

ORDINANCE No. 117174

100 *Law Department*

COUNCIL BILL No. 110175

The City of Seattle--Legislative Dep

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.

REPORT OF COMMITTEE

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 sa

Do pass, 3-0.

Full Council Vote 8-0

Jan Drago
Committee Chair

Clerk
CONTROLLER FILE No. 300091

OK

Introduced: <u>MAY 23 1994</u>	By: <u>DRAGO</u>
Referred: <u>MAY 23 1994</u>	To: <u>BUSINESS AND LABOR POLICY</u>
Referred:	To:
Referred:	To:
Reported: <u>JUN 6 1994</u>	Second Reading: <u>JUN 6 1994</u>
Third Reading: <u>JUN 6 1994</u>	Signed: <u>JUN 6 1994</u>
Presented to Mayor: <u>JUN 7 1994</u>	Approved: <u>JUN 9 1994</u>
Returned to City Clerk: <u>JUN 9 1994</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

174

NO Law Department

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The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported and Adopted
6/1/94

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4 ORDINANCE 117174

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6 and Business Improvement Area; providing for the levy of
7 special assessments upon business within the area, the deposit
8 of revenues in a special account, and expenditures therefrom;
9 providing for an implementing agreement; and making a condi-
10 tionally reimbursable appropriation from the General Fund
11 therefor, all by three-fourths vote of the City Council.

12 WHEREAS, the owners and/or operators of businesses, buildings and
13 property located within the area and subject to sixty percent
14 or more of the special assessments levied by this ordinance
15 filed a petition with The City of Seattle to establish a
16 Parking and Business Improvement Area pursuant to RCW Chapter
17 35.87A, which is filed in C.F. 300091; and pursuant
18 thereto, the City Council adopted Resolution 28925,
19 declaring its intent to establish the same; and

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

29 WHEREAS, as provided by Resolution 28925 (published in the Daily
30 Journal of Commerce on June 6, 1994, the City Council held
31 a public hearing thereon on June 1, 1994, at 2:00 p.m. in the
32 City Council Chambers, 11th Floor, Seattle Municipal Building,
33 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);

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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

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1 All alleys connecting two of the above streets
2 or one of the streets and the Interstate 5
right-of-way.

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

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

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

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

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

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

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

4 The listing of services are illustrative and not exclusive.

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

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

15 **Annual Assessment Formula**

16	<u>Category</u>	<u>Core Zone</u>	<u>Outer Zone</u>
17	I. Retail/commercial uses		
18	Ground Floor	.10 sq ft	.075 sq ft
18	Upper Floor	.05 sq ft	.025 sq ft
19	II. Wholesale/Manufacturing	.025 sq ft	.025 sq ft
20	III. Car/Truck Sales & Service	.035 sq ft	.035 sq ft
21	IV. Commercial Parking	\$5/space	\$4/space
22	V. Property Owner	.05 sq ft	.02 ¹ sq ft
23		of land	of land
24	VI. Family Association	\$75/year	\$75/year
25	VII. Train Stations	\$100/year	\$100/year
26	VIII. Non-Profit tax-exempt corporation (26 USC		
27	501(c)(2) or (3)	\$100/year	\$100/year
28		membership optional	membership optional
29	IX. Housing	\$6/unit	\$4/unit
30	X. Duplex/Single Homes	\$6/home	\$4/home
31	XI. Full Service Hotels	\$20/room	\$15/room

32 Notes: 1. The Core and Outer Zones are shown on Exhibit A.
33 2. sq ft = square foot

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1 Section 4. Calculation of and limitations upon assessments.

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

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

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

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

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

33 (a) Organizations eligible for charitable contributions under

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1 the United States Internal Revenue Code (26 USC 170(c)(1) or (3));

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

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

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

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

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

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

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

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

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

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

33 (c) Gifts and donations for the Account;

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1 (d) Interest and all other income from the investment of
2 Account deposits; and

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

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

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

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

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

32 The Ratepayers Advisory Board will meet regularly; approve an
33 annual work program and budget; address and discuss ratepayer

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1 concerns and questions regarding the PBIA district and program;
2 review all reports submitted to the Department of Licenses and
3 Consumer Affairs by the program management; and sponsor an annual
4 ratepayers meeting.

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

8 (a) Classify ratepayers within the types of use under Section
9 3 and resolve ambiguities in the application of rates;

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

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

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

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

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

32 (g) After consultation and with the advice of the BIA
33 Ratepayers Board, take such other actions as necessary and

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1 appropriate to carry out the program with special assessments;
2 (h) Accept and deposit advance payment of assessments by
3 ratepayers; accept donations from governmental agencies and the
4 public for PBIA programs; assist the Program Manager on applying for
5 grants; and working with the Ratepayers Advisory Board and the
6 Program Manager in soliciting or improving governmental services to
7 the area; and

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

11 Section 11. Annual Budget. After January 1, 1995, in
12 consultation with the Program Manager and the Ratepayers Advisory
13 Board, the Director of Licenses and Consumer Affairs or a succeeding
14 official shall submit to the City Budget Director on or before March
15 31st of each year a statement of the projects and activities to be
16 conducted during the ensuing fiscal year; the proposed program
17 budget; and a statement of the assessment rates and business classi-
18 fications requested for financing the proposed budget. A summary
19 for the comments and recommendations received during such con-
20 sultations shall accompany the Department of Licenses and Consumer
21 Affairs Director's submission to the Budget Director, and the
22 Mayor's recommended budget to the City Council. The "Proposed First
23 Year Expenses" attached to the Petition shall constitute the
24 approved budget for 1994.

