



BOARD MEETING AGENDA

Tuesday, May 15, 2018

5:30 – 7:30 p.m.

Legacy House

803 S Lane St

Seattle, WA 98104

5:30	Action	1. Call to Order – Jared Jonson
5:35	Action/ Approval (10 min.)	2. Consent Agenda <ul style="list-style-type: none">• Approve April 2018 Meeting Minutes• Accept April 2018 Expenditure Report• Accept May Concurrence Request• Accept May Staff Reports
5:45	Presentation/ Discussion (45 min)	3. Transportation Briefing – Gary Johnson, OPCD; Meghan Shephard, SDOT; Paul Roybal, Metro
6:30	Discussion (45 min)	4. Staff Briefings <ul style="list-style-type: none">• Settlement Agreement between Parks and SCIDpda – Mike Omura<ul style="list-style-type: none">• Resolution –all staff to enter into Settlement Agreement• TDRs<ul style="list-style-type: none">• Resolution – Approve staff to move forward in TDR sale
7:15	Discussion (15 min)	5. Board Business <ul style="list-style-type: none">• Retreat Follow-up – Jared Jonson• Fundraising update – Jerilyn Young• Other business
7:30	Adjourn	6. Adjourn – Jared Jonson

Upcoming Meetings and Events:

June 6 - Exec Committee, Maiko lead

June 15** - Finance Committee, Vern lead

June 12** - Board Meeting **date off cycle

August 10 – IDEA Space 10th Year Party, Jamie lead

October 19th – 2018 SCIDpda Fall Fundraiser, Joseph lead

****Executive sessions may be held:**

- ☐ to consider site selection or real estate acquisition by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- ☐ to consider the minimum price at which real estate will be offered for sale or lease public knowledge regarding such consideration would cause a likelihood of decreased price;
- ☐ to review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased price;
- ☐ to receive and evaluate complaints/charges brought against a public officer or employee;
- ☐ to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee;
- ☐ to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is likely to become a party.

The mission of the Seattle Chinatown International District Preservation and Development Authority (SCIDpda) is *to preserve, promote, and develop the Seattle Chinatown International District as a vibrant community and unique ethnic neighborhood.*

Consent Agenda

Resolution 18-05-15-01

RESOLUTION OF SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY

We, the Board of the Seattle Chinatown International District Preservation and Development Authority, via consent agenda:

- Approve April 2018 Meeting Minutes
- Accept April 2018 Expenditure Report
- Accept May Concurrence Request
- Accept May Staff Reports

Board President

Date

Board Secretary

Date

SCIDpda Board Meeting Minutes

April 17, 2018

409b Maynard Ave S

Seattle, WA 98104

Board Present: Casey Huang, David Della, Jerilyn Young, Michael Itti, Jared Jonson, Phillip Sit, Wayne Lau

Staff Present: Maiko Winkler-Chin, Vern Wood, Mike Omura, Joseph Guanlao, Rachtha Danh, Eliza Chan, Vern Wood, Janet Smith, Julie Neilson, Jamie Lee, Marykate Ryan, An Huynh, Paul Mar

Guests: Valerie Gorder, Greg Gorder, Matthew Gee, Kristin Tan

1. Call to Order

The meeting was called to order by Jared Jonson, Board Chair, at 5:42 p.m.

Board Action and Approval

2. Consent Agenda

Resolution 18-04-17_01: We, the Board of the Seattle Chinatown International District Preservation and Development Authority, via consent agenda:

- Approve February and March 2018 Meeting Minutes
- Accept the February and March 2018 Expenditure Report
- Accept April Concurrence Request
- Accept April Staff Reports

Moved: Jerilyn Young

Seconded: Casey Huang

Board approved unanimously

3. HDC Charities – Pertaining to participation in charity campaigns

Resolution 18-04-17_02: We, the Seattle Chinatown International District Preservation and Development Authority (SCIDpda) Board of Directors, authorize the Executive Director to submit materials necessary to participate in the 2019 Charity Federation of the Housing Development Consortium of Seattle-King County (HDC), which will submit applications to Fall 2018 charitable campaigns, including, but not limited to:

- Seattle Shares - City of Seattle Employee Giving Program
- King County Employee Giving Program
- Washington State Combined Fund Drive

The SCIDpda affirms it is willing, if requested by a charity campaign, to provide a financial report showing specific use of the charity monies.

The SCIDpda reaffirms its nondiscrimination policy as follows:

In carrying out its activities including membership, hiring and program services, the SCIDpda shall not discriminate on the basis of 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.

Moved: Michael Itti

Seconded: David Della

Board approved unanimously

4. Affirming Re-appointment of Board Members

Resolution 18-04-17-03: We, the Seattle Chinatown International District Preservation and Development Authority Board of Directors, affirm the re-election of the following individuals to the Board for an initial 3 year term through December 31, 2020:

Wayne Lau

Nelson Yong

Moved: David Della

Seconded: Lanzi Li

Board approved unanimously

5. Presentation from Gaard Development

Maiko introduced the guests from Gaard Development to the board. Gaard aims to create housing that targets 60-80% AMI, a segment that isn't targeted by housing developers, and a choice made by Gaard Development themselves.

Val Gorder explained that Greg Gorder and herself identified a segment of Seattle that was not being housed and was being displaced; Gaard development is involved in the rehabilitation of the Louisa Project, which will provide workforce housing.

Greg Gorder explained there are many underutilized and vacant URM (unreinforced masonry) buildings in the district that were originally designed for residential use. He explained Gaard Development's plan to raise an equity fund to raise equity capital, with the goals of partnering with property owners and to raise additional financing, and to help provide for the availability of debt financing for the redevelopment of unreinforced masonry in the CID. He explained the Louisa was advanced by First Federal. He explained their goal is to increase workforce affordable housing by 1000 to 2000 units. They will pursue social impact investments by approaching high net worth individuals based on a model that would resemble their involvement in the Louisa Project. He explained much of the work in these URM buildings will be seismic retrofitting to bring buildings to current codes and standards; part of their vision is to keep existing restaurants, businesses, and tenants, and working to make sure residential and commercial tenants stay in the CID.

Michael asked about fair housing laws, and how to keep people in the neighborhood. Maiko explained we would need to obtain vouchers from the city to pay the rent of low-income residents.

6. Staff Briefings

IDEA Space

Jamie Lee explained that IDEA Space would stop using the name IDEA Space and simplify its identity as a program of SCIDpda, or the Community Initiatives department of SCIDpda when specificity is necessary. Where IDEA Space began as a separate entity of SCIDpda, Jamie's work has become more intentional in working with property management, URM, and community projects on the behalf of SCIDpda, and thus the department, which is already a program of SCIDpda, will continue its existing function and role in the organization.

The board suggested the name change be revealed at the 10-Year Anniversary event, to avoid confusion between the celebration of the 10-year anniversary of the program and the name change.

Board Forms

Mike explained the PDA had been approached by a developer who is developing in SODO, and it concerns the issue of a transfer of development rights (TDRs). The PDA has sold TDRs on IDVS1 from 1999 to 2005. We currently have 50,000 sq. ft. of TDRs right now, and IDVS2 doesn't qualify for TDRs due to it being built after a cut-off date.

If the PDA is interested in selling TDRs, the organization will have to get a letter from the city that certifies the TDRs, and it will require board approval.

The board discussed the possibility of selling TDRs to the developer.

Building B RFP

Mike updated the board on the Building B RFP: he explained the PDA is not putting out an RFP for Building B, as previously discussed and approved in the last meeting; changes in the project have developed since the last meeting that will no longer require the RFP.

6. Board Business

Fundraiser

Joseph explained that SCIDpda would begin its GiveBig campaign on April 28, two weeks leading up to the day of giving on May 9; this is the last GiveBIG. He gave an update on sponsorship procurements, and asked the board to continue in their follow-ups. He also explained that the SCIDpda Save the Date for the Annual Fundraiser would go out in early May.

Budget Asks

David explained that the PDA needs to get their budget asks in to the mayor's office.

Retreat Notes

Jared passed around a sheet of notes from the board retreat, including key takeaways, and a workplan for 2018 based on the retreat topics. He explained the goals of board leadership development and board member recruitment, strengthening the definition of the PDA's role in real estate development and services, and community development. He also explained the Community Connections Committee, and the effort to create more community connections amongst neighborhood entities.

6. Adjourn

The meeting was adjourned by Jared Jonson, Board Chair, at 7:31 p.m.

Seattle Chinatown International District Preservation and Development Authority
409 Maynard Avenue S, Suite P2
Seattle, WA 98114

Expenditure Certification Memorandum

DATE: 04/27/2018
 TO: Board of Directors
 FROM: Vern Wood, Deputy Director
 RE: April 2018 Expenditure Certification

I, Vern Wood, do hereby certify that the materials have been furnished, the services rendered or the labor performed herein, and that the claims represented by the vouchers listed below were just obligations of the SCIDPDA, and that I am authorized to authenticate and certify said claims.


 Vern Wood, Deputy Director

Accounts Payable	Computer Run Checks	General Checking	1231 to 1248	\$	22,217.10
ACH Transfers	Cash Mgmt/Investments	General Checking	eft	\$	12,903.08
			Bush Hotel Commercial	\$	35,120.18
Accounts Payable	Computer Run Checks	General Checking	1533 to 1535	\$	21,056.06
			Bush Hotel Condo	\$	21,056.06
ACH Transfers	Cash Mgmt/Investments	General Checking	eft	\$	16,733.19
			Bush Hotel Fund	\$	16,733.19
Accounts Payable	Computer Run Checks	General Checking	169 to 169	\$	2,234.50
ACH Transfers	Cash Mgmt/Investments	General Checking	eft	\$	23,875.01
ACH Transfers	Cash Mgmt/Investments	Repl. Reserve	eft	\$	28,000.00
			Bush Hotel QalicB	\$	54,109.51
Accounts Payable	Computer Run Checks	General Checking	184 to 213	\$	118,108.01
ACH Transfers	Cash Mgmt/Investments	General Checking	eft	\$	26,729.40
			Bush Hotel Residential	\$	144,837.41
Accounts Payable	Computer Run Checks	General Checking	1000 to 1003	\$	21,892.49
			CIDpda	\$	21,892.49
Accounts Payable	Computer Run Checks	General Checking	1301 to 1307	\$	21,678.38
			IDVS2 Condo	\$	21,678.38
Accounts Payable	Computer Run Checks	General Checking	3004 to 3020	\$	55,935.92
ACH Transfers	Cash Mgmt/Investments	General Checking	eft	\$	2,858.49
			DVA	\$	58,794.41
Accounts Payable	Computer Run Checks	General Checking	2935 to 2950	\$	63,360.33
ACH Transfers	Cash Mgmt/Investments	Repl. Reserve	eft	\$	-
ACH Transfers	Cash Mgmt/Investments	General Checking	eft	\$	-
ACH Transfers	Cash Mgmt/Investments	Bond Revenue	eft	\$	130,000.00
			IDVS1 Commercial	\$	193,360.33

Accounts Payable	Computer Run Checks	General Checking	685	to	692	\$	25,479.59
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	525.11
IDVS2 Library & Parking							\$ 26,004.70
Accounts Payable	Computer Run Checks	General Checking	119	to	127	\$	8,251.85
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	4,812.34
IDVS2 Commercial							\$ 13,064.19
Accounts Payable	Computer Run Checks	General Checking	9996	to	10053	\$	95,729.65
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	2,705.38
Accounts Payable	Computer Run Checks	General Checking #2	101	to	103	\$	145,000.00
Legacy House							\$ 243,435.03
Accounts Payable	Computer Run Checks	General Checking	368	to	378	\$	6,849.73
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	20,971.32
New Central Commercial							\$ 27,821.05
Accounts Payable	Computer Run Checks	General Checking	152	to	154	\$	7,049.00
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	20,647.48
New Central Hotel							\$ 27,696.48
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	36,778.27
New Central Master Tenant							\$ 36,778.27
Accounts Payable	Computer Run Checks	General Checking	435	to	444	\$	10,651.33
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	24,251.62
New Central Residential							\$ 34,902.95
Accounts Payable	Computer Run Checks	General Checking	131	to	139	\$	11,709.35
Nutrition Services							\$ 11,709.35
Accounts Payable	Computer Run Checks	General Checking	7374	to	7404	\$	89,259.19
Payroll	Automatic Withdrawal	General Checking	4/12/18 & 4/26/18			\$	253,640.29
ACH Transfers	Cash Mgmt/Investments	General Checking		eft		\$	429.13
ACH Transfers	Cash Mgmt/Investments	Construction		eft		\$	5,000.00
SCIDpda							\$ 348,328.61
							\$ 1,337,322.59

The above vouchers and electronic fund transfers are hereby approved by a majority of all members of the SCIDpda Council and signed by me in open session in authentication of their approval on this _____ day of _____ 2018.

Treasurer

Chair

SCID Check Summary

Property=bhcomm,bhcondo,bhfund,bhmanagr,bhmaster,bhqalib,bhres,childpar,cidblock,cidpda,design,design01,design02,design03,design04,design05,design06,design07,design08,design09,design10,design11,design12,design13,design14,design15,design16,design17,design18,dva,ethbc,hinghay,idvs1com,idvs2com,idvs2con,idvs2lp,legaads,legacy,lhfoods,lhhouse,lhmarket,lhopera,lhwelln,littsalg,ncntcom,ncntres,nchotel,ncmanagr,ncmaster,nutri,panaland,pdcmrnty,pdadev,pdamaint,pdapro,scid AND mm/yy=04/2018-04/2018 AND All Checks=Yes

