

(GENERAL)

COMPTROLLER
FILE NUMBER 277431

CHARTER
OF

HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, A PUBLIC CORPORATION FOR PRESERVATION AND ENHANCEMENT OF THE HISTORIC HERITAGE OF THE CITY, ETC., ISSUED PURSUANT TO PROVISIONS OF ORDINANCE No. 100495, AND EFFECTIVE NOVEMBER 20, 1973.

(SEE C. F. No. 276560 FOR APPLICATION)

FILED NOVEMBER 23, 1973

C. G. ERLANDSON
COMPTROLLER AND CITY CLERK

BY J. P. Fenton DEPUTY

ACTION OF THE COUNCIL

REFERRED	TO
REFERRED	TO
REFERRED	TO
REPORTED	DISPOSITION
RE-REFERRED	TO
REPORTED	DISPOSITION

REPORT OF COMMITTEE

Mr. President:

You

Committee

to which was referred, the within
would respectfully report that we have considered the same and respectfully recommend that

377407

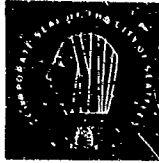
Historic Seattle Preservation and Development Authority,
a public corporation chartered November 20, 1973, pursuant to
Seattle Ordinance 100495, does hereby certify that its existing
charter complies in every relevant way with the provisions of
Seattle Ordinance 103387 and that it does hereby voluntarily
accept the provisions of Seattle Ordinance 103387.

Dated this 28 day of June, 1974.

O. Yale Lewis, Jr.
O. Yale Lewis, Jr.
General Counsel

FILED
CITY OF SEATTLE
74 JUN 28 PM 4:58
COMPLIANCE DIVISION CLERK

277431



OFFICE OF THE MAYOR—CITY OF SEATTLE

Wes Uhlman, Mayor

January 21, 1974

The Honorable Carl Erlandson
City Comptroller
City of Seattle

Attention: Mr. Jack Fenton

Gentlemen:

Re: Public Corporation; Qualification Statement
filing requirement pursuant to Seattle Ordinance
#100495, Sec. 13 (RCS 1.93.130).

Attached herewith are the signed original Qualification
Statements of the Historic Seattle Preservation and
Development Authority Council members, as required by
the above captioned ordinance. Please file said state-
ments in C. F. 277431.

Thank you.

Sincerely,

Wes Uhlman
Mayor

WU:ewh
Enc.

QUALIFICATION STATEMENT

I shall faithfully perform my duties as Council Member.

I will adhere to that portion of Section 501 (Conflict of Interest; Public Officials and Others) of the Grant Agreement between the City of Seattle and the United States of America for federal assistance to the Seattle Model Cities Program (called "this Agreement" below), which provides as follows:

"(A) General. -- (1) No member of the City's governing body or of the governing body of the locality and (2) no official or employee of the City or of the locality or any person who exercises any functions or responsibilities in connection with this Agreement (a) may be admitted, directly or indirectly, to any share or part of this Agreement or to any benefit to arise from the same, or (b) shall own or acquire any personal interest in any property, contract, or proposed contract which would conflict with the performance of his duties or responsibilities under this Agreement, except to the extent provided for in this Section. If any such member, official, employee or other person (hereafter referred to collectively as "person") presently, or in the future, acquires, owns, or controls any such share, benefit, or personal interest, he shall immediately disclose such share, benefit or personal interest to the City. Upon such disclosure, such person shall not continue his participation unless the City and Government shall determine that, in the light of such share, benefit, or personal interest, the participation of such person in any such action would not be contrary to the public interest."

I presently have no interest and shall not acquire any interest, direct or indirect, in the Model Neighborhood area or any parcels therein, which would conflict in any manner or degree with the performance of my duties.

