The City of Seattle--Legislative Dep

REPORT OF COMMITTEE

Honorable President:

Your Committee on Business and Labor

report that we have considered the same and respectfully recommend that the same be

Do pass, 3-0.

Full Council Vote 8-0

[Signature]
Committee Chair

SMEAD 73 YSP 17117
The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported and Adopted: 6/1/94

Honorable President:

Your Committee on Business and Labor

to which was referred the within Council Bill No. 110175

report that we have considered the same and respectfully recommend that the same:

Do pass, 3-0.

Full Council Vote 8-0

Jan Dragos
Committee Chair
ORDINANCE

AN ORDINANCE establishing a Chinatown/International District Parking and Business Improvement Area; providing for the levy of special assessments upon business within the area, the deposit of revenues in a special account, and expenditures therefrom; providing for an implementing agreement; and making a conditionally reimbursable appropriation from the General Fund therefor, all by three-fourths vote of the city Council.

WHEREAS, the owners and/or operators of businesses, buildings and property located within the area and subject to sixty percent or more of the special assessments levied by this ordinance filed a petition with The City of Seattle to establish a Parking and Business Improvement Area pursuant to RCW Chapter 35.87A, which is filed in C.F. 300091; and pursuant thereto, the City Council adopted Resolution 28925, declaring its intent to establish the same; and

WHEREAS, the Chinatown/International District Parking and Business Improvement Area (BIA) established herein is for the purpose of enhancing conditions. The budget of the BIA shall be dedicated to activities in addition to basic services provided by The City of Seattle. Services provided by The City of Seattle shall not be reduced because of BIA activities and shall at all times be maintained at or above a level consistent with services provided to comparable business areas within the City; and

WHEREAS, as provided by Resolution 28925 (published in the Daily Journal of Commerce on June 6, 1994), the City Council held a public hearing thereon on June 1, 1994, at 2:00 p.m. in the City Council Chambers, 11th Floor, Seattle Municipal Building, Seattle. At the conclusion of the hearing, the City Council voted to establish the area as proposed in the petition, Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. District Established. As authorized by RCW Chapter 35.87A, there is hereby established a Chinatown/International District Parking and Business Improvement Area within the following boundaries and as shown on the map attached as Exhibit "A" (when a street or alley is named, the area boundary is the centerline of the right-of-way including vacated portions).

North boundary:

South Washington Street between 4th Avenue South and 5th Avenue South, and Yesler Way between 6th Avenue South and the east margin of Interstate 5;

East Boundary:

East boundary of Interstate 5 (the right-of-way under Interstate 5 is included in the area);
South Boundary:

South Dearborn Street between Interstate 5 and 6th Avenue South; and

West Boundary:

Airport Way South between South Dearborn Street and 4th Avenue South; 4th Avenue South between Airport Way and South Washington Street; and 6th Avenue South between South Washington Street and Yesler Way.

The area includes:

4th Avenue South, east side, between Airport Way and South Washington Street;

6th Avenue South, between South Dearborn Street and South Washington Street, and the easterly side of 6th Avenue South between South Washington Street and Yesler Way;

Maynard Avenue South between South Dearborn Street and South Main Street, and the segment thereof between South Washington Street and the I-5 right-of-way;

Seventh Avenue South between South Dearborn Street and South Main Street;

8th Avenue South between South Dearborn Street and South Jackson Street;

Interstate 5 right-of-way under lease by the state for business, commercial or parking purposes;

Yesler Way, south side, from 6th Avenue South to the east margin of Interstate 5;

South Washington Street from Yesler Way to Maynard Avenue South, and its south side from 4th Avenue South to 6th Avenue South;

South Main Street from 4th Avenue South to the east margin of Interstate 5;

South Jackson Street from 4th Avenue South to the east margin of Interstate 5;

South King Street, from 4th Avenue South to the east margin of Interstate 5;

South Weller Street from 4th Avenue South to the east margin of Interstate 5;

South Lane Street from 4th Avenue South to the east margin of Interstate 5;

South Dearborn Street, north side, from Airport Way to the east margin of Interstate 5;

Airport Way, east side, from 4th Avenue South to 6th Avenue South at South Dearborn Street; and
All alleys connecting two of the above streets or one of the streets and the Interstate 5 right-of-way.

Section 2. Programs. Special Assessment Revenues shall be used for component programs. (The first year's program is more fully described in the petition.)

(a) The Parking, Transit and Access Program is intended to provide information to the public about available parking; assist to improve Metro transit service; develop or assist parking for shoppers and visitors; encourage the use of transit and/or alternatives to single-occupant vehicles; and make appropriate studies therefor.

(b) The Common Area Maintenance and Improvement Program is intended to enhance the physical appearance of the area by such activities as daily removal of debris and litter from public areas; installing murals and signage; beautification with flowers and baskets or decorative lighting on public right of way; cleaning streets and removing graffiti; providing and cleaning receptacles for litter from the public; and development of cooperative programs with government and others to improve the physical character of the area.

(c) The Security Program is intended to enhance the level of public safety in the area through education and information about crime prevention; better communication systems; developing a block watch system; better lighting; improving the performance of governmental agencies; and, if necessary, investigating and/or providing supplemental security services.

(d) The Marketing Program should improve the area's image by such techniques as publishing and distributing promotional literature generating favorable publicity; creating and supporting community festivals and events; installing signs; and other actions to make the area a place to shop, work, live, visit and have fun.

(e) The organizational element is intended to provide (1) a forum for people who live, work, do business or own property in the

-3-
area to work together toward addressing community issues in the area
and activities of the Parking and Business Improvement Area (PBIA);
and (2) for administering PBIA activities.

The listing of services are illustrative and not exclusive.

All such activities are supplemental to street maintenance and
law enforcement provided by the City and are not to displace any
services regularly provided by municipal government.

Section 3. Levy of Special Assessments. To finance the
programs authorized in Section 2, there is levied and shall be
collected an annual special assessment upon the businesses and
property owners in the Chinatown/International District Parking and
Business Improvement Area described in Section 1, measured by the
type of use and rate of assessment in the following table, subject
to the calculations and limitations in Sections 4 and 5:

<table>
<thead>
<tr>
<th>Category</th>
<th>Core Zone</th>
<th>Outer Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Retail/commercial uses</td>
<td>.10 sq ft</td>
<td>.075 sq ft</td>
</tr>
<tr>
<td>Ground Floor</td>
<td>.05 sq ft</td>
<td>.025 sq ft</td>
</tr>
<tr>
<td>Upper Floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Wholesale/Manufacturing</td>
<td>.025 sq ft</td>
<td>.025 sq ft</td>
</tr>
<tr>
<td>III. Car/Truck Sales &amp; Service</td>
<td>.035 sq ft</td>
<td>.035 sq ft</td>
</tr>
<tr>
<td>IV. Commercial Parking</td>
<td>$5/space</td>
<td>$4/space</td>
</tr>
<tr>
<td>V. Property Owner</td>
<td>.05 sq ft</td>
<td>.02 sq ft</td>
</tr>
<tr>
<td>of land</td>
<td>.02 sq ft</td>
<td>of land</td>
</tr>
<tr>
<td>VI. Family Association</td>
<td>$75/year</td>
<td>$75/year</td>
</tr>
<tr>
<td>VII. Train Stations</td>
<td>$100/year</td>
<td>$100/year</td>
</tr>
<tr>
<td>VIII. Non-Profit tax-exempt</td>
<td>$100/year</td>
<td>$100/year</td>
</tr>
<tr>
<td>corporation (26 USC 501(c)(2) or (3)</td>
<td>membership</td>
<td>membership</td>
</tr>
<tr>
<td></td>
<td>optional</td>
<td>optional</td>
</tr>
<tr>
<td>IX. Housing</td>
<td>$6/unit</td>
<td>$4/unit</td>
</tr>
<tr>
<td>X. Duplex/Single Homes</td>
<td>$6/home</td>
<td>$4/home</td>
</tr>
<tr>
<td>XI. Full Service Hotels</td>
<td>$20/room</td>
<td>$15/room</td>
</tr>
</tbody>
</table>

Notes: 1. The Core and Outer Zones are shown on Exhibit A.
2. sq ft = square foot
Section 4. Calculation of and limitations upon assessments.

(a) Floor space or area assessed under one classification shall not be reassessed under another. The special categories (III, Car/Truck Sales and Services; VI, Family Association; VII, Train Station; and VIII, Non-profit) shall apply first where pertinent. Thereafter, the applicable assessment rate for the more general categories shall apply, and the rate for the more general categories shall apply and shall be determined in this sequence: (i) Category I, retail space and all commercial uses (including offices, restaurants, theaters, and personal services); (ii) Category II, wholesale/manufacturing; (iii) Category IV, commercial parking areas; and (iv) Category V, property owners. Among the residential categories, the sequence is (i) Category XI, full service hotels; (ii) Category IX, housing; and (iii) Category X, duplex/single family homes.

(b) Except in the case where the owner of the property is the rate payer, concessions, leased departments, or restaurants in office buildings and hotels, are assessed as separate business enterprises, whenever the occupancy has a separate City business license and appears to the public as an independently-operated enterprise.

(c) If multiple activities or uses are undertaken in a single business space, the predominant activity or usage determines the classification.

(d) If an owner of a building or of a business retains or franchises an independent contractor to manage or operate the structure or enterprise, respectively, collection shall be made from the owner unless the independent contractor agrees with the City to make payment or the owner can show that the contractor is obliged by a lease or contract to pay the special assessment.