Check#	Vendor	Check Date	Total Check	
bhcommop - General Checking				
1231	pdamaint - SCIDpda Maintenance Dept	04/05/2018	425.00	WOs
1232	seacitli - Seattle City Light	04/05/2018	138.24	Electricity
1233	verwir - Verizon Wireless	04/05/2018	8.29	Telecom
1234	cedgro - Cedar Grove Organics Recycling	04/12/2018	120.00	Garbage/Waste Removal
1235	eltsys - ELTEC Systems, LLC	04/12/2018	310.58	Elevator - Contract
1236	guasec - Guardian Security Systems, Inc	04/12/2018	544.34	Access Control Systems
1237	pdamaint - SCIDpda Maintenance Dept	04/12/2018	3,194.25	WOs
1238	shewil - Sherwin-Williams Co.	04/12/2018	61.99	Supplies
1239	wasman - Waste Management of Seattle	04/12/2018	2,954.81	Garbage/Waste Removal
1240	cascom - Cascade Company	04/19/2018	1,038.15	Janitorial - Supplies
1241	paclam - Pacific Lamp & Supply Company	04/19/2018	173.63	Supplies
1242	repser - Republic Services	04/19/2018	1,067.06	Garbage/Waste Removal
1243	thepar - The Part Works, Inc.	04/19/2018	96.23	Supplies
1244	keybankc - KeyBank	04/26/2018	8.53	Tenant Retention
1245	kinco - King County Finance	04/26/2018	487.73	Real Estate Tax
1246	newcentc - SCIDPDA New Central Commercial, Inc	04/26/2018	10,432.77	Other Liabilities (2009-12 HUD Loan Asset Mgmt Fees)
1247	pmjans - Phnook	04/26/2018	125.00	UTO WOs
1248	cascom - Cascade Company	04/26/2018	1,030.50	Janitorial - Supplies
ACH	bushcond - SCIDPDA Bush Hotel Condo Association	04/12/2018	12,903.08	Condo Billing
Total bhcommop - General Checking			35,120.18	
bhcondop - General Checking				
1533	seacitli - Seattle City Light	04/05/2018	2,255.26	Electricity
1534	pugsou - Puget Sound Energy	04/12/2018	3,808.53	Natural Gas
1535	citseacu - City of Seattle-Combined Utilities	04/19/2018	14,992.27	Garbage/Waste Removal & Water/Sewer
Total bhcondop - General Checking			21,056.06	
bhfundop - Operating Account				
ACH	scidpda - SCIDpda	04/12/2018	6,204.30	Loan B Interest - Monthly
ACH	bannymel - The Bank of New York Mellon Trust Co.	04/15/2018	10,528.89	Loan A Payment - Monthly
Total bhfundop - Operating Account			16,733.19	
bhqalop - General Checking				
169	finnei - Finney Neill & Co. P.S.	04/12/2018	2,234.50	Audit Fees
ACH	renfin - Renaissance Finance VII Invest. Fund LLC	04/08/2018	10,976.85	Loan B Interest - Monthly
ACH	renfin - Renaissance Finance VII Invest. Fund LLC	04/15/2018	12,898.16	Loan A Payment - Monthly
Total bhqalop - General Checking			26,109.51	
bhqalrr - Replacement Reserve				
ACH	craft3 - Craft3	04/16/2018	28,000.00	Note Receivable from Bush Hotel Commercial for shower & bike storage rooms
Total bqalrr - Replacement Reserve			28,000.00	
bhresope - General Checking				
184	citseatr - City of Seattle	04/05/2018	1,089.60	HVAC/Boiler Maintenance - Contract
185	paclam - Pacific Lamp & Supply Company	04/05/2018	23,204.67	Supplies
186	scidpda - SCIDpda	04/05/2018	12,510.67	ID Billing
187	seacitli - Seattle City Light	04/05/2018	836.16	Electricity
188	seacitli - Seattle City Light	04/05/2018	88.68	Electricity
189	seacitli - Seattle City Light	04/05/2018	163.11	Electricity
190	seacitli - Seattle City Light	04/05/2018	295.36	Electricity
191	seacitli - Seattle City Light	04/05/2018	9.88	Electricity
192	verwir - Verizon Wireless	04/05/2018	80.54	Telecom
193	busimp - Business Impact NW	04/06/2018	1,604.68	Loan Payment - Monthly
194	finnei - Finney Neill & Co. P.S.	04/12/2018	3,425.00	Audit Fees
195	lowes - Lowe's	04/12/2018	798.46	Supplies
196	pdamaint - SCIDpda Maintenance Dept	04/12/2018	3,757.50	WOs
197	shewil - Sherwin-Williams Co.	04/12/2018	273.43	Supplies
198	aldpes - Alderwood Pest Control, Inc.	04/19/2018	407.00	Pest Control
199	buihar - Builders' Hardware & Supply Co	04/19/2018	157.49	Locks & Keys
200	cenlin - CenturyLink	04/19/2018	55.58	Telecom
201	citseacu - City of Seattle-Combined Utilities	04/19/2018	157.00	Water/Sewer
202	comint - Commercial Interiors, Inc.	04/19/2018	65,221.04	Capitalized Rehab Expenses - corridor renovations
203	eltsys - ELTEC Systems, LLC	04/19/2018	1,159.56	Elevator - Contract
204	hdsupp - HD Supply Facilities Maintenance, LTD	04/19/2018	131.86	Supplies
205	saipal - Sais Painting Company	04/19/2018	770.00	UTO - Other Vendors
206	seacitli - Seattle City Light	04/19/2018	5.12	Electricity
207	t0002162 - Bustos	04/19/2018	578.00	Security Deposit Refund
208	keybankc - KeyBank	04/26/2018	105.53	Pest Control & Supplies
209	kinco - King County Finance	04/26/2018	487.73	Real Estate Tax
210	moco - Moco, Inc.	04/26/2018	152.00	Credit Screening Fee

Check#	Vendor	Check Date	Total Check	
211	scidpda - SCIDpda	04/26/2018	288.00	Dues & Subscriptions coded to pdaprop in error
212	sprague - Sprague	04/26/2018	269.36	Pest Control
213	seacitli - Seattle City Light	04/26/2018	25.00	Electricity
ACH	bushcond - SCIDPDA Bush Hotel Condo Association	04/12/2018	18,348.43	Condo Billing
ACH	bushot - Bush Hotel Limited Partnership	04/16/2018	3,245.97	Replacement Reserve Payment - Monthly
ACH	bushot2 - Bush Hotel Limited Partnership	04/16/2018	1,071.00	Operating Reserve Payment - Monthly
ACH	thecomm - The Commerce Bank of WA	04/26/2018	4,064.00	Loan Payment - Monthly
Total bhresope - General Checking			144,837.41	
cldpdaop - General Checking				
1000	scidpda - SCIDpda	04/05/2018	16,044.56	Q1 Donation Distribution
1001	leghou - Legacy House	04/12/2018	719.00	Q1 Donation Distribution
1002	keybankc - KeyBank	04/26/2018	88.20	Direct Fund Raising Expenses
1003	nutser - SCIDpda Congregate Meal Program	04/26/2018	5,040.73	Q1 Donation Distribution
Total cldpdaop - General Checking			21,892.49	
condo2op - General Checking				
1301	pdamaint - SCIDpda Maintenance Dept	04/12/2018	1,121.12	WOs
1302	pugsou - Puget Sound Energy	04/12/2018	3,048.37	Natural Gas
1303	seacitli - Seattle City Light	04/12/2018	232.67	Electricity
1304	seacitli - Seattle City Light	04/12/2018	2,446.36	Electricity
1305	citseacu - City of Seattle-Combined Utilities	04/19/2018	11,660.31	Water/Sewer
1306	guasec - Guardian Security Systems, Inc	04/19/2018	2,807.93	Fire Systems/Sprinklers - Service Calls
1307	cenlin - CenturyLink	04/26/2018	361.62	Telecom
Total condo2op - General Checking			21,678.38	
dvaop - General Checking				
2992	t0001202 - LI or Rulchun LI	04/18/2018	-435.00	Voided check re-issued as Check #3014
3004	idvs2lib - IDVS2 Library/Parking	04/01/2018	17,612.92	Loan Payment - Monthly
3005	paclam - Pacific Lamp & Supply Company	04/05/2018	111.10	Supplies
3006	scidpda - SCIDpda	04/05/2018	12,951.54	ID Billing
3007	shewil - Sherwin-Williams Co.	04/05/2018	376.32	UTO - Other Vendors
3008	verwir - Verizon Wireless	04/05/2018	71.91	Telecom
3009	kinco - King County Finance	04/12/2018	375.26	Real Estate Tax
3010	lowes - Lowe's	04/12/2018	62.14	Supplies
3011	pdamaint - SCIDpda Maintenance Dept	04/12/2018	2,701.90	WOs
3012	pmjans - Phnook	04/12/2018	710.00	UTO - Outside Vendors
3013	seacitli - Seattle City Light	04/12/2018	15.58	Electricity
3014	t0001202 - LI or Rulchun LI	04/18/2018	435.00	Security Deposit Refund
3015	eltsys - ELTEC Systems, LLC	04/19/2018	610.47	Elevator - Contract
3016	idvs2con - IDVS2 Condo Association	04/19/2018	19,612.17	Condo Billing
3017	pacsup - Pacific Supply	04/19/2018	118.89	Supplies
3018	sprague - Sprague	04/19/2018	307.11	Pest Control
3019	keybankc - KeyBank	04/26/2018	127.61	Pest Control & UTO - Other Vendors
3020	scidpda - SCIDpda	04/26/2018	171.00	Dues & Subscriptions coded to pdaprop in error
ACH	idvsfh - IDVS 2 Family Housing LLC	04/16/2018	2,301.33	Replacement Reserve Payment - Monthly
ACH	idvsfh2 - IDVS 2 Family Housing LLC	04/16/2018	557.16	Operating Reserve Payment - Monthly
Total dvaop - General Checking			58,794.41	
idvs1op - General Checking				
2935	cenlin - CenturyLink	04/05/2018	72.98	Telecom
2936	ichs - International Community Health Services	04/05/2018	3,000.00	Tenant Retention
2937	scidpda - SCIDpda	04/05/2018	7,791.19	ID Billing
2938	t0002884 - ICHS Parking	04/05/2018	25.00	Security Deposit Refund
2939	verwir - Verizon Wireless	04/05/2018	12.90	Telecom
2940	cenlin - CenturyLink	04/12/2018	54.05	Telecom
2941	eltsys - ELTEC Systems, LLC	04/12/2018	413.45	Elevator - Contract
2942	kinco - King County Finance	04/12/2018	2,588.94	Real Estate Tax
2943	pdamaint - SCIDpda Maintenance Dept	04/12/2018	693.50	WOs
2944	pugsou - Puget Sound Energy	04/12/2018	2,663.15	Natural Gas
2945	seacitli - Seattle City Light	04/12/2018	13,335.00	Electricity
2946	tcms - TCMS of Seattle	04/12/2018	20,519.88	HVAC/Boiler Maintenance - Contract
2947	wasman - Waste Management of Seattle	04/12/2018	2,070.59	Garbage/Waste Removal
2948	citseacu - City of Seattle-Combined Utilities	04/19/2018	8,942.91	Water/Sewer
2949	citseacu - City of Seattle-Combined Utilities	04/19/2018	271.54	Water/Sewer
2950	repser - Republic Services	04/19/2018	905.25	Garbage/Waste Removal
Total idvs1op - General Checking			63,360.33	
idvs2cns - General Checking				
685	usbank - US Bank/TFM/97298300/Patty Schrandt	04/01/2018	14,773.96	Loan Layment - Monthly
686	scidpda - SCIDpda	04/05/2018	6,113.40	ID Billing
687	davdoo - Davis Door Service, Inc.	04/12/2018	239.31	Maintenance - General
688	eltsys - ELTEC Systems, LLC	04/12/2018	279.79	Elevator - Contract
689	kinco - King County Finance	04/12/2018	750.52	Real Estate Tax
690	idvs2con - IDVS2 Condo Association	04/19/2018	2,037.76	Condo Billing
691	idvs2lib - IDVS2 Library/Parking	04/26/2018	500.10	Event Parking Income received as cash

Check#	Vendor	Check Date	Total Check	
692	keybankc - KeyBank	04/26/2018	784.75	Supplies
ACH	citseafa - City of Seattle Finance & Admin Svcs	04/23/2018	525.11	B&O Taxes
Total idvs2cns - General Checking			26,004.70	
idvs2op4 - General Checking				
119	scidpda - SCIDpda	04/05/2018	886.62	ID Billing
120	verwir - Verizon Wireless	04/05/2018	13.82	Telecom
121	cenlin - CenturyLink	04/12/2018	54.32	Telecom
122	kinco - King County Finance	04/12/2018	375.26	Real Estate Tax
123	pdamaint - SCIDpda Maintenance Dept	04/12/2018	578.00	WOs
124	repser - Republic Services	04/12/2018	390.76	Garbage/Waste Removal
125	sprague - Sprague	04/12/2018	183.20	Pest Control
126	idvs2con - IDVS2 Condo Association	04/19/2018	3,472.60	Condo Billing
127	wasman - Waste Management of Seattle	04/19/2018	2,297.27	Garbage/Waste Removal
ACH	herban - Heritage Bank	04/12/2018	4,812.34	Loan Payment - Monthly
Total idvs2op4 - General Checking			13,064.19	
idvsreve - Revenue Account-Trust				
ACH	idvs1co - IDVS 1 Commercial	04/12/2018	130,000.00	Transfer General Checking for operating expenses
Total idvsreve - Revenue Account-Trust			130,000.00	
legacyop - General Checking				
9996	amedat - American Data Guard	04/05/2018	60.00	Garbage/Waste Removal
9997	citpro - City Produce Company	04/05/2018	336.07	Program - Food Cost
9998	fooser - Food Services of America	04/05/2018	1,999.95	Program - Food Cost & Supplies
9999	kinori - King's Oriental Foods, Inc	04/05/2018	371.50	Program - Food Cost & Supplies
10000	netser - Network Services Company	04/05/2018	1,055.23	Program - Supplies
10001	paclam - Pacific Lamp & Supply Company	04/05/2018	111.11	Supplies
10002	petqua - Petschl's Quality Meats Inc	04/05/2018	379.55	Program - Food Cost
10003	shewil - Sherwin-Williams Co.	04/05/2018	55.37	Supplies
10004	sprague - Sprague	04/05/2018	93.59	Pest Control
10005	sprfar - Springbrook Farms	04/05/2018	163.38	Program - Food Cost
10006	syssea - SYSCO Seattle Inc	04/05/2018	833.09	Program - Food Cost & Supplies
10007	verwir - Verizon Wireless	04/05/2018	181.43	Telecom
10008	wavbro - Wave Broadband	04/05/2018	188.97	Telecom
10009	bobjoh - Bob Johnson's Pharmacy	04/12/2018	247.89	Program - Supplies
10010	buihar - Builders' Hardware & Supply Co	04/12/2018	17.62	Locks & Keys
10011	citpro - City Produce Company	04/12/2018	389.68	Program - Food Cost
10012	cscser - CSC Service Works, Inc.	04/12/2018	101.29	Program - Supplies
10013	fooser - Food Services of America	04/12/2018	1,618.90	Program - Food Cost
10014	idvs1co - IDVS 1 Commercial	04/12/2018	36,625.07	Rent & Employee Parking
10015	offdeplh - Office Depot	04/12/2018	216.60	Office Supplies
10016	pdamaint - SCIDpda Maintenance Dept	04/12/2018	3,558.50	WOs
10017	petqua - Petschl's Quality Meats Inc	04/12/2018	327.80	Program - Food Cost
10018	sprague - Sprague	04/12/2018	125.95	Pest Control
10019	sprfar - Springbrook Farms	04/12/2018	166.11	Program - Food Cost
10020	steric - Stericycle, Inc.	04/12/2018	36.82	Program - Supplies
10021	syssea - SYSCO Seattle Inc	04/12/2018	743.72	Program - Food Cost & Supplies
10022	allstre - Allstream	04/19/2018	674.35	Telecom
10023	chukit - Chu	04/19/2018	165.90	Program - Supplies
10024	copinw - Copiers Northwest, Inc	04/19/2018	19.87	Copier Lease/Maintenance
10025	cscser - CSC Service Works, Inc.	04/19/2018	101.29	Program - Supplies
10026	danpai - Daniel's Painting LLC	04/19/2018	275.25	UTO - Outside Vendors
10027	delage - De Lage Landen Financial Services	04/19/2018	691.68	Copier Lease/Maintenance
10028	dlnhea - Ding	04/19/2018	57.90	Program - Supplies
10029	eltsys - ELTEC Systems, LLC	04/19/2018	829.76	Elevator - Contract
10030	hartfo - The Hartford	04/19/2018	597.42	Payroll Benefits - Life Insurance
10031	heraym - Raymond He	04/19/2018	52.32	Travel - Local
10032	infreh - Infinity Rehab	04/19/2018	3,996.30	Program - Temporary Staffing
10033	kaifou - of Washington Options Inc	04/19/2018	18,115.72	Payroll Benefits - Medical
10034	kinori - King's Oriental Foods, Inc	04/19/2018	507.00	Program - Food Cost
10035	leaage - LeadingAge Washington	04/19/2018	477.59	Licenses
10036	leaage - LeadingAge Washington	04/19/2018	291.15	Dues & Subscriptions
10037	rellea - Relias Learning LLC	04/19/2018	753.48	Training & Education
10038	sprfar - Springbrook Farms	04/19/2018	166.11	Program - Food Cost
10039	sumcle - Summit Clean Air	04/19/2018	548.30	Janitorial - Contract
10040	wasden - Delta Dental of Washington	04/19/2018	1,710.05	Payroll Benefits - Dental
10041	wasman - Waste Management of Seattle	04/19/2018	1,160.11	Garbage/Waste Removal
10042	favhea - Favorite Healthcare Staffing, Inc	04/26/2018	1,972.41	Program - Temporary Staffing
10043	fooser - Food Services of America	04/26/2018	4,007.45	Program - Food Cost & Supplies
10044	hdsupp - HD Supply Facilities Maintenance, LTD	04/26/2018	69.34	Supplies
10045	keybankc - KeyBank	04/26/2018	1,337.66	Program - Food Cost & Supplies
10046	kinco - King County Finance	04/26/2018	1,681.00	Program - Delivery & Transportation
10047	leghou - Legacy House	04/26/2018	2,187.50	Replacement Reserve Payment - Monthly