Raymond Anderson

DATE:

3 Nov 73

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Katharine M. Bullitt

DATE:

November 19, 1973

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Jamie P. Cutler

DATE: 11-19-73

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P. C. Johnson

DATE:

11/17/73

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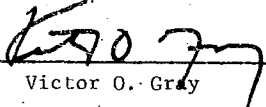
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Victor O. Gray

DATE: 11/27/73

QUALIFICATION STATEMENT

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DATE:

Paul Hayden Kirk
Nov. 19, 1973

QUALIFICATION STATEMENT

I shall faithfully perform my duties as *Council Member of Historic Seattle Preservation and Development Authority*

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Stephen Lucks

DATE:

12/1/73

18520 63rd NE

Seattle 98155

QUALIFICATION STATEMENT

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Louis Weishaar

DATE:

November 24, 1973

QUALIFICATION STATEMENT

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Victoria H. Reed

DATE:

11/22/73

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Ben J. Smith, Jr.

DATE: November 19, 1973

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Frank W. Astorbury

DATE: 11/19/73

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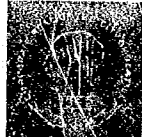
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Bruce Gulsdorf

Nov. 19, 1953

DATE:

276550



OFFICE OF THE MAYOR · CITY OF SEATTLE

WES UHLMAN MAYOR

PURSUANT TO the authority vested in me by Ordinance 100495 of the City of Seattle, and Chapter 177, Laws of 1971 Extraordinary Session, I, Wes Uhlman, hereby issue the charter of the HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY, a copy of which is attached hereto, consisting of 21 pages, effective this 20th day of November, 1973.

Wes Uhlman
Mayor

ATTEST C. J. [Signature]
City Comptroller

By _____
Deputy

COMMUNICATIONS AND CITY CLERK
CITY OF SEATTLE

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FILED
CITY OF SEATTLE

CHARTER
OF
HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

ARTICLE I
NAME AND SEAL

The name of this corporation shall be Historic Seattle Preservation and Development Authority. The Authority seal, as set forth below, shall be a circle with the name "HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY" inscribed therein.

ARTICLE II

AUTHORITY FOR HISTORIC SEATTLE PRESERVATION AND
DEVELOPMENT AUTHORITY: LIMIT ON LIABILITY

1. Historic Seattle Preservation and Development Authority is a public corporation organized pursuant to Chapter 177, Laws of 1971, Extraordinary Session, Sections 5 and 7 (RCW 35.21.660 and 35.21.670) and Ordinance 100495 of the City of Seattle passed November 29, 1971, and approved December 1, 1971.

2. RCW 35.21.670(1) provides as follows: "All liabilities incurred by such public corporation, commission, or authority shall

be satisfied exclusively from the assets and credit of such public corporation, commission, or authority; and no creditor or other person shall have any recourse to the assets, credit, or services of the municipal corporation creating the same on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

ARTICLE III

DURATION OF HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

The duration of the Authority shall be perpetual.

ARTICLE IV

PURPOSES OF HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

Historic Seattle Preservation and Development Authority shall be a legal entity under RCW 35.21.660 and City of Seattle Ordinance No. 100495 through which citizens may participate in the fulfillment of the aims and objectives of Seattle Historical District Ordinances Nos. 98852 and 99846 and the Seattle Landmarks Preservation Ordinance No. 102229. The purposes of Historic Seattle Preservation and Development Authority, consistent with and related to the Seattle Model City Program, shall be the preservation and enhancement of the historic heritage of the City of Seattle for the mutual pride and enjoyment of all citizens and the creation of a more livable environment within the historic areas of the city.

Initially, the primary focus of Historic Seattle Preservation and Development Authority will be on the birthplace of Seattle: the Pioneer Square Historic District, as described by Ordinance Nos. 98852, 99846, and any succeeding amendments thereto, or any further ordinances pertaining to the Pioneer Square Historic District and the immediate surrounding area.

Employing the unique powers and capabilities conferred by state and city law, the Authority intends to become involved in: restoration of historic structures; furtherance of increased understanding of the history and significance of the District; encouragement of a mix of residents representing all income levels; development of both residential and transient housing for low-, middle-, and upper-income levels; assistance to property owners in developing their holdings in keeping with the spirit and proper uses of the District; expansion of supportive services and businesses for residents and tenants; development of a balanced pattern of transportation and pedestrian areas; improvement of landscaping and open spaces in public areas; enhancement of cultural aspects and activities of all types, including visual and performing arts; promotion of quality levels of entertainment and recreation; stimulation of vocational training facilities; rejuvenation of the former vitality of the District; and the creation of a residential-commercial neighborhood which will demonstrate the high standards of environment and the quality of life that can be achieved in a diversified urban situation. The

cosmopolitan neighborhood thus created shall be guided by a sense of humanity, a respect for the esthetic, and an appreciation of the past.