Section 5. Exemptions. No special assessments shall be levied upon and collected from:

(a) Organizations eligible for charitable contributions under
the United States Internal Revenue Code (26 USC 170(c)(1) or (3));

(b) Contractors constructing or rehabilitating buildings in the District on account of structures or work in progress in the Area and owners of structures under construction or rehabilitation, which are closed to occupancy;

(c) Sponsors of public events and concessionaires, and vendors or entertainers, who engage in business activities in the area for less than 30 days in aggregate per year;

(d) Newsstands in street right-of-way and mobile vending carts in a public place;

(e) Individual P-patch plots under the City's urban gardening program, provided that the City may elect to pay an assessment for a site as a whole; and

(f) Utilities on account of their occupation of street area.

An owner and/or operator of an enterprise or activity which is exempt under this section may elect to participate in the PBIA by paying to the City for the PBIA One Hundred Dollars ($100.00) per year.

Section 6. Collection Schedule. Insofar as consistent with this ordinance and RCW Chapter 35.87A, special assessments shall be collected on an annual basis or in such a manner deemed appropriate by the Director of Licenses and Consumer Affairs or a successor official.

Section 7. Deposit of Revenues. There is hereby established in the City Treasury's Business Improvement Area Fund, a separate subaccount designated the Chinatown/International District Parking and Business Improvement Area Account (called "the Account"). The following monies shall be deposited in the Account:

(a) All revenues from special assessments levied under this ordinance;

(b) All income to the City from public events financed with special assessments;

(c) Gifts and donations for the Account;
(d) Interest and all other income from the investment of Account deposits; and

(e) Restitution moneys for expenditures made from the Account and reimbursements due to the Account.

Section 8. Expenditures. Expenditures from the Account shall be made upon vouchers drawn by the Director of Licenses and Consumer Affairs or a successor official and shall be used exclusively for the statutory purposes each as more fully defined in Section 2 and the petition to establish the area (C.F. 300091).

Section 9. Ratepayers Advisory Group. The Director of Licenses and Consumer Affairs or a successor official shall appoint an interim Ratepayers Advisory Board comprised of ratepayers from the Area. Within approximately 60 days of City Council approval of the establishment of a Chinatown/International District BIA, the interim Ratepayers Advisory Board will recommend and the Department of Licenses and Consumer Affairs will implement procedures to establish a permanent Ratepayers Advisory Board. Procedures shall be designed to insure inclusion of members representative of the entire geographic area of the District and representative of the classifications subject to assessment as defined in Section 1.

The Director of Licenses and Consumer Affairs may appoint additional members to the Ratepayer Advisory Board to ensure that a broad representation of ratepayers is provided. The additional members so appointed shall not exceed one-third (1/3) of the entire membership of the Board.

The Ratepayers Advisory Board shall be responsible for providing advice and consultation to the Department of Licenses and Consumer Affairs initially, and any individual or agency hired to manage the day-to-day operations of the Parking and Business Improvement Area program on all matters related to the operation of the program.

The Ratepayers Advisory Board will meet regularly; approve an annual work program and budget; address and discuss ratepayer
concerns and questions regarding the P3IA district and program; review all reports submitted to the Department of Licenses and Consumer Affairs by the program management; and sponsor an annual ratepayers meeting.

Section 10. Administration. The Director of Licenses and Consumer Affairs shall administer the program for the City with authority to:

(a) Classify ratepayers within the types of use under Section 3 and resolve ambiguities in the application of rates;

(b) Remit funds to the Seattle Chinese Chinatown Chamber of Commerce or a successor organization under the terms of a contractual arrangement, as provided for in RCW 35.87A.110;

(c) Collect the special assessments; refund special assessments when overpaid or paid for the same area by more than one ratepayer; extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or non-payment results from extenuating circumstances beyond the ratepayers control, such as a casualty loss causing premature closure of the business or bankruptcy or the total payment due to the City (exclusive of penalty and interest) is Ten Dollars ($10.00) or less; and exempt homes for which the King County Assessor has granted an exemption from property taxes under RCW 84.36.381-.389 on account of the low income status of the owner-resident.

(d) Calculate and collect the interest rate for late payments contemplated by Section 12;

(e) Establish a schedule of proportionate payments for new ratepayers first becoming subject to the assessment;

(f) Subject to advice and direction of the Ratepayers Advisory Board, execute an annual program management contract with a Program Manager, to be hired by the Ratepayers Advisory Board;

(g) After consultation and with the advice of the BIA Ratepayers Board, take such other actions as necessary and
appropriate to carry out the program with special assessments; 

(h) Accept and deposit advance payment of assessments by 
ratepayers; accept donations from governmental agencies and the 
public for PBIA programs; assist the Program Manager on applying for 
grants; and working with the Ratepayers Advisory Board and the 
Program Manager in soliciting or improving governmental services to 
the area; and 

(i) Under the City Administrative Code (SMC Chapter 3.01) to 
adopt, publish, and enforce rules, consistent with this ordinance, 
for carrying out its provisions.

Section 11. **Annual Budget.** After January 1, 1995, in 
consultation with the Program Manager and the Ratepayers Advisory 
Board, the Director of Licenses and Consumer Affairs or a succeeding 
official shall submit to the City Budget Director on or before March 
31st of each year a statement of the projects and activities to be 
conducted during the ensuing fiscal year; the proposed program 
budget; and a statement of the assessment rates and business classi-
fications requested for financing the proposed budget. A summary 
for the comments and recommendations received during such con-
sultations shall accompany the Department of Licenses and Consumer 
Affairs Director's submission to the Budget Director, and the 
Mayor's recommended budget to the City Council. The "Proposed First 
Year Expenses" attached to the Petition shall constitute the 
approved budget for 1994.

Section 12. **Delinquent Payments.** If an assessment has not 
been paid within thirty (30) days after its due date and the 
ratepayer had been making prompt payment in the past, the Director 
shall send a reminder notice and add a Five Dollar ($5.00) process-
ing fee. However, if (a) the assessment was not paid within sixty 
(60) days after its due date of (b) the assessment was not paid 
within thirty (30) days and the ratepayer has been late on one of 
the previous two payments, a delinquency charge shall be added in 
the amount of ten percent (10%) of the assessment in addition to the
processing fee. All assessments, which are not paid within sixty (60) days, shall also bear interest from the date payment was due at twelve percent (12%) per annum. The Director of Licenses and Consumer Affairs is authorized to bring an action to collect any unpaid assessments in the Seattle Municipal Court as a civil action, or at the discretion of the Director, in the Seattle District Court.

Section 13. Contract For Program Management. The Director is authorized to contract with a Program Manager as recommended by the Ratepayers Advisory Board at the annual meeting to administer the projects and activities. It is the intent of the City Council that the Director contract with the Seattle Chinese Chamber of Commerce to administer the program during the initial year, and for each year thereafter for as long as the Ratepayers Advisory Board concurs in its continuation as the Program Manager. The selection of a Program Manager upon the recommendation of the Ratepayers Advisory Board shall obviate compliance with the consultant selection procedures of Seattle Municipal Code Chapter 3.114 and Section 20.46A.170. Any contract for private security shall be reviewed by the Seattle Police Department.

Section 14. Rate Changes. Any change in the assessment rate shall only be made by ordinance and as authorized in RCW 35.87A.140. No increase shall occur in the assessment rate unless recommended by the Ratepayers Advisory Board.

To prevent reduction in services due to inflation in prices the City may from time to time, upon recommendation of the Ratepayers Advisory Board and by ordinance, increase or reduce assessment rates, to reflect changes in the purchasing power of money. Any increase in the assessment formula shall be based on the increase, if any, of the Consumer Price Index (CPI) for the metropolitan Seattle area; provided, however, that the increase shall not exceed five percent (5%) in any calendar year. The percentage of increase in the assessment formula shall be computed as follows:

\[
\frac{\text{Ending CPI} - \text{Beginning CPI}}{\text{Beginning CPI}} \times 100 = \text{Percentage of Increase}
\]
Rates after the percentage increase shall be rounded to the nearest one-thousandth (mil) as to square footage rates in Categories I, II, III, and IV, and nickel as to Categories IV, VI, VII, IX, X, and XI.

Section 15. Notices. Notices of assessment, installment payments, or delinquency, and all other notices contemplated by this ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the Director of Licenses and Consumer Affairs, and, if no address is shown there, to the address shown of the records of the City maintained for business or utility tax purposes under Seattle Municipal Code Chapters 5.44 and 5.48. Failure of the ratepayer to receive any mailed notice shall not release the ratepayer from the duty to pay the assessment, or except as authorized by Section 10(b), from payment on the due date and any delinquency charges.

Section 16. City departmental participation. The City elects to participate on behalf of Hing Hay Park, Children’s Park, and Kobe Terrace Park in the Chinatown/International District PBIA under Category V, property owner, and the Superintendent of Parks and Recreation or his or her deputy is authorized to represent the City as a ratepayer in PBIA activities. The Director of the Department of Neighborhoods is authorized to participate in the PBIA on behalf of a P-Patch if a majority of the gardeners of the individual plots so elect, and if the plot gardeners so elect, to authorize one or more thereof to represent the P-Patch in PBIA activities.

