



BOARD MEETING AGENDA

Tuesday, April 16, 2019

5:30 – 7:30 p.m.

SCIDpda Main Offices

409 Maynard Ave. S. #P2

Seattle, WA 98104

5:30	Action	1. Call to Order – Jared Jonson
	Action/ Approval	2. Consent Agenda <ul style="list-style-type: none"> • Approve March 2019 Meeting Minutes • Approve March 2019 Expenditure Report • Accept April Concurrence Requests • Accept April Management Report 3. Resolution – Finance Meeting Schedule Correction 4. Resolution – HDC Charity Drive Participation
5:45	Discussion	5. Staff Briefing <ul style="list-style-type: none"> • Fundraising / Communications – Joseph Guanlao • Real Estate Development – Mike Omura <ul style="list-style-type: none"> • SHA Yesler Terrace • North Lot
6:10	Discussion/ Action	6. Board Business <ul style="list-style-type: none"> • Executive Committee – Jared Jonson <ul style="list-style-type: none"> • Bonanza Transaction <ul style="list-style-type: none"> o Resolution – 21% Partner Interest • 2019 Board Workplan – Jared Jonson • Finance Committee – Wayne Lau <ul style="list-style-type: none"> • 2019 Incentive Plan <ul style="list-style-type: none"> o Resolution – 2019 Incentive Plan • 2019 Amended Budget <ul style="list-style-type: none"> o Resolution – 2019 Amended Budget • RED Committee – Jared Jonson • Board Resignations – Jared Jonson • Other business
7:30	Action	7. Adjourn – Jared Jonson

****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.

Resolution 19-04-16-01

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 March 2019 Meeting Minutes
- Approve March 2019 Expenditure Report
- Accept April 2019 Management Report

Board President

Date

Board Secretary

Date

SCIDpda Board Meeting Minutes

March 19, 2019

SCIDpda Main Offices - 409 Maynard Ave. S., #P2; Seattle, WA 98104

Board Present:

<input checked="" type="checkbox"/> Jared Jonson	<input checked="" type="checkbox"/> Aileen Balahadia (call-in)	<input checked="" type="checkbox"/> Miye Moriguchi
<input checked="" type="checkbox"/> Casey Huang	<input checked="" type="checkbox"/> David Della	<input type="checkbox"/> Nelson Yong
<input checked="" type="checkbox"/> Mindy Au	<input type="checkbox"/> Jennifer Reyes	<input checked="" type="checkbox"/> Phillip Sit
<input checked="" type="checkbox"/> Michael Itti	<input checked="" type="checkbox"/> Jerilyn Young	<input type="checkbox"/> Scott Yasui
<input checked="" type="checkbox"/> Wayne Lau	<input checked="" type="checkbox"/> Lanzi Li	<input type="checkbox"/> Kevin Huynh

Staff Present: Maiko Winkler-Chin, Michael Omura, Vern Wood, Jamie Lee, Jody, Josh Park, Joseph Guanlao

Guests Present: Leda Chahim, Ron Endlich, Kathleen Johnson

1. Call to Order

Jared Jonson, Board President, called the meeting to order at 5:05PM, quorum was met (11 members)

2. Presentation and Discussion on Sound Transit 3

Leda Chahim, Sound Transit Government & Community Relations Manager, and Ron Endlich, Sound Transit, Project Director, gave a presentation on the West Seattle and Ballard Light Rail Extension project with a focus on the Chinatown ID.

3. Board Action & Approval

A Resolution 19-03-19-01, CONSENT AGENDA:

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

- Approve February 2019 Meeting Minutes
- Approve February 2019 Expenditure Report
- Accept March 2019 Concurrence Requests
- Accept March 2019 Management Report

Moved: David Della

Seconded: Casey Huang

Board approved unanimously

4. Staff Briefing

A Maiko sought direction for staff on the following

- i. Sound Transit next steps
- ii. Events; work assignments & committee meetings
Maiko highlighted several events that board may want to attend

- iii. The board agreed that the following board committees will review work in advance of the April board meeting
 - Bonanza
 - JDOA for SHA Yesler
 - North Lot Lease

B Vern briefed the board on the following issues requiring board action:

i. Resolution 19-03-19-02 - Affirming Senior Services Transition

WHEREAS, International Community Health Services (“ICHS”) and Seattle Chinatown International District Preservation and Development Authority (“SCIDpda”) have been negotiating the transfer by SCIDpda of certain senior services operated by SCIDpda to ICHS for more than a year, and

WHEREAS, ICHS and SCIDpda executed that certain Assumption Agreement with an effective date of January 26, 2018, and have amended the Assumption Agreement three times (collectively the “Assumption Agreement”), and

WHEREAS, the Assumption Agreement describes the process by which SCIDpda is to transfer certain senior services operated by SCIDpda to ICHS (defined as the “Transaction” in the Assumption Agreement), and

WHEREAS, the contingencies described in the Assumption Agreement that need to be satisfied or waived before the Transaction closed were either satisfied or waived, it was,

RESOLVED, that all actions taken by Maiko Winkler-Chin, as SCIDpda Executive Director, and by her delegates relative to the negotiation and execution of the Assumption Agreement on behalf of SCIDpda are hereby approved and ratified; and

RESOLVED, the forms of (i) the proposed Bill of Sale (Exhibit B to the Assumption Agreement), (ii) the Legacy House Lease (Exhibit D to the Assumption Agreement), (iii) the Bush Hotel Lease (Exhibit E to the Assumption Agreement, and (iv) the General Release (Exhibit H to the Assumption Agreement), are hereby affirmed; and

RESOLVED, that Maiko Winkler-Chin, as SCIDpda Executive Director, is hereby affirmed on behalf of SCIDpda in executing the Bill of Sale, Legacy House Lease, Bush Hotel Lease, General Release and any other document that was contemplated under the Assumption Agreement and necessary to close the Transaction; and

RESOLVED, that Maiko Winkler-Chin, as SCIDpda Executive Director, is hereby affirmed in taking all reasonable action on behalf of SCIDpda required or contemplated under the Bill of Sale, Legacy House Lease, Bush Hotel Lease, General Release or any other document executed by SCIDpda pursuant to the Assumption Agreement.

Moved: David Della

Seconded: Lanzi Li

Board approved unanimously

- ii. Jerilyn presented on the behalf of the Finance Committee, and gave an overview on the details of the resolution to approve the 2018 Incentive Pay Rates.

Resolution 19-03-19-03 – 2018 Incentive Pay Rates

Seattle Chinatown International District Preservation and Development Authority (SCIDpda), a Washington public authority (Authority), currently employs approximately 80 full and part-time individuals, totaling 74 FTE's.

Whereas, the SCIDpda Board (Board) established a strategic plan for the years 2017-2020. The Board desires to reward positive performance of the staff by providing an incentive to all permanent staff for meeting and/or exceeding the specified Authority goals.

Whereas, the Board approved a 2018 Incentive Plan with the following goals:

- Organization Financially Sustainable
 - Payoff Credit Line – ***paid off January 2018, no further borrowing***
 - Refinance Bush Hotel Commercial Loans – ***completed May 2018***
- Buildings Financially Sustainable
 - Commercial Vacancy below 10% - ***commercial vacancy 0% as of December 31, 2018.***
 - Assisted Living Vacancy below budget – ***vacancy 845 days below budget as of December 31, 2018.***
- More Housing Units/Options
 - Senior Services transition to ICHS - ***Targeted transition date 3/1/2019. As of 12/31/18, Senior Services staff received offer letters for employment at ICHS.***
- More Positive Businesses
 - Recruit desirable businesses to vacant spaces – ***5 new leases signed for the PDA as of December 31, 2018. Liberty Tatoo, House of Teulia, 85C Bakery are new leases on Jackson.***
 - Assist businesses in technical assistance around issues such as financials, marketing, regulatory laws, etc. – ***assisted over 50 businesses by June 30, held roughly 5 workshops or one-on-one sessions***
- More Housing Units/Options Stronger Community Relations
 - Support neighborhood wide efforts in public safety – ***Completed the 2018 public safety survey, surveying close to 600 community members of the CID. Continue to sit on and support the CID Public Safety Council.***
 - Support property owners in building improvements – ***assisted at least five property owners on improvements to their buildings as of June 30, 2018***

Additionally, the Board recognizes the following goals outlined in the strategic plan that were accomplished for the year 2018:

2018 Strategic Plan Accomplishments

- More housing units and options
 - Louisa, SHA Site, Senior Services transition, North Lot, Goodwill
- CID properties better serve the community
 - Received funding to focus on underutilized properties
- More positive businesses
 - Positive businesses on Jackson St., including Liberty Tattoo, House of Teuila, 85C Bakery Cafe; assisting on Thai Binh
 - Obtained 2019-2020 funding sources for Retail Recruiter
 - Lowest number of CID vacancies in a decade
- Stronger community connections
 - Public Safety Council formed; annual survey complete
 - Neighborhood safety and beautification improvements planned and moving; lighting study completed
 - Emergency preparedness planning occurring
- PDA buildings financially sustainable
 - Commercial properties close to 100% occupancy rate
 - Commercial Replacement Reserves added
 - Triple Net process improvements implemented
- PDA's organizational sustainability strengthened
 - Maintaining and entering into new key relationships
 - Investment policy approved; cash surpluses identified and invested
 - Salary/wage increases implemented and incentive distributed
 - Real Estate Planning and HR consultant hires
 - Completed Yardi upgrade
 - Revised and approved employee handbook and accounting P&P; rolled out new performance evaluation form and process
- Other Positive Business Results
 - Senior Services vacancy days decline, private pay occupancy and rate increases, and deficiency free audits in all three programs
 - HHC achieved highest memberships
 - Most successful fundraising event ever!

Having met the above listed goals, The SCIDpda Board therefore resolves that the incentive pay is authorized and approved to be distributed to employees who began employment on or before

June 30, 2018, were employed as of December 31, 2018 and remained employed through January 31, 2019. Checks (or direct deposit) will be delivered to employees on April 11, 2019.

The following incentive will be distributed to SCIDpda employees (excluding Senior Services employees) as follows:

- \$500 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 6+ months to 1 year as of 12/31/18.
- \$1,500 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 1+ to 5 years as of 12/31/18.
- \$3,500 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 5+ to 10 years as of 12/31/18.
- \$5,000 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 10+ years as of 12/31/18.

Senior Services Employees: Amounts for Senior Services employees are calculated at ½ of the amount of incentive compensation of the remaining SCIDpda staff. This is due to the fact that the transition of Senior Services to ICHS was anticipated to be in 2018 so no incentive compensation was budgeted for Legacy House staff. Legacy House did not meet their budget goals and ended the year significantly under their budget targets. Additionally, Legacy House employees will receive the payout of their entire PTO accrued balance in March 2019.

- \$250 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 6+ months to 1 year as of 12/31/18.
- \$750 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 1+ to 5 years as of 12/31/18.
- \$1,750 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 5+ to 10 years as of 12/31/18.
- \$2,500 for each permanent staff FTE, or proportional amount for part-time employee, who has worked for the Authority from 10+ years as of 12/31/18.

Moved: Jerilyn Young

Seconded: Mindy Au

Board approved unanimously

i. Resolution 19-03-19-04 - Severance Policy

We, the Board of the Seattle Chinatown International District Preservation and Development Authority, approve the following as the organization Severance Policy:

Purpose

The purpose of this policy is to outline the severance pay benefit of Seattle Chinatown International District preservation and development authority (SCIDpda).

Eligibility

This policy applies to all exempt and nonexempt, full-time and part-time employees. Part-time employees may receive severance pay on a pro-rated basis in accordance with their scheduled hours. A severance payout is not automatic and must be upon the recommendation of the Department Manager and approved by the Executive Director or Deputy Director.

Triggering Events

In the event of an involuntary termination due to a reduction in force/downsizing, change in company direction, job elimination or termination for performance, SCIDpda may provide a severance benefit for the affected employees. This does not apply to terminations for cause, refusal to be reassigned or refusal to be relocated.

Payment Amount

The rate of severance is based on length of service with SCIDpda.

Length of Service

The amount of severance is correlated with the length of service. One week of pay may be paid out for every year of service, not to exceed a total of 2 Months (8 weeks). Severance is calculated on base pay only. SCIDpda may choose to pay out as a salary continuation benefit (continue payments on scheduled paydays) or in a lump sum.

Paid Time Off

Accrued but unused PTO will be paid out to the employee. Vacation will stop accruing as of the effective date of termination.

Insurance Benefits

Health and dental insurance coverage, if applicable, end on the last day of the month in which the employee is employed. Upon termination of coverage, COBRA notification will be forwarded.

Moved: Wayne Lau

Seconded: David Della

Board approved unanimously

C 2019 Fall Fundraiser

Jamie and Jamie discussed the procurement of sponsorship and auction items for the Fall Fundraiser with the board. Joseph stated he will email sponsorship ask materials to the board.

D North Lot Predevelopment Loan – Josh Sellers

Josh explained funding for the North Lot, including the board approved loan from Enterprise and the disbursement schedule.

Resolution 19-03-19_05 - Enterprise Loan for North Lot

We, the Governing Body of the Seattle Chinatown International District Preservation and Development Authority ("SCIDpda"), a Washington State public corporation (the "Organization"), do hereby take the actions below set forth as follows:

WHEREAS, for the purpose of the North Lot project, the Organization has requested that ENTERPRISE COMMUNITY PARTNERS, INC. make a loan to the Organization in an amount not to exceed \$300,000.00 (the "Loan");

WHEREAS, the Organization has determined it to be in the best interest of the Organization to borrow the Loan.

THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized and directed, to execute, attest, seal and deliver any and all loan documents, certificates, instruments and writings necessary to consummate the Loan, and to take all other actions, as may be necessary or appropriate to effect and consummate the Loan and to secure the obligations of the Organization as borrower thereunder;

BE IT FURTHER RESOLVED, that the officers of the Organization be and the same are hereby authorized and directed to take all necessary action to assure performance of the obligations of the Organization as borrower under the Loan; and

AND, BE IT FURTHER RESOLVED, that Maiko Winkler-Chin, Executive Director is hereby authorized and directed to execute and submit all draw requests to obtain funds under the Loan.

Moved: Casey

Seconded: Miye

Board approved unanimously

5. Board Business

- A Finance Committee – Wayne presented two resolutions for consideration that the Finance Committee reviewed and recommends to the board. The board discussed the details of the resolution, and Mindy requested more time to examine the details more. Jared decided to table a vote on the resolution until the April board meeting.

- i. Resolution 19-03-19-06 INCENTIVE COMPENSATION PLAN 2019
Seattle Chinatown International District Preservation and Development Authority (SCIDpda), a Washington public authority (Authority), currently employs approximately 85 full and part-time individuals. 52 of those 85 employees are part of our Senior Services programs which include assisted living, adult day services and community meal programs. These services will be transferred from SCIDpda to International Community Health Services (ICHS) during 2019. Because the transition is expected early in 2019, this Incentive Compensation Plan will not include the Senior Services employees.

The SCIDpda Board (Board) has long recognized and valued the SCIDpda skilled and committed staff. An employee must be a permanent employee who works full or part-time and has worked for SCIDpda over six (6) months in order to be eligible to participate in this Incentive Plan.

The Board established a strategic plan for the years 2017-2020. A goal of the strategic plan is to improve employee benefits. To that end, the Board is authorizing SCIDpda to make a contribution on behalf of each eligible employee to the Authority's 457B plan. The amount contributed per eligible employee will be 4% of the employee's salary/wages. Vesting of the SCIDpda contribution will be determined. The award date will be December 31, 2019 to employees who are employed as of that date. The amount will be funded into the 457B plan by March 31, 2020. The Board acknowledges the current 457B Plan will need to be amended for this additional benefit and authorizes the Deputy Director to work with SCIDpda's 457B provider to amend the Plan. The amended plan will be need to be approved by the Board.

Additionally, the Board desires to reward positive performance of the staff by providing an incentive to permanent staff for meeting and/or exceeding the specified Authority goals outlined in the strategic plan. The Board wishes to provide incentive compensation to all permanent eligible employees as of the award date.

For 2019, award date will be December 31, 2019.

For 2019, The Board wishes to provide incentive compensation if the following goals are met:

More Housing Units/Options

- Senior Services sustainability plan complete and implementation begun

CID Properties Better Serve the Community

- Identify/seek/create funding sources/opportunities for CID properties (our own and for the community)

More positive businesses

- Community Initiatives and Property Management work collaboratively to address goals of Attracting Positive Businesses and Creating Community Connections

Stronger Community Connections

- Begin training residents at SCIDpda-managed properties in emergency preparedness

PDA Buildings Financially Sustainable

- Meet budgets
- NNN reconciliation transferred from Accounting to Property Management. Smooth handoff with accurate and timely billings.

PDA's Organization Sustainability Strengthened

- Develop 3 year budget planning model
- Identify and document Key Performance Indicator metrics and measures for Property Management
- Community Initiatives' staff transitions successfully implemented with minimal negative impact to programming and operations

The amount of award will be allocated based on a percentage of each employee's salary/wages. A maximum of 6% of the employee's salary/wages may be distributed as incentive compensation to each employee. The total amount of incentive award for 2019 will be determined by recommendation of the Deputy Director to the Finance Committee who will review performance against goals and available cash for award payment.

We the Governing body of the SCIDpda, authorize and approve the Incentive Compensation Plan (Plan) for 2019 as outlined above. Further, we authorize the Deputy Director and the Finance Committee of the Board to make recommendations on the amount of award to be granted as of the award date listed in the Plan.

ii. Resolution 19-03-19-07 - Approve Changes to Accounting and Financial Management Policies and Procedures

We, the Seattle Chinatown International District Preservation and Development Authority Board approve the changes to the Accounting and Financial Management Policies and Procedures.

Moved: Wayne Lau

Seconded: Michael Itti

Board approved unanimously.

B Real Estate Development

The board discussed their positions and reactions to neighborhood projects, and the board and the organization's role as a steward of the neighborhood.

C 2019 Board Workplan – Jared Jonson

Jared explained the range and scope of board responsibilities for 2019 would be discussed in April.

6. Adjourn

Jared Jonson adjourned the meeting at 8:00PM.

