

CLERK FILE No. 300147

REPORT OF COMMITTEE

Capitol Hill Housing Improvement Program
Charter as amended.

Honorable President:

Your _____

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

Filed June 9, 1994
By Margaret Carter Deputy

ACTION OF THE COUNCIL:

Referred	To
Referred	To
Referred	To
Reported	Disposition
Re-referred	To
Reported	Disposition

Office of the Mayor
City of Seattle

Norman B. Rice, Mayor



June 30, 1994

Judith Pippin
City Clerk
Department of Finance
City of Seattle

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CITY OF SEATTLE
94 JUL -9 11:20:03
CITY CLERK

Dear Ms. Pippin:

I have reviewed and approved a revision to the charter of the Capitol Hill Housing Improvement Program (CHHIP). Enclosed is a blacklined copy of the charter showing the revision on the second page of the charter, Article IV, Purpose. Please file it in your records.

The revised charter will specifically clarify CHHIP Public Development Authority operations outside the limits of the Capitol Hill neighborhood and will acknowledge the PDA development of housing of varied types.

I have enclosed as well the record of the review and approval process. Please keep this as part of the public record regarding this charter revision. If you have any questions, please contact JoAnn Cowan, of the Office of Management and Budget, at 684-8064.

Sincerely,


Norman B. Rice

Enclosures

cc: Anne Levinson, Mayor's Office
JoAnne Cowan, Office of Management and Budget

CHARTER
OF
THE CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

ARTICLE I
NAME AND SEAL

The name of this corporation shall be the Capitol Hill Housing Improvement Program (hereinafter the "Program"). The corporation seal, as set forth below, shall be a circle with the name "CAPITOL HILL HOUSING IMPROVEMENT PROGRAM" and the word "SEAL" inscribed therein.
(SEAL)

ARTICLE II
AUTHORITY AND LIMIT ON LIABILITY

Section 1. Authority.

The Capitol Hill Housing Improvement Program is a public corporation organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-.755, and Seattle Municipal Code Ch. 3.110. As such a public corporation organized under said State and local laws, it is a political subdivision of the State with an area of operation limited to an area of the City of Seattle that lies within the Capitol Hill community.

Section 2. Limit on Liability.

All liabilities incurred by the Program shall be satisfied exclusively from the assets and properties of the Program and no creditor or other person shall have any right of action against the City of Seattle on account of any debts, obligations or liabilities of the Program.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Program's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Program.

The Capitol Hill Housing Improvement Program is organized pursuant to Seattle Municipal Code (SMC) 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-.755. RCW 35.21.750 provides as follows:
"All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commissions, or authority."

ARTICLE III

DURATION

The duration of the Program shall be perpetual.

ARTICLE IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached hereto and incorporated herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

ARTICLE V

POWERS

The program shall have and exercise all powers necessary or convenient to effect the purposes for which the Program is organized and perform authorized Program functions, including, without limitations, the power to:

1. Own and sell real and personal property;
2. Contract for any Program purpose with individuals, associations and corporation, and with a state, the United States, and any subdivision or agency of either;
3. Sue and be sued in its name;
4. Lend and borrow money;
5. Do anything a natural person may do;
6. Perform all manner and type of community services and activities utilizing federal or private funds;
7. Administer and execute federal grants and programs;
8. Receive and administer federal funds;
9. Provide and implement such municipal services as the City Council and Mayor may by ordinance direct;

10. Transfer, with or without consideration, any funds, real or personal property, property interests, or services received from Federal Government or private sources or, if otherwise legal, from a state or any of its political subdivisions or agencies;
11. Receive and administer private funds, goods or services for any lawful public purpose;
12. Purchase, lease, exchange, mortgage, encumber, improve, use, or otherwise transfer or grant security interests in real or personal property or any interests therein; buy and contract on deferred terms; grant or acquire options on real personal property; and contract regarding the income or receipts from real property;
13. Issue negotiable bonds and notes in conformity with Seattle Municipal Code 13.110.420 and 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 Program purposes; or to secure financial assistance from the United States or other sources for the Program projects and activities;
14. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals, or any other source, and to comply with the terms and conditions therefor;
15. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by any such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
16. Recommend to appropriate governmental authorities public improvements and expenditures in the Capitol Hill Community;
17. Recommend to the United States, a state, and any political subdivision or agency of either any property which if committed or transferred to the Program would materially advance the public purposes for which the Program is chartered;
18. Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;
19. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the Program may deem appropriate to maximize the public interest in the Capitol Hill Community;
20. Lend its funds, property, credit or services for Program purposes, or act as a surety or guarantor for Program purposes;
21. Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
22. Control the use and disposition of Program property, assets, and credit;
23. Invest and reinvest its funds;

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

24. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
25. Sponsor, lease, manage, construct, own or otherwise participate in housing projects where such activity furthers the public purpose for which the Program is chartered;
26. Maintain books and records as appropriate for the conduct of its affairs and as may be required by the City pursuant to its grant and contractual agreements;
27. Conduct the affairs of the Program, carry on its operations, and use its property as allowed by law and consistent with Seattle Municipal Code Ch. 3.110, its Charter, and its Rules and Regulations; name the Program officials, designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
28. Identify and recommend to the United States, a state, and any political subdivision or agency of either, the acquisition by the appropriate governmental entity--for transfer to or use by the Program--of property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purposes for which the Program is chartered;
29. Exercise and enjoy such powers as may be authorized by law.

ARTICLE VI

LIMITS

The Program, in all activities and transactions, shall be limited in the following respects:

1. All funds, assets or credit of the Program shall be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Program shall inure to the benefit of, or be distributable as such to, the Council members, officers of the Program or other private persons, except that the Program is authorized and empowered to:
 - a. Compensate the Program officials and others performing services for the Program a reasonable amount for services rendered, and reimburse reasonable expenses actually incurred in performing their duties;
 - b. Assist the Program officials as members of a general class of persons to be assisted by a Council-approved project or activity to the same extent as other members of the class as long as no special privilege or treatment accrues to such Program official by reason of his or her status or position in the Program;
 - c. Defend and indemnify any Program official (including employees), any former Program official, and their successors, against all costs, expenses, judgments, and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with or resulting from

any claim, action, or proceeding, civil or criminal, in which he or she is or may be made a party by reason of being or having been a Program official or by reason of any action alleged to have been taken or omitted by him or her as such official, provided that he or she was acting in good faith on behalf of the Program and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which Program officials may be entitled as a matter of law;

d. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for service than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Program's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

e. Purchase insurance to protect and hold personally harmless any of its officials (including its employees and agents) from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Program and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Council, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance.

2. No funds, assets, or property of the Program shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or substantial part of the activities of the Program be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of this State or the City Council; provided, however, that members and officials of the Program may respond to requests by contacting members of Congress, State legislators or City Council members for information and may appear before any such legislative body in connection with funding and other matters directly affecting the Program or its ability to carry out the purposes for which it is chartered.

3. The Program shall have no power of eminent domain nor any power to levy taxes or special assessments.

4. The Program 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. The Program shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its corporate officials, or engage in business for private gain.

ARTICLE VII

COUNCIL

Section 1. Council Composition.

The management of the Program shall be vested in the Council: The Council shall be composed of nine (9) members selected as follows:

1. Three (3) members shall be appointed by the Mayor.
2. Six (6) members shall be nominated and elected by the Constituency at large.

Section 2. City Council Confirmation.

The names of members appointed by the mayor and elected by the Constituency shall be promptly submitted to the City Council for confirmation. Any such person whose name and supporting documentation have been submitted to the City Council shall, unless and until his or her name has been rejected by the City Council, have full powers and responsibilities of a confirmed Council member. No such person shall have or purport to have or exercise such powers and responsibilities until his or her name and all supporting documentation required by the City Council have been submitted to the City Council for confirmation.

Section 3. Council Concurrence Required.

Prior 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 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 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 Program.
4. An action by the program as a surety or guarantor.
5. All transactions in which: (i) the consideration exchanged or received by the Program exceeds ten thousand dollars (\$10,000); (ii) the performance by the Program shall extend over a period of one year from the date of execution of an agreement therefor; or (iii) the Program assumes duties to the City, the State, the United States or other governmental entity.
6. Any project or activity outside the limits of the City.
7. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000).
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 to the Rules and Regulations.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

10. Any project or activity outside of the Capitol Hill Community upon a determination by the Council that each project or activity will further the purpose of the Program.

11. Such other transactions, duties and responsibilities as the Charter or Rules and Regulations shall have reposed in the Council or which require Council participation by resolution.

Section 4. Council Review.

At least quarterly, the Council shall review monthly statements of income and expenses which compare budgeted expenditures to actual expenditures. When the operating budget is in excess of one million dollars (\$1,000,000), the Council shall also review on a quarterly basis balance sheets for the previous three months. The Council shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 5. 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.

A quorum to commence a Council meeting shall be no fewer than a majority of the Council's total voting membership. Voting membership means the total number of voting positions on the Council authorized by the Charter, whether filled or vacant. Council members present at a duly convened meeting may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6. Elections, Terms of Office, Removal of Council Members, Recalls.

1. Election of Council Members.

The initial Council members shall be elected by an area-wide general election. Subsequent elections of Council members shall take place at an annual general meeting of the Constituency. A plurality vote of those constituents present at the meeting shall be necessary to elect any Council members. Such elections shall be conducted in accordance with the Rules and Regulations.

2. Terms of Office of All Council Members.

a. The terms of both elected and appointed Council members shall be three (3) years. The terms of members of the Council shall be staggered. The terms of the initial Council, however, shall be determined as follows:

(1) The initial Council members shall by resolution divide the members of the Council into three (3) classes, designated Class A, Class B and Class C.

(2) Initially, Class A members shall hold one (1) year terms, said terms to run until the annual general meeting held in 1977. Class B members shall hold two (2) year terms, said terms to run until the annual general meeting held in 1978. Class C members shall hold three (3) year terms said terms to run until the annual general meeting held in 1979. The terms of elected Council members will begin at the adjournment of the Constituency meeting at which they are elected.

3. Qualifications of Council Members.

All Council members elected by the Constituency shall be constituents of the Program.

4. Officers.

a. There shall be at least four (4) officers of the Program. The same person shall not occupy more than one (1) office at the same time. The initial offices shall be:

- (1) President;
- (2) Vice-President;
- (3) Secretary;
- (4) Treasurer

Any further offices, as well as the qualifications thereof, of the Program shall be provided for in the Rules and Regulations.

b. All Officers shall be elected by the Council. Only Council members shall be eligible to be elected as officers.

c. The President shall be chief executive of the Program. The Vice-President shall be his or her assistant. The Treasurer shall be responsible for the custody of funds and for the maintenance of accounts and finances and the Secretary for the maintenance of all Program books and records.

d. Each of the officers may initiate process and each shall be the agent of the Program for service of process.

e. The terms of office of each officer shall be set by the Rules and Regulations; provided, however, that no terms of office shall exceed three (3) years.

f. Those officers authorized by the Council to sign checks, thereby withdrawing funds from the Program bank account, shall file fidelity bonds in amounts determined by the Council.

5. Removal of Council Members and Officers by the Council.

a. If any elected Council member resigns, or becomes ineligible to serve, or becomes ineligible to serve, or becomes unable to serve, the Council shall elect a successor to serve until the next annual election, when a new Council member will be elected by the constituents to serve the remainder of the unexpired term.

b. If a Council member is elected to serve the unexpired term of a Council member who was serving as an elected officer, the Council shall elect separately a replacement for that position as well.

c. All elections by the Council to fill an unexpired term shall require the affirmative vote of a majority of the members of the Council present.

d. If a Council member is absent from all regular and special meetings over a ninety (90) day period, the other members of the Council, by a two-thirds (2/3) vote of members present, may deem that the member who has been absent has become unable to serve, and under this section may proceed with the election of a successor as outlined in 5a above or 5e below.

e. If a member appointed by the Mayor resigns, or becomes ineligible to serve or becomes unable to serve, the Council shall request that the Mayor appoint a new member to serve the balance of the unexpired term of such member.

6. Removal of Council Members by the City.

In addition to Intervention and Trusteeship, as provided in Seattle Municipal Code 3.110.440 and 3.110.450, respectively, if it is determined for any reason that any or all of the Council members should be removed from office, after a full public hearing, and after selection of appropriate replacements by the Mayor and City Council pursuant to this section, the Mayor and City Council may by ordinance remove any or all voting Council members from office. The term of any Council member removed pursuant to this section shall expire when the member receives a copy of the ordinance removing him or her from office and a letter signed by the Mayor advising him or her that he or she has been removed pursuant to this section. Any person appointed to the Council pursuant to this section shall be appointed by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are appointed and confirmed. The term of any person appointed and confirmed pursuant to this section shall begin at the expiration of the term of the person being replaced and shall continue until the regular expiration of the term of the position being filled.

7. Recall of Council Members.

a. A petition for the recall of any Community elected Council member may be initiated for referral to the Constituency by a three-fourths (3/4) vote of the Council present, provided that the attendance at the meeting shall be at least three-fourths (3/4) of the members of the Council. In the event that the Council approves a petition for recall of an elected Council member, the Constituency shall vote on said petition in the manner specified in Section c of this paragraph.

b. Alternatively, any elected Council member may be recalled by a vote of the Constituency if a petition for recall is presented to the Council signed by not less than one hundred (100) constituents.

c. In the event a petition for recall is properly made as specified in Sections a and b above, the Council, within six (6) weeks, will provide for a general meeting of the Constituency which will vote on the question to recall.

(1) If two-thirds (2/3) of the Constituency present at such general meeting vote to approve the petition, a replacement Council member shall be nominated and elected at that meeting.

(2) A quorum for a meeting to vote on a recall shall be one hundred fifty (150) constituents.

d. A petition for recall of a Council member may not be initiated within twelve (12) months of the date of the defeat by the Constituency of any previous recall of that same Council member.

Section 7. Executive Committee.

The Rules and Regulations may provide for an Executive Committee, which shall be appointed or removed by the Program, 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.

1. The Constituency of the Program shall consist of its general membership, which shall be open to all persons eighteen (18) years of age and over who are homeowners, property owners, tenants or residents within the Capitol Hill Community.

2. For purposes of notice and Constituency concurrence as defined in Article VIII, Section 4, the Constituency shall consist of members of record. Members of record are constituents who, within the previous twelve (12) months, are on record as having attended at least one Constituency or Council meeting or have requested notice.

Section 2. Powers of the Constituency.

In addition to the right to advise the Council concerning Program policy, the Constituency shall have the right to participate in the consideration of any of the following matters:

1. Nomination and election of Council members;
2. Recall of elected Council members in the manner provided in Article VII;
3. Calling of special meetings of the Council in the manner provided for in Article IX;
4. Such other matters specified by this Charter or the Rules and Regulations.

Section 3. Constituency Concurrence Required.

In addition to the powers granted it by Section 2, the concurrence of the Constituency shall be required on the following matters:

1. Any proposed amendments to the Charter;
2. Any proposed amendments to the Rules and Regulations of the Program if said amendment deals with matters which are within the power and responsibility of the Constituency as set forth in this section and in Section 2 of this Article;
3. Proposed amendments of the provisions of the Rules and Regulations governing procedures for meetings of the Constituency;
4. Annually fixing the compensation of Council members, if any, and the nature and limit of expenses incurred by Council members that may be reimbursed;
5. Election or selection of an independent auditor.

Section 4. Constituency Concurrence Defined.

Constituency concurrence, as used herein, shall be defined in the Rules and Regulations, except that matters requiring Constituency concurrence, as provided in Article VIII, Section 3, shall require an affirmative vote representing two-thirds (2/3) of the constituents voting on the issue, and at least 20 percent of the Constituency if it comprises less than 100 persons. If the Constituency comprises 100 persons or more, an affirmative vote of at least 19 percent of the Constituency shall be required.

ARTICLE IX

MEETINGS

Section 1. Constituency Meetings.

1. A Constituency meeting open to all constituents of the Program shall be held at least four (4) times each year, with the date, time and place to be selected by the Council. One of such Constituency meetings shall be denominated the "annual" meeting at which elections are to take place. The Rules and Regulations shall provide for the time of year and general location for meetings of the Constituency, including notice therefor. The Council or a committee thereof shall report to and receive comment from the Constituency at each quarterly meeting on matters upon which the Council has acted during the preceding quarter and on matters proposed for action during the next quarter.

2. Special meetings of the Constituency may be called by the Council, as provided by the Rules and Regulations.

3. If less than ninety (90) days have elapsed after the previous meeting, the Constituency shall have the right to call a Constituency meeting for a specified purpose, provided such purpose has already been reviewed by the Council, when a petition stating the purpose of such meetings is signed by twenty-five (25) members or more of the Constituency, except in cases of Recall and Discontinuance Petitions which require one hundred (100) signatures.

Such special meetings shall be limited to the purposes of the "Call for Meeting." Upon receipt of the petition for a "Call for Meeting" and certification of signatures, the Council shall be required to call such meetings within thirty (30) days.

4. If ninety (90) days have elapsed after the previous meeting and no meeting of the Constituency has been scheduled, any constituent or corporate official may call a special meeting to consider matters appropriate for a quarterly meeting of the Constituency. Notice of such meeting shall be given pursuant to the Rules and Regulations and the expense of such notice shall be borne by the Program.

Section 2. Open Public Meeting.

All Council meetings, including executive, all other permanent and ad hoc committee meetings, and Constituency meetings shall be open to the public to the extent required by RCW 42.30.010 et seq. The Council and committees may hold executive sessions to consider matters enumerated in RCW

42.30.010 et seq. or privileged matters recognized by law, and shall enter the cause therefor in its official journal. Notice of meetings shall be given in a manner consistent with RCW 42.30.010 et seq. In addition, the Program shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meetings, any citizen shall have a reasonable opportunity to address the Council either orally or by written petition. Voting by telephone is not permitted.

Section 3. Meetings of the Council.

