

December 1, 2021

MEMORANDUM

To: Land Use and Neighborhoods Committee
From: Ketil Freeman, Analyst
Subject: Council Bill (CB) 120206 - Mobile Home Park Overlay District

On December 3, 2021, the Land Use and Neighborhoods (LUN) Committee will have an initial briefing on [Council Bill \(CB\) 120206](#), which would create a Mobile Home Park Overlay District (MHPOD).

The MHPOD is proposed as permanent regulations to replace the ongoing moratorium on mobile home park redevelopment initially established through [Ordinance 125764](#). CB 120206 replaces [CB 120079](#), which was introduced on May 24, 2021. CB 120079 was the subject of an appeal the City Hearing Examiner, which resulted in a settlement agreement that is reflected in CB 120206.

This memorandum (1) provides background and regulatory context and describes the settlement agreement that informs the proposed MHPOD, (2) describes what the proposed MHPOD, and (3) sets out procedural next steps for consideration of the MHPOD.

Background and Regulatory Context

Legislative History

In January 2019, the City passed Ordinance 125764, which established a temporary moratorium on redevelopment of mobile home parks. The temporary moratorium was intended to reduce development pressure on the two mobile home parks remaining in the city, the Halcyon and Bella-Bee, while the City developed a proposal for permanent regulations. At the time, the Halcyon was for sale and potential purchasers were analyzing the Halcyon site's redevelopment potential.

Ordinance 125764 also set out a work program for the Seattle Department of Construction and Inspections and the Office of Planning and Community Development to develop proposed permanent regulations for Council consideration by October 2019.

The temporary moratorium was extended for four additional six-month periods through Ordinances [126006](#), [126090](#), [126241](#), and [126362](#). On December 6, 2021, the Council will hold a public hearing on [CB 120213](#), which would extend the moratorium for an additional six months or until the effective date of CB 120206, whichever is first. While the Executive did develop a draft proposal, environmental review was not done on that proposal nor was it formally transmitted to the Council for consideration.

Prior Proposal and Settlement Agreement

On May 24, 2021, Councilmember Strauss and Juarez introduced CB 120079, which would have established an MHPOD. The State Environmental Policy Act (SEPA) threshold determination for that bill was appealed to the Hearing Examiner by the owner of the Bella-Bee mobile home park. On September 10, 2021, the City entered into a settlement agreement with the owner of the Bella-Bee.

Under the terms of the settlement agreement (attached) the Bella-Bee owner agreed to withdraw the SEPA appeal, and the City agreed to introduce a new bill, CB 120206, for Council consideration that, among other things:

