

capitol hill
housing

neighborhoods within reach

April 28, 2011

HAND DELIVERED

Ms. Monica Martinez Simmons
City Clerk
City of Seattle
600 Fourth Avenue, Floor 2
Seattle, WA 98104

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MAY 03 PM 3:45
CITY CLERK

Dear Ms. Simmons:

Pursuant to Seattle Municipal Code ("SMC") Sec 3.110.430, the Capitol Hill Housing Improvement Program ("CHHIP"), a City-chartered public authority, is pleased to submit for public and the Mayor's review amendments to our current charter.

In adopting these amendments, CHHIP has met requirements for amending its charter under its current charter and applicable provisions of the SMC. CHHIP's Council approved them unanimously, subject to the review and approval of CHHIP's constituency, which also approved them by a near unanimous vote (only one member dissented) at a duly called and well attended meeting. The process CHHIP followed in considering and approving the amendments is described in greater detail in the timeline included in the attached materials.

Enclosed please find:

1. Our current charter, with amendments shown by overstriking deletions and underlining additions;
2. A restated charter incorporating the proposed changes;
3. The timeline describing the charter review and approval process, confirming compliance with the charter and SMC procedural requirements for amending the charter; and
4. The explanatory materials provided to the CHHIP Council, our constituency and the public including a summary matrix discussion the principal changes and a "frequently asked questions" document.

We understand that, as provided in SMC 3.110.430, you will forward one complete set of these materials to the Mayor for his review and possible approval. Because the amendments are so comprehensive, we respectfully request that the Mayor approve the restated charter in its entirety as one, complete amendment to the current charter. The restated charter that the Mayor would approve, if he so chooses, reflects that approach.

Please be in touch if you have any questions or any additional information is required. Thank you for your assistance in this regard.

Sincerely yours,

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

A handwritten signature in black ink, appearing to read "Christopher Persons", written over the printed name below.

Christopher Persons
Executive Director

Enclosures

cc: Honorable Mike McGinn, Mayor, City of Seattle
Attn: Darryl Smith, Deputy Mayor of Community
Kenny Pittman, Senior Policy Advisor, PDA Coordinator

CHARTER

OF THE

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

(RESTATED AS OF _____, 2011)

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CHARTER
OF THE
CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
(Restated as of _____, 2011)

ARTICLE I

NAME AND SEAL

The name of this corporation shall be the Capitol Hill Housing Improvement Program (hereinafter the "Program" or "PDA"). 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.

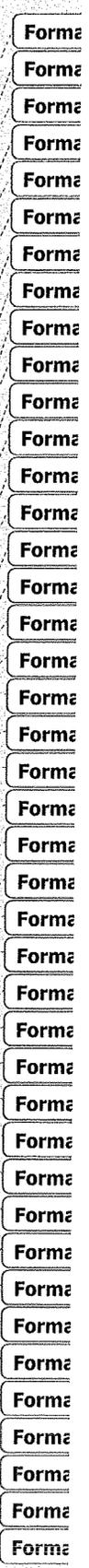
The Capitol Hill Housing Improvement Program is a public corporation organized pursuant to RCW 35.21.660, 35.21.670, and 35.21.730-755, and Seattle Municipal Code Ch. 3.110. As such a public corporation organized under said State and local laws, it is a political subdivision of the State with an area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

Section 4. City Reserved Powers.

Under Seattle Municipal Code Ch 3.110 and this Charter, the City retains certain rights and powers with respect to its public corporations, including the Program. Such powers include, without limitation, the nomination of some members of the board by the Mayor, the requirement that all nominees for board membership be confirmed by the City Council; intervention to correct certain deficiencies; imposition of a trusteeship under certain circumstances; dissolution of a public corporation; and removal and replacement of board members, as necessary and appropriate. The City also has certain responsibilities to oversee the affairs of its public corporation as required under applicable State law. Under this charter, the Program has certain responsibilities to facilitate effective City oversight.

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, residential 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 function primarily within the Capitol Hill community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1 (see revised map of Capitol Hill), which is attached hereto and incorporated herein by this reference. However, the Program may provide these

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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 Board, 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;

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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;

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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;

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

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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;

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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;

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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;

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

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

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

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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;

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b. Assist the Program officials as members of a general class of persons to be assisted by a CouncilBoard-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;

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c. Defend and indemnify any Program official (including employees), any former Program official, and their successors, against all costs, expenses, judgementsjudgments, liabilities, including attorneys' fees, reasonably incurred 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.

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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.

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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 judgementsjudgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the CouncilBoard, 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.

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f. Any project or activity located outside of the Capitol Hill community upon a determination by the Board that such project or activity will further the purpose of the Program; provided that if such project or activity is also located outside the limits of the City of Seattle, the governing body of the jurisdiction in which such project or activity is located must also, by agreement with the City, consent thereto.

6.g. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000).

7.h. Certification of annual reports and statements to be filed with the City Clerk as true and correct in the opinion of the Council and of its members Board, except as noted.

8.i. Proposed amendments to the Charter and to the Rules and Regulations.

e. 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.

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

Section 4. Council Board Review.

At least quarterly, the Council Board 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 Board shall also review on a quarterly basis balance sheets for the previous three (3) months. The Council Board shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 5. Council Board Concurrence and Quorum Defined.