1. The Council shall meet at least once each month.
2. Special meetings of the Council may be called as provided in the Rules and Regulations.
3. Any member of the Council, upon five (5) days' notice, may call a special meeting of the Council to consider matters appropriate to a regular meeting if twenty-five (25) days have elapsed since the previous Council meeting and no future meeting has been scheduled.

Section 4. Parliamentary Authority.

The rules contained in Robert's Rules of Order (Revised) shall govern the Program in all cases to which they are applicable where they are not inconsistent with the Charter or the special rules of order of the Program set forth in the Rules and Regulations.

Section 5. Minutes.

Copies of the minutes of all regular or special meetings of the Council shall be available to any person or organization that requests them. The minutes of all Council meetings shall include a record of individual votes on all matters requiring Council concurrence.

ARTICLE X

RULES AND REGULATIONS

The Council shall adopt Rules and Regulations to provide such rules for governing the program and its activities as are not inconsistent with this Charter. The adoption of the Rules and Regulations, and any amendments thereto, shall require an affirmative vote of a majority of the whole Council. The Rules and Regulations shall provide, among other things, for:

1. The existence of committees of the Program and the duties of any such committee;
2. Regular and special meetings of the Council and Constituency of the Program;
3. The method of selecting Program officers by the Council;
4. Suspension or removal of Program officials and conditions which would require such suspensions or removal;
5. Any matters set forth in Seattle Municipal Code 3.110.140 not inconsistent with the Charter or not provided for herein;
6. Additional classes of membership.

ARTICLE XI
AMENDMENTS TO CHARTER AND RULES AND REGULATIONS

Section 1. Proposals to Amend Charter or Rules and Regulations.

1. Proposals to amend the Charter or Rules and Regulations shall be presented in a format which strikes over material to be deleted and underlines new material.

2. Any Council member may introduce an amendment to the Charter or to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting, or at any special meeting prior to which thirty (30) days' advance notice has been given.

Section 2. Council Consideration of Proposed Amendments.

If notice of a proposed amendment to the Charter or to the Rules and Regulations, and information, including the text of the proposed amendment and a statement of its purpose and effect, is provided to members of the Council fifteen (15) days prior to any regular Council meeting or any special meeting of which thirty (30) days' advance notice has been given, then the Council may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Council may not vote on the proposed amendment until the next regular Council meeting or special meeting of which thirty (30) days' advance notice has been given, provided that such notice and information is provided to Council members at least fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 3. Vote Required for Amendments to Charter.

Resolutions of the Council approving amendments to the Charter require an affirmative vote representing two-thirds (2/3) of the Council members voting on the issue and a majority of the Council voting membership for adoption. If a Council resolution approving an amendment is adopted, the amendment shall be submitted to the Constituency for ratification in the manner specified in this Article.

Section 4. Vote Required for Amendments to Rules and Regulations.

The minimum vote that is required for the amendment, alteration, or repeal of the Rules and Regulations of the Program shall be an affirmative vote of a majority of the whole Council.

Section 5. Amendment Initiated by Constituency.

1. If the Council receives a petition signed by at least fifty (50) constituents seeking an amendment, then the Council shall certify such amendment and submit it to the Constituency for ratification in the manner specified in Section 6.

2. A petition made pursuant to this Section shall be presented to the Council not later than thirty (30) days before the Constituency meeting at which the proposed amendment is to be considered.

Section 6. Constituency Consideration of Proposed Amendment.

1. Notice, that a vote will be taken on a proposed amendment to the Charter or to provisions of the Rules and Regulations which require Constituency concurrence pursuant to Article VIII, Section 3, shall be provided to constituents thirty (30) days prior to the Constituency meeting at which a vote will be taken. The text of the proposed amendment and a statement of its purpose and effect shall be provided to constituents fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 7. Approval by Mayor.

After adoption of a proposed amendment to the Charter of the Program, as set forth herein, by the Council and Constituency, the proposed amendment shall be filed in duplicate with the City Comptroller. The Mayor may approve or disapprove the proposed amendment.

If the Mayor approves the proposed Charter amendment, he or she shall cause to be issued duplicate originals of the revised Charter, 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 the Program.

Section 8. Effective Date of Amendments to the Charter.

Amendments to the Charter proposed by the Program shall take effect and become part of the Charter upon the filing of the Mayor's approval with the Comptroller.

Section 9. Effective Date of Amendments to the Rules and Regulations.

Amendments to the Rules and Regulations shall not take effect until ten (10) days after filing of the same with the City Comptroller, unless such amendment (s) shall have been passed by unanimous vote of the Council and the Constituency (if affected by the amendment), and an earlier date be set.

ARTICLE XII

RECORDS AND REPORTING REQUIREMENTS

Section 1. Establishment and Maintenance of Office and Records.

The Program shall:

1. Maintain a principal office within the limits of the City;
2. File and maintain current with the Comptroller a listing of all officials, their positions, and their business and home addresses, their business and home phone numbers, the address of its principal office and all other offices used by it, and a current set of its Rules and Regulations; and
3. Maintain all Program records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14.

Section 2. Annual Report.

The Program shall:

1. Within three (3) months of the end of its fiscal year, file an annual report with the Comptroller, the City Council, and the Mayor's designee containing a certified statement of assets and liabilities, income and expenditures, and changes in its financial position during the previous year; a summary of significant accomplishments; a list of depositories used; a projected operating budget for the current fiscal year and a separate capital budget when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000); a summary of projects and activities to be undertaken during the current year; a list of Program officials and a list of officers bonded pursuant to Seattle Municipal Code 3.110.240(c); and

2. Within six (6) months of the end of its fiscal year, file an audited and Council-certified statement of assets and liabilities, income and expenditures, and changes in financial position.

Section 3. Public Records.

The public shall have access to records and information of the Program to the extent required by state law and City ordinance.

ARTICLE XIII
COMMENCEMENT

The Program shall come into existence and be authorized to take action at such time as the Initial Council takes office in accordance with Article VIII.

ARTICLE XIV
DISSOLUTION

Section 1. Dissolution.

Dissolution of the Program shall be in the form and manner required by law, City ordinance, and the Rules and Regulations. Upon dissolution of the Program and the winding up of its affairs, all of the rights, assets and property of the Program shall pass to and be distributed according to the terms of any applicable Grant Agreements or covenants with the Federal Government, or agreements with donors, or other parties made at the time of acquisition, or to a qualified entity specified in Seattle Municipal Code 3.110.490.

Section 2. Dissolution Statement.

Upon enactment of a resolution by the City Council for dissolution of the Program or by the Program for its own dissolution other than for purposes of merger or reorganization in a plan approved by the Mayor, the Program shall file a dissolution statement signed by its chief executive officer setting forth;

- (a) the name and principal office of the Program;
- (b) the debts, obligations, and liabilities of the Program, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of executory contracts; and the estimated time for completion of its dissolution;
- (c) any pending litigation or contingent liabilities;
- (d) the Council resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever the dissolution be voluntary; and
- (e) a list of persons to be notified upon completion of dissolution.

Section 3. Discontinuance of the Projects Authorized by the Program.

Projects of the Program may be discontinued by a vote of the Constituency under the following procedures:

1. A petition shall be presented to the Council signed by not less than one hundred (100) constituents.
2. The Council, within six (6) weeks, shall provide for a general meeting which will vote on the question to discontinue.
3. If two-thirds (2/3) of the constituents present at such general meeting vote to approve the petition, the Program will discontinue immediately after outstanding debts and contracts of the Project have been honored. All other assets of the Project shall be distributed to the Program; as well, any outstanding liabilities of the Project shall be assumed by the Program.
4. A quorum for a meeting to vote on discontinuance shall be one hundred fifty (150) constituents.
5. As used herein, the term "Project" shall mean a neighborhood improvement activity undertaken by the Program.

ARTICLE XV
MISCELLANEOUS

Section 1. Geographic Limitation.

The Program may conduct activities outside the City of Seattle upon a determination by the Council that each activity will further the purposes of the Program but only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto.

Section 2. Bonding.

The Treasurer of the Program, and any other officials responsible for Program accounts and finances, shall file with the Program fidelity bonds in an amount determined adequate and appropriate by the Council. Such officials may hold such positions only as long as such bonds continue in effect. The

Program shall notify the Mayor in its annual report of the officials responsible for Program funds, accounts and finances, the names of such officials and the amounts of the bonds prescribed for them, and confirm that such bonds are currently in effect.

Section 3. Safeguarding of Funds.

Program funds shall be deposited in a depository acceptable to the Mayor and be otherwise safeguarded pursuant to such instructions as the Mayor may from time to time issue.

Section 4. Insurance.

The Program shall maintain in full force and effect public liability insurance in an amount specified by the Mayor sufficient to cover potential claims for bodily injury, death or disability, and for property damage, which may arise from or be related to projects and activities of the Program, naming the City as an additional insured.

Section 5. Code of Ethics.

No current Program official or employee shall engage in conduct prohibited under Seattle Municipal Code 3.110.560. Uncompensated officials and employees and designated compensated employees shall annually by April 15 file statements of economic interest as required under Seattle Municipal Code 3.110.570. The Council shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final Council determinations under Seattle Municipal Code 3.110.580 shall be provided to the City Board of Ethics for its information. The City Board of Ethics, in its discretion, may comment on any determination and provide its comments to the Council.

Section 6. Discrimination Prohibited.

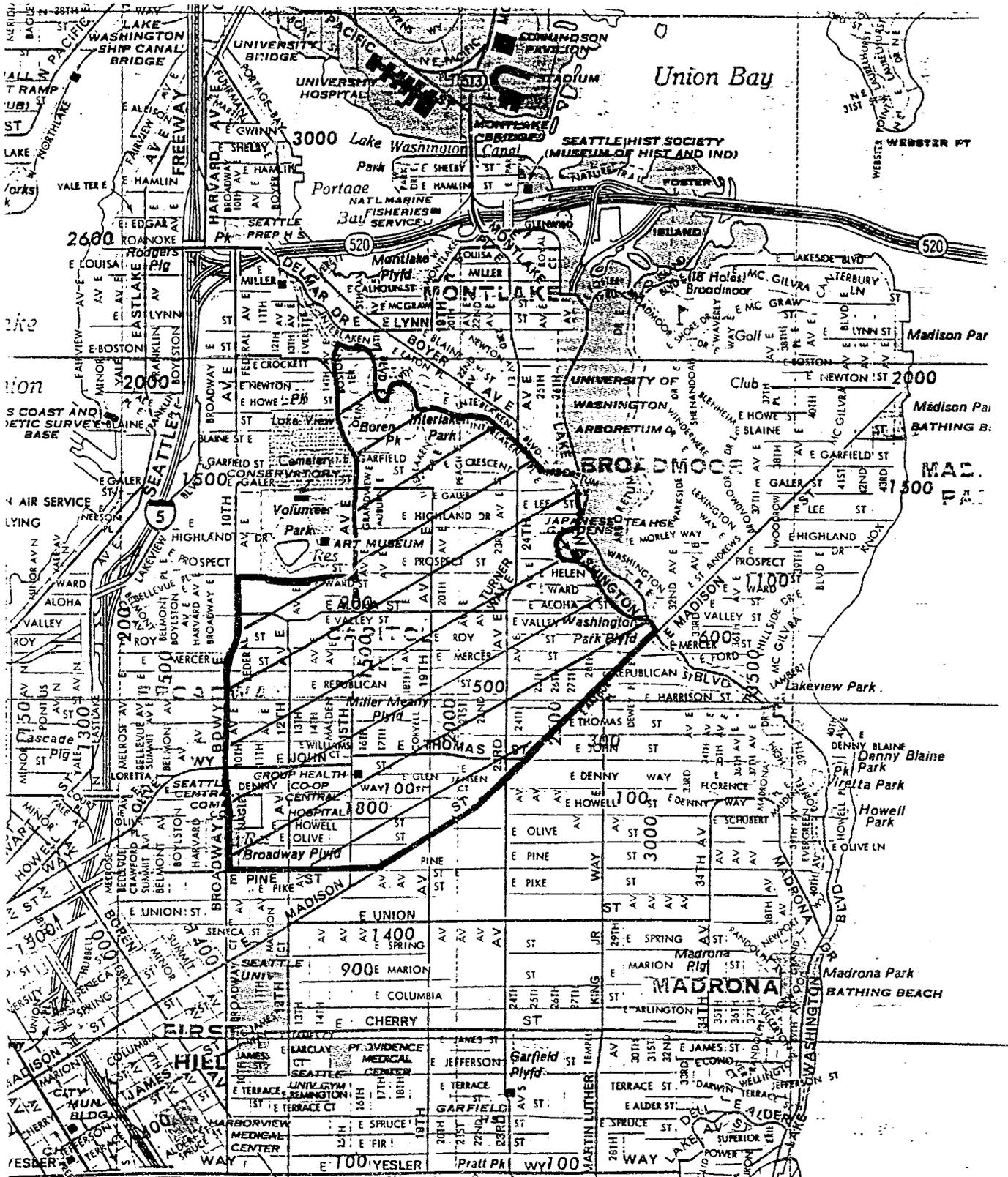
1. As provided in Seattle Municipal Code 3.110.260, neither Council nor Constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, material status, sexual orientation, political ideology, or the physical handicap of a capable person. The Council shall take steps to assure equality of employment opportunity as provided in the code.

2. Program use of funds provided to it by the City after January 1, 1985, shall be subject to the requirements of Seattle Municipal Code Chapter 20.46 (Women's and Minority Business Utilization).

Section 7. Nonexclusive Charter.

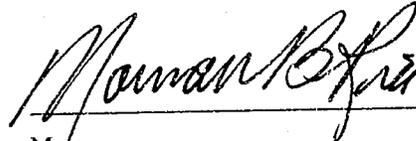
This Charter is nonexclusive and does not preclude the granting by the City of other charters to establish additional public corporations.

EXHIBIT 1
Capitol Hill Housing Improvement
Program
Program Boundaries



IT IS DUE TO THE QUALITY OF THE DOCUMENT.

This revised charter reflects the Charter as issued May 20, 1976, and amended on May 23, 1977 and December 4, 1984 together with the amendments proposed by the Capitol Hill Housing Improvement Program Council and Constituency on April 14, 1990 and approved by me this _____ day of _____, 1994.



Mayor

Attest _____

CHARTER
OF
THE CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

ARTICLE I
NAME AND SEAL

The name of this corporation shall be the Capitol Hill Housing Improvement Program (hereinafter the "Program"). The corporation seal, as set forth below, shall be a circle with the name "CAPITOL HILL HOUSING IMPROVEMENT PROGRAM" and the word "SEAL" inscribed therein.
(SEAL)

ARTICLE II
AUTHORITY AND LIMIT ON LIABILITY

Section 1. Authority.

The Capitol Hill Housing Improvement Program is a public corporation organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-.755, and Seattle Municipal Code Ch. 3.110. As such a public corporation organized under said State and local laws, it is a political subdivision of the State with an area of operation limited to an area of the City of Seattle that lies within the Capitol Hill community.

Section 2. Limit on Liability.

All liabilities incurred by the Program shall be satisfied exclusively from the assets and properties of the Program and no creditor or other person shall have any right of action against the City of Seattle on account of any debts, obligations or liabilities of the Program.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Program's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Program.

The Capitol Hill Housing Improvement Program is organized pursuant to Seattle Municipal Code (SMC) 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-.755. RCW 35.21.750 provides as follows:
"All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commissions, or authority."

ARTICLE III

DURATION

The duration of the Program shall be perpetual.

ARTICLE IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached hereto and incorporated herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

ARTICLE V

POWERS

The program shall have and exercise all powers necessary or convenient to effect the purposes for which the Program is organized and perform authorized Program functions, including, without limitations, the power to:

1. Own and sell real and personal property;
2. Contract for any Program purpose with individuals, associations and corporation, and with a state, the United States, and any subdivision or agency of either;
3. Sue and be sued in its name;
4. Lend and borrow money;
5. Do anything a natural person may do;
6. Perform all manner and type of community services and activities utilizing federal or private funds;
7. Administer and execute federal grants and programs;
8. Receive and administer federal funds;
9. Provide and implement such municipal services as the City Council and Mayor may by ordinance direct;

10. Transfer, with or without consideration, any funds, real or personal property, property interests, or services received from Federal Government or private sources or, if otherwise legal, from a state or any of its political subdivisions or agencies;

11. Receive and administer private funds, goods or services for any lawful public purpose;

12. Purchase, lease, exchange, mortgage, encumber, improve, use, or otherwise transfer or grant security interests in real or personal property or any interests therein; buy and contract on deferred terms; grant or acquire options on real personal property; and contract regarding the income or receipts from real property;

13. Issue negotiable bonds and notes in conformity with Seattle Municipal Code 13.110.420 and 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 Program purposes; or to secure financial assistance from the United States or other sources for the Program projects and activities;

14. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals, or any other source, and to comply with the terms and conditions therefor;

15. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by any such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;

16. Recommend to appropriate governmental authorities public improvements and expenditures in the Capitol Hill Community;

17. Recommend to the United States, a state, and any political subdivision or agency of either any property which if committed or transferred to the Program would materially advance the public purposes for which the Program is chartered;

18. Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request,

19. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the Program may deem appropriate to maximize the public interest in the Capitol Hill Community;

20. Lend its funds, property, credit or services for Program purposes, or act as a surety or guarantor for Program purposes;

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

22. Control the use and disposition of Program property, assets, and credit;

23. Invest and reinvest its funds;

24. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
25. Sponsor, lease, manage, construct, own or otherwise participate in housing projects where such activity furthers the public purpose for which the Program is chartered;
26. Maintain books and records as appropriate for the conduct of its affairs and as may be required by the City pursuant to its grant and contractual agreements;
27. Conduct the affairs of the Program, carry on its operations, and use its property as allowed by law and consistent with Seattle Municipal Code Ch. 3.110, its Charter, and its Rules and Regulations; name the Program officials, designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
28. Identify and recommend to the United States, a state, and any political subdivision or agency of either, the acquisition by the appropriate governmental entity--for transfer to or use by the Program--of property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purposes for which the Program is chartered;
29. Exercise and enjoy such powers as may be authorized by law.