Section 17. Disputes. Any ratepayer aggrieved by the amount of an assessment or delinquency charge may on request obtain a meeting with the Director, or senior assistant designated by the Director to act on his or her behalf; and, if not satisfied, the ratepayer may appeal the matter to the City’s Hearing Examiner in the manner provided for a contested case under the City’s Administrative Code, Seattle Municipal Code Chapter 3.02.

Section 18. Interim Appropriation. To provide for start-up costs as recommended by the mayor and the Director, the sum of
Thirty Thousand Dollars ($30,000), or so much thereof as may be necessary is hereby appropriated from the General Fund, to be reimbursed unless the City's 1994 Budget provides otherwise from the Business Improvement Area Fund with revenues from special assessments no later than December 31, 1995.

Section 19. **Commencement of Assessments.** Assessment shall commence as of ____________, 1994.

Section 20. **Ratification and Confirmation.** The making of contracts and expenditures, and the sending of assessment notices pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 21. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the City Charter.

Passed by a three-fourths vote of all the members of the City Council the __ day of ___, 1994, and signed by me in open session in authentication of its passage this __ day of ___, 1994.

[Signature]
President of the City Council

Approved by me this __ day of ___, 1994.

[Signature]
Norman B. Rice, Mayor

Filed by me this __ day of ___, 1994.

[Signature]
Deputy Clerk

(SEAL)

Published__________
CHINATOWN/INTERNATIONAL DISTRICT
PARKING AND BUSINESS IMPROVEMENT AREA
AGENCY SERVICE AGREEMENT

THIS AGREEMENT is made between The City of Seattle ("the City"), a municipal corporation, acting through its Department of Finance ("the Department"), and the Seattle Chinatown Chamber of Commerce ("the Agency") to carry out Ordinance 117174.

WHEREAS, the Department, as principal, desires to contract with the Agency, for the purposes of administering the Chinatown/International District Parking and Business Improvement Area pursuant to RCW 35.87A.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, and attached and incorporated and made a part hereof, the parties mutually agree as follows:

ARTICLE I. TIME ELEMENTS

SECTION 100: Term of Agreement

The term of this Agreement shall begin July 1, 1994, and shall end on December 31, 1994, unless terminated or extended pursuant to the provisions of this Agreement.

SECTION 101: Schedule for Completion

All activities, services and work to be performed pursuant to this Agreement shall be completed by December 31, 1994.

ARTICLE II. ACTIVITIES

SECTION 200: Scope of Services

The Agency, on behalf of the businesses, residents and property owners in the Chinatown/International District Parking and Business Improvement Area, will serve as the program management contractor for the Chinatown/International District Parking and Business Improvement Area. The Agency shall be responsible for the work items set out in Appendix I: Scope of Services.
SECTION 205: Program Reporting

A written report or quarterly newsletter shall be submitted on or by August 15, and November 15, 1994, to the Director of the Department describing in detail the progress made during the preceding calendar quarter by the Agency towards the accomplishments of the scope of services set forth in Article II, Section 200, or justification for the lack of such accomplishment. Semi-annually, the report shall also contain a list of ratepayers in the district, specifying the name, business name, address, assessment value classification, and assessment information for each ratepayer, and additional information as set out by the Department of Finance pursuant to collection of delinquent accounts.

ARTICLE III. FINANCIAL CONDITIONS

SECTION 300: Project Budget and Compensation

(A) Special assessments, imposed by Ordinance 117174, will be collected by the Department on a quarterly basis, with payments due within thirty (30) days thereafter and becoming delinquent thereafter. Moneys will be deposited in the Finance Department's Chinatown/International District BIA fund. Accounts delinquent in excess of ninety (90) days will be referred for collection by the Seattle Law and/or Finance Departments.

(B) The maximum amount of expenditures by the BIA for the fiscal year ending December 31, 1994 for approved program projects and activities is Sixty Six Thousand, Five Hundred Dollars ($66,500).

(C) The Agency shall be compensated a total of Fourteen Thousand, Four Hundred Dollars ($14,400), comprised of Twenty-four Hundred Dollars ($2400.00) per month, for services in conjunction with work items set out in Appendix I: Scope of Services during the 1994 fiscal year for the performance of the services described in Article II.

(D) The Department will make every effort to reconcile assessment and delinquency interest collections, program expenses and agency fees by December 31, 1994.

SECTION 310: Method of Payment

(A) The Agency shall submit a properly executed invoice specifying expenditures by project or activity identified in the approved budget, including monthly agency fees per Section 300, not later than seven (7) working days after the end of each month, together with all reporting data required by the Director of the Department for approval and subsequent payment from the BIA fund account to: The Seattle Department of Finance, Attention: Linda Kabakjian, PBIA Coordinator.
(B) The Department shall approve and subsequently make payment, directly to the Agency, for approved invoice amounts within ten (10) working days following receipt of the invoice from the agency, provided that the Department determines that the expenditures by project or activity identified in the invoice have been provided according to this Agreement.

(C) The Department reserves the right to withhold payments pending timely delivery of services, program reports or documents as may be required under this Agreement.


(A) All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and the Department shall have the right to audit the records of the Agency as they relate to the work, upon reasonable notice. The Agency shall also:

1. Maintain an effective system of internal control over and accountability for all funds and property and make sure the same are used solely for authorized purposes.

2. Keep a continuing record of all disbursement by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Agency's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.

3. Maintain payroll and financial records for a period of three (3) years after receipt of final payment under the Agreement.

4. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City and the State Auditor, and at any time during normal business hours and as often as necessary.

5. Repay to the Department any funds in its possession at the time of the termination of this Agreement that may be due to the City.

(B) In the event that the City determines that any funds were expended by the Agency for unauthorized or ineligible purposes or constitute disallowed costs and orders repayment of the same, the Agency shall remit the same to the Department within thirty (30) days.
(C) Further, all financial records and fiscal control systems will be established and maintained in a manner to meet the approval of the City; records and reports submitted shall be satisfactory to meet the approval of the Director of the Department.

ARTICLE IV GENERAL CONDITIONS

SECTION 400: Nondiscrimination and Affirmative Action

(A) The Agency agrees to comply with all state and local laws prohibiting discrimination with regard to race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Consistent with that obligation, in the event the Agency has three (3) or more employees during the term of this Agreement, the following provisions of Seattle Municipal Code 20.44.040 shall be deemed to be incorporated herein:

(B) During the performance of this Agreement, the Agency agrees as follows:

The Agency will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Director of the City's Human Rights Department or his/her designee (hereinafter the "HRD Director") setting forth the provisions of this nondiscrimination clause.

The Agency will, prior to commencement and during the term of this Agreement, furnish to the HRD Director upon his/her request and on such form as may be provided therefore, a report of the affirmative action taken by the Agency in implementing the terms of these provisions, and will permit access to its records of employment, employment advertisements, application forms, other pertinent data and records requested by the HRD Director for the purpose of investigation to determine compliance with these provisions. If, upon investigation, the HRD Director determines that there is probable cause to believe that the Agency has failed to comply with any of the terms of these provisions, the Agency shall be so notified in writing. The Department shall give the Agency an opportunity to be heard, after ten days notice. If the Department concurs in the findings of the HRD Director, the Department may suspend this Agreement and/or withhold any funds due or to become due to the Agency pending
compliance by the Agency with the terms of these provisions.

(C) Failure to comply with any of the terms of these provisions shall be material breach of this Agreement.

(D) The foregoing provisions will be inserted in all sub-Agreements for work covered by this Agreement for the sole purpose of monitoring compliance by the HRD Director.

SECTION 401: WMBC

The provisions of Seattle Municipal Code Ch. 20.46A are hereby incorporated by reference and made a part hereof as if fully set forth herein.

SECTION 402: Compliance

During the term of this Agreement, the Agency shall make a good faith effort to:

(A) Utilize MBEs and WBEs;

(B) Require every subcontractor utilized by the Agency for work under this Agreement to make a good faith effort to utilize MBEs and WBEs and incorporate the provisions of Seattle Municipal Code Ch. 20.46A (Women's and Minority Business Enterprise Utilization Ordinance) in its subcontractor agreements; and

(C) Maintain records reasonably necessary for monitoring compliance with the provisions of the Seattle Municipal Code Ch. 20.46A.

SECTION 403: Response to the Human Rights Department

Inasmuch as the Seattle Human Rights Department is authorized and empowered by Seattle Municipal Code Ch. 20.46A to monitor compliance with the Agency's women and minority business enterprise utilization commitment during the term of this Agreement, the Agency shall furnish to such department within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine the Agency's compliance.

SECTION 404: Failure to Comply

Any failure of the Agency to comply with the provisions of Seattle Municipal Code Ch. 20.46A will be considered a material breach of contract, and may result in one or more of the following actions:
(a) Suspension of the City's obligations under this Agreement;
(b) Withholding of funds due to the Agency;
(c) Recission of this Agreement; and
(d) Disqualification of the Agency from eligibility to provide services to or for the City for a period not to exceed two (2) years.

SECTION 406. Construction

This Agreement shall be construed in accordance with the laws of the State of Washington, regardless of its place and execution or performance.

SECTION 407. Amendments

The parties hereto reserve the right to make changes in this Agreement whenever and to the extent agreed upon by the same. Either party may request changes in the scope of services, performance, or reporting standards to be performed or provided under this Agreement. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between the Agency and the Department, shall be incorporated by a written amendment to this Agreement, however, extension of the Term of Agreement, which is mutually agreed upon by and between the Agency and the Department, may be made effective by written notification by the Department.