"Council Board 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 Board members voting on the issue, also representing at least provided that such majority equals not less than one-third (1/3) 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 and specifically authorized by the Council at that time, whether filled or vacant. Council members present at a duly convened meeting may continue to transact business notwithstanding the withdrawal of enough members

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to leave less than a quorum. The directors may participate in a meeting of the Council or of any Committee designated by the Council through the use of conference telephone or other communications equipment so long as all the Council members participating in such a meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such a meeting. of the Board.

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Section 6. Elections 5. Board Terms of Office, Removal Meetings.

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1. of Council Members, Recalls.

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2. Election of Council Members.

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1. The initial Council members shall be elected by an area wide general election. Subsequent elections of

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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.

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4. Terms of Office of All Council Board Members.

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2.1. a. The terms of Council Board members selected under Sub-sections 1.1 and 1.2 of this

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Article shall be three (3) years. The terms of these members of the Council shall be staggered with three terms expiring each year. The terms of Council members selected under Sub-Section 1.3 of this Article shall be determined (or such lesser or greater time as described in the resolution selecting such Member(s), but in not event more than three (3) years. The terms of Council members elected by the Constituency will begin at the adjournment of the Constituency meeting at which they are elected. electing a Board member) and shall be staggered in order to promote both continuity and new perspectives on the Board. Any Board member may resign or be removed and a resulting vacancy filled by a nominee of either the Board or the Mayor, as applicable, in accordance with the Rules and Regulations.

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6. Qualifications of Council Members.

7. All Council members elected by the Constituency shall be constituents of the Program. The Council members elected pursuant to Sub-Section 1.3 in this Article must be residents of or own property in the City of Seattle at the time of their election.

3.2. Meetings. The Board shall hold regular meetings at least once each month. Special meetings

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of the Board may be called as provided in the Rules and Regulations in a manner consistent with the requirements

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a. ~~_____~~ 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.

b. ~~_____~~ 6. Those officers authorized by the CouncilBoard to sign checks, thereby withdrawing funds from the Program bank account, shall file fidelity bonds below .in amounts determined by the Council or be eligible for coverage by a fidelity bond provided by the Program.

e. ~~_____~~ Removal of Council Members and Officers by the Council.

d. ~~_____~~ If any elected Council member pursuant to Sub as provided in Article XII, Section 1.2 resigns, 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.

e. ~~_____~~ 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.

f. ~~_____~~ 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.

f. ~~_____~~ 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.

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.

If a member elected pursuant to Sub Section 1.3 resigns, or becomes ineligible to serve or becomes unable to serve, the Council may elect a successor to serve for a term to be established at that time.

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

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~~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.~~

Section 8. Removal of PDA Board 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 PDA Board 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 PDA Board members from office. The term of any PDA Board 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 PDA Board pursuant to this section shall be nominated by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are nominated and confirmed. The term of any person nominated 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.

Recall of Council Members.

~~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 e of this paragraph.~~

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~~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.~~

~~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.~~

~~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.~~

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

~~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.~~

~~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, property owners, or residents within the Capitol Hill Community.~~

~~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 a least one Constituency or Council meeting or have requested notice.~~

~~Section 2. Powers of 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:~~

~~Nomination and election of Council members;~~

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~~Recall of elected Council members in the manner provided in Article VII;~~

~~Calling of special meetings of the Council in the manner provided for in Article IX;~~

~~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:~~

~~Any proposed amendments to the Charter;~~

~~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;~~

~~Proposed amendments of the provisions of the Rules and Regulations governing procedures for meetings of the Constituency;~~

~~Annually fixing the compensation of the Council members, if any, and the nature and limit of expenses incurred by Council members that may be reimbursed;~~

~~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 a least 10 percent of the Constituency shall be required. Notwithstanding any other provision of this Charter or the Rules and Regulations of the Program, if proper notice has been given, the Constituency may take the following actions, even if a quorum is not present at the meeting:~~

~~Nomination and election of Council members.~~

~~Concurrence on any proposed amendment to the Charter or the Rules and Regulations of the Program that requires concurrence of the Constituency.~~

~~The election or selection of an independent auditor.~~

ANNUAL PUBLIC MEETING

A meeting shall be held each year (the "Annual Meeting") for the purposes of reporting on Program activities to the Capitol Hill community and other members of the public, and receiving comments from such groups. The Program report shall cover pending Program activities and significant accomplishments occurring in the prior year. In addition, at each Annual Meeting, the Program shall present the Annual Budget for the current fiscal year and an annual statement for the previous year's fiscal affairs.

The Annual Meeting shall be held in the spring, at a location and time determined by the Board to facilitate public attendance at such event. The Chair of the Board will preside over all Annual Meetings. Notice of the Annual Meeting providing the meeting location, date and time shall be posted on the Program website and to the Program blog (or such other widely circulating blog then in use within the Capitol Hill community) at least thirty (30) days prior to the meeting date and included in any periodic publications of the Program such as newsletters. In addition, a copy of the meeting notice shall be posted at a prominent place in the Program's offices and shall be sent by electronic mail to those individuals and businesses who have expressed an interest in the Program by furnishing an e-mail address to the Program.