Check#	Vendor	Check Date	Total Check	
10048	neopos2 - Neopost USA, Inc	04/26/2018	37.79	Postage
10049	netser - Network Services Company	04/26/2018	704.00	Program - Supplies
10050	petqua - Petschl's Quality Meats Inc	04/26/2018	838.79	Program - Food Cost
10051	shewil - Sherwin-Williams Co.	04/26/2018	337.18	Supplies
10052	sprfar - Springbrook Farms	04/26/2018	166.11	Program - Food Cost
10053	syssea - SYSCO Seattle Inc	04/26/2018	1,193.68	Program - Food Cost
ACH	nutser - SCIDpda Congregate Meal Program	04/16/2018	2,705.38	Reimburse duplicate payment of LH Meals
Total legacyop - General Checking			98,435.03	
legopacc - General Checking				
101	leghou - Legacy House	04/19/2018	25,000.00	Transfer to KeyBank General Checking Account for operating expenses
102	scidpda - SCIDpda	04/19/2018	100,000.00	Payroll
103	leghou - Legacy House	04/26/2018	20,000.00	Transfer to KeyBank General Checking Account for operating expenses
Total legopacc - General Checking			145,000.00	
nccomop2 - General Checking				
368	pdamaint - SCIDpda Maintenance Dept	04/05/2018	87.50	WOs
369	scidpda - SCIDpda	04/05/2018	454.27	ID Billing
370	seacitli - Seattle City Light	04/05/2018	705.84	Electricity
371	verwir - Verizon Wireless	04/05/2018	6.45	Telecom
372	eltsys - ELTEC Systems, LLC	04/12/2018	249.73	Elevator - Contract
373	kinco - King County Finance	04/12/2018	659.90	Real Estate Tax
374	pdamaint - SCIDpda Maintenance Dept	04/12/2018	2,078.50	WOs
375	sou gla - Southeast Glass, Inc	04/12/2018	297.27	Maintenance - Other Vendors
376	wasman - Waste Management of Seattle	04/12/2018	27.00	Garbage/Waste Removal
377	citseacu - City of Seattle-Combined Utilities	04/19/2018	2,239.23	Garbage/Waste Removal & Water/Sewer
378	paclam - Pacific Lamp & Supply Company	04/26/2018	44.04	Supplies
ACH	newcenmt - New Central Hotel Master Tenant LLC	04/18/2018	19,204.17	Rent
ACH	newcenmt - New Central Hotel Master Tenant LLC	04/19/2018	1,767.15	Insurance Installment Payment
Total nccomop2 - General Checking			27,821.05	
nchotop - General Checking				
152	easwes - East-West Investment Co.	04/05/2018	4,075.13	Ground Lease Expense
153	finnei - Finney Neill & Co. P.S.	04/12/2018	1,894.25	Audit Fees
154	ipfscorp - IPFS Corporation	04/12/2018	1,079.62	Insurance Installment Payment
ACH	welfar - Wells Fargo	04/10/2018	19,549.92	Loan Payment - Monthly
ACH	newcenth - New Central Hotel LLC	04/16/2018	1,097.56	Replacement Reserve Payment - Monthly
Total nchotop - General Checking			27,696.48	
ncmaster - General Checking				
ACH	newcenth - New Central Hotel LLC	04/18/2018	2,945.27	Insurance Installment Payment
ACH	newcenth - New Central Hotel LLC	04/18/2018	33,833.00	Rent
Total ncmaster - General Checking			36,778.27	
ncresop - General Checking				
435	scidpda - SCIDpda	04/05/2018	4,897.21	ID Billing
436	verwir - Verizon Wireless	04/05/2018	36.26	Telecom
437	finnei - Finney Neill & Co. P.S.	04/12/2018	1,915.00	Audit Fees
438	pugsou - Puget Sound Energy	04/12/2018	763.38	Natural Gas
439	citseacu - City of Seattle-Combined Utilities	04/19/2018	75.40	Water/Sewer
440	citseacu - City of Seattle-Combined Utilities	04/19/2018	2,336.12	Garbage/Waste Removal & Water/Sewer
441	eltsys - ELTEC Systems, LLC	04/19/2018	249.73	Elevator - Contract
442	hdsupp - HD Supply Facilities Maintenance, LTD	04/19/2018	35.46	Supplies
443	keybankc - KeyBank	04/26/2018	12.82	Pest Control
444	kinco - King County Finance	04/26/2018	329.95	Real Estate Tax
ACH	unista - United States Treasury	04/13/2018	7,000.00	Income Tax - Quarterly
ACH	newcenmt - New Central Hotel Master Tenant LLC	04/18/2018	15,712.50	Rent
ACH	newcenmt - New Central Hotel Master Tenant LLC	04/19/2018	1,178.12	Insurance Installment Payment
ACH	newcentr - SCIDPDA New Central Apartments, Inc	04/16/2018	361.00	Replacement Reserve Payment - Monthly
Total ncresop - General Checking			34,902.95	
nutriop3 - General Checking				
131	bushcomm - SCIDpda Bush Hotel Commercial	04/05/2018	4,699.08	Rent
132	leghou - Legacy House	04/05/2018	2,695.03	LH Meals
133	merpar - Merchants Parking Assoc.	04/05/2018	545.00	Program - Delivery & Transportation
134	filcom - Filipino Community of Seattle	04/12/2018	553.50	Services Agreement - Other
135	hartfo - The Hartford	04/19/2018	19.76	Payroll Benefits - Life Insurance
136	kaifou - of Washington Options Inc	04/19/2018	306.27	Payroll Benefits - Medical
137	leghou - Legacy House	04/19/2018	2,743.75	LH Meals
138	wasden - Delta Dental of Washington	04/19/2018	78.70	Payroll Benefits - Dental
139	keybankc - KeyBank	04/26/2018	68.26	Program - Supplies
Total nutriop3 - General Checking			11,709.35	
pdabhcon - Construction				
ACH	thecomm - The Commerce Bank of WA	04/26/2018	5,000.00	Loan Payment - Monthly
Total pdabhcon - Construction			5,000.00	

Check#	Vendor	Check Date	Total Check	
pdaop - General Checking				
7374	bushcomm - SCIDpda Bush Hotel Commercial	04/05/2018	11,206.60	Rent
7375	luulan - Laney Luu	04/05/2018	0.01	Payroll adjustment
7376	verwir - Verizon Wireless	04/05/2018	657.85	Telecom
7377	actdes - Action Design LLC, DBA International Sig	04/12/2018	300.00	IDEA Space/Program - Subcontracts
7378	cenlin - CenturyLink	04/12/2018	120.58	Telecom
7379	danrac - Danh	04/12/2018	87.00	Council Expenses
7380	ethbus - Ethnic Business Coalition	04/12/2018	13,200.00	EBC/Program - Subcontracts
7381	icda - Interim Community Development Assoc.	04/12/2018	1,500.00	Community Outreach
7382	idvs1co - IDVS 1 Commercial	04/12/2018	390.00	Employee Parking
7383	idvs2lib - IDVS2 Library/Parking	04/12/2018	130.00	Employee Parking
7384	intpark - Interim Parking Services	04/12/2018	1,070.00	Employee Parking
7385	meetin - MeetingOne	04/12/2018	46.16	Telecom
7386	navben - Navia Benefit Solutions	04/12/2018	50.00	Payroll Benefits
7387	net2ph - Net2Phone Inc.	04/12/2018	688.76	Telecom
7388	offdep - Office Depot	04/12/2018	73.92	Office Supplies
7389	omumik - Omura	04/12/2018	90.00	Council Expenses
7390	pitbow - Pitney Bowes Inc.	04/12/2018	206.73	Postage
7391	ricusa - Ricoh USA, Inc	04/12/2018	417.89	Copier Lease/Maintenance
7392	visser - Vision Service Plan	04/12/2018	287.18	Payroll Benefits - Vision
7393	apicha - API chya	04/19/2018	450.00	Security Deposit Refund
7394	casnet - Cascade Networks, Inc.	04/19/2018	245.72	Telecom
7395	hartfo - The Hartford	04/19/2018	717.55	Payroll Benefits - Life Insurance
7396	kaifou - of Washington Options Inc	04/19/2018	17,563.25	Payroll Benefits - Medical
7397	offdep - Office Depot	04/19/2018	129.18	Office Supplies
7398	tecave - Techie Avenger Inc	04/19/2018	2,131.56	Computer - Maintenance
7399	wasden - Delta Dental of Washington	04/19/2018	1,943.55	Payroll Benefits - Dental
7400	woocom - Woodburn Company	04/19/2018	542.77	HHC/Office Supplies
7401	woover - Wood	04/19/2018	305.00	Telecom & Licenses
7402	keybankc - KeyBank	04/26/2018	2,699.68	Bank Fees, Travel, Computer Software & Council Expenses
7403	nutser - SCIDpda Congregate Meal Program	04/26/2018	12,008.25	City of Seattle Service Agreement paid to SCID in error
7404	bushcomm - SCIDpda Bush Hotel Commercial	04/26/2018	20,000.00	Cash Flow Loan
ACH	stwatre - State of WA - State Treasurer	04/20/2018	34.00	Licenses
ACH	stwab&o - Department of Revenue	04/25/2018	395.13	B&O Tax
ACH	qquest - Qquest Payroll Services	04/12/2018	123,663.45	Payroll
ACH	qquest - Qquest Payroll Services	04/26/2018	129,976.84	Payroll
Total pdaop - General Checking			343,328.61	
			1,337,561.59	

Concurrence Requests:

Staff are required to seek concurrence for items that:

- *the consideration exchanged or received by the SCIDpda exceeds \$10,000, or*
- *the performance by the SCIDpda extends over a one year period.*

May 2018 Items

Leases – Louise Mok/Julie Neilson staff leads

IDVS1com – Initial Lease

Denise Louie Education Center, - 05/01/2018 – 04/30/2019, monthly rent \$4,993.00 with NNN.

Contracts– Mike Omura, staff lead

Edge Developers – sole source contract for feasibility phase of PHPDA North Lot development (per resolution 18-03-17-02) - \$ (will have number by board meeting)

SCIDpda Staff Reports – May 2018

Legacy House/Senior Services

Emiko Mizuki

Assisted Living

- One (1) unit turnover in April totaling 10 vacancy days
- Staff coverage remains a challenge as a Certified Nursing Assistant position opening continues for weekend graveyard shifts
- Favorite Staffing will provide some temporary relief for PTO coverage

Adult Day Services

- Recruitment begins for two Case Manager positions to replace FMLA and UW returning student
- Transia is preparing a proposal for consideration to transfer some of Keiro NW routes
- Seniors and LH residents enjoyed a field trip to Chihuly Garden & Glass

Additional Information

- SPD is investigating a shooting incident outside Legacy House (Sunday 4/29 @ 1:30am) near King's Hookah Club. Vicky Li, CID Engagement & Outreach Specialist and Sonny Nguyen, have been contacted for assistance
- "Coffee with Cops" program has been scheduled in May to meet with Seniors at both the CMP/Bush and Legacy House locations
- Meetings continue to be scheduled with ICHS Managers and Legacy House in anticipation of the transition in 2018.

Real Estate Development

Michael Omura

SCIDpda Direct Involvement

Pacific Medical North Lot

The MUP documents were submitted just before Thanksgiving and SDCI has reviewed the documents for completeness. The 100% Schematic Design was submitted on 11/28/17. The current design contemplates a building(s) that are comprised of AiPACE (23,000 sq. ft.), 95 affordable family units, 41 senior units and 9,500 sq. ft. of childcare and 169 market rate units. Currently it is planned that we will develop and own the building and then condominiumize the AiPACE portion of the building. **Staff and development consultant have been meeting with Speaker Chopp over the course of this past month and the outcome of those discussions is that the Speaker will support the entire project to be owned by SCIDpda utilizing public funds. Staff and consultant are evaluating this and developing a financial analysis to determine the funding need.****



Goodwill Site

The SCIDpda has entered into a MOU with Goodwill, Lake Union Partners, and Capitol Hill Housing to create a feasibility analysis of the nearly 8 acre site. The program for the site will include a new flagship store for Goodwill and relocation of the warehousing and fleet parking, SCIDpda and CHH will develop affordable housing and community facilities. Early scenarios contemplate about 400 affordable housing units that SCIDpda would split with CHH. The feasibility of the affordable housing depends on whether the City would be willing to land swap the Charles Street site for the affordable units. Feasibility study is now underway and should be completed by mid-July.

Renovation of the Louisa Hotel

Construction began in December with the removal of hazardous materials. It is anticipated that the project will be completed by mid-2019.

Intracorp Development – Acme Poultry Site

Intracorp has completed 4 briefings to the ISRD and we anticipate submittal of the preliminary C of A shortly. Intracorp has committed to providing 62 “affordable” units per the MFTE (22 studio units at 65% AMI, 35 1 bdrm units at 75% AMI and 6 2 bdrm units at 85% AMI). Commercial will be comprised of small spaces primarily along Jackson and along a pedestrian connection between Jackson and King. A 5th Briefing to ISRD was held on 2/13/18 and there were no major issues by the Board.



Inland Development – 10th & Jackson

Construction is well underway and vertical support structures of the 1st floor are now being formed and poured. Construction is slated to be complete by 3rd Quarter of 2019

Future Projects/Opportunities

SCIDpda Direct Involvement

Bing Kung

We have met with the Bing Kung leaders and they would like the PDA to move forward with initial studies. We are working on pulling together a MOU for to assist them for the next few months. The seismic repair work has begun and it is anticipated that construction will be complete in May

URM/Historic Core Renovation

The investor that has been brought on board for the Louisa Hotel is interested in raising funds to renovate existing underutilized and vacant upper levels of many of our historic buildings in the core of the CID. SCIDpda has begun to strategize with the investor on reaching out to the owners of the buildings, the City and community leaders.

Other Projects in the Neighborhood

Panama Hotel

The two finalist were not selected and the owner has now selected another option with a developer from California. No other details at this time.

Four Seas

Interim and Edge Development has submitted to Office of Housing for plans to develop the ¼ block site of the Four Seas Restaurant for a mixed use development with affordable housing and commercial

Interim

Interim has purchased a 12,000 SF parcel on King Street between 10th and 12th (Acme Poultry parking site) and plans to develop affordable housing.

Linc's Tackle Site

Plymouth Housing will be developing a mixed use project on this site with 105 studio units. One concern expressed by some community members is that the majority of the commercial space will be for Plymouth Housing Maintenance. Anticipated construction by fall 2018 and completion by 2020

Jackson Steps (formerly Asian Plaza)

The project has been approved with conditions by the Director of SDCI since the Board was split on this. The entire project is now on the market for sale to potential developers.

Hotel on 8th Ave. S

An ISRD Briefing was held on May 23rd and it was a disruptive meeting led primarily by the CID Coalition. There has not been any news about what the status of the project is at this time.

DA-LI Development

The developers and their design team will presented the project at the fifth briefing for ISRD on 4/24/18. The ISRD generally agreed with the massing concept however there were concerns raised about the retail space on the corner of 5th & Main.

Site on Main and Maynard

Hotel Concepts has purchase the site on the SE corner of Maynard and Main and plans to develop a residential high rise. They are the same developers as the 8th & Lane hotel across from Legacy House that had caused controversy in the CID

Site on 5th and Washington

Toyoko Inn has purchased the ¼ block site directly north of the Da-Li development. The purchase price quoted in the DJC was over \$10M.

Bush Garden Site

Staff has met with Vibrant Cities the owner of the Bush Garden building and the parcel south of that building to discuss issues related to the development of that site not only as a CDC in the neighborhood but as the owners of the building adjacent to the site. The project will need to go through the ISRD to initially determine the historic significance of the building before briefing the Board on the development proposal.

International Apartments

The buyer is a group that purchased another AB Label property sold recently.**

5th & Jackson

Tomio Moriguchi and his design team presented the to the ISRD a briefing of the potential development of the existing parking lot at the corner of 5th & Jackson, a 24 story, 200 unit apartment with a 150 unit hotel and below grade parking. There was nothing unexpected in community response, but there will be some work to do on the project.**

Development Activity on the Periphery of CID

“S” Project – A 990,000 SF office development on 6th Ave. S and Airport Way just south of Dearborn. The project has had 2 Early Design Guidance reviews through the South East Review District. One building of the complex is located in the ISRD and will go through the ISRD process.

Westcoast Printing site – A 200 unit six story residential development is proposed for the old West Coast Printing site and was presented at the SE DRB on 9/27. No minutes of the EDG meeting is available at this time.

Community Initiatives

Jamie Lee

Hing Hay Coworks/Business Resources

We have 34 memberships in Hing Hay Coworks this month, which is two off from our target, but have seen a bit of “other income” come in that makes our income over budget for the month and YTD. Some of the “other income” includes additional folks using our mail service, extra printing, and other extra amenities that we offer at HHC. Our new configuration with the removal of the front room and addition of couches is lovely and many visitors and members have commented that they loved it.

We had a joint Happy Hour last Friday with Craft3 so that some of our businesses and members could meet our neighbors upstairs (and hopefully connect in ways that are mutually beneficial). We are also gearing up for our summer Arts and Crafts fair – let us know if you have any people that could be good to participate!