SECTION 408. Limited Effect of Approval by Department

Action of the Director of the Department pursuant to or in implementation of this Agreement does not constitute any official action by any other City Department or official that may be required by law, City Charter, ordinance, rule or regulation before Agency may rightfully commence, suspend, enlarge, or terminate any particular undertaking.

SECTION 409: Compliance with Applicable Laws

The Agency shall comply with all applicable laws of the United States of America and the State of Washington; with the Charter, Municipal Code, and ordinances of The City of Seattle; and with the rules, regulations, and directives of the officers and administrative agencies of these jurisdictions, all at no additional cost to the City.

SECTION 410: Liability to Third Parties

(A) The Agency shall hold harmless and defend the City from all claims, damages and expenses arising out of or resulting from any negligent act or omissions of the Agency or any of its agents, officers or employees performing work under this Agreement or on account of any unpaid wages or other remuneration.
(B) The City shall hold harmless and defend the Agency from all claims, damages and expenses arising out of or resulting from any negligent act or omissions of the City or any of its agents, officers or employees performing work under this Agreement or on account of any unpaid wages or other remuneration.

(C) **Insurance:** The Agency shall maintain at all times a public liability insurance policy, naming the City as an additional insured, protecting and holding the City harmless from all claims, damages and expenses arising out of or resulting from any negligent act or omissions of the Agency or any of its agents, officers or employees performing work under this Agreement. Such policy shall provide coverage primary to any insurance maintained by the City, in at least the principal amount of $1,000,000 combined single limit each occurrence. Upon written request of the City, the Agency shall provide a certificate of insurance, or, a duplicate of the policy as evidence of the insurance protection afforded.

SECTION 416: Confidentiality

Any reports, information, data, etc. given to or prepared or assembled by the Agency under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Agency without the prior written approval of the Department.

SECTION 435: Subcontracting

This Agreement is personal to each of the parties hereto and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party. In the event of any approved assignment or subcontract, the Department shall continue to hold the Agency responsible for proper performance of the Agency’s obligations under this Agreement.

SECTION 440: Future Support

The Department makes no commitment of future support and assumes no obligations for future support of the activity contracted herein except as set forth in this Agreement.

SECTION 445: Reservation of Rights

Neither payment by the Department nor performance by the Agency shall be construed as a waiver of either party’s rights or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.
SECTION 450: Severability

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the contemplated project as determined by the Department.

SECTION 454: Extension of Agreement

The term of this Agreement may be extended by the Department, at the option of the Department, by written notice to the Agency of such extension and specifying the ending date of the Agreement by which all activities, services and work to be performed pursuant to the Agreement shall be completed.

SECTION 455: Termination of Agreement for Cause

(A) If, through any cause, the Agency shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Agency under this Agreement shall, at the option of the Department, become the property of the Department.

(B) If the Agreement is terminated by the Department as provided herein, the Agency will be paid compensation for services satisfactorily performed to the termination date.

(C) Notwithstanding the above, the Agency shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Agency, and the Department may withhold any payments to the Agency for the purposes of setoff until such time as the exact amount of damages due to the City from the Agency is determined.

SECTION 459: Quality of Performance

(A) The Agency shall be responsible for the quality of services rendered and the suitability of the end product and/or service of the intended use. Its responsibilities hereunder shall not be reduced by recommendations or assistance received from the City which vary from the terms and conditions of this Agreement unless reduced to writing, signed by the responsible City officer and made addenda to or amendments of this Agreement.
(B) The City shall judge the adequacy and efficiency of work performed, the sufficiency of records and the end product of services rendered. If during the course of the Agreement, the services rendered do not meet the desired results, the Agency shall correct, modify, and/or perform again the services. Failure to make the necessary corrections shall be a material breach of Agreement and be cause for termination.

(C) All work shall be performed and services supplied in a manner to further project purposes and goals, and in compliance with guidelines for performance set by this Agreement and general direction of the City.

SECTION 480: Addresses

Written notices, requests, grievances or adjustments to the Department shall be made to Mr. Dwight D. Dively, Department of Finance, Attention: Linda Kabakjian, PBIA Coordinator, 600 4th Avenue, Room 103, Seattle, Washington 98104-1891. Written notices, requests, grievances or adjustments to the Agency shall be made to Cliff Louie, Interim Executive Director, Chinatown/International District BIA, C/O Interim Community Development Association, 409 Maynard Ave., Suite 207, Seattle, Washington 98104. Either party, may by written notice to the other, name another individual or location for receipt of notices under this agreement.
SECTION 485: Integrated Document

This Agreement embodies the agreement, terms and conditions between the Department and the Agency. No verbal agreements or conversation with any officer, agent or employee of the Department prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon either party.

IN WITNESS WHEREOF, THE DEPARTMENT AND THE AGENCY HAVE EXECUTED THIS AGREEMENT.

CHINATOWN/INTERNATIONAL DISTRICT

By: Dan Mar, President
Seattle Chinatown Chamber of Commerce

Date:

CITY OF SEATTLE/DEPARTMENT OF FINANCE

By: Dwight Dively, Director

Date: 7-24-94

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.
Appendix I: Scope of Services

The Seattle Chinatown Chamber of Commerce (the Agency), on behalf of the businesses, property owners and residents in the Chinatown/International District, will serve as the program management contractor for the Chinatown/International District Parking and Business Improvement Area. The Agency shall be responsible for the following work items:

1. Provide staff assistance and guidance to the Ratepayers Advisory Board (the "RAB") in its efforts to carry out the projects and activities financed through the assessments.

2. Provide assistance to the RAB including, but not limited to: set meeting times and locations; notify all ratepayers of all RAB meetings, through the newsletter; keep minutes, and follow through on recommended activities. Appointments to the RAB shall be subject to the approval of the Director of the Department of Finance who may make supplemental appointments to the Ratepayers Advisory Board. The RAB shall represent the various classifications subject to the special assessment. The Director of the Department of Finance, or his designee, shall be a member of the RAB.

3. Submit to the RAB for review and approval and, after such approval has been given, but on or before September 1, 1994, submit to the Director of the Department, a statement of the projects and activities to be conducted during the period July 21, 1994 through December 31, 1994, a proposed program budget for such projects and activities, and a statement of the assessment rates and business classifications requested for financing the proposed budget.

4. Negotiate and execute subcontractors for work exceeding the approved budget, provided, that subcontractors of $10,000 or more shall be subject to the prior written approval of the Director of the Department and the RAB.

5. Carry out the work program (including specified products or activities, timetable,
and budget for each major item) for both the public areas program and marketing and promotion program approved by the Director of the Department and the RAB.

6. Schedule, provide adequate notice of, prepare an agenda for and hold an annual meeting of all ratepayers on or before December, 30, 1994, at which meeting, ratepayers shall have the opportunity to recommend to the City (a) to continue the existing program management contractor or a suitable successor program management contractor; (b) an increase or reduction in assessment rates reflecting changes in the purchasing power of money as stipulated in the above-referenced ordinance; and (c) work program changes.

7. Prepare program reports as stipulated below and attend a quarterly meeting with the Department to review program performance and discuss plans.

8. Prepare an annual report by December 30, 1994 as required by Ordinance 117174.
May 17, 1994

The Honorable Jim Street
President
Seattle City Council
1100 Municipal Building
Seattle, Washington 98104

via: Diana Gale, Director
Office of Management and Budget

Subject for legislation: Proposed Chinatown/International District Parking and Business Improvement Area resolution and ordinance.

Dear Councilmember Street:

Attached for Council review and approval is the implementing legislation required to establish the Chinatown/International District Parking and Business Improvement Area (PBIA). This consists of two items:

1) a resolution declaring the intention of the City to establish the PBIA and fixing a date and place for a public hearing; and

2) a follow up ordinance:
   a) establishing the PBIA;
   b) providing for a special assessment levy upon business within the area;
   c) creating a special account;
   d) establishing an implementing agreement between the City and PBIA; and
   e) making a conditionally reimbursable $30,000 appropriation from the General Fund.

The $30,000 appropriation is an advance on first year revenues, would be interest free and would need to be repaid by December 31, 1995.

The Parking and Business Improvement Area (PBIA) steering committee, comprised of Chinatown merchants and property owners, has completed their petition collecting more than the required 60% rate payers' signatures. We are impressed with their public involvement,
assessment, and outreach which has literally been a one-on-one outreach effort refining and marketing the proposed PBIA.

The project to organize this proposed PBIA was supported by our department through the Neighborhood Matching Fund. The Chinatown PBIA asked us to coordinate the preparation of the PBIA legislation which we have done through the Law Department. We are also working closely with Department of Licensing and Consumer Affairs staff which have been involved with and supportive of the project since its inception.

The Chinatown PBIA has already contacted City Councilwoman Jan Drago. Jan Drago's committee has scheduled a briefing and public hearing on the proposed PBIA for June 1, 1994 between 2:00 - 4:00 p.m. We are working with this deadline and are coordinating with OMB and the Law Department in the hope that the legislation can be submitted to City Council today.

If you or your staff have any questions about the PBIA or legislation, please contact my staff, Mary Lynn Jensen, at 684-0353.

