

7/30/12 Council Meeting

1

wsh

Sponsor: Hague

Proposed No.: 2012-0202

*JA MOVED
PASSED Unanimously*

1 **AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE**

2 **2012-0202, VERSION 1**

3 On page 2 beginning on line 38 insert:

4 "11. Consistent with the King County Strategic Plan, which calls for the county to
5 promote regional economic development through partnerships with regional
6 organizations, other jurisdictions, and the private sector, the county commits to working
7 collaboratively with the Port of Seattle throughout the development and operation of the
8 Arena and encourages the city of Seattle and ArenaCo to also work collaboratively with
9 the Port of Seattle throughout the development and operation of the Arena.

10 It is a value of King County that when the county conducts business with one
11 regional partner, it should not be at the expense of another partner."

12

13 Renumber the remaining sections consecutively and correct any internal references
14 accordingly.

15

16

17 **Effect:**

18 **Inserts a finding statement that:**

19 • **States the importance of regional partnerships, consistent with the King**
20 **County Strategic Plan**

21 • **States the County's commitment to work collaboratively with the Port**
22 **throughout the development and operation of the Arena and encourages the**
23 **City of Seattle and ArenaCo to do the same.**

24 • **States that it is a value of the county that when it conducts business with one**
25 **regional partner, it should not be at the expense of another partner.**

7/30/12 Council Meeting

2²

wsh

Sponsor: Lambert

Proposed No.: 2012-0202

*RL Moved
PASSED: Unanimously*

1 **AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE**

2 **2012-0202, VERSION 1**

3 On page 3 beginning on line 45 insert:

4 "SECTION 3. King County values the Port of Seattle and wants to protect its
5 regional economic strength. King County is committed to supporting the Port of Seattle's
6 efforts to retain and expand container traffic. King County also commits to working with
7 the city of Seattle and the Port of Seattle to seek a solution at the state level to allow for
8 implementation of a heavy haul corridor designation to improve truck access to the Port
9 of Seattle.

10 The executive shall transmit a report to the King County council no later than
11 March 15, 2013 on efforts to seek a solution at the state level to allow for implementation
12 of a heavy haul corridor designation and any other efforts to support the Port of Seattle's
13 viability. The executive shall consult with and seek input from the Port of Seattle in the
14 development of this report. The report required must be filed in the form of a paper
15 original and an electronic copy with the clerk of the council, who shall retain the original
16 and provide an electronic copy to all councilmembers and to the lead staff for the Budget
17 and Fiscal Management Committee, or its successor."

18

19 Renumber the remaining sections consecutively and correct any internal references
20 accordingly.

21

22 **Effect:**

23 **Inserts a statement that expresses that King County values the Port of Seattle,**
24 **commits to supporting the Port's efforts to retain and expand container traffic, and**
25 **commits to working with the City and the Port to obtain a heavy haul corridor**
26 **designation from the state. Requires that the Executive transmit a report to the**
27 **Council by March 15, 2013 on these efforts.**

7/30/12 Council Meeting

B1^{B1}

mm/wsh

Sponsor: Ferguson/Hague/Lambert

Proposed No.: 2012-0202

BF MOVES
PASSED 9-0-

1 AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE

2 2012-0202, VERSION 1

3 In Attachment B (MOU), dated July 27, 2012, on page 39 line 899 after "current owner
4 thereof." insert:

5 "Subject to NBA approval and applicable rules, regulations, requirements and agreements
6 of the NBA, and subject to ArenaCo or an affiliate of ArenaCo having successfully
7 obtained the rights to the "Seattle Sonics / Supersonics" name, trademarks, memorabilia
8 (banners, trophies and retired jerseys), and the right to use and refer to the history of the
9 "Seattle Supersonics" as provided above, and provided further that the City and County
10 are not in breach of the Arena Lease or any of their other material obligations to ArenaCo
11 under the Transaction Documents, if the NBA team domiciled in Seattle and operated by
12 ArenaCo or an affiliate of ArenaCo that owns such rights ever relocates to a City other
13 than Seattle, then ArenaCo or such affiliate of ArenaCo that operates such NBA team
14 shall transfer all rights to the name, trademarks, memorabilia and right to use and
15 reference the history related to the "Seattle Supersonics" to the City, and further, subject
16 to NBA approval and the applicable rules, regulations, requirements and agreements of
17 the NBA this transfer requirement shall apply to any new name, trademarks, memorabilia