Public Space

The installation in **Nihonmachi Alley** is near complete. The lights and murals have been installed – and the side of the building should be painted next week. Please stop by if you can – it’s the alley just next to Kaname on Jackson St.



We hosted a community meeting this past weekend in **Hing Hay Park** to do outreach on a decorative sign we are working on. We have hired artist George Lee to design the sign, which will be installed early next year.

For the **CID Lighting Study**, we have held three community lighting assessment walks to hear concerns of community members and experience the neighborhood at night. The consultant has done an initial report back and we are now focusing on working with government entities (SDOT, WSDOT, SCL) on assessing what is possible in the public realm.

The **Jackson St. Hub** project, which is a partnership between the Alliance for Pioneer Square and SCIDpda to study the areas around Jackson St. between King St. Station and the International District Station, currently has a survey out to gain feedback from the community.

Events

CID Spring Clean was a success – thanks to all of you who came out to support in the rain! We had 350+ volunteers attend, collected & disposed of over 100 bags of garbage, filled 12 compost totes & 30 compost bags, and picked up over 130 SHARPs.

SHARE YOUR IDEAS!



- ☒ **JACKSON HUB SURVEY**

Help connect the Chinatown International District and Pioneer Square neighborhoods by telling us what is important about this intersection and how to make it better for everyone.
Online survey is available in English and Chinese.

Deadline: May 31st.
[link: bit.ly/jacksonhub](https://bit.ly/jacksonhub)
- ☒ **HING HAY PARK SIGNAGE SURVEY**

An artistic signage project is being created for Hing Hay Park. Be a part of the design process with your input! Online survey is available in English and Chinese. Paper forms in English, Chinese, and Vietnamese are available at Hing Hay Coworks.

[link: bit.ly/hinghaysign](https://bit.ly/hinghaysign)



Mark your calendar for **Thursday, July 19** (roughly 4-9pm) – we will be hosting our **Hing Hay Coworks Arts & Crafts Fair** and our first ever activation of **Maynard Alley**. Also that night is the CIDBIA's neighborhood Foodwalk, the Wing Luke's JamFest, and, of course, the activation of Canton Alley.

Development & Communications

Joseph Guanlao

Fundraising

GiveBIG 2018

\$3,319 raised from 34 unique donors
+ \$2,500 from Dollars for Change (one of 100 orgs awarded this bonus funding)
= \$5819 total in 2018

For comparison, in 2017 we raised \$3351.79 from 36 unique donors.

In terms of direct donations, this year we were \$32.79 shy of reaching the amount we raised in 2017 from direct donation. However, SCIDpda was one of 100 organizations awarded an additional \$2,500 from the Dollars for Change fund, which results in a total of \$5,819 yielded from SCIDpda's participation in GiveBIG. According to Seattle Foundation, due to overall decline in donor participation and online donations, as well as "growing feedback about donor fatigue, excessive email solicitation, costly transaction fees and the proliferation of giving days," this is the final year of GiveBIG.

SCIDpda's GiveBIG campaign utilized social media content marketing to a greater degree than the previous year, featuring the perspectives of SCIDpda staff and CID community members who provide indirect/direct support for the work of SCIDpda and/or in a broader sense speak to the unique ways they see or interface with the CID. Thank you to my colleagues Eliza and An for helping to coordinate, transcribe, and photograph our interviewees for the online content. We may expand on this interview style further as we approach the IDEA Space 10-Year Anniversary (aka the momentous announcement of re-positioning the department as Community Initiatives), and the annual fundraiser as well.

2018 SCIDpda Annual Fundraiser (Friday, October 19)

Save the Date: An online Save the Date will go out the week of this board meeting.

Sponsorship: The deadline for "Early Bird" rates is May 31. So far \$36,000 has been pledged toward sponsorship, and we need to nudge previous legacy donors to at least send their pledges to us before that deadline so we can secure them at those legacy rates before sponsorship rates increase in June.

IDEA Space 10-Year Anniversary / Donor Engagement Event (Friday, August 10)

A venue has been secured for this event, which will serve the dual purpose of celebrating IDEA Space's work over the last 10 years and engaging donors months prior to the annual fundraiser. The Fundraising Committee will solidify more details in the next meeting.

Boeing Employee Community Fund Application

We submitted a grant application to the Boeing Employee Community Fund (BECF), requesting support for a revitalization project of the lobby of the Bush-Asia Center in an effort to create a more welcoming environment that supports the well-being and safety of our residential community. The application is based on the premise that the lobby serves as a gathering space and extension of our residents' limited living space (the residential units in the Bush Hotel were converted from single resident occupancy units).

Executive Director

Maiko Winkler-Chin

Effective May 9th, Miye Moriguchi and Mindy Au are members of the SCIDpda board of directors. Congratulations!! There are now 15 board members, with quorum at 8. As a reminder, the board ****can**** go to up to 17.

Opportunity Zones – The Governor’s Office designated all City of Seattle and Seattle Housing Authority applications as Opportunity Zones. I believe we do not know anything more about the program because the federal rules have not been written yet.

Sound Transit – please see attached letter from neighborhood organizations to Sound Transit regarding studying a 4th Avenue alternative. We anticipate the board briefing on transportation to cover some of this.

Projects – there is a lot going on in relation to different projects in the neighborhood. Mike has many of them noted on his report, if you have a question about one specifically, please let me know. Please know that moving these items along are tiring.

- CHH, Goodwill, and I met with Puget Sound Sage and UFCW to discuss the Goodwill project, and Sage/UFCW concerns with project elements. We were clear that we were not into the community engagement timeline because we do not know if the basic project elements are feasible yet.
- The current iteration of the North Lot project is as a LIHTC project, using the new “income averaging” tool. We have not figured out the tool yet, but hope to in order to decrease the public ask on the formerly market rate building.

SCIDpda Consolidated Balance Sheet (With Period Change)

Period = Jan 2018-Mar 2018

Book = Accrual ; Tree = .fc_bs

PDA Reporting=Admin/Fundraising/Mktng,IDEA Space,Legal Holdings,Properties,Property Mgmt,Senior Services;

	Balance Current Period	Beginning Balance	Net Change
ASSETS			
CURRENT ASSETS			
CASH & CASH EQUIVALENTS			
Unrestricted Funds	2,583,535	2,796,182	-212,646
Restricted Funds	2,922,176	2,935,359	-13,183
Bond Funds	2,784,648	2,401,178	383,470
TOTAL CASH & CASH EQUIVALENTS	8,290,360	8,132,718	157,641
ACCOUNTS RECEIVABLE			
Accounts Receivable - Net	2,335,066	2,283,558	51,508
TOTAL ACCOUNTS RECEIVABLE	2,335,066	2,283,558	51,508
OTHER RECEIVABLES			
Note Receivable	6,171,196	6,114,120	57,076
Other Receivables	17,290	20,707	-3,416
TOTAL OTHER RECEIVABLES	6,188,486	6,134,826	53,659
DEPOSITS & PREPAIDS			
Prepaid Insurance	19,907	32,373	-12,466
Prepaid Expenses & Deposits	44,854	46,825	-1,971
TOTAL DEPOSITS & PREPAIDS	64,761	79,198	-14,437
TOTAL CURRENT ASSETS	16,878,673	16,630,301	248,372
LONG-TERM ASSETS			
PROPERTY			
Property - Net Accum. Depreciation	39,564,561	39,915,369	-350,808
TOTAL PROPERTY	39,564,561	39,915,369	-350,808
FIXED ASSETS			
Furniture Fixtures & Equipment - Net Accum. Depreciation	333,913	351,362	-17,450
TOTAL FIXED ASSETS	333,913	351,362	-17,450
TOTAL LONG-TERM ASSETS	39,898,474	40,266,731	-368,258
OTHER ASSETS			
OTHER ASSETS			
Other Receivables	4,030,115	4,142,865	-112,750
Investment in Other Entities	9,053,731	9,029,981	23,750
Development Projects	155,646	31,416	124,230
TOTAL OTHER ASSETS	13,239,492	13,204,262	35,230

Balance Sheet (With Period Change)

Period = Jan 2018-Mar 2018

Book = Accrual ; Tree = .fc_bs

PDA Reporting=Admin/Fundraising/Mktng,IDEA Space,Legal Holdings,Properties,Property Mgmt,Senior Services;

	Balance Current Period	Beginning Balance	Net Change
TOTAL OTHER ASSETS	13,239,492	13,204,262	35,230
TOTAL ASSETS	70,016,639	70,101,295	-84,656
LIABILITIES & CAPITAL			
LIABILITIES			
CURRENT LIABILITIES			
PAYABLES & OBLIGATIONS			
Accounts Payable	369,413	322,478	46,935
Prepaid Rent	22,018	24,045	-2,027
Current Portion Due of Mortgages & Other Obligations	6,509,926	6,488,456	21,469
Taxes & Benefits Payable	6,220	26,806	-20,586
Line of Credit	0	25,000	-25,000
TOTAL PAYABLES & OBLIGATIONS	6,907,576	6,886,785	20,792
ACCRUED EXPENSES			
Accrued Expenses	1,783,015	1,693,259	89,757
TOTAL ACCRUED EXPENSES	1,783,015	1,693,259	89,757
TOTAL CURRENT LIABILITIES	8,690,592	8,580,044	110,548
LONG-TERM LIABILITIES			
MORTGAGES & OTHER OBLIGATIONS			
Loan Payable	30,937,788	31,077,170	-139,382
Bonds Payable - Net	865,166	886,548	-21,382
TOTAL MORTGAGES & OTHER OBLIGATIONS	31,802,953	31,963,718	-160,764
TOTAL LONG-TERM LIABILITIES	31,802,953	31,963,718	-160,764
OTHER LIABILITIES			
Security Deposit Liability	142,006	145,920	-3,914
Other Liabilities	52,447	64,850	-12,403
Deferred Rent Payable	1,777,047	1,777,047	0
TOTAL OTHER LIABILITIES	1,971,500	1,987,818	-16,317
TOTAL LIABILITIES	42,465,046	42,531,579	-66,533
CAPITAL			
Retained Earnings	27,551,593	27,569,716	-18,122
TOTAL CAPITAL	27,551,593	27,569,716	-18,122
TOTAL LIABILITIES & CAPITAL	70,016,639	70,101,295	-84,656

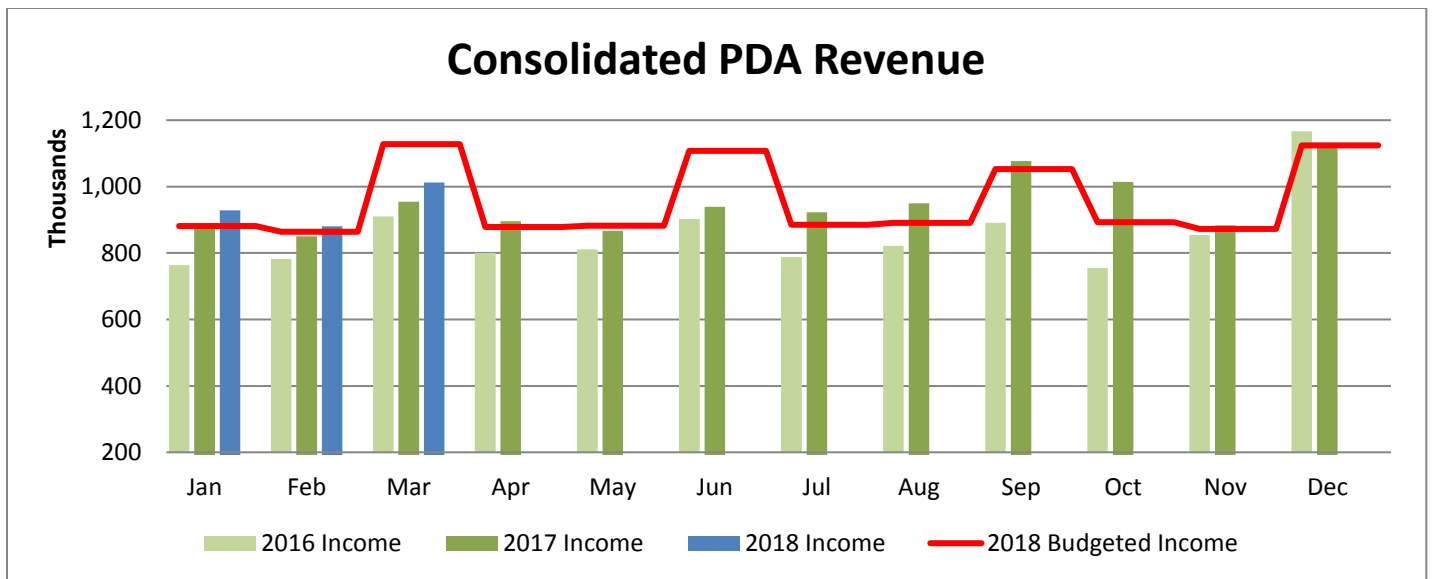
PDA Reporting Comparison Income Statement

Book = Accrual ; Tree = .fc_is_report_ne

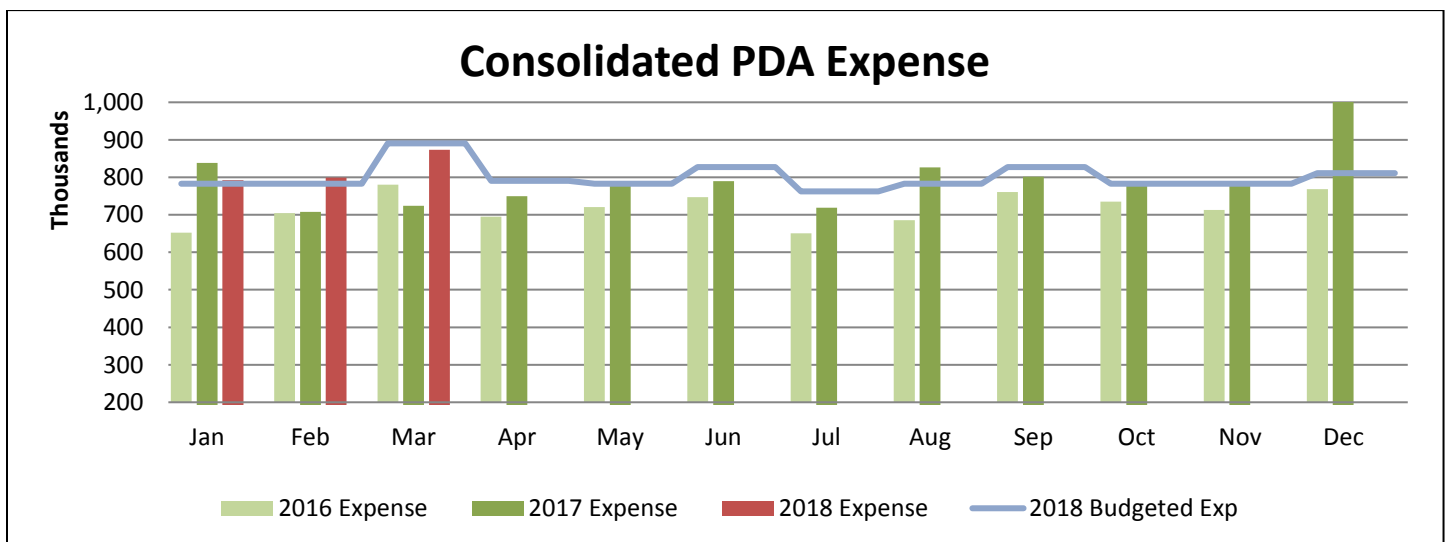
PDA Reporting=Admin/Fundraising/Mktng,IDEA Space/HCC,Legal Holdings,Properties,Property Mgmt,Senior Services;