25 Section 12. Delinquent Payments. If an assessment has not
26 been paid within thirty (30) days after its due date and the
27 ratepayer had been making prompt payment in the past, the Director
28 shall send a reminder notice and add a Five Dollar (\$5.00) process-
29 ing fee. However, if (a) the assessment was not paid within sixty
30 (60) days after its due date of (b) the assessment was not paid
31 within thirty (30) days and the ratepayer has been late on one of
32 the previous two payments, a delinquency charge shall be added in
33 the amount of ten percent (10%) of the assessment in addition to the

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1 processing fee. All assessments, which are not paid within sixty
2 (60) days, shall also bear interest from the date payment was due at
3 twelve percent (12%) per annum. The Director of Licenses and
4 Consumer Affairs is authorized to bring an action to collect any
5 unpaid assessments in the Seattle Municipal Court as a civil action,
6 or at the discretion of the Director, in the Seattle District Court.

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

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

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

33
$$\frac{(\text{Ending CPI} - \text{Beginning CPI}) \times 100}{\text{Beginning CPI}} = \text{Percentage of Increase}$$

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1 Rates after the percentage increase shall be rounded to the nearest
2 one-thousandth (mil) as to square footage rates in Categories I, II,
3 III, and IV, and nickel as to Categories IV, VI, VII, IX, X, and XI.

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

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

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

32 Section 18. Interim Appropriation. To provide for start-up
33 costs as recommended by the Mayor and the Director, the sum of

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1 Thirty Thousand Dollars (\$30,000), or so much thereof as may be
2 necessary is hereby appropriated from the General Fund, to be
3 reimbursed unless the City's 1994 Budget provides otherwise from the
4 Business Improvement Area Fund with revenues from special assess-
5 ments no later than December 31, 1995.

6 Section 19. Commencement of Assessments. Assessment shall
7 commence as of _____, 1994.


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

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

16 Passed by a three-fourths vote of all the members of the City
17 Council the 6 day of June, 1994, and signed by me in
18 open session in authentication of its passage this 6 day of
19 June, 1994.

20 
21 President of the City Council

22 Approved by me this 9 day of June, 1994.

23 
24 Norman B. Rice, Mayor

25
26 Filed by me this 9 day of June, 1994.

27 
28 Deputy Clerk

29 (SEAL)

30 Published _____
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CA 940002

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

RECEIVED
OFFICE OF THE
CITY CLERK

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.

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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.

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(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.

SECTION 330: Documentation of Costs and Financial Reporting Requirements.

(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.

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(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 occupation 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 therefor, 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

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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: WMBE

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:

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- (a) Suspension of the City's obligations under this Agreement;
- (b) Withholding of funds due to the Agency;
- (c) Rescission 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.

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(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.

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(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 202, Seattle, Washington 98104. Either party, may by written notice to the other, name another individual or location for receipt of notices under this agreement.

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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

July 21, 1994
Date:

CITY OF SEATTLE/DEPARTMENT OF FINANCE


By: Dwight Dively, Director

Date: 7-21-94

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**CHINATOWN/INTERNATIONAL DISTRICT
PARKING AND BUSINESS IMPROVEMENT AREA**

AGENCY SERVICE AGREEMENT

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 subcontracts for work according to the approved budget; provided, that subcontracts 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,

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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.

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City of Seattle
Department of Neighborhoods
Jim Diers, Director Norman B. Rice, Mayor

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,

Citizens Service Bureau • Neighborhood Programs • Neighborhood Service Centers • Urban Conservation
The Department of Neighborhoods is an equal opportunity/affirmative action employer
700 Third Avenue • 400 Arctic Building • Seattle, WA 98104-1848 • TDD 206/684-8811 • FAX 206/233-5142
Accommodations for people with disabilities provided upon request

Printed on Recycled Paper

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The Honorable Jim Street
May 17, 1994
Page 2

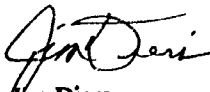
assessment, and outreach which has literally been a one-on-one outreach effort refining and marketing the proposed PBIA.