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

Expenditure Certification Memorandum

DATE: 3/28/2019
TO: Board of Directors
FROM: Vern Wood, Deputy Director
RE: March 2019 Expenditure Certification

I, Vern Wood, do hereby certify that the materials have been furnished, the services rendered or the labor performed herein; 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

Computer Run Checks	General Checking	1395	to	1409	\$	12,515.83
ACH Transfers	General Checking		eft		\$	40,539.21
ACH Transfers	Operating Reserves		eft		\$	12,365.00
				Bush Hotel Commercial	\$	65,420.04
Computer Run Checks	General Checking	1604	to	1609	\$	20,008.40
				Bush Hotel Condo	\$	20,008.40
Computer Run Checks	General Checking	179	to	179	\$	2,715.00
ACH Transfers	General Checking		eft		\$	56,239.29
				Bush Hotel QalicB	\$	58,954.29
Computer Run Checks	General Checking	488	to	501	\$	21,812.89
ACH Transfers	General Checking		eft		\$	18,466.17
ACH Transfers	Replacement Reserves		eft		\$	8,238.64
				Bush Hotel Residential	\$	48,517.70
Computer Run Checks	General Checking	115	to	118	\$	775.54
				CIDpda	\$	775.54
Computer Run Checks	General Checking	3210	to	3229	\$	72,344.17
ACH Transfers	General Checking		eft		\$	22,947.03
				DVA	\$	95,291.20
ACH Transfers	General Checking		eft		\$	40,146.29
				Hinghay	\$	40,146.29
Computer Run Checks	General Checking	225	to	243	\$	84,779.62
ACH Transfers	General Checking		eft		\$	50,000.00
ACH Transfers	Bond Revenue		eft		\$	395,000.00
				IDVS1 Commercial	\$	529,779.62

Computer Run Checks	General Checking	1391	to	1398	\$	28,460.17
				IDVS2 Condo	\$	28,460.17
Computer Run Checks	General Checking	153	to	157	\$	24,236.22
ACH Transfers	General Checking		eft		\$	20,121.93
ACH Transfers	Bond Revenue		eft		\$	50,000.00
				IDVS2 Library & Parking	\$	94,358.15
Computer Run Checks	General Checking	240	to	251	\$	11,300.06
				IDVS2 Commercial	\$	11,300.06
Computer Run Checks	General Checking	697	to	743	\$	30,216.72
ACH Transfers	General Checking		eft		\$	200,000.00
				Legacy House	\$	230,216.72
Computer Run Checks	General Checking	501	to	517	\$	10,090.81
ACH Transfers	General Checking		eft		\$	22,830.65
ACH Transfers	Operating Reserves		eft		\$	7,571.25
				New Central Commercial	\$	40,492.71
Computer Run Checks	General Checking	185	to	187	\$	8,407.18
ACH Transfers	General Checking		eft		\$	55,680.40
				New Central Hotel	\$	64,087.58
ACH Transfers	General Checking		eft		\$	37,985.89
				New Central Master Tenant	\$	37,985.89
Computer Run Checks	General Checking	602	to	619	\$	12,990.61
ACH Transfers	General Checking		eft		\$	23,141.56
				New Central Residential	\$	36,132.17
Computer Run Checks	General Checking	225	to	226	\$	1,400.09
ACH Transfers	General Checking		eft		\$	4,231.86
				Nutrition Services	\$	5,631.95
Computer Run Checks	General Checking	455	to	494	\$	88,920.99
ACH Transfers	General Checking		eft		\$	1,089.18
Payroll	General Checking	03/14/19 and 03/28/19			\$	298,539.63
ACH Transfers	Construction		eft		\$	400,000.00
				SCIDpda	\$	788,549.80
					\$	2,196,108.28

The above vouchers and electronic fund transfers are hereby approved by a majority of all members of the SCIDpda Board and signed by me in open session in authentication of their approval on this _____ day of _____ 2019.

Treasurer

Chair

SCID Check Summary

Property=bhcomm,bhcondo,bhfund,bhmanagr,bhmaster,bhqalcb,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,legaad,legacy,lhfoods,lhhouse,lhmarket,lhopera,lhwelln,littsaig,loumural,ncentcom,ncentres,nchotel,ncmmanagr,ncmaster,nutri,pdacmmy,pdadedv,pdamaint,pdaprop,scid AND mm/yy=03/2019-03/2019
AND All Checks=Yes

Check#	Vendor	Check Date	Total	Check Note
bhcommop - General Checking				
1395	bannymel - The Bank of New York Mellon Trust Co.	3/7/2019	3,000.00	Asset Management Fee
1396	seacitli - Seattle City Light	3/7/2019	198.39	Electricity
1397	cedgro - Cedar Grove Organics Recycling	3/13/2019	124.80	Garbage/Waste Removal
1398	cenlin - CenturyLink	3/13/2019	52.56	Telecom
1399	eltsys - ELTEC Systems, LLC	3/13/2019	325.49	Elevator - Contract
1400	pdamaint - SCIDpda Maintenance Dept	3/13/2019	1,382.25	Maintenance WOs
1401	repser - Republic Services	3/13/2019	1,512.51	Garbage/Waste Removal
1402	seacitli - Seattle City Light	3/13/2019	180.48	Electricity
1403	seacitli - Seattle City Light	3/13/2019	90.07	Electricity
1404	verwir - Verizon Wireless	3/13/2019	10.41	Telecom
1405	wasman - Waste Management of Seattle	3/13/2019	2,882.92	Garbage/Waste Removal
1406	buihar - Builders' Hardware & Supply Co	3/20/2019	38.56	Locks/Keys
1407	hdsupp - HD Supply Facilities Maintenance, LTD	3/20/2019	12.63	Supplies
1408	lowes - Lowe's	3/20/2019	44.76	Janitorial - Supplies & Snow Removal
1409	pdamaint - SCIDpda Maintenance Dept	3/21/2019	2,660.00	Maintenance WOs
ACH	bushqali - SCIDpda Bush Hotel QALICB LLC	3/7/2019	32,250.00	Rent
ACH	bushcond - SCIDPDA Bush Hotel Condo Association	3/13/2019	8,289.21	Condo Billing
Total bhcommop - General Checking			53,055.04	
bhcommor - Operating Reserve				
ACH	bushcomm - SCIDpda Bush Hotel Commercial	3/22/2019	12,365.00	Close Operating Reserves Account and Consolidate at PDA
Total bhcommor - Operating Reserve			12,365.00	
bhcondop - General Checking				
1604	cenlin - CenturyLink	3/7/2019	118.99	Access Control Systems
1605	seacitli - Seattle City Light	3/7/2019	2,784.26	Electricity
1606	pugsou - Puget Sound Energy	3/13/2019	3,855.98	Natural Gas
1607	citseacu - City of Seattle-Combined Utilities	3/20/2019	6,016.59	Garbage/Waste Removal & Water/Sewer
1608	ipfscorp - IPFS Corporation	3/20/2019	3,373.98	Insurance - #11 of 11
1609	tcms - TCMS of Seattle	3/27/2019	3,858.60	HVAC/Boiler Maintenance - Contract
Total bhcondop - General Checking			20,008.40	
bhqalop - General Checking				
179	finnei - Finney Neill & Co. P.S.	3/7/2019	2,715.00	Audit Fees
ACH	bannymel - The Bank of New York Mellon Trust Co.	3/15/2019	11,139.29	Loan Payment - Monthly
ACH	scidpda - SCIDpda	3/21/2019	40,000.00	Quarterly Sweep of Surplus Cash to Pay Down Note Payable
ACH	thecomm - The Commerce Bank of WA	3/31/2019	5,100.00	Loan Payment - Monthly
Total bhqalop - General Checking			58,954.29	
bhresope - General Checking				
488	busimp - Business Impact NW	3/7/2019	1,604.68	Loan Payment - Monthly
489	finnei - Finney Neill & Co. P.S.	3/7/2019	2,715.00	Audit Fees
490	t0003253 - Tan	3/7/2019	214.00	Move Out Refund
491	orcinf - Orca Information Inc	3/13/2019	84.00	Credit Screening Fee
492	pdamaint - SCIDpda Maintenance Dept	3/13/2019	1,856.75	Maintenance WOs
493	scidpda - SCIDpda	3/13/2019	13,934.88	ID Billing
494	verwir - Verizon Wireless	3/13/2019	80.61	Telecom
495	buihar - Builders' Hardware & Supply Co	3/20/2019	94.01	Locks/Keys
496	keybankc - KeyBank	3/20/2019	127.52	Legal - Tenant Related & Training/Education
497	lowes - Lowe's	3/20/2019	32.43	Small Tools/Equipment & Supplies
498	paclam - Pacific Lamp & Supply Company	3/20/2019	227.91	Supplies
499	t0003060 - Li	3/20/2019	500.10	Move Out Refund
500	conchr - Connolly	3/27/2019	183.65	Training/Education
501	yarsys - Yardi Systems, Inc.	3/27/2019	157.35	Training/Education
ACH	bushcond - SCIDPDA Bush Hotel Condo Association	3/13/2019	9,987.82	Condo Billing
ACH	bushot - Bush Hotel Limited Partnership	3/15/2019	3,343.35	Replacement Reserve Deposit - Monthly
ACH	bushot2 - Bush Hotel Limited Partnership	3/15/2019	1,071.00	Operating Reserve Deposit - Monthly
ACH	thecomm - The Commerce Bank of WA	3/31/2019	4,064.00	Loan Payment - Monthly
Total bhresope - General Checking			40,279.06	
bhresrr - Replacement Reserve				
ACH	bushlic - SCIDpda Bush Residential LLC	3/4/2019	8,238.64	Elevator Repairs - approved by OH & HUD
Total bhresrr - Replacement Reserve			8,238.64	

Check#	Vendor	Check Date	Total	Check Note
cidpdao3 - General Checking				
115	scidpda - SCIDpda	3/13/2019	23.87	ID Billing
116	blackb - Blackbaud, Inc	3/20/2019	27.53	Computer Software/Hardware/Licenses
117	hoofam - Amlag & Quibuyen, LLC	3/20/2019	625.00	Direct Fund Raising Expenses
118	keybankc - KeyBank	3/20/2019	99.14	Computer Software/Hardware/Licenses & Direct Fund Raising Expenses
Total cidpdao3 - General Checking			775.54	
cobocap1 - Comm Bond Revenue				
ACH	idvs1co - IDVS 1 Commercial	3/21/2019	50,000.00	Quarterly Sweep of Surplus Cash to Pay Down Due to/from Related Property
Total cobocap1 - Comm Bond Revenue			50,000.00	
condo2op - General Checking				
1391	pdamaint - SCIDpda Maintenance Dept	3/13/2019	1,520.00	Maintenance WOs
1392	pugsou - Puget Sound Energy	3/13/2019	3,329.82	Natural Gas
1393	seacitli - Seattle City Light	3/13/2019	3,036.62	Electricity
1394	citseacu - City of Seattle-Combined Utilities	3/20/2019	13,817.42	Garbage/Waste Removal & Water/Sewer
1395	ipfscorp - IPFS Corporation	3/20/2019	4,383.02	Insurance - #11 of 11
1396	keybankc - KeyBank	3/20/2019	10.00	Licenses
1397	cenlin - CenturyLink	3/27/2019	376.54	Telecom
1398	tcms - TCMS of Seattle	3/27/2019	1,986.75	HVAC/Boiler Maintenance - Contract
Total condo2op - General Checking			28,460.17	
dvaop - General Checking				
3210	idvs2lib - IDVS2 Library/Parking	3/1/2019	17,610.03	Loan Payment - Monthly
3211	t0000131 - Lee	3/7/2019	435.00	Move Out Refund
3212	ctehou - CTED-Housing Services Division	3/13/2019	14,423.00	Note Payment - Quarterly
3213	eltsys - ELTEC Systems, LLC	3/13/2019	639.78	Elevator - Contract
3214	hdsupp - HD Supply Facilities Maintenance, LTD	3/13/2019	118.88	Janitorial - Supplies
3215	idvs2con - IDVS2 Condo Association	3/13/2019	22,216.20	Condo Billing
3216	orcinf - Orca Information Inc	3/13/2019	42.00	Credit Screening Fee
3217	pdamaint - SCIDpda Maintenance Dept	3/13/2019	1,237.00	Maintenance WOs
3218	scidpda - SCIDpda	3/13/2019	13,955.26	ID Billing
3219	verwir - Verizon Wireless	3/13/2019	71.99	Telecom
3220	keybankc - KeyBank	3/20/2019	71.65	Training/Education
3221	lowes - Lowe's	3/20/2019	25.06	Janitorial - Supplies
3222	plamai - Plant Maintenance Equip & Supply	3/20/2019	30.39	Janitorial - Supplies
3223	watsec - Watson Security	3/20/2019	216.68	Locks/Keys
3224	conchr - Connolly	3/27/2019	109.04	Training/Education
3225	pmjans - Phnook	3/27/2019	680.00	UTO - Other Vendors
3226	seacitli - Seattle City Light	3/27/2019	10.84	Electricity
3227	sprague - Sprague	3/27/2019	307.11	Pest Control
3228	wavbro - Wave Broadband	3/27/2019	50.83	Telecom
3229	yarsys - Yardi Systems, Inc.	3/27/2019	93.43	Training/Education
ACH	idvs2lib - IDVS2 Library/Parking	3/27/2019	20,000.00	Quarterly Sweep of Surplus Cash to Pay Down Due to/from Related Property
ACH	idvsfh - IDVS 2 Family Housing LLC	3/15/2019	2,370.37	Replacement Reserve Deposit - Monthly
ACH	idvsfh2 - IDVS 2 Family Housing LLC	3/15/2019	576.66	Operating Reserve Deposit - Monthly
Total dvaop - General Checking			95,291.20	
hingop2 - General Checking				
ACH	paypal - PayPal	3/6/2019	146.29	Bank Fees/Charges
ACH	scidpda - SCIDpda	3/21/2019	40,000.00	Quarterly Sweep of Surplus Cash to Fund Operating Expenses
Total hingop2 - General Checking			40,146.29	
idvs2op4 - General Checking				
240	hatson - Hat Songly - Gardening Services	3/4/2019	2,000.00	Landscaping
241	cenlin - CenturyLink	3/7/2019	216.25	Telecom
242	cenlin - CenturyLink	3/13/2019	55.30	Telecom
243	idvs2con - IDVS2 Condo Association	3/13/2019	3,967.67	Condo Billing
244	pdamaint - SCIDpda Maintenance Dept	3/13/2019	760.00	Maintenance WOs
245	repser - Republic Services	3/13/2019	685.17	Garbage/Waste Removal
246	scidpda - SCIDpda	3/13/2019	856.08	ID Billing
247	verwir - Verizon Wireless	3/13/2019	17.36	Telecom
248	wasman - Waste Management of Seattle	3/13/2019	2,455.70	Garbage/Waste Removal
249	hdsupp - HD Supply Facilities Maintenance, LTD	3/20/2019	16.34	Supplies
250	lowes - Lowe's	3/20/2019	132.56	Janitorial - Supplies, Snow Removal, Small Tools/Equipment & Supplies
251	mtfuji - Mt Fuji Garden & Landscaping Inc.	3/20/2019	137.63	Landscaping
Total idvs2op4 - General Checking			11,300.06	

		Check	Total	
Check#	Vendor	Date	Check	Note
idvsreve - Revenue Account-Trust				
ACH	idvs1co - IDVS 1 Commercial	3/7/2019	120,000.00	Transfer to Fund Operating Expenses
ACH	scidpda - SCIDpda	3/21/2019	275,000.00	Quarterly Sweep of Surplus Cash for Investment
Total idvsreve - Revenue Account-Trust			395,000.00	
legopacc - General Checking				
697	lamcar - Carrie Lam	3/7/2019	55.00	Training/Education
698	neopos - Neopost	3/7/2019	164.04	Postage
699	offdeplh - Office Depot	3/7/2019	162.38	Office Supplies/Equipment
700	offdeplh - Office Depot	3/7/2019	157.46	Office Supplies/Equipment
701	00000456 - Truong	3/13/2019	297.00	Security Deposit - Refund
702	00000460 - Chen	3/13/2019	266.00	Security Deposit - Refund
703	00000461 - Lao	3/13/2019	313.00	Security Deposit - Refund
704	00000465 - Ng	3/13/2019	267.00	Security Deposit - Refund
705	bobjoh - Bob Johnson's Pharmacy	3/13/2019	84.67	Program - Supplies
706	bromeo - Bromeo, LLC	3/13/2019	2,088.00	Program - Temporary Staff
707	chukit - Chu	3/13/2019	237.06	Program - Supplies
708	citpro - City Produce Company	3/13/2019	460.63	Program - Food Cost
709	copinw - Copiers Northwest, Inc	3/13/2019	142.71	Copier Lease/Maintenance
710	dinhea - Ding	3/13/2019	681.39	Payroll Benefits - 2018 Refund & Program - Supplies
711	fooser - Food Services of America	3/13/2019	1,530.34	Program - Supplies & Food Cost
712	infreh - Infinity Rehab	3/13/2019	588.00	Program - Temporary Staff
713	iromou - Iron Mountain	3/13/2019	60.00	Garbage/Waste Removal
714	kinori - King's Oriental Foods, Inc	3/13/2019	512.15	Program - Food Cost & Paper/Disposables
715	nurcal - Onetrac Wireless Messaging Inc.	3/13/2019	151.66	Program - Supplies
716	offdeplh - Office Depot	3/13/2019	77.15	Office Supplies/Equipment
717	pdamaint - SCIDpda Maintenance Dept	3/13/2019	2,759.50	Maintenance WOs
718	petqua - Petschl's Quality Meats Inc	3/13/2019	253.45	Program - Food Cost
719	sprfar - Springbrook Farms	3/13/2019	177.15	Program - Food Cost
720	steric - Stericycle, Inc.	3/13/2019	11.78	Program - Supplies
721	syssea - SYSCO Seattle Inc	3/13/2019	747.83	Program - Supplies & Food Cost
722	verwir - Verizon Wireless	3/13/2019	181.67	Telecom
723	wasman - Waste Management of Seattle	3/13/2019	1,167.78	Garbage/Waste Removal
724	waxsan - Waxie Sanitary Supply	3/13/2019	747.07	Program - Supplies
725	yurun - Yu	3/13/2019	863.85	Payroll Benefits - 2018 Refund
726	00001594 - Chan	3/20/2019	17.11	Refund Overpayment
727	00003121 - Chan	3/20/2019	10.00	Refund Overpayment
728	00003168 - Taing	3/20/2019	10.00	Refund Overpayment
729	00003216 - Li	3/20/2019	12.29	Refund Overpayment
730	00003250 - Wong	3/20/2019	5.00	Refund Overpayment
731	90000652 - Tran	3/20/2019	613.81	Move Out Refund
732	hdsupp - HD Supply Facilities Maintenance, LTD	3/20/2019	185.67	Supplies
733	ipfscorp - IPFS Corporation	3/20/2019	1,449.17	Insurance - #11 of 11
734	keybankc - KeyBank	3/20/2019	1,478.11	Training/Education & Program - Supplies & Food Cost
735	lowes - Lowe's	3/20/2019	50.55	Small Tools/Equipment & Supplies
736	powcle - PowerClean	3/20/2019	715.65	R&M - Other
737	90001993 - DSHS ISSD DATA CONTROL	3/27/2019	369.55	Service Agreement - Adult Day Health - Refund Overpayment
738	coment - Commercial Entry Systems, Inc.	3/27/2019	275.25	Locks/Keys
739	greflo - Great Floors	3/27/2019	420.62	Carpet/Flooring/Window Coverings
740	keinor - Keiro Northwest	3/27/2019	4,832.00	Program - Delivery/Transportation
741	kincou - King County Finance	3/27/2019	2,139.00	Program - Delivery/Transportation
742	rthood - R&T Hood and Duct Services, Inc	3/27/2019	248.22	Fire Systems/Sprinkler - Service Calls
743	kincou - King County Finance	3/27/2019	2,179.00	Program - Delivery/Transportation
ACH	scidpda - SCIDpda	3/21/2019	200,000.00	Transfer for Payroll Expenses
Total legopacc - General Checking			230,216.72	
nccomop2 - General Checking				
501	seacitli - Seattle City Light	3/7/2019	758.27	Electricity
502	eltsys - ELTEC Systems, LLC	3/13/2019	261.72	Elevator - Contract
503	pdamaint - SCIDpda Maintenance Dept	3/13/2019	2,850.50	Maintenance WOs
504	tcms - TCMS of Seattle	3/13/2019	644.75	HVAC/Boiler Maintenance - Contact - 01/2019
505	verwir - Verizon Wireless	3/13/2019	8.10	Telecom
506	wasman - Waste Management of Seattle	3/13/2019	27.50	Garbage/Waste Removal
507	zepstu - Zeppelin Studio	3/13/2019	104.60	Common Area
508	hdsupp - HD Supply Facilities Maintenance, LTD	3/20/2019	12.62	Supplies
509	keybankc - KeyBank	3/20/2019	44.02	Supplies