Sincerely,

Jim Diers

cc: David Bley, Mayor's Office
    Elaine Marklund, OMB
    David Haley, Department of Licensing and Consumer Affairs
    Jorgen Bader, Law Department
    Mary Lynn Jensen, DON

Attachments

File: C:/Users/steve/General/CTIDORD.DOC
PETITION TO ESTABLISH:
Chinatown/International District
Parking and Business Improvement Area

TO THE CITY COUNCIL OF SEATTLE:

We, the owners and operators of businesses, organizations, buildings and property located within the proposed area, hereby petition the City of Seattle to establish a Parking and Business Improvement Area (PBIA) as authorized by RCW Chapter 35.87A, within the boundaries described in Attachment A.

To provide programs and other services which improve the general economic climate and enhance the environment of the Chinatown/International District neighborhood, (hereinafter the District), the City of Seattle would levy special assessments upon businesses, organizations, buildings and property within the area; deposit the funds in a special City fund; and, pass them through to the Seattle Chinese Chintown Chamber of Commerce (hereinafter the Chamber) who would contract with the District Ratepayer Board for services as outlined in the following paragraphs:

1. The City of Seattle would levy special annual assessments upon businesses and property in the area for the purposes of operating a program pursuant to those activities outlined in RCW Chapter 35.87A. The activities to be performed shall be consistent with the intent of the District as outlined in Attachment B.

2. The City of Seattle would levy the special assessment by applying an assessment rate against each business, organization and property within the area as described in Attachment C.

3. The minimum assessment of $100 (one hundred dollars) will be applied to every business, organization and property within the boundaries, except for the owners of homes, including condominiums, or duplexes, which shall be assessed at a minimum rate of $6 (six dollars) per home and family associations, which will be assessed at an annual rate of $75 (seventy-five dollars).

4. The annual assessment for the District program will be approximately $138,000 (one hundred thirty-eight thousand dollars).

5. The assessment formula used in establishing the PBIA shall be subject to review at the Annual Meeting of the Chinatown/International District PBIA. Any subsequent increases of the assessment formula shall be based on the increase, if any, of the Consumer Price Index (CPI) for the metropolitan Seattle area. The percentage of increase in the assessment formula shall be computed as follows:

\[(\text{Ending CPI} - \text{Beginning CPI}) \times 100 = \text{Percentage of increase}\]

Beginning CPI
Petition to Establish
6. The following would be exempt:

   A. Non-profit organizations qualified for charitable contributions under the United States Internal Revenue Code 501(c)(3).

   B. Concessionaires at public events, vendors or entertainers in District streets and parks who engage in business in the area less than 30 days per year.

7. The City of Seattle will collect all funds and remit all the funds to the Chamber under the terms of a contractual arrangement. The Chamber will enter into a contract with the District to provide for program management and services. A District ratepayer board and committees (as required) shall be appointed and shall be responsible for setting District policy guidelines and approving District budget, expenditures and programs. Moreover, the District staff shall be responsible for the carrying out of the District's programs which are financed through the special assessments.

<table>
<thead>
<tr>
<th>Business or Property Address</th>
<th>Owner's Signature</th>
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ATTACHMENT B

A Community Partnership
Chinatown/International District
Business Improvement Area
First Year Work Program

The Benefits

I. Parking/Transit Promotion

This programming area would focus on the opportunity to showcase access to and around the Neighborhood by working with existing programs, such as Merchants Parking, and creating new strategies. Programs which would be developed include:

A. The aggressive promotion of existing facilities, through the development of a parking map and other marketing programs, including the addition of new, decorative directional signs.

B. Organizing a Parking Task Force to encourage consideration of additional on-street parking opportunities, such as diagonal parking and parking meter timing, the development of new parking facilities, the development of an employee education campaign regarding parking and providing input on the second phase of the City of Seattle's Multi-Modal Study.

C. Pursue the development of feasibility studies for a new parking facility.

D. Work with METRO to consider opening the tunnel on Sundays, especially when there are special events.

E. Working with METRO to leverage marketing resources through the promotion of existing Neighborhood access and the Chinatown/International District bus tunnel station and Waterfront Streetcar stop.

F. The strengthening and promotion of the parking validation program, including exploring the opportunity to participate in the Easy Streets Parking and Transit Validation Program.

G. Consider integrating employee parking, bus, carpool, vanpool and taxi services to reduce employee parking demands, and thereby increase parking for customers.
II. Common Area Improvements

A top priority will be the establishment of programs which will enhance the physical character of the area. Specifically, the following programs were recommended for consideration during the implementation of the plan:

A. The daily removal of debris and litter from public areas and sidewalks. Work to add more garbage cans to the District.

B. The pressure washing of sidewalks on a regular basis.

C. The creation of gateway murals and other signage to the District.

D. The addition of District-wide beautification programs, such as the placement and maintenance of flower baskets and banners.

E. Adding decorative lighting or lanterns, as well as exploring the potential addition of decorative white lights to trees.

F. The creation of a more aggressive program by METRO to clean bus shelters and stops, as well as the creation of a more aggressive program by the City of Seattle to clean the streets and gutters, remove graffiti and litter from light poles and address alley maintenance.

III. Security

A priority will be established to ensure the highest degree of public safety in the area. Clearly the City must do all it can to provide the best level of police service. In addition, we must continue to work with the City to support the addition of legal tools which allow the Police Department to increase their effectiveness.

Our initial work program will include:

A. Being an active participant in working to ensure the voicing of business and property owner security concerns through the International District Public Safety Committee and the West Precinct Citizens Advisory Committee.

B. Work with the City of Seattle’s Crime Prevention Office, Seattle Police Department, to educate businesses and employees and to establish block watch systems.

C. Work with existing organizations and property owners to create a radio network to enhance communications and security.
First Year Enhancement Program
Page 3

D. Work with the City of Seattle to ensure that existing laws prohibiting aggressive panhandling, public urination and public drinking, are enforced in the District.

E. Add adequate lighting to streets, alleys and parking facilities.

F. Work with METRO and the Department of Transportation to ensure an adequate level of security for the publicly owned property in the District.

G. Investigate options for private, supplemental security service in the District.

IV. Marketing

An exciting, coordinated and highly leveraged marketing program would be created to strengthen and enhance the Neighborhood's image. Suggested programs would include:

A. A new District promotional brochure, including a listing of all businesses, community organizations and services, District activities and a parking map.

B. Marketing and organizational support for existing community events, including the Street Fair, Weekend Market and Chinese New Year.

C. The creation of new special events, such as a Dragon Boat Festival; evening shopping and dining promotions; tie-ins with Seattle Mariner games and other Kingdome events such as creating special package with game tickets, meals, and parking; and others.

D. The creation of new directional signs or kiosks, such as the placement of a District informational system at the bus tunnel entrance.

E. An on-going public relations campaign to promote the many positive benefits of the District as a place to shop, work, live, visit and have fun.

F. The management of a program to ensure District business needs are communicated to local and regional government agencies.

G. The creation of a newsletter to keep businesses informed of District and other community activities, the use of existing community print media to provide information about the neighborhood, and the management of "after hours" meetings and other District networking activities.
H. The opportunity to tie-in with other Downtown marketing programs, such as the Super Saver off-season tourism promotion programs and Out to Lunch Concerts.

V. Organization

A long-needed program would be created to provide a forum to allow all area businesses and property owners the opportunity to work together toward addressing the marketing, parking, common areas and other economic issues facing the District.

The City of Seattle would contract with the Seattle Chinese Chinatown Chamber of Commerce for the delivery of program services. A PBIA Board would be established to set policy and oversee the management of program services. All PBIA participants would have the opportunity to serve on the PBIA Board and Committees. A full-time district manager would handle the day-to-day affairs of the PBIA and would report to the PBIA Board. Key tasks for the manager would include:

A. Promoting on an on-going basis the roles and activities of the organization and its businesses and property owners.

B. Scheduling and attending meetings to address business concerns.

C. Serving as a liaison to local and regional government agencies.

D. Creating and managing marketing activities.

E. Supervising maintenance and other contractors.

F. Managing the budget and the overall operations of the organization.
Proposed First Year Expenses

I. Marketing $30,000
II. Parking/Transit Promotion $3,000
III. Security $25,000
IV. Common Areas $38,000
V. Organization $30,000
VI. Contingency $12,000

Total: $138,000

Total Projected Income: $138,859.24
ATTACHMENT C

A Community Partnership
Chinatown/International District
Business Improvement Area

Annual Assessment Formula

<table>
<thead>
<tr>
<th>Category</th>
<th>Core</th>
<th>Outer</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Ground Floor</td>
<td>.10 sq ft</td>
<td>.075 sq ft</td>
</tr>
<tr>
<td>Upper Floor</td>
<td>.05 sq ft</td>
<td>.025 sq ft</td>
</tr>
<tr>
<td>II. Wholesale/Manufacturing</td>
<td>.025 sq ft</td>
<td>.025 sq ft</td>
</tr>
<tr>
<td>III. Car/Truck Sales &amp; Service</td>
<td>.035 sq ft</td>
<td>.035 sq ft</td>
</tr>
<tr>
<td>IV. Commercial Parking</td>
<td>$5/space</td>
<td>$4/space</td>
</tr>
<tr>
<td>V. Property Owner</td>
<td>.05 sq ft of land</td>
<td>.025 sq ft of land</td>
</tr>
<tr>
<td>VI. Family Association</td>
<td>$75/year</td>
<td>$75/year</td>
</tr>
<tr>
<td>VII. Train Stations</td>
<td>$100/year</td>
<td>$100/year</td>
</tr>
<tr>
<td>VIII. Non Profit</td>
<td>$100 or Exempt*</td>
<td>$100 or Exempt*</td>
</tr>
<tr>
<td>IX. Housing</td>
<td>$6/unit</td>
<td>$4/unit</td>
</tr>
<tr>
<td>X. Duplex/Single Homes</td>
<td>$6/home</td>
<td>$4/home</td>
</tr>
<tr>
<td>XI. Full-Service Hotels</td>
<td>$20/room</td>
<td>$15/room</td>
</tr>
</tbody>
</table>