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

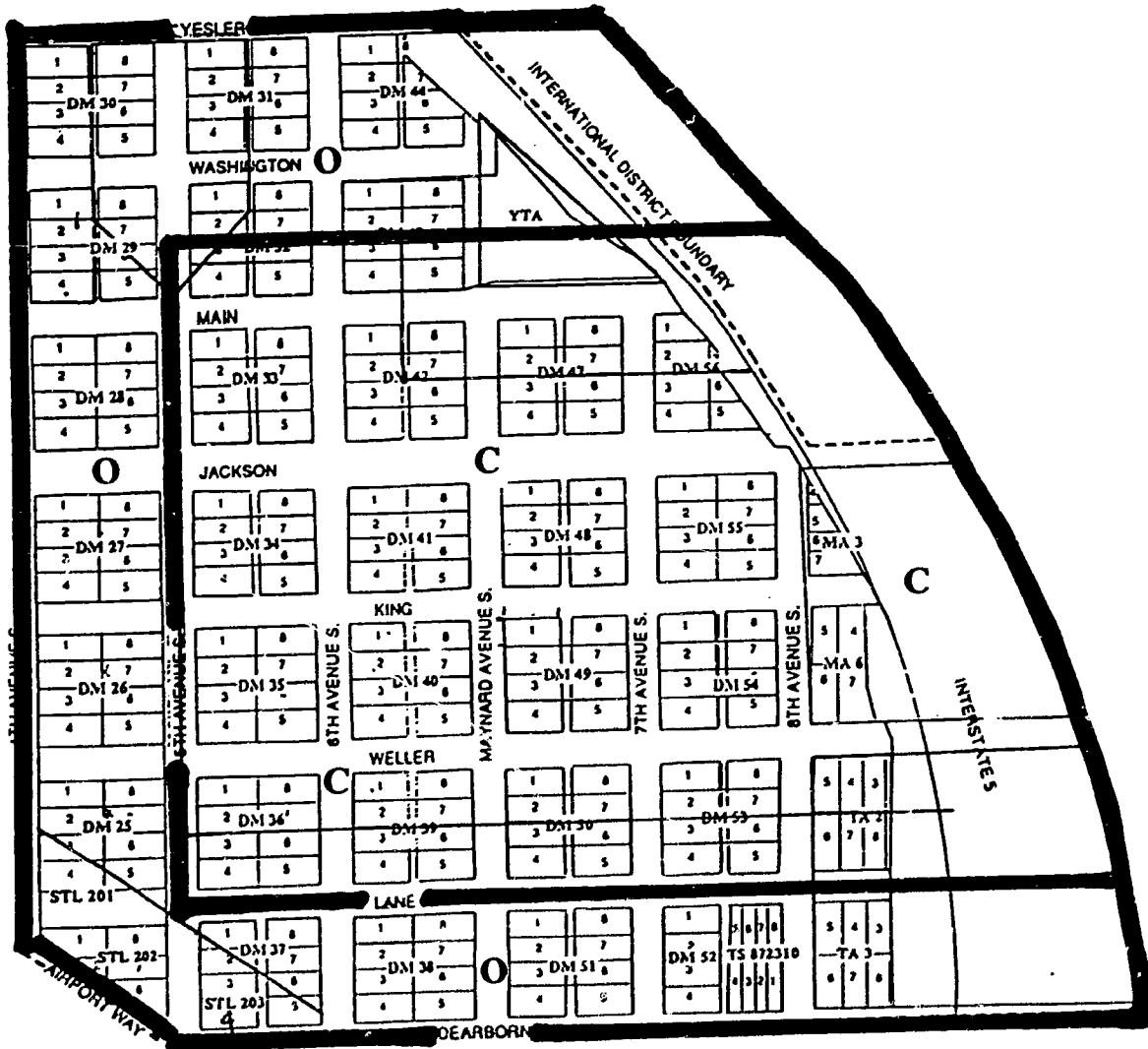
Attachments

File: Common/Steve/general/CTIDORD.DOC

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ATTACHMENT A

A Community Partnership Chinatown/International District Business Improvement Area Boundaries



C = Core PBI Area

O = Outer PBI Area

EXHIBIT A

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October 1993

PETITION TO ESTABLISH:

**Chinatown/International District
Parking and Business Improvement Area**

COPY RECEIVED
MAY 16 PM 2:15
SEATTLE CITY ATTORNEY

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 Chinatown 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:

$$\frac{(\text{Ending CPI} - \text{Beginning CPI}) \times 100}{\text{Beginning CPI}} = \text{Percentage of Increase}$$

Petition to Establish

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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.

Business or Property Address

Owner's Signature

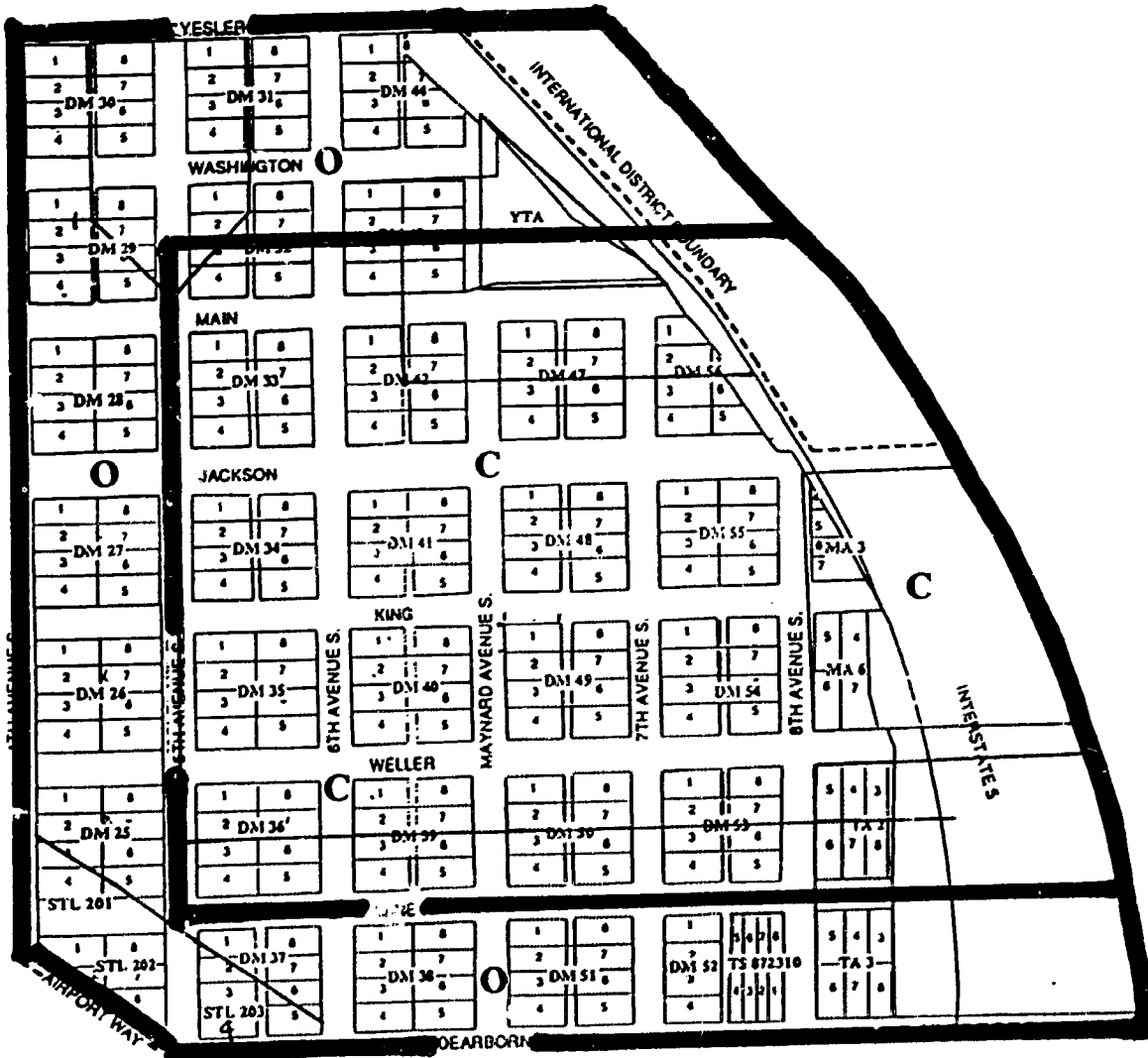
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ATTACHMENT A