ARTICLE VI

LIMITS

The Program, in all activities and transactions, shall be limited in the following respects:

1. All funds, assets or credit of the Program shall be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Program shall inure to the benefit of, or be distributable as such to, the Council members, officers of the Program or other private persons, except that the Program is authorized and empowered to:
 - a. Compensate the Program officials and others performing services for the Program a reasonable amount for services rendered, and reimburse reasonable expenses actually incurred in performing their duties;
 - b. Assist the Program officials as members of a general class of persons to be assisted by a Council-approved project or activity to the same extent as other members of the class as long as no special privilege or treatment accrues to such Program official by reason of his or her status or position in the Program;
 - c. Defend and indemnify any Program official (including employees), any former Program official, and their successors, against all costs, expenses, judgments, and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with or resulting from

any claim, action, or proceeding, civil or criminal, in which he or she is or may be made a party by reason of being or having been a Program official or by reason of any action alleged to have been taken or omitted by him or her as such official, provided that he or she was acting in good faith on behalf of the Program and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which Program officials may be entitled as a matter of law;

d. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for service than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Program's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

e. Purchase insurance to protect and hold personally harmless any of its officials (including its employees and agents) from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Program and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Council, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance.

2. No funds, assets, or property of the Program shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or substantial part of the activities of the Program be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of this State or the City Council; provided, however, that members and officials of the Program may respond to requests by contacting members of Congress, State legislators or City Council members for information and may appear before any such legislative body in connection with funding and other matters directly affecting the Program or its ability to carry out the purposes for which it is chartered.

3. The Program shall have no power of eminent domain nor any power to levy taxes or special assessments.

4. The Program 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. The Program shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its corporate officials, or engage in business for private gain.

ARTICLE VII

COUNCIL

Section 1. Council Composition.

The management of the Program shall be vested in the Council. The Council shall be composed of nine (9) members selected as follows:

1. Three (3) members shall be appointed by the Mayor.
2. Six (6) members shall be nominated and elected by the Constituency at large.

Section 2. City Council Confirmation.

The names of members appointed by the mayor and elected by the Constituency shall be promptly submitted to the City Council for confirmation. Any such person whose name and supporting documentation have been submitted to the City Council shall, unless and until his or her name has been rejected by the City Council, have full powers and responsibilities of a confirmed Council member. No such person shall have or purport to have or exercise such powers and responsibilities until his or her name and all supporting documentation required by the City Council have been submitted to the City Council for confirmation.

Section 3. Council Concurrence Required.

Prior 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 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 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 Program.
4. An action by the program as a surety or guarantor.
5. All transactions in which: (i) the consideration exchanged or received by the Program exceeds ten thousand dollars (\$10,000); (ii) the performance by the Program shall extend over a period of one year from the date of execution of an agreement therefor; or (iii) the Program assumes duties to the City, the State, the United States or other governmental entity.
6. Any project or activity outside the limits of the City.
7. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000).
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 to the Rules and Regulations.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

10. Any project or activity outside of the Capitol Hill Community upon a determination by the Council that each project or activity will further the purpose of the Program.

11. Such other transactions, duties and responsibilities as the Charter or Rules and Regulations shall have reposed in the Council or which require Council participation by resolution.

Section 4. Council Review.

At least quarterly, the Council shall review monthly statements of income and expenses which compare budgeted expenditures to actual expenditures. When the operating budget is in excess of one million dollars (\$1,000,000), the Council shall also review on a quarterly basis balance sheets for the previous three months. The Council shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 5. 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.

A quorum to commence a Council meeting shall be no fewer than a majority of the Council's total voting membership. Voting membership means the total number of voting positions on the Council authorized by the Charter, whether filled or vacant. Council members present at a duly convened meeting may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6. Elections, Terms of Office, Removal of Council Members, Recalls.

1. Election of Council Members.

The initial Council members shall be elected by an area-wide general election. Subsequent elections of Council members shall take place at an annual general meeting of the Constituency. A plurality vote of those constituents present at the meeting shall be necessary to elect any Council members. Such elections shall be conducted in accordance with the Rules and Regulations.

2. Terms of Office of All Council Members.

a. The terms of both elected and appointed Council members shall be three (3) years. The terms of members of the Council shall be staggered. The terms of the initial Council, however, shall be determined as follows:

(1) The initial Council members shall by resolution divide the members of the Council into three (3) classes, designated Class A, Class B and Class C.

(2) Initially, Class A members shall hold one (1) year terms, said terms to run until the annual general meeting held in 1977. Class B members shall hold two (2) year terms, said terms to run until the annual general meeting held in 1978. Class C members shall hold three (3) year terms said terms to run until the annual general meeting held in 1979. The terms of elected Council members will begin at the adjournment of the Constituency meeting at which they are elected.

IT IS DONE TO THE QUALITY OF THE DOCUMENT.

3. Qualifications of Council Members.

All Council members elected by the Constituency shall be constituents of the Program.

4. Officers.

a. There shall be at least four (4) officers of the Program. The same person shall not occupy more than one (1) office at the same time. The initial offices shall be:

- (1) President;
- (2) Vice-President;
- (3) Secretary;
- (4) Treasurer

Any further offices, as well as the qualifications thereof, of the Program shall be provided for in the Rules and Regulations.

b. All Officers shall be elected by the Council. Only Council members shall be eligible to be elected as officers.

c. The President shall be chief executive of the Program. The Vice-President shall be his or her assistant. The Treasurer shall be responsible for the custody of funds and for the maintenance of accounts and finances and the Secretary for the maintenance of all Program books and records.

d. Each of the officers may initiate process and each shall be the agent of the Program for service of process.

e. The terms of office of each officer shall be set by the Rules and Regulations; provided, however, that no terms of office shall exceed three (3) years.

f. Those officers authorized by the Council to sign checks, thereby withdrawing funds from the Program bank account, shall file fidelity bonds in amounts determined by the Council.

5. Removal of Council Members and Officers by the Council.

a. If any elected Council member resigns, or becomes ineligible to serve, or becomes ineligible to serve, or becomes unable to serve, the Council shall elect a successor to serve until the next annual election, when a new Council member will be elected by the constituents to serve the remainder of the unexpired term.

b. If a Council member is elected to serve the unexpired term of a Council member who was serving as an elected officer, the Council shall elect separately a replacement for that position as well.

c. All elections by the Council to fill an unexpired term shall require the affirmative vote of a majority of the members of the Council present.

d. If a Council member is absent from all regular and special meetings over a ninety (90) day period, the other members of the Council, by a two-thirds (2/3) vote of members present, may deem that the member who has been absent has become unable to serve, and under this section may proceed with the election of a successor as outlined in 5a above or 5e below.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

e. If a member appointed by the Mayor resigns, or becomes ineligible to serve or becomes unable to serve, the Council shall request that the Mayor appoint a new member to serve the balance of the unexpired term of such member.

6. Removal of Council Members by the City.

In addition to Intervention and Trusteeship, as provided in Seattle Municipal Code 3.110.440 and 3.110.450, respectively, if it is determined for any reason that any or all of the Council members should be removed from office, after a full public hearing, and after selection of appropriate replacements by the Mayor and City Council pursuant to this section, the Mayor and City Council may by ordinance remove any or all voting Council members from office. The term of any Council member removed pursuant to this section shall expire when the member receives a copy of the ordinance removing him or her from office and a letter signed by the Mayor advising him or her that he or she has been removed pursuant to this section. Any person appointed to the Council pursuant to this section shall be appointed by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are appointed and confirmed. The term of any person appointed and confirmed pursuant to this section shall begin at the expiration of the term of the person being replaced and shall continue until the regular expiration of the term of the position being filled.

7. Recall of Council Members.

a. A petition for the recall of any Community elected Council member may be initiated for referral to the Constituency by a three-fourths (3/4) vote of the Council present, provided that the attendance at the meeting shall be at least three-fourths (3/4) of the members of the Council. In the event that the Council approves a petition for recall of an elected Council member, the Constituency shall vote on said petition in the manner specified in Section c of this paragraph.

b. Alternatively, any elected Council member may be recalled by a vote of the Constituency if a petition for recall is presented to the Council signed by not less than one hundred (100) constituents.

c. In the event a petition for recall is properly made as specified in Sections a and b above, the Council, within six (6) weeks, will provide for a general meeting of the Constituency which will vote on the question to recall.

(1) If two-thirds (2/3) of the Constituency present at such general meeting vote to approve the petition, a replacement Council member shall be nominated and elected at that meeting.

(2) A quorum for a meeting to vote on a recall shall be one hundred fifty (150) constituents.

d. A petition for recall of a Council member may not be initiated within twelve (12) months of the date of the defeat by the Constituency of any previous recall of that same Council member.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Section 7. Executive Committee.

The Rules and Regulations may provide for an Executive Committee, which shall be appointed or removed by the Program, 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.

1. The Constituency of the Program shall consist of its general membership, which shall be open to all persons eighteen (18) years of age and over who are homeowners, property owners, tenants or residents within the Capitol Hill Community.

2. For purposes of notice and Constituency concurrence as defined in Article VIII, Section 4, the Constituency shall consist of members of record. Members of record are constituents who, within the previous twelve (12) months, are on record as having attended at least one Constituency or Council meeting or have requested notice.

Section 2. Powers of the Constituency.

In addition to the right to advise the Council concerning Program policy, the Constituency shall have the right to participate in the consideration of any of the following matters:

1. Nomination and election of Council members;
2. Recall of elected Council members in the manner provided in Article VII;
3. Calling of special meetings of the Council in the manner provided for in Article IX;
4. Such other matters specified by this Charter or the Rules and Regulations.

Section 3. Constituency Concurrence Required.

In addition to the powers granted it by Section 2, the concurrence of the Constituency shall be required on the following matters:

1. Any proposed amendments to the Charter;
2. Any proposed amendments to the Rules and Regulations of the Program if said amendment deals with matters which are within the power and responsibility of the Constituency as set forth in this section and in Section 2 of this Article;
3. Proposed amendments of the provisions of the Rules and Regulations governing procedures for meetings of the Constituency;
4. Annually fixing the compensation of Council members, if any, and the nature and limit of expenses incurred by Council members that may be reimbursed;
5. Election or selection of an independent auditor.

Section 4. Constituency Concurrence Defined.

Constituency concurrence, as used herein, shall be defined in the Rules and Regulations, except that matters requiring Constituency concurrence, as provided in Article VIII, Section 3, shall require an affirmative vote representing two-thirds (2/3) of the constituents voting on the issue, and at least 20 percent of the Constituency if it comprises less than 100 persons. If the Constituency comprises 100 persons or more, an affirmative vote of at least 10 percent of the Constituency shall be required.

ARTICLE IX

MEETINGS

Section 1. Constituency Meetings.

1. A Constituency meeting open to all constituents of the Program shall be held at least four (4) times each year, with the date, time and place to be selected by the Council. One of such Constituency meetings shall be denominated the "annual" meeting at which elections are to take place. The Rules and Regulations shall provide for the time of year and general location for meetings of the Constituency, including notice therefor. The Council or a committee thereof shall report to and receive comment from the Constituency at each quarterly meeting on matters upon which the Council has acted during the preceding quarter and on matters proposed for action during the next quarter.

2. Special meetings of the Constituency may be called by the Council, as provided by the Rules and Regulations.

3. If less than ninety (90) days have elapsed after the previous meeting, the Constituency shall have the right to call a Constituency meeting for a specified purpose, provided such purpose has already been reviewed by the Council, when a petition stating the purpose of such meetings is signed by twenty-five (25) members or more of the Constituency, except in cases of Recall and Discontinuance Petitions which require one hundred (100) signatures.

Such special meetings shall be limited to the purposes of the "Call for Meeting." Upon receipt of the petition for a "Call for Meeting" and certification of signatures, the Council shall be required to call such meetings within thirty (30) days.

4. If ninety (90) days have elapsed after the previous meeting and no meeting of the Constituency has been scheduled, any constituent or corporate official may call a special meeting to consider matters appropriate for a quarterly meeting of the Constituency. Notice of such meeting shall be given pursuant to the Rules and Regulations and the expense of such notice shall be borne by the Program.

Section 2. Open Public Meeting.

All Council meetings, including executive, all other permanent and ad hoc committee meetings, and Constituency meetings shall be open to the public to the extent required by RCW 42.30.010 et seq. The Council and committees may hold executive sessions to consider matters enumerated in RCW

42.30.010 et seq. or privileged matters recognized by law, and shall enter the cause therefor in its official journal. Notice of meetings shall be given in a manner consistent with RCW 42.30.010 et seq. In addition, the Program shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meetings, any citizen shall have a reasonable opportunity to address the Council either orally or by written petition. Voting by telephone is not permitted.

Section 3. Meetings of the Council.

1. The Council shall meet at least once each month.
2. Special meetings of the Council may be called as provided in the Rules and Regulations.
3. Any member of the Council, upon five (5) days' notice, may call a special meeting of the Council to consider matters appropriate to a regular meeting if twenty-five (25) days have elapsed since the previous Council meeting and no future meeting has been scheduled.

Section 4. Parliamentary Authority.

The rules contained in Robert's Rules of Order (Revised) shall govern the Program in all cases to which they are applicable where they are not inconsistent with the Charter or the special rules of order of the Program set forth in the Rules and Regulations.

Section 5. Minutes.

Copies of the minutes of all regular or special meetings of the Council shall be available to any person or organization that requests them. The minutes of all Council meetings shall include a record of individual votes on all matters requiring Council concurrence.

ARTICLE X
RULES AND REGULATIONS

The Council shall adopt Rules and Regulations to provide such rules for governing the program and its activities as are not inconsistent with this Charter. The adoption of the Rules and Regulations, and any amendments thereto, shall require an affirmative vote of a majority of the whole Council. The Rules and Regulations shall provide, among other things, for:

1. The existence of committees of the Program and the duties of any such committee;
2. Regular and special meetings of the Council and Constituency of the Program;
3. The method of selecting Program officers by the Council;
4. Suspension or removal of Program officials and conditions which would require such suspensions or removal;
5. Any matters set forth in Seattle Municipal Code 3.110.140 not inconsistent with the Charter or not provided for herein;
6. Additional classes of membership.

ARTICLE XI
AMENDMENTS TO CHARTER AND RULES AND REGULATIONS

Section 1. Proposals to Amend Charter or Rules and Regulations.

1. Proposals to amend the Charter or Rules and Regulations shall be presented in a format which strikes over material to be deleted and underlines new material.
2. Any Council member may introduce an amendment to the Charter or to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting, or at any special meeting prior to which thirty (30) days' advance notice has been given.

Section 2. Council Consideration of Proposed Amendments.

If notice of a proposed amendment to the Charter or to the Rules and Regulations, and information, including the text of the proposed amendment and a statement of its purpose and effect, is provided to members of the Council fifteen (15) days prior to any regular Council meeting or any special meeting of which thirty (30) days' advance notice has been given, then the Council may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Council may not vote on the proposed amendment until the next regular Council meeting or special meeting of which thirty (30) days' advance notice has been given, provided that such notice and information is provided to Council members at least fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 3. Vote Required for Amendments to Charter.

Resolutions of the Council approving amendments to the Charter require an affirmative vote representing two-thirds (2/3) of the Council members voting on the issue and a majority of the Council voting membership for adoption. If a Council resolution approving an amendment is adopted, the amendment shall be submitted to the Constituency for ratification in the manner specified in this Article.

Section 4. Vote Required for Amendments to Rules and Regulations.

The minimum vote that is required for the amendment, alteration, or repeal of the Rules and Regulations of the Program shall be an affirmative vote of a majority of the whole Council.

Section 5. Amendment Initiated by Constituency.

1. If the Council receives a petition signed by at least fifty (50) constituents seeking an amendment, then the Council shall certify such amendment and submit it to the Constituency for ratification in the manner specified in Section 6.
2. A petition made pursuant to this Section shall be presented to the Council not later than thirty (30) days before the Constituency meeting at which the proposed amendment is to be considered.

Section 6. Constituency Consideration of Proposed Amendment.

1. Notice, that a vote will be taken on a proposed amendment to the Charter or to provisions of the Rules and Regulations which require Constituency concurrence pursuant to Article VIII, Section 3, shall be provided to constituents thirty (30) days prior to the Constituency meeting at which a vote will be taken. The text of the proposed amendment and a statement of its purpose and effect shall be provided to constituents fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 7. Approval by Mayor.

After adoption of a proposed amendment to the Charter of the Program, as set forth herein, by the Council and Constituency, the proposed amendment shall be filed in duplicate with the City Comptroller. The Mayor may approve or disapprove the proposed amendment.

If the Mayor approves the proposed Charter amendment, he or she shall cause to be issued duplicate originals of the revised Charter, 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 the Program.

Section 8. Effective Date of Amendments to the Charter.

Amendments to the Charter proposed by the Program shall take effect and become part of the Charter upon the filing of the Mayor's approval with the Comptroller.

Section 9. Effective Date of Amendments to the Rules and Regulations.

Amendments to the Rules and Regulations shall not take effect until ten (10) days after filing of the same with the City Comptroller, unless such amendment (s) shall have been passed by unanimous vote of the Council and the Constituency (if affected by the amendment), and an earlier date be set.

ARTICLE XII

RECORDS AND REPORTING REQUIREMENTS

Section 1. Establishment and Maintenance of Office and Records.

The Program shall:

1. Maintain a principal office within the limits of the City;
2. File and maintain current with the Comptroller a listing of all officials, their positions, and their business and home addresses, their business and home phone numbers, the address of its principal office and all other offices used by it, and a current set of its Rules and Regulations; and
3. Maintain all Program records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14.

Section 2. Annual Report.

The Program shall:

1. Within three (3) months of the end of its fiscal year, file an annual report with the Comptroller, the City Council, and the Mayor's designee containing a certified statement of assets and liabilities, income and expenditures, and changes in its financial position during the previous year; a summary of significant accomplishments; a list of depositories used; a projected operating budget for the current fiscal year and a separate capital budget when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000); a summary of projects and activities to be undertaken during the current year; a list of Program officials and a list of officers bonded pursuant to Seattle Municipal Code 3.110.240(c); and
2. Within six (6) months of the end of its fiscal year, file an audited and Council-certified statement of assets and liabilities, income and expenditures, and changes in financial position.