18 or right to use and refer to the history of such NBA team if such NBA team domiciled in
19 Seattle ever adopts a new name with the approval of the City and County or otherwise,
20 and thereafter relocates to a City other than Seattle."

21

22 Renumber the remaining sections consecutively and correct any internal references
23 accordingly.

24

25 **Effect:**

26 **Requires that if ArenaCo obtains the rights to the Seattle Sonics/Supersonics name,**
27 **trademarks, memorabilia and the right to use and refer to the history of the Seattle**
28 **Supersonics, and the team relocates to a city other than Seattle, then ArenaCo (or**
29 **an affiliate of ArenaCo that owns the rights) will transfer the rights to the name,**
30 **trademarks, memorabilia and history to the city of Seattle, subject to NBA approval**
31 **and rules. The same applies if the NBA team domiciled in Seattle ever adopts a new**
32 **name and then later relocates to another city.**

7/30/12 Council Meeting

B2^{B2}

am/wsh

Sponsor: Patterson

Proposed No.: 2012-0202

UP MOVED
PASSED: Unanimously

1 **AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE**

2 **2012-0202, VERSION 1**

3 In Attachment B (MOU), dated July 27, 2012, on page 41 after line 952 insert:

4 **"(i) Community Involvement.** ArenaCo is committed to having the NBA
5 franchise that will play home games in the Arena maintain a strong presence in the
6 community, as professional sports franchises can have a positive impact on youth. As a
7 regional asset, the NBA franchise will work to establish partnerships with organizations
8 throughout King County that serve youth and underserved communities, particularly in
9 areas where Public Health-Seattle & King County have identified health and education
10 disparities. The NBA franchise will establish partnerships with the goal of contributing
11 to the future success and health of youth with initiatives such as scholarship funds,
12 afterschool programs, youth mentorship and improved basketball facilities in the region
13 to increase opportunities to play and learn the game of basketball.

14 **(ii) Access and Affordability.** A successful NBA franchise is one that
15 enables people from all communities and all income levels to attend games. ArenaCo is
16 committed to making tickets to NBA games affordable to middle and low income
17 individuals and families. To demonstrate this, the NBA franchise will go beyond the

18 league standard for providing affordable tickets (current standard is an average of 500
19 tickets per game at \$10 or less), by offering an average of 500 tickets per game at \$10 or
20 less plus an additional average of 1,000 tickets per game at \$20 or less for a total of 1,500
21 tickets at reduced prices (adjusted for inflation over time) based on the United States
22 Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban
23 Consumers (Seattle-Tacoma-Bremerton Local Area)."

24

25 **Effect:**

26 **Adds a provision to the MOU requiring the NBA franchise to establish partnerships**
27 **with organizations throughout King County, particularly in areas where health and**
28 **education disparities exist.**

29

30 **Adds a provision to the MOU requiring the NBA franchise to go beyond the league**
31 **standard for providing affordable tickets by offering an average of 500 tickets per**
32 **game at \$10 or less plus an additional average of \$1,000 tickets per game at \$20 or**
33 **less for a total 1,500 tickets at reduced prices, adjusted for inflation over time based**
34 **on CPI.**

