

March 25, 1991 (2:00PM)  
SEACNTR.ORD SS:CH:clt

Introduced by: Lois North

Proposed No.: 91 - 223

ORDINANCE NO. **9857**

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AN ORDINANCE providing for the submission to the qualified electors of the County, at a special election to be held therein on May 28, 1991, of a proposition authorizing the County to levy regular property taxes for eight (8) consecutive years in excess of the One Hundred Six Percent (106%) limitation on levies for the purpose of providing an amount not to exceed \$ 94,263,000 to the City of Seattle to develop and refurbish the Seattle Center; authorizing the County to enter into a Seattle Center Cooperation Agreement with the City of Seattle.

15 PREAMBLE:

16 The Seattle Center Regional Funding Task Force, comprised  
17 of elected officials from the City, the County and the  
18 suburban counties, began meeting in September 1990 to  
19 develop a funding strategy for phased implementation of the  
20 Seattle Center 2000 Plan. In November 1990, the Task Force  
21 recommended that the redevelopment efforts commence with a  
22 Phase I plan, consisting of certain elements of the Seattle  
23 Center 2000 Plan, in addition to other elements such as the  
24 Pacific Science Center, as described in Exhibit B. The  
25 Task Force further recommended a funding package combining  
26 King County, City of Seattle, hotel/motel tax and private  
27 sources. On November 26, 1990, the Seattle City Council  
28 adopted Resolution No. 28286 requesting the King County  
29 Council to submit to the electorate of the County a levy  
30 for this purpose.

31 The constitution and laws of the State of Washington  
32 provide that the question of whether or not such a levy may  
33 be imposed for such purposes must be submitted to the  
34 qualified electors of the County for their ratification or  
35 rejection. It has been determined that approval of such a  
36 levy would neither have adverse environmental impacts on  
37 nor limit the choice of reasonable alternatives to the  
38 proposed improvements.

39 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

40 SECTION 1. Findings. The King County Council hereby makes  
41 the following findings:

42 A. Since its inception as the World's Fair site in 1962,  
43 the Seattle Center has served the broad cultural, educational,  
44 entertainment and leisure needs of residents of King County and  
45 has become the cultural and entertainment center for Puget  
46 Sound and the Pacific Northwest. Surveys have demonstrated  
47 that at least one member of approximately three-quarters of  
48 King County households annually visit Seattle Center and most  
49 visitors attend three or more times each year.

1 B. Sustained heavy use of aging and deteriorating Seattle  
2 Center facilities, the growing population in the region which  
3 has placed an ever-increasing burden on the services and  
4 facilities of the Seattle Center, and demands for new programs  
5 and services at the Seattle Center have created the need for  
6 the preparation of a new Seattle Center Master Plan to guide  
7 the upgrading and development of the Seattle Center in the  
8 years ahead.

9 C. The Seattle City Council has adopted the Seattle Center  
10 2000 Plan as the Center's Master Plan. In addition, the  
11 Seattle Center Regional Funding Task Force has recommended a  
12 Phase I funding package, consisting of certain elements of the  
13 Seattle Center 2000 Plan, in addition to other elements such as  
14 the Pacific Science Center, as described in an attachment to  
15 Exhibit A. The Task Force further recommended a funding  
16 package combining funding from King County, the City of  
17 Seattle, hotel/motel tax revenues and private sources.

18 D. A final environmental impact statement for the Seattle  
19 Center 2000 Plan has been completed and issued.

20 E. The redevelopment of the Seattle Center, as implemented  
21 through various agreements, will ensure that substantial  
22 benefits are returned to the citizens of the Pacific Northwest,  
23 including but not limited to special programs for the youth and  
24 schools of this region, reduced rates and free access  
25 opportunities, and culturally and ethnically diverse programs  
26 and events.

27 F. Existing sources of funds, including private  
28 contributions, for the redevelopment of the Seattle Center are  
29 insufficient to implement the Project Descriptions as  
30 recommended.