	1st Quarter 2018																				
	Admin/Fundraising/Mktng			IDEA Space/HCC			Properties			Property Mgmt			Senior Services			Legal Holdings Master/Qalib/Fund/Condo			Total SCIDpda		
	Actual	Total Budget	Variance Fav (Unfav)	Actual	Total Budget	Variance Fav (Unfav)	Actual	Total Budget	Variance Fav (Unfav)	Actual	Total Budget	Variance Fav (Unfav)	Actual	Total Budget	Variance Fav (Unfav)	Actual	Total Budget	Variance Fav (Unfav)	Total SCIDpda	Total Budget	Variance Fav (Unfav)
REVENUE																					
RENT INCOME																					
Rent	0	0	0	19,157	19,822	(665)	998,469	1,034,001	(35,532)	0	0	0	584,698	572,307	12,391	399,624	399,624	0	2,001,948	2,025,754	(23,806)
Vacancies	0	0	0	0	0	0	(8,661)	(11,376)	2,715	0	0	0	(6,952)	(4,678)	(2,274)	0	0	0	(15,613)	(16,054)	441
Concessions and Bad Debt	0	0	0	0	0	0	(10,050)	(3,097)	(6,953)	0	0	0	228	0	228	(522)	0	(522)	(10,343)	(3,097)	(7,246)
NET RENT INCOME	0	0	0	19,157	19,822	(665)	979,759	1,019,528	(39,769)	0	0	0	577,974	567,629	10,345	399,102	399,624	(522)	1,975,992	2,006,603	(30,611)
TOTAL NET INC/LOSS FROM RELATED PROP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER RENTAL INCOME	0	0	0	0	0	0	52,489	51,381	1,108	0	0	0	0	0	0	0	0	0	52,489	51,381	1,108
TOTAL SERVICE INCOME	73,223	73,617	(394)	0	0	0	3,965	3,459	506	215,473	221,844	(6,371)	283,869	304,043	(20,174)	0	0	0	576,529	602,963	(26,434)
TOTAL OTHER INCOME	15,000	21,238	(6,238)	930	0	930	6,831	6,174	657	81	0	81	312	189	123	0	0	0	23,155	27,601	(4,446)
TOTAL INTEREST INCOME	21,068	21,016	52	0	0	0	32,441	32,490	(49)	0	0	0	0	42	(42)	47,920	47,908	12	101,430	101,456	(26)
Grants	0	0	0	105,228	139,984	(34,756)	0	0	0	0	0	0	2,753	500	2,253	0	0	0	107,981	140,484	(32,503)
LESS Grant Program Expense	0	(1,251)	1,251	(35,634)	(87,423)	51,789	0	0	0	0	0	0	0	(189)	189	0	0	0	(35,634)	(88,863)	53,229
Other Fundraising	2,821	(2,997)	5,818	10,500	27,708	(17,208)	0	0	0	0	0	0	5,760	7,002	(1,242)	0	0	0	19,081	31,713	(12,632)
TOTAL FUNDRAISING INCOME	2,821	(4,248)	7,069	80,095	80,269	(174)	0	0	0	0	0	0	8,512	7,313	1,199	0	0	0	91,428	83,334	8,094
TOTAL REVENUE	112,112	111,623	489	100,182	100,091	91	1,075,484	1,113,032	(37,548)	215,554	221,844	(6,290)	870,669	879,216	(8,547)	447,022	447,532	(510)	2,821,022	2,873,338	(52,316)
EXPENSES																					
ADMINISTRATIVE																					
Professional Fees & Consulting	30,380	21,439	(8,941)	1,057	633	(424)	10,578	13,269	2,691	0	0	0	0	0	0	3,173	3,434	261	45,188	38,775	(6,413)
Rent Expense	7,629	7,743	114	12,585	12,585	0	201,500	201,501	1	0	2,205	2,205	58,910	59,061	151	198,124	198,123	(1)	478,748	481,218	2,470
Salaries, Wages, & Training	200,017	205,684	5,667	92,426	87,450	(4,976)	51,879	59,205	7,326	192,856	198,009	5,153	480,400	460,655	(19,744)	0	0	0	1,017,577	1,011,003	(6,574)
Other Admin Expenses	19,612	24,149	4,537	4,043	7,638	3,595	11,431	11,583	152	3,890	3,340	(550)	16,134	15,213	(921)	192	150	(42)	55,303	62,073	6,770
TOTAL ADMINISTRATIVE	257,638	259,015	1,377	110,110	108,306	(1,804)	275,389	285,558	10,170	196,746	203,554	6,808	555,444	534,929	(20,514)	201,489	201,707	218	1,596,816	1,593,070	(3,747)
TOTAL MANAGEMENT FEE	1,911	1,986	75	5,002	2,853	(2,149)	77,432	79,071	1,639	12,949	12,915	(34)	52,791	53,400	609	0	0	0	150,084	150,225	141
TOTAL MAINTENANCE	6,047	3,057	(2,990)	4,264	2,550	(1,714)	65,919	84,290	18,371	175	999	824	35,434	31,431	(4,003)	340	1	(339)	112,180	122,328	10,148
TOTAL UTILITIES	4,446	4,668	222	4,806	4,875	69	133,705	101,238	(32,467)	0	0	0	44,345	44,358	13	0	0	0	187,302	155,139	(32,163)
TOTAL TAXES	13	183	170	37	48	11	2,035	2,154	119	0	690	690	828	723	(105)	0	75	75	2,913	3,873	960
TOTAL INSURANCE	5,418	5,637	219	1,758	1,758	0	25,100	22,728	(2,372)	0	0	0	10,107	12,033	1,926	0	0	0	42,383	42,156	(227)
TOTAL PROGRAM EXPENSES	360	6,375	6,015	0	624	624	0	0	0	0	0	0	95,703	96,708	1,005	0	0	0	96,064	103,707	7,643
TOTAL OPERATING EXPENSES	275,834	280,921	5,087	125,976	121,014	(4,962)	579,580	575,039	(4,541)	209,871	218,158	8,287	794,653	773,582	(21,070)	201,829	201,783	(46)	2,187,743	2,170,498	(17,245)
NOI BEFORE DEBT SERVICE & GROUND LEASE	(163,722)	(169,298)	5,576	(25,795)	(20,923)	(4,872)	495,904	537,993	(42,089)	5,683	3,686	1,997	76,016	105,634	(29,618)	245,193	245,749	(556)	633,279	702,840	(69,561)
TOTAL DEBT SERVICE & GROUND LEASE	7,886	75	(7,811)	0	0	0	135,056	137,517	2,461	0	0	0	0	0	0	123,296	140,477	17,181	266,238	278,069	11,831
NOI AFTER DEBT SERVICE & GROUND LEASE	(171,609)	(169,373)	(2,236)	(25,795)	(20,923)	(4,872)	360,848	400,476	(39,628)	5,683	3,686	1,997	76,016	105,634	(29,618)	121,897	105,272	16,625	367,041	424,771	(57,730)
TOTAL OTHER EXPENSES	0	0	0	0	0	0	4,005	6,831	2,826	0	0	0	2,782	0	(2,782)	3,500	750	(2,750)	10,288	7,581	(2,707)
NET INCOME BEFORE DEPR & AMORT	(171,609)	(169,373)	(2,236)	(25,795)	(20,923)	(4,872)	356,843	393,645	(36,802)	5,683	3,686	1,997	73,234	105,634	(32,400)	118,397	104,522	13,875	356,753	417,190	(60,437)
TOTAL DEPRECIATION & AMORTIZATION	9,227	6,036	(3,191)	10,956	10,956	0	249,449	274,119	24,670	0	0	0	21,358	18,294	(3,064)	83,886	83,886	0	374,876	393,291	18,415
NET INCOME	(180,836)	(175,409)	(5,427)	(36,751)	(31,879)	(4,872)	107,394	119,526	(12,132)	5,683	3,686	1,997	51,876	87,340	(35,464)	34,511	20,636	13,875	(18,122)	23,899	(42,022)

CONSOLIDATED PDA - Q1 2018 Financial Summary

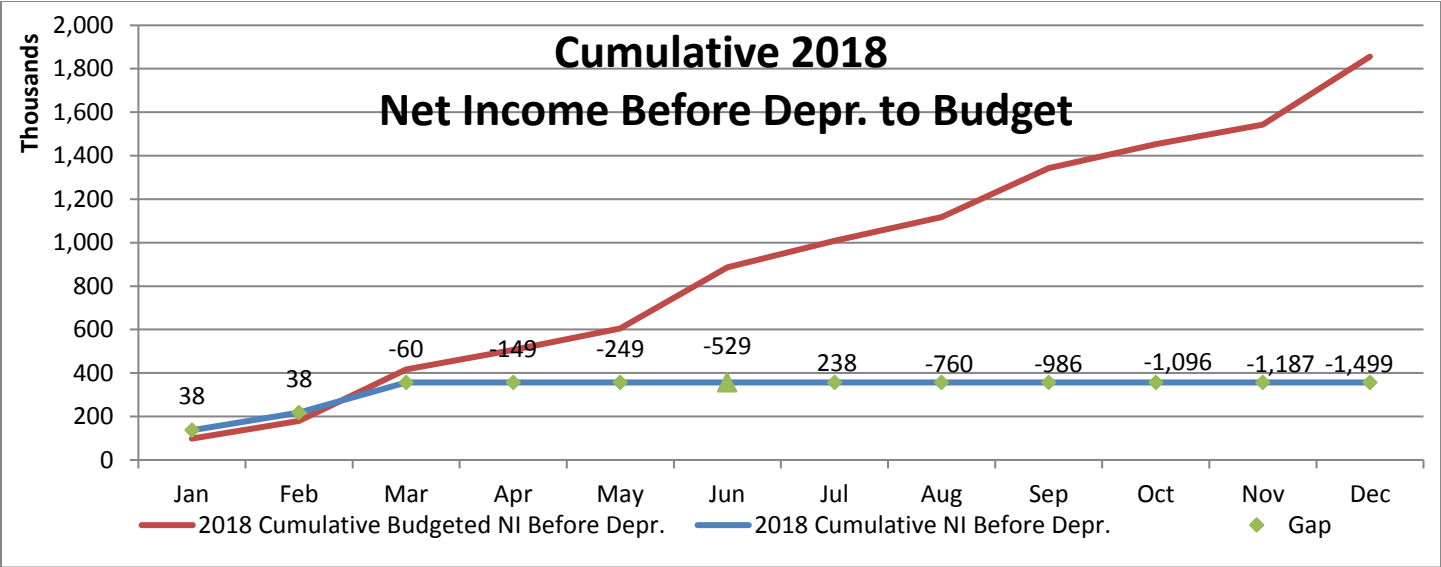


Revenues for Q1 2018 were approximately \$52K under budget when consolidated together. Revenues on our properties are below budget for both residential and commercial properties. We are reviewing the residential variances. The commercial variance is due to lower commercial rent on our CMP space and budget revenue flat lined where increases will happen throughout the year. We plan to correct the budget for this latter variance. Concessions and bad debt are higher than budgeted for our properties due to a large past due balance from a tenant which was collected in April. Senior Services AL revenue is greater than budget but ADS revenue is below budget making the net revenue for Senior Services slightly below budget overall. Other Income is slightly below budget with Fundraising revenues slightly greater than budget.



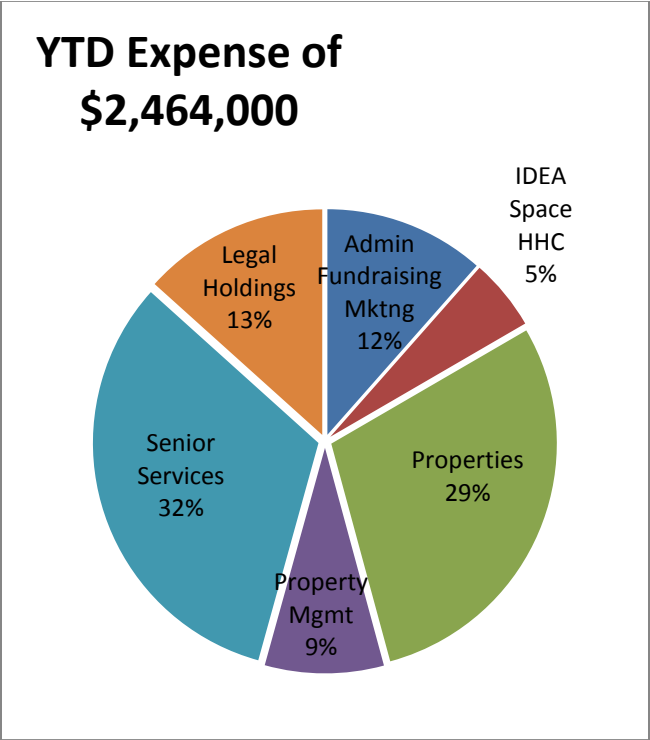
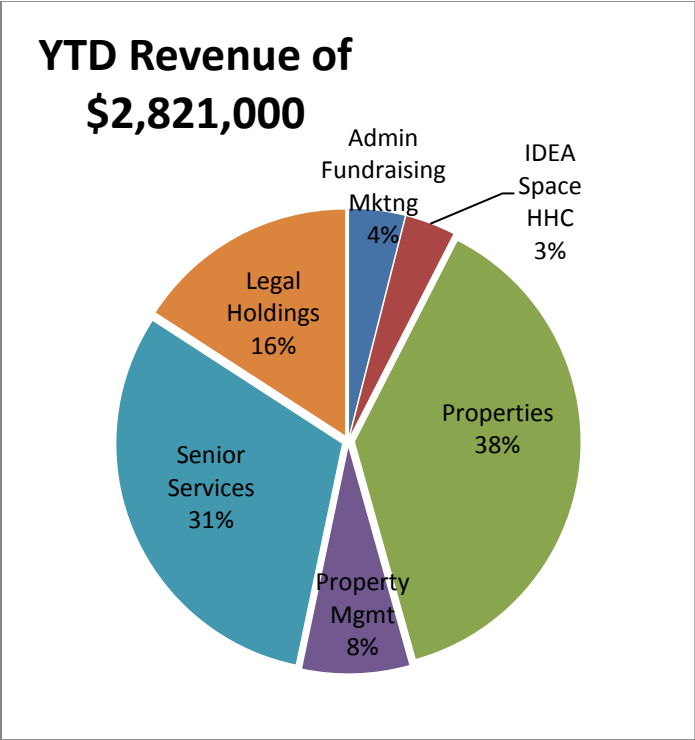
Expenses for Q1 2018 were over budget for the entire organization by approximately \$8K. Operating expenses are under budget by \$17K. The biggest factor in the negative variance is Utilities Expense. We believe we have under billed utilities to our commercial tenants. We are currently working on a reconciliation of 2017 NNN expenses and then will focus on the 1st half of 2018 to ensure we are accurately charging and collecting NNN charges. Maintenance Expense is under budget and still needs to be researched. Salaries, Wages and Benefits Expense is over budget at Senior Services

but on or under budget for all other LOB. Debt Service is under budget while Other Expenses is slightly over budget and include items that may be funded through replacement reserves.



As a result, our NOI before Depreciation was \$357K which was \$60K below budget through March 31, 2018.

Visual Breakout by Department of Year through September Revenue and Expenses



SCIDPDA MONTHLY MANAGEMENT REPORT

May 2018

Property Management

Commercial Vacancy as of 4/30/2018

Property	Total Sq Ft	Vacant sf	Percent Vacant	Notice To Vacate	Month to Month
IDVS 1	86,039	0	0.00%	0	0
IDVS II	5,899	0	0.00%	0	0
New Central	21,288	1100	5.17%	1	0
Bush Hotel	28,178	1603	5.69%	1	0
Jackson	4,918	0	0%	0	0
Portfolio Total	146,322	2703	1.85%	2	0

Leasing Activity and Property Notes:

We are still searching for a commercial tenant to replace the travel agency that moved out of New Central. The travel agency lease does not expire until August and they continue to pay rent while we find a tenant to replace them, so it technically doesn't qualify as vacant. We are also searching for tenants to replace Mak Fai, who moved out of NC at the end of March. We continue to use aggressive leasing activities for all spaces.

We expect to sign a five-year lease in May with an acupuncture business at Bush. This lease replaces the travel agency that moved out in March.