7/30/12 Council Meeting

B3 #3

mm/wsh

Sponsor: Ferguson/Hague/Lambert

Proposed No.: 2012-0202

BF MOVED
PASSED: 9-0

1 **AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE**

2 **2012-0202, VERSION 1**

3 In Attachment B (MOU), dated July 27, 2012, on page 41 after line 952 insert:

4 "g. **Economic Impact Analysis.**

5
6 (i) ArenaCo shall at its sole cost and expense (not to exceed \$200,000) cause
7 an economic impacts analysis ("Analysis") to be prepared that examines the net
8 economic impacts of the construction and operation of the Arena. The Analysis shall
9 study the net economic costs and benefits of the construction and operation of the Arena
10 in the geographical areas that would be affected by the construction and operation of the
11 Arena and shall consider all relevant segments of the economy that would be affected by
12 the construction and operation of the Arena, including without limitation retail,
13 commercial, industrial and freight transportation. The Analysis shall include, without
14 limitation, study of (a) the net changes in employment, wages, economic activity and tax
15 revenues; (b) the net effects on Port of Seattle economic activity; (c) the net effects on the
16 overall regional economy and the Arena's compatibility with regional economic
17 development plans; and (d) the net effects on women-owned and minority-owned
18 businesses.

19

20 (ii) The Analysis shall be prepared by an independent consultant fully
21 qualified to prepare the Analysis (“Consultant”) selected by the City and County with the
22 approval of ArenaCo, which approval shall not be unreasonably withheld, conditioned or
23 delayed. The scope of the Analysis shall be determined by the City and County based on
24 the reasonable recommendations of the Consultant consistent with the requirements of
25 this Section 20.g and with the approval of ArenaCo, which approval shall not be
26 unreasonably withheld, conditioned, or delayed. Upon selection of the Consultant,
27 ArenaCo and the Consultant shall enter into a written contract (“Consultant Contract”)
28 regarding the preparation of the Analysis. The City and/or County may, at their
29 respective options, be parties or third party beneficiaries under the Consultant Contract.
30 The Consultant Contract shall require, without limitation (a) that ArenaCo shall pay for
31 the Analysis (but not to exceed \$200,000), (b) that no cost or expense of the Analysis
32 shall ever become an obligation of the City or County, (c) that the Consultant shall
33 prepare the Analysis, and (d) that (1) the Consultant shall be considered an agent of the
34 City and County in achieving an adequate Analysis, (2) unless otherwise agreed to in
35 writing by the City and County, the Consultant shall not act as an advocate for or
36 otherwise be retained by ArenaCo or an ArenaCo affiliate until after the Closing Date and
37 the Consultant shall not act as an advocate for or otherwise be retained by any other
38 entity (except City and County) with regard to any of the issues that are addressed in the
39 Analysis until after the Closing Date, (3) any preliminary drafts of the Analysis shall be
40 made available for review by ArenaCo at the same time as they are made available for

41 review by the City and County, and (4) the City and County shall supervise the Analysis
42 preparation process and will have sole authority to approve the final Analysis.

43 (iii) The Analysis shall be completed according to the following timeline: (a)
44 The City and County will select the Consultant and inform ArenaCo of the selection
45 within twenty-five (25) days of the Effective Date and ArenaCo shall respond within five
46 (5) days thereafter (and if ArenaCo reasonably disapproves the selection the City and
47 County will select a different Consultant consistent with the timeline and process set
48 forth in this subsection) and (b) the Analysis shall be completed within ninety (90) days
49 following execution of the Consultant Contract. The Parties may agree to modify these
50 timelines and a failure to meet these timelines shall not interfere with the ability of the
51 City and County to exercise their rights under the condition precedent in paragraph 21.g
52 of this MOU."

53

54 In Attachment A (MOU), dated July 27, 2012, on page 43 after line 1039 insert:

55 "g. **Economic Impact Analysis Findings.** The Analysis required by Section
56 20.g of this MOU has been completed and the City and County and their respective
57 councils have considered the Analysis and have determined whether it is appropriate to
58 proceed with or without additional or revised conditions based on the Analysis. The City
59 and County councils shall make this determination by vote within forty-five (45) calendar
60 days following the completion of the Analysis. Calculation of this forty-five (45) day
61 period shall include weekends but shall exclude any City or County holidays and any
62 City Council or County Council recesses."