31 G. Additional financial assistance to the City in the  
32 amount of \$ 105,088,000 (including estimated interest) from the  
33 County, when combined with the City's contribution of  
34 \$46,439,000 (including estimated interest) hotel/motel tax  
35 contributions of \$11,885,000 and private contributions of

1 \$58,947,000, will make it possible for the City to undertake  
2 and complete the Project Descriptions at an estimated funding  
3 of \$222,359,000 (including estimated interest).

4 Based on the foregoing facts and findings, the County  
5 Council further finds that the public interest would be served  
6 by the imposition of a levy to assist in financing the Project.  
7 Such assistance shall be provided in the manner hereinafter set  
8 forth and at the time or times deemed most necessary and  
9 advisable by the Legislative Authority of the County.

10 SECTION 2. Definitions. The following words and terms as  
11 used in this ordinance shall have the following meanings for  
12 all purposes of this ordinance, unless some other meaning is  
13 plainly intended.

14 A. "Agreement" means the agreement between the City and  
15 County, as authorized in Section 5 hereof, entitled Seattle  
16 Center Cooperation Agreement and in substantially the same form  
17 of Exhibit A, attached hereto and incorporated by reference.

18 B. "City" means the City of Seattle.

19 C. "County" means King County.

20 D. "Department" means the Seattle Center Department of the  
21 City which manages the Seattle Center and which shall be the  
22 operational and management authority for the Project, or any  
23 successor or related entity created by the City, to which such  
24 operational and management authority may at some later time be  
25 duly transferred.

26 E. "Legislative Authority" means the County Executive and  
27 the County Council with respect to King County, and the Mayor  
28 and the City Council of the City with respect to the City of  
29 Seattle.

30 F. "Levy" means the levy of regular property taxes, in  
31 excess of the 106% limitation on levies, for the purposes and  
32 under the conditions provided in this ordinance and authorized  
33 by the electorate pursuant to RCW 84.55.010.

34 G. "Master Funding Plan" means the schedule for capital  
35 contributions to the Project to be an attachment to the

1 Agreement, including both the Project Funding Plan and the  
2 Master Revenue Plan, as attached to Exhibit A and incorporated  
3 by reference, as amended from time to time as provided herein.

4 H. "Pacific Science Center Foundation" means a private  
5 non-profit corporation that owns and operates the 6.5-acre  
6 Pacific Science Center, which is a Participant Institution  
7 subject to the specific terms and conditions set forth in  
8 Section X of the Agreement.

9 I. "Project" means the planning, oversight, administration,  
10 design, engineering, acquisition, development, construction,  
11 equipping and/or rehabilitating of new or existing facilities  
12 and grounds as prescribed in the Project Descriptions defined  
13 below, as may be modified from time to time pursuant to this  
14 Agreement.

15 J. "Project Costs" means the costs of undertaking the  
16 Project, including but not limited to the costs of planning,  
17 oversight, administration, design, engineering, acquisition,  
18 financing, development, construction, equipping, exhibits, and  
19 architectural, legal and other consultants.

20 K. "Project Descriptions" means the description of all  
21 Project Elements, as attached to Exhibit A and incorporated by  
22 reference, which summarizes and supplements the Seattle Center  
23 2000 Plan and its implementation plans.

24 L. "Project Element" means each component of the Project,  
25 as specifically identified and delineated in the Master Funding  
26 Plan attached to the Agreement.

27 M. "Seattle Center" means the properties owned, operated or  
28 maintained by the City that are subject to the Seattle Center  
29 2000 Plan, and, in addition, the Pacific Science Center.

30 N. "Seattle Center 2000 Plan" means the plan of the same  
31 name which was adopted by the Seattle City Council based on the  
32 recommendations of the public planning process on July 25,  
33 1990, pursuant to Resolution No. 28210, as later supplemented  
34 by the Project Descriptions and Master Funding Plan.