**A Community Partnership
Chinatown/International District
Business Improvement Area Boundaries**



C = Core PBIA Area
O = Outer PBIA Area

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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.

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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.

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- 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.

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- 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 meeting 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.

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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

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ATTACHMENT C

A Community Partnership *Chinatown/International District Business Improvement Area*

Annual Assessment Formula

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

* 501(c)(3) organizations will be given an option to pay \$100 per year.

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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

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

為向華埠國際區提供計劃及其他服務，以改進經濟氣候和環境，西雅圖市政可向上列的商业、社區機構、大廈及物業徵收特別稅項，由市府收集以後，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章，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、起碼稅為一百元，適用於每一商業、機構及物業，但不包括住宅、公寓及雙屋。住宅每戶徵稅六元，宗親會則徵稅七十五元。

四、全年徵稅總額約為十三萬八千元。

五、用於建立泊車及商業改進的徵稅方法，將在華埠國際泊車及商業改進協會的年會上修訂，如增加稅，亦按照西雅圖大都會地區的生活指數為基礎。其百分率之增加則以下列方程式計算：

$$\frac{(\text{最後生活指數} - \text{開始生活指數}) \times 100}{\text{開始指數}} = \text{增加百分率的申請}$$

六、下列機構免稅：

- A. 美國稅務局編號501(C)(3) 核准的不牟利慈善機構。
- B. 在區內街道及公園提供公眾服務、供應或娛樂者，每年的營業不超過三十天。

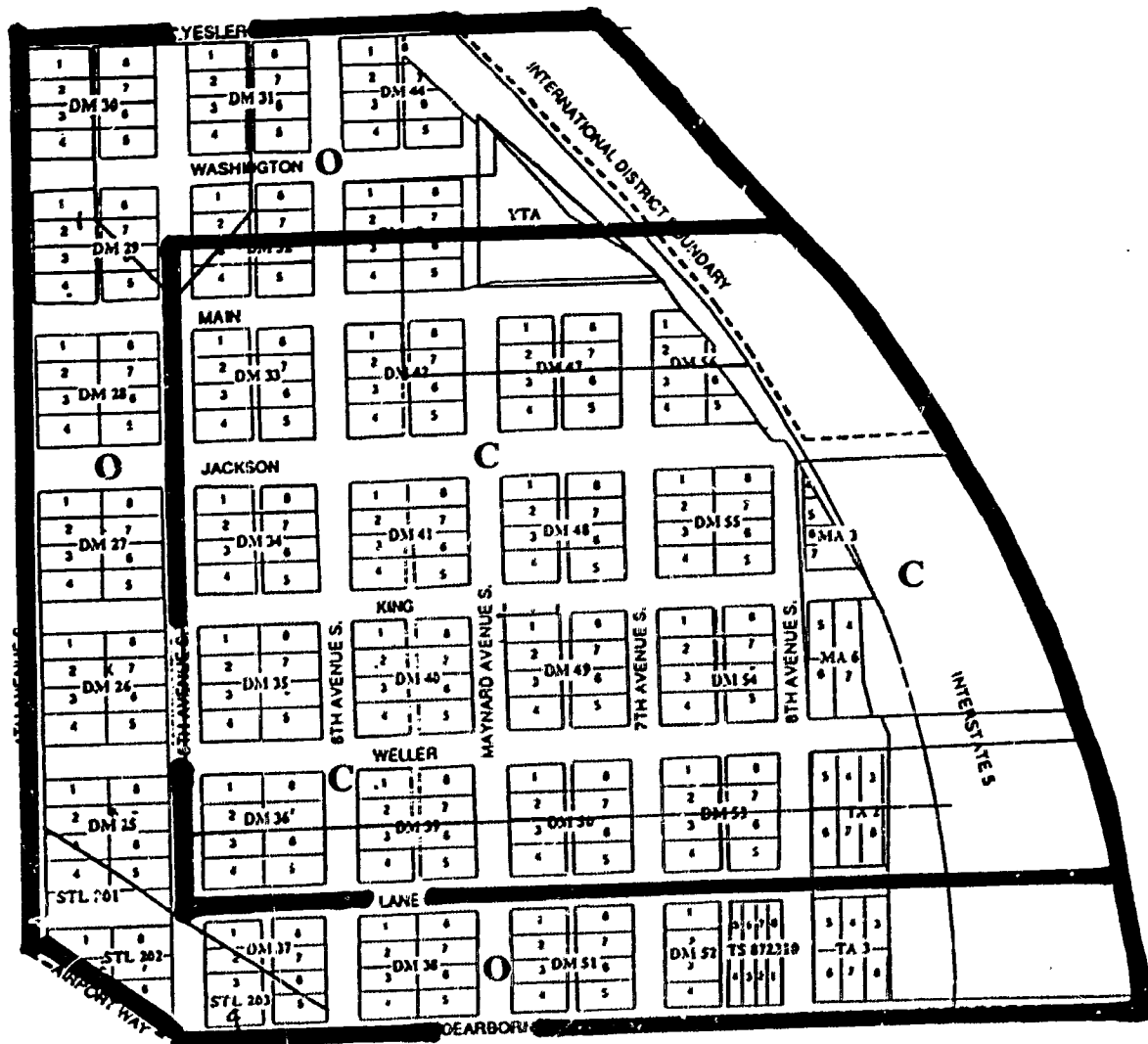
七、西雅圖市政府收集稅款後，轉交商會，並作合約性安排，商會並與區內管理及服務團體簽訂合約，一個管理局及委員會（必需的）將被委任，負責擬訂政策及批准預算、開支和計劃。負責推行計劃的員工，將由特別稅款支付工資。