63

64 Renumber the remaining sections consecutively and correct any internal references
65 accordingly.

66

67 **Effect:**

68 **Requires ArenaCo at its sole cost and expense not to exceed \$200,000 to cause an**
69 **economic impacts analysis to be prepared that examines economic impacts of the** _
70 **construction and operation of the arena, including impacts to the retail, commercial,**
71 **industrial and freight transportation sectors. The analysis shall include study of**
72 **changes in employment, wages, economic activity and tax revenues; effects on Port**
73 **of Seattle economic activity; and effects on the overall regional economy and the**
74 **Arena's compatibility with regional economic development plans; and the net effects**
75 **on women-owned and minority-owned businesses.**

76

77 **The analysis will be prepared by an independent consultant selected by the City and**
78 **County with ArenaCo's approval.**

79

80 **The City and County will select the consultant and inform ArenaCo within 25 days**
81 **of the effective date of the MOU. The analysis will be completed within 90 days of**
82 **execution of the consultant contract.**

83

84 **The amendment ensures that the City and County Councils will be able to consider**
85 **the analysis and determine whether the project should proceed. The amendment**

- 86 **allows the City and County Councils 45 days, excluding City and County holidays**
- 87 **and recesses, to make this determination by vote.**

7/30/12 Council Meeting

BA^{B9}

mm/wsh

Sponsor: Ferguson/Hague

Proposed No.: 2012-0202

BF MOVED
PASSED 9-0

1 **AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE**

2 **2012-0202, VERSION 1**

3 In Attachment B (MOU), dated July 27, 2012, on page 41 after line 952 insert:

4 "h. **WNBA Team.** The Parties hereby affirm the value and importance of
5 maintaining the presence of a Women's National Basketball Association (WNBA) team
6 in the Seattle region. The current WNBA team is the Seattle Storm. The Parties shall use
7 reasonable efforts to support the Seattle Storm or any successor WNBA team operating in
8 Seattle at either the Arena or Key Arena."

9

10 Renumber the remaining sections consecutively and correct any internal references
11 accordingly.

12

13 **Effect:**

14 **Requires the Parties to use reasonable efforts to support the Storm or any successor**
15 **WNBA team at either the Arena or Key Arena.**

7/30/12 Council Meeting

B5a

Sponsor: Ferguson/Hague/Lambert/
Patterson/McDermott/Gossett

mm/wsh

Proposed No.: 2012-0202

BF MOVED
PASSED 9-0

1 AMENDMENT TO STRIKING AMENDMENT S2 TO PROPOSED ORDINANCE

2 2012-0202, VERSION 1

3 In Attachment B (MOU), dated July 27, 2012, on page 41 delete lines 963 through 971
4 and insert:

5 "b. **SEPA and Permitting.** (i) SEPA review associated with any City or
6 County actions as contemplated by paragraph 5 of this MOU has been completed through
7 issuance of a Final Environmental Impact Statement, including consideration of
8 reasonable alternatives, a comprehensive traffic impact analysis, impacts to freight
9 mobility, and pedestrian connections between the Arena and the International District
10 light rail station, the Stadium light rail station, and Pioneer Square; (ii) the master use
11 permit and all other permits required for construction of the Project have been obtained;
12 (iii) the City and County and their respective councils have considered the SEPA review
13 in connection with their respective actions and have determined whether it is appropriate
14 to proceed with or without additional or revised conditions based on the SEPA review;
15 and (iv) any challenges to the Project have been resolved in a manner reasonably
16 acceptable to the Parties."

17

18 Renumber the remaining sections consecutively and correct any internal references
19 accordingly.

20

21 **Effect:**

22 **Clarifies that SEPA review must be completed “through issuance of a Final**
23 **Environmental Impact Statement” and requires consideration of “a comprehensive**
24 **traffic impact analysis and pedestrian connections between the Arena and the**
25 **International District light rail station, the Stadium light rail station, and Pioneer**
26 **Square.” Also requires consideration of “impacts to freight mobility.”**