Residential Vacancy as of 4/30/2018

	Apr 2018	YTD	2018 Budget
PDA-Owned Properties			
Bush Residential	1.92%	2.00%	2.00%
Domingo Viernes Apartments	0.00%	0.61%	2.00%
New Central Apartments	0%	1.13%	2.00%
PDA-Managed Properties			
Eastern Hotel	0%	1.85%	2.00%
Nihonmachi Terrace	0%	1.20%	4.00%
NP Hotel	1.67%	3.40%	2.00%
Jackson Apartments	0.00%	0.00%	1.50%

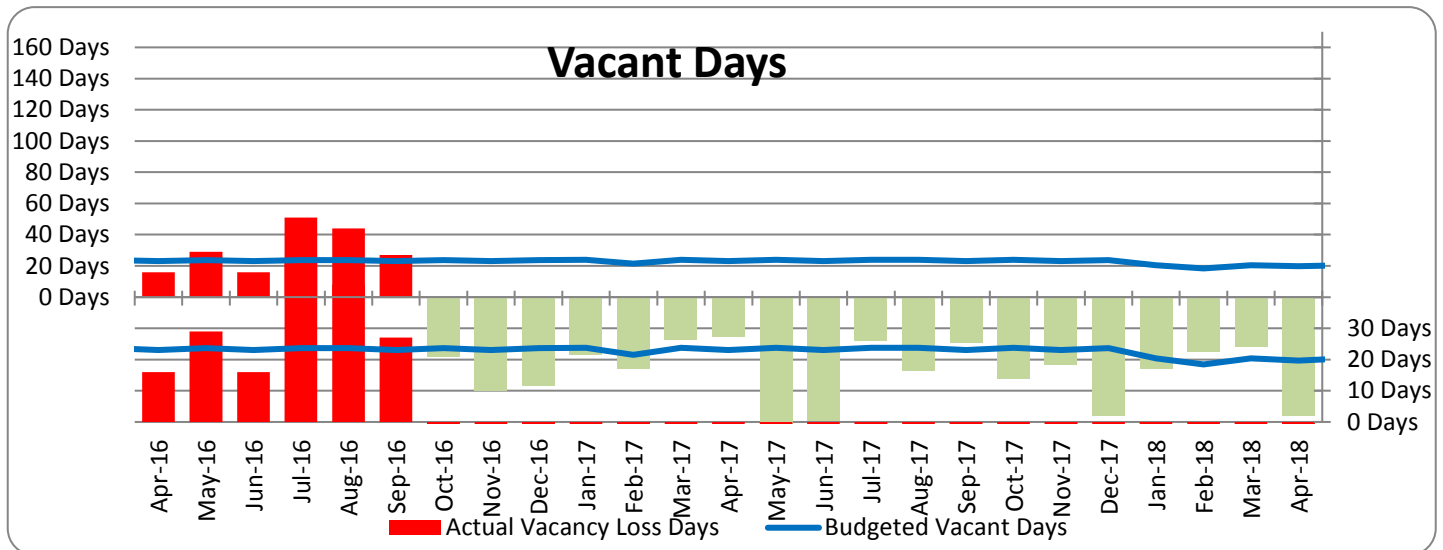
We had extended vacancies at NP Hotel due to difficulty in turning two unit – one was vacant 154 days, the other was 61 with our goal being a maximum of 30 days. One of the units needed a major overhaul – new cupboards, flooring, and plumbing fixtures. We're working with maintenance to ensure we hit our budgeted goal of 2% by year-end by keeping future vacancy turns under 20 days.

Senior Services

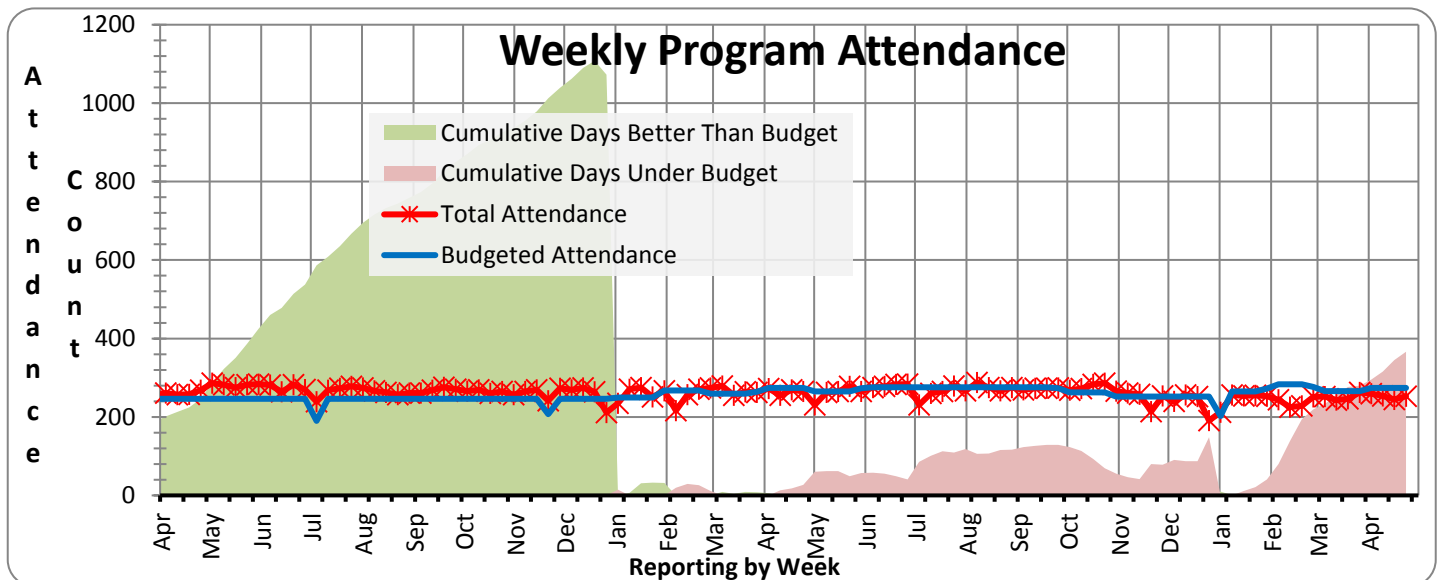
The positive variance for Assisted Living continues into April. Vacancy loss through April was budgeted at 79 days, with an actual vacancy loss of <189> days, making the net vacancy number less than budget through April by 268 days. The vacancy loss continues to be a net negative because of quick turn over time to bring on new residents. 3 rooms continue to be occupied by couples. The State Legislature also approved Bridge Funding for Assisted Living facilities that have a large percentage of Medicaid residents. This funding, if approved by the governor, is estimated to be approximately \$58K for 2018.

ADS attendance is below budget through April by 366 days, and revenue for the ADS program is below budget. Attendance has been affected by DSHS not allowing some Assisted Living residents to continue in the ADS program. Also, the flu season hit particularly hard causing cancellations. Staff continue to work to bring on new clients and to get clients into a higher acuity, which results in higher revenue per client.

Assisted Living



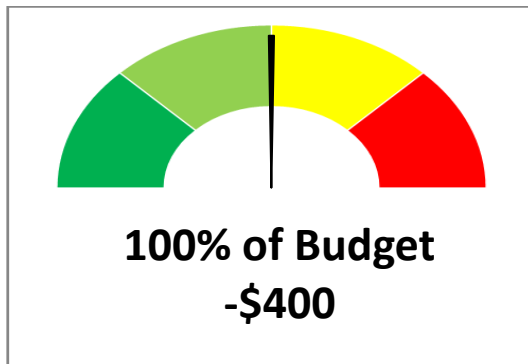
Adult Day Program



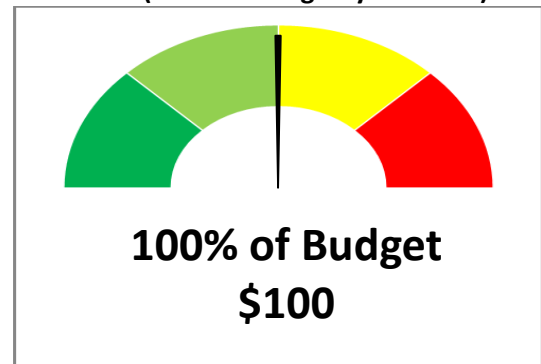
Payroll

Payroll and Benefits Expense actual to budget through April total \$13.4K over budget. Senior Services has had large amounts of overtime while covering for staff that is on PTO and FMLA.

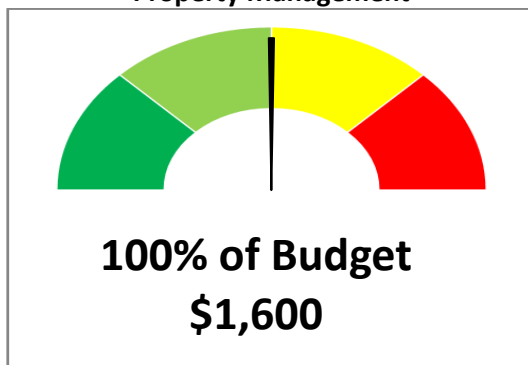
Admin



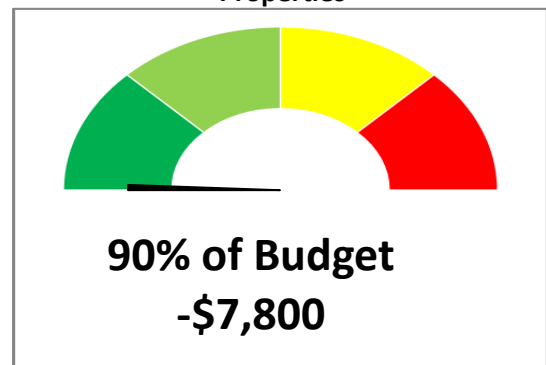
IDEA (Includes Hing Hay Coworks)



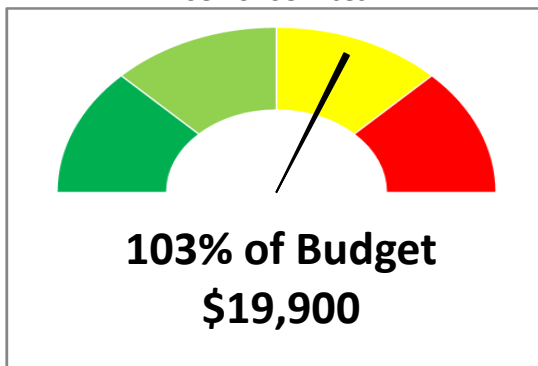
Property Management



Properties



Senior Services



May 11, 2018

Peter Rogoff, Chief Executive Officer
Dave Sommers, Chairperson
Sound Transit
401 S Jackson St
Seattle, WA 98104

Dear Mr. Rogoff and Mr. Sommers;

We are a coalition of representatives of South Downtown Seattle, and we are writing to you to clearly state that Sound Transit include a 4th Avenue S. alignment among the alternatives moved forward for further study in Sound Transit 3. Although we welcome the access to opportunities and improved transit envisioned through Sound Transit, we cannot allow you to move forward without a study of other alternatives that minimize the negative impact to our communities.

The current alternatives – both on 5th Avenue S. – substantially disrupt the CID and Pioneer Square, resulting in hardships on small businesses, immigrant and refugee owned businesses and low-income, elderly residents for many years. The current alternatives also fail to maximize the many potential benefits that could accrue to our neighborhoods, and Seattle as a whole, should a 4th Avenue S. alignment be successful.

Specifically, the 5th Avenue S. alternatives will harm the CID and Pioneer Square through:

- Years of construction impacts which will damage the viability of 5th Ave S. small businesses, further complicate complex and congested traffic on 5th Avenue S and S Jackson St.; and disrupt the core of the CID and Pioneer Square through traffic diversion onto secondary streets;
- Negative impacts to air quality, mobility and quality of life in the CID, a neighborhood with the highest concentration of elderly residents in the city and one of the highest concentrations of poverty;
- Major disruption of the largest transit hubs north of San Francisco, including requiring the removal of Metro's electronic trolley lines off 5th Avenue to another street;

This project comes in quick succession after other significant infrastructure projects including the Viaduct deconstruction; First Avenue utility work and potential streetcar development; increased bus traffic due to reroutes from the viaduct and Convention Center projects; electrical system infrastructure impacts (Denny Substation work) and on the heels of a period of gentrification and destabilization pressures for a vulnerable residents and businesses. The cumulative effects of these projects present, in our minds, the largest threat to the South Downtown neighborhoods since the building of I-5.

A 4th Avenue S. alignment potentially offers benefits to Pioneer Square, the CID, and the entire system. This proposed 4th Avenue S. alignment (turning due south from the existing representative alignment at approximately James to connect to 4th Avenue S. at about Yesler, potentially running parallel to the existing BNSF tunnel right of way) would:

- Potentially minimize construction and mitigation costs and disruption by utilizing existing infrastructure under the 4th Avenue S. viaduct and Union Station and shifting major construction a block away from CID, into an area with fewer businesses;

- Move transit access towards Pioneer Square;
- Utilize Union Station as a transit station, creating a multi-modal transit hub that will limit walking for connections between the ST3 tunnel, the International District Station, Sounder and potentially Amtrak;
- Provide an opportunity for partnership with Seattle to upgrade the 4th Avenue S. viaduct to meet modern seismic standards, thereby sharing some of the cost of infrastructure improvements;
- Integrate station design with the neighborhood-driven Jackson St. Hub project, an ongoing, community-focused project funded by Historic South Downtown to create a more multi-modal, pedestrian-friendly commuter gateway in South Downtown.

We believe the benefits of a potential 4th Avenue S. alignment in South Downtown dovetail effectively with Sound Transit's Measures of Success, specifically:

- High-quality projects are completed on time and within budget - by increasing the quality of the project, building a successful and sustainable multi-modal station hub;
- Services are well used with high customer satisfaction - by creating a multi-modal approach and resulting in an integrated customer experience;
- Checks and balances ensure accountability to the community - by listening to the expressed will of representatives of residents, businesses and nonprofits in Pioneer Square and the CID;
- Projects are developed with the help of meaningful community involvement and participation;
- Projects include innovative design and operating features that benefit customers and attract new riders;
- Partnerships leverage Sound Transit's investments and/or reduce project costs - by using existing infrastructure, working with Seattle to improve infrastructure, and design a project that has a system-wide perspective.

We have heard that Sound Transit states that it is too late to add alternatives for consideration, and that the agency has not previously heard this concern. Yet Sound Transit's Early Scoping Summary Report clearly shows comments have been received to advocate for the utilization of Union Station, greater coordination of access to adjacent transit and regional rail facilities in the IDS/South Downtown area, and other input that is potentially better served with a 4th Avenue S. alignment. We also know that the low attendance at a recent neighborhood meeting is being used to signal that our the communities do not care. We can tell you firsthand that meeting outreach was insufficient. Certainly this one data-point is not enough to speak to the will of the community, especially when our communities have been clear about these concerns over many years, including when Sound Transit built its first line.

In addition to studying other alternatives through South Downtown, we request that Sound Transit meet with signatories, as well as the City of Seattle, once alternatives are studied, to discuss which alternatives will move forward. This discussion will need to take place with sufficient notice of the proposed alternatives to allow the communities to formulate a considered response.

The opportunities created by transit access are great. An investment of this size should meet multiple goals, and must consider the impacts to existing communities. Giving South Downtown one alternative is not good enough. We need real choices and the opportunity to reflect the preference of the people who live, work and commute through these neighborhoods.

Sincerely,

Maiko Winkler-Chin, Seattle Chinatown
International District Preservation and
Development Authority

Kathleen Barry Johnson, Historic South
Downtown

Jessa Timmer, Chinatown International District
Business Improvement Area

Lisa Dixon Howard, Alliance for Pioneer Square

Pradeepta Upadhyay, InterIm CDA

Denise Moriguchi, Uwajimaya, Inc.

Barry Blanton, Blanton Turner

Tomio Moriguchi, Fujimatsu LLC

Staff Briefings

Staff Briefing on Resolutions

Settlement Agreement with Seattle Parks & Recreation and SCIDpda

Background: The SCIDpda and the SPR have been negotiating for numerous years an agreement having to do with SCIDpda having an easement over Hing Hay Park for the original sun room which is now part of Hing Hay Coworks. The original easement agreement from 1981 required SCIDpda to provide community space and restrooms in the Bush Hotel in exchange for the easement over Hing Hay Park. During the Bush Hotel commercial rehabilitation in the late 2000s and the expansion of Hing Hay Park, SPR held up our permit and began to pressure SCIDpda into the terms of the original easement agreement.

After several negotiation sessions and back and forth on specific terms of the Settlement Agreement, we now have a final Settlement Agreement which in short contains the following highlights:

- SCIDpda will transfer through a condominium agreement to SPR
 - 480 sq. ft. of space along the south portion of the Plaza Level floor for a concierge office and public restroom
 - 126 sq ft. of interior storage space
 - 767 sq. ft. of outdoor storage space.
- SPR will operate and maintain these spaces
- SPR will not charge SCIDpda revocable use permit fees for 30 years (estimated currently at \$15,000 annually)
- Renovation costs required for the restroom and concierge office will come out of \$300,00 in City funds. SCIDpda is responsible for the rough in for plumbing and electrical to the spaces.
- SPR is not obligated to pay for any condominium association dues, common area maintenance charges or assessments by condominium association. Yet they maintain membership and voting rights in the association.

