



# SEATTLE CITY COUNCIL

## Legislative Summary

Res 31887

**Record No.:** Res 31887

**Type:** Resolution (Res)

**Status:** Adopted

**Version:** 1

**Ord. no:**

**In Control:** City Clerk

**File Created:** 04/06/2019

**Final Action:** 06/18/2019

**Title:** A RESOLUTION adopting and approving an application for surplus federal property at Fort Lawton, including a redevelopment plan, and authorizing the City of Seattle Office of Housing to forward an application to the United States Department of Defense and the United States Department of Housing and Urban Development in response to the closure of the Fort Lawton Army Reserve Center.

	<u>Date</u>
<b>Notes:</b>	<b>Filed with City Clerk:</b> 6/18/2019
	<b>Mayor's Signature:</b> 6/18/2019
<b>Sponsors:</b> Mosqueda	<b>Vetoed by Mayor:</b>
	<b>Veto Overridden:</b>
	<b>Veto Sustained:</b>

**Attachments:** Att 1 – Fort Lawton Redevelopment Plan, 2019 Update v3, Att 1 Appx H - Homeless Assistance Submission, Att 1 Appx H, Appx M- Lease

**Drafter:** adam.schaefer@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	Mayor	04/16/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	04/16/2019	sent for review	Council President's Office			
1	Council President's Office	04/26/2019	sent for review	Housing, Health, Energy, and Workers' Rights Committee			

**Action Text:** The Resolution (Res) was sent for review. to the Housing, Health, Energy, and Workers' Rights Committee

**Notes:**

**Legislative Summary Continued (Res 31887)**

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- 1 City Council 05/06/2019 referred Housing, Health, Energy, and Workers' Rights Committee
- 1 Housing, Health, Energy, and Workers' Rights Committee 05/16/2019 discussed  
**Action Text:** The Resolution (Res) was discussed in Committee.
- 1 Housing, Health, Energy, and Workers' Rights Committee 05/21/2019
- 1 Housing, Health, Energy, and Workers' Rights Committee 06/06/2019 adopt as amended Pass  
**Action Text:** The Committee recommends that City Council adopt as amended the Resolution (Res).  
In Favor: 2 Chair Mosqueda, Member Bagshaw  
Opposed: 0
- 1 City Council 06/10/2019 adopted Pass  
**Action Text:** The Resolution (Res) was adopted by the following vote, and the President signed the Resolution:  
In Favor: 9 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant  
Opposed: 0
- 1 City Clerk 06/14/2019 submitted for Mayor's signature Mayor
- 1 Mayor 06/18/2019 Signed  
**Action Text:** The Resolution (Res) was Signed.
- 1 Mayor 06/18/2019 returned City Clerk
- 1 City Clerk 06/18/2019 attested by City Clerk  
**Action Text:** The Resolution (Res) was attested by City Clerk.
-

CITY OF SEATTLE

RESOLUTION 31887

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3  
4 A RESOLUTION adopting and approving an application for surplus federal property at Fort  
5 Lawton, including a redevelopment plan, and authorizing the City of Seattle Office of  
6 Housing to forward an application to the United States Department of Defense and the  
7 United States Department of Housing and Urban Development in response to the closure  
8 of the Fort Lawton Army Reserve Center.  
9

10 WHEREAS, in 2005, the United States Congress authorized the closure of the Fort Lawton  
11 Army Reserve Center (Fort Lawton), and the U.S. Army published notices that the  
12 property will be available for non-military uses and ownership; and

13 WHEREAS, the United States Army determined that Fort Lawton is surplus to the United States  
14 needs in accordance with the Defense Base Closure and Realignment Act of 1990, Public  
15 Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission  
16 Report, as approved; and

17 WHEREAS, the Defense Base Closure and Realignment Act authorizes the Department of  
18 Defense (DoD) and U.S. Army to make final decisions regarding the disposition of base  
19 property and facilities, and the DoD requested the City submit the application for Fort  
20 Lawton, including the redevelopment plan and homeless assistance submission, to the  
21 DoD and U.S. Department of Housing and Urban Development (HUD); and

22 WHEREAS, the City, acting as the Local Redevelopment Authority (LRA), solicited and  
23 received Notices of Interest for property from homeless assistance providers and other  
24 eligible recipients of public benefit conveyances of federally-owned property; and

25 WHEREAS, the City, acting as the LRA, prepared an application in accordance with the Defense  
26 Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the  
27 2005 Base Closure and Realignment Commission Report, as approved; and