商業及物業地址

東主簽名

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附件A
 社區的合作者
 華埠國際區商業改進界限



C = 中心地區
 O = 外圍地區

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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

本計劃將集中與現有的計劃，如商人泊車合作，並研究新策略，計劃發展包括：

- A. 積極推廣現有設施，通過泊車地圖及其他計劃，並增設新的指示標誌。
- B. 組織泊車工作隊，以考慮增加街道上的泊車機會，如斜線泊車、泊車表的時間、開發新的泊車設施、向僱員提供泊車教育，及西雅圖市政府的多種泊車方式的研究。
- C. 發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運道巴士，尤其是有特別活動的時候。
- E. 與巴士公司合作，進一步推廣現有的運道巴士及湖傍街車站之服務。
- F. 加強推廣各種有效的泊車計劃，參與各種泊車項目。
- G. 考慮完整的僱員泊車方法，如利用巴士、多人共車、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、公眾地區的改進

首要建立的計劃，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. 入口及各地增加標誌。
- D. 美化全區的環境，例如放置花籃及橫額等。
- E. 增加裝飾燈光或燈籠，或於樹上放置燈飾。
- F. 與巴士公司合作，注意清潔巴士亭及巴士站，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，市府並需提供合法的途徑，使警局能增加其效能。

我們初步的工作計劃包括：

- A. 積極參與各項工作，務求表達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罪案組合作，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，確保現行法例禁止向行人求乞、禁止在公眾地方小便、禁止在公眾地方喝酒。
- E. 街道、小巷及停車場增加足夠的街燈。

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- F. 與巴士公司及運輸部合作，確保公眾地方已有足夠的保安設施。
- G. 查察尚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，擬訂精彩推廣計劃，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、社區活動及泊車地圖。
- B. 推廣及支持現有的社區活動，包括街展、周末市場及中國新年等。
- C. 創設新的特別活動，例如慶祝端午節、晚上購物、晚餐推廣，並配合西雅圖水手棒球隊及景郡球場的活動，提供入場券、飲食及泊車的綜合服務。
- D. 在堡道巴士入口處加設路標指示，加強本地區的資訊系統。
- E. 加強公關計劃，積極推廣本地區的購物、工作、居住、探訪及遊玩之好處。
- F. 加強管理，並確保本地區的商業與地方政府溝通。
- G. 創辦一通訊，使本地區的商業能認識本區情形及社區活動；同時，利用現有的傳媒，報導社區動態；管理下班後的會議，加強與其他地區的聯繫。
- H. 配合市中心區的推廣計劃，例如非旅遊季節的大減價，戶外午餐音樂會等。

五、組織

很多計劃需要由各行業的東主及業主共同參加，擬訂推廣、泊車、經濟等本地區所面臨的計劃。

西雅圖市政府將與中華商會簽訂合約，以推行各項服務計劃。華埠國際區泊車及商業改進協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。經理的主要工作如下：

- 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. 創立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。

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第一年開支建議：

一、推廣	\$30,000
二、泊車/交通推廣	\$ 3,000
三、治安	\$25,000
四、公眾地方	\$38,000
五、組織	\$30,000
六、偶生事件	\$12,000
合計	\$138,000
統計全部收入	\$138,859.24

附件C

社區的合作者

摩摩國際區商業改進協會

每年徵稅方法

種類	中心地區	外圍地區
一、地下	每平方呎\$0.10	每平方呎\$0.075
樓上	每平方呎\$0.05	每平方呎\$0.025
二、批發商/製造商	每平方呎\$0.025	每平方呎\$0.025
三、汽車/貨車銷售及服務	每平方呎\$0.035	每平方呎\$0.035
四、商業停車場	每一車位\$5	每一車位\$4
五、業主	每平方呎土地\$0.05	每平方呎土地\$0.025
六、宗親會	每年\$75	每年\$75
七、火車站	每年\$100	每年\$100
八、不牟利社團	\$100或免*	\$100或免*
九、住宅	每單位\$6	每單位\$4
十、雙屋/單屋	每戶\$6	每戶\$4
十一、旅館	每房間\$20	每房間\$15