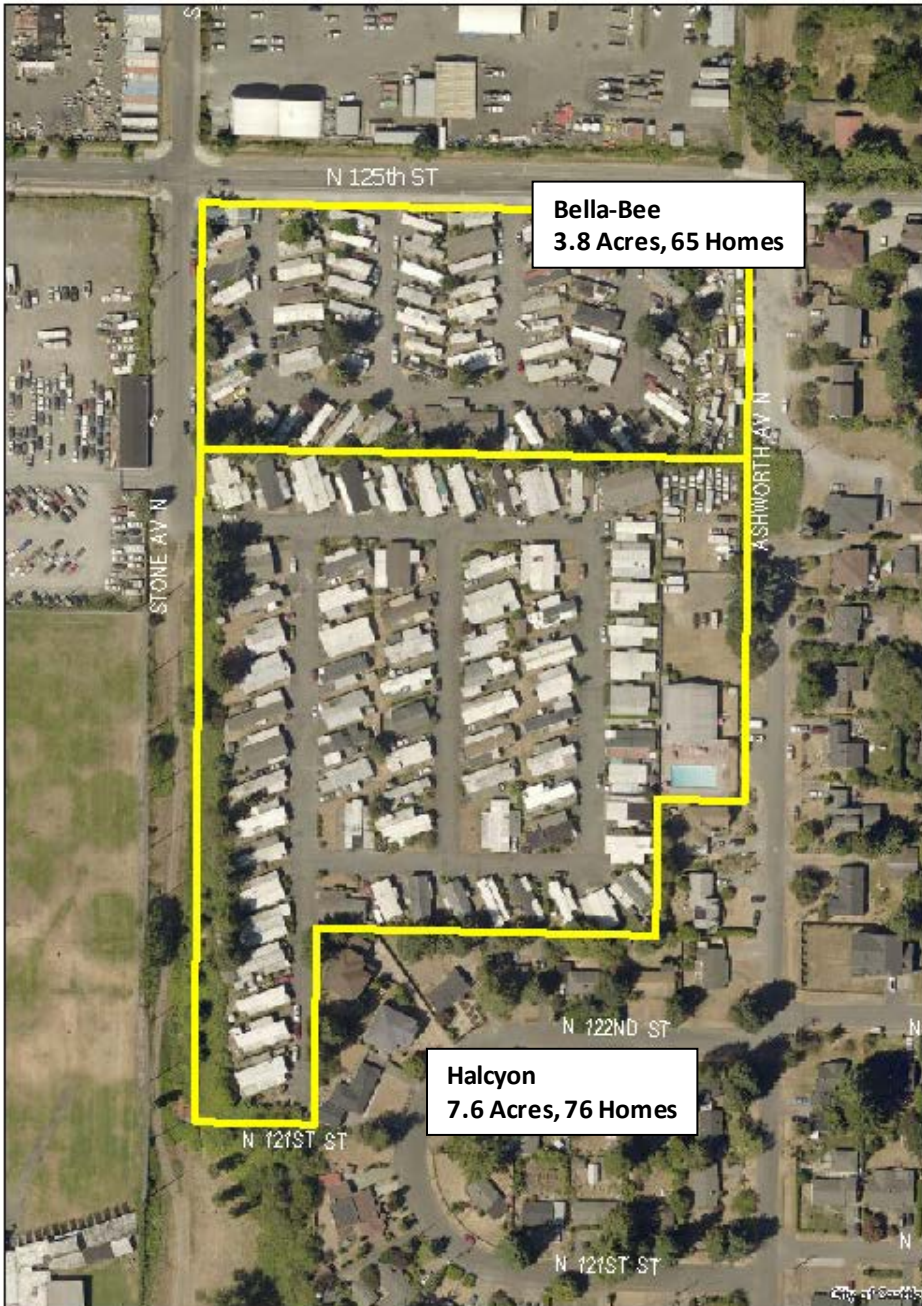
- Allows development of low-income housing in the MHPOD for property owned or controlled by a government or not-for-profit organization as an allowed use in the overlay;
- Provides for relocation assistance, right of first offer, and rent limitations specific to current residents when low-income housing is developed;
- Removes Land Use Code density limits for mobile homes proposed in CB 120079;
- Removes setback requirements proposed in CB 120079;
- Removes an open space amenity requirement proposed in CB 120079;
- Affirms the underlying Commercial 1 zone with a 55-foot height limit and M mandatory housing affordability suffix (C1 55 (M)); and
- Affirms the City's intent to periodically revisit the overlay.

Site and Vicinity

There are two mobile home parks left in Seattle: the Bella-Bee and the Halcyon. Both mobile home parks are located adjacent to each other in the Bitter Lake Residential Urban Village in a C1 55 (M) zone.

Together the mobile home parks are approximately 11 acres in area. The Bella-Bee and the Halcyon have approximately 65 and 76 mobile homes, respectively. The Bella-Bee was developed in 1956. The Halcyon was developed in the mid-1960s. Both mobile home parks are located over a decommissioned landfill. See Figure 1.

Figure 1: Remaining Mobile Home Parks



The Bitter Lake Residential Urban Village is a neighborhood targeted for increased residential growth in the comprehensive plan, *Seattle 2035*. The comprehensive plan establishes a 2035 growth estimate for the Bitter Lake RUV of 1400 units on top of an existing 2015 base of 3,580 units. At the end of the first quarter of 2021, the Bitter Lake RUV had added 192 new units

since 2016 with another 226 units that have been permitted but not constructed, which means that the Bitter Lake RUV has achieved approximately 30percent of its 2035 growth estimate.¹

How Other Jurisdictions Regulate Mobile Home Parks

Redevelopment pressure has caused several Western Washington jurisdictions to provide protections for existing mobile home parks. In 2008, Tumwater enacted mobile home park zoning for six of its 10 mobile home parks. Legal challenges lasted until 2012 when the City prevailed in the US 9th Circuit Court of Appeals. In 1996, Bothell enacted a Mobile Home Park Zoning Overlay that promotes retention of existing mobile home parks that contain rental pads. Kenmore recently passed protective zoning for mobile home parks. Kenmore applies a phased approach that enacts zoning to preserve some of its mobile home parks for 10 years, followed by an upzone and affordability requirements at the end of that period. Kenmore also enacted long-term mobile home park preservation requirements for two of its mobile home parks whose owners were amenable to a long-term mobile home park use.

Current Regulations Applicable to Mobile Home Parks

While the Land Use Code defines Mobile Home Parks as a land use,² most regulation applicable to operation and redevelopment of mobile home parks are set out in [Chapter 22.904](#) of the Building and Construction Codes. These regulations require mobile home park operators to obtain a license from the City, prescribe minimum physical development standards for placement of mobile homes, establish requirements for utility access for each mobile home, and set out relocation requirements for when a mobile home park changes use.