At this time staff feels strongly that the basic space allocation and scope of the construction work is acceptable to SCIDpda. However we still disagree that SPR should have voting rights as a member of the condominium association if they are not paying for dues and common area maintenance. There is also insurance issues that need clarification that we feel needs to be negotiated further.

Staff seek permission to move forward in some way as once we agree, we can then move into the City Council process of cleaning up all existing ordinances, which requires City Council action.

Transfer Development Rights (TDR)

At the last Board meeting we informed the Board about a developer (Urban Visions) approaching us about purchasing of TDR's from SCIDpda.

The two properties that SCIDpda owns that qualify for TDR's is the IDVS 1 and the Bush Hotel and the staff estimate of the amount of TDR's available to grant to a purchaser is as follows:

IDVS 1 – 50,084 sq. ft.

Bush Hotel – 59,753 sq. ft.

The purchaser has offered verbally \$30/sq. ft. for the TDR's and this will go to additional FAR's for their S project that is planned in the SODO area adjacent to the old immigration building on Airport Way. The conditions for the use of the proceeds from the TDR's is that it stay with the property where the TDR's were granted.

There were concerns raised by some Board members at the last Board meeting that if there is not an immediate need to the proceeds from the TDR at the properties mentioned about then perhaps we should wait to sell TDR's. First it should be noted that the market for TDR's has been somewhat non-existent since the implementation of the MHA since developers are getting bonus FAR and height through this program. Also per records compiled by the City the most recent granting of TDR's yield a price of \$16.00 to \$18.25 per square foot.

In order to get the process moving forward the SCIDpda needs to obtain from the City a Transfer of Development Rights letter where the City will conduct research and determine the exact amount of TDR's available for each property. Once the letter is issued we can sell all or part of the TDR's available for the site. This process entails expenditure of at least \$1,300 per each property and this cost will increase if there's additional time needed by City staff to determine the available TDR's.

Staff recommends that Board allow staff to initiate this process so that we can take advantage of this offer which we feel is a good offer. Secondly it is difficult to predict what the future market for TDR's will be given the changes in the bonus structure by the City.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is dated _____ (“Effective Date”), and is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation (the “City”), by and through its Department of Parks and Recreation (“SPR”), and the Seattle Chinatown International District Preservation and Development Authority, a Public Development Authority organized and authorized pursuant to RCW 35.21.730.755 and Seattle Council Ordinance Number 103387 (“SCIDpda”), for the purpose of resolving disagreements and confirming new terms and conditions for the disposition and use of real property rights and restrictions.

RECITALS

- A. Subject Properties.** The City owns the real property known as the Hing Hay Park, King County Parcel No. 5247801945, located in Seattle’s Historic International District. SCIDpda owns the real property known as the Bush Hotel, a landmarked building, King County Parcel No. 1275150000, which is located directly north of and adjacent to Hing Hay Park. The properties are more fully described and depicted in Exhibit A.
- B. Shared Interests.** In 1977 the City was authorized to enter into an agreement with SCIDpda (under Ordinance 106367) to enable SCIDpda to purchase the Bush Hotel building for the purpose of developing a community center and affordable housing and for providing public restroom facilities and pedestrian access serving users of Hing Hay Park.
- C. Existing Real Estate Agreements.** In relation to certain agreements listed below, the Bush Hotel was redeveloped as a community center and the building was renovated with additional space, including a sunroom extension, terraced stairs and access to the building. The main entrance abuts and faces park property and the sunroom/overhang addition occupies the north section of Hing Hay Park. To facilitate this development, in exchange for providing funding and permission for the Bush Hotel expansion onto Parks property, certain public benefits were to be established on the Hotel property via mutually-beneficial easements and covenants. Specifically, this included: (1) public access to internal restrooms (comfort stations) to be maintained by SCIDpda; (2) approximately 20,000 square feet of community center space inside the Bush Hotel; and (3) a pedestrian access easement from South Jackson Street through a vacated alley to Hing Hay Park. These rights and obligations were set forth in the following executed and recorded real estate agreements (the “Recorded Agreements”):

Instrument	Impact
Restrictive Covenant (Ordinance No. 106367) King County Rec. No. 8201270574	Authorizes the agreement with SCIDpda for funding assistance and development of the Bush Hotel into a community center. Requiring SCIDpda to provide 20,000 SF community center space within the Bush Hotel.
Supplemental Easement Agreement	Reciprocal easements providing SPR with ingress/egress access across Bush Hotel property;

Instrument	Impact
(Ordinance No. 110048) King County Rec. No. 8202010397	requiring SCIDpda to establish, operate and maintain a public comfort station; and allowing SCIDpda to place structures on park property.

While the Recorded Agreements were executed and recorded, they were not implemented as intended. The City and SCIDpda have a shared goal of amending the collection of agreements for the purpose of implementing the intended programs and services and complying with existing state law and City policy regarding use of Parks property.

D. New Agreements. The City and SCIDpda desire to resolve disagreements regarding how the rights and obligations in the Recorded Agreements should be implemented and enforced. On April 27, 2017, authorized representatives of the City and SCIDpda met and agreed to the key terms to resolve these disagreements, which they memorialized in a short-form written agreement, executed on that same date. The parties wish to more completely document these terms in this Settlement Agreement. The parties view this Settlement Agreement as an alternative to adverse enforcement action intended to achieve mutual benefits without resort to litigation.

NOW, THEREFORE, in consideration of mutual benefits set forth herein, the City and SCIDpda hereby agree as follows:

1. SETTLEMENT.

- A. Resolution of Disagreements. The City and SCIDpda, subject to any necessary approvals by the Seattle City Council and the SCIDpda Board, hereby resolve all disagreements and disputes relating to enforcement and implementation of the Recorded Agreements pursuant to the terms and conditions set forth herein. The parties intend to construct two demised condominium units within the Bush Hotel; convey fee simple ownership of those units to the City upon completion; terminate the Supplemental Easement Agreement; grant SCIDpda permission under the terms of the Restrictive Covenant to substantially decrease the square footage of community center space required within the Bush Hotel; and grant SCIDpda a long-term permit for use of a portion of Hing Hay park.
- B. Term. The Commencement Date of this Settlement Agreement will be the date on which both parties have executed the agreement after their respective legislative approval. The Termination Date of this Agreement is the date on which the City and SCIDpda execute the conveyance agreement for the City Facilities described in Section 9. The Term of the Settlement Agreement will begin on the Commencement Date and end on the Termination Date.

2. **OWNERSHIP OF BUSH HOTEL.** Title for Unit 1 (commercial) of the Bush Hotel is vested in SCIDPDA Bush Hotel QALICB, LLC, a Washington limited liability company, and title for Unit 2 (housing) of the Bush Hotel is vested in SCIDPDA Bush Residential LLC, a Washington limited liability company. As the managing member of both limited liability companies, SCIDpda represents and warrants to the City it has full power and authority to enter

into this Agreement, convey to the City the portion(s) of the Bush Hotel described in Section 3, and amend the Condominium Declaration pursuant to the terms and conditions of this Settlement Agreement. To the extent the approval or consent of a Mortgagee, as defined in the Condominium Declaration, or other third-party holding a financial interest in the Bush Hotel is required for amendments to the Condominium Declaration to take effect, SCIDpda represents that it has informed such entities of the terms of this Agreement and received approval to make all amendments and take all action set out in this Agreement.

3. CITY FACILITIES. The following spaces shall be constructed within the Bush Hotel building as described below and depicted on Exhibit B for SPR staff and public use: a concierge office, a public comfort station, an outdoor secured storage area, and an indoor storage area (collectively “City Facilities”). After Phase I completion the City Facilities shall be conveyed as two condominium units to the City as provided in Section 9.

Condominium Unit 1

- The concierge office shall be located inside on the ground floor at the southwest corner of the Bush Hotel building and have an exterior window and exterior door opening directly to the outside on the south wall of the building facing Hing Hay Park.
- The comfort station shall be located inside on the ground floor adjoining the concierge office and shall have a public access door opening directly to the outside on the south wall of the building. The concierge office and comfort station combined shall consist of approximately four hundred eighty-one (480) total gross square feet, or approximately four hundred and ten (405) total net square feet. For purposes of this Agreement, gross square footage is based on the BOMA standard to include the whole exterior wall and one-half (1/2) of the interior demising wall.

Condominium Unit 2

- The interior storage space shall be located inside on the ground floor of the Bush Hotel building, within the vacated alley and shall consist of approximately one hundred and twenty-six (126) total gross square feet or approximately one hundred eleven (111) total net square feet (“Interior Storage Space”). Interior Storage Space is depicted in Exhibit B.
- The exterior storage area shall be a rectangular area within the fenced southern portion of the vacated alley courtyard, from the ground level up, located within and along the western property line from the gated entry into Hing Hay Park on the south, and east to the wall of interior park storage space east of the gate including the exterior staircases on the western side of the Bush Hotel building within the vacated alley (“Courtyard Storage Space”). The Courtyard Storage Space shall comprise approximately 767 square feet, plus or minus. An emergency egress path from the Bush Hotel offices and upstairs residential units, through the Courtyard Storage Space, no less than 44” wide will be maintained and kept clear of obstacles. The City shall have the right to remove the non-functioning staircase currently in the courtyard, at the City’s discretion. The Courtyard Storage Space is depicted in Exhibit B.

The City Facilities' design, features, standards and components are described below and may also be set forth in greater detail in a future consultant agreement developed by the City and/or the conveyance agreement referenced in Section 9.

4. **DESIGN PHASE.** The City and SCIDpda shall mutually select a professional consultant ("Consultant") to complete the design services. The City shall contract with the Consultant for design services, bidding and construction administration based on a consultant agreement to be developed by the City. Under direction from the City and guidance from SCIDpda, the Consultant shall design the City Facilities described in Section 3 of this Agreement and implement City-approved schematic plans, which said plan may be modified or changed by the Consultant as directed by the City, in compliance with current applicable building codes and ADA accessibility. Consultant shall include in the design team the necessary sub-consultants representing all disciplines required to fulfill the scope of the consultant agreement. SCIDpda shall support the consultant and secure any approvals necessary for the design and construction work proposed, including but not limited to obtaining approvals pertaining to the Bush Hotel's historical landmark status, if any. The City and SCIDpda shall review the design progress at phases of 30%, 60%, and 90% and accept at City's sole discretion the final design documents before soliciting bids for construction.

5. **BID PHASE.** The City shall bid the project through the typical contractor selection process for the City in compliance with law.

6. **CONSTRUCTION MANAGEMENT.** The City's contract with its contractor(s) shall be developed by the City and require the contractor(s) to construct the City Facilities in conformance with the City's design and construction standards, specifications and other requirements provided by the City. SCIDpda agrees to grant contractor(s) access to those areas of the Bush Hotel building necessary to construct and complete the City Facilities as provided in this Agreement. Construction shall be managed by either the City or SCIDpda in the respective phases as provided below; however, both parties shall attend and in partnership participate in regularly scheduled construction meetings with the contractor(s). All construction work performed by the contractor(s) shall be (i) in accordance with all applicable professional principles and practices generally accepted as standards of industry in the State, (ii) in a good and workmanlike manner, free from defects, omissions, and/or mistakes, and (iii) completed such that City Facilities can be used for the intended purpose. The City retains the right in both phases of construction to have the final decision on reviews, approvals, or rejections of proposed value engineering, alternative designs or constructions, or change orders.

A. Construction Phases. Construction of the City Facilities shall be undertaken in two phases, as follows:

- i. Phase I. Phase I shall be managed by SCIDpda as the lead and performed by the contractor(s). The City will take part in all Phase I construction work performed by contractor(s) to ensure work conforms to City expectations, including but not limited to participation in all meetings, review and approval of budgets and plans, and oversight of work managed by SCIDpda.

Contractor's work in Phase I shall consist of construction of the core and/or shell of the City Facilities to include at a minimum:

- a) Complete a survey of the future City Facilities spaces of the areas depicted in Exhibit B, the "City Facilities" that meets the standard for condominium units per RCW 64.34.232.
 - b) Complete separately connected and metered utility connections including but not limited to plumbing, power, gas, data, fire sprinklers per design;
 - c) Disconnection of non-shared utilities including plumbing, power, gas, data, fire sprinklers and removal of miscellaneous conduit and duct lines per design;
 - d) Contract a qualified professional to assess the City Facilities for hazardous materials. A licensed contractor shall abate any identified materials that exceed permissible levels, in compliance with applicable laws, before start of demolition work.
 - e) Rough finish of concrete floor slab with required power conduits, floor and plumbing drain connections to the main per design, with floor elevation and slopes compliant with ADA per design, ready to receive design flooring materials;
 - f) Fire rated construction of tenant's demising walls per design, to extend from floor slab to structure above sealed with a fire rated sealant; sound insulation in tenant's demising walls, per design, to STC 45 or higher; wall stud spacing of 16" max; in-wall solid blocking where required for all wall mounted fixtures; in-wall plumbing lines with supply lines and drains at required locations; separate meter for in-wall electrical and data conduit lines with electrical boxes for junction boxes, outlets, switches; gypsum wall board, Type X, or moisture resistant (green board), 5/8" thick, unless otherwise noted in design, with smooth surface, mud and taped joints, ready to receive final texture and paint;
 - g) Rough connections at ceiling, or structure above for internal plumbing, HVAC ducting, electrical and data connections and outlets.
 - h) Secure Landmarks approval as applicable for exterior modifications per design and modify exterior to include lighting, door and window assemblies with hardware, finish and paint to match existing;
- ii. Phase II. Phase II shall be managed by the City as the lead and performed by the contractor(s) and shall consist of finishing out the construction of the City Facilities, per design and in accordance with the City's sole approval. SCIDpda shall take part in all Phase II construction work performed by contractor(s) as requested by the City, and shall be kept informed by the City of all construction progress. Phase II shall consist of construction of the interiors of the City Facilities to include at a minimum:
- a) Contractor to accept Phase I construction (applicable if new contractor(s) will perform Phase II work).

- b) Install interior finishes, fixtures, built-in millwork, lighting, controls, etc.; connect and test electrical, data, fire and HVAC systems and balance as necessary.
- c) Enclose storage space beneath the exterior stair case with chain link fence with integral slats supported on metal posts anchored with epoxy to floor slab and stair case.
- d) Coordinate access and security features with City's Parks and Recreation Department, Access Control Office.

B. Construction Budget and Timing. The parties anticipate that the same contractor will perform both Phase I and Phase II work. It is estimated that Phase I will cost approximately \$80,000 and Phase II will cost approximately \$75,000. The parties shall collaborate to ensure that construction of the project, including design approvals, are completed in a timely and efficient manner.

7. **FUNDING; COST CONTROLS**. Payment of up to \$300,000 for costs associated with design, bidding, and construction of the City Facilities shall come from SPR's Building Component Renovations BCL as provided by a Budget Proviso dated 2015. The following cost control measures will be implemented to ensure that each Phase of the Project can be completed within the overall Project budget:

- SCIDpda shall fund its own project management, time and expenses, separate from the \$300,000 Project budget.
- Total Phase I project costs shall not exceed \$130,000, unless the parties agree in writing to a different limit.

8. **ACCOUNTING; INSPECTION; AUDITS**. SCIDpda shall maintain books, records, documents and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by SPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract. The Parties understand and agree that public entities are subject to various laws including, but not limited to, Washington public records disclosure laws, and that members of the public as well as representatives of governmental agencies have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or other records of each Party relating to this Agreement. SCIDpda shall retain for a period of not less than seven (7) years after their creation date, all pertinent cost, accounting, and financial records. SCIDpda hereby grants the City the right to conduct at any reasonable time an audit and re-audit of the books, records and business conducted related to this Agreement and observe the operation of the related business so that the accuracy of the above records and any of the invoices for services provided can be confirmed.