Section 3. Public Records.

The public shall have access to records and information of the Program to the extent required by state law and City ordinance.

ARTICLE XIII
COMMENCEMENT

The Program shall come into existence and be authorized to take action at such time as the Initial Council takes office in accordance with Article VIII.

ARTICLE XIV
DISSOLUTION

Section 1. Dissolution.

Dissolution of the Program shall be in the form and manner required by law, City ordinance, and the Rules and Regulations. Upon dissolution of the Program and the winding up of its affairs, all of the rights, assets and property of the Program shall pass to and be distributed according to the terms of any applicable Grant Agreements or covenants with the Federal Government, or agreements with donors, or other parties made at the time of acquisition, or to a qualified entity specified in Seattle Municipal Code 3.110.490.

Section 2. Dissolution Statement.

Upon enactment of a resolution by the City Council for dissolution of the Program or by the Program for its own dissolution other than for purposes of merger or reorganization in a plan approved by the Mayor, the Program shall file a dissolution statement signed by its chief executive officer setting forth;

IT IS USE TO THE QUALITY OF THE DOCUMENT.

- (a) the name and principal office of the Program;
- (b) the debts, obligations, and liabilities of the Program, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of executory contracts; and the estimated time for completion of its dissolution;
- (c) any pending litigation or contingent liabilities;
- (d) the Council resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever the dissolution be voluntary; and
- (e) a list of persons to be notified upon completion of dissolution.

Section 3. Discontinuance of the Projects Authorized by the Program.

Projects of the Program may be discontinued by a vote of the Constituency under the following procedures:

1. A petition shall be presented to the Council signed by not less than one hundred (100) constituents.
2. The Council, within six (6) weeks, shall provide for a general meeting which will vote on the question to discontinue.
3. If two-thirds (2/3) of the constituents present at such general meeting vote to approve the petition, the Program will discontinue immediately after outstanding debts and contracts of the Project have been honored. All other assets of the Project shall be distributed to the Program; as well, any outstanding liabilities of the Project shall be assumed by the Program.
4. A quorum for a meeting to vote on discontinuance shall be one hundred fifty (150) constituents.
5. As used herein, the term "Project" shall mean a neighborhood improvement activity undertaken by the Program.

ARTICLE XV

MISCELLANEOUS

Section 1. Geographic Limitation.

The Program may conduct activities outside the City of Seattle upon a determination by the Council that each activity will further the purposes of the Program but only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto.

Section 2. Bonding.

The Treasurer of the Program, and any other officials responsible for Program accounts and finances, shall file with the Program fidelity bonds in an amount determined adequate and appropriate by the Council. Such officials may hold such positions only as long as such bonds continue in effect. The

Program shall notify the Mayor in its annual report of the officials responsible for Program funds, accounts and finances, the names of such officials and the amounts of the bonds prescribed for them, and confirm that such bonds are currently in effect.

Section 3. Safeguarding of Funds.

Program funds shall be deposited in a depository acceptable to the Mayor and be otherwise safeguarded pursuant to such instructions as the Mayor may from time to time issue.

Section 4. Insurance.

The Program shall maintain in full force and effect public liability insurance in an amount specified by the Mayor sufficient to cover potential claims for bodily injury, death or disability, and for property damage, which may arise from or be related to projects and activities of the Program, naming the City as an additional insured.

Section 5. Code of Ethics.

No current Program official or employee shall engage in conduct prohibited under Seattle Municipal Code 3.110.560. Uncompensated officials and employees and designated compensated employees shall annually by April 15 file statements of economic interest as required under Seattle Municipal Code 3.110.570. The Council shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final Council determinations under Seattle Municipal Code 3.110.580 shall be provided to the City Board of Ethics for its information. The City Board of Ethics, in its discretion, may comment on any determination and provide its comments to the Council.

Section 6. Discrimination Prohibited.

1. As provided in Seattle Municipal Code 3.110.260, neither Council nor Constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, material status, sexual orientation, political ideology, or the physical handicap of a capable person. The Council shall take steps to assure equality of employment opportunity as provided in the code.

2. Program use of funds provided to it by the City after January 1, 1985, shall be subject to the requirements of Seattle Municipal Code Chapter 20.46 (Women's and Minority Business Utilization).

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.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

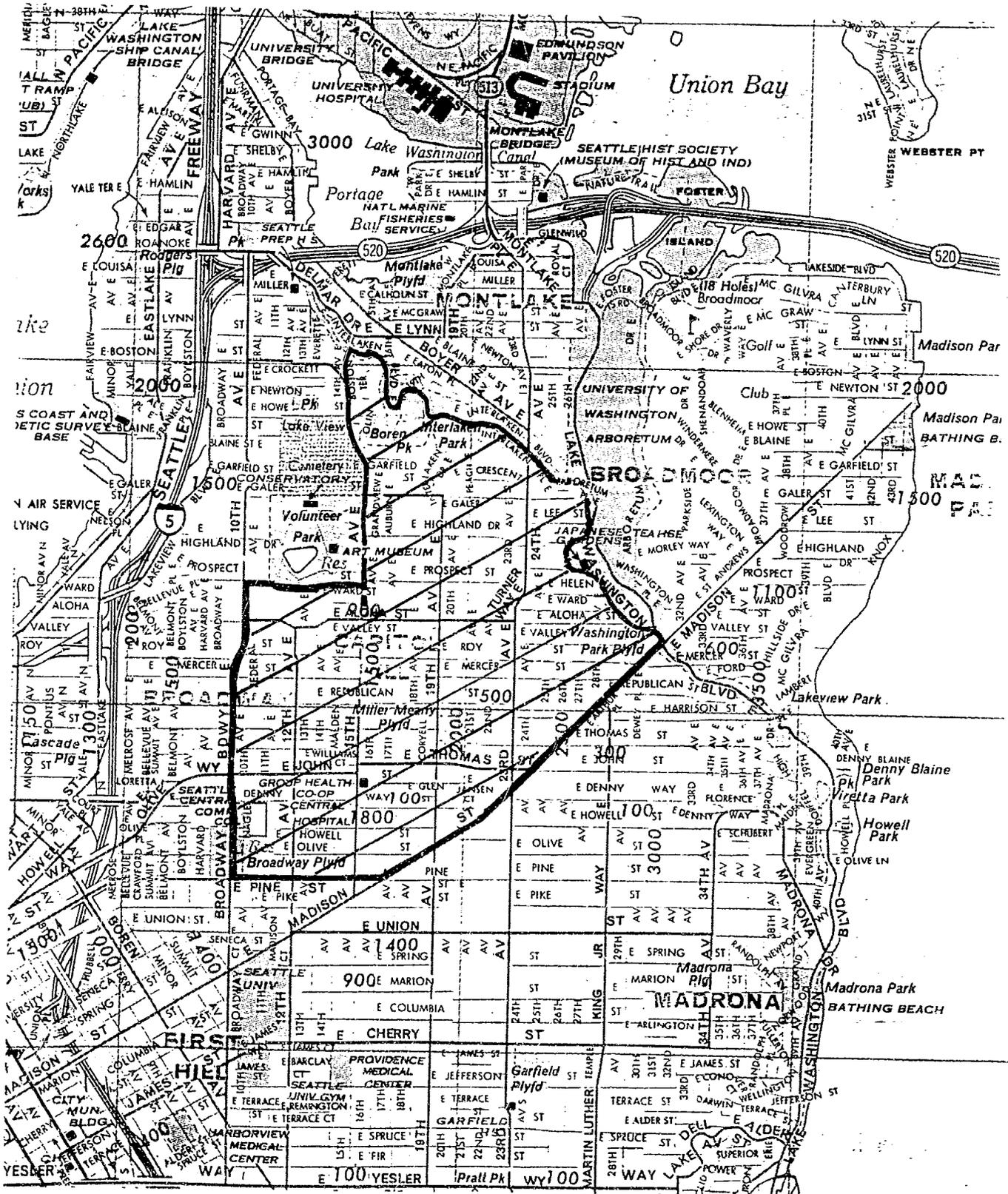
This revised charter reflects the Charter as issued May 20, 1976, and amended on May 23, 1977 and December 4, 1984 together with the amendments proposed by the Capitol Hill Housing Improvement Program Council and Constituency on April 14, 1990 and approved by me this _____ day of _____, 1994.

Mayor

Attest _____

IT IS DUE TO THE QUALITY OF THE DOCUMENT.
THE DOCUMENT IN THIS FOLDER IS LESS CLEAR THAN THIS NOTICE

EXHIB 1
Capitol Hill Housing Improvement
Program
Program Boundaries



IT IS DONE TO THE QUALITY OF THE DOCUMENT.

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE WA 98112 (206) 329-7303

Council Meeting
 February 12, 1990
 =====

Council Members Present: Carla DewBerry, Bill Longbrake,
 James Nicoloro, Winnie Sargent, Judith Gille

Staff Present: Chuck Weinstock

1. Call to Order: The meeting was called to order at 7:10 pm by Carla, Council President. The minutes of the January meeting were reviewed. One change was made to note that Judith Gille was present and Sam Jacobs was absent. The minutes were approved as amended. Motion by Winnie, second by Bill and approved unanimously.

2. Presidents Report: Carla reported that Cal Meredith will be relocating to California due to a job change. He is uncertain if he will be able to attend Council meetings, though he will try. Since his term ends in April, it was decided to not fill the vacancy before the election at the Annual Meeting in April. Due to Cal's departure, the Mayoral vacancy, and the upcoming Annual Meeting Sam and Winnie were appointed as the Nominating Committee.

3. Treasurer's Report:

A. Single Signature Checks: Approved as listed.

B. Financial Statements: The year end operating report was reviewed. The year ended with an operating deficit of about \$30,000. This was primarily due to the extra audit costs (about \$20,000 in 1989 costs over budget) and less corporate or foundation grants than projected. Also contributing to the loss was the fact that the Maintenance Services Program generated less income than projected. Staff turn over rather than lack of work was the primary reason. During 1990 we need to look more carefully at the rate charged, overhead and if MSP can ever be break even. Overall CHHIP generated about 49% of its operating budget from its own activities, 32% from corporate/foundation grants, and 19% from the City. Resolution 88-05 was made by Judith, seconded by James authorizing the transfer of the remaining balance of the Emergency Operating Reserve in the amount (approximately \$27,632) to offset the 1989 Operating deficit as well as other such funds as may be appropriate. The motion passed unanimously.

C. Cash Management and Investment Report-January

It was noted that rates are down slightly. The report was reviewed and approved.

4. Executive Director's Report:

Chuck reported that the State Audit for 1988 was completed. Chuck has met with the auditors and they report

PDA APPROVAL
 BACK UP - PROCESS

no significant findings and that all items from the last audit were rectified.

Fundraising efforts continue. On the corporate front a proposal has been submitted to Wright Runstad. We have requested an application from the SeaFirst Foundation and are still awaiting word from PFF that they are prepared to accept applications. Individual contributions will start this month with the Board campaign. Carla agreed to send a letter to each Board member requesting a financial contribution. As last year, each member will be asked to give based on their own assessment of what they can afford. No individual amounts will be reported. As noted last year it is an important sign to other outside funders that all Board members are contributors. Carla also agreed to draft the letter to the community for the Washington Mutual match. Addis had previously agreed to develop the list of names from Board members of possible donors.

Fee for service revenue is looking positive if all projects receive financing as projected. We have budgeted development fee and construction management fees for the Melrose totalling \$67,000, construction management for the Bremer at \$27,000, Tiltsonian refinance at \$1,000 and Melrose management fee of \$2,000. We should look at offsetting CHHIP time in the New Eagle from the Capital Project Fund since it is an expense which can be capitalized. It is not clear at this time how much of these fees can be realized in 1990.

Considerable time was spent educating legislators regarding the effects of SB 6474. At the request of Sen. Al Williams' staff, CHHIP examined the bill and reported on its impact on our ability to efficiently perform our mission. As a result of this effort several key changes were made.

Chuck also reported on two personnel changes. Deirdre Kuring resigned as Property Manager to take another job with a large private developer. It was a good career move for her. A new Resident Manger was selected for the Bremer, Jim Hobson.

5. Committee Reports:

A. Property Development: The staff report was reviewed. Resolution 89-04 authorizing submission of an application for funding to the City and to LISC for pre-development costs was made by Bill, seconded by James and approved unanimously. Chuck reviewed the conditions of the Fund Reservation proposal from the City of Seattle for the New Eagle project. Resolution 90-06 authorizing Chuck to accept with a cover letter noting the financing assumptions was made by Bill, seconded by Winnie and passed unanimously.

B. Property Management: No report. It was noted that Deirdre's departure would delay the Maintenance/Replacement Reserve information.

In response to the staff report it was noted that CHHIP has not changed the Elizabeth Dean Wells budget and that the projected rent increase is not being collected but is not waived. Judith reported that there was "confusion" regarding the MHC Board meeting where the budget was discussed.

Chuck agreed to contact Susan Heck regarding her interest in staffing the Mutual Task Force. Susan will be out of town until early April. A schedule will be established.

C. Personnel/Finance: Bill reported long term interest rates were up and so the property refinance may need to be deferred until summer. Work in preparation continues.

6. Old Business

Use of the Emergency Operating Reserve was discussed as noted above.

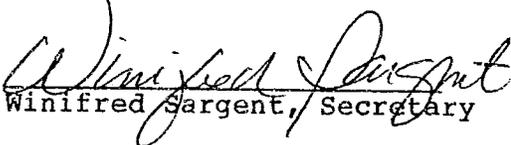
7. New Business

A. A date for the 1990 Annual Meeting was discussed. Saturday, April 14th at 3:00 pm was selected. The meeting will be held at the Firestation.

B. Chuck reported that he had spoken with Hugh Spitzer, bond counsel, regarding tax exempt financing issues. It was noted that it would be a good idea to amend CHHIP's Charter to affirmatively state that CHHIP can undertake projects outside of Capitol Hill. While there was no problem with past projects, it would be "cleaner" from a bond opinion point of view. In addition, it was noted that at its retreat the Board had decided that it was desirable to consider projects outside the neighborhood on their own merit and not just ones which directly impact Capitol Hill. To accomplish both objectives, a Charter change would be necessary. Chuck reviewed the process for Charter changes and timeline. Resolution 90-07 was made by Judith and seconded by James to place a proposal for a Charter change on the March Board agenda and for the Executive Committee to review and recommend specific language. The motion passed unanimously.

8. Meeting adjourned at 8:40pm.

Attested,


Winifred Sargent, Secretary

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT

402 15th AVENUE EAST

SEATTLE, WA 98112

(206) 329-7303

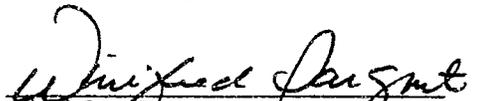
RESOLUTION 90-07

- WHEREAS, CHHIP has been asked to consider projects outside the technical boundaries of Capitol Hill; and
- WHEREAS, CHHIP from time to time has received requests for assistance and to expand its activities outside of Capitol Hill by community groups, non-profit corporations and City officials; and
- WHEREAS, based on a specific set of findings in support of such action, CHHIP has undertaken projects outside Capitol Hill which have furthered the goals of the organization consistent with its current mission; and
- WHEREAS, the CHHIP Council has found that while Capitol Hill should remain a priority geographic area for CHHIP, it is prudent for reasons of efficiency, economies of scale and mission to undertake special projects outside of Capitol Hill; and
- WHEREAS, legal counsel has advised CHHIP that it would be desirable to have more explicit authority to undertake such projects for the purpose of utilizing tax exempt financing; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF CHHIP AS FOLLOWS:

1. A proposal shall be developed by the Executive Director and Executive Committee for consideration by the CHHIP Council at its March meeting to amend Article V, Purpose, of the CHHIP Charter.

Attested,


Winifred Sargent, Secretary
February 12, 1990

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT

402 15th AVENUE EAST SEATTLE WA 98112 (206) 329-7303

To: Members of the CHHIP Council

From: Chuck Weinstock, Executive Director @

Re: Text and Statement of Effect and Purpose of Proposed CHHIP Charter Change.

Date: February 22, 1990

At the February Board meeting we discussed a proposed change to the CHHIP Charter. The change would amend (add to) Article IV, Purpose. The Article would be amended to read as shown below. The added language is underlined.

Article IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

Background

There are two primary reasons for the changes. First, at the annual Planning Meeting of the CHHIP Council held on October 28, 1989, the Council concluded that it was desirable for CHHIP not to be limited exclusively to Capitol Hill. Capitol Hill will remain a focus and priority in that we will proactively seek to do projects in the neighborhood. In addition, however, we would be open to developing projects, especially for households with children, outside of Capitol Hill. The principle benefits to CHHIP and the Capitol Hill Community would be increasing economies of scale, efficiently utilizing CHHIP staff capabilities, spreading overhead expenses over a greater number of units and decreasing pressure on Capitol Hill housing stock due to increased homelessness, disinvestment or lack of adequate affordable priced units in other neighborhoods. Inasmuch as we have previously done projects outside Capitol Hill (Bremer, Gale Place), this builds on and somewhat incrementally expands our current philosophy.

The second reason for the changes stems from a suggestion by bond counsel used by CHHIP for tax exempt financing. Adding these changes would further clarify our ability to undertake projects outside the geographic boundaries of Capitol Hill. The addition to purpose would clarify our ability to do projects like the acquisition and renovation of Firestation Seven which are generally consistent with "preserving, improving, and restoring the quality of the neighborhood". While the current language is adequate, being explicit gives bond counsel the greatest comfort level when issuing opinions for tax exempt financing.