Proposed Overlay

CB 120206 would establish a new overlay district to help preserve the remaining mobile home parks in the city. The overlay district would establish more restrictive development standards applicable to redevelopment of existing mobile home parks. Those standards would:

- Limit residential uses to mobile homes, mobile home parks, and low-income housing on sites owned by a government, non-profit, or religious organization;
- Allow some commercial uses but limit the size of those uses;
- Establish height and setback limitations that are consistent with ongoing mobile home park residential uses; and
- Provide for the expiration of the overlay on January 1, 2051.

When the overlay lapses the sites could be developed to the densities and with the full range of uses allowed in the underlying C1-55 (M) zone, which allows significantly higher intensity of both residential and commercial use.

¹ [Urban Center / Village Housing Unit Growth Report. First Quarter 2021.](#)

² [Seattle Municipal Code \(SMC\) Section 23.84A.032.](#)

Low-income housing would be allowed as a residential use and current mobile home park residents would have a right of first offer, relocation assistance, and affordable rents based on the lesser of 30 percent of 40 percent of area median income or a third of their monthly income.

The proposal would also request that the Office of Housing add the census tract containing the overlay to those census tracts eligible for participation in the affirmative marketing and community preference policy adopted in the City's Housing Funding Policies (2019). Those policies provide opportunities for displaced residents to return to affordable housing in their prior neighborhood.

Next Steps

LUN Committee is scheduled to hold a public hearing and may vote on CB 120206 at its meeting on December 8, 2021. If the Committee votes on the proposal on December 8, final action by the Council could occur on December 13, 2021. On December 6, 2021, the Full Council will hold a hearing and may vote on CB 120213, which would extend the moratorium on redevelopment of mobile home parks for an additional six months or until the effective date of CB 120206, whichever is first.

Attachments:

1. Settlement Agreement – September 10, 2021

cc: Esther Handy, Central Staff Director
Aly Pennucci, Policy and Budget Manager

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between YACOV SINAI, for himself and o/b/o BELLA BEE, LLC (“Appellant”), and the CITY OF SEATTLE (“City”) (collectively, the “Parties”), as of the latest date of execution by all signatories to this Agreement.

RECITALS

WHEREAS, the City Council (“Council”) has proposed Council Bill 120079 (“Proposal”), an amendment to the Seattle Municipal Code (“SMC” or “Code”) that would, *inter alia*, add a new Chapter 23.70 to the Code; amend Chapter 23.32 of the Code at page 14 of the Official Land Use Map to establish a Mobile Home Park Overlay District (“Overlay District”; and amend Section 23.84A.032 of the Code;

WHEREAS, Appellant is an owner of one of the properties that would be affected by the Amendment;

WHEREAS, the City issued a Determination of Nonsignificance (“DNS”) for the Amendment on April 22, 2021;

WHEREAS, Appellant appealed the DNS to the Hearing Examiner (Hearing Examiner File No. W-21-002);

WHEREAS, the Parties now wish to resolve their dispute about the DNS;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, the Parties agree as follows:

TERMS

1. **Dismissal.** Appellant will voluntarily dismiss, with prejudice, Hearing Examiner File No. W-21-002 within five business days of mutual acceptance of this Agreement.
2. **Future Legislation.** The Parties agree that the Council will, no later than October 31, 2021, introduce proposed legislation (“Future Bill”) that is the same or substantially similar to the version attached here as Appendix A to this Agreement, establishing an Overlay District. Appellant will not file an appeal before the Hearing Examiner of any future SEPA determination, if any, related to the Future Bill, as long as the Future Bill is consistent with or substantially similar to the following terms that are provided in Appendix A to this Agreement:
 - a. The Future Bill will provide that if property within the Overlay District is acquired or controlled by a nonprofit or government owner, such property may be redeveloped with residential uses, notwithstanding the other restrictions in the Future Bill, so long as:

- i. The sole residential use is affordable housing, with affordability requirements the same as or substantially similar to, those affordability requirements in Appendix A;
 - ii. Persons residing on redeveloped property are provided relocation housing during the time the affordable housing is under construction, financial assistance to facilitate their temporary relocation, and a right of first refusal regarding the newly constructed affordable housing for any residents who wish to return to the property.
 - b. For property redeveloped with affordable housing as provided by Paragraph 3.a of this Agreement:
 - i. The Future Bill will not establish a maximum density for affordable residential units;
 - ii. The Future Bill will establish a height limit of at least 55 feet for affordable residential units;
 - iii. The Future Bill will establish minimum setback requirements from mobile home park lot lines no greater than 5 feet from any street lot line and no greater than 5 feet from any lot line abutting a single-family zone;
 - iv. The Future Bill will not require common amenity areas such as (but not limited to) open space, trails, or gathering spaces, as a condition of redevelopment.
 - c. The Future Bill will include a section that establishes the Council's intent to meet and review the Overlay District within ten years of enactment, and at least every ten years thereafter, to consider whether to retain, terminate, or otherwise amend the Overlay District.
3. **Compromise of Claims.** The Parties understand and agree that this Agreement is the compromise of disputed claims and the execution and performance of this Agreement does not constitute and shall not be construed as an admission of liability, fault, or responsibility of any Party.
4. **Release.** Upon entry of the order dismissing the pending Hearing Examiner appeal pursuant to Paragraph 2, except with respect to the Parties' right to enforce the terms and obligations of this Agreement, the Parties shall, and hereby do, mutually release, acquit, and forever discharge one another from any and all claims, demands, damages, controversies, or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, pertaining to or arising out of the incidents and occurrences upon which the Hearing Examiner action is based and occurring prior to the date of this Agreement.
5. **Breach and Damages.** Any failure by a Party to perform any action required to be performed under this Agreement shall constitute a breach of this Agreement, unless such failure is compelled by order of a court. In the event of such breach, the non-defaulting Party shall be entitled to pursue any and all remedies, both legal and equitable, including, without limitation, specific performance.