The Annual Meeting shall be open to the public and shall comply in all respects with the Open Public Meetings Law.

ARTICLE IX

MEETINGS

ANNUAL REPORTING AND RECORDS REQUIREMENTS

Section 1. Constituency Meetings Annual Reporting.

The Program shall report to the public at the Annual Meeting as described in this Charter and shall annually file with the City documents as described in Article 5 of the Rules and Regulations.

Section 2. Establishment and Maintenance of Office and Records.

The Program shall:

1. Maintain its principal office within the limits of the City as well as an office within the Capitol Hill community;

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2. File and maintain with the City Clerk a current listing of all Program officials, their positions, and their business and home addresses; the address of the principal office and all other offices used by the Program, and a current set of Program Rules and Regulations; and

2.3. Maintain all Program records in a manner consistent with the Preservation and Destruction of Public Records Act, RCW Chapter 40.14,

~~Section 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.~~

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

~~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.~~

~~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.~~

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~~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.~~

~~The Council shall meet at least once each month.~~

~~Special meetings of the Council may be called as provided in the Rules and Regulations.~~

~~Any member of the Council, upon five (5) days's 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 Charters or the special rules of order of the Program set forth in the Rules and Regulations.~~

~~Section 5. Minutes³. Public Records and Access.~~

~~Copies of the all minutes of all regular or special meetings of the Council Board and a copy of the annual report described in Article 5 of the Rules and Regulations 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 the general public upon request. The public shall have full access to records and information of the Program consistent with the State Public Records Act (RCW Ch. 42.56) and other applicable state law and City ordinance.~~

~~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:~~

~~The existence of committees of the Program and the duties of any such committee;~~

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Regular and special meetings of the Council and Constituency of the Program;

The method of selecting Program officers by the Council;

Suspension or removal of Program officials and conditions which would require such suspensions or removal;

Any matters set forth in Seattle Municipal Code 3.110.140 not inconsistent with the Charter or not provided for herein;

Additional classes of membership.

ARTICLE XI

ARTICLE X

RULES AND REGULATIONS

The PDA Board shall adopt Rules and Regulations to provide such rules for governing the Program and its activities as are not inconsistent with this Charter, including rules for those matters set forth in Seattle Municipal Code 3.110.140B not provided for in this Charter. The adoption of the Rules and Regulations, and any amendments thereto, shall require an affirmative vote of a majority of those members of the PDA Board who are entitled to vote.

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 CouncilBoard 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 of which thirty (30) days' advance notice has been given.

Section 2. CouncilBoard 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 CouncilBoard fifteen (15) days prior to any regular CouncilBoard meeting (or any special meeting of which thirty (30) days' advance notice has been given), then the CouncilBoard may vote on the proposed amendment at

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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 57. 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 Clerk. 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 Clerk. One original shall be retained by the City Clerk as a public record, and the other shall be delivered to the Program.

Section 68. 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 City Clerk.

Section 79. 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 Clerk, unless such amendment(s) shall have been were passed by unanimous vote of the Council and the Constituency (if affected by the amendment), Board and an earlier effective date be was set.

RECORDS AND REPORTING REQUIREMENTS

Section 1. Establishment and Maintenance of Office and Records.

The Program shall:

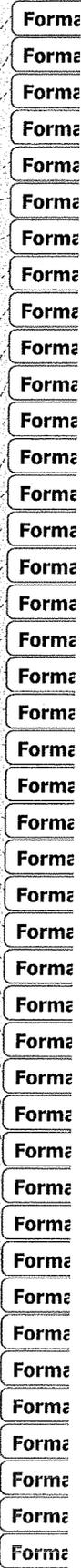
Maintain a principal office within the limits of the City;

3. File and maintain current with the City Clerk 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

4. 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:



~~Within three (3) months of the end of its fiscal year, file an annual report with the City Clerk, 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(e); and~~

~~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

ARTICLE XII

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 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 Chair and its chief executive officer setting forth:

- (a)1. ~~†~~The name and principal office of the Program.
- (b)2. ~~†~~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)3. ~~a~~Any pending litigation or contingent liabilities.
- (d)4. ~~†~~The CouncilBoard resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever dissolution be voluntary, and
- (e)5. ~~a~~A list of persons to be notified upon completion of dissolution.

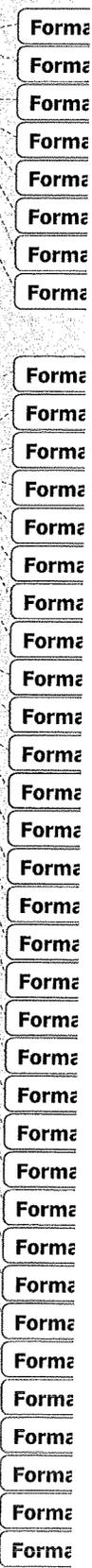
Section 3. Discontinuance of the Projects Authorized by the Program.

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

A petition shall be presented to the Council signed by not less than one hundred (100) constituents.

The Council, within six (6) weeks, shall provide for a general meeting which will vote on the question to discontinue.

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



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 3.100110.570. The CouncilBoard shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final CouncilBoard 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 CouncilBoard.

Section 6. Discrimination Prohibited.