1 WHEREAS, the application prepared by the City (2008 Plan), which included a redevelopment  
2 plan providing for mixed-income housing and parks space, was approved by City Council  
3 in 2008, and in 2010 HUD determined the application complies with the Base Closure  
4 Community Redevelopment and Homeless Assistance Act of 1994, 10 U.S.C. §2687  
5 note, as amended, and its implementing regulations found at 24 CFR Part 586; and

6 WHEREAS, opponents of the 2008 Plan sued the City, and in 2010, the Court of Appeals upheld  
7 a Superior Court decision on the lawsuit, which argued that the State Environmental  
8 Policy Act (SEPA) was required prior to City Council adoption of redevelopment plan  
9 legislation; and

10 WHEREAS, implementation of the 2008 Plan was also stalled by the Great Recession, which  
11 diminished its financial viability, the market-rate housing component in particular; and

12 WHEREAS, in 2013, the City began working with the U.S. Army to plan for interim uses and in  
13 2017 entered into a five-year lease of Fort Lawton; and

14 WHEREAS, in 2017, public outreach and comment for a modified redevelopment proposal for  
15 Fort Lawton began, and in 2018, the City published the Fort Lawton Final Environmental  
16 Impact Statement (FEIS) that analyzes probable adverse environmental impacts  
17 associated with the modified plan; and

18 WHEREAS, the Hearing Examiner decided in favor of the City on an appeal of the adequacy of  
19 the FEIS; and

20 WHEREAS, the final Fort Lawton Redevelopment Plan and Homeless Assistance Submission  
21 reflects years of collaboration between the City and its partners, Catholic Housing  
22 Services of Western Washington, United Indians of All Tribes Foundation, and Habitat

1 for Humanity of Seattle/King County, and involved substantial public outreach and  
2 comment; and

3 WHEREAS, the Fort Lawton Redevelopment Plan balances Seattle's critical need for affordable  
4 housing for households with low incomes and permanent housing for persons  
5 experiencing homelessness with the climate and livability benefits of parks and open  
6 space, by providing 85 units of supportive housing for seniors, up to 100 affordable rental  
7 housing units for households with incomes up to 60 percent of area median income, up to  
8 52 affordable homes for purchase by families with incomes up to 80 percent of area  
9 median income, and increased parks and recreation space adjacent to Seattle's 534-acre  
10 Discovery Park; and

11 WHEREAS, the Fort Lawton Homeless Assistance Submission includes information about  
12 homelessness in Seattle; notices of interest proposing assistance to persons and families  
13 experiencing homelessness; a legally binding agreement for Fort Lawton property to be  
14 used to provide homeless housing; an assessment of the balance with economic and other  
15 development needs; a description of outreach taken by the City, including a list of the  
16 representatives of people experiencing homelessness who were contacted during the  
17 outreach process; and an overview of the citizen participation process, including  
18 comments received from at least one public hearing held before submitting the LRA  
19 application to HUD; and

20 WHEREAS, the City will continue to work with Metro to make transit service improvements in  
21 the Fort Lawton/Magnolia neighborhood; and

22 WHEREAS, on February 4, 2019, Mayor Jenny Durkan announced that she will transmit the  
23 redevelopment plan for Fort Lawton to City Council, stating that "As we continue to

1 address Seattle’s housing and affordability crisis, this plan builds on our commitment to  
2 drive the development of hundreds of more affordable homes while ensuring that our  
3 neighborhoods can be vibrant, livable spaces for this generation and the next;” and

4 WHEREAS, consistent with the City’s commitment to further fair housing, the Fort Lawton  
5 Redevelopment Plan will provide affordable housing in Magnolia and will require robust,  
6 effective affirmative marketing to increase housing choices for protected classes in this  
7 high-opportunity neighborhood; and

8 WHEREAS, the City Council has reviewed the Fort Lawton Redevelopment Plan and Homeless  
9 Assistance Submission and held a Public Hearing to receive public comment; NOW,  
10 THEREFORE,

11 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE**  
12 **MAYOR CONCURRING, THAT:**

13 Section 1. The City of Seattle’s Fort Lawton Redevelopment Plan, which includes the  
14 Homeless Assistance Submission, attached to this resolution as Attachment 1 and incorporated  
15 by reference, is adopted and approved.