		Check	Total	
Check#	Vendor	Date	Check	Note
510	lowes - Lowe's	3/20/2019	11.48	Snow Removal
511	plamai - Plant Maintenance Equip & Supply	3/20/2019	777.07	Janitorial - Supplies
512	sou gla - Southeast Glass, Inc	3/20/2019	456.92	Maintenance - Other Vendors
513	t0001735 - Community Alliance for Global Justice	3/20/2019	64.69	Security Deposit - Refund
514	pdamaint - SCIDpda Maintenance Dept	3/21/2019	1,320.00	Maintenance WOs
515	citseacu - City of Seattle-Combined Utilities	3/27/2019	2,078.10	Water/Sewer
516	tcms - TCMS of Seattle	3/27/2019	644.75	HVAC/Boiler Maintenance - Contract - 03/2019
517	watsec - Watson Security	3/27/2019	25.72	Locks/Keys
ACH	newcenmt - New Central Hotel Master Tenant LLC	3/7/2019	1,044.75	Insurance - #11 of 12
ACH	newcenmt - New Central Hotel Master Tenant LLC	3/7/2019	1,046.78	Earthquake Insurance - #3 of 12
ACH	newcenmt - New Central Hotel Master Tenant LLC	3/7/2019	19,870.83	Rent
ACH	scidpda - SCIDpda	3/15/2019	868.29	ID Billing
Total nccomop2 - General Checking			32,921.46	
nccomopr - Operating Reserve				
ACH	scidpda - SCIDpda	3/22/2019	7,571.25	Close Operating Reserves Account and Consolidate at PDA
Total nccomopr - Operating Reserve			7,571.25	
nchotop - General Checking				
185	finnei - Finney Neill & Co. P.S.	3/7/2019	1,975.00	Audit Fees
186	easwes - East-West Investment Co.	3/13/2019	4,726.49	Ground Lease Expense
187	ipfscorp - IPFS Corporation	3/20/2019	1,705.69	Insurance - #11 of 11
ACH	scidpda - SCIDpda	3/21/2019	35,000.00	Quarterly Sweep of Surplus Cash for Investment
ACH	welfar - Wells Fargo	3/11/2019	19,549.92	Loan Payment - Monthly
ACH	newcenth - New Central Hotel LLC	3/15/2019	1,130.48	Replacement Reserve Deposit - Monthly
Total nchotop - General Checking			64,087.58	
ncmaster - General Checking				
ACH	newcenth - New Central Hotel LLC	3/7/2019	1,741.25	Insurance - #11 of 12
ACH	newcenth - New Central Hotel LLC	3/7/2019	1,744.64	Earthquake Insurance - #3 of 12
ACH	newcenth - New Central Hotel LLC	3/7/2019	34,500.00	Rent
Total ncmaster - General Checking			37,985.89	
ncresop - General Checking				
602	cenlin - CenturyLink	3/7/2019	55.11	Telecom
603	finnei - Finney Neill & Co. P.S.	3/7/2019	2,130.00	Audit Fees
604	hdsupp - HD Supply Facilities Maintenance, LTD	3/7/2019	357.60	Janitorial - Supplies & Supplies
605	seaciti - Seattle City Light	3/7/2019	4,532.67	Electricity
606	eltsys - ELTEC Systems, LLC	3/13/2019	261.72	Elevator - Contract
607	orcinf - Orca Information Inc	3/13/2019	42.00	Credit Screening Fee
608	tcms - TCMS of Seattle	3/13/2019	698.47	HVAC/Boiler Maintenance - Contact - 01/2019
609	verwir - Verizon Wireless	3/13/2019	36.30	Telecom
610	keybankc - KeyBank	3/20/2019	36.45	Training/Education
611	paciam - Pacific Lamp & Supply Company	3/20/2019	143.79	Supplies
612	pacsup - Pacific Supply	3/20/2019	190.25	Appliances
613	citseacu - City of Seattle-Combined Utilities	3/27/2019	2,193.24	Garbage/Waste Removal & Water/Sewer
614	conchr - Connolly	3/27/2019	55.48	Training/Education
615	pmjans - Phnook	3/27/2019	555.00	UTO - Other Vendors
616	pugsou - Puget Sound Energy	3/27/2019	712.60	Natural Gas
617	sprague - Sprague	3/27/2019	243.93	Pest Control
618	tcms - TCMS of Seattle	3/27/2019	698.47	HVAC/Boiler Maintenance - Contract - 03/2019
619	yarsys - Yardi Systems, Inc.	3/27/2019	47.53	Training/Education
ACH	newcenmt - New Central Hotel Master Tenant LLC	3/7/2019	696.50	Insurance - #11 of 12
ACH	newcenmt - New Central Hotel Master Tenant LLC	3/7/2019	697.86	Earthquake Insurance - #3 of 12
ACH	newcenmt - New Central Hotel Master Tenant LLC	3/7/2019	16,012.50	Rent
ACH	scidpda - SCIDpda	3/15/2019	5,362.87	ID Billing
ACH	newcentr - SCIDPDA New Central Apartments, Inc	3/15/2019	371.83	Replacement Reserve Deposit - Monthly
Total ncresop - General Checking			36,132.17	
nutriop3 - General Checking				
225	merpar - Merchants Parking Assoc.	3/13/2019	545.00	Program - Delivery/Transportation
226	keybankc - KeyBank	3/20/2019	855.09	Plumbing
ACH	leghou - Legacy House	3/4/2019	2,001.13	Legacy House Meals
ACH	leghou - Legacy House	3/15/2019	2,230.73	Legacy House Meals
Total nutriop3 - General Checking			5,631.95	

		Check	Total	
Check#	Vendor	Date	Check	Note
pdabhcon - Construction				
ACH	scidpda - SCIDpda	3/21/2019	400,000.00	Investment in LGIP
ACH	thecomm - The Commerce Bank of WA	3/29/2018	0.00	Voided
Total pdabhcon - Construction			400,000.00	
pdaopacc - General Checking				
455	hartfo - The Hartford	3/7/2019	0.00	Voided
456	kaifou - of Washington Options Inc	3/7/2019	0.00	Voided
457	meetin - MeetingOne	3/7/2019	80.58	Telecom
458	petcasof - Petty Cash - Office	3/7/2019	220.31	Postage, Office Supplies/Equipment & Licenses
459	visser - Vision Service Plan	3/7/2019	0.00	Voided
460	wasden - Delta Dental of Washington	3/7/2019	0.00	Voided
461	hartfo - The Hartford	3/7/2019	807.14	Payrolls Benefits - Life Insurance
462	kaifou - of Washington Options Inc	3/7/2019	19,872.11	Payroll Benefits - Medical
463	net2ph - Net2Phone Inc.	3/7/2019	649.48	Telecom
464	visser - Vision Service Plan	3/7/2019	304.01	Payroll Benefits - Vision
465	wasden - Delta Dental of Washington	3/7/2019	1,858.00	Payroll Benefits - Dental
466	casnet - Cascade Networks, Inc.	3/13/2019	245.72	Telecom
467	ethbus - Ethnic Business Coalition	3/13/2019	26,250.00	EBC/Program - Subcontracts
468	loccon - Locken Consulting LLC	3/13/2019	1,800.00	Professional Fees & Consulting - HR
469	moklou - Mok	3/13/2019	126.80	Staff Appreciation
470	nejjul - Neilson	3/13/2019	180.27	Payroll Benefits - 2018 Refund
471	omumik - Omura	3/13/2019	843.75	Payroll Benefits - 2018 Refund
472	pdamaint - SCIDpda Maintenance Dept	3/13/2019	1,420.00	Maintenance WOs
473	pitbowgf - Pitney Bowes Global Financial Services	3/13/2019	128.84	Postage
474	pugsoub - Puget Sound Business Journal	3/13/2019	220.00	Community Initiatives/Advertising & Marketing
475	ruichun - Li	3/13/2019	568.74	Payroll Benefits - 2018 Refund
476	searub - Seattle Rubbish Removal	3/13/2019	2,065.30	Garbage/Waste Removal
477	tanlil - Li Ling Tan	3/13/2019	500.00	Community Initiatives/Program - Subcontract
478	verwir - Verizon Wireless	3/13/2019	668.63	Telecom
479	cenlin - CenturyLink	3/20/2019	118.98	Telecom
480	keybankc - KeyBank	3/20/2019	5,622.63	Computer Hardware, Training/Education, Staff Appreciation, Job Listings & Dues
481	searub - Seattle Rubbish Removal	3/20/2019	464.90	Garbage/Waste Removal
482	chiarc - Chihara Architect	3/27/2019	13,311.40	pdadev/Professional Fees & Consulting - JCCCW Breezeway
483	delage - De Lage Landen Financial Services	3/27/2019	784.51	Copier Lease/Maintenance
484	fidcom - Fidelis Communications, Inc	3/27/2019	3,057.48	pdaprop/P8 Move
485	loccon - Locken Consulting LLC	3/27/2019	2,190.00	Professional Fees & Consulting - HR
486	mccjod - McCorkle	3/27/2019	66.96	Staff Appreciation
487	offdep - Office Depot	3/27/2019	134.87	Office Supplies/Equipment
488	ricusa - Ricoh USA, Inc	3/27/2019	370.66	Copier Lease/Maintenance
489	tecave - Techie Avenger Inc	3/27/2019	3,773.53	Computer Maintenance
490	wavbro - Wave Broadband	3/27/2019	165.39	Telecom
494	navben - Navia Benefit Solutions	3/27/2019	50.00	Employee Benefits Payable
ACH	stwab&o - Department of Revenue	3/25/2019	249.18	B&O Taxes
ACH	qqest - Qquest Payroll Services	3/14/2019	94,482.17	Payroll
ACH	pdamaint - SCIDpda Maintenance Dept	3/21/2019	840.00	Maintenance WOs
ACH	qqest - Qquest Payroll Services	3/28/2019	204,057.46	Payroll - including \$134.4K for Senior Services PTO Payout
Total pdaopacc - General Checking			388,549.80	
vs1op - General Checking				
225	hatson - Hat Songly - Gardening Services	3/4/2019	1,700.00	Landscaping
226	cenlin - CenturyLink	3/7/2019	72.98	Telecom
227	ichs - International Community Health Services	3/7/2019	2,500.00	Tenant Retention
228	tcms - TCMS of Seattle	3/7/2019	20,519.88	HVAC/Boiler Maintenance - Contract
229	cenlin - CenturyLink	3/13/2019	55.11	Telecom
230	eltsys - ELTEC Systems, LLC	3/13/2019	433.30	Elevator - Contract
231	pdamaint - SCIDpda Maintenance Dept	3/13/2019	36.00	Maintenance WOs
232	pugsou - Puget Sound Energy	3/13/2019	1,762.11	Natural Gas
233	repser - Republic Services	3/13/2019	1,432.45	Garbage/Waste Removal
234	scidpda - SCIDpda	3/13/2019	11,812.26	ID Billing
235	seacitli - Seattle City Light	3/13/2019	15,720.42	Electricity
236	verwir - Verizon Wireless	3/13/2019	16.20	Telecom
237	wasman - Waste Management of Seattle	3/13/2019	2,418.75	Garbage/Waste Removal
238	citseacu - City of Seattle-Combined Utilities	3/20/2019	10,715.85	Water/Sewer
239	ipfscorp - IPFS Corporation	3/20/2019	3,812.89	Insurance - #11 of 11
240	lowes - Lowe's	3/20/2019	172.02	Snow Removal
241	paclam - Pacific Lamp & Supply Company	3/20/2019	121.64	Supplies
242	pdamaint - SCIDpda Maintenance Dept	3/21/2019	910.00	Maintenance WOs
243	tcms - TCMS of Seattle	3/27/2019	10,567.76	HVAC/Boiler Maintenance - Contact

Real Estate Development

Michael Omura

Please note: Bold items are recent updates/developments for this month's report.

SCIDpda Direct Involvement

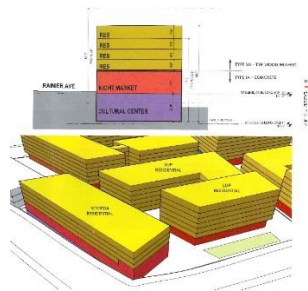
Pacific Medical North Lot

The current design contemplates a building(s) that are comprised of AiPACE (23,000 sq. ft.), 264 affordable family units, 41 senior units and 9,500 sq. ft. of childcare. Currently it is planned that we will develop and own the building and then condominiumize the AiPACE portion of the building. **We are currently updating the design to be more cost effective by reducing parking and eliminating as many PT decks as possible. The Legislature has included in their budget \$9M for the project.****



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. **A letter of intent by LUP was submitted to Goodwill but no further action has taken place****



SHA King County Records Site

We have kicked off design on this project which will consist of 158 family units, a Denise Louie Child Education Center, small commercial space and parking. We have also selected Marpac as the pre-con and general contractor. Construction is slated to start June 2020.**



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

Demolition has begun on the project and construction is anticipated to be complete by 2Q of 2021**



Inland Development – 10th & Jackson

Thai Binh the name of this development is having their open house on April 17 and leasing has begun.



JCCCW Phase 1 Breezeway

The Nikkei Heritage Association of Washington (NHAW) that owns and operates the buildings located between Rainier and 16th on Weller St has engaged the SCIDpda to act as owners representatives and project manager for a small renovation of the connection between the two main buildings. **Permit documents have been submitted and expect to be issued in late April. We will be soliciting contractors in the next couple of weeks.****

Future Projects/Opportunities

SCIDpda Direct Involvement

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. A group led by Peter Nitze has been meeting to identify issues surrounding displacement, permit processing, technical solutions, and funding sources for URMs. We have been participating along with folks from the City.

Other Projects in the Neighborhood

206 5th Avenue S.

An 8 story 62 unit mixed use condo project is being proposed by Edge Developers and was presented at the October SCIDpda Board meeting. **This project was presented to ISRD in March and there was some push back from the CID Coalition which opposed the project because it further erodes affordability and accelerates displacement in the CID.****



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. **The project has gone through a second briefing with ISRD and the overall massing of the project has been well received.****



Interim Site on King

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. **Construction has started and completion is slated for mid-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. No sale of the project/property to date.

Hotel on 8th Ave. S

The developers and architects presented a briefing to the ISRD on September 11th with a proposal that added two stories to the previous proposal and retail spaces along 8th Ave. The ISRD took no action but recommended the applicant obtain written direction from SDOT for their preference for vehicular access off Lane Street.

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. **Construction has started and it is anticipated that it will complete by late 2020. A ground breaking was held last month and there was a protest by some groups from the CID.****

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 was presented to ISRD at the 7/24 meeting and in general was well received. There were concerns raised by some members of the public about saving a culturally significant landmark and of the affordability goals of the project.

5th & Jackson

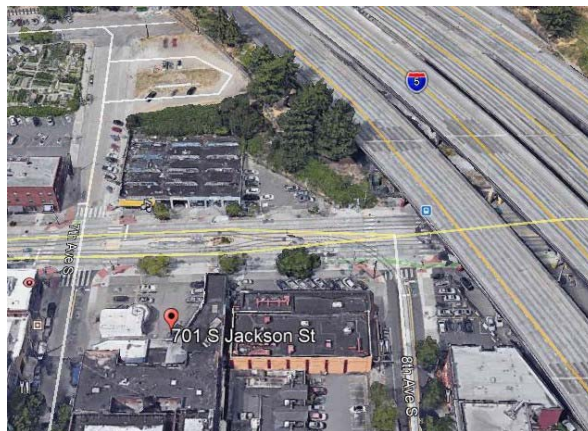
Tomio Moriguchi and his design team presented the to the ISRD a briefing of the potential development of the existing parking lot at the corner of 5th & Jackson, a 24 story, 200 unit apartment with a 150 unit hotel and below grade parking. At the ISRD briefing on 5/8 there were many concerns raised about the street frontage of the project as well as the internal courtyard and the retail space that is below grade.

LIHI Project on Jackson

Construction is underway for 69 unit 6 story mixed use building.

701 Jackson and 409 8th Ave. S.

We have been informed that both of these parcels between 7th & 8th on Jackson is on the market as a consolidated property for \$15M**



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 a new Hing Hay Coworks Program Coordinator (Miran Kim) and a new Program Liaison (Sheena Wu). I hope you all stop by HHC to introduce yourselves to them. The transition seems to be going pretty well and we are excited to have our new team on board. We are currently at 42 members at HHC (budgeted 37) and our revenue is exceeding the budget.

Public Space

SCIDpda and the Friends of Little Saigon (FLS) are supporting the outreach and engagement for the **Little Saigon Park**. The committee has one final committee meeting and public meeting before finalizing the design for the park.

The **Maynard Alley** committee has hired ZeroPlus Designs for conceptual designs in Maynard Alley. ZeroPlus is a local firm in Little Saigon – they are meeting with a variety of stakeholders to gather information for the alley.

I made a comment to Maiko about how the **lighting study** was one of our most exciting (to me) projects that we have going on this year and she wanted to make sure I highlight it. As you may recall, we did a neighborhood lighting assessment last year that came out with recommendations on improving lighting in the neighborhood. This included improvements to Kobe Terrace Park, expanding the red pedestrian lights on the sidewalk, trimming street trees that are blocking lights, and working with neighborhood businesses on keeping their lights on further into the evening. Our plan is to move forward with all of these projects this year.