*501(c)(3)不牟利機構可選擇每年付稅\$100 -

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Tháng 10, 1993

**BẢN THỈNH NGUYỆN HỘI ĐỒNG THÀNH PHỐ SEATTLE
ĐỀ THÀNH LẬP KHU CẢI TIẾN THƯƠNG MẠI VÀ NƠI ĐẬU XE
TẠI CHỢ TÀU/KHU QUỐC TẾ.**

Chúng tôi, chủ nhân và những người điều hành các cơ sở thương mại, tổ chức, các cao ốc và địa ốc tọa lạc trong khu vực đề nghị, đồng thỉnh nguyện thành phố Seattle để thành lập một KHU CẢI TIẾN THƯƠNG MẠI VÀ NƠI ĐẬU XE (PARKING AND BUSINESS IMPROVEMENT AREA viết tắt là PBI A) được qui 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 Chợ Tàu/Khu Quốc Tế (gọi là District được tạm dịch là Khu vực), thành phố Seattle cần đặc biệt lượng giá biểu thuế các cơ sở thương mại, 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 Mại Chợ Tàu tại Seattle (được gọi là Phòng Thương Mại), Phòng Thương Mại sẽ khế ước với Hội đồng định giá biểu thuế của Khu vực để thực hiện những khoản sau đây:

1.- Thành phố Seattle cần đặc biệt lượng giá biểu thuế hàng năm trên các cơ sở thương mại, địa ốc trong khu vực nói trên với mục đích để có thể điều hành một chương trình nhằm theo đuổi được các hoạt động được định trong RCW chương 35.87A. Những hoạt động này sẽ được thực hiện liên tục để đạt được các mục tiêu trong Phụ Bản B

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

3.- Giá biểu thuế tối thiểu là \$100.00 (một trăm đồng) sẽ áp dụng cho các cơ sở thương mại, các tổ chức và địa ốc nằm trong ranh giới; ngoại trừ các chủ gia cư, chung cư hay song lập sẽ được định thuế tối thiểu là \$6 (sáu đồng) cho mỗi nhà, các hội đoàn gia .ốc (b. ng) sẽ được định thuế hàng năm là \$75 (bảy mươi lăm đồng).

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4.-Phần tăng thuế hàng năm của Khu vực vào khoảng \$138.000 (một trăm ba mươi tám ngàn đồng).

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

$$\frac{(\text{Số CPI cuối cùng} - \text{Số CPI khởi đầu}) \times 100}{\text{Số CPI khởi đầu}} = \text{Bách phân gia tăng.}$$

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 công cộng, những người bán hàng hay trình diễn trên đường phố, công viên của Khu vực, được tổ chức hay hành nghề không quá 30 ngày một năm.

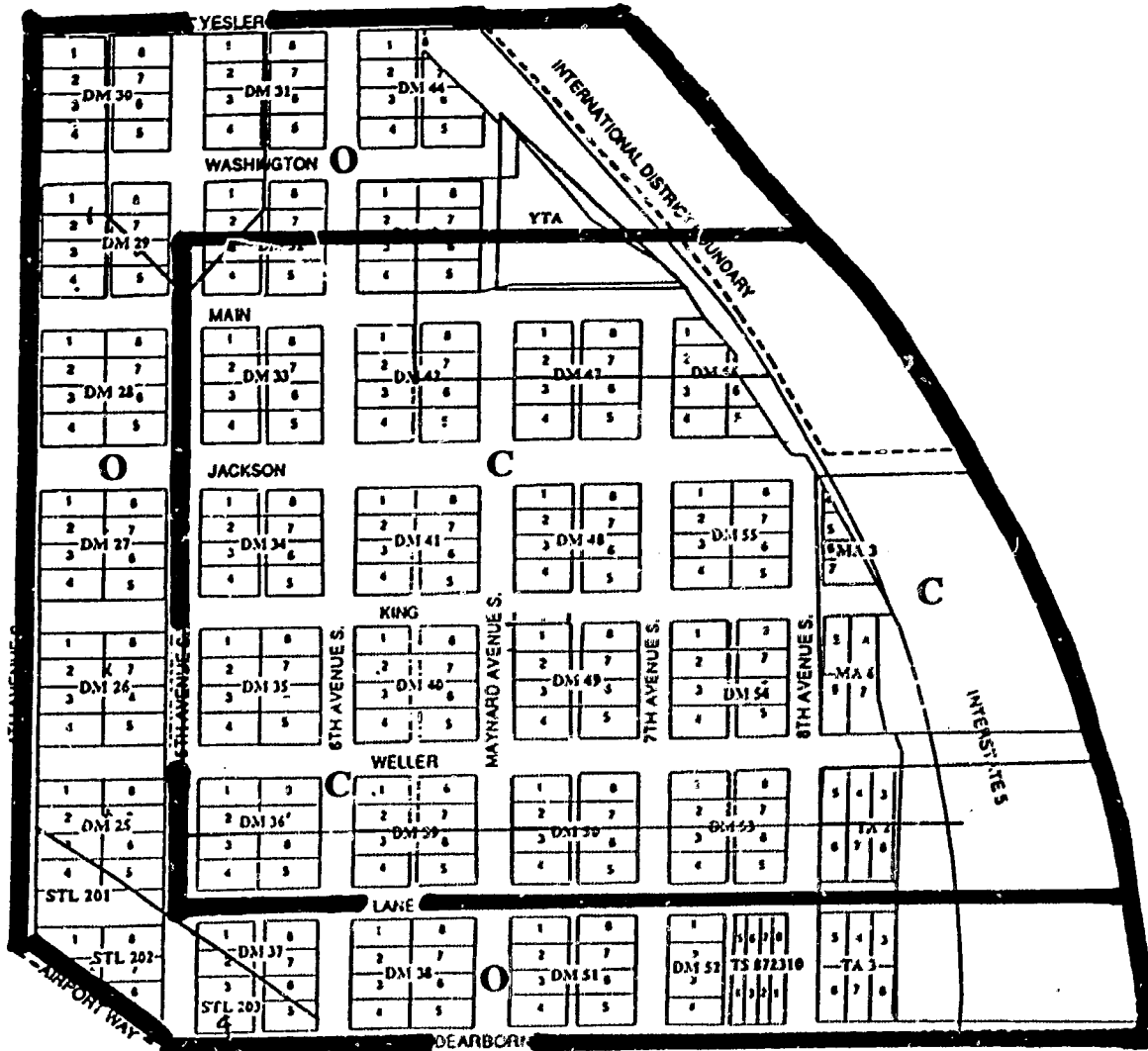
7.- Thành phố Seattle sẽ thầu tất cả các khoản thuế trên và chuyển cho Phòng Thương Mại dưới thể thức kế ước. Phòng Thương Mại sẽ kế ước lại với Khu vực để quản trị dịch vụ của chương trình. Một Hội đồng định giá biểu thuế của Khu vực và các ủy ban (bắt buộc phải có) sẽ được chỉ định và có trách nhiệm thiết kế chính sách, chấp thuận ngân sách, các sự chỉ 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 gia thuế đặc biệt này.