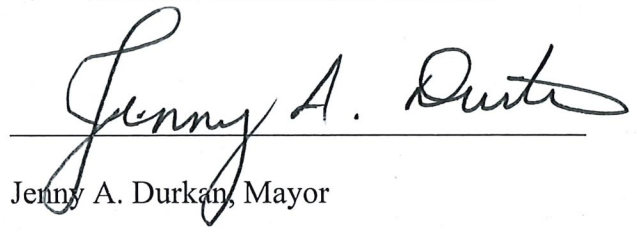
16 Section 2. The City of Seattle’s Director of Housing is authorized to forward an  
17 application to the United States Department of Defense and United States Department of  
18 Housing and Urban Development for conveyance of Fort Lawton to The City of Seattle and  
19 partner agencies pursuant to 24 CFR Part 586 and 32 CFR Part 176.

1 Adopted by the City Council the 10<sup>th</sup> day of June, 2019,  
2 and signed by me in open session in authentication of its adoption this 10<sup>th</sup> day of  
3 June, 2019.

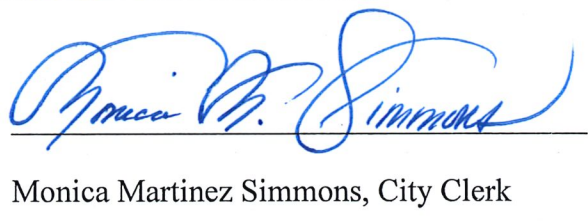
4 

5 President \_\_\_\_\_ of the City Council

6 The Mayor concurred the 18<sup>th</sup> day of June, 2019.

7   
8 Jenny A. Durkan, Mayor

9 Filed by me this 18<sup>th</sup> day of June, 2019.

10   
11 Monica Martinez Simmons, City Clerk

12 (Seal)  
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21



- 22 Attachments:  
23 Attachment 1 – Fort Lawton Redevelopment Plan, 2019 Update  
24 Appendix H – Homeless Assistance Submission  
25 Appendix M – Lease

Attachment 1, Version 3  
Fort Lawton Army Reserve Center  
Redevelopment Plan

Updated May 29, 2019





# Acknowledgements

The Fort Lawton Redevelopment Plan was prepared by the City of Seattle Office of Housing, in cooperation with the Seattle Parks and Recreation, Seattle Office of Intergovernmental Affairs, Catholic Housing Services of Western Washington, United Indians of All Tribes Foundation, and Habitat for Humanity of Seattle/King County.

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# Executive Summary

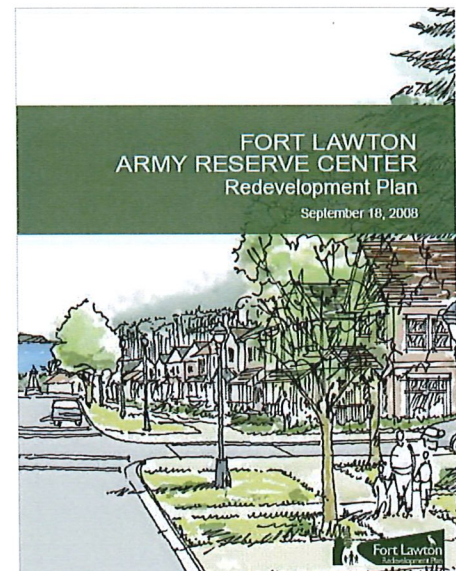
Seattle has an unparalleled opportunity to acquire publicly owned land in Seattle's high-income Magnolia neighborhood, largely for free and below-market rates, to create homeless and affordable housing and new park and recreation spaces. After more than 100 years in military Service, the Fort Lawton Army Reserve Center (Fort Lawton) was declared surplus to the United States needs in accordance with the Defense Base Closure and Realignment Act of 1990, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved. This Fort Lawton Redevelopment Plan provides a cohesive vision for the future of the site and meets requirements of the U.S. Departments of Defense and Housing and Urban Development.

Effective May 2006, the City of Seattle (the City) was officially designated the Local Redevelopment Authority (LRA) for the approximately 34-acres of Fort Lawton slated for disposition through the Base Realignment and Closure (BRAC) process. As the LRA, the City solicited and received proposals for redevelopment of the site. The City received federal funding to prepare a redevelopment plan for the site and conduct a substantial community outreach process.