The **Jackson Hub** report is final! It's quite long – until we get it online, feel free to stop by Hing Hay Coworks if you would like to read it.

Preservation/Planning

We have hired a consultant for our **Integrated Planning Grant with the State Department of Ecology** to do property specific environmental assessments and remediation planning for on property in the neighborhood for the purpose of doing affordable housing and commercial space development.

Our CDIF Collaborative through **JP Morgan Chase's ProNeighborhoods Program** to explore financing options for rehabilitation of URM buildings in the neighborhood is underway. Staff are continuing their work with CDFI's to explore options – we recently took the collaborative on a walking tour of various buildings in the neighborhood.

Business Development

We recently hosted **legal workshops** for small businesses in the neighborhood. Businesses signed up for slots and were able to get one on one legal advice for a number of things.

We are also finalizing our **Only in Seattle** business district award for 2019 – this supports staffing for our business development consultant, work on economic development projects, and supports work that the CIDBIA is working on.

SPRING CLEAN!!!!

Spring Clean is on April 27 this year – please hold the date! If you want to volunteer, please go here: <http://bit.ly/springclean19>

We still are in need of volunteers for the morning of – if you want to join, please shoot me (Jamie) and email – jamiel@scidpda.org

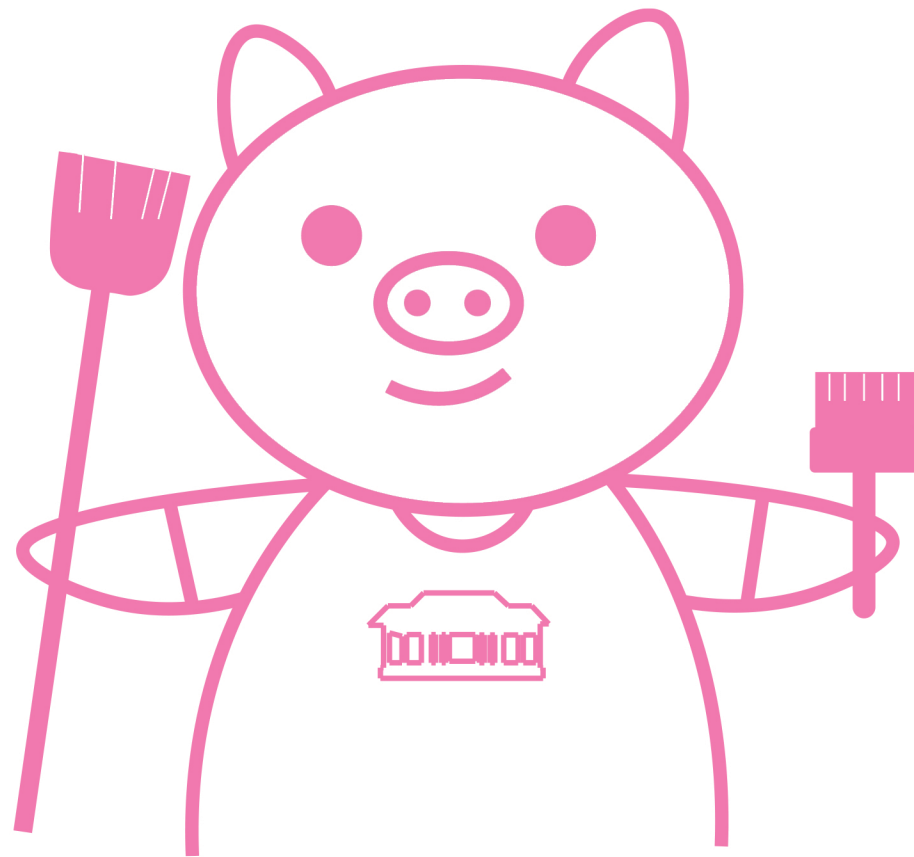
Executive Director

Maiko Winkler-Chin

Maiko was in the Philippines. She will give her updates at the board meeting.

21st

Annual Chinatown International District Spring Clean



Saturday . April 27th, 2019 . 9am - Noon

Help out . lend a hand . Be involved

Volunteer as a group or as an individual!

Morning stretch, breakfast & lunch, and free t-shirt provided.*

Online registration closes on April 17th, 2019.**

<http://bit.ly/springclean19>

*Register before April 8th to reserve your t-shirt size.

**Registration available day of event.

Email monica@cidbia.org for more information or to submit a project
(project submittal deadline - April 12th)

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Mar Budget	Mar Var	2019 2019	2019 Budget	2019 Var	Next Month Expectation
Count of Members (End of Month)	39	36	35	41	42	40	37	5	40	37	3	41
# at Each Membership Level												
7 FlexDays \$125 --> 10 FlexDays \$125	18	16	15	19	16	17	14	2	17	14	3	15
14 FlexDays \$235 --> 15 FlexDays \$175	6	5	5	6	9	5	2	7	5	2	3	3
Full Wkday \$345 --> Full In Flex \$300	2	2	2	1	1	1	1	0	1	1	0	3
Full In \$445 --> Full-In Fixed \$350	8	8	8	11	10	11	10	0	11	10	1	10
12 FlexDays/yr \$306	0	0	0	1	0	0	1	(1)	0	1	(1)	1
Office Suite - \$600, \$750, \$900	2	2	2	2	2	2	2	0	2	2	0	2
Conference Room Rentals	0	0	0	1	4	4	7	(3)	4	7	(3)	7
# of Events	0	0	0	0	0	2	-		0	-		1
Total # of Attendees & Short Term Users	3	3	3	0	0	50	N/A		0	N/A		N/A
Conversions	0	0	0	0	0	0	N/A		0	N/A		N/A
Revenues												
Membership Revenue	\$7,921	\$7,249	\$7,275	\$8,518	\$9,058	\$8,888	\$6,253	\$2,805	\$26,464	\$19,572	\$6,892	\$9,031
Other Income	\$655	\$561	\$374	\$402	\$434	\$625	\$400	\$34	\$1,461	\$1,200	\$261	\$400
Events	\$270	\$1,410	\$659	\$994	\$632	\$542	\$0	\$632	\$2,168	\$0	\$2,168	\$0
Sponsorships/Grants/Donations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenues	\$8,846	\$9,220	\$8,308	\$9,914	\$10,124	\$10,054	\$6,653	\$3,471	\$30,092	\$20,772	\$9,321	\$9,431
Avg Membership Rev per Membership	\$196	\$193	\$189	\$213	\$235	\$237	\$174	\$62	\$235	\$181	\$54	\$232

Notes

March/Q1 Recap

- * Conference room rentals still @ 4 for short term memberships. Grandfathered 24 hr memberships/booking specific memberships.
- * 12 Flex membership applied to Jan (1 time payment) - member does have a reoccurring charge for mail service.
- * Assembled and added two filing cabinets for fixed desks.
- * Recruited new staff

Q2 2019 Focus

- * Update member wall photoshoot and fix poleroid camera.
- * Continue planning and preparing for May Arts & Crafts Fair.
- * Add new staff Miran Kim as the HHC Program Coordinator, and Sheena Wu as the HHC Liaison with CI and Community Development.
- * Miran replaces Eliza Chan who is the Commercial Property Manager, and Sheena replaces Rachta Danh who is the Louisa and NP Building Manager.
- * Complete work process documentation, and train new employees

SCIDPDA MONTHLY MANAGEMENT REPORT

March 2019

Property Management

Commercial Vacancy as of 3/31/2019

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%	1	1
New Central	21,288	0	0.00%	0	0
Bush Hotel	28,178	0	0.00%	0	0
Jackson	4,918	0	0.00%	1	1
Portfolio Total	146,322	0	0.00%	2	2

Commercial: Louise Mok, the commercial property manager who was the first to get us to 100% occupied has decided to move on to other opportunities and her last day is 4/10/19. She's been training her replacement, Eliza Chan (formerly with HHC), and though we'll miss Louise, we look forward to the new level of professionalism Eliza brings.

The owner of the massage business in the Jackson building who was given notice to vacate early February has made repeated requests for us to reconsider our decision not to renew her lease. With the ongoing support of the building's owners, we continue to stand firm in the decision to replace the business with one more in line with our community and agency goals. We received a Letter of Interest (LOI) from Matcha Man Ice Cream confirming the business owner's decision to move forward with opening an ice cream/coffee house in that space.

Last month I reported that Gissberg Law at IDVS2 gave notice to vacate "around the end of spring" after we'd increased his rent for the first time in several years (an increase of around \$100), but he recently notified us that he's reconsidering. We have an interested applicant who used to rent commercial space from us 10 years ago who we'll be showing his space to next week should he ultimately decide to move out.

Residential Vacancy as of 3/31/2019

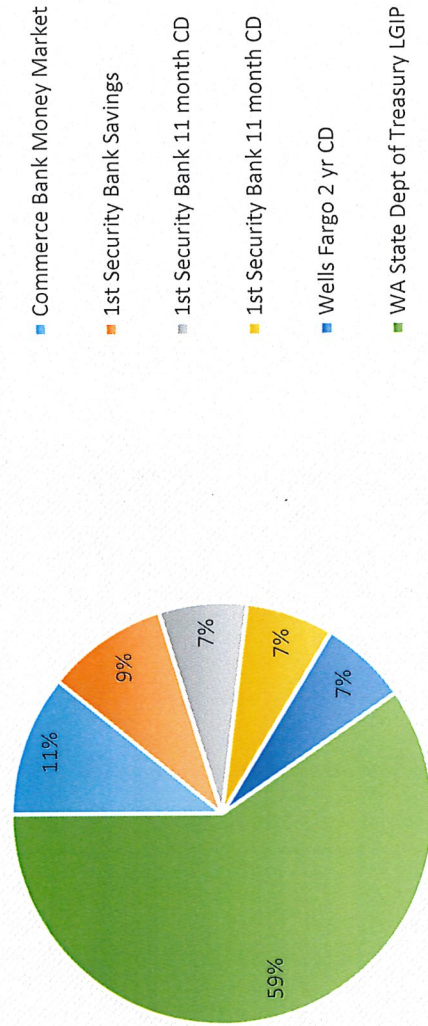
	Mar 2019	YTD	2019 Budget
PDA-Owned Properties			
Bush Residential	0.097%	0.033%	2.00%
Domingo Viernes Apartments	0.355%	0.122%	2.00%
New Central Apartments	0.161%	0.278%	2.00%
PDA-Managed Properties			
Eastern Hotel	0.581%	0.722%	2.00%
Nihonmachi Terrace	0.00%	0.100%	4.00%
NP Hotel	0.645%	0.900%	2.00%
Jackson Apartments	0.00%	0.00%	1.50%

Residential: Rachtha Danh has begun pre-leasing for the Louisa's anticipated opening mid-May. At this point, approximately 25% has been pre-leased, though we anticipate the last 25% will be the most challenging due to rents being considerably higher than originally projected by the owners.

We've hired James Higashi, a licensed plumber who has worked at SHA the last 30 years to be the Louisa's maintenance manager. He's been doing work at all of our properties while we wait for the Louisa to come on-board and reports from property managers say he is highly qualified, professional, and has excellent rapport with residents.

SCIDpda								
Investment Report								
January 1, 2019 - March 31, 2019								
Account	Institution	Description	Beginning Balance	Investment Activity		Interest and Dividends	Fees	Ending Balance
				Deposits	Withdrawals			
1124	Commerce Bank	Money Market	\$ 1,542,745.86	\$ 598,312.52	\$ (1,736,486.80)	\$ 1,466.46		\$ 406,038.04
5710	1st Security Bank	Savings	\$ 839,975.75		\$ (490,000.00)	\$ 1,048.33	\$ (20.00)	\$ 351,004.08
5151315100	1st Security Bank	11 month CD	\$ 249,308.61			\$ 1,220.33		\$ 250,528.94
5151315130	1st Security Bank	11 month CD	\$ 249,308.61			\$ 1,220.33		\$ 250,528.94
8729-4024	Wells Fargo	2 yr CD	\$ 250,008.87			\$ 1,851.12		\$ 251,859.99
2034	WA State Dept of Treasury	LGIP	\$ -	\$ 2,219,000.00		\$ 10,457.83	\$ (32.00)	\$ 2,229,425.83
Total			\$ 3,131,347.70	\$ 2,817,312.52	\$ (2,226,486.80)	\$ 17,264.40	\$ (52.00)	\$ 3,739,385.82

Investment Mix





Seattle Chinatown
International District
Preservation and
Development Authority

April 1, 2019

Submitted via email to: WSBscopingcomments@soundtransit.org

West Seattle and Ballard Link Extensions, c/o Lauren Swift
Sound Transit
401 S. Jackson St.
Seattle, WA 98104

Re: Scope of the EIS for West Seattle and Ballard Link Extensions Project

Dear Ms. Swift:

The Seattle Chinatown International District Preservation and Development Authority (SCIDpda) appreciate the opportunity to submit input on the scope of the environmental impact study for the West Seattle and Ballard Link Extensions project.

SCIDpda was created by the City of Seattle and the community in 1975 to work for the conservation and renewal of the unique cultural and ethnic integrities characteristic of the Chinatown-International District.

We were created to promote, assist and encourage the preservation and development of structures and open spaces in a manner that affords a continuing opportunity for local business and property owners, residents, community organizations, and visitors to carry on their traditional, as well as developing, activities. Our job includes encouraging programs to expand food retailing, especially the sale of ethnic products; to expand and preserve the residential community, especially for low-income people; to promote the survival and predominance of small shops, ethnic businesses and other enterprises, activities and services which are essential to the functioning and vitality of the Chinatown-International District.

We know our neighborhood well. We understand that our community has various viewpoints and opinions, and we try to represent the diversity of our stakeholders. We have staff who have participated in Sound Transit's Stakeholder Advisory Group process, as well as other transit planning discussions in the area, and spend time trying to understand these decisions, but do not claim any expertise in this work.

We see the work that Sound Transit is undertaking as a great opportunity as Union Station (adjacent to all alternatives) is the confluence of local and regional transit lines. This Project, rather than only focusing on solving its alignment issue, should take into consideration the potential for the 4th Ave viaduct upgrade/redevelopment and other major projects and their impacts on our community as it examines its alternatives.

We believe this is a great opportunity for Sound Transit, City of Seattle and King County Metro to work together to redevelop the Union Station area to a modern and effective transportation hub that could serve the region and beyond in the long-term - the 100 year vision - as this is a transformative project.

P 206.624.8929
F 206.467.6376
409 Maynard Ave S
Suite 200
Seattle, WA 98104

P.O. Box 3302
Seattle, WA 98114

www.SCIDpda.org



Alternatives to Study

SCIDpda does not believe that any of the alternatives being discussed at this time are ideal. It's prudent for planners, engineers and designers to study best practices at other places and come up with better alternatives that reduce construction costs and timeline and mitigates displacement risks. We fear making a decision now that could limit the best option for all of us in the future.

For this reason, we believe all alternatives need to be studied. If Sound Transit can eliminate the Representative Alignment with no legal risk, it should do so.

We understand Sound Transit is under pressure to deliver ST3 quickly and faster than past light rail projects, but faster is not always better - and if we are looking at what works best with a long term time vision in mind, the extra time may lead to the development of an alternative that meets our community's expectations. We ask Sound Transit to let the EIS process do what it is meant to do - compare alternatives identify impacts, and identify mitigation measures, so that the best alternatives come forward.

Vulnerable Community

It is clear that Sound Transit is keenly aware that our community is low income and a community of color. What has not been stated often, and needs to be examined in the EIS for alignment impacts on additional factors that make our neighborhood vulnerable, including:

- High concentration and number of seniors - close to 25% are 65 and older; most are on limited incomes
- High number of residents who do not speak English at home (over 50%)
- High percentage of residents who immigrated to the US who often do not understand public processes, or why our projects take as long as they do

Our businesses are also vulnerable. A high number are small family owned operations, with limited English skills and capital, and are often low income.

Construction Impacts

This neighborhood, because of its location between the central business district and industrial areas, has endured major construction projects. SCIDpda staff and board have been here during I-5 construction, the Kingdome, Union Station, and most recently the First Hill Streetcar. We experienced Sound Transit work in the Rainier Valley. That history causes us to be deeply concerned about construction, its impacts and potential mitigation, and we request in-depth study with mindful, culturally-competent perspective.

We expect adequate and fair mitigation of construction impacts. The EIS must identify detailed mitigation, and the systems that will be put in place to monitor the effectiveness of the mitigation as construction proceeds. Please consider recent experiences of major public projects in Seattle, and reflect on what worked and did not work in Link Light Rail Rainier Valley experience in the work with small businesses (both with Sound Transit and the City of Seattle), and City of Seattle's First Hill Streetcar. There are other ethnic enclaves that have endured similar projects that can also be used as "learning opportunities" or "best practices".

Disruption to utility services such as water, sewer, and electricity adversely impacts all residents, but especially low-income and vulnerable populations, or for impacted businesses. Careful scheduling,

timing, coordination, and communication is key to success, as we learned during the First Hill Streetcar project. The EIS will need to evaluate the impacts of construction and operation of all project alternatives on utilities, identify potential disruptions, and mitigate for these disruptions.

Keeping our businesses informed of construction impacts months in advance may not be intuitive, but is important. Some of our neighborhood businesses purchase goods months in advance in order to utilize shipping, or due to seasonality.

Other construction impacts that need to be included in the EIS:

- How will construction location and type impact our air quality? Our air quality is currently some of the worst in the Puget Sound Region as determined by the Puget Sound Clean Air Agency.
- How will the different alternatives impact accessibility for those who live, work, shop, and visit our neighborhood? We request the EIS examine this based on the general public, as well as those noted above in Vulnerable Community.
- We understand that the staging area is likely to be in the CID historic core, potentially near the Joe's Tavern site. What will the different alternatives' impacts be on the community? Our traffic in the neighborhood is difficult due to the confluence of our vulnerable community, drivers of both passenger and commercial vehicles cutting through the neighborhood, cyclists, transit, etc. What activities are anticipated at the staging area, how will that impact the surrounding area's accessibility and transportation flows, air quality, noise and vibration, and other considerations we have not considered?

Back to Back Projects

For the past 10 years our staff and board have been told that the 4th Avenue viaduct either needs to be rebuilt or that it is in good shape. To get clarity, we request the EIS examine 4th Avenue's condition because the cumulative impacts of ST3 and 4th Avenue rebuilt within close timing would potentially kill the Chinatown International District. Simply put, is there potential opportunity to resolve both issues with one project?

Station Area

There has been much community discussion as to what should happen at the station area for economic development. How will the community benefit from station area development? Who will manage, and can it be done in a way that complements – versus competes with – surrounding neighborhood businesses? These questions should be examined in this process.

