



SEATTLE CITY COUNCIL

Legislative Summary

CB 119078

Record No.: CB 119078

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125420

In Control: City Clerk

File Created: 09/05/2017

Final Action: 09/29/2017

Title: AN ORDINANCE relating to Historic Seattle Preservation and Development Authority (“HSPDA”), a public corporation chartered by The City of Seattle; authorizing the Director of the Office of Intergovernmental Relations to enter into agreements with King County and the cities located within King County to permit HSPDA to exercise its chartered authority in such jurisdictions using Preservation Action Fund proceeds; authorizing the Director of the Office of Intergovernmental Relations, after receiving authorization by resolution, to enter into future agreements with King County and other cities located in King County consenting to a request from HSPDA to exercise its chartered authority in such jurisdictions; and extending the City’s powers, authorities, and rights regarding public corporations and authorities beyond the city limits for the projects within HSPDA’s chartered authority.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Burgess

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - List of King County Cities Eligible for Preservation Action Fund Projects, Att 2 - PAF Agreement, Att 3 - Future Projects Agreement

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	09/05/2017	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							
Notes:							

- | | | | | | |
|---|--|--|---------------------------------|--|------|
| 1 | Council President's Office | 09/07/2017 | sent for review | Affordable Housing, Neighborhoods, and Finance Committee | |
| | Action Text: | The Council Bill (CB) was sent for review. to the Affordable Housing, Neighborhoods, and Finance Committee | | | |
| | Notes: | | | | |
| 1 | Full Council | 09/11/2017 | referred | Affordable Housing, Neighborhoods, and Finance Committee | |
| 1 | Affordable Housing, Neighborhoods, and Finance Committee | 09/15/2017 | pass | | Pass |
| | Action Text: | The Committee recommends that Full Council pass the Council Bill (CB). | | | |
| | Notes: | In Favor: 2 Chair Burgess, Member Johnson
Opposed: 0 | | | |
| 1 | Full Council | 09/25/2017 | passed | | Pass |
| | Action Text: | The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 7 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember O'Brien, Councilmember Sawant
Opposed: 0 | | | |
| 1 | City Clerk | 09/28/2017 | submitted for Mayor's signature | Mayor | |
| 1 | Mayor | 09/29/2017 | Signed | | |
| 1 | Mayor | 09/29/2017 | returned | City Clerk | |
| 1 | City Clerk | 09/29/2017 | attested by City Clerk | | |
| | Action Text: | The Ordinance (Ord) was attested by City Clerk. | | | |
| | Notes: | | | | |
-

CITY OF SEATTLE

ORDINANCE 125420

COUNCIL BILL 119078

AN ORDINANCE relating to Historic Seattle Preservation and Development Authority (“HSPDA”), a public corporation chartered by The City of Seattle; authorizing the Director of the Office of Intergovernmental Relations to enter into agreements with King County and the cities located within King County to permit HSPDA to exercise its chartered authority in such jurisdictions using Preservation Action Fund proceeds; authorizing the Director of the Office of Intergovernmental Relations, after receiving authorization by resolution, to enter into future agreements with King County and other cities located in King County consenting to a request from HSPDA to exercise its chartered authority in such jurisdictions; and extending the City’s powers, authorities, and rights regarding public corporations and authorities beyond the city limits for the projects within HSPDA’s chartered authority.

WHEREAS, The City of Seattle chartered the Historic Seattle Preservation and Development Authority (“HSPDA”) in 1974 and its current general purposes are to preserve and enhance the historic heritage of the City of Seattle and specific purposes of, among other things, restoration of historic structures, enhancement of cultural aspects and activities of all types, development of residential and transient housing for all income levels, development of a balanced pattern of transportation and pedestrian areas, improvement of landscaping and open spaces in public areas, and creation of residential-commercial neighborhoods with high standards of environment and quality of life in a diversified urban situation; and

WHEREAS, the HSPDA Charter provides that HSPDA may conduct activities consistent with its chartered purposes outside Seattle where The City of Seattle and the jurisdiction in which the activities will be performed consent by agreement; and

WHEREAS, HSPDA has a long history of successfully fulfilling its purposes; and

1 WHEREAS, by King County Ordinances 18181 and 18441, King County authorized the King
2 County Executive to enter into an agreement between King County and 4Culture to
3 provide direct funding resulting from the issuance and sale of King County bonds for,
4 among other things, the acquisition, stabilization, or redevelopment of significant but
5 endangered historic properties located within King County but outside of the City of
6 Seattle (“Preservation Action Fund projects”); and