In 2008, a redevelopment plan that would have provided for mixed-income housing and park space at Fort Lawton was approved by City Council, U.S. Department of Housing and Urban Development (HUD), and the U.S. Army. Soon after the plan was submitted, the Magnolia Neighborhood Planning Council filed a lawsuit claiming that environmental review under the State Environmental Protection Act (SEPA) was required prior to City Council adoption of the redevelopment plan legislation. The City appealed a King County Superior Court decision that concluded the development plan was a project action subject to SEPA.

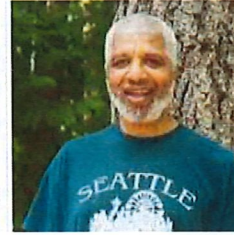
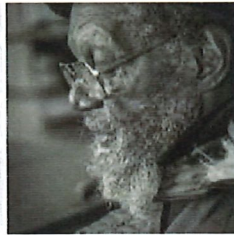
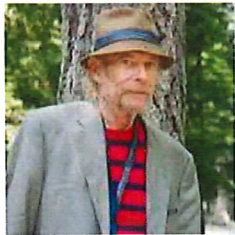
In 2010, the Court of Appeals agreed with the Superior Court that SEPA applied to the redevelopment plan. Soon after, the Great Recession's impact on Seattle's economy began to diminish the financial viability of the redevelopment plan, the market-rate housing component in particular. In 2013, the City began working with the U.S. Army to plan for interim uses at Fort Lawton. The plan included shifting ongoing maintenance and upkeep costs to the City.

In 2017, the City entered into a 5-year lease of Fort Lawton and a comprehensive environmental review, including public outreach and comment, for a modified redevelopment plan for Fort Lawton began. An unsuccessful appeal of the adequacy of the Final Environmental Impact Statement (FEIS) delayed the post-environmental review phases of the redevelopment plan process. The Hearing Examiner affirmed the adequacy of the City's FEIS.





The Fort Lawton Redevelopment Plan reflects years of discussions and planning with stakeholders and holds true to the original social responsibility and environmental stewardship vision. The plan creates an affordable and livable community with housing and parks and open space. The plan affirmatively furthers fair housing choice for low income people (Appendix E.1 - Guiding Plans, Policies and Analyses, *Joint Assessment of Fair Housing*, 2017). It provides for 85 supportive housing units for older adults, including veterans, plus approximately 100 one-, two-, and three-bedroom apartments for renter households with incomes up to 60 percent of median income, and up to 52 three-bedroom townhomes and rowhouses for low-income homebuyers. In addition, over 60 percent of the 34-acre Fort Lawton site will be acquired from the U.S. Army for parks and park-related uses.