* 501(c)(3) organizations will be given an option to pay $100 per year.
一九九三年十月

申請成立
華埠國際區泊車及商業改進協會

致西雅圖市議會

我們是國際區的商業、社區機構、大廈及物業的業主及經營者，根據RCV第35.87A條，現向西雅圖市政府申請成立泊車及商業改進協會。所包括的範圍可參閱附件A。

為期華埠國際區提供計劃及其他服務，以改進經濟氣氛及環境，西雅圖市政可向上述商業、社區機構、大廈及物業徵收特別稅項。由市府收到以後，轉交中華商會，然後與區內的管理局簽訂合約，提供下列服務：

一、根據RCV第35.87A條，西雅圖市政府每年按商業及物業徵收特別稅，以執行計劃及活動。活動所包括的地區如附件B所示。

二、西雅圖市政府所徵收的特別稅項，其商業、機構及物業之範圍如附件C所示。

三、起徵稅額為一百元，適用於每一商業、機構及物業，但不限於住宅、公寓及餐廳，住宅每戶讀稅六元，家庭會的業務稅二十五元。

四、按年徵收稅額約為十三萬八千元。

五、用於市區泊車及商業改進的徵稅方法，將在華埠國際區泊車及商業改進協會的年會上審定，如需加稅，亦按華埠國際區泊車及商業改進協會的協議為基礎。其加稅率之增加則以下列方程式計算：

\[(\text{新增加稅率} - \text{開始稅率指數}) \times 100 = \text{增加稅率的申請}\]

開始稅率

六、下列換補免稅：

A. 美國稅務局稅號501(C)(3)核准的非牟利慈善機構。

B. 在區內街道及公園提供公益服務，供應或供服務，每年的營業不超過三十天。

七、西雅圖市政府收集稅款後，轉交商會，並作合約性安排，商會並與區內管理及服務團體簽訂合約，一個管理局及委員會（必要的）將被委任，負責簽訂政策及批准預算、開支和計劃。負責推行計劃的員工，將由特別稅款支付工資。

商業及物業地址

 затем 외

車主簽名
附件B

社區的合作者

華埠國際區商業改進第一年工作計劃

利益

一、泊車／交通推廣

本計劃將集中與現存的計劃，如廁所泊車合作，並研究新策略，計劃發展包括：

A. 擴展現有設施，通過泊車地圖及其他計劃，並增設新的指示標誌。
B. 與單位泊車工，以增加泊車地點的泊車機會，如定期泊車、泊車費的時間、開放新的泊車設施，向僱員提供泊車教育，及西雅圖市政府的多個泊車方式的研究。
C. 開展可行性的新泊車設施。
D. 與巴士公司研究，是否可以在星期日開放途徑巴士，尤其是有特別活動的時候。
E. 與巴士公司合作，進一步推廣現有的城道巴士及南華街車站之服務。
F. 加強推廣各種有效的泊車計劃，參與各種泊車項目。
G. 考慮完善的便民泊車方法，如利用巴士、多人共享、小巴及計程車服務，以減少員工的泊車需求，因而增加顧客的泊車位。

二、公眾地區的改造

首要進行的計劃，是本地區的形象，下列項目將考慮推行：

A. 每日清理公眾地方及行人路的垃圾，增加垃圾箱。
B. 定期清洗行人路。
C. 入口及各地增加欄杆。
D. 美化場區的環境，例如放置花壇及樹木等。
E. 加強裝飾光線或燈飾，或於樹上裝置燈飾。
F. 與巴士公司合作，注意途徑巴士亭及巴士站，並與西雅圖市政府合作，促其清潔街道及除去電柱塗鴉，清除垃圾，維修小巷。

三、治安

首要工作是維持本區的最佳治安，市府必須提供最大警察服務。市府並將提供合法的途徑，使警員能增加其效能。

我們初步的工作計劃包括：

A. 積極參與各項工作，務求表揚本區商業業主及業主對治安問題的關注。
B. 與西雅圖警察局之防止犯罪合作，向業主及僱員提供常識，建立自衛系統。
C. 與現有的機構及業主合作，建立無線電系統，以加強通訊和保安。
D. 與西雅圖市政府合作，確保現在的制度和行行為行人安全，禁止在公眾地方飲酒，禁止在公眾地方吸煙。
E. 於道路、小巷及停車場增加足夠的街燈。
F. 與巴士公司及運輸部合作，確保公共地方已有足夠的保安設施。
G. 查察現有哪些保安服務可在本區增設，以確保私人安全。

四、推廣

為加強本地區的形象，擬訂推廣計劃，包括下列建議：

A. 印製一全新推廣傳單，列出所有商業、社團及服務機構、社區活動及泊車地點。
B. 推廣及支持現有的社區活動，包括周慶、週末市場及中國新年等。
C. 創設新的特別活動，例如慶祝周節、晚上購物、晚宴推薦，並配合百業風水推廣周及橫額球賽的活動，提供入場劵、飲食及泊車的綜合服務。
D. 在雙巴巴士入口處加設路牌指示，加強本地區的交通系統。
E. 加強公眾計劃，促進推廣本地區的購物、工作、居住、休閒及遊玩之好處。
F. 加強管理，並確保本地區的商業及地方政府資訊。
G. 創辦一通訊，使本地區的商業和居民了解本地區活動；同時，利用現有的傳媒，報告社區動態；管理下週的會議，加強與其他地區的聯繫。
H. 配合市中心的推廣計劃，例如非旅遊季節的大減價，戶外午餐音樂會等。

五、結論

很多計劃需要由各行業的業主及業主共同參加、擬訂推行、運作、經費等本地區所面臨的計劃。

西推出市政府將與中華商會簽訂合約，以推行各項推廣計劃。現時國際區泊車及商業改造委員會理事會將擬訂策略及管理各項工作。所有參加者均有機會為理事會及委員會提供服務。一位全職的經理負責每日的行政工作，並向理事會報告。理事會的主要工作如下：

A. 在現有的基礎上，推行各商業及業主的活動。
B. 計劃及出席商業會議。
C. 聯絡各地方政府。
D. 創訂及管理各項推廣計劃。
E. 監督各項維修及承包合約。
F. 管理預算及全部運作。
### 第一年開支建議:

<table>
<thead>
<tr>
<th>項目</th>
<th>預算 ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>推廣</td>
<td>30,000</td>
</tr>
<tr>
<td>治車/交通推廣</td>
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</tr>
<tr>
<td>治安</td>
<td>25,000</td>
</tr>
<tr>
<td>公眾地方</td>
<td>38,000</td>
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<tr>
<td>轉換</td>
<td>30,000</td>
</tr>
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<td>偶生事件</td>
<td>12,000</td>
</tr>
<tr>
<td>合計</td>
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</tr>
<tr>
<td>總計全部收入</td>
<td>138,859.24</td>
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### 附錄C

社區的合作者
聯邦國際區商業改進協會

#### 每年徵稅方法

<table>
<thead>
<tr>
<th>項目</th>
<th>中心地區</th>
<th>外圍地區</th>
</tr>
</thead>
<tbody>
<tr>
<td>地下</td>
<td>每平方呎 $0.10</td>
<td>每平方呎 $0.075</td>
</tr>
<tr>
<td>鐵上</td>
<td>每平方呎 $0.05</td>
<td>每平方呎 $0.025</td>
</tr>
<tr>
<td>批發商/製造商</td>
<td>每平方呎 $0.025</td>
<td>每平方呎 $0.025</td>
</tr>
<tr>
<td>汽車/貨車銷售及服務</td>
<td>每平方呎 $0.035</td>
<td>每平方呎 $0.035</td>
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<tr>
<td>商業停車場</td>
<td>每車位 $6</td>
<td>每車位 $4</td>
</tr>
<tr>
<td>業主</td>
<td>每平方呎土地 $0.05</td>
<td>每平方呎土地 $0.025</td>
</tr>
<tr>
<td>宗教會</td>
<td>每年 $75</td>
<td>每年 $75</td>
</tr>
<tr>
<td>火車站</td>
<td>每年 $100</td>
<td>每年 $100</td>
</tr>
<tr>
<td>不牟利社團</td>
<td>$100或免*</td>
<td>$100或免*</td>
</tr>
<tr>
<td>住宅</td>
<td>每單位 $6</td>
<td>每單位 $4</td>
</tr>
<tr>
<td>機場/車庫</td>
<td>每戶 $6</td>
<td>每戶 $4</td>
</tr>
<tr>
<td>旅館</td>
<td>每間房 $20</td>
<td>每間房 $15</td>
</tr>
</tbody>
</table>

*501(c)(3)不牟利機構可選擇每年付稅$100。
BAN THỊNH NGUYỄN HỘI ĐỒNG THÀNH PHÔ SEATTLE
ĐỂ THÀNH LẬP KHU CẢI TIẾN THƯỞNG MAI VÀ NỘI ĐẤU XE
TẠI CHỞ TẦU/KHU QUỐC TẾ.