7 WHEREAS, the agreement between King County and 4Culture anticipates that 4Culture and
8 HSPDA will collaborate in the implementation of the Preservation Action Fund projects,
9 with HSPDA (1) acquiring, (2) executing rehabilitation, and (3) divesting itself of
10 Preservation Action Fund projects and properties, all as consistent with HSPDA’s
11 chartered purposes and the Preservation Action Fund project parameters; and

12 WHEREAS, King County has identified the 35 specific cities in King County and areas in
13 unincorporated King County likely to be recipients of Preservation Action Fund project
14 funding (“PAF Projects”); and

15 WHEREAS, HSPDA anticipates in the near future for there to be additional non-PAF projects
16 consistent with its chartered purposes but located outside of the City of Seattle
17 (collectively, “Future Projects”); and

18 WHEREAS, RCW 35.21.740 provides that a public development authority may not operate
19 outside of the boundaries of the establishing city unless that city enters into an agreement
20 with another city or county; and

21 WHEREAS, Seattle Municipal Code subsection 3.110.170.B states: “If authorized by its charter
22 to do so, a public corporation may undertake projects and activities or perform acts
23 outside the limits of the city only in those areas of another jurisdiction whose governing

1 body by agreement with the City consents thereto” and the HSPDA charter so authorizes;

2 and

3 WHEREAS, the PAF Projects and the Future Projects will result in important restoration and

4 enhancement of properties, including the development of residential and transient

5 housing for all income levels, in incorporated and unincorporated areas throughout King

6 County, which is in the interests of The City of Seattle, King County, and the affected

7 municipalities; NOW, THEREFORE,

8 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

9 Section 1. The Director of the Office of Intergovernmental Relations (“Director”), or the
10 Director’s designee, is authorized, for and on behalf of The City of Seattle, to enter into

11 agreements with King County and the cities identified on Attachment 1 to this ordinance (the

12 Preservation Action Fund (“PAF”) Cities), substantially in the form attached to this ordinance as

13 Attachment 2 (“PAF Agreement”), with any modifications or amendments that the Director

14 deems necessary to implement the purposes of the PAF Agreement subject to the requirements of

15 this Section 1. The purposes of the PAF Agreement are to consent to a request from Historic

16 Seattle Preservation and Development Authority (“HSPDA”), a Seattle public corporation, to

17 participate in PAF projects in unincorporated King County and the PAF Cities, and to extend the

18 City’s powers, authorities, and rights regarding public corporations and authorities under state

19 law outside the limits of the City for HSPDA’s activities related to such projects. HSPDA shall,

20 in making a PAF Agreement request, provide the Director a resolution of its Board of Directors

21 certifying the Board’s authorization of a PAF project in King County or the PAF Cities deemed

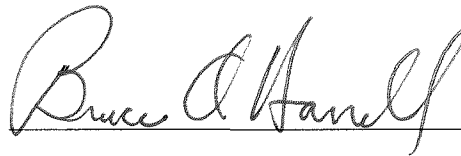
22 to be consistent with HSPDA’s chartered purpose.

1 Section 2. Upon authorization by the City Council of Seattle by resolution, the Director
2 or the Director's designee is authorized, for and on behalf of The City of Seattle, to enter into
3 agreements with King County and other cities or towns located in King County substantially in
4 the form attached as Attachment 3 ("Future Project Agreement"), with any modifications or
5 amendments that such Director deems necessary to implement the purposes of the Future Project
6 Agreement subject to the requirements of this Section 2. The purposes of the Agreement are to
7 consent to a request from HSPDA, a Seattle public corporation, to participate in the development
8 of Future Projects consistent with HSPDA's chartered purposes in such King County
9 jurisdiction, and to extend the City's powers, authorities, and rights regarding public
10 corporations and authorities under state law outside the limits of the City for HSPDA's activities
11 related to such projects. HSPDA shall, in making an Agreement request, provide to the Director
12 a resolution of its Board of Directors certifying the Board's authorization of a project in the
13 relevant city or town deemed to be consistent with HSPDA's chartered purpose.

14

1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 25th day of September, 2017,
5 and signed by me in open session in authentication of its passage this 25th day of
6 September, 2017.