Địa chỉ của các cơ sở thương mại
và địa ốc

Chữ ký của chủ nhân

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PHỤ BẢN A
MỘT HỢP TÁC CỘNG ĐỒNG
CHỢ TÀU/KHU QUỐC TẾ
RANH GIỚI KHU VỰC CẢI TIẾN THƯƠNG MẠI



C = Khu vực chính PBIA
 O = Khu vực ngoại vi PBIA

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PHỤ BẢN B

MỘT HỢP TÁC CỘNG ĐỒNG CHỢ TÀU/KHU QUỐC TẾ ĐỀ TĂNG TIẾN KHU VỰC THƯƠNG MẠI

CHƯƠNG TRÌNH NĂM THỨ NHẤT

LỢI ÍCH

I. CẢI TIẾN NƠI ĐẬU XE VÀ CHUYỂN VẬN.

Chương trình này nhằm cơ hội trình bày lợi ích của sự cải tiến các đường phố dẫn đến, hay xung 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 đậu xe, các chương trình phát triển thương mại và thêm những bảng chỉ dẫn có trang trí mới
- B. Thành lập một ban đặc nhiệm về chỗ đậu xe để nghiên cứu có thêm chỗ đậu xe trên phố, thí dụ như đậu xe theo đường chéo góc hay đậu xe theo giờ, thêm các nơi đậu xe, cố động một chương trình hướng dẫn các nhân viên về đậu 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 đậu xe.
- D. Can thiệp với Metro để mở đường xe bus ngầm ngày Chủ nhật, nhất là khi có các ngày hội đặc biệt
- E. Can thiệp với Metro tăng cường những phương tiện khuếch trương thị trường qua những ngã vào khu ID, trạm xe bus ngầm Chợ Tàu/Khu ID và trạm xe điện ra biển.

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- F. Tăng cường và cổ động chương trình đậu xe hữu hiệu gồm khai thác cơ hội tham gia vào chương trình "Đậu xe dễ dàng trên phố và vận chuyển hữu hiệu".
- G. Nghiên cứu phối hợp lại sự đậu xe của nhân viên, xe bus, di xe chung và taxi để giảm nhu cầu đậu xe của nhân viên, do đó có thể gia tăng chỗ đậu xe cho các khách hàng.

II. CẢI TIẾN KHU VỰC CHUNG.

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

- A. Rác rưởi tại các nơi công cộng và trên hè đường sẽ được nhặt hàng ngày. Đặt thêm các thùng rác trong khu vực.
- B. Dùng vòi nước có sức ép rửa hè đường một cách đều đặn.
- C. Vẽ các bích họa và các dấu hiệu chỉ lối khu vực.
- D. Thêm vào chương trình làm đẹp cho khu vực bằng cách đặt và chăm sóc các chậu hoa và các cờ biểu.
- E. Thêm ánh sáng trang trí và các đèn lồng cùng tìm cách treo thêm những đèn trắng trang trí trên các cây.
- F. Hoạt động tích cực hơn để yêu cầu Metro làm sạch sẽ thêm các trạm xe bus và để thành phố Seattle làm sạch sẽ thêm đường phố, cống rãnh và tẩy sạch những hình vẽ bậy trên tường, cùng bảo trì các ngõ hẻm.

III. VẤN ĐỀ AN NINH.

Một ưu tiên khác được đặt ra là để bảo đảm an ninh cho khu vực một cách tối đa. Dĩ nhiên là 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 cộng tác với

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thành phố để hỗ trợ việc gia tăng những phương tiện pháp lý cho Nha Cảnh Sát có thể hoạt động hữu hiệu hơn.