# CHAPTER 1

## Project Vision and Site

### 1.1 PROJECT VISION

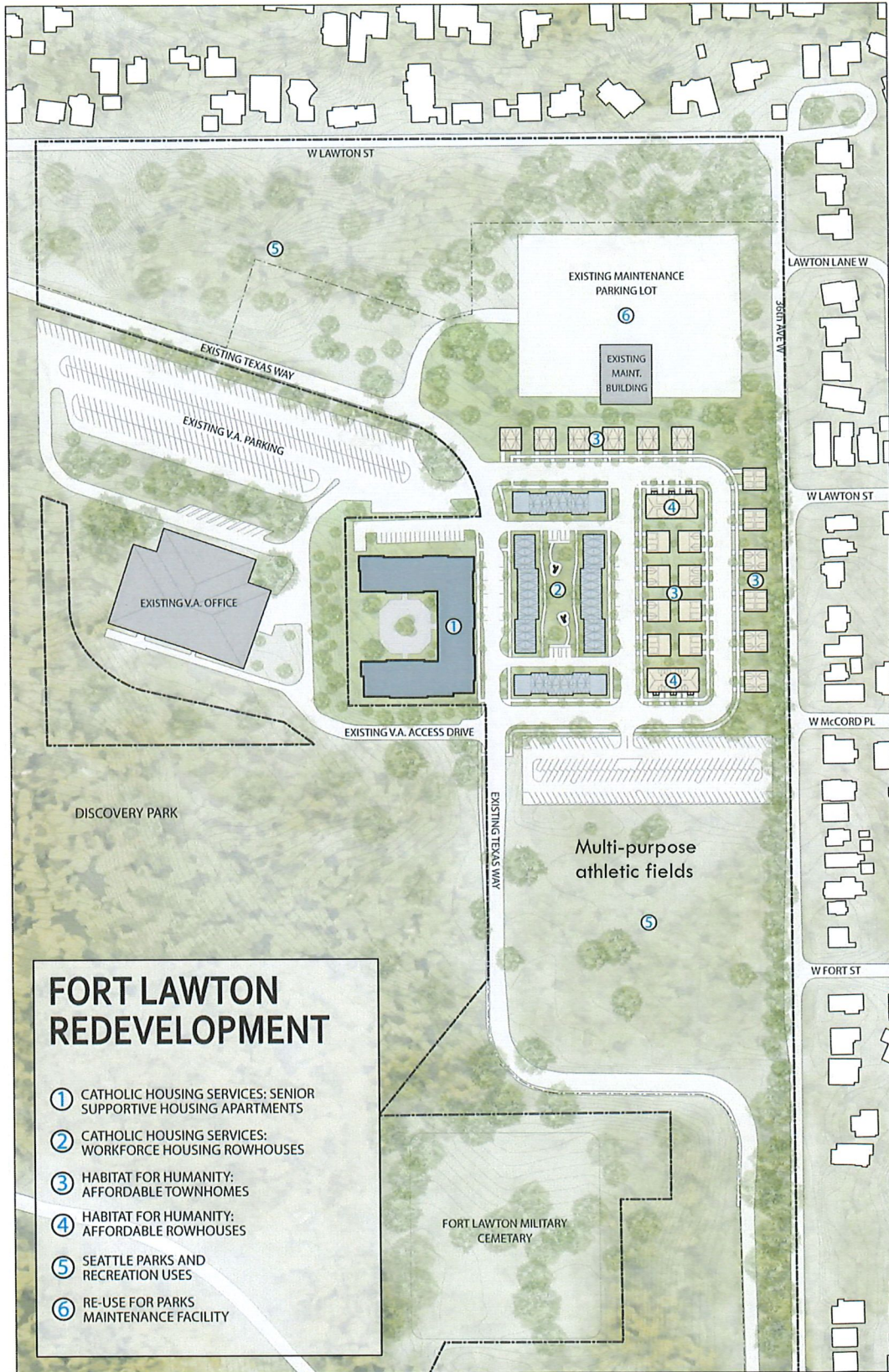
The Fort Lawton Redevelopment Plan builds substantially off past planning, while recognizing Seattle’s current needs and priorities. Along the way, some stakeholders expressed strong opinions on increasing the number of affordable housing units or the acres of parks space beyond what is reflected in the plan. Other stakeholders hoped to have new priorities introduced to the plan. As the public benefit conveyances and redevelopment phases finally approach, Seattleites, including Magnolia residents, can look forward to the gradual transformation of this former military installation to parks and open space and a vibrant affordable housing community. The vision balances important City priorities, including a steadfast commitment to providing quality affordable housing for low-income households and people who have experienced homelessness and increasing lands dedicated to park and open space.

#### Affordable housing

- ~ 85 supportive housing units for older adults (over 55), including veterans, who have experienced homelessness  
Sponsors: Catholic Housing Services of Western Washington and United Indians of All Tribes Foundation; U.S. HUD homeless housing public benefit conveyance, \$0
- ~ 100 one-, two-, and three-bedroom flats or rowhouses for renter households with incomes up to 60% of AMI (\$42K-60K for 1-4-person HH)  
Sponsor: Catholic Housing Services of Western Washington; U.S. Army negotiated sale conveyance, \$TBD
- ~ 50 three-bedroom rowhouses and townhomes for homebuyers with incomes up to 80% of AMI (\$64K-86K for 2-5-person HH)  
Sponsor: Habitat for Humanity of Seattle/King County; U.S. HUD self-help housing public benefit conveyance, \$0

#### Park and recreation space

- Between 21 and 22 acres of parks and recreation area
- ~ 13 acres for passive recreation
  - Up to 6 acres for development of 2 multi-purpose athletic fields and parking (south of the new affordable housing)
  - Between 4 and 5 acres of forest land on western edge of Fort Lawton incorporated into Discovery Park
  - Reuse of existing structure to north of housing as park maintenance facility
  - Public engagement process prior to parks design and development
- Conveyances to Seattle Parks and Recreation: U.S. Department of Interior (National Parks Service) parks public benefit conveyance, \$0
- Conveyance to Seattle Public Schools: U.S. Department of Education parks public benefit conveyance, \$TBD