- 6. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.
- 7. **Agreement Not Enforceable by Third Parties.** This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.
- 8. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon the Parties, their respective successors, transferees, and assigns.
- 9. **Authority to Execute.** Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity, represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the entity or Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.
- 10. **Interpretation.** This Agreement was drafted by counsel for the Parties and there shall not be a presumption or construction against any of the Parties.
- 11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. No amendment or modification to this Agreement shall be valid or effective unless made in writing and executed by the Parties after the effective date of this Agreement.
- 12. **Counterpart Originals.** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

Dated this _____ day of September, 2021.

**YACOV SINAI, for himself and o/b/o BELLA BEE,
LLC**

By: _____
Its _____

Dated this 10th day of September, 2021.

CITY OF SEATTLE

By: Daniel B. Mitchell Daniel B Mitchell WSSA #38341
Its Attorney of Record

Dated this 10 day of September, 2021.

**YACOV SINAI, for himself and o/b/o BELLA BEE,
LLC**

By: *Yacov Sinai*
Its YACOV SINAI

Dated this ____ day of September, 2021.

CITY OF SEATTLE

By: _____
Its _____

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to land use and zoning; adding a new Chapter 23.70 to the Seattle Municipal Code (SMC); amending Chapter 23.32 of the SMC at page 14 of the Official Land Use Map to establish a Mobile Home Park Overlay District; amending Section 23.84A.032 of the SMC; and requesting that the Office of Housing add the census tract in which the Mobile Home Park Overlay District is located to those eligible for the affirmative marketing and community preference policy adopted in the *Housing Funding Policies*.

..body

WHEREAS, Seattle is facing a housing affordability challenge, evidenced by the fact that 42

percent of the Seattle renters pay more than 30 percent of their income for housing; and

WHEREAS, a detached home with a ground-level entry is an increasingly difficult housing

option for moderate- and low-income households to obtain, because townhouses and

detached homes rent for roughly twice as much as one-bedroom apartments; and

WHEREAS, physical displacement occurs when new development replaces existing lower-cost

housing that does not have the protection of ownership by a non-profit housing provider

or public housing authority; and

WHEREAS, to address physical displacement, The City of Seattle (“City”) has promulgated an

affirmative marketing and community preference policy in the *Housing Funding Policies*,

adopted by Ordinance 125308 and amended by Ordinance 125832, to create opportunities

for eligible displaced residents to return to new affordable housing developments in their

former neighborhoods; and

WHEREAS, Seattle’s mobile home parks have been in operation for more than 50 years, and

continue to provide relatively low-cost housing to approximately 140 households; and

1 WHEREAS, numerous cities in Washington, including Tumwater, Bothell, and Kenmore, have
2 enacted mobile home park zoning regulations to encourage long-term viability of mobile
3 home parks as one of several allowed land uses in those zones; and

4 WHEREAS, the remaining two mobile home parks in the City are located in the Bitter Lake
5 urban village; and

6 WHEREAS, the zone designation applicable to those mobile home parks is Commercial 1 with a
7 55 foot height limit and M mandatory housing affordability suffix; and

8 WHEREAS, one of the City’s planning goals under the Growth Management Act, chapter
9 36.70A RCW, and expressed in the Housing Element of the City’s Comprehensive Plan,
10 is to make adequate provision for the housing needs of all economic segments of Seattle;
11 and

12 WHEREAS, in January 2019 the City Council passed Ordinance 125764 placing a one-year
13 moratorium on development of mobile home parks and requested the Office of Planning
14 and Community Development to analyze and propose a permanent land-use framework
15 for mobile home parks, and

16 WHEREAS, to allow additional time for the City to develop a permanent land-use framework
17 for mobile home parks, the moratorium has been extended for three additional six-month
18 periods through Ordinances 126006, 126090, and 126241; and

19 WHEREAS, the current moratorium extension will lapse in July 2021; NOW, THEREFORE,

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

21 Section 1. Page 14 of the Official Land Use Map, Chapter 23.32, is amended to establish
22 the Mobile Home Park Overlay District, as shown in Map A for 23.70.004 of the Seattle
23 Municipal Code.