Chúng tôi, chủ nhân và những người điều hành các cơ sở thưởng mai, tổ chức, các cao ốc và địa ốc tọa lạc trong khu vực đề nghị, đồng thịnh nguyện thành phố Seattle đề thành lập một KHU CẢI TIẾN THƯỞNG MAI VÀ NỘI ĐẤU XE (PARKING AND BUSINESS IMPROVEMENT AREA viết tắt là PBIA) được quy định bởi RCW chương 35.87A, nằm trong ranh giới được định trong Phụ Bản A.

Để cung ứng cho các chương trình và các tổ chức có thể cải tiến kinh tế và ngoại cảnh của Chủ Tầu/Khu Quốc Tế (gọi là District được tạm định là Khu vực), thành phố Seattle cần đặc biệt luồng giá biểu thuế các cơ sở thưởng mai, các tổ chức, các cao ốc và địa ốc trong Khu vực; ngân khoản gia tăng này sẽ được chuyển vào một quỹ đặc biệt của thành phố và giao cho Phòng Thương Mai Chủ Tầu tại Seattle (được gọi là Phòng Thương Mai), Phòng Thương Mai sẽ khi uỷ ban Hội đồng định giá biểu thuế của Khu vực để thực hiện những khoản sau đây:

1.- Thành phố Seattle cần đặc biệt luồng giá biểu thuế hàng năm trên các cơ sở thưởng mai, địa điểm trong khu vực nói trên với mục đích để có thể điều hành một chương trình nhằm tạo điều kiện được các hoạt động được định trong RCW chương 35.87A. Những hoạt động này sẽ được hiển liên tục để đạt được các mục tiêu trong Phụ Bản B

2.- Thành phố Seattle sẽ tăng thuế biểu trong cách luồng giá đặc biệt và áp dụng trên các cơ sở thưởng mai, các tổ chức và địa điểm trong khu vực được định trong Phụ Bản C.

3.- Giá biểu thuế tối thiểu là $100.00 (một trăm đôla) sẽ áp dụng cho các cơ sở thưởng mai, các tổ chức và địa điểm trong ranh giới; ngoại trừ các chủ gia cư, chủ cơ sở hay song lập sẽ được định thuế tối thiểu là $6 (sáu đôla) cho mỗi nhà, các hoạt động gia ốc (bungalow) sẽ được định thuế hàng năm là $75 (bảy mươi lăm đôla).
4. Phân tầng thuế hàng năm của Khu vực vào khoảng $138,000 (một trăm ba mươi tám ngàn đồng).

5. Công thức lương giá thuế biểu của PBIA sẽ được xét lại tại Đại hội PBIA Chợ Tầu/Khu Quốc Tế hàng năm. Mỗi sự gia tăng thuế biểu sẽ dựa trên sự gia tăng chỉ số tiêu thụ (CPI) của thành phố Seattle. Số bạch phân giá tăng trong công thức lương giá biếu thuế sẽ được tính như sau:

\[(\text{Số CPI cuối cùng} - \text{Số CPI khởi đầu}) \times 100 = \text{Bạch phân gia tăng.}\]

Số CPI khởi đầu

6. Những Miễn trừ:
   A. Các cơ quan bất vụ lợi hội đủ điều kiện của điều 501(c)(3) Thuế Vụ Hoa Kỳ.
   B. Những hội hè cộng cộng, những người bán hàng hay trình diện trên đường phố, công viên của Khu vực, được tổ chức hay hành nghề không quá 30 ngày một năm.

7. Thành phố Seattle sẽ thấu tấc các khoản thuế trên và chuyển cho Phòng Thuế Mại dưới thực thi thuế kể ưu. Phòng Thuế Mại sẽ kế ưu cải vị với Khu vực để quản trị dịch vụ của chương trình. Một Hội đồng định giá biểu thuế của Khu vực và các ủy ban (bất buộc phải có) sẽ được chỉ định và có trách nhiệm thiết kế chính sách, chấp thuận ngân sách, các sự chi tiêu và các chương trình hoạt động. Nhân viên của Khu vực sẽ có trách nhiệm thực hiện các chương trình của Khu vực được tài trợ bởi sự tăng giá thuế đặc biệt này

Dịa chỉ của các cơ sở thuế Mại và địa ốc

______________________________

Chữ ký của chủ nhân

______________________________
PHỤ BÀN A
MỘT HỘP TÁC CÔNG DÔNG
CHỢ TÀU/KHU QUỐC TẾ
RANH GIỚI KHU VỰC CÁI TIẾN THƯỢNG MAI

C = Khu vực chính PBJA
O = Khu vực ngoài vi PBJA
PHỤ BẢN B

MỘT HÔP TÁC CỘNG ĐỒNG
CHỞ TÀU/KHU QUỐC TẾ
ĐỂ TANG TIỀN KHU VỰC THƯƠNG MAI

CHƯƠNG TRÌNH NĂM THỦ NHẤT

LO İç H.
I. CẢI TIẾN NỞI ĐẦU XE VÀ CHUYÊN VẬN.

Chương trình này nhằm cơ hội trình bày lợi ích của sự cải tiến các đường phổ dân dân đến, hay vùng quanh khu vực bằng cách phối hợp các chương trình hiện hữu khác như Merchant Parking, và thiết kế những sách lược mới.

A. Cải tiến tích cực các cơ sở hiện hữu bằng cách có một bản đồ các chỗ đỗ xe, các chương trình phát triển thương mại và thêm những bằng chi dân có trang trí mới.

B. Thành lập một ban đặc nhiệm: về chỗ đỗ xe để nghiên cứu có thêm chỗ đỗ xe trên phố, thí dụ như đỗ xe theo đường chéo góc hay đỗ xe theo giờ, thêm các nơi đỗ xe, cơ đỡ một chương trình hướng dẫn các nhân viên về đỗ xe và tham gia ý kiến cho đợt hai của thành phố Seattle về nghiên cứu Multi-Modal.

C. Tiếp tục khai thác các cuộc nghiên cứu khả dĩ có thêm nơi đỗ xe.

D. Căn thiệp với Metro để mở đường xe bus ngầm ngày Chủ nhật, nhất là khi có các ngày hội đặc biệt.

E. Căn thiệp với Metro tăng cường những phương tiện khác, trình thủ trưởng qua những ngày vào khu ID, trạm xe bus ngầm Chở Tàu/Khu ID và trạm xe đón ra biển.
F. Tăng cường và có đồng chương trình đầu xe hữu hiệu gồm khai thác cơ hội tham gia vào chương trình "Đầu xe dễ dàng trên phố và vận chuyển hữu hiệu".

G. Nghiên cứu phối hợp lại sự đầu xe của nhân viên, xe bus, đi xe chung và taxi để giảm nhu cầu đầu xe của nhân viên, do đó có thể gia tăng chỗ đầu xe cho các khách hàng.

II. CẢI TIẾN KHU VỰC CHUNG.

Ưu tiên hàng đầu của sự thiết kế chương trình sẽ nhận cải thiện bộ mặt của khu vực. Những chương trình sau đây đã được khuyến cáo một cách rõ ràng trong khi thực hiện kế hoạch:

A. Rác rưởi tại các nơi công cộng và trên hè đường sẽ được nhất hằng ngày. Đặt thêm các thùng rác trong khu vực.

B. Dùng với nước có sức ép rửa hè đường một cách đều đặn.

C. Vệ các bình hoa và các đầu hiệu chỉ vị khu vực.

D. Thème vào chương trình làm đẹp cho khu vực bằng cách đặt và chăm sóc các chậu hoa và các có liêu.

E. Thème ảnh, ảnh trang trí và các đèn long cùng tìm cách treo thème những đèn trang trí trên các cây.

F. Hoạt động tích cực hồn đề yêu cầu Metro làm sạch sẽ thème các trạm xe bus và để thành phố Seattle làm sạch sẽ thème đường phố, công nhân và tay sạch những hình vẽ bày trên tường, cũng bảo trì các ngôi hłem.

III. VĂN ĐỀ AN NINH.

Một ưu tiên khác được đặt ra là để bảo đảm an ninh cho khu vực một cách tốt. Đặc biệt khi thành phố phải làm tất cả để cung cấp dịch vụ cảnh sát được hữu hiệu nhất. Thêm vào đó, chúng ta cũng phải tiếp tục công tác với
thành phố để hỗ trợ việc gia tăng những phương tiện pháp lý cho Nha Cạnh Sát có thể hoạt động hiệu quả hơn.

Chương trình khởi đầu gồm có:

A. Là một thành viên tích cực hoạt động để bảo đảm tiễn năng và những mối quan tâm của thượng gia và chủ địa ốc tới Ủy Ban An Ninh Công Cộng của Khu Quốc Tế và Ủy Ban Cố Văn Nhán Dân trong vùng.

B. Công tác với Văn Phòng Phòng Ngự Tổ Việt của thành phố Seattle và Nha Cạnh Sát để hướng dẫn các cửa tiệm và nhân viên thành lập hệ thống cơ chế chứng cho nhau trong khu vực.

C. Công tác với các hội đoàn hiến máu, các chủ địa ốc thành lập một hệ thống phát thanh nhằm vào sự thông đạt tin tức và an ninh.

D. Công tác với thành phố Seattle để bảo đảm những luật lệ hiện hữu được thi hành như: cấm những việc ăn xin tảo bạ, di tiêu bày, uống rượu ở nơi công cộng.