Process

Amendments to the Charter must be approved by an affirmative vote of two-thirds of the Constituency and approved by the Mayor. An amendment may be initiated by the Council by two-thirds affirmative vote. The overall process is as follows:

<u>Step</u>	<u>Notice</u>	<u>Projected Date</u>
Notice to Council Members	30 days	February 12
Text and Purpose of Change Council Meeting	15 days	February 22 March 12*
Notice to Constituency	30 days	Feb 28, Mar 1
Text and Purpose of Change Constituency Concurrence	15 days	March 30 April 14*
Mayoral Approval		

* scheduled date

Notice to Council members was provided via agenda to the Council meeting of February 12 and by resolution at that meeting. Notice of Text and Purpose is provided via this memorandum. Consideration by the CHHIP Council is scheduled for March 12, 1990. The proposed change would then be presented to the Constituency at the Annual Meeting to be held April 14, 1990.

Proposed Change to CHHIP Charter to be considered at 1990 Annual Meeting

Language to be added is underlined and language to be deleted is stricken through.

Article IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

ANNUAL MEETING

APRIL 14, 1990

SIGN IN SHEET

Name	Address	Telephone
Ikeal Barney	926 11th E	324-2265
Chuck Westminster	402 15th Ave E	329-7303
Winnie Sargent	5711 NE 75	524-2353
Barbara Solomon	932-11 East	329-1703
John Pender	528 17 East	329-1697
Dorson Heck	1106 E. THOMAS	324-2037
Judith Gille	621 16th Ave E	324-6587
John Jacob	433 16th Ave E	322-5841
Joana Foot	318 11th Ave E #3	328-4062
Bill Longbrake	939 18th Ave E	322-4448
Martha Longbrake	939 18th Ave E	322-4448
Eleanor Gorge	946-20th Ave East	324-1751
Carla Newberry	946-20th Ave E	324-1751
Christopher Heck	1106 E. THOMAS ST.	324-2037

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE, WA 98112 (206) 329-7303

CHHIP ANNUAL MEETING

3:00 PM
April 14, 1990

AGENDA

1. Welcome.....Carla DewBerry
Purpose of Meeting
2. Program Report.....Chuck Weinstock
 - a. 1989 Accomplishments
 - b. 1990 Goals
3. Financial Report.....Bill Longbrake
 - a. Financial Summary 1989
 - b. Annual Budget 1990
 - c. Selection of Independent Auditor
4. Election for CHHIP Board.....Winnie Sargent
 - a. Report of Nominations Committee
 - b. Election
5. New Business.....Carla DewBerry
 - a. Consideration of Amendment to CHHIP Charter
6. Adjourn

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE, WA 98112 (206) 329-7303

COUNCIL MEETING
MARCH 12, 1990
=====

Council Members Present: Carla DewBerry, Bill Longbrake, Sam Jacobs, Judith Gille, Winifred Sargent

Staff Present: Chuck Weinstock

1. Call to Order: The meeting was called to order at 7:15 PM by Carla. Minutes of the February meeting were read. Motion to accept was made by Bill, seconded by Winnie and passed unanimously.

2. President's Report: None.

3. Treasurer's Report:

A. Single Signature Checks: Approved as listed.

B. Financial Summary: Operating revenues were generally on track. Reimbursement under our Block Grant contract with the City can be sought as soon as they return our 1990 agreement. Development fees will be received for the SEHS project next month though some has been recognized as 1989 income. The Melrose is the major (development) fee generating project for the year. No new corporate/foundation grants have been received. Expenses are under budget levels with no extraordinary costs expected.

C. Cash Management and Investment Report: Chuck noted that the TDR proceeds for the Bremer have been segregated into one account as required. Interest earnings accrue to that use only. Other investments are averaging a little over 8.1%.

A motion was made by Sam, seconded by Judith to approve the Financial Summary and Cash Management Report as presented. Motion approved unanimously.

4. Executive Director's Report:

Chuck reported on several personnel matters. A new Director of Property Management, Joanne Quinn, was selected from a strong field of candidates. She worked previously for Plymouth Housing Group and Pike Market PDA. In addition, Jim Hobson was hired as Resident Manager for the Bremer. Next Chuck will focus on the Bremer Assistant Manager and Administrative Assistant positions.

This month staff time was focussed on the preparation of the Melrose and Bremer proposals to the City. Staff worked very hard and long. Project details are covered in the Property Development Committee report. Both proposals were well received and are proceeding through the review process.

The "PDA" Bill passed both houses in its amended form and has been sent to the Governor for signature.

On the fundraising front we have one proposal pending with Wright-Runstad. Our Block Grant contract will be about \$500 larger than last year. No other proposals are in process with Seafirst and PFF our next planned requests.

5. Committee Reports:

A. Property Development: The staff report was reviewed in detail. Chuck provided an overview of the financing structure of the Melrose (see chart titled Melrose Apartments Interim Financing). DCD will require CHHIP to have interim financing equal to all development costs except certain costs related to final closing and CHHIP fees. Resolution 90-08 was made by Sam, seconded by Bill to authorize CHHIP to provide up to \$90,000 from the Capital Projects Fund as interim financing for the Melrose conditioned on having a commitment from PFF for take-out financing.

B. Property Management: The staff report was reviewed. It was noted that the dumpster problem at Elizabeth Dean Wells was still unresolved. The key activity for the month will be obtaining tax exempt status for all qualifying properties. Currently this includes Bremer, Park Hill, Four-Ten, and Gale Place. We will be seeking exemption for the first time for the Maxwell and Elizabeth Dean Wells.

C. Personnel/Finance: The committee did not meet last month. The next meeting will focus on reviewing all Committee tasks for 1990.

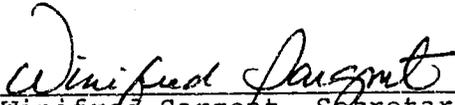
Chuck reminded the Council that each MHC-CH building has a small checking account used to pay routine building expenses. These are technically trust accounts for CHHIP and use our Tax ID number. As a result, CHHIP should authorize signatories to those accounts. Resolution 90-09 was made by Judith, seconded by Bill to delegate approval to the Executive Director so long as the two MHC-CH signers were the Building Finance Coordinator and one other building member from another household and provided this method was reviewed by the MHC Task Force this Spring. The resolution passed unanimously.

6. Old Business: The proposal to change the CHHIP Charter was discussed. Chuck's memo outlining the rationale and effect of the changes was reviewed. The Board was notified as required by the Charter. Resolution 90-10 was made by Bill, seconded by Judith recommending the Charter change to the Constituency at the Annual Meeting. The motion passed unanimously.

7. New Business: Carla noted that with Cal's resignation due to his move we have one Constituency vacancy and one Mayoral vacancy. At the request of the Executive Committee Chuck had prepared an analysis of Board skills and gender and racial make-up. It has been CHHIP's intent to have Board members with a variety of skills and to be reflective of the overall community. Key skills identified were development, construction/design and property management. Possible candidates for the Constituency positions were suggested including Martha Rose, Paige Chapel and Ted Granger. Judith will contact the first and Sam the latter two. Other members' terms expire in April. Chuck will contact James Nicoloro about his interest in serving another term. Winnie's term also expires and is willing to serve another term. Judith, who is filling the vacancy created by Margot Arellano, will run for a full term at the Annual Meeting (April 14th) as well.

The meeting was adjourned at 8:45 PM.

Attested,


Winifred Sargent, Secretary
March 12, 1990

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CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT

402 15th AVENUE EAST SEATTLE, WA 98112 (206) 329-7303

RESOLUTION 90-10

WHEREAS, CHHIP has been asked to consider projects outside the technical boundaries of Capitol Hill; and

WHEREAS, CHHIP from time to time has received requests for assistance and to expand its activities outside of Capitol Hill by community groups, non-profit corporations and City officials; and

WHEREAS, based on a specific set of findings in support of such action, CHHIP has undertaken projects outside Capitol Hill which have furthered the goals of the organization consistent with its current mission; and

WHEREAS, the CHHIP Council has found that while Capitol Hill should remain a priority geographic area for CHHIP, it is prudent for reasons of efficiency, economies of scale and mission to undertake special projects outside of Capitol Hill; and

WHEREAS, legal counsel has advised CHHIP that it would be desirable to have more explicit authority to undertake such projects for the purpose of utilizing tax exempt financing; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF CHHIP AS FOLLOWS:

1. A proposal shall be presented to the Constituency at the 1990 Annual Meeting to amend the CHHIP Charter. Article V, Purpose shall be amended to read (language to be added is underlined, no words deleted):

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities and facilities outside of these boundaries with Program Council approval.

2. The proposal shall be recommended by the Council for adoption by the Constituency.

Attested,

Winifred Sargent
Winifred Sargent, Secretary
March 12, 1990

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE WA 98112 (206) 329-7303

ANNUAL MEETING NOTICE

The Capitol Hill Housing Improvement Program (CHHIP) will hold its Annual Meeting on April 14, 1990 at 3:00 pm at 402 15th Avenue East. The agenda will include consideration of an amendment to the CHHIP Charter and nomination and election of members to the Board of Directors. There are three positions open and nominations are hereby requested. For more information call 329-7303.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Proposed Change to CHHIP Charter to be considered at 1990 Annual Meeting

Language to be added is underlined and language to be deleted is stricken through.

Article IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

Notice of Annual Meeting for The Capitol Hill Housing Improvement Program (CHHIP)

AFFIDAVIT OF PUBLICATION
STATE OF WASHINGTON
COUNTY OF KING

Anne MacFadden, being duly sworn on oath, deposes and says that she is the business manager of the Capitol Hill Times, a weekly newspaper. That said newspaper is a legal newspaper and is now and has been for more than six months prior to the date of the publications hereinafter referred to published in the English language continually as a weekly newspaper in Seattle in said county, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication. The annexed is a true copy of a NOTICE OF ANNUAL MEETING FOR THE CAPITOL HILL HOUSING IMPROVEMENT PROGRAM, APRIL 14TH, 1990, as it was published in regular entire issues (and not in supplement form of said newspaper once each week) for a period of one week, commencing on the March 7th, 1990, and ending on the March 7th, 1990, both dates inclusive, and that such newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$15.00, which amount has been paid in full, at the rate of \$7.50 per column inch for the first insertion .

The Capitol Hill Housing Improvement Program (CHHIP) will hold its Annual Meeting on April 14, 1990 at 3:00 pm at 402 15th Avenue East. The agenda will include consideration of an amendment to the CHHIP Charter and nomination and election of members to the Board of Directors. There are three positions open and nominations are hereby requested. For more information call 329-7303. Published March 7th, 1990 in The Capitol Hill Times.

Anne MacFadden

(Business Manager)

Subscribed and sworn to me this 7th day of March, 1990.

Denis W. Law

Notary Public in and for the State of Washington,
residing at Seattle, Washington

DENIS W. LAW
Notary Public
STATE OF WASHINGTON
My Comm. Exp. Oct. 24, 1990

Affidavit of Publication

STATE OF WASHINGTON,
COUNTY OF KING,

RON NORDBLAD

being duly sworn, says that he/she is the Principal Clerk of Seattle Times Company, publisher of THE SEATTLE TIMES and representing the SEATTLE POST-INTELLIGENCER, separate daily newspapers, printed and published in Seattle, King County, State of Washington; that they are newspapers of general circulation in said County and State; that they have been approved as legal newspapers by order of the Superior Court of King County; that the annexed, being a classified advertisement display advertisement, was published in: The Seattle Times Seattle Post-Intelligencer _____ and not in a supplement thereof, and is a true copy of the notice as it was printed in the regular and entire issue of said paper or papers on the following day or days February 25, 1990

_____ ;
and that said newspaper or newspapers were regularly distributed to its subscribers during all of said period.

Capital Hill Housing Improvement Program (CHHIP) will hold its annual meeting in April 14, 1990, at 3:00 p.m. at 402 151st Ave. E. The agenda will include consideration of an amendment to the CHHIP Charter and nomination and election of members to the Board of Directors. There are 3 positions open and nominations are hereby requested. For more information 329-7303.

Ron Nordblad

Subscribed and sworn to before me this Twenty-Eighth day of February, 1990

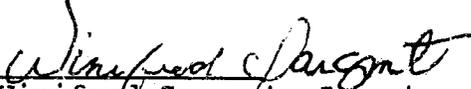
[Signature]

Notary Public in and for the State of Washington
residing at Seattle

The final item of business was consideration of an amendment to the CHHIP Charter. Chuck provided copies of the language changes to Article IV (attached). He explained the background for the changes and the effect the changes would have on CHHIP organizationally and financially. Carla reported that the amendment was being recommended by the Board to the Constituency. A motions was made by John Berdes, seconded by Bill Longbrake to approve the amendment as presented. The motion passed unanimously.

Carla asked if there was any additional new business from the floor. As there was none the meeting was adjourned at 4:15 PM.

Submitted by:


Winifred Sargent, Secretary

CHHIP ANNUAL MEETING**April 14, 1990****MINUTES**

The 1990 Annual Meeting was called to order at 3:05 PM by President Carla DewBerry. Carla welcomed everyone in attendance and noted that the CHHIP Board meets the second Monday of the month at the Fire Station. All meetings are open to the public. Carla reviewed the Agenda (attached) and asked if there were any proposed additions.

Chuck Weinstock, Executive Director, was asked to provide a report on 1989 accomplishments and projected activities for 1990. See attached notes.

Carla introduced Bill Longbrake, CHHIP Treasurer, to give the financial report. Bill presented the statement of the previous year's financial affairs. During 1989 CHHIP had operating revenue of \$762,763 and expenses of \$740,467. The 1990 Operating Budget was presented with \$910,278 in revenue and \$875,446 in expenses. As a general note Bill commented that CHHIP continues to increase self-generated revenue and the buildings are self-supporting. Next Bill reported that the CHHIP Board was recommending the selection of Deloitte and Touche as independent auditors for FY 1989. A motion to accept the financial report and the selection of Deloitte and Touche was made by John Berdes, seconded by Sam Jacobs was adopted unanimously.

Carla next introduced Winnie Sargent of the CHHIP Board to give the Nominating Committee report regarding election of members to the CHHIP Board. Winnie reported that there were three Constituency positions open. These are the positions held by James Nicoloro, Cal Mererdith, and Judith Gille. The Committee and Board considered the skills of possible candidates, time commitment and understanding of CHHIP's mission. The recommendation of the Committee is as follows:

1. James Nicoloro be re-elected to a new three year term
2. Judith Gille elected to fill the remainder of a term ending in 1991.
3. Paige Chapel elected to a new three year term.

Carla asked if there were any nominations from the floor. Hearing none a motion was made by Sam Jacobs, seconded by Joanna Foon to close the nominations. The motion passed. A ballot was then given to each eligible voter present. Winnie collected the ballots and reported that the three nominees were elected as presented.

R

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
AFFORDABLE HOUSING DEVELOPMENT AND MANAGEMENT
1535 11th AVENUE, SUITE 201 SEATTLE, WA 98122 (206) 329-7303

June 6, 1994

Mayor Norman B. Rice
Office of the Mayor
City of Seattle
Municipal Building, 12th Floor
Seattle, WA. 98104

RECEIVED
CITY CLERK
JUN 9 1994

Dear Mayor Rice,

Consistent with Article XI Section 7 of the CHHIP Charter, CHHIP hereby requests concurrence by the Mayor for an amendment to its Charter. Enclosed are two duplicate originals of the Charter as amended. All steps required of CHHIP for a Charter amendment have been completed.

The reasons for the change are two fold. First, from time to time CHHIP has been requested by community organizations and the City of Seattle to consider projects outside of Capitol Hill. Some of these have been within the generally recognized boundaries of Capitol Hill, but outside of the "initial" boundaries in CHHIP's Charter. Given that CHHIP was initially created for single family housing activities and now works exclusively with multi-family properties this is a somewhat logical result. Typically this has been in response to a problem property or preserving affordable housing opportunities. In most instances consideration of projects outside of Capitol Hill have been at the direct request of another community organization. In other cases we have responded at the behest of the City. This has resulted in a number of very successful partnerships and interventions. While the CHHIP Council very cautiously considers these situations, we have found that it can be in CHHIP's interest as well as serving broader community development objectives.

The second reason for the change relates to CHHIP's use of tax-exempt financing. While bond counsel has been comfortable issuing opinions to date, we have been advised that this change would clarify CHHIP's ability to do projects outside of its initial boundaries. This additional "comfort level" would reduce the matters already present in doing multiple fund projects.

In support of this request enclosed please find:

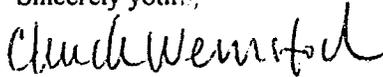
1. The changes proposed to the Charter (Article IV). Language to be added is underlined. No language is deleted.
2. Notice of Proposed Amendment to Council Members
 - Minutes of Council Meeting of February 12, 1990
 - Resolution 1990-07
 - Memorandum of February 22, 1990

3. CHHIP Council Consideration and Unanimous Approval
 - Minutes of Council Meeting of March 12, 1990
 - Resolution 1990-10
4. Notice to Constituency
 - Notice with Proposed Change
 - Newspaper Notice Affidavits
5. Approval by Constituency at Annual Meeting
 - Minutes of Annual Meeting of April 14, 1990.

You will note that the actual amendment occurred in 1990. After passing the amendment we were advised that it may not be necessary after all. Consequently it was put on hold. We now feel it is appropriate that the change be filed and certified by the City.

Please let me know if you require any additional information. Thank you in advance for your consideration of this request.

Sincerely yours,



Chuck Weinstock
Executive Director

cc Judith Phippen, City Clerk, Office of Finance
JoAnn Cowan, Office of Management and Budget

CHARTER
OF
THE CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

ARTICLE I
NAME AND SEAL

The name of this corporation shall be the Capitol Hill Housing Improvement Program (hereinafter the "Program"). The corporation seal, as set forth below, shall be a circle with the name "CAPITOL HILL HOUSING IMPROVEMENT PROGRAM" and the word "SEAL" inscribed therein.

(SEAL)

ARTICLE II
AUTHORITY AND LIMIT ON LIABILITY

Section 1. Authority.

The Capitol Hill Housing Improvement Program is a public corporation organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-.755, and Seattle Municipal Code Ch. 3.110. As such a public corporation organized under said State and local laws, it is a political subdivision of the State with an area of operation limited to an area of the City of Seattle that lies within the Capitol Hill community.