1 Section 2. A new Chapter 23.70 is added to the Seattle Municipal Code as follows:

2 **Chapter 23.70 MOBILE HOME PARK OVERLAY DISTRICT**

3 **23.70.002 Purpose and intent**

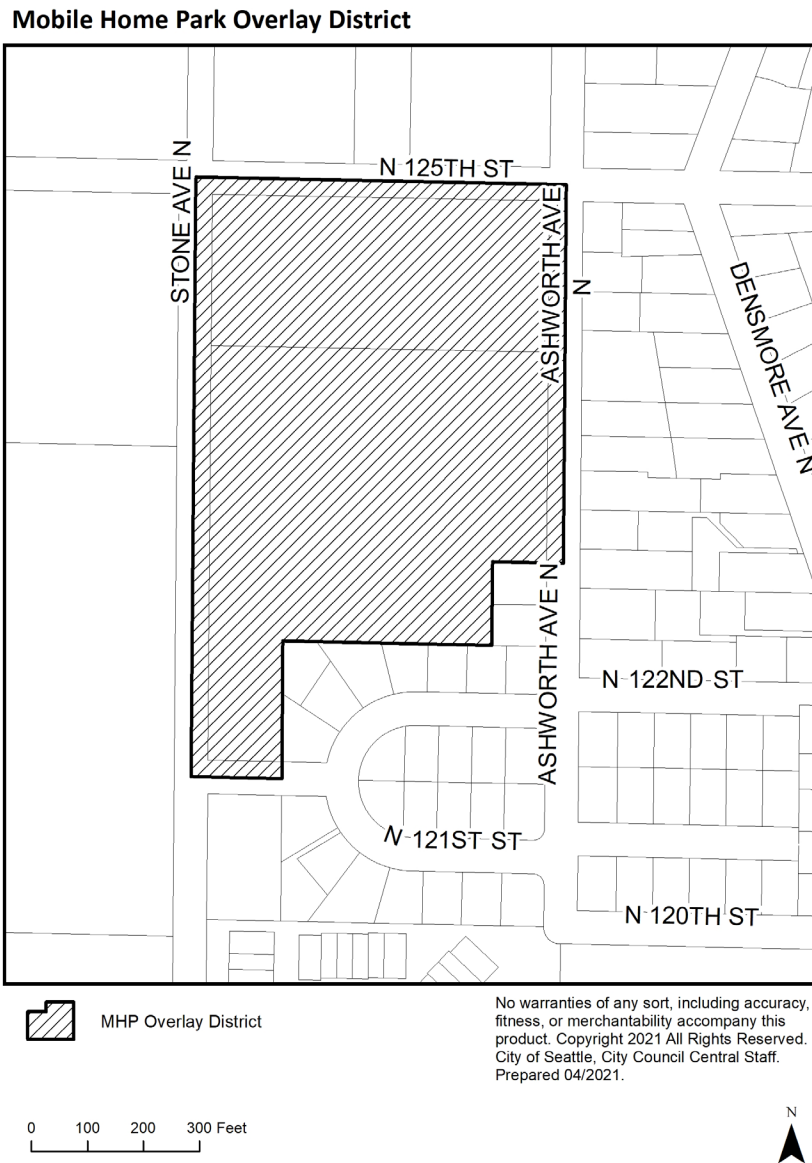
4 The purpose of this Chapter 23.70 is to implement the Comprehensive Plan and provide for the
5 preservation of existing mobile home parks. Mobile home parks provide a source of lower-cost,
6 medium-density housing that provides a range of land tenancy options. The Mobile Home Park
7 Overlay District supports the long-term viability of mobile homes located in mobile home parks,
8 while allowing a variety of other uses.

9 **23.70.004 Mobile Home Park Overlay District established**

10 There is hereby established, pursuant to Chapter 23.59, the Mobile Home Park Overlay District
11 as shown on page 14 of the Official Land Use Map, Chapter 23.32, and Map A for 23.70.004.



1 **Map A for 23.70.004: Mobile Home Park Overlay District**



2

3 **23.70.006 General provisions**

4 A. Replacement of a structure, construction of a new structure, and establishment of a
5 new use within the Mobile Home Park Overlay District shall comply with the development
6 standards in this Chapter 23.70.

7 B. Standards specific to redevelopment within the Mobile Home Park Overlay District
8 apply when 25 percent or more of the mobile homes in a mobile home park are to be replaced

1 (with new mobile homes or non-mobile home use) pursuant to a single land use or building
2 permit application or pursuant to multiple land use or building permit applications filed with the
3 Department within a 365-day period. Any permit issued for replacement of less than 25 percent
4 of the mobile homes with new mobile homes or non-mobile home use in a mobile home park
5 shall be conditioned on no additional application to replace a mobile home use with new mobile
6 homes or a non-mobile home use being filed within 365 days of the original application.