We are intrigued by a vision of a revitalized Union Station. But, we feel that in order for it to function well, it would need to have something to draw people into the property, other than just commercial uses. Making it a functioning station, forcing people to enter it for access, would be an immense improvement, and a grand entrance into our city. The EIS should identify those key features to making it function well.

We also request that the station area have a location from which the public can purchase or obtain the different classifications of ORCA cards (e.g. youth, ORCA Lift, RRFP), and to consistently have education materials in a variety of languages so new transit users can understand how to use the cards. We hear that there are concerns amongst immigrant populations about using the ORCA card program as they do not want to be cited and fined for not having "tapped in" correctly.

We request that Sound Transit work collaboratively with City of Seattle as it does station area planning - we need to ensure that station elements and the surrounding public realm promote neighborhood preservation and development.

Public Safety and Security

In a diverse community with a variety of opinions – one thing we generally can agree on is that we are all concerned with public safety. The EIS needs to evaluate how construction and operation of each alternative would impact public safety and security in Pioneer Square and the Chinatown-International District. Considerations such as lighting and visibility are essential.

Open Space

The Plaza to the east of Union Station - the area's above the existing light rail station - is not welcoming, does not reflect the culture of our communities, and is visually distracting. As part of the EIS and in discussions of open space, we request how the area is reimagined to become a world-class transportation hub reflective of our City.

Transportation

We cannot imagine what transportation will be like in the future. What happens with the E3 busway? What happens when Highway 99 starts tolling? The EIS should articulate its assumptions on transportation flows, and how the different alternatives impact and address challenges.

We still foresee a need for parking and for access to our community because our area is a regional draw, and even when Sound Transit is complete, those shoppers into the neighborhood who come from as far as Bellingham, Olympia and Yakima will still need to drive. As we often say, Grandma can't get a 50 pound bag of rice home on transit, and Amazon does not deliver her. The question for the EIS is how will the alignments impact parking, and access to businesses for both customers and business deliveries?

Public Involvement

We appreciate Sound Transit's efforts to engage our community. And you have to keep trying, it is an iterative process. The language is hard enough, but it is more than that - it is partly cultural. Some of our community may never participate as they may not have the time, energy, language, or the understanding of what is being asked of them – they may have never been asked before, or feel it is not their role, but you must keep trying.

Doing this work takes time, resources, and consistency. The work gets confusing for the community because in the community's mind, the agencies all fall into the bucket of "government".

We thank you for this opportunity and look forward to working with Sound Transit and other partners in making this one of the best transit centers in the world. It is one of the biggest in the Western US, and we have the exciting opportunity and an obligation to make it better for ourselves and for future generations.

Sincerely,

Jared Jonson, Board of Directors President
Maiko Winkler-Chin, Executive Director

Resolution 19-04-16-0____

RESOLUTION OF SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY

We, the Board of the Seattle Chinatown International District Preservation and Development Authority, amend Resolution 19-02-12-02 by changing the dates of the 2019 Finance Committee meetings. All meetings will be held at SCIDpda Main Offices, 409 Maynard Ave. S., Plaza Level unless otherwise noted.

Finance Committee - *meetings begin at 1 pm unless otherwise noted*

May 10	September 13
June 14	October 11
July 12	November 15
August 16	December 6 (noon start)

Board President

Date

Board Secretary

Date

Resolution 19-04-16-01

RESOLUTION OF SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY

SCIDpda Board Resolution Pertaining to participation in charitable campaigns

The Executive Director is authorized to submit materials necessary to participate in the 2020 Charity Federation of the Housing Development Consortium of Seattle-King County (HDC), which will submit applications to Fall 2019 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.

Jared Jonson, Board President

Date

Mindy, Au Board Secretary

Date

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
BONANZA 1 GP LLC**

Effective as of

[____], 2019

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
BONANZA 1 GP LLC**

This Amended and Restated Operating Agreement of Bonanza 1 GP LLC (this “**Agreement**”) is entered into as of the [____] day of [____], 2019, by and among the persons whose names are set forth on Exhibit A attached hereto.

EXPLANATORY STATEMENT

WHEREAS, Bonanza 1 GP LLC has been operating pursuant to an Operating Agreement dated March 16, 2018 (the “**Original Operating Agreement**”);

WHEREAS, the parties desire to amend and restate the Original Operating Agreement to admit Minority Member (as defined herein) as a member of the Company and to define the rights and responsibilities between themselves as members of the Company;

NOW, THEREFORE, the Original Operating Agreement of the Company is hereby amended and restated in full as follows:

**SECTION I.
DEFINED TERMS**

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

“**Act**” means the Washington Limited Liability Company Act, RCW 25.15.010 et seq. as amended from time to time.

“**Agreement**” means this Agreement, as amended from time to time.

“**Bankruptcy**” means with respect to any Person (a) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, (or similar official) of such Person or for any substantial part of such Person’s property, or ordering the winding-up or liquidation of such Person’s affairs and the continuance of any such decree or order unstayed in an effect for a period of 90 consecutive days; or (b) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of such Person or for any substantial part of his property, or the making by him of any assignment for the benefit of creditors, or the taking of action by

such Person in furtherance of any of the foregoing.

“Certificate of Formation” means the certificate of formation filed with the Secretary of State of Washington under the Act.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Company” means the limited liability company formed in accordance with this Agreement.

“Consent of the Members” or similar phrase indicating the agreement of or a determination by the Members shall mean and require the unanimous consent of all of the Members.

“Indemnity Agreement” means that certain Indemnity Agreement made and entered into by the Minority Member and Manager on or about the date hereof.

“Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Interest Holder” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

“Investor” means Wells Fargo Affordable Housing and Community Development Corporation or an affiliate thereof which will serve as a limited partner of the Partnership.

“Involuntary Withdrawal” means, with respect to a Member, the occurrence of any of the following events:

- (i) the making of an assignment for the benefit of creditors;
- (ii) the filing of a voluntary petition of Bankruptcy;
- (iii) the adjudication as a bankrupt or insolvent or the entry against a Member or an order for relief in any Bankruptcy or insolvency proceeding;
- (iv) the filing of a petition or answer seeking for a Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the seeking, consenting to, or acquiescence in the appointment of a trustee for, receiver for, or liquidation of a Member or of all or any substantial part of that Member’s properties;
- (vi) the filing of an answer or other pleading admitting or failing to contest the

material allegations of a petition filed against a Member in any proceeding described in Subsections (i) through (v);

- (vii) any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for a Member or all or any substantial part of a Member's properties without such Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; or
- (viii) for any natural person who is a Member, the person's death or adjudication by a court of competent jurisdiction as incompetent to manage his or her person or property.

"Majority Member" means ~~CH Development Association~~ the Member holding more than 50% of the total Interests in the Company.

"Manager" means the Person or Persons appointed as Manager of the Company pursuant to and in accordance with Section 5.2, for so long as each shall serve as a Manager in accordance with Section 5.2. The initial Manager of the Company is Capitol Hill Housing Improvement Program, a Washington public corporation.

"Member" or **"Members"** means any or every Person, as the case may be, (i) whose name is set forth on Exhibit A attached hereto or who has become a Member pursuant to the terms of this Agreement, and (ii) who holds an Interest.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Certificate of Formation provide to the contrary, right to act as an agent of the Company.

"Minority Member" means the Seattle Chinatown-International District Preservation and Development Authority.

"Partnership" means Bonanza 1 LLLP, a Washington limited liability limited partnership.

"Partnership Agreement" means the Agreement of Limited Liability Limited Partnership of Bonanza 1 LLLP as such agreement may be amended and restated upon the admission of the Investor.

"Person" means and includes an individual, corporation, partnership, association, limited

liability company, trust, estate, or other entity.

“**Profit**” and “**Loss**” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company’s taxable income or loss determined in accordance with the Code.

“**Project**” means the real property and improvements owned or to be owned by the Partnership.

“**Regulation**” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“**Successor**” means all Persons to whom all or any part of an Interest is transferred either because of (i) the sale or gift by a Member of all or any part of its Interest, or (ii) an assignment of a Member’s Interest due to a Member’s Involuntary Withdrawal.

“**Transfer**” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

“**Withdrawal**” means a Member’s dissociation from the Company by any means.

SECTION II.

FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. **ORGANIZATION.** The Members have formed the Company as a limited liability company pursuant to the Act and the provisions of this Agreement.

2.2. **NAME OF THE COMPANY.** The name of the Company is “Bonanza 1 GP LLC”. The Company may do business under that name and under any other name or names upon which Manager may, in its sole discretion, determine. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall file a trade name certificate as required by law.

2.3 **TERM.** The term of this Company commenced on March 15, 2018, and shall be perpetual, unless earlier dissolved in accordance with Section VII hereof.

2.4. **PURPOSE.** Company is formed to:

2.4.1 Act as the general partner of the Partnership and to perform all duties and obligations of the general partner of the Partnership pursuant to the terms of the Partnership Agreement; and

2.4.2 Have all of the powers permitted by Chapter 25.15 of the Revised Codes of Washington, as amended from time to time.

2.4.3 The parties acknowledge that the Majority Member is a nonprofit corporation

organized and operating for charitable purposes, and is an organization exempt from federal income tax, as described in Section 501(c)(3). In carrying out its duties and responsibilities under this Agreement, the parties will not act in a manner, which is inconsistent with the Member's charitable purposes. The Majority Member shall not be deemed to have breached a fiduciary duty under this Agreement solely because it failed to act in a manner intended to maximize profits, or solely because it declined to act in a manner inconsistent with such purposes.

No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Code or the corresponding provision of any future United States internal revenue law. The Company shall not participate in, or intervene in, including publishing or distributing statements, any political campaign on behalf of or in opposition to any candidate for public office.

2.4.2.4 The parties acknowledge that the Manager and Minority Member are public corporations organized pursuant to Seattle Municipal Code (SMC) Chapter 3.110 and RCW 35.21.660, 35.21.670 and 35.21.730-.755. In carrying out their duties and responsibilities under this Agreement, the parties will not act in a manner, which is inconsistent with the Manager's and Minority Member's public purposes. ~~Neither the Manager and nor the~~ Minority Member shall ~~not~~ be deemed to have breached a fiduciary duty under this Agreement solely because it failed to act in a manner intended to maximize profits, or solely because it declined to act in a manner inconsistent with such purposes.

2.5. **PRINCIPAL OFFICE.** The principal office of the Company in the State of Washington is located at 1620 12th Avenue, Suite 205, Seattle, WA 98164, or at any other place within the State of Washington that the Manager, in its sole discretion, determines.

2.6. **REGISTERED AGENT.** The name and address of the Company's registered agent in the State of Washington is Capitol Hill Housing Improvement Program, 1620 12th Avenue, Suite 205, Seattle, WA 98164.

2.7. **MEMBERS.** The name, present mailing address, and taxpayer identification number of each Member is set forth on Exhibit A.

2.8 **DEFECTS AS TO FORMALITIES.** A failure to observe any formalities or requirements of this Agreement, the Certificate of Formation for the Company or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

2.9 **INDEPENDENT ACTIVITIES.** Each Member and the stockholders, officers and directors of each Member may, notwithstanding this Agreement, directly or indirectly, independently or with others, engage in or possess any interest in whatever activities it or they may choose, whether the same or competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in or opportunity with respect to such activities to the Company or any Member or to account in any way to any such person. Neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or any

stockholder, officer or director of any Member from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activities, and as material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

2.10 RIGHTS OF CREDITORS AND THIRD PARTIES. This Agreement is entered into for the exclusive benefit of the Company, its Members and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and its Members with respect to any contribution or otherwise.

2.11 TITLE TO PROPERTY. All assets and property, whether real or personal, tangible or intangible, including contractual rights, owned or possessed by the Company shall be held or possessed in the name of the Company. All such assets, rights, and property shall be deemed to be owned or possessed by the Company as an entity, and no Member individually shall have any ownership of or rights to such property. A Member's interest in the Company shall be personal property for all purposes.

SECTION III. CAPITAL; CAPITAL ACCOUNTS

3.1. INITIAL CAPITAL CONTRIBUTIONS. The initial capital contributions ("Capital Contributions") and the Interests of the Members are set forth on Exhibit A attached and reflected in the Company's books and records and the Company.

3.2. OTHER MATTERS RELATING TO COMPANY CAPITAL.

3.2.1. Except as otherwise provided in this Agreement, no Member shall demand or receive a return of its Capital Contributions without the Consent of the Members. If a Member withdraws of its own volition, its Interest shall not be liquidated and it shall forfeit all rights as a Member except the rights to allocations and distributions as provided in Article IV as if were still a Member. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided herein.

3.2.2. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise provided in this Agreement or upon Consent of the Members.

3.2.3. Except as otherwise provided by this Agreement, no Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided in this Agreement, any other agreements among the Members, or applicable state law, a Member shall be liable only to make its initial Capital Contribution as set forth on Exhibit A and shall not be required to lend any funds to the Company or, after its Capital Contributions have

been paid, to make any additional contributions to the Company. Without limiting the generality of the foregoing, no Member shall have any personal liability for the repayment of any Capital Contributions to any other Member.

3.3. MEMBERS' REPRESENTATIONS AND WARRANTIES. As of the date hereof, each of the statements contained in this Section 3.3 shall be true, accurate, and constitute full disclosure of all facts relevant to the matters contained therein, and such warranties and representations shall survive the execution of the Agreement. Each Member hereby represents and warrants that:

3.3.1. Such Members ~~have~~has taken all corporate action required to be taken by such Members to consummate this Agreement and no further approval of any board, court, or other body is necessary in order to permit such Members to consummate this Agreement;

3.3.2. To the best of such Member's² knowledge, neither the execution and delivery of this Agreement, nor the performance of or the compliance with this Agreement, has resulted (or will result) in any violation of the organizational documents of such Member²; and

3.3.3. To the best of such Member's² knowledge, there is no action, proceeding, or investigation, pending or threatened (nor any basis therefor) which questions, directly or indirectly, the validity or enforceability of this Agreement as to such Member which would materially and adversely affect such Member's² ability to enter into and comply with the terms of this Agreement and to fulfill all of such Member's² obligations thereunder.

3.4 REDEMPTION AND REPURCHASE OF CERTAIN MEMBERS' INTERESTS.

3.4.1. The Members acknowledge that they have been advised that Members' Interests have not been registered under the Securities Act of 1933, as amended (the "**1933 Act**"), or any state securities laws, and affirm that they have been acquired for investment and not with a view to the sale or distribution thereof.

3.4.2 The Company shall have a right to repurchase the Members' Interests at its option for an amount equal to their then-current fair market value at any time after the fifteenth anniversary of this Agreement.

3.5. LOANS. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

SECTION IV. PROFIT, LOSS, AND DISTRIBUTIONS

4.1. DISTRIBUTIONS OF CASH FLOW. All distributions of cash or in-kind shall be made to the Members in accordance with their Interests.

4.2. ALLOCATION OF PROFIT OR LOSS. All Profit or Loss shall be allocated to the Members in accordance with their Interests.

4.3. **LIQUIDATION AND DISSOLUTION.** If the Company is liquidated, the assets of the Company shall be distributed to the Members or to Successors as set forth in Article VI.

SECTION V. MANAGEMENT: RIGHTS, POWERS, AND DUTIES

5.1. **MANAGEMENT OF COMPANY AFFAIRS.** The management of the Company shall be vested in the Manager. The Manager shall have full exclusive and complete discretion in the management and control of the business and affairs of the Company and shall make all decisions affecting the Company's business and affairs, and, except as otherwise provided herein, any action taken by the Manager (in its capacity as such) in accordance with the provisions of this Agreement shall constitute the act of and serve to bind the Company. Persons dealing with the Company shall be entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall not employ, or permit another Person to employ any funds or assets of the Company in any manner other than for the exclusive benefit of the Company.

Notwithstanding the foregoing, the Manager shall not take or cause the Company to take any of the following actions unless approved by Consent of the Members:

- a) Sell, exchange or otherwise dispose of all of the Company's or the Partnership's assets, except the transfer of the Project to the Majority Member or an Affiliate at the end of the initial 15-year low income housing tax credit compliance period with respect to the Project or such earlier time as may be permitted by the Investor;
- b) Incur any indebtedness by the Company other than GP Advances;
- c) Expand or broaden the scope of the Company's business beyond that specifically authorized in the Partnership Agreement or this Agreement, respectively;
- d) Offer new equity and/or debt securities to finance the business of the Company or allow the Company to engage in any partnership, joint venture or other joint business effort other than as described in the Partnership Agreement;
- e) Hire or otherwise retain any employees of the Company; and
- f) Cause the Company to guaranty the obligation of any party other than the Partnership ~~or the Project developer.~~

5.2 **MANAGEMENT FEES.** The Manager shall be entitled to a company management fee in the amount of payable to the Company pursuant to the Partnership Agreement (if any), provided however that such fee shall only be paid to the extent the Company receives a partnership management fee pursuant to the terms of the Partnership Agreement. The Company shall reimburse the Manager for all direct costs incurred by the Manager on behalf of the Company or otherwise in connection with performance of its duties as Manager, which are costs consistent with the approved annual budget of the Company.

5.3. **APPOINTMENT AND REPLACEMENT OF MANAGER.** The Members hereby appoint Capitol Hill Housing Improvement Program, a Washington public corporation (“CHH”) as Manager of the Company. CHH shall remain as the Manager until such time as it is removed as Manager pursuant to Section 5.7 hereof or CHH resigns, at which time it shall immediately cease to be the Manager of the Company. If, at any time, a Manager is removed or a Manager resigns, the Majority Member shall have the right to appoint a new Manager, if such new Manager is an affiliate of the Majority Member. If the proposed new Manager is not an affiliate of the Majority Member, the Consent of the Members shall be required to appoint such new Manager.

5.4. **POWERS AND AUTHORITIES OF MANAGER.** Except as otherwise specifically provided in this Agreement, the Manager is hereby granted the right, power and authority to do on behalf of the Company all things which, in its best business judgment, are necessary, proper or desirable to carry out the business of the Company, the acquisition, financing, renovation, management, disposition, and sale of the Project and as otherwise permitted under the Act.

5.5. **ENGAGEMENTS BY THE COMPANY.** The Manager may engage, on behalf and at the reasonable expense of the Company, such persons, firms and corporations as the Manager, in its reasonable judgment, shall deem advisable for the conduct and operation of the business of the Company including managers; leasing, rental and sales agents and brokers; mortgage bankers; lawyers; accountants; architects; engineers; consultants; contractors; subcontractors; and purveyors of other services and materials for the Company on such terms and for such compensation or costs as the Manager, in its reasonable judgment, shall determine.