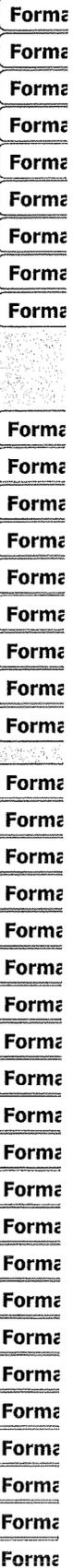
1. As provided in Seattle Municipal Code 3.100.260, neither CouncilBoard nor Constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, marital status, parental status, sexual orientation, gender identity, political ideology, creed, ancestry or the presence of any sensory, mental or physical disability. The CouncilBoard 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 20.42.05046 (Women’s and Minority Business Utilization) OR Ch. 20.42 (Equality in Contracting) except as otherwise provided by law.

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 a complete restatement of the prior Charter as of the Program originally issued May 20, 1976, and amended on May 23, 1977 and December 4, 1984, together with the additional amendments proposed approved by the Capitol Hill Housing Improvement Program Council and Constituency on April 14 Mayor as of June 30, 1994 and approved December 10, 2003.



Restated Charter approved by me this 30th day of June, 1994, 2011.

Signature of the Mayor

By:

Name:

[ATTACH EXHIBIT]

CITY OF SEATTLE

By: _____
Mike McGinn, Mayor

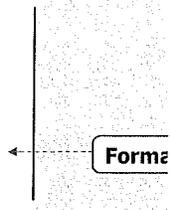
Attest: _____
_____, City Clerk

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EXHIBIT 1

[ATTACH MAP OF CAPITOL HILL]



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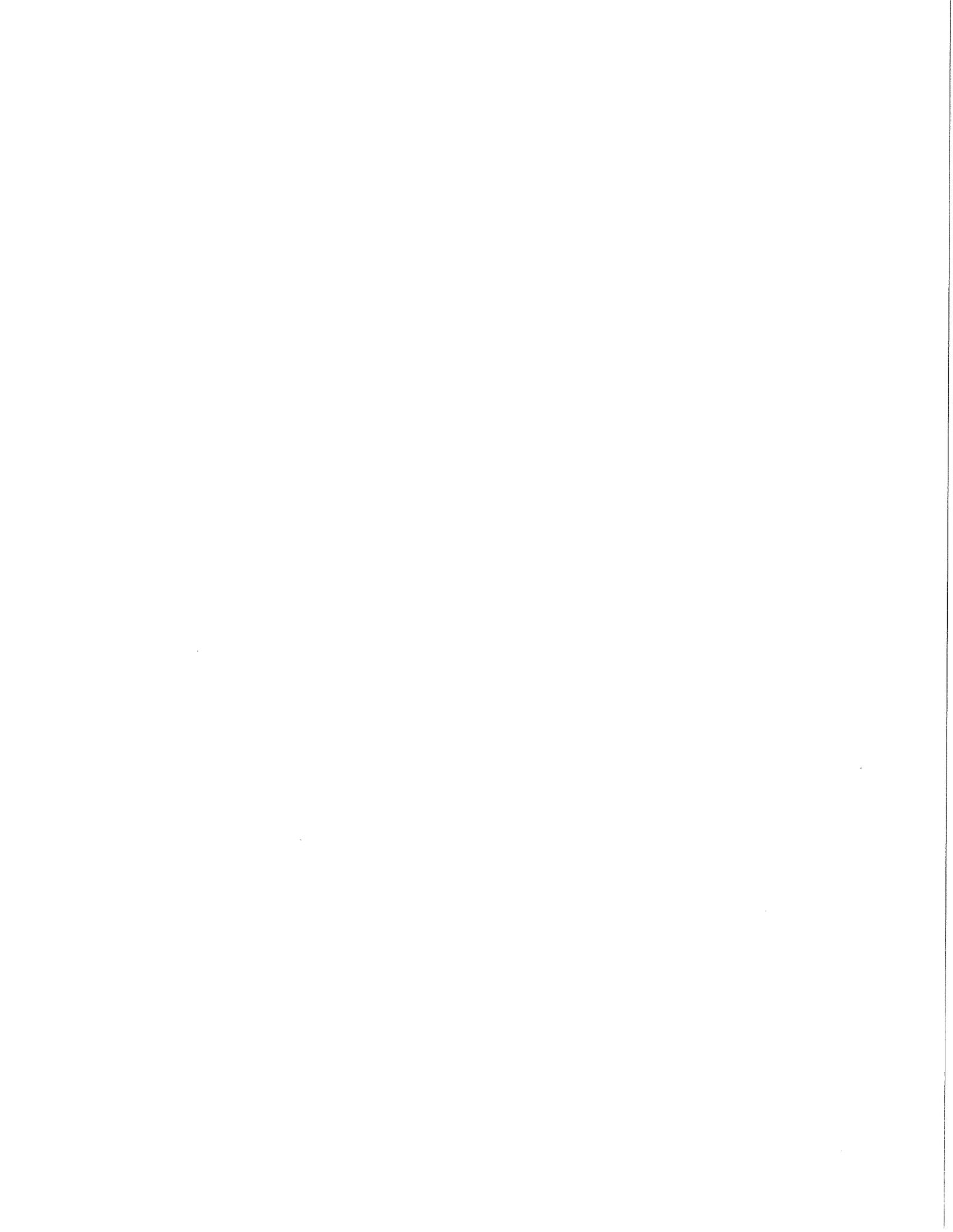
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Capitol Hill Housing Boundary Map



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CHARTER

OF THE

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM

(RESTATED AS OF _____, 2011)

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**CHARTER
OF THE
CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
(Restated as of _____, 2011)**

ARTICLE I

NAME AND SEAL

The name of this corporation shall be the Capitol Hill Housing Improvement Program (hereinafter the "Program" or "PDA"). 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, it is a political subdivision of the State with an area of operation focused on in the Capitol Hill community in the City of Seattle.