7 C. Institutions in the Mobile Home Park Overlay District shall meet all development
8 standards for institutions in the LR1 zone pursuant to Section 23.45.570.

9 **23.70.008 Permitted and prohibited uses**

10 A. Residential uses. Mobile homes, mobile home parks, and low-income housing meeting
11 the requirements of this Chapter 23.70 are permitted outright. All other residential uses are
12 prohibited.

13 B. Non-residential uses. The following non-residential uses are permitted outright. All
14 other non-residential uses are prohibited.

- 15 — 1. Community gardens;
- 16 2. Urban farms;
- 17 3. Restaurants;
- 18 4. Sports and recreation uses, indoor or outdoor;
- 19 5. Food processing and craft work;
- 20 6. Medical services;
- 21 7. Offices;
- 22 8. Retail sales, major durables;
- 23 9. Retail sales and services, automotive;

10. Flexible-use parking;
11. Institutions;
12. Religious facilities and schools, elementary or secondary;
13. Parks and open space.

23.70.010 Development standards for residential uses

A. Mobile homes and mobile home parks.

1. In addition to the development standards in this Chapter 23.70, mobile homes and mobile home parks are subject to the development standards in Chapter 22.904.

2. The maximum height for residential structures is 30 feet. The height limit exceptions and additions of the LR zones pursuant to Section 23.45.514 apply.

3. Setbacks and separations. Setbacks shall be from mobile home park lot lines as follows:

- a. Minimum of 5 feet from any street lot line; and
- b. Minimum of 5 feet from any lot line abutting a single-family zone.

B. Low-income housing. Low-income housing on a site owned by a government entity, non-profit, or religious organization, and meeting the requirements of this Chapter 23.70 are subject to the development standards of the underlying zone. In the event that low-income housing is provided by a religious organization, the density bonuses under 23.42.055 apply, but low-income housing must comply with the affordability requirements pursuant to this Section 23.70.010.B in the event of a conflict.

1. Affordability requirements.

a. Eligible households. Except as provided in Section 23.70.010.B.1.e, all dwelling units or congregate residence sleeping rooms shall serve only:

1 1) For rental units, households with incomes no greater than 60
2 percent of median income, adjusted by household size.

3 2) For ownership units, households with incomes no greater than
4 80 percent of median income, adjusted by household size.

5 b. Duration. The obligation to provide dwelling units meeting the
6 requirements of subsection 23.70.010.B shall last for a period of 75 years from the date of the
7 certificate of occupancy or, if a certificate of occupancy is not required, from the date of the final
8 building permit inspection for the development to which this Section 23.70.010.B applies.

9 c. Affordable rent. Monthly rent shall not exceed 30 percent of 60 percent
10 of median income. For purposes of this subsection 23.70.010.B, "monthly rent" includes a utility
11 allowance for heat, gas, electricity, water, sewer, and refuse collection, to the extent such items
12 are not paid for tenants by the owner, and any recurring fees that are required as a condition of
13 tenancy.

14 d. Affordable sale price

15 1) Affordable price – initial sales. The initial affordable sale price
16 must be an amount in which total ongoing housing costs do not exceed 30 percent of 80 percent
17 of median income. The Director of Housing will establish by rule the method for calculating the
18 initial sale price including standard assumptions for determining upfront housing costs, including
19 the down payment, and ongoing housing costs, which must include mortgage principal and
20 interest payments, homeowner's insurance payments, homeowner or condominium association
21 dues and assessments, and real estate taxes and other charges included in county tax billings. The
22 Director of Housing may establish by rule a maximum down payment amount.

1 2) Affordable price – resales. Eligible households for purchase of
2 an ownership unit subsequent to the initial sale must have incomes no greater than 80 percent of
3 median income at initial occupancy. The Office of Housing will establish by rule the formula for
4 calculating maximum affordable prices for sales subsequent to the initial sale to allow modest
5 growth in homeowner equity while maintaining long-term affordability for future buyers.

6 e. Right of first offer, replacement housing, and initial rent and affordable
7 sales price for current residents.

8 1) The property owner shall affirmatively offer eligible households
9 of residents of the mobile home park at the time the relocation report and plan required by
10 Section 22.904.410 is submitted, a replacement unit in the low-income housing development,
11 relocation housing while the low-income housing development is under construction, and
12 financial relocation assistance. Financial relocation assistance shall be provided regardless of
13 whether eligible households accept a replacement unit.