Section 2. Limit on Liability.

All liabilities incurred by the Program shall be satisfied exclusively from the assets and properties of the Program and no creditor or other person shall have any right of action against the City of Seattle on account of any debts, obligations or liabilities of the Program.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Program's principal and other offices. It shall also be printed or stamped on all contracts, bonds, and other documents that may entail any debt or liability by the Program.

The Capitol Hill Housing Improvement Program is organized pursuant to Seattle Municipal Code (SMC) 3.110 and RCW 35.21.660, 35.21.670, and 35.21.730-.755. RCW 35.21.750 provides as follows:
"All liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commissio.n.s, or authority."

ARTICLE III

DURATION

The duration of the Program shall be perpetual.

ARTICLE IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached hereto and incorporated herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

ARTICLE V

POWERS

The program shall have and exercise all powers necessary or convenient to effect the purposes for which the Program is organized and perform authorized Program functions, including, without limitations, the power to:

1. Own and sell real and personal property;
2. Contract for any Program purpose with individuals, associations and corporation, and with a state, the United States, and any subdivision or agency of either;
3. Sue and be sued in its name;
4. Lend and borrow money;
5. Do anything a natural person may do;
6. Perform all manner and type of community services and activities utilizing federal or private funds;
7. Administer and execute federal grants and programs;
8. Receive and administer federal funds;
9. Provide and implement such municipal services as the City Council and Mayor may by ordinance direct;

10. Transfer, with or without consideration, any funds, real or personal property, property interests, or services received from Federal Government or private sources or, if otherwise legal, from a state or any of its political subdivisions or agencies;

11. Receive and administer private funds, goods or services for any lawful public purpose;

12. Purchase, lease, exchange, mortgage, encumber, improve, use, or otherwise transfer or grant security interests in real or personal property or any interests therein; buy and contract on deferred terms; grant or acquire options on real personal property; and contract regarding the income or receipts from real property;

13. Issue negotiable bonds and notes in conformity with Seattle Municipal Code 13.110.420 and 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 Program purposes; or to secure financial assistance from the United States or other sources for the Program projects and activities;

14. Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals, or any other source, and to comply with the terms and conditions therefor;

15. Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by any such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;

16. Recommend to appropriate governmental authorities public improvements and expenditures in the Capitol Hill Community;

17. Recommend to the United States, a state, and any political subdivision or agency of either any property which if committed or transferred to the Program would materially advance the public purposes for which the Program is chartered;

18. Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;

19. Recommend to the United States, a state, and any political subdivision or agency of either such tax, financing, and security measures as the Program may deem appropriate to maximize the public interest in the Capitol Hill Community;

20. Lend its funds, property, credit or services for Program purposes, or act as a surety or guarantor for Program purposes;

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

22. Control the use and disposition of Program property, assets, and credit;

23. Invest and reinvest its funds;

24. Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
25. Sponsor, lease, manage, construct, own or otherwise participate in housing projects where such activity furthers the public purpose for which the Program is chartered;
26. Maintain books and records as appropriate for the conduct of its affairs and as may be required by the City pursuant to its grant and contractual agreements;
27. Conduct the affairs of the Program, carry on its operations, and use its property as allowed by law and consistent with Seattle Municipal Code Ch. 3.110, its Charter, and its Rules and Regulations; name the Program officials, designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
28. Identify and recommend to the United States, a state, and any political subdivision or agency of either, the acquisition by the appropriate governmental entity--for transfer to or use by the Program--of property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purposes for which the Program is chartered;
29. Exercise and enjoy such powers as may be authorized by law.

ARTICLE VI

LIMITS

The Program, in all activities and transactions, shall be limited in the following respects:

1. All funds, assets or credit of the Program shall be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Program shall inure to the benefit of, or be distributable as such to, the Council members, officers of the Program or other private persons, except that the Program is authorized and empowered to:
 - a. Compensate the Program officials and others performing services for the Program a reasonable amount for services rendered, and reimburse reasonable expenses actually incurred in performing their duties;
 - b. Assist the Program officials as members of a general class of persons to be assisted by a Council-approved project or activity to the same extent as other members of the class as long as no special privilege or treatment accrues to such Program official by reason of his or her status or position in the Program;
 - c. Defend and indemnify any Program official (including employees), any former Program official, and their successors, against all costs, expenses, judgments, and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with or resulting from

any claim, action, or proceeding, civil or criminal, in which he or she is or may be made a party by reason of being or having been a Program official or by reason of any action alleged to have been taken or omitted by him or her as such official, provided that he or she was acting in good faith on behalf of the Program and within the scope of duties imposed or authorized by law. This power of indemnification shall not be exclusive of other rights to which Program officials may be entitled as a matter of law;

d. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for service than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Program's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

e. Purchase insurance to protect and hold personally harmless any of its officials (including its employees and agents) from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Program and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Council, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance.

2. No funds, assets, or property of the Program shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or substantial part of the activities of the Program be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or the legislature of this State or the City Council; provided, however, that members and officials of the Program may respond to requests by contacting members of Congress, State legislators or City Council members for information and may appear before any such legislative body in connection with funding and other matters directly affecting the Program or its ability to carry out the purposes for which it is chartered.

3. The Program shall have no power of eminent domain nor any power to levy taxes or special assessments.

4. The Program 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. The Program shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its corporate officials, or engage in business for private gain.

ARTICLE VI

COUNCIL

Section 1. Council Composition.

The management of the Program shall be vested in the Council: The Council shall be composed of nine (9) members selected as follows:

1. Three (3) members shall be appointed by the Mayor.
2. Six (6) members shall be nominated and elected by the Constituency at large.

Section 2. City Council Confirmation.

The names of members appointed by the mayor and elected by the Constituency shall be promptly submitted to the City Council for confirmation. Any such person whose name and supporting documentation have been submitted to the City Council shall, unless and until his or her name has been rejected by the City Council, have full powers and responsibilities of a confirmed Council member. No such person shall have or purport to have or exercise such powers and responsibilities until his or her name and all supporting documentation required by the City Council have been submitted to the City Council for confirmation.

Section 3. Council Concurrence Required.

Prior 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 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 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 Program.
4. An action by the program as a surety or guarantor.
5. All transactions in which: (i) the consideration exchanged or received by the Program exceeds ten thousand dollars (\$10,000); (ii) the performance by the Program shall extend over a period of one year from the date of execution of an agreement therefor; or (iii) the Program assumes duties to the City, the State, the United States or other governmental entity.
6. Any project or activity outside the limits of the City.
7. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000).
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 to the Rules and Regulations.

10. Any project or activity outside of the Capitol Hill Community upon a determination by the Council that each project or activity will further the purpose of the Program.

11. Such other transactions, duties and responsibilities as the Charter or Rules and Regulations shall have reposed in the Council or which require Council participation by resolution.

Section 4. Council Review.

At least quarterly, the Council shall review monthly statements of income and expenses which compare budgeted expenditures to actual expenditures. When the operating budget is in excess of one million dollars (\$1,000,000), the Council shall also review on a quarterly basis balance sheets for the previous three months. The Council shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 5. 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.

A quorum to commence a Council meeting shall be no fewer than a majority of the Council's total voting membership. Voting membership means the total number of voting positions on the Council authorized by the Charter, whether filled or vacant. Council members present at a duly convened meeting may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6. Elections, Terms of Office, Removal of Council Members, Recalls.

1. Election of Council Members.

The initial Council members shall be elected by an area-wide general election. Subsequent elections of Council members shall take place at an annual general meeting of the Constituency. A plurality vote of those constituents present at the meeting shall be necessary to elect any Council members. Such elections shall be conducted in accordance with the Rules and Regulations.

2. Terms of Office of All Council Members.

a. The terms of both elected and appointed Council members shall be three (3) years. The terms of members of the Council shall be staggered. The terms of the initial Council, however, shall be determined as follows:

(1) The initial Council members shall by resolution divide the members of the Council into three (3) classes, designated Class A, Class B and Class C.

(2) Initially, Class A members shall hold one (1) year terms, said terms to run until the annual general meeting held in 1977. Class B members shall hold two (2) year terms, said terms to run until the annual general meeting held in 1978. Class C members shall hold three (3) year terms said terms to run until the annual general meeting held in 1979. The terms of elected Council members will begin at the adjournment of the Constituency meeting at which they are elected.

3. Qualifications of Council Members.

All Council members elected by the Constituency shall be constituents of the Program.

4. Officers.

a. There shall be at least four (4) officers of the Program. The same person shall not occupy more than one (1) office at the same time. The initial offices shall be:

- (1) President;
- (2) Vice-President;
- (3) Secretary;
- (4) Treasurer

Any further offices, as well as the qualifications thereof, of the Program shall be provided for in the Rules and Regulations.

b. All Officers shall be elected by the Council. Only Council members shall be eligible to be elected as officers.

c. The President shall be chief executive of the Program. The Vice-President shall be his or her assistant. The Treasurer shall be responsible for the custody of funds and for the maintenance of accounts and finances and the Secretary for the maintenance of all Program books and records.

d. Each of the officers may initiate process and each shall be the agent of the Program for service of process.

e. The terms of office of each officer shall be set by the Rules and Regulations; provided, however, that no terms of office shall exceed three (3) years.

f. Those officers authorized by the Council to sign checks, thereby withdrawing funds from the Program bank account, shall file fidelity bonds in amounts determined by the Council.

5. Removal of Council Members and Officers by the Council.

a. If any elected Council member resigns, or becomes ineligible to serve, or becomes ineligible to serve, or becomes unable to serve, the Council shall elect a successor to serve until the next annual election, when a new Council member will be elected by the constituents to serve the remainder of the unexpired term.

b. If a Council member is elected to serve the unexpired term of a Council member who was serving as an elected officer, the Council shall elect separately a replacement for that position as well.

c. All elections by the Council to fill an unexpired term shall require the affirmative vote of a majority of the members of the Council present.

d. If a Council member is absent from all regular and special meetings over a ninety (90) day period, the other members of the Council, by a two-thirds (2/3) vote of members present, may deem that the member who has been absent has become unable to serve, and under this section may proceed with the election of a successor as outlined in 5a above or 5e below.

e. If a member appointed by the Mayor resigns, or becomes ineligible to serve or becomes unable to serve, the Council shall request that the Mayor appoint a new member to serve the balance of the unexpired term of such member.

6. Removal of Council Members by the City.

In addition to Intervention and Trusteeship, as provided in Seattle Municipal Code 3.110.440 and 3.110.450, respectively, if it is determined for any reason that any or all of the Council members should be removed from office, after a full public hearing, and after selection of appropriate replacements by the Mayor and City Council pursuant to this section, the Mayor and City Council may by ordinance remove any or all voting Council members from office. The term of any Council member removed pursuant to this section shall expire when the member receives a copy of the ordinance removing him or her from office and a letter signed by the Mayor advising him or her that he or she has been removed pursuant to this section. Any person appointed to the Council pursuant to this section shall be appointed by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are appointed and confirmed. The term of any person appointed and confirmed pursuant to this section shall begin at the expiration of the term of the person being replaced and shall continue until the regular expiration of the term of the position being filled.

7. Recall of Council Members.

a. A petition for the recall of any Community elected Council member may be initiated for referral to the Constituency by a three-fourths (3/4) vote of the Council present, provided that the attendance at the meeting shall be at least three-fourths (3/4) of the members of the Council. In the event that the Council approves a petition for recall of an elected Council member, the Constituency shall vote on said petition in the manner specified in Section c of this paragraph.

b. Alternatively, any elected Council member may be recalled by a vote of the Constituency if a petition for recall is presented to the Council signed by not less than one hundred (100) constituents.

c. In the event a petition for recall is properly made as specified in Sections a and b above, the Council, within six (6) weeks, will provide for a general meeting of the Constituency which will vote on the question to recall.

(1) If two-thirds (2/3) of the Constituency present at such general meeting vote to approve the petition, a replacement Council member shall be nominated and elected at that meeting.

(2) A quorum for a meeting to vote on a recall shall be one hundred fifty (150) constituents.

d. A petition for recall of a Council member may not be initiated within twelve (12) months of the date of the defeat by the Constituency of any previous recall of that same Council member.

Section 7. Executive Committee.

The Rules and Regulations may provide for an Executive Committee, which shall be appointed or removed by the Program, 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.

1. The Constituency of the Program shall consist of its general membership, which shall be open to all persons eighteen (18) years of age and over who are homeowners, property owners, tenants or residents within the Capitol Hill Community.

2. For purposes of notice and Constituency concurrence as defined in Article VIII, Section 4, the Constituency shall consist of members of record. Members of record are constituents who, within the previous twelve (12) months, are on record as having attended at least one Constituency or Council meeting or have requested notice.

Section 2. Powers of the Constituency.

In addition to the right to advise the Council concerning Program policy, the Constituency shall have the right to participate in the consideration of any of the following matters:

1. Nomination and election of Council members;
2. Recall of elected Council members in the manner provided in Article VII;
3. Calling of special meetings of the Council in the manner provided for in Article IX;
4. Such other matters specified by this Charter or the Rules and Regulations.

Section 3. Constituency Concurrence Required.

In addition to the powers granted it by Section 2, the concurrence of the Constituency shall be required on the following matters:

1. Any proposed amendments to the Charter;
2. Any proposed amendments to the Rules and Regulations of the Program if said amendment deals with matters which are within the power and responsibility of the Constituency as set forth in this section and in Section 2 of this Article;
3. Proposed amendments of the provisions of the Rules and Regulations governing procedures for meetings of the Constituency;
4. Annually fixing the compensation of Council members, if any, and the nature and limit of expenses incurred by Council members that may be reimbursed;
5. Election or selection of an independent auditor.

Section 4. Constituency Concurrence Defined.

Constituency concurrence, as used herein, shall be defined in the Rules and Regulations, except that matters requiring Constituency concurrence, as provided in Article VIII, Section 3, shall require an affirmative vote representing two-thirds (2/3) of the constituents voting on the issue, and at least 20 percent of the Constituency if it comprises less than 100 persons. If the Constituency comprises 100 persons or more, an affirmative vote of at least 10 percent of the Constituency shall be required.

ARTICLE IX

MEETINGS

Section 1. Constituency Meetings.

1. A Constituency meeting open to all constituents of the Program shall be held at least four (4) times each year, with the date, time and place to be selected by the Council. One of such Constituency meetings shall be denominated the "annual" meeting at which elections are to take place. The Rules and Regulations shall provide for the time of year and general location for meetings of the Constituency, including notice therefor. The Council or a committee thereof shall report to and receive comment from the Constituency at each quarterly meeting on matters upon which the Council has acted during the preceding quarter and on matters proposed for action during the next quarter.

2. Special meetings of the Constituency may be called by the Council, as provided by the Rules and Regulations.

3. If less than ninety (90) days have elapsed after the previous meeting, the Constituency shall have the right to call a Constituency meeting for a specified purpose, provided such purpose has already been reviewed by the Council, when a petition stating the purpose of such meetings is signed by twenty-five (25) members or more of the Constituency, except in cases of Recall and Discontinuance Petitions which require one hundred (100) signatures.

Such special meetings shall be limited to the purposes of the "Call for Meeting." Upon receipt of the petition for a "Call for Meeting" and certification of signatures, the Council shall be required to call such meetings within thirty (30) days.

4. If ninety (90) days have elapsed after the previous meeting and no meeting of the Constituency has been scheduled, any constituent or corporate official may call a special meeting to consider matters appropriate for a quarterly meeting of the Constituency. Notice of such meeting shall be given pursuant to the Rules and Regulations and the expense of such notice shall be borne by the Program.

Section 2. Open Public Meeting.

All Council meetings, including executive, all other permanent and ad hoc committee meetings, and Constituency meetings shall be open to the public to the extent required by RCW 42.30.010 et seq. The Council and committees may hold executive sessions to consider matters enumerated in RCW

42.30.010 et seq. or privileged matters recognized by law, and shall enter the cause therefor in its official journal. Notice of meetings shall be given in a manner consistent with RCW 42.30.010 et seq. In addition, the Program shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meetings, any citizen shall have a reasonable opportunity to address the Council either orally or by written petition. Voting by telephone is not permitted.

Section 3. Meetings of the Council.

1. The Council shall meet at least once each month.
2. Special meetings of the Council may be called as provided in the Rules and Regulations.
3. Any member of the Council, upon five (5) days' notice, may call a special meeting of the Council to consider matters appropriate to a regular meeting if twenty-five (25) days have elapsed since the previous Council meeting and no future meeting has been scheduled.

Section 4. Parliamentary Authority.

The rules contained in Robert's Rules of Order (Revised) shall govern the Program in all cases to which they are applicable where they are not inconsistent with the Charter or the special rules of order of the Program set forth in the Rules and Regulations.

Section 5. Minutes.

Copies of the minutes of all regular or special meetings of the Council shall be available to any person or organization that requests them. The minutes of all Council meetings shall include a record of individual votes on all matters requiring Council concurrence.

ARTICLE X
RULES AND REGULATIONS

The Council shall adopt Rules and Regulations to provide such rules for governing the program and its activities as are not inconsistent with this Charter. The adoption of the Rules and Regulations, and any amendments thereto, shall require an affirmative vote of a majority of the whole Council. The Rules and Regulations shall provide, among other things, for:

1. The existence of committees of the Program and the duties of any such committee;
2. Regular and special meetings of the Council and Constituency of the Program;
3. The method of selecting Program officers by the Council;
4. Suspension or removal of Program officials and conditions which would require such suspensions or removal;
5. Any matters set forth in Seattle Municipal Code 3.110.140 not inconsistent with the Charter or not provided for herein;
6. Additional classes of membership.

ARTICLE XI
AMENDMENTS TO CHARTER AND RULES AND REGULATIONS

Section 1. Proposals to Amend Charter or Rules and Regulations.

1. Proposals to amend the Charter or Rules and Regulations shall be presented in a format which strikes over material to be deleted and underlines new material.

2. Any Council member may introduce an amendment to the Charter or to the Rules and Regulations (which may consist of new Rules and Regulations) at any regular meeting, or at any special meeting prior to which thirty (30) days' advance notice has been given.