ARTICLE V

POWERS OF HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

The Historic Seattle Preservation and Development Authority and the Council on its behalf shall have the power to:

1. Own and sell real and personal property;
2. Contract for any Historic Seattle Preservation and Development Authority purpose with the State, the United States, and any subdivision or agency of either, individuals, associations, and corporations;
3. Sue and be sued in its corporate name;
4. Lend and borrow money;
5. Do anything a natural person may do;
6. Purchase, lease, exchange, improve, develop, build upon, rehabilitate or repair, preserve, use, or otherwise transfer real or personal property or any interest therein; encumber its property; grant security interests to secure its borrowings; buy and contract on deferred terms; grant or acquire options on real or personal property; and contract regarding the income or receipts from real property;
7. Issue negotiable bonds, notes, and other evidence of indebtedness in conformity with applicable provisions of the Uniform Commercial Code and state law in such principal amounts, with such

covenants, interest rates, maturities, and options of redemption as in the discretion of the Council shall be necessary or appropriate to provide sufficient funds for achieving any Historic Seattle Preservation and Development Authority purpose or to secure financial assistance from the United States or other sources for Historic Seattle Preservation and Development Authority projects and activities;

8. Contract for and accept gifts or loans of funds or property from the State, the United States, and any subdivision or agency of either, public corporations, associations, individuals, or any other source and to comply with the terms and conditions thereof;

9. Lend its funds, property, or credit or services for Historic Seattle Preservation and Development Authority purposes or act as a surety or guarantor for Historic Seattle Preservation and Development Authority purposes;

10. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;

11. Donate money, property, or services on such terms and conditions as Historic Seattle Preservation and Development Authority may in its discretion deem advisable to individuals, associations, or corporations for Historic Seattle Preservation and Development Authority purposes;

12. Control the use and disposition of Historic Seattle Preservation and Development Authority property, assets, and credit and initiate plans, specifications, and programs for development of property owned by the Authority and related to its purposes;

13. Invest and reinvest its funds;

14. Fix and collect charges for services rendered or to be rendered and establish the consideration for property transferred;

15. Maintain books and records as appropriate for the conduct of its affairs and as may be required by the City pursuant to its grant agreement;

16. Conduct the affairs of Historic Seattle Preservation and Development Authority; carry on its operations; use its property as allowed by law, its Charter, and its Rules and Regulations; name Historic Seattle Preservation and Development Authority officials, agents, and employees; conduct technical or other studies or investigations in furtherance of Authority purposes; secure the services of consultants for professional services, technical assistance, or advice and prescribe their duties, qualifications, and compensation;

17. Perform all manner and type of community services and activities in furtherance of agreements between the City of Seattle and the United States to carry out the purposes of the Demonstration Cities and Metropolitan Development Act of 1966;

18. Exercise any power granted to Historic Seattle Preservation and Development Authority by Ordinance No. 100495 of the City of Seattle, as now or hereafter amended, except as expressly limited by the terms of this Charter;

19. Exercise and enjoy such additional powers as may be authorized by general law.

ARTICLE VI

LIMITS ON HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

1. No part of the net earnings of Historic Seattle Preservation and Development Authority shall inure to the benefit of or be distributable to the members of the Council or officers of Historic Seattle Preservation and Development Authority or other private persons, except that Historic Seattle Preservation and Development Authority is authorized and empowered to:

(a) Compensate Historic Seattle Preservation and Development Authority officials, and others performing services for the Authority, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;

(b) Defend and indemnify any Historic Seattle Preservation and Development Authority official (including employees), or any former Historic Seattle Preservation and Development Authority official, in any legal or administrative action or proceeding in which he is made a party by reason of his position or

former position as a Historic Seattle Preservation and Development Authority official, and pay, indemnify and insure such Historic Seattle Preservation and Development Authority official against any expenses, including but not limited to attorney fees and other legal costs, any settlement, fine, or judgment rendered and any interest thereon, which are actually and necessarily incurred by the Authority or any Historic Seattle Preservation and Development Authority official in connection with such defense, except as to matters on which the official or former official shall be adjudged in such action or proceeding to be liable for an act or omission performed without capacity or power or willful misconduct in the performance of duty; and

(c) Sell assets for a consideration greater than their reasonable market value or acquisition costs or charge for services more than the expense of providing them or otherwise secure an increment in a transaction as long as such gain is not the object or purpose of the Historic Seattle Preservation and Development Authority's transactions or activities and is applied to or expended upon community services and projects and activities as aforesaid.