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."

Section 4. City Reserved Powers.

Under Seattle Municipal Code Ch 3.110 and this Charter, the City retains certain rights and powers with respect to its public corporations, including the Program. Such powers include, without limitation, the nomination of some members of the board by the Mayor, the requirement that all nominees for board membership be confirmed by the City Council; intervention to correct certain deficiencies; imposition of a trusteeship under certain circumstances; dissolution of a public corporation; and removal and replacement of board members, as necessary and appropriate. The City also has certain responsibilities to oversee the affairs of its public corporation as required under applicable State law. Under this charter, the Program has certain responsibilities to facilitate effective City oversight.

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, residential 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 Program shall function primarily within the Capitol Hill community, which is defined as the geographic area marked by the boundaries specified in Exhibit 1 (see map of Capitol Hill), 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 approval of the PDA Board of Directors (the "Board") in accordance with Article VII, Section 3 below.

ARTICLE V

POWERS

Subject to the limitations in Article VI and elsewhere in this Charter, the Program shall have and exercise all powers necessary or convenient to effect the purposes for which the Program is organized and to perform authorized Program functions, including, without limitation, the power to:

1. Own and sell real and personal property;
2. Contract and enter into partnership with individuals, associations and corporations, 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 the Federal Government, 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 and 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 Board, 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;

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;

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 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; and

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 this Charter. 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. No part of the net earnings of the Program shall inure to the benefit of, or be distributable as such to, the Board members, officers of the Program or other private persons. However, the limitations of this Section 1 do not preclude the following Program transactions or activities, and the Program may:

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 Board-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, liabilities, including attorneys' fees, reasonably incurred 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 Board, 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 of special assessments.

4. The Program may not incur or create any liability that permits recourse by any contracting party or member of the public to any assets, services, resources or credit of the City of Seattle.

ARTICLE VII

PROGRAM STRUCTURE; BOARD AND OFFICERS

Section 1. Board Composition.

The governance of all Program affairs shall reside in the Board, and may also be exercised through the Executive Committee as provided in the Rules and Regulations. The Board shall be composed of no fewer than eleven (11) members and no more than fifteen (15) members selected as follows:

1. Three (3) members shall be nominated by the Mayor.
2. The remaining Board members shall be nominated by a majority vote of the Board.

At the time of their confirmation by the City Council, Board members must be residents of or own property in the City of Seattle. At least seven members of the Board must be residents of or own property in the Capitol Hill community. At least one member of the Board must be a current residential tenant of a Program apartment building. Additional qualifications for Board members may be set forth in the Rules and Regulations.

Section 2. City Council Confirmation.

The names of members nominated under this Article shall be promptly submitted to the City Council for confirmation. Any such person whose name and supporting documentation has 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 Board member. No such person shall have or purport to have 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. Powers of the Board.

I. Concurrence Required. Prior authorization or concurrence of the Board by resolution shall be necessary for any of the following transactions:

a. Transfer or conveyance of an interest in real estate other than a release of 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 (1) year.

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

c. The donation of money, property or other assets belonging to the Program.

d. An action by the program as a surety or guarantor.

e. All transactions in which: (1) 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 (1) 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.

f. Any project or activity located outside of the Capitol Hill community upon a determination by the Board that such project or activity will further the purpose of the Program; provided that if such project or activity is also located outside the limits of the City of Seattle, the governing body of the jurisdiction in which such project or activity is located must also, by agreement with the City, consent thereto.

g. Adoption of an annual budget and a separate capital budget, when annual capital expenditures are expected to exceed one hundred thousand dollars (\$100,000).

h. Certification of annual reports and statements to be filed with the City Clerk as true and correct in the opinion of the Board, except as noted.

i. Proposed amendments to the Charter and to the Rules and Regulations.

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

2. Board Review. At least quarterly, the Board 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 Board shall also review on a quarterly basis balance sheets for the previous three (3) months. The Board shall review all such information at regular meetings, the minutes of which shall specifically note such reviews, and include such information.

Section 4. Board Concurrence Defined.

“Board concurrence,” as used in this Article, may be obtained at any regular or special meeting by an affirmative vote of a majority of the Board members voting on the issue, also representing at least one-third (1/3) of the total voting membership of the Board.

Section 5. Board Terms of Office, Meetings.

1. Terms of Office of Board Members. The terms of Board members shall be three (3) years (or such lesser or greater time as described in the resolution electing a Board member) and shall be staggered in order to promote both continuity and new perspectives on the Board. Any Board member may resign or be removed and a resulting vacancy filled by a nominee of either the Board or the Mayor, as applicable, in accordance with the Rules and Regulations.