Section 2. Council Consideration of Proposed Amendments.

If notice of a proposed amendment to the Charter or to the Rules and Regulations, and information, including the text of the proposed amendment and a statement of its purpose and effect, is provided to members of the Council fifteen (15) days prior to any regular Council meeting or any special meeting of which thirty (30) days' advance notice has been given, then the Council may vote on the proposed amendment at the same meeting as the one at which the amendment is introduced. If such notice and information is not so provided, the Council may not vote on the proposed amendment until the next regular Council meeting or special meeting of which thirty (30) days' advance notice has been given, provided that such notice and information is provided to Council members at least fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 3. Vote Required for Amendments to Charter.

Resolutions of the Council approving amendments to the Charter require an affirmative vote representing two-thirds (2/3) of the Council members voting on the issue and a majority of the Council voting membership for adoption. If a Council resolution approving an amendment is adopted, the amendment shall be submitted to the Constituency for ratification in the manner specified in this Article.

Section 4. Vote Required for Amendments to Rules and Regulations.

The minimum vote that is required for the amendment, alteration, or repeal of the Rules and Regulations of the Program shall be an affirmative vote of a majority of the whole Council.

Section 5. Amendment Initiated by Constituency.

1. If the Council receives a petition signed by at least fifty (50) constituents seeking an amendment, then the Council shall certify such amendment and submit it to the Constituency for ratification in the manner specified in Section 6.

2. A petition made pursuant to this Section shall be presented to the Council not later than thirty (30) days before the Constituency meeting at which the proposed amendment is to be considered.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.
LESS CLEAR THAN THIS NOTICE

Section 6. Constituency Consideration of Proposed Amendment.

1. Notice, that a vote will be taken on a proposed amendment to the Charter or to provisions of the Rules and Regulations which require Constituency concurrence pursuant to Article VIII, Section 3, shall be provided to constituents thirty (30) days prior to the Constituency meeting at which a vote will be taken. The text of the proposed amendment and a statement of its purpose and effect shall be provided to constituents fifteen (15) days prior to such meeting. Germane amendments to the proposed amendment within the scope of the original amendment will be permitted at the meeting at which the vote is taken.

Section 7. Approval by Mayor.

After adoption of a proposed amendment to the Charter of the Program, as set forth herein, by the Council and Constituency, the proposed amendment shall be filed in duplicate with the City Comptroller. The Mayor may approve or disapprove the proposed amendment.

If the Mayor approves the proposed Charter amendment, he or she shall cause to be issued duplicate originals of the revised Charter, 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 the Program.

Section 8. Effective Date of Amendments to the Charter.

Amendments to the Charter proposed by the Program shall take effect and become part of the Charter upon the filing of the Mayor's approval with the Comptroller.

Section 9. Effective Date of Amendments to the Rules and Regulations.

Amendments to the Rules and Regulations shall not take effect until ten (10) days after filing of the same with the City Comptroller, unless such amendment (s) shall have been passed by unanimous vote of the Council and the Constituency (if affected by the amendment), and an earlier date be set.

ARTICLE XII

RECORDS AND REPORTING REQUIREMENTS

Section 1. Establishment and Maintenance of Office and Records.

The Program shall:

1. Maintain a principal office within the limits of the City;
2. File and maintain current with the Comptroller a listing of all officials, their positions, and their business and home addresses, their business and home phone numbers, the address of its principal office and all other offices used by it, and a current set of its Rules and Regulations; and
3. Maintain all Program records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14.

Section 2. Annual Report.

The Program shall:

1. Within three (3) months of the end of its fiscal year, file an annual report with the Comptroller, the City Council, and the Mayor's designee containing a certified statement of assets and liabilities, income and expenditures, and changes in its financial position during the previous year; a summary of significant accomplishments; a list of depositories used; a projected operating budget for the current fiscal year and a separate capital budget when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000); a summary of projects and activities to be undertaken during the current year; a list of Program officials and a list of officers bonded pursuant to Seattle Municipal Code 3.110.240(c); and
2. Within six (6) months of the end of its fiscal year, file an audited and Council-certified statement of assets and liabilities, income and expenditures, and changes in financial position.

Section 3. Public Records.

The public shall have access to records and information of the Program to the extent required by state law and City ordinance.

ARTICLE XIII

COMMENCEMENT

The Program shall come into existence and be authorized to take action at such time as the Initial Council takes office in accordance with Article VIII.

ARTICLE XIV

DISSOLUTION

Section 1. Dissolution.

Dissolution of the Program shall be in the form and manner required by law, City ordinance, and the Rules and Regulations. Upon dissolution of the Program and the winding up of its affairs, all of the rights, assets and property of the Program shall pass to and be distributed according to the terms of any applicable Grant Agreements or covenants with the Federal Government, or agreements with donors, or other parties made at the time of acquisition, or to a qualified entity specified in Seattle Municipal Code 3.110.490.

Section 2. Dissolution Statement.

Upon enactment of a resolution by the City Council for dissolution of the Program or by the Program for its own dissolution other than for purposes of merger or reorganization in a plan approved by the Mayor, the Program shall file a dissolution statement signed by its chief executive officer setting forth;

- (a) the name and principal office of the Program;
- (b) the debts, obligations, and liabilities of the Program, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of executory contracts; and the estimated time for completion of its dissolution;
- (c) any pending litigation or contingent liabilities;
- (d) the Council resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever the dissolution be voluntary; and
- (e) a list of persons to be notified upon completion of dissolution.

Section 3. Discontinuance of the Projects Authorized by the Program.

Projects of the Program may be discontinued by a vote of the Constituency under the following procedures:

1. A petition shall be presented to the Council signed by not less than one hundred (100) constituents.
2. The Council, within six (6) weeks, shall provide for a general meeting which will vote on the question to discontinue.
3. If two-thirds (2/3) of the constituents present at such general meeting vote to approve the petition, the Program will discontinue immediately after outstanding debts and contracts of the Project have been honored. All other assets of the Project shall be distributed to the Program; as well, any outstanding liabilities of the Project shall be assumed by the Program.
4. A quorum for a meeting to vote on discontinuance shall be one hundred fifty (150) constituents.
5. As used herein, the term "Project" shall mean a neighborhood improvement activity undertaken by the Program.

ARTICLE XV

MISCELLANEOUS

Section 1. Geographic Limitation.

The Program may conduct activities outside the City of Seattle upon a determination by the Council that each activity will further the purposes of the Program but only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto.

Section 2. Bonding.

The Treasurer of the Program, and any other officials responsible for Program accounts and finances, shall file with the Program fidelity bonds in an amount determined adequate and appropriate by the Council. Such officials may hold such positions only as long as such bonds continue in effect. The

Program shall notify the Mayor in its annual report of the officials responsible for Program funds, accounts and finances, the names of such officials and the amounts of the bonds prescribed for them, and confirm that such bonds are currently in effect.

Section 3. Safeguarding of Funds.

Program funds shall be deposited in a depository acceptable to the Mayor and be otherwise safeguarded pursuant to such instructions as the Mayor may from time to time issue.

Section 4. Insurance.

The Program shall maintain in full force and effect public liability insurance in an amount specified by the Mayor sufficient to cover potential claims for bodily injury, death or disability, and for property damage, which may arise from or be related to projects and activities of the Program, naming the City as an additional insured.

Section 5. Code of Ethics.

No current Program official or employee shall engage in conduct prohibited under Seattle Municipal Code 3.110.560. Uncompensated officials and employees and designated compensated employees shall annually by April 15 file statements of economic interest as required under Seattle Municipal Code 3.110.570. The Council shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final Council determinations under Seattle Municipal Code 3.110.580 shall be provided to the City Board of Ethics for its information. The City Board of Ethics, in its discretion, may comment on any determination and provide its comments to the Council.

Section 6. Discrimination Prohibited.

1. As provided in Seattle Municipal Code 3.110.260, neither Council nor Constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, material status, sexual orientation, political ideology, or the physical handicap of a capable person. The Council shall take steps to assure equality of employment opportunity as provided in the code.

2. Program use of funds provided to it by the City after January 1, 1985, shall be subject to the requirements of Seattle Municipal Code Chapter 20.46 (Women's and Minority Business Utilization).

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.

This revised charter reflects the Charter as issued May 20, 1976, and amended on May 23, 1977 and December 4, 1984 together with the amendments proposed by the Capitol Hill Housing Improvement Program Council and Constituency on April 14, 1990 and approved by me this _____ day of _____, 1994.

Mayor

Attest

City Comptroller

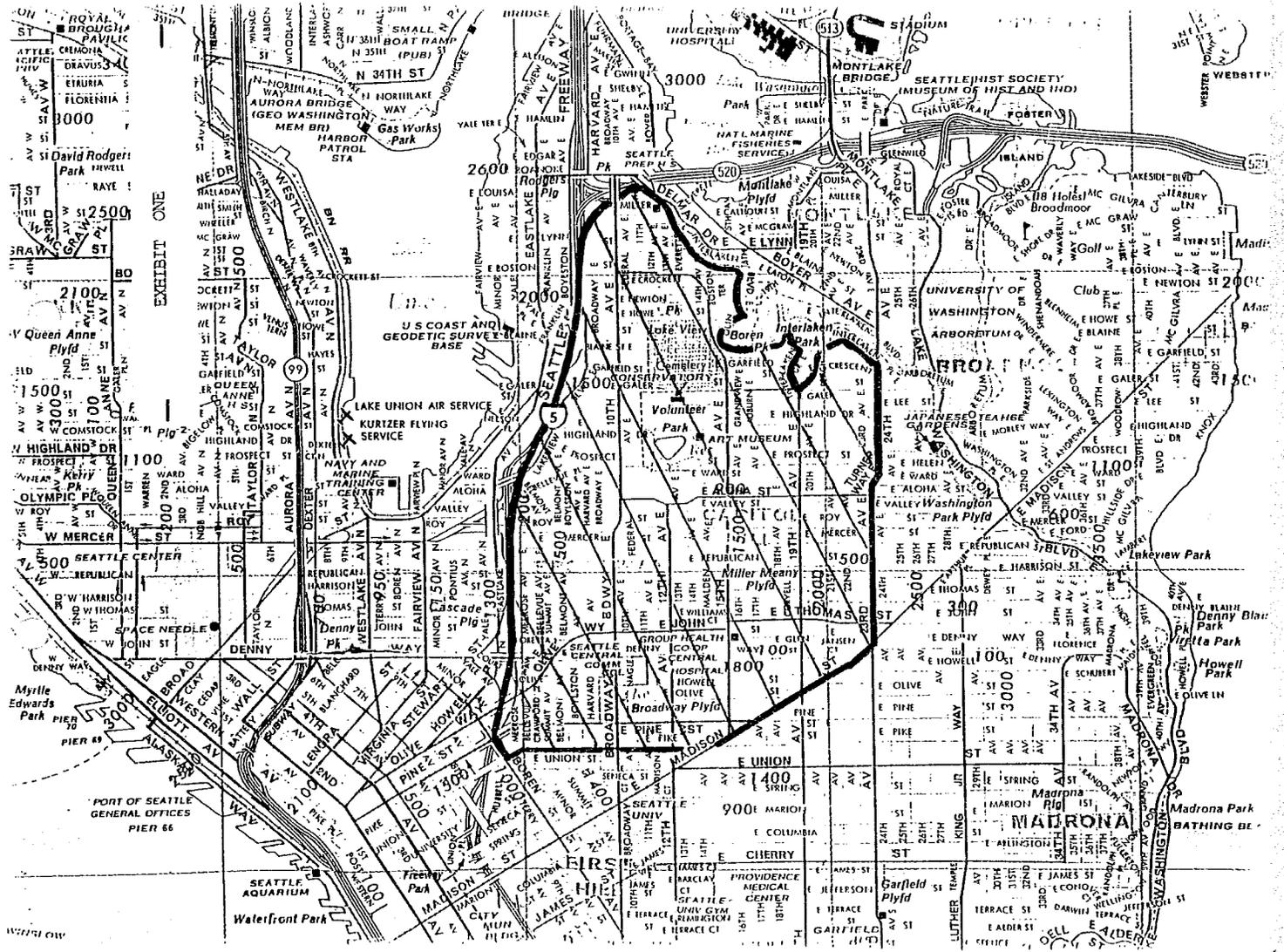


EXHIBIT ONE

PORT OF SEATTLE
GENERAL OFFICES
PIER 66

SEATTLE
AQUARIUM

Waterfront Park

SEATTLE
UNIVERSITY

SEATTLE
PUBLIC LIBRARY

SEATTLE
MADRONA

SEATTLE
MADRONA

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE WA 98112 (206) 329-7303

Council Meeting
 February 12, 1990
 =====

Council Members Present: Carla DewBerry, Bill Longbrake,
 James Nicoloro, Winnie Sargent, Judith Gille

Staff Present: Chuck Weinstock

1. Call to Order: The meeting was called to order at 7:10 pm by Carla, Council President. The minutes of the January meeting were reviewed. One change was made to note that Judith Gille was present and Sam Jacobs was absent. The minutes were approved as amended. Motion by Winnie, second by Bill and approved unanimously.

2. Presidents Report: Carla reported that Cal Meredith will be relocating to California due to a job change. He is uncertain if he will be able to attend Council meetings, though he will try. Since his term ends in April, it was decided to not fill the vacancy before the election at the Annual Meeting in April. Due to Cal's departure, the Mayoral vacancy, and the upcoming Annual Meeting Sam and Winnie were appointed as the Nominating Committee.

3. Treasurer's Report:

A. Single Signature Checks: Approved as listed.

B. Financial Statements: The year end operating report was reviewed. The year ended with an operating deficit of about \$30,000. This was primarily due to the extra audit costs (about \$20,000 in 1989 costs over budget) and less corporate or foundation grants than projected. Also contributing to the loss was the fact that the Maintenance Services Program generated less income than projected. Staff turn over rather than lack of work was the primary reason. During 1990 we need to look more carefully at the rate charged, overhead and if MSP can ever be break even. Overall CHHIP generated about 49% of its operating budget from its own activities, 32% from corporate/foundation grants, and 19% from the City. Resolution 90-05 was made by Judith, seconded by James authorizing the transfer of the remaining balance of the Emergency Operating Reserve in the amount (approximately \$27,632) to offset the 1989 Operating deficit as well as other such funds as may be appropriate. The motion passed unanimously.

C. Cash Management and Investment Report-January

It was noted that rates are down slightly. The report was reviewed and approved.

4. Executive Director's Report:

Chuck reported that the State Audit for 1988 was completed. Chuck has met with the auditors and they report

no significant findings and that all items from the last audit were rectified.

Fundraising efforts continue. On the corporate front a proposal has been submitted to Wright Runstad. We have requested an application from the SeaFirst Foundation and are still awaiting word from PFF that they are prepared to accept applications. Individual contributions will start this month with the Board campaign. Carla agreed to send a letter to each Board member requesting a financial contribution. As last year, each member will be asked to give based on their own assessment of what they can afford. No individual amounts will be reported. As noted last year it is an important sign to other outside funders that all Board members are contributors. Carla also agreed to draft the letter to the community for the Washington Mutual match. Addis had previously agreed to develop the list of names from Board members of possible donors.

Fee for service revenue is looking positive if all projects receive financing as projected. We have budgeted development fee and construction management fees for the Melrose totalling \$67,000, construction management for the Bremer at \$27,000, Tiltsonian refinance at \$1,000 and Melrose management fee of \$2,000. We should look at offsetting CHHIP time in the New Eagle from the Capital Project Fund since it is an expense which can be capitalized. It is not clear at this time how much of these fees can be realized in 1990.

Considerable time was spent educating legislators regarding the effects of SB 6474. At the request of Sen. Al Williams' staff, CHHIP examined the bill and reported on its impact on our ability to efficiently perform our mission. As a result of this effort several key changes were made.

Chuck also reported on two personnel changes. Deirdre Kuring resigned as Property Manager to take another job with a large private developer. It was a good career move for her. A new Resident Manger was selected for the Bremer, Jim Hobson.

5. Committee Reports:

A. Property Development: The staff report was reviewed. Resolution 89-04 authorizing submission of an application for funding to the City and to LISC for pre-development costs was made by Bill, seconded by James and approved unanimously. Chuck reviewed the conditions of the Fund Reservation proposal from the City of Seattle for the New Eagle project. Resolution 89-06 authorizing Chuck to accept with a cover letter noting the financing assumptions was made by Bill, seconded by Winnie and passed unanimously.

B. Property Management: No report. It was noted that Deirdre's departure would delay the Maintenance/Replacement Reserve information.

In response to the staff report it was noted that CHHIP has not changed the Elizabeth Dean Wells budget and that the projected rent increase is not being collected but is not waived. Judith reported that there was "confusion" regarding the MHC Board meeting where the budget was discussed.

Chuck agreed to contact Susan Heck regarding her interest in staffing the Mutual Task Force. Susan will be out of town until early April. A schedule will be established.

C. Personnel/Finance: Bill reported long term interest rates were up and so the property refinance may need to be deferred until summer. Work in preparation continues.

6. Old Business

Use of the Emergency Operating Reserve was discussed as noted above.

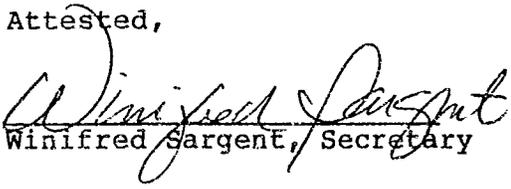
7. New Business

A. A date for the 1990 Annual Meeting was discussed. Saturday, April 14th at 3:00 pm was selected. The meeting will be held at the Firestation.