14 2. For rental units for eligible households of residents of the mobile
15 home park at the time the relocation report and plan required by Section 22.904.410 is submitted,
16 the replacement unit must be equivalent in size to the mobile home in which the resident
17 formerly lived and, notwithstanding the requirements of Subsection 23.70.010.B.1.c, the
18 affordable monthly rent, while the resident is a tenant of the development, shall be no greater
19 than 30 percent of 40 percent of median income, adjusted for household size, or one third of a
20 residents' monthly income, whichever is less. For purposes of this subsection 23.70.010.B,
21 "monthly rent" includes a utility allowance for heat, gas, electricity, water, sewer, and refuse
22 collection, to the extent such items are not paid for tenants by the owner, and any recurring fees

1 that are required as a condition of tenancy. Affordable rent subsequent to the resident being a
2 tenant of the development is determined pursuant to Section 23.70.010.B.1.c.

3 3. For ownership units for eligible households of residents of the
4 mobile home park at the time the relocation report and plan required by Section 22.904.410 is
5 submitted, the initial affordable sale price must be an amount in which total ongoing housing
6 costs do not exceed 30 percent of 40 percent of median income. The Director of Housing will
7 establish by rule the method for calculating the initial sale price including standard assumptions
8 for determining upfront housing costs, including the down payment, and ongoing housing costs,
9 which must include mortgage principal and interest payments, homeowner's insurance payments,
10 homeowner or condominium association dues and assessments, and real estate taxes and other
11 charges included in county tax billings. The Director of Housing may establish by rule a
12 maximum down payment amount. Affordable resale prices are determined pursuant to Section
13 23.70.B.1.d.2.

14 d. Agreement. As a condition of building permit issuance for a
15 development according to this Section 23.70.010.B, the property owner and the City must enter
16 into an agreement in a form acceptable to the City that includes housing covenants consistent
17 with this Section 23.70.010.B and the final plan set approved by the Department. The agreement
18 must be recorded on the title of the property on which the low-income housing development is
19 located.

20 **23.70.012 Development standards for non-residential uses**

21 A. Height limit. The maximum height for any non-residential structure is 40 feet. No
22 height limit exceptions are allowed other than for smokestacks, chimneys, flagpoles, and
23 religious symbols for religious institutions.

1 B. Maximum size of use. The maximum size of any non-residential use on any lot in the
2 Mobile Home Park Overlay District is 5,000 square feet of gross floor area.

3 C. Floor area ratio. The maximum floor area ratio for all non-residential uses on any lot
4 in the Mobile Home Park Overlay District is two.

5 D. Setbacks and separations. Setbacks shall be as follows.

6 1. Minimum of 7 feet from any street lot line; and

7 2. Minimum of 15 feet from any lot line abutting a single-family zone.

8 **23.70.014 Signs**

9 All signs shall comply with the standards and requirements for signs in the residential
10 commercial (RC) zone pursuant to Section 23.55.024.

11 **23.70.016 Communication utilities**

12 A. Permitted and prohibited locations for major communications utilities are the same as
13 those specified for single-family zones pursuant to Chapter 23.57.

14 B. Development standards for communications utilities are the same as those specified
15 for single-family zones pursuant to Chapter 23.57.

16 **23.70.018 Applicability of Chapter 23.58B and Chapter 23.58C**

17 While this Chapter 23.70 is in effect, the requirements of Chapter 23.58B and Chapter 23.58C
18 shall not apply to new development or redevelopment within the Mobile Home Park Overlay
19 District.

20 **23.70.020 Expiration of overlay**

21 The Mobile Home Park Overlay District established in this Chapter 23.70 shall expire on
22 January 1, 2051.

1 Section 3. Section 23.84A.032 of the Seattle Municipal Code, last amended by Ordinance
2 126287, is amended as follows:

3 **23.84A.032 “R”**

4 * * *

5 “Residential use” means any one or more of the following:

6 * * *

7 15. “Mobile home” means a structure that is designed and constructed to be
8 transportable in one or more sections and built on a permanent chassis, designed to be used as a
9 dwelling unit without a permanent foundation, and connected to utilities that include plumbing,
10 heating, and electrical systems. A structure that was transportable at the time of manufacture is
11 still considered to meet this definition notwithstanding that it is no longer transportable.

12 ~~((15))~~ 16. “Mobile home park” means a tract of land that is rented for the use of
13 more than one mobile home that is occupied as a dwelling unit.

14 ~~((16))~~ 17. “Multifamily residential use” means a use consisting of two or more
15 dwelling units in a structure or portion of a structure, excluding accessory dwelling units.

16 ~~((17))~~ 18. “Multifamily residential use, low-income disabled” means a
17 multifamily residential use in which at least 90 percent of the dwelling units are occupied by
18 one or more persons who have a handicap as defined in the Federal Fair Housing Amendments
19 Act and who constitute a low-income household.

20 ~~((18))~~ 19. “Multifamily residential use, low-income elderly” means a residential
21 use in which at least 90 percent of the dwelling units are occupied by one or more persons 62 or
22 more years of age who constitute a low-income household.