5.6. **EMPLOYMENT OF AFFILIATES.** The Manager may, on behalf and at the expense of the Company, engage any Member, any affiliate of a Member or a Manager to render services or provide goods to the Company, provided that the fees or other amounts payable for such services or goods are comparable to those prevailing in arm’s-length transactions for similar services. For purposes of this Section 5.6-, “Affiliate” means, with respect to a Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owing or controlling 10% or more of the outstanding voting interests of such Person, (iii) any officer, director or general partner of such Person, (iv) any member of any Person formed as a limited liability company, or (v) any Person who is an officer, director, general partner, trustee, or holder of 10% or more of the voting interests of any Person described in clauses (i) through (v) of this sentence.

5.7. **REMOVAL OF MANAGER.** Members holding at least thirty-three percent (33%) of the Interests in the Company may remove a Manager for Cause. The removal of a Manager shall divest the Manager of the managerial authority and power vested in it under this Agreement.

5.7.1 “Cause” means, with respect to the Manager, (i) the commission of an act of fraud, misappropriation of funds, willful misconduct, bad faith (it being acknowledged that the Manager personally receiving a benefit in money, property, or services to which the Manager is not legally entitled is, without limitation, an act of bad faith); (ii) breach of fiduciary duty or gross negligence; (iii) a petition shall have been filed against the Manager for an involuntary proceeding under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, and such petition shall not have been dismissed within sixty (60) days of filing; (iv) a

court having jurisdiction over such proceeding shall have appointed a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Manager for any substantial portion of its property, or ordered the winding up or liquidation of its affairs; or (v) the Manager shall have commenced a voluntary proceeding under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or shall have made any general assignment for the benefit of creditors.

5.7.2 Upon removal of a Manager, the Manager so removed shall immediately turn over, deliver or cause to be turned over and delivered to the Members, or to their representative or the substitute Manager designated by the non-Manager Members, all books, records, contracts, leases, data, documents, bank and other financial accounts, deposits, cash, computer software, keys, premises, and other items or personal property owned by, leased to, or otherwise used by the Company, and shall cooperate with the Members, their representative or, if applicable, a substitute Manager, in ensuring a smooth transition and turnover of the removed Manager's responsibilities.

5.7.3 The removed Manager shall indemnify and hold harmless the Company and the Members from any and all damages, losses, liabilities, or expenses (including attorneys' fees) incurred by the Company and/or the Members as a result of the Manager's removal from the Company for any of the event constituting Cause for removing the Manager. Such amounts may be offset by the Company against any fees, reimbursements, distributions or payments, however designated, otherwise due to the Manager.

5.8 LIABILITY LIMITATION AND INDEMNIFICATION.

5.8.1. Except as otherwise provided by Washington law, neither any Member, nor Manager, shall be liable, responsible, or accountable, in damages or otherwise, to the Company or any of the Members or their successors or assigns, for any act performed by it with respect to Company matters except in accordance with the Indemnity Agreement executed in connection with the execution of this Agreement by the Members.

5.8.2. The Company shall indemnify the Members, Manager and their representatives to the fullest extent permissible under Washington law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such Member or Manager or their representative by reason of or arising from the fact that such person is or was serving at the request of the Company as a director, officer, manager, partner, trustee, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, upon the request of a Member or Manager, as applicable, advance costs and arrange for the legal representation of a Member or Manager with respect to all such matters to which this indemnification applies. The Company may, by Consent of the Members, provide indemnification to any employees and agents of the Company. The indemnification provided in this Section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of the Members, contract, or otherwise.

5.8.3 The Company shall, to the full extent permissible under Washington law, as the same exists or may hereafter be amended, reimburse a party who is or was a member or manager of the Company for payments made, and indemnify such party for liabilities incurred by such party, in the ordinary course of the business of the Company or for the preservation of the Company's business or property, in such payments are made or liabilities incurred without violation of such parties' duties to the Company.

SECTION VI. TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS

6.1 RESTRICTION ON TRANSFERS.

6.1.1. Except as provided on the following 6.1.2, no Member shall Transfer all or any portion of its Interest except upon the Consent of the Members. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members to each other and to the ~~Partnership Owner~~. A transfer of any Interest in violation of the prohibition contained in this Section 6.1.1 shall be deemed invalid, null and void, and of no force or effect. Any transferee of an Interest or any portion thereof shall agree to be bound by the terms of this Agreement.

6.1.2. Notwithstanding Section 6.1.1, a Member shall be entitled to transfer all, but not less than all, of its Interest in the Company to any for-profit corporation which is owned and controlled 100% by such Member, and to delegate its responsibilities hereunder to such transferee. In the event of a transfer under this section 6.1.2, the transferor Member shall guaranty the performance by its transferee of all of the Transferor Member's obligations hereunder, and all references herein to the transferor Member shall be a reference to the applicable permitted transferee.

6.1.3. Upon Involuntary Withdrawal of a Member, the withdrawn Member shall forfeit all managerial and/or voting rights with respect to the Company and the withdrawing Member's Interest shall be fully redeemed upon payment of \$1.00. In addition, all agreements between the all agreements between the Company or the ~~Partnership Owner~~ and the involuntarily withdrawing Member (or any affiliate thereof), at the election of the Company, shall be terminated and the Company shall have no further obligation under any such agreements

6.2. **LEGEND.** Each Member hereby agrees that the following legend shall be placed upon any counterpart of this Agreement, stock certificate, or any other document or instrument evidencing ownership of Interests:

The Interest represented by this document is subject to restrictions as to its sale, transfer, hypothecation, or assignment as set forth in the Operating Agreement and agreed to by each Member. Said restrictions provide, among other things, that no Interest may be

transferred without the consent of all Members in compliance with the terms of the Operating Agreement.

6.3. DISTRIBUTIONS IN RESPECT TO TRANSFERRED INTERESTS. If any Interest is sold, assigned, or transferred during any accounting period in compliance with the provisions of this Article VI, all distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

6.4 WAIVER OF PARTITION. No Members shall, either directly or indirectly, take any action to require partition, appraisal or sale of the Company or any of its assets or properties or cause the sale of the Project, and notwithstanding any provision of applicable law to the contrary, each Member (and its legal representatives, successors, or assigns) hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale with respect to its Interests, or with respect to any assets of the Company, except as expressly provided in this Agreement.

6.5 PUT OPTION.

(a) The Minority Member is hereby granted a put (the “**Put Option**”) to sell its Interest in the Company to Majority Member or affiliate for cash at the purchase price specified in Section 6.5(d) (the “**Put Price**”), at the option of the Minority Member:

(i) at any time after the earlier of (y) the last day of the initial 15-year tax credit compliance period with respect to the Project or (z) the transfer of the Investor interest in Partnership-Owner to Majority Member or any affiliate of Majority Member,

(ii) at any time after the Company is notified that it is subject to a Repurchase Obligation (as defined in Section 8.1),

(iii) at any time after the Company is removed as the Partnership’s general partner-Owner’s managing member,

(iv) at any time the Members could remove the Manager for Cause under Section 5.7 (construing Section 5.7 for this purpose as if the Minority Member held thirty-three percent (33%) of the Interests in the Company),

(v) at any time after the Partnership-Owner transfers ownership of the Project or the Project is foreclosed upon by the Partnership’s-Owner’s lenders or creditors, or

(vi) at any time after a violation of any law, regulation or order applicable to the Partnership-Owner or the Project that has, or may reasonably be anticipated to have, an adverse effect on the Minority Member.

The Put Option shall be exercised upon the Minority Member’s delivery to Manager and Majority Member of a written notice of purchase (a “**Put Notice**”), stating that all of the Minority Member’s Interest in the Company shall be purchased pursuant to the terms and conditions specified in this Section 6.5.

(b) Any purchase required of the Majority Member pursuant to the provisions of Section 6.5(a) shall be consummated by the delivery of the cash representing the Put Price within sixty (60) days following receipt of the Put Notice.

(c) The effective date of the purchase shall be deemed to be the date of the payment to the Minority Member described in Section 6.5(b) above. In the event Majority Member fails to make such payment to the Minority Member on a timely basis, the Minority Member may nonetheless withdraw as a Member on the sixtieth (60th) day after Majority Member received the Put Notice; provided, no such withdrawal by the Minority Member shall diminish Majority Member's obligation to pay the Put Price to the Minority Member, and interest shall accrue on the unpaid Put Price, commencing on the sixty-first (61st) day after Majority Member received the Put Notice, at a rate of 5% per annum, compounded annually.

(d) The Put Price shall be \$3,000.

SECTION VII. DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1. **EVENTS OF DISSOLUTION.** The Company shall be dissolved upon the earlier of that date (a "**Liquidating Event**") (i) the Consent of the Members to dissolve, wind up, and liquidate the Company, (ii) the Company has no Members for a period of ninety (90) consecutive days, (iii) the expiration of the term identified in Section 2.3 of this Agreement, or (iv) the happening of any other event that makes it unlawful or impossible to carry on the business of the Company. The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation.

7.2. **PROCEDURE FOR WINDING UP AND DISSOLUTION.** If the Company is dissolved, the affairs of the Company shall be wound up. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Members shall appoint a Person to be responsible for overseeing the winding up and dissolution of the Company. Such Person shall take full account of the Company's liabilities. . The proceeds realized from the liquidation of the Company, to the extent sufficient thereof, shall be applied and distributed in the following order: (a) first, to the payment and discharge of all the Company's debts and liabilities to creditors including Members; and (b) the balance, if any, to the Members in accordance with their Interests. Except as otherwise provided in this Agreement: (a) each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company in accordance with the terms hereof, and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

7.3. **FILING A STATEMENT OF DISSOLUTION.** If the Company is dissolved, a Certificate of Dissolution shall be promptly filed with the Secretary of State for the State of Washington. If there are no remaining Members, the Certificate of Dissolution shall be filed by the last Person to be a Member; if there is no Person who last was a Member, the Certificate of Dissolution shall be filed by the legal or personal representatives of the Person who last was a Member.

SECTION VIII.

OBLIGATIONS TO THE PARTNERSHIP; MEMBER LOANS

8.1 **REPURCHASE OBLIGATIONS.** The parties acknowledge that pursuant to the Partnership Agreement, the Investor will specify certain events which will require the Company to repurchase the Investor's interests in the Partnership ("**Repurchase Obligations**"). If the Company is subject to a Repurchase Obligation, the Majority Member shall make a loan ("**Member Loan**") to the Company equal to the amount of the Repurchase Obligation, and the proceeds of the Member Loan shall be used by the Company solely for the purpose of fulfilling the Company's Repurchase Obligation. Upon such repurchase by the Company, the Company shall redeem the interests of the non-Manager Member for an amount equal to the greater of the non-Manager Members' capital account balances or \$100.

8.2 **CREDIT ADJUSTER ADVANCE.** If the Company is required by the terms of the Partnership Agreement to make a capital contribution or loan to the Partnership because of an adjustment in the amount or timing of the tax credits that will be available to the Investor (a "**Credit Adjuster Advance**"), then the Majority Member shall make a Member Loan to the Partnership in the amount of the Credit Adjuster Advance and the proceeds of any such Member Loan shall be used by the Company solely to pay the Credit Adjuster Advance.

8.3 **OPERATING DEFICIT ADVANCE.** If the Company is required by the terms of the Partnership Agreement to make a capital contribution or loan the Partnership because the Partnership has a deficit of operating revenue available to pay debt service and/or operating costs of the Project (an "**Operating Deficit Advance**"), then the Majority Member shall make a Member Loan to the Company in the amount of the required Operating Deficit Advance and the proceeds of any such Member Loan shall be used by the Company solely to pay the Operating Deficit Advance.

8.4 **DEVELOPMENT ADVANCE.** If the Company is required by the terms of the Partnership Agreement to make a capital contribution or loan to the Partnership in order to pay any development costs in excess of other sources available to the Partnership (a "**Development Advance**"), then the Majority Member shall make a Member Loan to the Company in the amount of the required Development Advance, and the proceeds of such Member Loan shall be used solely to pay the Development Advance.

8.5 **DEVELOPMENT FEE ADVANCES.** If the Company is required by the terms of the Partnership Agreement to make a capital contribution to the Partnership in order to pay any unpaid portion of the developer fee payable to the developer of the Project, then the Majority Member shall make a Member Loan to the Company in the amount of the unpaid developer fee

payable, and the proceeds of any such Member Loan shall be used by the Company solely to make such capital contribution to the Partnership.

8.6 ADDITIONAL GENERAL PARTNER OBLIGATIONS. In addition to those obligations of the Majority Member set forth in sections 8.1 through 8.5 above, to the extent the Company is required to make any additional advances, loans or capital contributions under the terms of the Partnership Agreement, the Majority Member shall make a Member Loan to the Company in the amount of such advances, loans or capital contributions.

8.7 GP ADVANCE. All funds advanced to the Partnership as either a loan or capital contribution by the Company are referred to herein as a “**GP Advance**.”

8.8 NATURE AND REPAYMENT OF MEMBER LOANS. Each Member Loan shall be evidenced by a note (a “**Member Loan Note**”) in the amount of the Member Loan which Member Loan Note shall be executed and delivered by the Company to the advancing Member at the time the Member Loan is made. Member Loans shall be non-interest bearing loans, shall be nonrecourse to the Members, and shall be subject to the terms and conditions of a Member Loan Note. A Member Loan shall be repaid to the advancing Member immediately upon either (i) the Partnership’s repayment of any GP Advance funded by the Member Loan or (ii) receipt by the Company of a distribution from the Partnership but only after all other current expenses of the Company are paid.

8.9 PARTNERSHIP AGREEMENT. The Members acknowledge that the repayment of any GP Advance shall be subject to the terms and conditions of the Partnership Agreement.

8.10 NOTICE OF REPURCHASE OBLIGATION AND GP ADVANCE OBLIGATIONS. The Manager shall provide immediate written notice to all Members if and when a Repurchase Obligation is triggered or a GP Advance is required under the Partnership Agreement. Such notice shall include (i) a description of the events giving rise to the need for the Repurchase Obligation or the GP Advance; (ii) the timeline within which the Repurchase Obligation must be met or the GP Advance must be made to avoid additional monetary or other consequences under the Partnership Agreement and any loan documents with respect to the Project; (iii) identification of the provisions of the Partnership Agreement and the factual circumstances triggering the Repurchase Obligation or the GP Advance obligation; and (iv) the Manager’s plan for addressing the Repurchase Obligation or the GP Advance obligation.

8.11 MEMBER LOANS MADE BY NON-OBLIGATED MEMBER. If the Majority Member is required to make a Member Loan as outlined in this Article VIII but fails to do so as and when necessary for the Company to fulfill its obligations under the Partnership Agreement, then, in addition to any requirements under section 8.12 below, any other Member(s) may, but shall not be obligated to, make the required Member Loan.

8.12 MAJORITY MEMBER OBLIGATIONS. Notwithstanding any other provisions herein, in no event shall any member other than the Majority Member be required to make a Member Loan to the Company for any reason.

8.13 **DIRECT LOAN.** The Majority Member or the Manager may, at its discretion and subject to the consent of the Investor, make a direct loan to the Partnership instead of Member Loan as noted above. Any such direct loan shall be repaid pursuant to the terms and conditions of the Partnership Agreement.

SECTION IX. BOOK RECORDS, ACCOUNTING, AND TAX ELECTIONS

9.1. **BANK ACCOUNTS.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

9.2. **BOOKS AND RECORDS.** The Company shall keep adequate books and records at the office of the Manager, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company. Any Member or its designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

9.3. **ANNUAL ACCOUNTING PERIOD.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be the calendar year, or such other period as selected by the Manager, subject to the requirements and limitations of the Code.

9.4. **TAX ELECTION.** The Company shall elect to be treated as a corporation for federal tax purposes.

9.5. **REPORTS.** Within a reasonable period after the end of each Company and any Partnership (if applicable) quarter and fiscal year, each Member shall be furnished with pertinent information regarding the Company and the Partnership and its activities during such period. In addition, at least 90 days prior to each fiscal year, the Manager shall provide the Members with proposed budgets for the Company and any Partnership, for the Members' review, approval, advice and consideration. The Members shall have thirty (30) days to review such budgets and the Manager shall give reasonable consideration to all suggested notifications to the proposed budgets and shall make appropriate changes thereto.

9.6. **TAX INFORMATION.** Necessary tax information shall be delivered to each Member after the end of each fiscal year of the Company. Every effort shall be made to furnish such information within seventy-five (75) days after the end of each fiscal year.

SECTION X. GENERAL PROVISIONS

10.1. **ASSURANCES.** Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as are necessary and

appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

10.2. **APPLICABLE LAW.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Washington.

10.3. **SECTION TITLES.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

10.4. **BINDING PROVISIONS.** This Agreement is binding upon, and inures to the benefit of, the Members and their heirs, executors, administrators, personal and legal representatives, Successors, and permitted assigns.

10.5. **TERMS.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

10.6. **SEPARABILITY OF PROVISIONS.** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

10.7. **AMENDMENTS.** Amendments to this Operating Agreement may be made only by written Consent of the Members.

10.8 **NOTICES.** Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an office of the Person to whom the same is directed, or sent by registered or certified mail, or by overnight courier, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Members:

(a) If to the Company, at the address set forth in Section 2.5 hereof with a copy to each Member; and

(b) If to a Member, to the address set forth opposite its name on Exhibit A attached hereto.

Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally or by overnight courier, or as of five (5) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid. Any Person may from time to time specify a different address by notice to the Company and the Members.

10.9 COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts with the same effect as if all the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.10 ENTIRE AGREEMENT. This Agreement, together with the Indemnity Agreement described in Section 5.8.1, constitutes the entire agreement and understanding among the Members hereof and supersedes any prior understandings or written or oral agreements among them respecting the subject matter hereof.

10.11 CREDITORS. No provision of this Agreement shall be construed for the benefit of or be enforceable by any creditor of the Company.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed under seal, as of the date set forth hereinabove.

MAJORITY MEMBER:

CH DEVELOPMENT ASSOCIATION,
a Washington nonprofit corporation

By: _____
Name: _____
Title: _____

MINORITY MEMBER:

**SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND
DEVELOPMENT AUTHORITY,**
a Washington public corporation

By: _____

Name: Maiko Winkler-Chin

Title: Executive Director

NOTICE. SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY is organized pursuant to Seattle Municipal Code (SMC) Chapter 3.110 and RCW 35.21.660, 35.21.670 and 35.21.730-.755. RCW 35.21.750 provides as follows:

“All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town or county creating such public corporation, commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority.”

MANAGER:

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM,
a Washington public corporation

By: _____
Name: _____
Title: _____

NOTICE. CAPITOL HILL HOUSING IMPROVEMENT PROGRAM is organized pursuant to Seattle Municipal Code (SMC) Chapter 3.110 and RCW 35.21.660, 35.21.670 and 35.21.730-.755. RCW 35.21.750 provides as follows:

“All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town or county creating such public corporation, commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority.”