1            SECTION 3. Authorization of levy. For the purpose of  
2 providing funds necessary to assist the City in paying Project  
3 Costs, the County shall submit to the qualified electors of the  
4 County a proposition as authorized by RCW 84.55.050 to exceed  
5 the One Hundred Six percent (106%) levy limitation on regular  
6 property taxes contained in RCW 84.55.010 for property taxes  
7 levied in 1991 through 1998 for collection in 1992 through  
8 1999, respectively, for the sole purpose of raising an amount  
9 not to exceed \$94,263,000 in aggregate over eight (8)  
10 consecutive years, to provide funds to the City to develop and  
11 refurbish the Seattle Center according to the Seattle Center  
12 2000 Plan, by increasing the regular property tax to raise an  
13 amount not to exceed \$10,302,00 in the first year, \$10,611,000  
14 in the second year, \$10,876,000 in the third year, \$11,420,00  
15 in the fourth year, \$11,706,000 in the fifth year, \$12,584,000  
16 in the sixth year, \$12,898,000 in the seventh year and  
17 \$13,866,000 in the eighth year, through an increase in the levy  
18 rate of not more than \$.10 per One Thousand Dollars (\$1,000.00)  
19 of assessed value, or so much thereof as may be necessary to  
20 raise the aforesaid sum.

21 Provided that:

22            In the event the maximum dollar amount is not levied in one  
23 year, the maximum dollar amount to be levied in a subsequent  
24 year may be increased by the difference between the maximum  
25 dollar amount allowed to be levied in the earlier year pursuant  
26 to this ordinance and the actual dollar amount levied. No levy  
27 or related obligation shall be imposed until the Agreement  
28 becomes effective.

29 Provided further that:

30            The county shall impose the County Levy in 1992, if, on or  
31 before December 1, 1991, the City has appropriated the funds  
32 necessary to satisfy the city funding obligations for project  
33 costs during calendar years 1991 and 1992 pursuant to the  
34 Master Funding Plan; and

1 Each year thereafter, the county shall impose the County  
2 Levy for a maximum of eight consecutive years including 1992,  
3 if, on or before December 1 of the year prior to the year in  
4 which the County Levy is to be imposed, the City has  
5 appropriated the funds necessary to satisfy the city funding  
6 obligations for projects costs during the year in which the  
7 County Levy is to be imposed pursuant to the Master Funding  
8 Plan.

9 In any year during which the County Levy is imposed, the  
10 county shall transfer all funds (including interest) in the  
11 County Seattle Center Fund directly to the project fund on a  
12 monthly basis.

13 In the event the city fails to appropriate the funds  
14 required, the county may, at its sole option, impose its levy  
15 and transfer the funds to the city, or impose its levy but  
16 withhold the transfer of funds to the city until such time as  
17 the city does appropriate such funds, after which the county  
18 shall immediately transfer to the city any withheld funds, or  
19 not impose its levy.

20 SECTION 4. Seattle Center cooperation agreement. The  
21 County Executive is hereby authorized to execute on behalf of  
22 the County an agreement with the City in substantially the same  
23 form as the document entitled the Seattle Center Cooperation  
24 Agreement (the Agreement), attached hereto at Exhibit A,  
25 together with its attachments, and incorporated by reference.

26 SECTION 5. Fund management and disbursement. If this Levy  
27 is imposed, the County's partial funding of Project Costs, as  
28 provided in the Master Funding Plan and the Agreement, will  
29 constitute an obligation of the County to the extent of funds  
30 derived from the Levy, subject to specific procedures and  
31 requirements identified in the Agreement.

32 If this Levy is imposed, the principal proceeds from the  
33 Levy and any interest or other earnings from their deposit or  
34 investment shall be applied and used solely for Project Costs  
35 and costs incidental to the imposition of the Levy. Proceeds

1 of the Levy shall not be used to pay any costs of ordinary  
2 maintenance or operation of the Seattle Center. If this Levy  
3 is imposed, the Levy proceeds shall be deposited into a first  
4 tier fund subject to the provisions of K.C.C. 4.10. The fund  
5 shall be entitled the "County Seattle Center Fund" and the King  
6 County Office of Financial Management shall be the fund manager  
7 and exercise the powers specified in K.C.C. 4.10.020 and  
8 4.10.110. The proceeds from investment of fund monies shall be  
9 retained in the County Seattle Center Fund.