2. No substantial part of the activities of the Authority shall be the carrying on of propaganda or otherwise attempting to influence legislation, and no funds, assets, or property of the Authority shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of Washington State or the

City of Seattle. Further, the Authority shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

3. The Historic Seattle Preservation and Development Authority shall have no power of eminent domain nor any power to levy taxes or special assessments.

4. The Historic Seattle Preservation and Development Authority may not incur or create any liability that permits recourse by any contracting party or members of the public to any assets, services, resources, or credit of the City of Seattle.

5. Upon dissolution of the Historic Seattle Preservation and Development Authority and the winding up of its affairs, any remaining assets of the Authority shall be distributed, as provided in Section 45 of the Ordinance, under the terms of the Grant Agreement, covenants with HUD, or to a qualified successor public corporation or the City or other local municipal corporation performing municipal functions similar to those performed by the Historic Seattle Preservation and Development Authority or to the State of Washington, to the United States, or other qualified entities as specified in said Section 45; provided, however, that no member, trustee, or officer of the Authority or any private individual shall be entitled to share in the distribution of any of the Authority assets upon dissolution. Upon dissolution, any assets not disposed of as above provided shall be

distributed by the Authority for similar uses and purposes to any other organization or organizations which would then qualify for exemption under the provisions of 501(c)(3) of the Internal Revenue Code as now stated or as it may be hereafter amended.

ARTICLE VII

ORGANIZATION OF HISTORIC SEATTLE PRESERVATION AND DEVELOPMENT AUTHORITY

Section 1. Council.

Management of all Historic Seattle Preservation and Development Authority affairs shall reside in the Council. The Council shall be composed of twelve (12) members selected as follows:

1. Within eighteen months of the issuance of this Charter, the initial Council as designated in the application for this Charter shall by resolution divide the members of the Council into four classes of three (3) members each (designated Class I, Class II, Class III, and Class IV).

2. At the regular meeting of the Council that coincides most closely with the second anniversary of the issuance of this Charter, the terms of those members of the Council that are in Class I shall expire, provided that they shall continue in office until their successors are selected and qualified as provided in the Rules and Regulations.

3. The Council vacancies created by the expiration of the term of the Class I members shall be filled with:

- (a) one member selected by the Constituency,
- (b) one member selected by the Mayor, and

(c) one member selected by the Council.

4. All appointments to the Council shall be subject to approval by the Seattle City Council.

5. This reappointment and confirmation procedure shall continue annually as to successive classes, so that at the regular meeting of the Council that coincides most closely with each anniversary of the issuance of this Charter a new class of Council members shall take office; provided, however, that each person so selected shall hold office for the four-year term for which he or she is selected and until his or her successor shall have been selected and qualified; and provided that there shall be no restriction on members of the Council serving successive terms.

6. The Rules and Regulations shall provide for the filling of all vacancies other than those caused by the expiration of a regular term as defined herein.

Section 2. Council Concurrence Required.

General or particular authorization or concurrence of the Council by resolution shall be necessary for any of the following transactions:

1. Transfer or conveyance of an interest in real estate other than a release of a lien or satisfaction of a mortgage after payment has been received and the execution of a lease for a current term of less than one year;

2. The contracting of debts, issuance of notes, debentures, notes or bonds, and the mortgaging or pledging of corporate assets to secure the same;

3. The donation of money, property, or other assets belonging to the Historic Seattle Preservation and Development Authority;