E. Đặt thêm các đèn trên đường phố, ngõ hẻm và các bãi đỗ xe.

F. Công tác với Metro và Nha Giao thông để bảo đảm đầy đủ an ninh cho các cơ sở công cộng.

G. Nghiên cứu thêm việc dùng dịch vụ an ninh tư và phục cho khu vực.

IV. PHÁT TRIỂN THỊ TRƯỜNG.

Một chương trình phát triển thị trường hào hứng có phối hợp và mục đích cao cẩn được thiết kế để làm bổ sung của khu vực được tăng tiềm và thống vượng hơn. Chương trình đề nghị gồm có:
A. Một cuốn chí dân mới của khu ID có in danh sách tất cả các số thương mại, công động và dịch vụ, các hoạt động và một bản đồ các nơi đầu xe.

B. Quảng cáo và hỗ trợ các ngày hội công động như Hội Chợ, Chợ Cưới Tuần và Tết Nguyên Đán.

C. Tổ chức những ngày hội đặc biệt như Hội Thuyền Rồng, cổ động những buổi mua sắm và ăn tiệc buổi tối, phối hợp với các ngày có các trận đấu của Seattle Mariner và Kingdom để đặc biệt bán kệm với giấy váo cửa có thức ăn, chổ đậu xe v.v.

D. Thiết lập những bảng hay quay chỉ dân mới, thực sự như đặt tại lối ra vào của xe bus ngầm một hệ thống thông tin của khu ID.

E. Tiến hành liên tục việc cổ động quảng bá để tích cực làm tăng lợi ích cho khu vực ID như một nơi tốt để mua sắm, làm việc, cất ngơi, thăm viếng và giải trí.

F. Ban quản trị chương trình cần bảo đảm những nhu cầu thương mại của khu được đặt trong các cơ quan chính phủ địa phương và trong vùng.

G. Thiết lập một Bản Tin để thông báo các hoạt động thương mại và công động, dùng các an bản công động hiện có, đề cung cấp các an túc cống, đông, các buổi họp sau giờ làm việc và các hoạt động của khu ID.

H. Tìm cơ hội để phối hợp với các chương trình phát triển thị trường của thành phố như chương trình cổ động duyệt lịch ngoài mua, và mang tử vị tựa tới các buổi hòa nhạc.

V. TỔ CHỨC.

Một chương trình đã hạn có một nghị hội để tạo cơ hội cho các thương gia, các chủ cửa đề làm việc chung với nhau và các vấn đề như phát triển thị
trường, nội đau xe, khu vực chung và những vấn đề kinh tế khác đang phải đối diện.

Thành phố Seattle nên khắc phục với Phong Thượng Mai của Chợ Tầu Seattle về việc cung cấp dịch vụ của chương trình.

Một Hội Đồng Cải Tiến Thượng Mai Và Chợ Đầu Xe (PBIA) cần được thành lập để soạn thảo chính sách và giám sát việc quản trị chương trình. Tất cả các hội viên PBIA đều có cơ hội phục vụ hội đồng PBIA và các tiểu ban. Một quản trị viên toàn thời gian sẽ đảm nhiệm công việc thường nhật của PBIA và phục trinh cho hội đồng PBIA. Những nhiệm vụ chính của quản trị viên là:

A. Cố đọng thương trực và hoạt động của tổ chức cùng của các thương gia và chủ các địa ốc.
B. Lập thời biểu và tham dự buổi họp và trình bày các quan tâm về thương mại.
C. Giữ trái liên lạc với các cơ quan chính quyền địa phương và trong vùng.
D. Thiết kế và quản trị các hoạt động phát triển thị trường.
E. Giảm sát các việc bảo trì và các dịch vụ thứ khác.
F. Quản trị ngân sách và điều hành toàn diện chương trình.
| I. | Phát triển thị trường | $30,000 |
| II. | Cải tiến nội đâu xe và chuyển vận | $3,000 |
| III. | Vận để an ninh | $25,000 |
| IV. | Khu vực chung | $38,000 |
| V. | Tổ chức | $30,000 |
| VI. | Chi phí bất thường | $12,000 |

Tổng cộng: $138,000

Tổng cộng dự trừ phần thu: $138,859.24
PHỤ BÀN C

MỘT HỘP TÁC CÔNG DỤNG
CHỞ TÀU/KHU QUỐC TẾ
ĐỂ TĂNG TIỀN KHI VỤ THƯƠNG MẠI

CỘNG THỨC LIỆU QUẢNG GIA HÀNG NĂM

<table>
<thead>
<tr>
<th>PHÂN LOẠI</th>
<th>KHI VỤ C_pago CHÍNH</th>
<th>KHI VỤ C_pago NGOẠI VI</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Tàng I</td>
<td>.10 sq ft</td>
<td>.075 sq ft</td>
</tr>
<tr>
<td>Lâu trên</td>
<td>.05 sq ft</td>
<td>.025 sq ft</td>
</tr>
<tr>
<td>II. Tên bán sỉ/công nghệ</td>
<td>.025 sq ft</td>
<td>.025 sq ft</td>
</tr>
<tr>
<td>III. Nội bán và sửa xe</td>
<td>.035 sq ft</td>
<td>.035 sq ft</td>
</tr>
<tr>
<td>IV. Nội đếu xe thương mại</td>
<td>$5/space</td>
<td>$4/space</td>
</tr>
<tr>
<td>V. Chùa đia tốc</td>
<td>.05 sq ft of land</td>
<td>.025 sq ft of land</td>
</tr>
<tr>
<td>VI. Hội đoàn gia tốc (Bang)</td>
<td>$75/year</td>
<td>$75/year</td>
</tr>
<tr>
<td>VII. Ga xe lửa</td>
<td>$100/year</td>
<td>$100/year</td>
</tr>
<tr>
<td>VIII. Cơ sở bất vụ lý</td>
<td>$100 or exempt*</td>
<td>$100 or exempt*</td>
</tr>
<tr>
<td>IX. Chung cụ</td>
<td>$6/unit</td>
<td>$4/unit</td>
</tr>
<tr>
<td>X. Nhà-song lập/biệt lập</td>
<td>$6/home</td>
<td>$4/home</td>
</tr>
<tr>
<td>XI. Khách sạn (với dịch vụ)</td>
<td>$20/room</td>
<td>$15/room</td>
</tr>
</tbody>
</table>

* 501(c)(3) Những tổ chức này sẽ được quyền chọn lựa đóng $100/1 năm.
City of Seattle
Executive Department—Office of Management and Budget
Diana Gale, Director
Norman B. Rice, Mayor

May 16, 1994

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Neighborhoods

SUBJECT: AN ORDINANCE establishing a Chinatown/International District Parking and Business Improvement Area; providing for the levy of special assessments upon business within the area, the deposit of revenues in a special account, and expenditures therefrom; providing for an implementing agreement; and making conditionally reimbursable appropriation from the General Fund therefor, all by three-fourths vote of the City Council.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Elain Marklund at 4-8053.

Sincerely,

Norman B. Rice
Mayor

by

DIANA GALE
Budget Director

legis/mark2/kc

Enclosure

cc: Jim Diers

Accommodations for people with disabilities provided on request. An equal employment opportunity affirmative action employer.
Office of Management and Budget 300 Municipal Building, Seattle, Washington 98104 4106 (206) 684-6000 (1800) 684-6116

Return to front of report.
SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

[Signature: Jan Diego]

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

[Signatures]

PRESIDENT'S SIGNATURE
STATE OF WASHINGTON - KING COUNTY

44545
City of Seattle, City Clerk

Affidavit of Publication

The undersigned, or oath states that he is an authorized representative of The Seattle Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice a

ORD: 117174

was published on
06/21/94

The amount of the fee charged for the foregoing publication is the sum of $__________, which amount has been paid in full.

__________________________

Subscribed and sworn to before me on
06/21/94

__________________________

Notary Public for the State of Washington, residing in Seattle.
City of Santa
ORDINANCE 1141

WHEREAS, it is found by the City Council that the ratepayers of the City of Santa need a new program to improve the City's water system, and

NOW, THEREFORE, the City Council of the City of Santa, in accordance with the provisions of the Charter, does enact as follows:

SECTION 1. Ratepayer Advisory Board. The Ratepayer Advisory Board shall be appointed by the Mayor, with the advice and consent of the City Council, and shall consist of five members, at least two of whom shall be ratepayers of the City.

SECTION 2. Allocation of Funds. The funds for the service shall be allocated as follows:

(a) For the purchase of water treatment equipment, $100,000
(b) For the construction of new water lines, $250,000
(c) For the improvement of existing water lines, $150,000

SECTION 3. Payment Schedule. The payments shall be made as follows:

(a) The first payment shall be made on the first day of each month
(b) The second payment shall be made on the first day of each quarter
(c) The third payment shall be made on the first day of each year

SECTION 4. Rate Schedule. The rate schedule shall be as follows:

(a) The base rate shall be $2 per month
(b) The additional rate shall be $0.50 per thousand gallons
(c) The maximum rate shall be $10 per month

SECTION 5. Administration. The Ratepayer Advisory Board shall administer the program with the assistance of the City's water department.

SECTION 6. Effective Date. This ordinance shall take effect upon its adoption and shall continue in effect until the ratepayer Advisory Board has completed its work.

ADOPTED: February 1, 2023.

By the Mayor,

[Signature]

[Title]

City Manager

[Signature]

[Title]