2. Meetings. The Board shall hold regular meetings at least once each month. Special meetings of the Board may be called as provided in the Rules and Regulations in a manner consistent with the requirements of the Open Public Meetings Act, RCW Ch. 42.30. All Board meetings, including committee meetings, shall be open to the public as required under RCW Ch. 42.30. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence.

Section 6. Executive and Other Committees.

The Rules and Regulations may provide for the establishment of an Executive Committee and other committees of the Board, with such duties and powers as may be specified in the Rules and Regulations.

Section 7. Officers.

1. Composition. 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 officers shall be:

- a. Chair;

- b. Vice Chair;
- c. Secretary; and
- d. Treasurer.

The immediate past Chair may continue to serve as an officer, as provided in the Rules and Regulations. Any additional officers, as well as the qualifications thereof, of the Program shall be provided for in the Rules and Regulations.

2. Election; Terms. All officers shall be elected by the Board from among its own members and shall serve for a term not to exceed two (2) years.

3. Duties. The Chair, Vice Chair, Secretary and Treasurer shall have such duties as are incident to their offices, as further described in the Rules and Regulations.

4. Officer Removal, Resignation and Vacancy. Any officer may be removed, may resign and will be replaced by the Board as described in the Rules and Regulations.

5. Each of the Chair and Executive Director may initiate legal process and each shall be an agent of the Program for service of process.

6. Those officers authorized by the Board to sign checks, thereby withdrawing funds from the Program bank account, shall file fidelity bonds below .as provided in Article XII, Section 2

Section 8. Removal of PDA Board 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 PDA Board 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 PDA Board members from office. The term of any PDA Board 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 PDA Board pursuant to this section shall be nominated by the Mayor and confirmed by the City Council in the same way other persons appointed to positions requiring City Council approval are nominated and confirmed. The term

of any person nominated 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.

ARTICLE VIII

ANNUAL PUBLIC MEETING

A meeting shall be held each year (the "Annual Meeting") for the purposes of reporting on Program activities to the Capitol Hill community and other members of the public, and receiving comments from such groups. The Program report shall cover pending Program activities and significant accomplishments occurring in the prior year. In addition, at each Annual Meeting, the Program shall present the Annual Budget for the current fiscal year and an annual statement for the previous year's fiscal affairs.

The Annual Meeting shall be held in the spring, at a location and time determined by the Board to facilitate public attendance at such event. The Chair of the Board will preside over all Annual Meetings. Notice of the Annual Meeting providing the meeting location, date and time shall be posted on the Program website and to the Program blog (or such other widely circulating blog then in use within the Capitol Hill community) at least thirty (30) days prior to the meeting date and included in any periodic publications of the Program such as newsletters. In addition, a copy of the meeting notice shall be posted at a prominent place in the Program's offices and shall be sent by electronic mail to those individuals and businesses who have expressed an interest in the Program by furnishing an e-mail address to the Program.

The Annual Meeting shall be open to the public and shall comply in all respects with the Open Public Meetings Law.

ARTICLE IX

ANNUAL REPORTING AND RECORDS REQUIREMENTS

Section 1. Annual Reporting.

The Program shall report to the public at the Annual Meeting as described in this Charter and shall annually file with the City documents as described in Article 5 of the Rules and Regulations.

Section 2. Establishment and Maintenance of Office and Records.

The Program shall:

1. Maintain its principal office within the limits of the City as well as an office within the Capitol Hill community;
2. File and maintain with the City Clerk a current listing of all Program officials, their positions, and their business and home addresses; the address of the principal office and all other offices used by the Program, and a current set of Program 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 3. Public Records and Access.

Copies of all minutes of all regular or special meetings of the Board and a copy of the annual report described in Article 5 of the Rules and Regulations shall be available to the general public upon request. The public shall have full access to records and information of the Program consistent with the State Public Records Act (RCW Ch. 42.56) and other applicable state law and City ordinance.

ARTICLE X

RULES AND REGULATIONS

The PDA Board shall adopt Rules and Regulations to provide such rules for governing the Program and its activities as are not inconsistent with this Charter, including rules for those matters set forth in Seattle Municipal Code 3.110.140B not provided for in this Charter. The adoption of the Rules and Regulations, and any amendments thereto, shall require an affirmative vote of a majority of those members of the PDA Board who are entitled to vote.

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 Board 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 of which thirty (30) days' advance notice has been given.

Section 2. Board 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 Board fifteen (15) days prior to any regular Board meeting (or any special meeting of which thirty (30) days' advance notice has been given), then the Board 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 Board may not vote on the proposed amendment until the next regular Board meeting or special meeting of which thirty (30) days' advance notice has been given, provided that such notice and information is provided to Board members at least fifteen (15) days prior to such meeting. Germane revisions 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 Board approving amendments to the Charter require an affirmative vote of two-thirds (2/3) of the Board members present to vote on the issue, also representing at least a majority of the total voting membership of the Board.

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

The Rules and Regulations of the Program may be amended or repealed by an affirmative vote of a majority of the total voting membership of the Board.

Section 5. Approval by Mayor.