Chương trình khởi đầu gồm có:

- A. Là một thành viên tích cực hoạt động để bảo đảm tiếng nói và những mối quan tâm của thương gia và chủ địa ốc tới Ủy Ban An Ninh Cộng của Khu Quốc Tế và Ủy Ban Cố Vấn Nhân Dân trong vùng.
- B. Cộng tác với Văn Phòng Phòng Ngừa Tội Ác của thành phố Seattle và Nha Cảnh Sát để hướng dẫn các cửa tiệm và nhân viên thành lập hệ thống coi chừng cho nhau trong khu vực.
- C. Cộng tác với các hội đoàn hiện hữu, các chủ địa ốc thành lập một hệ thống phát thanh nhằm vào sự thông đạt tin tức và an ninh.
- D. Cộng tác với thành phố Seattle để bảo đảm những luật lệ hiện hữu được thi hành như: cấm những việc ăn xin táo bạo, đi tiểu bậy, uống rượu ở nơi công cộng.
- E. Đặt thêm các đèn trên đường phố, ngõ hẻm và các bãi đậu xe.
- F. Cộng 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 phụ cho khu vực.

IV. PHÁT TRIỂN THỊ TRƯỜNG.

Một chương trình phát triển thị trường hào hứng có phối hợp và ở mức độ cao cần được thiết kế để làm bộ mặt của khu vực được tăng tiến và thịnh vượng hơn. Chương trình đề nghị gồm có:

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- A. Một cuốn chỉ dẫn mới của khu ID có in danh sách tất cả các cơ sở thương mại, cộng đồng và dịch vụ, các hoạt động và một bản đồ các nơi đậu xe.
- B. Quảng cáo và hỗ trợ các ngày hội cộng đồng như Hội Chợ, Chợ Cuối 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 kèm với giấy vào cửa có thức ăn, chỗ đậu xe..v.v..
- D. Thiết lập những bảng hay quầy chỉ dẫn mới, thí dụ như đặt tại lối ra vào của xe bus nhằm một hệ thống thông tin của khu ID.
- E. Tiến hành liên tục việc cổ động quần chúng để tích cực làm tăng lợi ích cho khu vực ID như một nơi tốt để mua sắm, làm việc, cư ngụ, thăm viếng và giải trí.
- F. Ban quản trị chương trình cần bảo đảm những nhu cầu thương mại của Khu được đặt tới 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 cộng đồng, dùng các ấn bản cộng đồng hiện có để cung cấp các tin tức cộng đồng, 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 du lịch ngoài mùa, và mang túi ăn trưa tới các buổi hòa nhạc.

V. TỔ CHỨC.

Một chương trình dài hạn có một nghị hội để tạo cơ hội cho các thương gia, các chủ địa ốc làm việc chung với nhau về các vấn đề như phát triển thị

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trường, nơi đậu xe, khu vực chung và những vấn đề kinh tế khác đang phải đối diện.

Thành phố Seattle nên khế ước với Phòng Thương Mại của Chợ Tàu Seattle về việc cung cấp dịch vụ của chương trình.

Một Hội Đồng Cải Tiến Thương Mại Và Chỗ Đậu 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 phúc trình cho hội đồng PBIA. Những nhiệm vụ chính của quản trị viên là:

- A. Cổ động thường trực vai trò 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 vai trò 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. Giám sát các việc bảo trì và các dịch vụ thầu khác.
- F. Quản trị ngân sách và điều hành toàn diện chương trình.

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DỰ TRÙ CHI PHÍ NĂM THỨ NHẤT

I.	Phát triển thị trường	\$ 30,000
II.	Cải tiến nơi đậu xe và chuyên vận	\$ 3,000
III.	Vấn đề 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

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PHỤ BẢN C

MỘT HỢP TÁC CỘNG ĐỒNG CHỢ TÀU/KHU QUỐC TẾ ĐỂ TĂNG TIẾN KHU VỰC THƯƠNG MẠI

CÔNG THỨC LƯỢNG GIÁ HÀNG NĂM

<u>PHÂN LOẠI</u>	<u>KHU VỰC CHÍNH</u>	<u>KHU VỰC NGOẠI VI</u>
I. Tầng I	.10 sq ft	.075 sq ft
Lầu trên	.05 sq ft	.025 sq ft
II. Tiệm bán sỉ/công nghệ	.025 sq ft	.025 sq ft
III. Nơi bán và sửa xe	.035 sq ft	.035 sq ft
IV. Nơi đậu xe thương mại	\$5/space	\$4/space
V. Chủ địa ốc	.05 sq ft of land	.025 sq ft of land
VI. Hội đoàn gia tộc (Bang)	\$75/year	\$75/year
VII. Ga xe lửa	\$100/year	\$100/year
VIII. Cơ sở bất vụ lợi	\$100 or exempt*	\$100 or exempt*
IX. Chung cư	\$6/unit	\$4/unit
X. Nhà song lập/biệt lập	\$6/home	\$4/home
XI. Khách sạn (với dịch vụ)	\$20/room	\$15/room

* 501(c)(3) Những tổ chức này sẽ được quyền chọn lựa đóng \$100/1 năm.

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94-135(a)

City of Seattle

Executive Department—Office of Management and Budget

Diana Gale, Director
Norman B. Rice, Mayor



May 16, 1994

*OK
etc 5/17/94*

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 Elaine Marklund at 4-8053.

Sincerely,

Norman B. Rice
Mayor

by

Elaine C. Marklund

for
DIANA GALE
Budget Director

legis/mark2/kc

Enclosure

cc: Jim Diers

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TIME AND DATE STAMP

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:

Jan Drago

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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STATE OF WASHINGTON - KING COUNTY

44545
City of Seattle, City Clerk

—ss.

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it 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.

(Signature)

Subscribed and sworn to before me on

06/21/94

(Signature)

Notary Public for the State of Washington,
residing in Seattle

Affidavit of Publication

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