4. An action by the Historic Seattle Preservation and Development Authority as a surety or guarantor;

5. All transactions in which: (i) the consideration exchanged or received by the Historic Seattle Preservation and Development Authority exceeds ten thousand dollars (\$10,000), (ii) the performance by the Historic Seattle Preservation and Development Authority shall extend over a period of one year from the date of execution of an agreement therefor, or (iii) the Historic Seattle Preservation and Development Authority assumes duties to the City, the State, or the United States;

6. Any project or activity outside the limits of the City;

7. Adoption of an annual budget;

8. Certification of annual reports and statements to be filed with the City Comptroller as true and correct in the opinion of the Council and of its members, except as noted;

9. Proposed amendments to the Charter; and

10. Such other transactions, duties, and responsibilities as the Charter shall repose in the Council or require Council participation by resolution.

Section 3. Council Concurrence and Quorum Defined.

"Council concurrence," as used in this Article may be obtained at any regular or special Council meeting by an affirmative vote of a majority of the Council members voting on the issue, provided

that such majority equals not less than one-third of the Council voting membership. The Rules and Regulations of the Authority may prescribe Council quorum restrictions which equal or exceed the quorum restrictions imposed in this Section 3. The quorum requirements for amendments to the Charter of the Authority are set forth in Article XI below.

Section 4. Offices and Division of Duties.

Historic Seattle Preservation and Development Authority shall have two or more officers. The same person shall not occupy both the chief executive office of the Authority and the office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chairman, Vice-Chairman, Secretary, and Treasurer of the Council. Additional officers may be provided for in the Rules and Regulations of the Authority. The Chairman shall be the agent of the Authority for service of process; the Rules and Regulations may designate additional corporate officials as agents to receive or initiate process. The corporate officers, who shall be selected from among the membership of the Council as provided in the Rules and Regulations, shall as provided in the Rules and Regulations manage the daily affairs and operations of the Authority. The Council shall oversee the activities of the corporate officers, establish, and/or implement policy, participate in corporate activity in matters prescribed in Section 2 of this Article VII, and shall have stewardship for management and determination of all corporate affairs

except as may be specifically reposed in the Constituency under Article VIII hereof.

Section 5. Executive Committee.

The Rules and Regulations may provide for an Executive Committee, which shall be appointed or removed by, and shall have and exercise such authority of the Council in the management between meetings of the Council as may be specified in the Rules and Regulations.

ARTICLE VIII

CONSTITUENCY

Section 1. Composition.

The Constituency of the Authority shall consist of its general membership, which shall be open to all persons sixteen years of age and over who shall pay dues of one dollar (\$1) per year. The Rules and Regulations shall provide for meetings of members, including notice, quorum, and other provisions dealing with the membership; provided, however, that the Council or a committee thereof shall report to the Constituency at a meeting held at least quarterly to receive their comments on matters on which the Council has acted during the preceding quarter and on matters proposed for action during the next quarter.

Section 2. Constituency Concurrence Required.

The concurrence of the Constituency shall be required on the following matters:

1. Proposed amendments to the Charter;

2. Proposed amendments to the Rules and Regulations of the Authority dealing directly with matters specified in Section 2 as being within the power and responsibility of the Constituency or with provisions of the Rules and Regulations governing procedures for meetings of the Constituency;

3. Fixing the compensation of corporate officials and the nature and limit of expenses incurred by corporate officials that may be reimbursed;

4. Election or selection of an independent auditor; and

5. Appointment of one member to the class of the Council membership expiring each year, as provided herein.

Section 3. Constituency Concurrence Defined.

Constituency concurrence, as used herein, shall be defined in the Rules and Regulations, except that Article XI of the Charter shall define the concurrence of the Constituency that is necessary for Charter amendment and for amendments to the provisions of the Rules and Regulations that govern procedures for meetings of the Constituency.

ARTICLE IX

COMMENCEMENT OF HISTORIC SEATTLE PRESERVATION
AND DEVELOPMENT AUTHORITY

The Historic Seattle Preservation and Development Authority shall commence its existence effective upon filing its Charter as issued and attested.