1 ((19)) 20. “Multifamily residential use, low-income elderly/low-income
2 disabled” means a multifamily residential use in which at least 90 percent of the dwelling units
3 (not including vacant units) are occupied by a low-income household that includes a person
4 who has a handicap as defined in the Federal Fair Housing Amendment Act or a person 62
5 years of age or older, as long as the housing qualifies for exemptions from prohibitions against
6 discrimination against families with children and against age discrimination under all applicable
7 fair housing laws and ordinances.

8 ((20)) 21. “Permanent supportive housing” means a multifamily residential use,
9 which is paired with on or off-site voluntary human services to support a person living with a
10 complex and disabling behavioral health or physical health condition who was experiencing
11 homelessness or was at imminent risk of homelessness prior to moving into housing:

12 a. In which at least 50 percent of the dwelling units are occupied by
13 households whose income at original occupancy does not exceed 30 percent of median income
14 and the remaining dwelling units are occupied by very low-income households at original
15 occupancy;

16 b. That receives public funding or an allocation of federal low-income
17 housing tax credits; and

18 c. That is subject to a regulatory agreement, covenant, or other legal instrument,
19 the duration of which is at least 40 years, recorded on the property title and enforceable by The
20 City of Seattle, Washington State Housing Finance Commission, State of Washington, King
21 County, U.S. Department of Housing and Urban Development, or other similar entity as
22 approved by the Director of Housing.

1 ((21)) 22. “Nursing home” means a use licensed by the State of Washington as a
2 nursing home, which provides full-time convalescent and/or chronic care for individuals who,
3 by reason of chronic illness or infirmity, are unable to care for themselves, but that does not
4 provide care for the acutely ill or surgical or obstetrical services. This definition excludes
5 hospitals or sanitariums.

6 ((22)) 23. “Rowhouse development” means a multifamily residential use in
7 which all principal dwelling units on the lot meet the following conditions:

8 a. Each dwelling unit occupies the space from the ground to the roof of
9 the structure in which it is located;

10 b. No portion of a dwelling unit, except for an accessory dwelling unit or
11 shared parking garage, occupies space above or below another dwelling unit;

12 c. Each dwelling unit is attached along at least one common wall to at
13 least one other dwelling unit, with habitable interior space on both sides of the common wall, or
14 abuts another dwelling unit on a common lot line;

15 d. The front of each dwelling unit faces a street lot line;

16 e. Each dwelling unit provides pedestrian access directly to the street that
17 it faces; and

18 f. No portion of any other dwelling unit, except for an attached accessory
19 dwelling unit, is located between any dwelling unit and the street faced by the front of that unit.

20 ((23)) 24. “Single-family dwelling unit” means a detached principal structure
21 having a permanent foundation, containing one dwelling unit, except that the structure may also
22 contain one or two attached accessory dwelling units where expressly authorized pursuant to

1 this Title 23. A detached accessory dwelling unit is not considered a single-family dwelling unit
2 for purposes of this Chapter 23.84A.

3 ((24)) 25. “Townhouse development” means a multifamily residential use that is
4 not a rowhouse development, and in which:

5 a. Each dwelling unit occupies space from the ground to the roof of the
6 structure in which it is located;

7 b. No portion of a dwelling unit occupies space above or below another
8 dwelling unit, except for an attached accessory dwelling unit and except for dwelling units
9 constructed over a shared parking garage; and

10 c. Each dwelling unit is attached along at least one common wall to at
11 least one other dwelling unit, with habitable interior space on both sides of the common wall, or
12 abuts another dwelling unit on a common lot line.

13 * * *

14 Section 4. The City Council finds that the Mobile Home Park Overlay District is located
15 in a high displacement risk area identified in *Seattle 2035 Growth and Equity: Analyzing Impacts*
16 *on Displacement and Opportunity Related to Seattle’s Growth Strategy*. The Council requests
17 that the Office of Housing add census tract 6, which includes the Mobile Home Park Overlay
18 District, to those areas eligible for the affirmative marketing and community preference policy
19 adopted in the *Housing Funding Policies* (2019).

20 Section 5. The Council intends to meet to review the Mobile Home Park Overlay
21 District within ten years of the effective date of the Ordinance introduced as Council Bill
22 _____, and at least every ten years thereafter, to consider whether to retain, terminate, or
23 otherwise amend the Mobile Home Park Overlay District.

1 Section 6. 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 _____ day of _____, 2021,
5 and signed by me in open session in authentication of its passage this _____ day of
6 _____, 2021.

7 _____
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed by me this _____ day of _____,
10 2021.

11 _____
12 Jenny A. Durkan, Mayor

13 Filed by me this _____ day of _____, 2021.

14 _____
15 Monica Martinez Simmons, City Clerk

16 (Seal)