**FORT LAWTON REDEVELOPMENT**

- ① CATHOLIC HOUSING SERVICES: SENIOR SUPPORTIVE HOUSING APARTMENTS
- ② CATHOLIC HOUSING SERVICES: WORKFORCE HOUSING ROWHOUSES
- ③ HABITAT FOR HUMANITY: AFFORDABLE TOWNHOMES
- ④ HABITAT FOR HUMANITY: AFFORDABLE ROWHOUSES
- ⑤ SEATTLE PARKS AND RECREATION USES
- ⑥ RE-USE FOR PARKS MAINTENANCE FACILITY



## 1.2 SITE DESCRIPTION

The approximately 34-acre Fort Lawton site is located on Magnolia Bluff in northwest Seattle's Magnolia neighborhood. The site is bordered by W Lawton Street to the north, 36<sup>th</sup> Avenue W to the east, W Government Way to the south, and Discovery Park to the west.

The site generally slopes downward in a series of terraces from higher elevations at the southwest corner to lower elevations to the north and northeast. Steep slopes are present along the north and east edges of the site. It has two large areas of unmaintained natural vegetation: one along the north bluff, and the other in the south portion of the site adjacent to the Fort Lawton Cemetery. Other areas of the site contain grass and ornamental plants. Shilshole Bay is located about 400 feet to the north of the site.



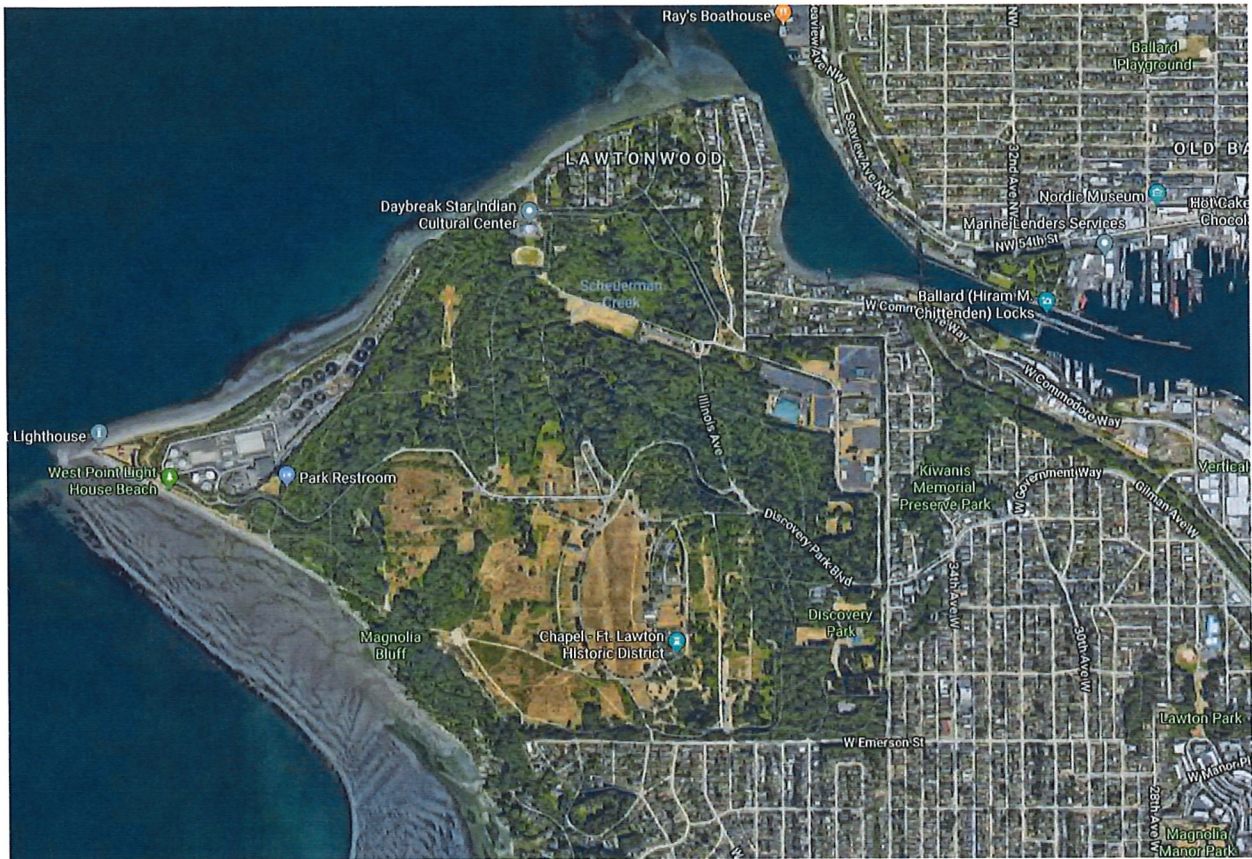
Fort Lawton North Parking Lot

There are two large forested areas onsite: one along the north bluff and the other adjacent to the Fort Lawton Cemetery in the south portion of the site. Patches of forest are also present in the west part of the site. Mature trees border the east site boundary along 36<sup>th</sup> Avenue W and landscaping surrounds the existing buildings.