ARTICLE X

RULES AND REGULATIONS

The Council shall adopt Rules and Regulations to provide such rules for governing Historic Seattle Preservation and Development Authority and its activities as are not inconsistent with this Charter. The adoption of the Rules and Regulations and any amendments thereto require a majority vote of the whole Council. The Council may provide in the Rules and Regulations for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein, and for the following:

1. The existence of committees of Historic Seattle Preservation and Development Authority and the duties of any such committee;
2. Regular and special meetings of the Council and Constituency of Historic Seattle Preservation and Development Authority;
3. Suspension or removal of Historic Seattle Preservation and Development Authority officials and conditions which would require such suspension or removal;
4. Any matters set forth in Section 15, 1-u, of Ordinance No. 100495 of the City of Seattle not inconsistent with the Charter or not provided for herein;
5. Additional classes of membership.

ARTICLE XI

AMENDMENTS TO CHARTER AND RULES AND REGULATIONS

Section 1. Amendments to Charter.

Any Council member may propose an amendment to the Charter at any regular meeting or at any special meeting of which thirty days advance notice has been given. Resolutions of the Council approving amendments to the Charter require an affirmative vote representing two-thirds of the Council members voting on the issue and a majority of the Council voting membership for adoption.

The proposed amendment to the Charter shall be filed within three days of its adoption with the City Comptroller by the Chairman of Historic Seattle Preservation and Development Authority together with a statement of reasons supporting the proposed amendment. The amendment shall be open to public inspection for at least thirty days. One copy of the proposed amendment shall be filed with the Model City Director for his review and recommendations. The Model City Director shall, within thirty days of receipt of the proposed amendment make a recommendation to the Mayor concerning the acceptability or otherwise of the amendment. Should he fail to do so, the amendment automatically is deemed to have the concurrence of the Model City Director and passes immediately to the Mayor.

The Mayor shall thereupon either accept or reject the recommendation and, if he accepts the same, shall cause to be issued in duplicate originals of the proposed amendment, each signed by

the Mayor and bearing the City Seal attested by the City Comptroller. One original shall be retained by the City Comptroller as a public record, and the other shall be delivered to Historic Seattle Preservation and Development Authority which shall thereupon notify the Department of Housing and Urban Development, or its successor, of the amendment.

Section 2. Amendments to Rules and Regulations.

The minimum vote that is required for the amendment, alteration, or repeal of the Rules and Regulations of Historic Seattle Preservation and Development Authority shall be an affirmative vote of a majority of the whole Council. Such vote may be taken at any regular or special meeting of the Council.

Any Council member may propose an amendment to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting or at any special meeting of which thirty days advance notice has been given. Resolutions of the Council approving amendments of the Rules and Regulations by unanimous vote of those Council members present and voting may be implemented at such time as selected by the Council in the Resolution without further action, except in the case of amendments where Constituency approval is required. Resolutions approving amendments to the Rules and Regulations with less than unanimous votes cannot take effect until ten days after filing with the City Comptroller. The Chairman of Historic Seattle Preservation and

Development Authority shall file such resolution within three days of its adoption.

Section 3. Constituency Concurrence Necessary for Amendments to Charter and Provisions of the Rules and Regulations that Govern Procedures for Meetings of the Constituency.

The minimum requirement for the concurrence of the Constituency to a proposed amendment to the Charter and to provisions of the Rules and Regulations that govern procedures for meetings of the Constituency shall be an affirmative vote representing two-thirds of the Constituents voting on the issue and at least 20 percent of the Constituency if it comprises less than 500 persons. If the Constituency comprises 500 persons or more, an affirmative vote of at least 10 percent of the Constituency shall be required.

ARTICLE XII

APPOINTMENT OF ADVISORY COMMITTEE

Creation of an Advisory Committee and the powers and duties thereof may be provided for in the Rules and Regulations.

ARTICLE XIII

MISCELLANEOUS

Section 1. Geographic Limitation.

Historic Seattle Preservation and Development Authority may conduct activities outside the City of Seattle upon a determination by the Council that each such activity will further the purposes of Historic Seattle Preservation and Development Authority.

Section 2. Public Records.

The public shall have access to records and information of Historic Seattle Preservation and Development Authority to at least the same degree that the public enjoys access to records and information of the City of Seattle.

Section 3. Minutes.