9. **CONVEYANCE OF CONDOMINIUM UNITS**. A conveyance agreement, the terms of which shall be mutually agreed upon by both parties unless specific terms are already determined in this Agreement, shall convey lien-free by Special Warranty Deed form along with any warranties and guarantees acceptable to the City, the City Facilities in commercial

condominium fee ownership as two condominium units, as described in Section 3, to the City once Phase I development of the City Facilities is completed to the City's satisfaction. All transaction costs associated with the conveyance of the condominium units to the City will be borne by SCIDpda. In particular, SCIDpda shall at its sole cost prepare the documents necessary to effectuate conveyance, including but not limited to the preparation of any maps, surveys, or legal descriptions as well as making any necessary changes to the Bush Hotel Condominium Declaration, as amended, to create two additional condominium units and to implement changes to the Condominium Declaration required by the City in its sole discretion pertaining to the City's condominium ownership interests, membership rights or obligations in the owners association. SCIDpda shall be responsible for payment of any closing costs.

After conveyance, the City shall not be required to pay any form of association dues, common area maintenance fees, or assessments on the City Facilities condominium units whether general, special, or otherwise. Nor shall the City be required to pay any portion of costs associated with claims, damages or judgments relating to the Bush Hotel or asserted against owners of any condominium unit Bush Hotel except to the extent such claims, damages or judgment directly concern or arise out of the City's control of the City Facilities condominium units conveyed to it pursuant to this Section. The City shall not therefore be jointly and severally liable to other condominium owners for claims arising out of or relating to common areas, as defined in the Condominium Declaration, or to units owned by any party other than the City. To the extent the provisions of the Condominium Declaration are inconsistent with this section, this Section shall control and the Condominium Declaration will be amended to be consistent with this Agreement. Full valuable consideration for these conveyances is provided in the promises and benefits set forth in this Agreement; the conveyance agreement shall not require any further compensation, cash or otherwise, by the City to SCIDpda.

10. VOTING RIGHTS.

- A. **Association**. In amending the Condominium Declaration consistent with this Agreement, SCIDpda shall ensure that the qualifications for membership in the Association set out in Section 13.3 are not amended and will ensure that the City is an Owner entitled to membership in that Association, with an allocated Voting Interest consistent with the formula set forth in Article 6 and Schedule B of the Condominium Declaration.
- B. **Board**. In amending the Condominium Declaration consistent with this Agreement, SCIDpda shall ensure that the City receives the right to appoint one Director to the Board, increasing the total number of Board members from three to four. To grant this right to the City, Section 15.1 of the Condominium Declaration shall be amended to add the sentence "The Owner of the City Units shall have the right to appoint one Director." This new sentence shall be added after the sentence, "The Owner of the Housing Unit shall have the right to appoint two Directors." "City Units" shall be defined in the Condominium Declaration to have the same meaning set out in this Agreement.

- C. **Amendments.** In amending the Condominium Declaration consistent with this agreement, (i) SCIDpda shall ensure that Section 24.2.1 is amended to delete “or agreement” between the words “vote” and “of Unit Owners”; and (ii) SCIDpda shall ensure that Section 24.2.2 is amended to replace the current text with the following:

24.2.2 An amendment that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, any Allocated Interest of a Unit, or the uses to which any Unit is restricted, shall require (1) the agreement of the Owner of each Unit particularly affected and the Eligible Mortgagee(s) of such Unit; (ii) the agreement of the Declarant, if the Declarant owns a Unit or has the right to exercise any Special Declarant Right; and (iii) the vote of the Owners other than the Declarant to which at least 90% of the Voting Interest in the Association are allocated.

- D. **Definitions.** For purposes of this section, all terms not defined in this Agreement shall have the same definition set out in the Declaration of Condominium.

11. **COMFORT STATION OPERATION AND MAINTENANCE.** The City shall, at its sole direction and cost, operate and maintain the interior of the comfort station. The City shall provide all necessary housekeeping and janitorial services to maintain the interior of the City Facilities to a level consistent with other similar SPR-managed facilities and operations and to the SPR Superintendent's reasonable satisfaction. The City shall be responsible for proper storage and removal of trash, litter pickup, and recycling within the comfort station consistent with City standards.

12. **RECORDED AGREEMENTS; PERMIT ISSUANCE.** Upon satisfactory Phase I construction of the City Facilities and conveyance to the City of the condominium units, the City and SCIDpda shall jointly terminate and relinquish their respective rights under the recorded Supplemental Easement Agreement, Rec. No. 8202010397. The City shall grant SCIDpda written permission to substantially decrease the community and cultural center square footage required under the Restrictive Covenant, Rec. No. 8201270574 to an amount in the sole discretion of the City. After SCIDpda conveys the City Facilities to the City as condominium units and the agreed upon actions pertaining to the Recorded Agreements are completed, the City shall issue SCIDpda a Continuing Revocable Use Permit (“Permit”), granting SCIDpda permission to continue to operate and use the existing building expansion space generally containing the sun room that overhangs the Park and its structural support columns, along with the plaza-level stairs, as these improvements currently exist. The initial Permit term shall be thirty (30) years, with subsequent ten (10) year term extensions subject to the City’s sole approval. The Permit governs SCIDpda’s use of the Park property and sets forth requirements regarding insurance, liability, indemnity and other applicable limitations and conditions. The general form of Permit is attached as Exhibit C. The Superintendent of SPR has agreed to waive the Permit fees so long as SCIDpda complies with the terms and conditions of the Permit. The undertakings set out in this Section 12 shall be included in the conveyance agreement described in Section 9 and, along with the funding and construction management described in Sections 4 through 7, constitute consideration from the City to SCIDpda in exchange for the conveyance of the City Facilities.

13. **COMMUNITY ENGAGEMENT.** The City will enter into a community engagement process that complies with City public engagement principles and policies to seek community input regarding proposed operation of the comfort station.

14. **REQUIRED APPROVALS.** This Agreement is conditioned on approval by the Seattle City Council and the SCIDpda Board of Directors.

15. **INSURANCE.** In addition to the insurance requirements set out in Article 20 of the Condominium Declaration, SCIDpda and the City shall each provide and maintain at its own expense throughout the term of this Agreement liability insurance covering its respective operations in its respective Units. SCIDpda's insurance shall be provided by insurers satisfactory to City's Risk Manager, and shall name the City as an additional insured. The City shall not be required to provide or pay for either the liability insurance required by this Section or the insurance set out in Article 20 of the Condominium Declaration, except that the City will be responsible for providing self-insurance or other financial risk control measures it deems appropriate for the City Facilities condominium units after they are conveyed to the City pursuant to Section 9 of this agreement.

16. **INDEMNITIES.** Each party's duty to indemnify the other as set out in this Agreement shall to the extent permitted by law protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from (i) the performance of work for which such party is responsible pursuant to this Agreement, and (ii) such party's intentional or grossly negligent acts or omissions or that of its officers, officials, employees, contractors, or agents.

To the extent permitted by law, SCIDpda will protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from acts or omissions occurring in or relating to the units owned or controlled by SCIDpda, directly or indirectly, or the common areas of the Bush Hotel, as defined in the Condominium Declaration.

To the extent permitted by law, the City will protect, defend, indemnify, and save harmless SCIDpda, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from acts or omissions occurring in or relating to the City Facilities condominium units in the Bush Hotel after they are conveyed to the City pursuant to Section 9 of this Agreement.

No party will be required to indemnify, defend, or save harmless another party or parties if the claim, suit, or action for injuries, death, or damages are caused by the sole negligence or grossly negligent acts or omissions of the other party. Where such claims, suits, or actions for injuries, death, or damages results from concurrent negligence of the parties, the indemnity obligation shall be valid and enforceable only to the extent of each party's own grossly negligent

acts or omissions or those of its officers, officials, employees, contractors, or agents while acting within the scope of their employment or capacity as such. Each party's duty to indemnify the other shall survive the expiration or termination of this Agreement. To the extent the terms of the Condominium Declaration are inconsistent with this Agreement, this Agreement shall control.

Each party agrees that its defense, indemnification and save harmless obligations under this section extend to any claim, suit or action for injuries, death, or damages brought by or on behalf of any of its employees. For this purpose, each party by mutual negotiation hereby waives with respect to the other party only any immunity that would otherwise be available to a party under the Industrial Insurance Provision of Title 51 RCW. **THE PARTIES ACKNOWLEDGE THAT THIS SECTION 16 AND THE INDEMNIFICATION PROVISIONS CONTAINED WITHIN WERE MUTUALLY NEGOTIATED.**

17. **DEFAULT; DISPUTE RESOLUTION.** The City and SCIDpda shall work in good faith to settle any defaults or disputes arising under, or in connection with, this Agreement. The complaining party shall provide the other party with written notice of the complaint and provide that party a reasonable opportunity to cure the problem. Should the parties be unable to resolve such matters between themselves, then the parties shall be entitled to seek damages, specific performance, or any other remedy available at law or in equity.

18. **GENERAL PROVISIONS.**

- A. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, and venue of any legal action brought to enforce or interpret this Agreement shall lie exclusively in King County Superior Court. The parties waive the right to file suit elsewhere.
- B. Anti-discrimination. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- C. Other Applicable Laws. The parties shall comply with all applicable Federal, State, County and local laws and ordinances. This Agreement does not in any way relieve parties from complying with any other applicable laws in performing the work subject to this Agreement.
- D. Notices. All notices required under this Agreement shall be deemed sufficient if sent in writing by US Mail or by electronic mail. All notices shall be delivered to

the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or 3 business days after placed into the US Mail:

To the City:

The City of Seattle
Superintendent of Parks and Recreation
100 Dexter Avenue N.
Seattle, WA 98109

To SCIDpda:

SCIDpda
Executive Director
409 Maynard Ave. S. #P2
Seattle, WA 98104

- E. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one document. To facilitate execution, this Agreement may be executed and transmitted electronically by facsimile or .pdf format to the other party and that executed electronically transmitted counterpart shall be binding and enforceable as an original.
- F. Amendment. This Agreement shall not be modified, amended, or terminated except by written instrument signed by the undersigned.
- G. Severability. If any provision of this Agreement, or the application of such provision to any party or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such party or circumstance other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.
- H. Waiver. Failure of either party to complain of any action, non-action or default of the other party shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action or default. Waiver by SCIDpda or City of any right or any default hereunder shall not constitute a waiver of any subsequent default of the same obligation or for any other default, past, present or future.
- I. Parties in interest. Nothing in this Agreement shall confer any rights or remedies under or because of this Agreement on any party other than SCIDpda and the City, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third party to any party to this Agreement nor shall any provision

give any third party any right of subrogation or action over or against any party to this Agreement.

J. Construction. This Agreement has been negotiated by the parties and their respective legal counsel and will be fairly interpreted in accordance with its terms and without strict construction in favor of or against any party.

K. Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.

L. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

M. Exhibits

The Exhibits referenced and attached to this Agreement are hereby incorporated as terms and conditions to this Agreement and limited access license set forth herein.

- Exhibit A – Legal Description and Maps of Bush Hotel and Hing Hay Park
- Exhibit B – City Facilities
- Exhibit C – Form of Continuing Revocable Use Permit

The Parties sign this Agreement as of the date stated above.

SCIDpda

By _____
Printed Name: _____
Title: _____

CITY OF SEATTLE

By _____
Printed Name: _____
Title: _____

STATE OF WASHINGTON
COUNTY OF _____

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____ of
_____ to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(SEAL)

Notary Public
Residing at _____
My appointment expires _____

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____ of
_____ to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(SEAL)

Notary Public
Residing at _____
My appointment expires _____

Exhibit A – Bush Hotel and Hing Hay Park

Bush Hotel

Lots 7 and 8, Block 41, Town of Seattle, as laid out by D.S. Maynard's Plat of Seattle, according to plat recorded in Volume 1 of Plats, page 23, Records of King County, situate in Seattle, King County, Washington

Hing Hay Park

Lots 5 and 6, Block 41, Town of Seattle, as laid out by D.S. Maynard's Plat of Seattle as per plat recorded in Volume 1 of Plats, page 23, records of King County, situate in the City of Seattle, County of King, State of Washington



Exhibit B – City Facilities

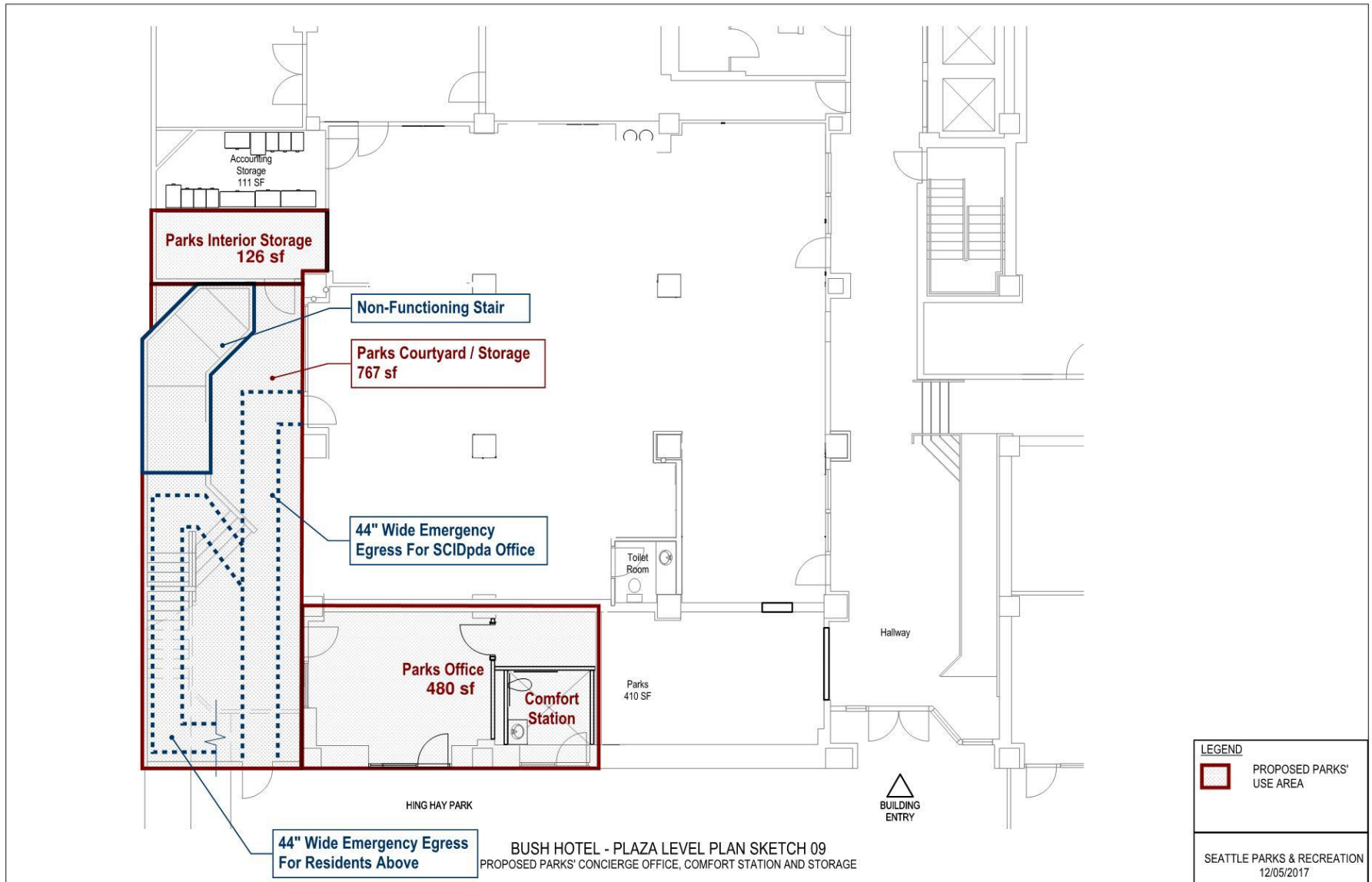


Exhibit C – Form of Continuing Revocable Use Permit

*****Insert RUP****

Resolution 18-05-15-_____

**RESOLUTION OF SEATTLE CHINATOWN INTERNATIONAL DISTRICT
PRESERVATION AND DEVELOPMENT AUTHORITY**

We, the Governing Body of the Seattle Chinatown International District Preservation and Development Authority (SCIDpda), authorize staff to move forward in selling development rights ("TDR"s) from SCIDpda properties IDVS1 and Bush Hotel.

Board has been told that:

- The general amount of TDR's available to grant to a purchaser is as follows:
IDVS 1 – 50,000 sq. ft.
Bush Hotel – 60,000 sq. ft.
- The intended purchaser has verbally offered \$30/ sq ft for the TDRs.
- The proceeds from the TDR sale will stay with IDVS 1 and Bush Hotel

Staff will inform Board of any changes to price or substantial change in square footage being transacted.

Board President

Date

Board Secretary

Date