7 

8 President _____ of the City Council

9 Approved by me this 29th day of September, 2017.

10 

11 Tim Burgess, Mayor

12 Filed by me this 29th day of September, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – List of King County Cities Eligible for Preservation Action Fund Projects

18 Attachment 2 – PAF Agreement

19 Attachment 3 – Future Projects Agreement

20

Attachment 1

LIST OF KING COUNTY CITIES ELIGIBLE FOR
PRESERVATION ACTION FUND PROJECTS

Algona

Auburn

Beaux Arts Village

Bellevue

Black Diamond

Bothell

Burien

Carnation

Clyde Hill

Covington

Des Moines

Duvall

Enumclaw

Federal Way

Hunts Point

Issaquah

Kenmore

Kent

Kirkland

Lake Forest Park

Maple Valley

Medina

Mercer Island

Milton

Newcastle

Normandy Park

North Bend

Pacific

Redmond

Renton

Sammamish

SeaTac

Shoreline

Skykomish

Snoqualmie

Tukwila

Woodinville

Yarrow Point

Attachment 2

PAF AGREEMENT

THIS AGREEMENT is entered into between _____, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as “_____,” and The City of Seattle, a Washington municipal corporation, hereinafter referred to as “Seattle”, each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, The City of Seattle (“Seattle”) chartered HSPDA in 1974 and its current general purposes are to preserve and enhance the historic heritage of the city of Seattle and its specific purposes are, among other things, restoration of historic structures, enhancement of cultural aspects and activities of all types, development of residential and transient housing for all income levels, development of a balanced pattern of transportation and pedestrian areas, improvement of landscaping and open spaces in public areas, and creation of residential-commercial neighborhoods with high standards of environment and quality of life in a diversified urban situation; and

WHEREAS, HSPDA has a long history of successfully fulfilling its purposes; and

WHEREAS, by King County Ordinances 18181 and 18441, King County authorized the King County Executive to between King County and 4Culture to provides direct funding resulting from the issuance and sale of King County bonds for, among other things, the acquisition, stabilization, or redevelopment of significant but endangered historic properties

located within King County but outside Seattle city limits (“Preservation Action Fund projects”);
and

WHEREAS, the agreement between King County and 4Culture anticipates that 4Culture and HSPDA will collaborate in the implementation of the Preservation Action Fund projects, with HSPDA (1) acquiring, (2) executing rehabilitation, and (3) divesting itself of Preservation Action Fund projects and properties, all as consistent with HSPDA’s chartered purposes and the Preservation Action Fund project parameters; and

WHEREAS, HSPDA has identified certain Preservation Action Fund projects consistent with HSPDA’s chartered purposes in _____ (“PAF Projects”); and

WHEREAS, HSPDA is a public corporation established under Seattle Municipal Code Chapter 3.110; and

WHEREAS, Seattle Municipal Code Section 3.110.170 states in part: “If authorized by its charter to do so, a public corporation may undertake projects and activities or perform acts outside the limits of the City only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto,” and the HSPDA Charter so authorizes; and

WHEREAS, Seattle Municipal Code subsection 3.110.070.B provides that “No public corporation may incur or create any liability that permits recourse by any contracting party or member of the public to or upon any assets, services or credit of the City.”; and

WHEREAS, both _____ and The City of Seattle desire to facilitate HSPDA’s undertaking of the PAF Projects; and

WHEREAS, by Ordinance _____ the City Council of Seattle authorized the Director of the Office of Intergovernmental Relations to enter into this agreement with _____ to enable HSPDA to perform the activities described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, THE PARTIES AGREE AS FOLLOWS:

1. Consents

_____ and The City of Seattle (“Seattle”) each consent to Historic Seattle Preservation and Development Authority (“HSPDA”), a public corporation chartered by Seattle, participating in the PAF Projects located outside Seattle city limits in _____, which may include, without limitation, HSPDA (1) acquiring, (2) executing rehabilitation, and (3) divesting itself of Preservation Action Fund projects and properties. The consent provided in this Agreement is intended to satisfy the conditions of Seattle Municipal Code Section 3.110.170 and the Charter of HSPDA for actions outside Seattle corporate limits, and does not constitute approval of any components of such projects that may be required by any local, state, or federal law or regulation.

2. Powers and Authority

Pursuant to RCW 35.21.740, _____ and Seattle agree that with respect to all activities of HSPDA related to such projects and all related property interests now or hereafter held by HSPDA, the powers, authorities, and rights of Seattle to establish, to confer power and authority upon, and to exercise authority over, a public corporation or authority, as expressly or impliedly granted pursuant to RCW 35.21.730 through 35.21.755, shall be operable, applicable,

and effective in _____, so that HSPDA shall have the same powers, authority, and rights with respect to such activities as HSPDA has within the corporate limits of Seattle, and shall be subject to the same Seattle ordinances and authority of Seattle.

