



SEATTLE CITY COUNCIL | DISTRICT 1
COUNCILMEMBER LISA HERBOLD

July 10, 2017

Dear Mayor Murray,

As you know, the Council recently sent you a letter regarding our identified priority focus areas for review of the Oak View Group (OVG) KeyArena redevelopment proposal. I fully support that letter; however, I wanted to take a moment to share with you my more specific concerns regarding the upcoming Memorandum of Understanding (MOU) between the City and OVG in two areas for which I have responsibility for as the chair of the Council's committee with oversight on issues related to labor standards, the arts, and economic development.

I. Labor Standards and Economic Development - Provide Project construction and Arena operations in a manner that is equitable for workers and consistent with the City's Race and Social Justice Initiative

- a. I expect to evaluate the comprehensive labor agreement and commitments for existing and future workers during both construction and operations to ensure that workers are treated fairly, and are inclusive of proposals for both labor peace agreements and worker retention.
- b. I look forward to reviewing the MOU provisions with respect to including Minority-owned, Women-owned, and Disadvantaged Business Enterprises.
- c. I will also look for adherence to [Executive Order 2017-01, Section 2](#), relating to the City's Priority Hire program requirements to include pre-apprenticeship and apprenticeship opportunities on this project. This may be one of the biggest projects in the pipeline with the capacity to secure career ladder opportunities benefitting large numbers of Seattle workers.

II. The Arts and Economic Development - Provide for design and operational integration with existing tenants contributing to the vibrancy of Seattle Center

- a. I will evaluate whether the project is thoughtfully integrated into the existing City fabric and infrastructure at Seattle Center and how the proposal addresses working with existing tenants, including art, music, and theatre organizations, as well as the Seattle Storm, each before, during, and after the redevelopment.

- b. I am mindful that some tenants may need to be relocated; however, I ask that you and your staff continue to work with the OVG to find ways to maintain as many of the existing tenants as possible, including exploring the use of FAR exemptions and possibly requiring the developer to include specifically Pottery Northwest in their redevelopment.
- c. For those tenants that are relocated please identify how they may be relocated to another area at the Seattle Center campus and how OVG will pay for relocation costs that include actual moving costs to vacate current locations, move into new locations, compensation for additional rent paid in a new location above rent paid at the current location, and compensation for revenue lost during any move and for up to six months after any move.
- d. I appreciate that OVG states on page 36 of their submission to the City, that it will partner with the City to “provide financial contributions to minimize disruption to and provide a seamless transition for any tenants that might be temporarily or permanently displaced by the Project.” These organizations each rely on unfettered public, volunteer and employee access and quiet enjoyment to support their economic models and mission work. I will seek MOU provisions that speak to how, if the redevelopment project occurs, OVG will not only participate financially, but operationally to minimize the disruptions to arts tenants.
- e. I look forward to seeing how OVG can support plans to develop and activate the Northwest Rooms Courtyard, including a contribution to capital improvements and to a long-term operating agreement to fund the courtyard’s operating costs in partnership with KEXP, VERA, SIFF and Seattle Center. The goals are a publicly and economically accessible space that provides individuals and groups safe, enriching experiences, both when the space is used in passive mode or active mode.
- f. I expect OVG or their manager to commit to development of an events scheduling management agreement as well as agreements related to sponsorships, naming rights, promotions, and concessions so that other tenants can work with OVG or their manager to the mutual benefit of the public and all user of Seattle Center.

Thank you for your consideration of these areas for which I know you share my concerns. Please don’t hesitate to contact me or Kirstan Arestad, the Council’s Central Staff Director, should you have any questions.

Sincerely,



Lisa Herbold,
Councilmember District 1 West Seattle & South Park

CC: Kirstan Arestad, Council Central Staff Director
Brian Surratt, Office of Economic Development Director