EXHIBIT A
To
AMENDED AND RESTATED OPERATING AGREEMENT
OF
BONANZA 1 GP LLC

NAME, ADDRESS, AND TAXPAYER IDENTIFICATION NUMBER OF MEMBER	CAPITAL CONTRIBUTIONS	INTEREST
CH Development Association 1620 12th Avenue, Suite 205 Seattle, WA 98164 EIN: 91-2032882	\$79	79%
Seattle Chinatown-International District Preservation and Development Authority. 409 Maynard Ave South, Suite P2 Seattle, Washington 98104 EIN: 91-0968693	\$21	21%

INDEMNITY AGREEMENT (Bonanza Project)

THIS INDEMNITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____ by and among Capitol Hill Housing Improvement Program, a Washington public corporation (“**Indemnitor**”) and Seattle Chinatown International District Preservation and Development Authority, a Washington public corporation (“**Indemnatee**”).

Background:

A. Indemnitor is involved in the acquisition, rehabilitation, development, and operation of an eighty seven (87) unit scattered site affordable housing project located in the Capitol Hill neighborhood of Seattle, Washington (the “**Project**”). This Project will be owned by Bonanza 1 LLLP, a Washington limited liability limited partnership (“**Partnership**”). The general partner of the Partnership is Bonanza 1 GP LLC, a Washington limited liability company (“**General Partner**”).

B. In order to allow the Project to move forward in a fashion that is most beneficial from a tax standpoint, Indemnitor has requested that Indemnatee participate by taking ownership of a 21% member interest in the General Partner. In agreeing to participate in the Project, Indemnatee is not contributing funds other than its initial capital contribution or pledging any of its assets on behalf of the Project. In addition, Indemnatee seeks additional assurances from Indemnitor regarding its participation in the Project. The following indemnification is meant to provide these additional assurances.

Agreement:

NOW, THEREFORE, intending to be legally bound and in consideration of the above-referenced actions, the parties hereto agree as follows:

1. Indemnitor shall indemnify, defend and hold Indemnatee and its directors, officers, employees and agents harmless from and against any expense, loss, interest, lien, claim, tax, penalty, encumbrance, damage, attorney’s fees and expense of every kind and nature which Indemnatee may suffer, expend or incur by reason or in consequence of Indemnatee's participation in the Project and/or Indemnatee's ownership of its member interest in the General Partner. This Indemnification does not cover any loss of the value of member interests in the General Partner.

2. The Indemnitor has agreed that the member interest may be redeemed for its fair market value, but not less than ~~\$3,000.00~~^{21.00} [\[this is the Put Price in Section 6.5 of the operating agreement\]](#), at the option of the Indemnatee at any time after the fifteenth (15th) anniversary of this Agreement. In addition, the Indemnitor shall have a right to re-purchase such

member interest at its option for an amount equal to its then-current fair market value at any time after the fifteenth (15th) anniversary of this Agreement.

3. Indemnatee shall not be required to proceed against the General Partner or any other entity involved in the Project prior to enforcing this Agreement.

4. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, and shall inure to the benefit of Indemnatee, and its successors and assigns.

5. This Agreement may be executed in several counterparts and so executed shall constitute one binding agreement on all parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year set forth above.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned have executed this Indemnity Agreement (Bonanza Project) this ____ the day of _____, 2019

NOTICE. CAPITOL HILL HOUSING IMPROVEMENT PROGRAM is organized pursuant to Seattle Municipal Code (SMC) Chapter 3.110 and RCW 35.21.660, 35.21.670 and 35.21.730-.755. RCW 35.21.750 provides as follows:

“All liabilities incurred by such public corporation, commission or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town or county creating such public corporation, commission or authority on account of any debts, obligations or liabilities of such public corporation, commission or authority.”

INDEMNITOR

CAPITOL HILL HOUSING IMPROVEMENT PROGRAM
a Washington public corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Indemnity Agreement (Bonanza Project) this ____ the day of _____, 2019

INDEMNITEE

SEATTLE CHINATOWN INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY

a Washington public corporation

By: _____

Name: Maiko Winkler-Chin_____

Title: Executive Director_____

RE: General Partnership Formation – Capitol Hill Housing and SCIDpda – Bonanza Project
Received: 26 March 2019
From: Jeff Nave – Foster Pepper

1. What are some of the potential risks of being a minority partner in this type of General Partner?

SCIDpda's capital contribution is set at \$21, so there is not a tremendous risk of loss of investment.

Section 3.2.3 of the LLC's operating agreement states that "no Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company" unless it agrees to do so, and that no member is obligated to make additional capital contributions to the LLC. The operating agreement does not require SCIDpda to make loans to the LLC.

Under the provisions of the Washington Limited Liability Company Act (chapter 25.15 RCW), SCIDpda would have liability with respect to LLC's obligations under the following circumstances:

- pursuant to RCW 25.15.061, SCIDpda would be personally liable for the LLC's acts, debts, obligations and liabilities to the extent that shareholders of a Washington business corporation would be liable in analogous circumstances, considering the factors and policies set forth in established case law with regard to piercing the corporate veil (except that the failure to hold meetings of members or the failure to observe formalities pertaining to the calling or conduct of meetings will not be a factor in such consideration if the certificate of formation and limited liability company agreement do not expressly require the holding of meetings of members);
- pursuant to RCW 25.15.126(3), SCIDpda would be personally liable for its own torts; and
- pursuant to RCW 25.15.196(2), a creditor of the LLC may be able to enforce SCIDpda's obligations to make capital contributions under the operating agreement if the creditor extends credit to the LLC before the operating agreement or the LLC's records are amended to reflect a compromise of SCIDpda's obligation to make such capital contributions.

The first of these might pose the greatest risk to SCIDpda under the circumstances. This risk can be addressed if the LLC maintains insurance in an amount that covers its potential tort risks.

Finally, the risk to SCIDpda's reputation is the hardest to quantify. Obviously, if the tax credit property is mismanaged, or suffers an unfortunate casualty, there is a potential for SCIDpda's name to appear in the press and be linked to the project. I believe the "put option" contained in Section 6.5(a)(vi) of the operating agreement (allowing SCIDpda to force the purchase of its member interest if the tax credit partnership violates a law and such violation is anticipated to adversely affect SCIDpda) is intended to address this risk.

2. What is expected to happen at Year 15?

The current draft of the operating agreement for the LLC addresses this in a few areas. Sections 5.1(a) and 6.5(a)(i) suggest that CHHIP anticipates that the project (or the investor's interest in the tax credit partnership) will be transferred to CHHIP or CHHIP's affiliate. Section 6.5(a) of the operating agreement provides SCIDpda with a "put option" to force CHHIP's affiliate to acquire SCIDpda's member interest for \$3,000. Section 3.4.2 of the operating agreement provides that the LLC has the right to purchase SCIDpda's member interest at any time after the 15th anniversary of the operating agreement for "fair market value". Theoretically, that redemption right could occur before the end of the compliance period, since the latter is measured from the beginning of the credit period, which may occur after the date of the operating agreement. In any case, the operating contemplates that SCIDpda will withdraw or be removed from the LLC at Year 15, with no expectation that SCIDpda will have any right to acquire the tax credit partnership's property.

3. What happens if SCIDpda would like to exit earlier than Year 15?

The "put option" contained in Section 6.5(a) of the operating agreement would allow SCIDpda to force CHHIP's affiliate to acquire SCIDpda's member interest for \$3,000 under limited circumstances before Year 15. These include: (1) if the LLC is required to repurchase the tax credit investor's interest in the tax credit partnership (which event only arises under bad circumstances); (2) the LLC is removed as the tax credit partnership's general partner; (3) if CHHIP could be removed "for cause" as the LLC's manager; (3) if the tax credit partnership transfers the project or loses the project to foreclosure; and (4) the tax credit partnership violates a law, regulation or order and such violation is anticipated to adversely affect SCIDpda.

Other than the exercise of its "put option" under the circumstances summarized in the previous paragraph, SCIDpda can transfer its interest (and thereby withdraw) only with consent from CHHIP's affiliate.

Of course, SCIDpda could decide to breach the agreement and transfer its interest to another party without consent of CHHIP's affiliate. That might be an option if SCIDpda requests consent to transfer, and CHHIP's affiliate acts unreasonably in denying such consent. Under such circumstances, a court might limit damages against SCIDpda on the basis that CHHIP's affiliate had an opportunity to limit its damages (i.e. by consenting to the transfer). That said, I assume CHHIP would consent to a transfer rather than burdening SCIDpda with involvement in a transaction it no longer has an interest pursuing.

Resolution 19-04-16-0__

RESOLUTIONS OF THE COUNCIL OF SEATTLE CHINATOWN-INTERNATIONAL DISTRICT PRESERVATION AND DEVELOPMENT AUTHORITY [BONANZA 1 GP LLC]

The undersigned Secretary of Seattle Chinatown-International District Preservation and Development Authority (the “Authority”), a public authority duly organized and existing under the laws of the City of Seattle and the State of Washington, hereby certifies that, at a meeting of the Council of the Authority held on _____, 2019, at which meeting a quorum was continuously present, the following resolutions were adopted, are now in full force and effect, and have not been modified or rescinded in any manner:

WHEREAS, the Authority was organized for the purpose, among others, of affording a structure to work for the conservation and renewal of the unique cultural and ethnic integrities characteristic of the area historically known as the Chinatown-International District of the City of Seattle, State of Washington, including fostering low-income housing;

WHEREAS, the Corporation has determined that it is consistent with its purposes to become a member of Bonanza 1 GP LLC, a Washington limited liability company (the “LLC”), which LLC serves as the general partner of Bonanza 1 LLLP, a Washington limited liability limited partnership (the “Partnership”), and which Partnership intends to acquire, rehabilitate, own, and operate: (i) 18th Avenue Apartments containing 9 units of affordable low-income housing; (ii) El Nor House containing 55 units of affordable/low-income housing; and (iii) Ponderosa Apartments containing 23 units of affordable/low-income housing, all of which located in Seattle, Washington (collectively, the “Projects” and singularly, a “Project”); and

WHEREAS, the Corporation will hold a 21% ownership interest in the LLC, CH Development Association, a Washington nonprofit corporation, will hold a 79% ownership in the LLC, and Capitol Hill Housing Improvement Program, a Washington nonprofit public corporation (“CHHIP”), will be the manager of the LLC.

NOW, THEREFORE, THE CORPORATION ADOPTS THE FOLLOWING RESOLUTIONS:

1. Authorize Execution of Amended and Restated Operating Agreement of Bonanza 1 GP LLC.

BE IT RESOLVED, that the Executive Director of the Authority, Maiko Winkler-Chin, or her designee (the “Executive Director”), is authorized, by a single signature, to execute and deliver the following documents:

1. Amended and Restated Operating Agreement of the LLC, the terms of which shall be negotiated and approved by the Executive Director in her discretion; and

2. Such other documents as may be necessary or convenient to establish in the name of the LLC such checking, savings and other accounts at such state or federally chartered banks as the manager of the LLC may determine from time to time.

2. Authorize CHHIP to Execute Documents.

BE IT RESOLVED, that in its capacity as the minority member of the LLC, the Authority hereby consents to CHHIP serving as the manager of the LLC, and in its capacity as the manager of the LLC to execute and deliver all such documents as may be required for the Partnership to acquire and finance the acquisition, rehabilitation and development of the Projects including, but not limited to, those documents which may be required by any Project lender and bond issuer and those documents which may be required to assume any existing financing on any or all of the Projects; provided, however, that CHHIP shall have no authority to take any action, without the express written consent of the Authority, to subject the Authority to any monetary obligation or liability whether direct or contingent.

3. General Resolutions Authorizing and Ratifying Other Actions.

BE IT RESOLVED, that the Executive Director is authorized to negotiate, execute and cause to be performed on behalf of the Authority, the LLC, and/or the Partnership, as the case may be, all agreements, certificates, and documents, and to take or authorize to be taken all actions contemplated in the foregoing resolutions and all such other agreements, certificates, documents and actions as she shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of the Executive Director on such document).

Jared Jonson, Board President

Date

Mindy, Au Board Secretary

Date

[Balance of Page Blank; Signature on Following Page]

SECRETARY'S CERTIFICATE

Casey Huang, Secretary of Seattle Chinatown-International District Preservation and Development Authority, a Washington public authority, does hereby certify and declare that the foregoing is a full, true and correct copy of the resolution duly passed and adopted by the Council of said authority at a meeting of said Council duly and regularly called, noticed and held on _____, 2019, at which meeting a quorum of the Council was present and voted in favor of said resolutions; that said resolutions are now in full force and effect; that there is no provision in the Charter or Rules and Regulations of said authority, limiting the power of the Council of said authority to pass the foregoing resolutions and that such resolutions are in conformity with the provisions of such Charter and Rules and Regulations.

IN TESTIMONY WHEREOF, I have hereunto set my hand as of _____, 2019.

Mindy Au, Secretary

Resolution 19-04-16-__

INCENTIVE COMPENSATION PLAN 2019

Seattle Chinatown International District Preservation and Development Authority (SCIDpda), a Washington public authority (Authority), currently employs approximately 85 full and part-time individuals. 52 of those 85 employees are part of our Senior Services programs which include assisted living, adult day services and community meal programs. These services will be transferred from SCIDpda to International Community Health Services (ICHS) during 2019. Because the transition is expected early in 2019, this Incentive Compensation Plan will not include the Senior Services employees.

The SCIDpda Board (Board) has long recognized and valued the SCIDpda skilled and committed staff. An employee must be a permanent employee who works full or part-time and has worked for SCIDpda over six (6) months in order to be eligible to participate in this Incentive Plan.

The Board established a strategic plan for the years 2017-2020. A goal of the strategic plan is to improve employee benefits. To that end, the Board is authorizing SCIDpda to make a contribution on behalf of each eligible employee to the Authority's 457B plan. The amount contributed per eligible employee will be 4% of the employee's salary/wages. Vesting of the SCIDpda contribution will be determined. The award date will be December 31, 2019 to employees who are employed as of that date. The amount will be funded into the 457B plan by March 31, 2020. The Board acknowledges the current 457B Plan will need to be amended for this additional benefit and authorizes the Deputy Director to work with SCIDpda's 457B provider to amend the Plan. The amended plan will be need to be approved by the Board.

Additionally, the Board desires to reward positive performance of the staff by providing an incentive to permanent staff for meeting and/or exceeding the specified Authority goals outlined in the strategic plan. The Board wishes to provide incentive compensation to all permanent eligible employees as of the award date.

For 2019, award date will be December 31, 2019.

For 2019, The Board wishes to provide incentive compensation if the following goals are met:

- **More Housing Units/Options**
 - Senior Services sustainability plan complete and implementation begun
- **CID Properties Better Serve the Community**
 - Identify/seek/create funding sources/opportunities for CID properties (our own and for the community)

- **More positive businesses**
 - Community Initiatives and Property Management work collaboratively to address goals of Attracting Positive Businesses and Creating Community Connections
- **Stronger Community Connections**
 - Begin training residents at SCIDpda-managed properties in emergency preparedness
- **PDA Buildings Financially Sustainable**
 - Meet budgets
 - NNN reconciliation transferred from Accounting to Property Management. Smooth handoff with accurate and timely billings.
- **PDA's Organization Sustainability Strengthened**
 - Develop 3 year budget planning model
 - Identify and document Key Performance Indicator metrics and measures for Property Management
 - Community Initiatives' staff transitions successfully implemented with minimal negative impact to programming and operations

The amount of award will be allocated based on a percentage of each employee's salary/wages. A tiered structure will be implemented with employees earning less than \$16.00/hour eligible for a maximum of 8% of the employee's salary/wages, employees earning between \$16.00/hour and \$30.00/hour eligible for a maximum of 6% of the employee's salary/wages and those employees earning over \$30.00/hour eligible for a maximum of 5% of the employee's salary/wages. These percentages are the maximum per range that may be distributed as incentive compensation. The total amount of incentive award for 2019 will be determined by recommendation of the Deputy Director to the Finance Committee who will review performance against goals and available cash for award payment.

We the Governing body of the SCIDpda, authorize and approve the Incentive Compensation Plan (Plan) for 2019 as outlined above. Further, we authorize the Deputy Director and the Finance Committee of the Board to make recommendations on the amount of award to be granted as of the award date listed in the Plan.

Board President

Date

Board Treasurer

Date

Resolution 19-04-16-_____

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

We, the Board of the Seattle Chinatown International District Preservation and Development Authority, approve the Amended 2019 Budget.