Copies of the minutes of all regular or special meetings of the Council shall be available to any person who requests them, and as soon as practicable after each regular or special meeting of the Council, the Secretary shall mail a copy of the minutes of said meeting to the Director of the Seattle Model City Program and each appropriate Model City Task Force. The minutes of all Council meetings shall include a record of individual votes on all matters requiring Council concurrence.

Section 4. Public Meetings.

To the extent practicable, meetings of the Historic Seattle Preservation and Development Authority shall usually be held within the City of Seattle and shall be open to the public as required under the Open Public Meetings Act, RCW 42.30.010 - 42.30.920, and all meetings of the Council shall be called and held in accordance with said law. At any such meeting, any citizen shall have a reasonable opportunity to address the Council either orally or by written memoranda.

Section 5. Semiannual Reviews.

At least semiannually, with reasonable notice to the public, a meeting shall be held, which shall include a review of all

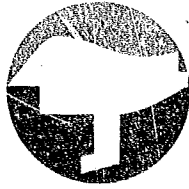
significant decisions and events relating to the programs and activities of the Historic Seattle Preservation and Development Authority that have occurred since the last public meeting and a preview of significant matters that will be under consideration during the following six months.

Section 6. Audits, Dissolutions, etc.

Audits, dissolutions, trusteeships, and other matters affecting Historic Seattle Preservation and Development Authority are governed by Ordinance No. 100495 of the City of Seattle, approved December 1, 1971.

Section 7. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations in order to undertake or assist in conducting projects and activities to implement the Demonstration Cities and Metropolitan Development Act of 1966 (P.L. 89-754, 80 Stat. 1255).



FILED
CITY OF SEATTLE

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SEATTLE MODEL CITY PROGRAM

WES UHLMAN, Mayor

WALTER R. HUNDLEY, Director

November 19, 1973

The Honorable Wes Uhlman
Mayor of the City of Seattle
Seattle, Washington 98104

Dear Mayor Uhlman:

As you know, an application for the issuance of a charter for the Historic Seattle Preservation and Development Authority was filed with the City Comptroller. Pursuant to Ordinance 100495, it is my duty to review the application and transmit to you my findings based upon that review.

Accordingly, after examining the application and related materials, I have concluded the following:

1. Chartering the Public Corporation will help to fulfill the purposes of the Demonstration Cities and Metropolitan Development Act of 1966 and will help perform activities or functions contemplated by the grant agreement and complement the Seattle Model City Program without impeding the responsibilities of the City's coordinator thereof.
2. Both the requested character and duration of the Public Corporation are reasonably necessary for the activities and functions to be performed.
3. I find no significant changes, revisions or modifications which should be made in the proposed charter or the proposed initial rules and regulations to comply with the grant agreement or Ordinance 100495, to encourage citizen participation, or to further the best interests of the Seattle Model City Program.
4. I have considered the corporate officials nominated in the application to hold initial office in the Historic

Hon. Wes Uhlman

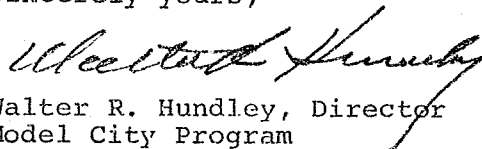
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November 19, 1973

Seattle Preservation and Development Authority. In my opinion, these individuals are qualified to hold such positions, are dedicated to further the best interests of the program and purposes of the Public Corporation, and as a group have the necessary background and experience to conduct the affairs and operations contemplated by the Public Corporation.

5. The funding described in the application is likely to be made available in the near future. The Seattle Model City Program has in the past extensively provided support for development of historic areas within the Pioneer Square Historic District, an integral part of the original East Branch Model Neighborhood. In addition, as you are aware, the Council has tentatively earmarked, and the Mayor has agreed, that \$600,000 of revenue sharing funds will be allocated to an Historic Preservation Revolving Fund to be administered by the Historic Seattle Preservation and Development Authority. It is my understanding that actual transfer of such funds awaits only the drafting of the appropriate ordinance by the Corporation Counsel. I think it is likely that City support will continue in various forms in the future, although such support cannot now be identified.
6. The Charter should issue as requested.

Sincerely yours,



Walter R. Hundley, Director
Model City Program

WRH:ewl