10 SECTION 6. Financing. After voter approval and pending  
11 the collection of the Levy authorized in Section 3 hereof, the  
12 County may provide by ordinance for the interim financing of  
13 the Project as permitted by law. If the Levy is imposed, the  
14 County may authorize the City, or any instrumentality thereof,  
15 to undertake financing for the Project secured by the  
16 obligation of the County to pay the proceeds of the Levy to the  
17 City pursuant to this ordinance and the Agreement, subject to  
18 specific procedures and requirements identified in the  
19 Agreement. The dates, terms, conditions, interest rate or  
20 rates and other features of such financing or financing shall  
21 be determined by the City in its sole discretion.

22 SECTION 7. Election costs. The City and the County shall  
23 share equally the costs of placing this proposition on the  
24 ballot in a special election to be held on May 28, 1991. Such  
25 costs shall include, but are not limited to, printing and  
26 distribution of voting guides, pamphlets and notices;  
27 preparation of ballots; staffing at polling places; and  
28 computer tabulation of results.

29 SECTION 8. Election: Ballot Title. It is hereby found  
30 that an urgent need exists for the Project described in the  
31 Project Descriptions; and it is hereby declared that an  
32 emergency exists requiring submission to the qualified electors  
33 of the County of a proposition authorizing regular property tax  
34 levies in excess of the One Hundred Six percent (106%) levy

1 limitation for the purposes described in this ordinance at the  
2 election to be held on the 28th day of May, 1991.

3 The King County Director of Records and Elections, as  
4 ex officio supervisor of elections, is hereby requested also to  
5 find the existence of such emergency pursuant to RCW 29.13, and  
6 is requested to assume jurisdiction of and to call and conduct  
7 a special election and to submit to the qualified electors of  
8 the County the proposition set forth below.

9 The clerk of the County Council is hereby authorized and  
10 directed to certify the proposition to the King County Director  
11 of Records and Elections in substantially the following form:

12 KING COUNTY  
13 PROPOSITION NO. \_\_\_\_\_

14 Regular Property Tax Levy for Capital Improvements  
15 at the Seattle Center and the Pacific Science Center

16 For the purpose of funding capital improvements to the  
17 Seattle Center and the Pacific Science Center, shall King  
18 County be authorized to increase its regular annual property  
19 tax levy, by not more than \$.10 per \$1,000 of assessed  
20 valuation, for a period of eight consecutive years beginning in  
21 1992, to provide not more than \$94,263,000 in funds, all as  
22 provided in King County Ordinance No. \_\_\_\_\_?.

23 (This shall not be construed to authorize an excess levy  
24 and shall be subject to otherwise applicable statutory limits.)

25 LEVY - YES \_\_\_\_\_

26 LEVY - NO \_\_\_\_\_

27 Certification of such proposition by the Clerk of the  
28 County Council to the King County Director of Records and  
29 Elections, in accordance with law, prior to the date of such  
30 election on May 28, 1991, and any other act consistent with the  
31 authority of and prior to the effective date of this ordinance,  
32 are hereby ratified and confirmed.

33 SECTION 9. Severability. In the event that any one or  
34 more of the provisions of this ordinance shall for any reason  
35 be held to be invalid, such invalidity shall not affect or  
36 invalidate any other provision of this ordinance or the Levy,  
37 but this ordinance and the Levy shall be construed and enforced  
38 as if such invalid provision had not been contained therein;  
39 provided, that any provision which shall for any reason be held



1 by reason of its extent to be invalid shall be deemed to be in  
2 effect to the extent permitted by law.

3 INTRODUCED AND READ for the first time this 11<sup>th</sup> day  
4 of March 1991.

5 PASSED this 25<sup>th</sup> day of March, 1991.

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8 Lois North  
9 Chair

10 ATTEST:

11 Gerald A. Pelt  
12 Clerk of the Council

13 APPROVED this 2<sup>nd</sup> day of April, 1991.

14 Jim Hill  
15 King County Executive