Board Chair

Date

Board Secretary

Date

PDA Reporting Comparative 2019 Budgets

	PDA Admin	Community Initiatives	HHC	Properties	Property Mgmt/Maint	Senior Services (2mo)	Other Legal Holdings	Amended
	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget
REVENUE								
RENT INCOME								
Rent (net of vacancies)			89,543	4,523,090		409,396		5,022,029
Concessions and Bad Debt				(5,177)		(3,950)		(9,127)
NET RENT INCOME			89,543	4,517,913		405,446		5,012,902
TOTAL OTHER RENTAL INCOME				217,764		-		217,764
TOTAL SERVICE INCOME	132,390			17,902	1,125,876	158,097		1,434,265
TOTAL OTHER INCOME	29,400	10,000	4,800	49,501		559		94,260
TOTAL INTEREST INCOME	50,000			133,162		25	978	184,165
Grants		670,110		19,000				689,110
LESS Grant Program Expense	(24,150)	(550,475)						(574,625)
Other Fundraising	140,000	121,329				802		262,131
NET FUNDRAISING INCOME	115,850	240,964		19,000				375,814
TOTAL REVENUE	327,640	250,964	94,343	4,955,242	1,125,876	564,929	978	7,319,972
EXPENSES								
ADMINISTRATIVE								
Professional Fees & Consulting	167,952	2,500	1,750	70,979			14,560	257,741
Rent Expense	31,428	13,200	38,256	875,639	8,820	39,274	(844,139)	162,478
Salaries, Wages, & Training	716,413	304,360	59,352	221,792	987,617	361,783		2,651,316
Other Admin Expenses	137,336	(760)	17,750	48,352	19,713	10,249	233	232,873
TOTAL ADMINISTRATIVE	1,053,130	319,300	117,108	1,216,761	1,016,150	411,306	(829,346)	3,304,408
TOTAL MANAGEMENT FEE	2,400	600	5,674	346,199	67,552	33,663		456,088
TOTAL MAINTENANCE	20,701		18,718	326,608	14,750	33,146		413,922
TOTAL UTILITIES	20,304		20,000	420,187		31,847		492,338
TOTAL TAXES	723	192	390	27,998		498		29,800
TOTAL INSURANCE	18,005		1,992	92,547		5,510		118,054
TOTAL PROGRAM EXPENSES						64,661		64,661
TOTAL OPERATING EXPENSES	1,115,262	320,092	163,882	2,430,300	1,098,452	580,631	(829,346)	4,879,272
NOI BEFORE DEBT SERVICE & GROUND LEASE	(787,623)	(69,128)	(69,539)	2,524,943	27,424	(15,702)	830,324	2,440,700
TOTAL DEBT SERVICE & GROUND LEASE				453,254			266,957	720,211
NOI AFTER DEBT SERVICE & GROUND LEASE	(787,623)	(69,128)	(69,539)	2,071,689	27,424	(15,702)	563,367	1,720,489
TOTAL OTHER EXPENSES				(1,301,184)			3,000	(1,298,184)
NET INCOME BEFORE DEPR & AMORT	(787,623)	(69,128)	(69,539)	3,372,873	27,424	(15,702)	560,367	3,018,673
TOTAL DEPRECIATION & AMORTIZATION	35,556		43,826	1,045,151		12,328	348,808	1,485,669
NET INCOME	(823,179)	(69,128)	(113,365)	2,327,722	27,424	(28,030)	211,559	1,533,004
NET INCOME (excl TDRs)				1,082,264				287,546

PDA Reporting Comparative 2019 Budgets

	PDA Admin	Community Initiatives	HHC	Properties	Property Mgmt/Maint	Senior Services (2mo)	Other Legal Holdings	Amended
	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget	2019 Budget
CASH RECEIPTS/(DISBURSEMENTS AND RESTRICTION OF TDR FUNDS)								
NON-OPERATING/RESERVE AND CAPITAL ACCOUNTS								
Operating Reserve Account #1				(19,772)		-		(19,772)
Replacement Reserve Account #1				(140,608)		-	(2,376)	(142,983)
Replacement Reserve Recovery				83,201		-		83,201
TDR Sale (Bush) - Restricted Reserves				(1,245,458)				(1,245,458)
Reserve Funds from Bonds				(16,154)				(16,154)
Capital Activity	(1,166,687)			(408,500)				(1,575,187)
Capital Payments From Reserves				398,672				398,672
TOTAL RESERVE AND CAPITAL	(1,166,687)	-	-	(1,348,619)	-	-	(2,376)	(2,517,681)
DEBT								
Loan Payable	-			(824,519)			(217,313)	(1,041,832)
Pre-Development Funding Sources	1,238,610							1,238,610
Note Payable				(146,027)			-	(146,027)
TOTAL DEBT	1,238,610	-	-	(970,546)	-	-	(217,313)	50,751
OTHER								
Other Receivables - Long Term				101,250			-	101,250
Senior Services Asset Sale	148,094							148,094
Senior Services PTO Payout						(132,000)		(132,000)
TOTAL OTHER	148,094	-	-	101,250	-	(132,000)	-	117,344
Total Cash Adjustments	220,017	-	-	(2,217,915)	-	(132,000)	(219,689)	(2,349,587)
Non Cash/Other Items								
Depreciation and Amortization	35,556		43,826	1,045,151		12,328	348,808	1,485,669
TOTAL NON CASH ITEMS ADDED BACK	35,556	-	43,826	1,045,151	-	12,328	348,808	1,485,669
TOTAL ADJUSTMENTS FOR CASH FLOW	255,573	-	43,826	(1,172,764)	-	(119,672)	129,119	(863,918)
CASH FLOW	(567,606)	(69,128)	(69,539)	1,154,958	27,424	(147,702)	340,679	669,086

PDA Reporting Comparative 2019 Budgets

	Amended 2019 Budget	Previously Approved 2019 Budget	Change	Notes
REVENUE				
RENT INCOME				
Rent (net of vacancies)	5,022,029	5,059,604	(37,575)	
Concessions and Bad Debt	(9,127)	(8,950)	(177)	
NET RENT INCOME	5,012,902	5,050,654	(37,752)	Corrected previously duplicated CMP rents
TOTAL OTHER RENTAL INCOME	217,764	217,764	-	
TOTAL SERVICE INCOME	1,434,265	1,586,526	(152,262)	Correction due to LH transition
TOTAL OTHER INCOME	94,260	93,826	434	
TOTAL INTEREST INCOME	184,165	184,152	13	
Grants	689,110	689,110	-	
LESS Grant Program Expense	(574,625)	(574,625)	-	
Other Fundraising	262,131	261,329	802	
NET FUNDRAISING INCOME	375,814	375,814	-	
TOTAL REVENUE	7,319,972	7,508,736	(188,764)	
EXPENSES				
ADMINISTRATIVE				
Professional Fees & Consulting	257,741	257,740	-	
Rent Expense	162,478	162,214	(264)	
Salaries, Wages, & Training	2,651,316	2,667,035	15,719	Salary increases and adjustments for timing
Other Admin Expenses	232,873	232,857	(16)	
TOTAL ADMINISTRATIVE	3,304,408	3,319,846	15,438	
TOTAL MANAGEMENT FEE	456,088	459,821	3,733	
TOTAL MAINTENANCE	413,922	393,732	(20,190)	P8 Office Move \$15k added
TOTAL UTILITIES	492,338	492,273	(65)	
TOTAL TAXES	29,800	29,802	-	
TOTAL INSURANCE	118,054	118,054	0	
TOTAL PROGRAM EXPENSES	64,661	62,206	(2,455)	
TOTAL OPERATING EXPENSES	4,879,272	4,875,734	(3,538)	
NOI BEFORE DEBT SERVICE & GROUND LEASE	2,440,700	2,633,002	(192,303)	
TOTAL DEBT SERVICE & GROUND LEASE	720,211	720,211	-	
NOI AFTER DEBT SERVICE & GROUND LEASE	1,720,489	1,912,792	(192,303)	
TOTAL OTHER EXPENSES	(1,298,184)	(2,669,525)	(1,371,341)	TDR adjustments
NET INCOME BEFORE DEPR & AMORT	3,018,673	4,582,317	(1,563,644)	
TOTAL DEPRECIATION & AMORTIZATION	1,485,669	1,485,511	(158)	
NET INCOME	1,533,004	3,096,806	(1,563,802)	
NET INCOME (excl TDRs)	287,546	396,806	(109,260)	

PDA Reporting Comparative 2019 Budgets

	Amended 2019 Budget	Previously Approved 2019 Budget	Change	Notes
CASH RECEIPTS/(DISBURSEMENTS AND RESTRICTION OF TDR FUNDS)				
NON-OPERATING/RESERVE AND CAPITAL ACCOUNTS				
Operating Reserve Account #1	(19,772)	(35,721)		Consolidate operating reserves to SCID for investment
Replacement Reserve Account #1	(142,983)	(177,983)		
Replacement Reserve Recovery	83,201	118,201		Adjust replacement reserve recovery
TDR Sale (Bush) - Restricted Reserves	(1,245,458)	(2,700,000)		TDR adjustments
Reserve Funds from Bonds	(16,154)	(16,154)		
Capital Activity	(1,575,187)	(1,575,187)		
Capital Payments From Reserves	398,672	398,672		
TOTAL RESERVE AND CAPITAL	(2,517,681)	(3,988,172)	1,470,491	
DEBT				
Loan Payable	(1,041,832)	(1,041,832)		
Pre-Development Funding Sources	1,238,610	1,236,930		
Note Payable	(146,027)	(146,027)		
TOTAL DEBT	50,751	49,071	1,680	
OTHER				
Other Receivables - Long Term	101,250	101,250		
Senior Services Asset Sale	148,094			Sale of LH assets not previously budgeted
Senior Services PTO Payout	(132,000)	(150,000)		PTO hrs previously estimated, amended reflects actuals
TOTAL OTHER	117,344	(48,750)	166,094	
Total Cash Adjustments	(2,349,587)	(3,987,851)	1,638,265	
Non Cash/Other Items				
Depreciation and Amortization	1,485,669	1,485,511		
TOTAL NON CASH ITEMS ADDED BACK	1,485,669	1,485,511	158	
TOTAL ADJUSTMENTS FOR CASH FLOW	(863,918)	(2,502,340)	1,638,423	
CASH FLOW	669,086	594,465	74,621	

Board Expectations

Time: As a board member, sharing your knowledge, opinions and experiences are important to the organization. Members need to be present at no less than 75% of Board Meetings, 50% of their committee meetings and one annual retreat. On an annual basis, there are typically twelve full board meetings and three to six meetings per committee (each board member will be asked to serve on a minimum of one committee). Executive Committee members participate at an additional four to six meetings per year.

Financial: Each member is expected to make a personal financial contribution. The amount is not as important as the fact that every board member makes an annual commitment. A 100% commitment rate is often a prerequisite for foundations to make contributions.

Development: In addition to making a personal financial commitment, Board members are expected to periodically assist the staff in raising funds. Board members are also expected to support and contribute to fundraising events, and invite potential donors to Galas and other fundraising events.

Ambassadors: Board members are expected to be visible in the community and express support for SCIDPDA and its mission. Board members are invited and actively encouraged to participate in ID Chinatown community, organizational and/or special events.

Expertise: Many Board members represent business, professional backgrounds and/or technical expertise that help guide the staff in carrying out their responsibilities.

Create Opportunities: Members help by opening doors in the community and find opportunity for SCIDPDA to partner and/or acquire development projects.

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Governance: The Board is legally responsible for SCIDPDA. Board members bring independence and objectivity that insures SCIDPDA is in compliance with its Bylaws, continuously operates in the best interests of the community and is accountable to its many supporters, constituents, and Seattle City Government.

Policy: Collectively, the members are responsible for setting the broad corporate policies. The Board delegates implementation of policy to the Executive Director who is ultimately responsible for the operations, programs and services.

Conduct: Both as individual board members and as the Board of Directors of SCIDPDA, complete integrity is expected. Individual Board members are expected to disclose all potential conflicts of interest as per the Bylaws. In addition to monitoring board conduct, the Board is responsible for monitoring the conduct of the Executive Director who is responsible for monitoring the conduct of staff.

Evaluation: Members of the Board of Directors are expected to evaluate the performance of the Board of Directors. The Board or its designated committee is expected to evaluate the performance of the Executive Director. Collectively, the Executive Director and Board of Directors are expected to evaluate the performance of the overall organization.

Planning: The Board is most effective when it is involved in the Organizational planning process. This planning process involves reviewing past performance, identification of strengths, needs assessment and development of organizational goals. **Participation in retreats and planning sessions is critical.**

Board Member Evaluation Process

Part I

EXECUTIVE DIRECTOR SCHEDULES ONE ON ONE TIME WITH EACH BOARD MEMBER

- A. Review data related to activity in categories (Attendance/participation)
 - **Time and Expertise:** Board and committee meeting attendance; volunteer hours
 - **Financial and Development:** Personal financial support and fundraising event support
 - **Ambassadors:** Attend public organizational events and SCIDPDA supported events
 - **Create Opportunities:** Fundraising and program impact (e.g. real estate development or purchase opportunities)
- B. Consider board member engagement in 5 categories
 1. **Governance**
 2. **Policy**
 3. **Conduct**
 4. **Evaluation**
 5. **Planning**

Part II

Executive Committee Review

- Exec Director makes recommendations to Executive Committee
- Report board members' achievement of Board Expectations
- Update status of all Board terms and make recommendations
- Recommend Committee leadership

Committee reviews and affirms board membership and leadership

- Approve new board terms
- Affirm committee leadership
- Communicate board membership and leadership to board members
- Board vote at Scheduled Full Board Meeting

Purpose

Contribute to the success of SCIDpda. Help the SCIDpda fulfill its Mission

Responsibilities

- **Educate yourself about SCIDpda** programs, services, operations and our constituent's needs, in order to make informed decisions.
- **Establish policy.** Analytically and critically review organizational plans in terms of strategic direction, program operations, financial resources, and key personnel. Participate in organizational decision-making.
- **Provide oversight** of the organization, its programs and structure. Hire, monitor, evaluate and support the Executive Director. Participate in the management of the Board's affairs and its individual members' performances.
- **Monitor the organization's fiscal health** and internal controls. Review the organization's financial reports and approve the annual audited financial statements.
- **Discuss and advise on new initiatives, programs and projects.**
- **Participate in Board recruitment** by suggesting/cultivating candidates. If you resign from the Board before your term has expired, participate in recruiting your replacement.

Meeting Attendance

- Attend 75% of monthly meetings.
- Actively participate on advisory committees
- Participate in the annual Board retreat

I commit to supporting the following fundraising and marketing activities:

- **Annual Board Giving Campaign**
I pledge to make a personal contribution of \$ _____ during the year.
Board members are asked to make a pledge that is significant to them; historically, the suggested amount is \$1,000.
- **Signature Fundraising Event**
 - Attend event. Invite at least 10 friends/associates. Assist staff and Board on planning
- **Raise SCIDpda's visibility in the community**
I will cultivate the following constituents:

Name: _____

Organization: _____

Name: _____

Organization: _____

Name: _____

Organization: _____

My signature below affirms my commitment to the expectations above.

Board Member's Signature

Date

Print Name

SCIDPDA STRATEGIC PLAN 2017 – 2020

Mission: To preserve, promote and develop the Chinatown International District (CID) as a vibrant community and unique ethnic neighborhood.

2020 Vision: Through its stewardship of the physical and social environments of the CID, including Little Saigon, the PDA has created:

- **a more affordable community** with new housing options for residents of all ages and incomes
- **a more economically thriving community** with new business entrepreneurship alongside long time home-grown mom and pop stores
- **a more safe, walkable, livable, community** that offers services, amenities and supports for all who live, work and play in the neighborhood
- **a more socially connected community** that comes together to preserve the unique neighborhood legacy and cultural identity
- **a model for attracting, developing and retaining its own workforce** as a vital community asset

Values: collaboration, equity, integrity, stewardship

Objectives:

1. More housing units and options are available for all ages and income levels
2. CID properties better serve the community
3. More positive business and increased commercial occupancy exists in the CID for greater economic vitality and public safety.
4. The CID has stronger communities and sense of public safety is improved
5. PDA's buildings are more financially sustainable and prepared for the long term
6. PDA's organization and human resources sustainability is strengthened.

Implementing our 2020 Vision:

OBJECTIVE	STRATEGY	METRICS	RESPONSIBLE
1. More housing units and options	<p>A. Target affordable / workforce development sites</p> <p>B. Proactively influence projects per PDA objectives y</p> <p>C. Ensure affordability and access for low income elders for aging in place</p>	<ul style="list-style-type: none"> Target 100 units for 60-100% AMI Target 50 2-3 bedroom units Little Saigon property purchased Charles St negotiated Louisa under construction Senior services sustainability plan created and implementation underway 	<ul style="list-style-type: none"> RE Senior Services IDEA Space
2. CID properties better serve the community	<p>A. influence policies, funding and tools for unreinforced masonry rules</p> <p>B. Provide services to assist in maintaining historic properties and meeting codes</p>	<ul style="list-style-type: none"> Tools created Owners aware of government requirements (10-15), educated (8) and feasibility analysis conducted (2) Republic Hotel redevelopment plan and underway Influence design/tenancy/ control of Asian Plaza, Bush Garden & Panama 	<ul style="list-style-type: none"> RE team IDEA Space
3. More positive businesses	<p>A. Set commercial standards</p> <p>B. Influence other CID owners</p> <p>C. Foster stronger CID businesses through TA network</p>	<ul style="list-style-type: none"> Increase of positive businesses on Jackson Street business corridor Ongoing/multi-year funding source for retail recruiter CID owners aware/using business TA 	<ul style="list-style-type: none"> Property Management, IDEA space
4. Stronger community connections	<p>A. Improve underused spaces</p> <p>B. Activate public spaces</p> <p>C. Influence public safety-related investments</p> <p>D. Increase community connections and awareness</p>	<ul style="list-style-type: none"> Canton & Maynard alleys paved and activated Annual Public Safety CID progress tracking and action planning 	<ul style="list-style-type: none"> IDEA space Property Management
5. PDA's buildings are financially sustainable	<p>A. Fully lease PDA's commercial space</p> <p>B. Create long term preservation capacity</p>	<ul style="list-style-type: none"> Bush basement, 2nd floor & NC basement 75% leased Commercial space sustainability plan created 	<ul style="list-style-type: none"> Property Management LoB Leads
6. PDA's organizational sustainability strengthened	<p>A. Overall financial SCIDpda sustainability</p> <p>B. Broaden staff knowledge base skill set</p> <p>C. Develop systems for recruiting ,/retaining and succession planning</p> <p>D. Foster key relationships relevant for PDA sustainability</p>	<ul style="list-style-type: none"> Develop 3 year planning model Cross training and rotation plan for targeted employees Increased # of staff with targeted capacities Policy and Procedure manuals Clear succession plan for top 3 tiers 	<ul style="list-style-type: none"> Board Finance/Accounting Human Resources Line of Business Leads

2019 Line of Business Goals

Proposed 2019 Incentive Plan Goals

tied specifically to Strategic Plan

- **More Housing Units/Options**
 - Senior Services sustainability plan complete and implementation begun
- **CID Properties Better Serve the Community**
 - Identify/seek/create funding sources/opportunities for CID properties (our own and for the community)
- **More positive businesses**
 - Community Initiatives and Property Management work collaboratively to address goals of Attracting Positive Businesses and Creating Community Connections
- **Stronger Community Connections**
 - Begin training residents at SCIDpda-managed properties in emergency preparedness
- **PDA Buildings Financially Sustainable**
 - Meet budgets
 - NNN reconciliation transferred from Accounting to Property Management. Smooth handoff with accurate and timely billings.
- **PDA's Organization Sustainability Strengthened**
 - Develop 3 year budget planning model
 - Identify and document Key Performance Indicator metrics and measures for Property Management
 - Community Initiatives' staff transitions successfully implemented with minimal negative impact to programming and operations

Other Goals by Line of Business

Real Estate Development - Mike Omura

- Move forward with at least one new development project that is underway in pre-construction in 2019
- Identify at least one new development project to be started in 2019 -2020
- Continue to explore fee for service consultation and technical assistance market
- Strategically utilize Mike's time to maximize benefit to SCIDpda
- Begin transition of Mike's tasks to others in organization
- Complete all projects on time and within budget
- Work closely with other departments Community Initiatives and Property Management to provide technical assistance and guidance

Community Initiatives - Jamie Lee

- Explore CDFIs as a potential finance options for rehabilitation of buildings
- Conduct environmental remediation for specific sites in the neighborhood – in support of Real Estate Development
- Influence design/tenancy/control of non-pda projects – Acme Farms
- Work more closely with Property Management to fill vacant spaces in key locations
- Continue business technical assistance work
- Continue alley projects

Hing Hay Coworks

- Sustain occupancy and positive programing

Fundraising and Communications

- Annual/signature fundraiser revenue @ \$110k gross, \$85k net
- Unsolicited donation @ \$2K
- General operating grant revenue @ \$10k
- various marketing endeavors, including website re-development, and the creation of various digital and print assets thru a mixture of staff expertise and contracted work (design, video, photo).

PDA Properties - Julie Neilson

- Open HUD Wait List
- Update Property Management policies and procedures
- Update leases
- Identify new performance indicators and track progress
- Develop Yardi manual