Ladies of the Grand Army of the Republic, the Daughters of Union Veterans of the Civil War, the Fleet Reserve Association, Branch Eighteen, Seattle Club No. 8, Navy Mothers Clubs of America, Seattle Detachment Marine Corps League, and all other veterans' organizations nationally chartered by the Congress of the United States and organizations auxiliary to the foregoing: provided, however, that organizations of veterans shall be given preference in such use and occupancy over such auxiliary organizations; provided, further, that such use and occupancy shall not extend to the ground floor of the building.~~

~~17.20.020 Division of operating costs.~~

~~The organizations using or occupying the Seattle Center Veterans Hall pursuant to the provisions of Section 17.20.010, shall jointly furnish, at their own cost and expense, all such operating services (excluding steam heat, water and electric service, but including janitor, telephone, gas, watchman's or other similar service) as they may require, subject, however, to the approval of the Seattle Center Director. Each such organization shall pay its proportionate share of the total of such cost and expense, said share to bear the same proportion of such total cost as the number of times the building is used per month by such organization bears to the total number of times per month the building is used; provided, however, that in the event that any organization requires any service not required by the other organizations, it shall furnish such service at its sole cost and expense. The~~

~~actual amounts of such shares shall be fixed by the Seattle Center Director whose determination thereof shall be final.~~

~~**17.20.030 Adoption of rules-Revocation of use permit.**~~

~~In the administration of the building, the Seattle Center Director is authorized to make, adopt and enforce, all reasonable rules and regulations necessary for the proper and orderly use of the building by the organizations mentioned in Section 17.20.010, and in the event of the violation of any of such rules or regulations or of the failure to pay its proportionate share of the cost of the operating services referred to in Section 17.20.020 by any of the organizations, the Director is authorized to revoke its permit to use and occupy the building, and to expel such organization therefrom.~~

~~**17.20.040 Advisory Board.**~~

~~There is created an Advisory Board to advise and assist the Seattle Center Director in the administration of the Seattle Center Veterans Hall (except the ground floor thereof), the Board to consist of five (5) persons, each of whom shall be a member in good standing of one (1) of the organizations or associations mentioned in Section 17.20.010, not more than two (2) of whom, however, shall be members of the same post, camp, chapter or unit. The members of the Board shall be appointed as follows: One (1) each by the Mayor, the Seattle Center Director and the City Council, and two (2) by a majority of the commanders or heads of the organizations or associations mentioned in Section 17.20.010, in meeting assembled. Each member of the Board shall serve for a period of five (5) years, unless sooner removed, except that the five (5) members first appointed shall serve one (1), two (2), three (3), four (4) and five (5) years, respectively; the length of service of each of the members to be determined by lot at the first meeting of the Board. Each member of the Board may be removed at the pleasure of the authority appointing him. Upon a vacancy by death, resignation, disability or removal, or the expiration of the term of office of any member, his successor shall be appointed by the authority which appointed him; provided, that the Board, by majority vote of its remaining members, may fill such vacancy by election of a temporary appointee, who shall serve until such vacancy be filled by regular appointment. The~~

~~Board shall annually select a chairman and a secretary from its members.))~~

Section 7. 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 _____ 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 A - Seattle Center Fee Range Schedule

Attachment A1 - Seattle Center Fee Range Schedule (markup)

Attachment B - Terms and Conditions for Events at Seattle Center

Attachment B1 - Terms and Conditions for Events at Seattle Center (markup)