B. Chuck reported that he had spoken with Hugh Spitzer, bond counsel, regarding tax exempt financing issues. It was noted that it would be a good idea to amend CHHIP's Charter to affirmatively state that CHHIP can undertake projects outside of Capitol Hill. While there was no problem with past projects, it would be "cleaner" from a bond opinion point of view. In addition, it was noted that at its retreat the Board had decided that it was desirable to consider projects outside the neighborhood on their own merit and not just ones which directly impact Capitol Hill. To accomplish both objectives, a Charter change would be necessary. Chuck reviewed the process for Charter changes and timeline. Resolution 99-07 was made by Judith and seconded by James to place a proposal for a Charter change on the March Board agenda and for the Executive Committee to review and recommend specific language. The motion passed unanimously.

8. Meeting adjourned at 8:40pm.

Attested,


Winifred Sargent, Secretary

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT

402 15th AVENUE EAST SEATTLE, WA 98112 (206) 329-7303

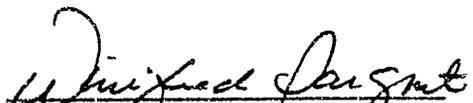
RESOLUTION 90-07

- WHEREAS, CHHIP has been asked to consider projects outside the technical boundaries of Capitol Hill; and
- WHEREAS, CHHIP from time to time has received requests for assistance and to expand its activities outside of Capitol Hill by community groups, non-profit corporations and City officials; and
- WHEREAS, based on a specific set of findings in support of such action, CHHIP has undertaken projects outside Capitol Hill which have furthered the goals of the organization consistent with its current mission; and
- WHEREAS, the CHHIP Council has found that while Capitol Hill should remain a priority geographic area for CHHIP, it is prudent for reasons of efficiency, economies of scale and mission to undertake special projects outside of Capitol Hill; and
- WHEREAS, legal counsel has advised CHHIP that it would be desirable to have more explicit authority to undertake such projects for the purpose of utilizing tax exempt financing; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF CHHIP AS FOLLOWS:

1. A proposal shall be developed by the Executive Director and Executive Committee for consideration by the CHHIP Council at its March meeting to amend Article V, Purpose, of the CHHIP Charter.

Attested,


Winifred Sargent, Secretary
February 12, 1990

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT

402 15th AVENUE EAST SEATTLE WA 98112 (206) 329-7303

To: Members of the CHHIP Council

From: Chuck Weinstock, Executive Director 

Re: Text and Statement of Effect and Purpose of Proposed
CHHIP Charter Change.

Date: February 22, 1990

At the February Board meeting we discussed a proposed change to the CHHIP Charter. The change would amend (add to) Article IV, Purpose. The Article would be amended to read as shown below. The added language is underlined.

Article IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

Background

There are two primary reasons for the changes. First, at the annual Planning Meeting of the CHHIP Council held on October 28, 1989, the Council concluded that it was desirable for CHHIP not to be limited exclusively to Capitol Hill. Capitol Hill will remain a focus and priority and that we will proactively seek to do projects in the neighborhood. In addition, however, we would be open to developing projects, especially for households with children, outside of Capitol Hill. The principle benefits to CHHIP and the Capitol Hill Community would be increasing economies of scale, efficiently utilizing CHHIP staff capabilities, spreading overhead expenses over a greater number of units and decreasing pressure on Capitol Hill housing stock due to increased homelessness, disinvestment or lack of adequate affordable priced units in other neighborhoods. Inasmuch as we have previously done projects outside Capitol Hill (Bremer, Gale Place), this builds on and somewhat incrementally expands our current philosophy.

The second reason for the changes stems from a suggestion by bond counsel used by CHHIP for tax exempt financing. Adding these changes would further clarify our ability to undertake projects outside the geographic boundaries of Capitol Hill. The addition to purpose would clarify our ability to do projects like the acquisition and renovation of Firestation Seven which are generally consistent with "preserving, improving, and restoring the quality of the neighborhood". While the current language is adequate, being explicit gives bond counsel the greatest comfort level when issuing opinions for tax exempt financing.

Process

Amendments to the Charter must be approved by an affirmative vote of two-thirds of the Constituency and approved by the Mayor. An amendment may be initiated by the Council by two-thirds affirmative vote. The overall process is as follows:

<u>Step</u>	<u>Notice</u>	<u>Projected Date</u>
Notice to Council Members	30 days	February 12
Text and Purpose of Change	15 days	February 22
Council Meeting		March 12*
Notice to Constituency	30 days	Feb 28, Mar 1
Text and Purpose of Change	15 days	March 30
Constituency Concurrence		April 14*
Mayoral Approval		

* scheduled date

Notice to Council members was provided via agenda to the Council meeting of February 12 and by resolution at that meeting. Notice of Text and Purpose is provided via this memorandum. Consideration by the CHHIP Council is scheduled for March 12, 1990. The proposed change would then be presented to the Constituency at the Annual Meeting to be held April 14, 1990.

IT IS DONE TO THE QUALITY OF THE DOCUMENT.

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE, WA 98112 (206) 329-7303

COUNCIL MEETING
MARCH 12, 1990
=====

Council Members Present: Carla DewBerry, Bill Longbrake, Sam Jacobs, Judith Gille, Winifred Sargent

Staff Present: Chuck Weinstock

1. Call to Order: The meeting was called to order at 7:15 PM by Carla. Minutes of the February meeting were read. Motion to accept was made by Bill, seconded by Winnie and passed unanimously.

2. President's Report: None.

3. Treasurer's Report:

A. Single Signature Checks: Approved as listed.

B. Financial Summary: Operating revenues were generally on track. Reimbursement under our Block Grant contract with the City can be sought as soon as they return our 1990 agreement. Development fees will be received for the SEHS project next month though some has been recognized as 1989 income. The Melrose is the major (development) fee generating project for the year. No new corporate/foundation grants have been received. Expenses are under budget levels with no extraordinary costs expected.

C. Cash Management and Investment Report: Chuck noted that the TDR proceeds for the Bremer have been segregated into one account as required. Interest earnings accrue to that use only. Other investments are averaging a little over 8.1%.

A motion was made by Sam, seconded by Judith to approve the Financial Summary and Cash Management Report as presented. Motion approved unanimously.

4. Executive Director's Report:

Chuck reported on several personnel matters. A new Director of Property Management, Joanne Quinn, was selected from a strong field of candidates. She worked previously for Plymouth Housing Group and Pike Market PDA. In addition, Jim Hobson was hired as Resident Manager for the Bremer. Next Chuck will focus on the Bremer Assistant Manager and Administrative Assistant positions.

This month staff time was focussed on the preparation of the Melrose and Bremer proposals to the City. Staff worked very hard and long. Project details are covered in the Property Development Committee report. Both proposals were well received and are proceeding through the review process.

The "PDA" Bill passed both houses in its amended form and has been sent to the Governor for signature.

On the fundraising front we have one proposal pending with Wright-Runstad. Our Block Grant contract will be about \$500 larger than last year. No other proposals are in process with Seafirst and PFF our next planned requests.

5. Committee Reports:

A. Property Development: The staff report was reviewed in detail. Chuck provided an overview of the financing structure of the Melrose (see chart titled Melrose Apartments Interim Financing). DCD will require CHHIP to have interim financing equal to all development costs except certain costs related to final closing and CHHIP fees. Resolution 90-08 was made by Sam, seconded by Bill to authorize CHHIP to provide up to \$90,000 from the Capital Projects Fund as interim financing for the Melrose conditioned on having a commitment from PFF for take-out financing.

B. Property Management: The staff report was reviewed. It was noted that the dumpster problem at Elizabeth Dean Wells was still unresolved. The key activity for the month will be obtaining tax exempt status for all qualifying properties. Currently this includes Bremer, Park Hill, Four-Ten, and Gale Place. We will be seeking exemption for the first time for the Maxwell and Elizabeth Dean Wells.

C. Personnel/Finance: The committee did not meet last month. The next meeting will focus on reviewing all Committee tasks for 1990.

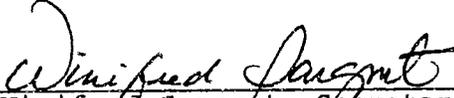
Chuck reminded the Council that each MHC-CH building has a small checking account used to pay routine building expenses. These are technically trust accounts for CHHIP and use our Tax ID number. As a result, CHHIP should authorize signatories to those accounts. Resolution 90-09 was made by Judith, seconded by Bill to delegate approval to the Executive Director so long as the two MHC-CH signers were the Building Finance Coordinator and one other building member from another household and provided this method was reviewed by the MHC Task Force this Spring. The resolution passed unanimously.

6. Old Business: The proposal to change the CHHIP Charter was discussed. Chuck's memo outlining the rationale and effect of the changes was reviewed. The Board was notified as required by the Charter. Resolution 90-10 was made by Bill, seconded by Judith recommending the Charter change to the Constituency at the Annual Meeting. The motion passed unanimously.

7. New Business: Carla noted that with Cal's resignation due to his move we have one Constituency vacancy and one Mayoral vacancy. At the request of the Executive Committee Chuck had prepared an analysis of Board skills and gender and racial make-up. It has been CHHIP's intent to have Board members with a variety of skills and to be reflective of the overall community. Key skills identified were development, construction/design and property management. Possible candidates for the Constituency positions were suggested including Martha Rose, Paige Chapel and Ted Granger. Judith will contact the first and Sam the latter two. Other members' terms expire in April. Chuck will contact James Nicoloro about his interest in serving another term. Winnie's term also expires and is willing to serve another term. Judith, who is filling the vacancy created by Margot Arellano, will run for a full term at the Annual Meeting (April 14th) as well.

The meeting was adjourned at 8:45 PM.

Attested,



Winifred Sargent, Secretary
March 12, 1990

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CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE, WA 98112 (206) 329-7303

RESOLUTION 90-10

WHEREAS, CHHIP has been asked to consider projects outside the technical boundaries of Capitol Hill; and

WHEREAS, CHHIP from time to time has received requests for assistance and to expand its activities outside of Capitol Hill by community groups, non-profit corporations and City officials; and

WHEREAS, based on a specific set of findings in support of such action, CHHIP has undertaken projects outside Capitol Hill which have furthered the goals of the organization consistent with its current mission; and

WHEREAS, the CHHIP Council has found that while Capitol Hill should remain a priority geographic area for CHHIP, it is prudent for reasons of efficiency, economies of scale and mission to undertake special projects outside of Capitol Hill; and

WHEREAS, legal counsel has advised CHHIP that it would be desirable to have more explicit authority to undertake such projects for the purpose of utilizing tax exempt financing; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF CHHIP AS FOLLOWS:

1. A proposal shall be presented to the Constituency at the 1990 Annual Meeting to amend the CHHIP Charter. Article V, Purpose shall be amended to read (language to be added is underlined, no words deleted):

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities and facilities outside of these boundaries with Program Council approval.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.
IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE

2. The proposal shall be recommended by the Council for adoption by the Constituency.

Attested,

Winifred Sargent
Winifred Sargent, Secretary
March 12, 1990

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
COMMUNITY BASED NONPROFIT COOPERATIVE HOUSING DEVELOPMENT
402 15th AVENUE EAST SEATTLE WA 98112 (206) 329-7303

ANNUAL MEETING NOTICE

The Capitol Hill Housing Improvement Program (CHHIP) will hold its Annual Meeting on April 14, 1990 at 3:00 pm at 402 15th Avenue East. The agenda will include consideration of an amendment to the CHHIP Charter and nomination and election of members to the Board of Directors. There are three positions open and nominations are hereby requested. For more information call 329-7303.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Proposed Change to CHHIP Charter to be considered at 1990 Annual Meeting

Language to be added is underlined and language to be deleted is stricken through.

Article IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

Notice of Annual Meeting for The Capitol Hill Housing Improvement Program (CHHIP)

AFFIDAVIT OF PUBLICATION
STATE OF WASHINGTON
COUNTY OF KING

Anne MacFadden, being duly sworn on oath, deposes and says that she is the business manager of the Capitol Hill Times, a weekly newspaper. That said newspaper is a legal newspaper and is now and has been for more than six months prior to the date of the publications hereinafter referred to published in the English language continually as a weekly newspaper in Seattle in said county, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication. The annexed is a true copy of a NOTICE OF ANNUAL MEETING FOR THE CAPITOL HILL HOUSING IMPROVEMENT PROGRAM, APRIL 14TH, 1990, as it was published in regular entire issues (and not in supplement form of said newspaper once each week) for a period of one week, commencing on the March 7th, 1990, and ending on the March 7th, 1990, both dates inclusive, and that such newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is the sum of \$15.00, which amount has been paid in full, at the rate of \$7.50 per column inch for the first insertion.

The Capitol Hill Housing Improvement Program (CHHIP) will hold its Annual Meeting on April 14, 1990 at 3:00 pm at 402 15th Avenue East. The agenda will include consideration of an amendment to the CHHIP Charter and nomination and election of members to the Board of Directors. There are three positions open and nominations are hereby requested. For more information call 329-7303. Published March 7th, 1990 in The Capitol Hill Times.

Anne MacFadden
(Business Manager)

Subscribed and sworn to me this 7th day of March, 1990.

Denis W. Law
Notary Public in and for the State of Washington,
residing at Seattle, Washington

DENIS W. LAW
Notary Public
STATE OF WASHINGTON
My Comm. Exp. Oct. 24, 1990

Affidavit of Publication

STATE OF WASHINGTON,
COUNTY OF KING,

RON NORDBLAD

being duly sworn, says that he/she is the Principal Clerk of Seattle Times Company, publisher of THE SEATTLE TIMES and representing the SEATTLE POST-INTELLIGENCER, separate daily newspapers, printed and published in Seattle, King County, State of Washington; that they are newspapers of general circulation in said County and State; that they have been approved as legal newspapers by order of the Superior Court of King County; that the annexed, being a classified advertisement display advertisement, was published in: The Seattle Times Seattle Post-Intelligencer _____ and not in a supplement thereof, and is a true copy of the notice as it was printed in the regular and entire issue of said paper or papers on the following day or days February 25, 1990

_____ ;
and that said newspaper or newspapers were regularly distributed to its subscribers during all of said period.

Capitol Hill Housing Improvement Program (CHHIP) will hold its annual meeting in April 14, 1990, at 3:00 p.m. at 402 15th Ave E. The agenda will include consideration of an amendment to the CHHIP Charter and nomination and election of members to the Board of Directors. There are 3 positions open and nominations are hereby requested. For more information 329-7303.

Ron Nordblad

Subscribed and sworn to before me this Twenty-Eighth day of February, 1990

[Signature]

Notary Public in and for the State of Washington
residing at Seattle

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CHHIP ANNUAL MEETING**April 14, 1990****MINUTES**

The 1990 Annual Meeting was called to order at 3:05 PM by President Carla DewBerry. Carla welcomed everyone in attendance and noted that the CHHIP Board meets the second Monday of the month at the Fire Station. All meetings are open to the public. Carla reviewed the Agenda (attached) and asked if there were any proposed additions.

Chuck Weinstock, Executive Director, was asked to provide a report on 1989 accomplishments and projected activities for 1990. See attached notes.

Carla introduced Bill Longbrake, CHHIP Treasurer, to give the financial report. Bill presented the statement of the previous year's financial affairs. During 1989 CHHIP had operating revenue of \$762,763 and expenses of \$740,467. The 1990 Operating Budget was presented with \$910,278 in revenue and \$875,446 in expenses. As a general note Bill commented that CHHIP continues to increase self-generated revenue and the buildings are self-supporting. Next Bill reported that the CHHIP Board was recommending the selection of Deloitte and Touche as independent auditors for FY 1989. A motion to accept the financial report and the selection of Deloitte and Touche was made by John Berdes, seconded by Sam Jacobs was adopted unanimously.

Carla next introduced Winnie Sargent of the CHHIP Board to give the Nominating Committee report regarding election of members to the CHHIP Board. Winnie reported that there were three Constituency positions open. These are the positions held by James Nicoloro, Cal Mererdith, and Judith Gille. The Committee and Board considered the skills of possible candidates, time commitment and understanding of CHHIP's mission. The recommendation of the Committee is as follows:

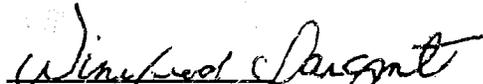
1. James Nicoloro be re-elected to a new three year term
2. Judith Gille elected to fill the remainder of a term ending in 1991.
3. Paige Chapel elected to a new three year term.

Carla asked if there were any nominations from the floor. Hearing none a motion was made by Sam Jacobs, seconded by Joanna Foon to close the nominations. The motion passed. A ballot was then given to each eligible voter present. Winnie collected the ballots and reported that the three nominees were elected as presented.

The final item of business was consideration of an amendment to the CHHIP Charter. Chuck provided copies of the language changes to Article IV (attached). He explained the background for the changes and the effect the changes would have on CHHIP organizationally and financially. Carla reported that the amendment was being recommended by the Board to the Constituency. A motions was made by John Berdes, seconded by Bill Longbrake to approve the amendment as presented. The motion passed unanimously.

Carla asked if there was any additional new business from the floor. As there was none the meeting was adjourned at 4:15 PM.

Submitted by:


Winifred Sargent, Secretary

Proposed Change to CHHIP Charter to be considered at 1990 Annual Meeting

Language to be added is underlined and language to be deleted is stricken through.

Article IV

PURPOSE

The purpose of the Program shall be to assist homeowners, property owners, tenants and residents of the Capitol Hill Community in preserving, improving and restoring the quality of their homes, property and neighborhood, and to provide additional housing, cultural, social and economic opportunities and facilities. The initial boundaries of the Program shall be the Capitol Hill Community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1, which is attached herein by this reference. However, the Program may provide these services, activities, and facilities outside of these boundaries with Program Council approval.

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CHHIP ANNUAL MEETING

3:00 PM
April 14, 1990

AGENDA

1. Welcome.....Carla DewBerry
Purpose of Meeting
2. Program Report.....Chuck Weinstock
 - a. 1989 Accomplishments
 - b. 1990 Goals
3. Financial Report.....Bill Longbrake
 - a. Financial Summary 1989
 - b. Annual Budget 1990
 - c. Selection of Independent Auditor
4. Election for CHHIP Board.....Winnie Sargent
 - a. Report of Nominations Committee
 - b. Election
5. New Business.....Carla DewBerry
 - a. Consideration of Amendment to CHHIP Charter
6. Adjourn