After adoption of a proposed amendment to the Charter as set forth herein, the proposed amendment shall be filed in duplicate with the City Clerk. 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 Clerk. One original shall be retained by the City Clerk as a public record, and the other shall be delivered to the Program.

Section 6. 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 City Clerk.

Section 7. Effective Date of Amendments to the Rules and Regulations.

Amendments to the Rules and Regulations shall take effect ten (10) days after filing of the same with the City Clerk, unless such amendment(s) were passed by unanimous vote of the Board and an earlier effective date was set.

ARTICLE XII

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 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 Chair and its chief executive officer setting forth;

1. The name and principal office of the Program.
2. 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.
3. Any pending litigation or contingent liabilities.
4. The Board resolution providing for such dissolution and the date(s) and proceedings leading toward its adoption, whenever dissolution be voluntary.
5. A list of persons to be notified upon completion of dissolution.

ARTICLE XIII

MISCELLANEOUS

Section 1. Geographic Limitation.

The Program may conduct activities outside the Capitol Hill community and outside the City of Seattle upon prior authorization or concurrence of the Board as described in Article VII, Section 3.

Section 2. Bonding.

The Treasurer of the Program, and any other officials responsible for Program accounts and finances (including check signing authority), shall file with the Program fidelity bonds in an amount determined adequate and appropriate by the Board (which bond may be a fidelity bond provided by the Program that covers such official). 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 Board shall enforce the provisions of Seattle Municipal Code 3.110.580. Additionally, all final Board 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 Board.

Section 6. Discrimination Prohibited.

1. As provided in Seattle Municipal Code 3.100.260, neither Board nor Constituency membership may directly or indirectly be based upon or limited by age, race, color, religion, sex, national origin, marital status, parental status, sexual orientation, gender identity, political ideology, creed, ancestry or the presence of any sensory, mental or physical disability. The Board 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 Ch. 20.42.050 (Women's and Minority Business Utilization) OR Ch. 20.42 (Equality in Contracting) except as otherwise provided by law.

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 Charter is a complete restatement of the prior Charter of the Program originally issued May 20, 1976, and amended on May 23, 1977 and December 4, 1984, together with additional amendments approved by the Mayor as of June 30, 1994 and December 10, 2003.

Restated Charter approved by me this ____ day of _____, 2011.

CITY OF SEATTLE

By: _____
Mike McGinn, Mayor

Attest: _____
_____, City Clerk

EXHIBIT 1

[ATTACH MAP OF CAPITOL HILL]



Capitol Hill Housing Boundary Map

CHH Charter Amendments

2010-2011 Timeline

Updated 2/23/11

∞ April 11: Annual Meeting

March 28: 2nd Annual Meeting notice

March 25: Amendments provided to constituency (online)

∞ March 14: Final Council Adoption

March 10: Open community meeting at Capitol Hill Library

March 7: Annual Meeting Notice and Notice of Amendment to Charter and R&R

March 3: Packets mailed to members of record and focus group attendees for 3/10 meeting

February 28: Executive Committee Review

February 24: Notice of Election and Call for Nominations posted in newspapers

February 17, 19, & 23: Community focus group meetings

∞ February 14: Second discussion and review by Council

February 7: Red-line version provided to council, including statement of purpose and effect

February 7: Notify City of our intent to amend

January 31: Executive Committee Review

∞ January 10: First review of major revisions by Council

January 5: Outline of proposed major amendments presented to Council

January 3: Executive Committee Review

∞ December 13: First notice of proposed work on Charter and Rules

Prior to December 13: Schedule of amendment process noted in Council documents. Executive committee and management team updated on process. Staff red-line document. Meet with counsel at K&L Gates.

∞ Council Meeting

**Capitol Hill Housing Improvement Program
Proposed Restatement Charter/Rules & Regulations
Issues Matrix
April 11, 2011**

<u>No</u>	<u>Issues</u>	<u>Proposed</u>	<u>Existing Charter Requirements & Powers</u>	<u>Goals/Rationale</u>
1	Improve Public Accountability	<ol style="list-style-type: none"> 1. 7-8 of Board members must live or own property on Capitol Hill (out of 12-15). Charter VII §1.2 (p7) 2. New and more effective public accountability requirement Charter VIII; Rules V §4 (pp 8,9) <ol style="list-style-type: none"> a. More info on website b. Direct e-mail to board c. Broader publication of mtgs d. Community input through mtgs, charrettes, forums e. Routinely consult tenants for concerns and input f. Newsletter and report to community g. Annual Report h. Community engagement of staff and board 3. Call for nominations Rules I §2 (p1) 4. Add tenant representative to CHH board Charter VII §1.2 (p7) 5. City Reserved Powers Chart III §4 (p 2) 6. Remove the requirement for a formal constituency 	<ol style="list-style-type: none"> 1. Six members elected by Constituency (out of 12 to 14). 2. Quarterly meetings- Charter IX pg 17 3. Petition for changes to Charter - Charter XI §5 4. Vote to dissolve Program activities - Charter XII §3 5. Remove board members through petition 6. Property owners or residents of Capitol Hill who are 18 years or older. 7. Retain powers of the City. Charter II §4 <i>Art VIII and parts of Art IX, XI and XIV of Charter; Art IV of Rules</i> 	<ol style="list-style-type: none"> 1. More efficient and effective way to achieve goal of Capitol Hill Housing's public accountability 2. More cost-effective outreach 3. Easier to understand and administer 4. Existing Constituency rights not understood or used 5. City has power and authority to keep organization in check.