3. Duration

This Agreement and the consents herein shall take effect when both parties have signed this Agreement, and shall remain in effect so long as the corporate existence of HSPDA continues, unless and until modified or terminated by written agreement of _____ and Seattle.

4. Miscellaneous

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. Nothing in this Agreement shall impose any obligation, liability, or responsibility on _____ for any liability, action, or omission of HSPDA. The parties agree that any action by HSPDA, or subsequent agreement between HSPDA and _____, allowed by this agreement will not result in any obligation, liability, or responsibility for Seattle.

CITY: _____:

The City of Seattle _____

By: _____ By: _____

Date: _____ Date: _____

Attachment 3

FUTURE PROJECTS AGREEMENT

THIS AGREEMENT is entered into between _____, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as “_____,” and The City of Seattle, a Washington municipal corporation, hereinafter referred to as “Seattle”, each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, The City of Seattle chartered HSPDA in 1974 and its current general purposes are to preserve and enhance the historic heritage of the city of Seattle and its specific purposes are, among other things, restoration of historic structures, enhancement of cultural aspects and activities of all types, development of residential and transient housing for all income levels, development of a balanced pattern of transportation and pedestrian areas, improvement of landscaping and open spaces in public areas, and creation of residential-commercial neighborhoods with high standards of environment and quality of life in a diversified urban situation; and

WHEREAS, HSPDA has a long history of successfully fulfilling its purposes; and

WHEREAS, an important component of HSPDA’s mission is to provide for restoration and enhancement of properties, including the development of residential and transient housing for all income levels; and

WHEREAS, HSPDA has identified certain specific mission-driven projects in _____ and anticipates additional projects in the near future (collectively, “Projects”); and

WHEREAS, HSPDA is a public corporation established under Seattle Municipal Code Chapter 3.110; and

WHEREAS, Seattle Municipal Code Section 3.110.170 states in part: “If authorized by its charter to do so, a public corporation may undertake projects and activities or perform acts outside the limits of the City only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto,” and the HSPDA Charter so authorizes; and

WHEREAS, Seattle Municipal Code subsection 3.110.070.B provides that “No public corporation may incur or create any liability that permits recourse by any contracting party or member of the public to or upon any assets, services or credit of the City.”; and

WHEREAS, both _____ and The City of Seattle desire to facilitate HSPDA’s undertaking of projects and activities consistent with its chartered purpose and to provide needed affordable housing; and

WHEREAS, by Ordinance _____ [and Resolution _____] the City Council of Seattle authorized the Director of the Office of Intergovernmental Relations to enter into this agreement with _____ to enable HSPDA to perform the activities described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, THE PARTIES AGREE AS FOLLOWS:

1. Consents

_____ and The City of Seattle (“Seattle”) each consents to Historic Seattle Preservation and Development Authority (“HSPDA”), a public corporation chartered by Seattle, participating in projects in _____ related to the chartered purposes of HSPDA. The consent provided in this Agreement is intended to satisfy the conditions of Seattle Municipal Code Section 3.110.170 and the Charter of HSPDA for actions outside Seattle corporate limits, and does not constitute approval of any components of such projects that may be required by any local, state, or federal law or regulation.

2. Powers and Authority

Pursuant to RCW 35.21.740, _____ and Seattle agree that with respect to all activities of HSPDA related to such projects and all related property interests now or hereafter held by HSPDA, the powers, authorities and rights of Seattle to establish, to confer power and authority upon, and to exercise authority over, a public corporation or authority, as expressly or impliedly granted pursuant to RCW 35.21.730 through 35.21.755, shall be operable, applicable and effective in _____, so that HSPDA shall have the same powers, authority and rights with respect to such activities as HSPDA has within the corporate limits of Seattle, and shall be subject to the same Seattle ordinances and authority of Seattle.

3. Duration

This Agreement and the consents herein shall take effect when both parties have signed this Agreement, and shall remain in effect so long as the corporate existence of HSPDA

continues, unless and until modified or terminated by written agreement of _____
and Seattle.

4. Miscellaneous

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. Nothing in this Agreement shall impose any obligation, liability, or responsibility on _____ for any liability, action, or omission of HSPDA. The parties agree that any action by HSPDA, or subsequent agreement between HSPDA and _____, allowed by this agreement will not result in any obligation, liability, or responsibility for Seattle.

CITY: _____:

The City of Seattle _____

By: _____ By: _____

Date: _____ Date: _____