Capitol Hill Housing Improvement Program
Proposed Restatement Charter/Rules & Regulations
Issues Matrix
April 11, 2011

4	Term Limits for Board Members	<p>1. Four successive terms (unless Board approves more) - Rules I §1</p>	<p>1. No term limit</p> <p>2. No established qualifications for Board membership</p>	<p>1. Transparency</p> <p>2. Accountability</p> <p>3. Strengthen Board</p>
5	Notice Requirement to Board	<p>1. Allow e-mail notice and web posting</p> <p style="text-align: center;"><i>Rules Art II, Sec 4</i></p>	<p>1. Telephonic notice, mail or telegram</p> <p style="text-align: center;"><i>Rules Art II, Sec 3 and 4</i></p>	<p>1. Modernize document. (telephonic notice inconsistent with law; mail and telegram is out of date)</p> <p>2. Reduce staff time and expense required for notice</p>
6	Relocate certain provisions	<p>1. Items 1-4 from left column moved to Rules</p> <p>2. Added website and other public communication practices to Rules, in addition to annual public meeting in Charter</p> <p style="text-align: center;"><i>Art I, Sec 3; Art II, Sec 3; Art V, Sec 2 & 4 of Rules</i></p>	<p>From Charter:</p> <p>1. Quorum</p> <p>2. Board member election, recall & removal</p> <p>3. Robert's Rules</p> <p>4. Annual Reporting <i>Charter Art XI, Sec 2</i></p> <p style="text-align: center;"><i>Art VII, Sec 5 and Sec 6 (¶ 1, 5 & 7); Art IX, Sec 4;</i></p>	<p>1. Combine related provisions within 2 documents</p> <p>2. Simplify Charter by moving non-Code required language to Rules</p>
7	Other items	<p>1. Formal name is Board</p>	<p>1. Formal name is Council</p>	<p>1. Clarity and conforming to common usage</p>



Charter Revisions 2011

Capitol Hill Housing was founded in 1976 as a Public Development Authority.

In 2010, we completed a major strategic planning process and recommitted the work we do to focus on the Capitol Hill Community.

Our core purpose is to build vibrant and engaged communities.

Capitol Hill Housing is proposing a revision of its Charter and Rules and Regulations. The Charter and Rules date from the founding of the organization in 1976 and are outdated. They have received patchwork fixes over the years, and these fixes have left them confusing to use. The language intended to ensure public accountability and participation is an impediment to true public accountability.

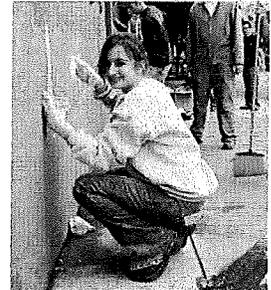
The goal is to modernize the Charter and Rules and to improve the ways that CHH staff and board members hold themselves accountable to the Capitol Hill community and City every day. Here are the most significant proposed improvements:

- ✧ Production of regular and widely disseminated communications to the community;
- ✧ Holding regular public meetings, charrettes, and committees;
- ✧ Ensuring significant Capitol Hill community representation on the CHH Board and Committees ;
- ✧ Opening certain CHH committees to non-board members
- ✧ Adding a position on the board for a CHH residential tenant
- ✧ Routine gathering of residential tenant input and concerns
- ✧ Participating in Capitol Hill community organizations—like the TOD Champion, Capitol Hill Chamber of Commerce, Capitol Hill Community Council, and Cal Anderson Park Alliance; and
- ✧ Using varied means of communication to inform the community about CHH meetings and work.

Beginning in January of this year CHH staff began to reformulate the Charter and Rules to meet these goals. The CHH Board also began discussing them in January. In February and March, staff and Board held three focus groups and one other community meeting to discuss the proposed changes. The Board voted in March to move the proposed changes to a vote at the CHH annual meeting on April 11, 2011.

Frequently Asked Questions

How will the proposed changes affect me? The proposed changes will probably not affect you. CHH meetings are currently open to the public and will continue to be open. CHH will continue to hold its annual meeting and other public meetings, provide monthly reports, participate in Capitol Hill community groups, seek to hear from you about CHH work, and continue to have community representation on the Board and Committees.



What is a PDA? Public Development Authorities are created by the City of Seattle to perform specific work of public benefit.

Who is the constituency? Residents and property owners on Capitol Hill who are 18 years or older who can also be members of record if they have attended a CHH meeting within the previous year.

Why is there a constituency? Most PDA's which began in the 70's and 80's had constituencies. Newer PDA's no longer have them, finding improved ways to be accountable. The Capitol Hill constituency was designed to keep the PDA accountable to the local community, but the rules around the constituency are an impediment to public accountability.



Can I come to your board meetings? Yes. PDA's hold open public meetings. All CHH agendas allow for public comment.



neighborhoods within reach

For more information please contact Erika Wilson at ewilson@capitolhillhousing.org.