Approximately 55% of the Fort Lawton site is currently developed in building footprints, driveways, parking lots, sidewalks, and other built areas. The remaining 45% of the site is in open space areas consisting of lawns, landscaping, and unmaintained natural areas.



Existing Fort Lawton Area Map; North ↑  
Fort Lawton Redevelopment Plan parcels are outlined and show hatch lines in red. Note: the figure is not to scale.



Aerial Map of Vicinity (Google)

## 1.3 SITE HISTORY

The Magnolia Bluff was named by Lt. George Davidson during a U.S. Coastal Survey in 1857. He mistakenly identified red-barked madrona trees as magnolias. In 1896, the Magnolia Bluff was identified for use as a regimental post by the Secretary of War. Loggers proceeded to clear the old growth timber and “all trees (except designated shade trees), all brush, logs, rocks, and other rubbish of worthless material, including stumps and roots to a depth of 18 inches.” (Appendix E.2 - Other References, Jaunal, p. 16)

In 1897, the Seattle Chamber of Commerce and local citizens donated 703 acres of Magnolia Bluff to the U.S. Army for use as a base to defend Seattle and Puget Sound. Fort Lawton was in active military use as a staging center and prisoner of war camp through World Wars I and II, the Korean War, and into the Vietnam War. At the height of base activities during World War II, the Fort included 450 buildings and housed 20,000 soldiers. In 1968, the U.S. Army decided to transfer much of its base to the City.



Dress parade at Fort Lawton, 1900s  
(Postcard, Denfeld)

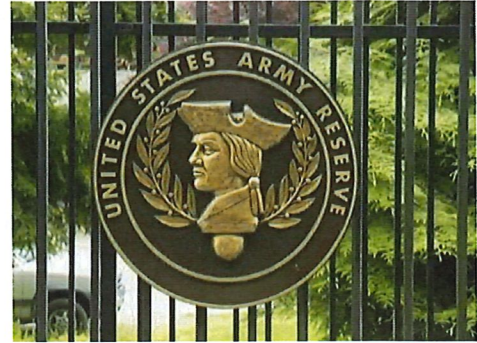
On March 8, 1970, about 100 members and sympathizers of the United Indian People’s Council (subsequently United Indians of All Tribes Foundation) peacefully occupied Fort Lawton to reclaim the military grounds proposed for disposition “in the name of American Indians by right of discovery.” The United Indians’ claim to Fort Lawton was based on rights under U.S.-Indian treaties promising reversion of surplus military lands to their original owners. (Appendix E.2 - Other References, United Indians of All Tribes Foundation)

Fifty military police demanded the group’s quick surrender. However, media coverage about the Fort Lawton takeover informed the public about “the struggles and challenges faced by urban Indians, such as poverty, disease, poor education, and lack of job opportunities.” (Appendix E.2 - Other References, Smith) United Indians was ultimately able to get a temporary freeze on disposition of Fort Lawton land and negotiations with the City ensued. In March 1972, two years after the initial occupation, United Indians was granted a renewable 99-year lease for 20 acres of land within the 534-acre Discovery Park, which occupies the portion of Fort Lawton surplused in the 1970s. United Indians’ Daybreak Star Cultural Center was completed in 1977.

An area of approximately 46 acres was retained by the U.S. Army and used as an Army Reserve Center. In 2000, the Army built the Fort Lawton Army Reserve Complex (FLARC), which was transferred to the Veterans Administration (VA) in 2011. The 82,000 square foot structure is currently used as administrative office space by the VA.

In 2005, Fort Lawton was determined surplus to the United States needs in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved. The VA administrative offices, together with a VA-owned surface parking lot that accommodates up to 258 cars, and

the Fort Lawton Cemetery are not part of the Fort Lawton Redevelopment Plan. The remaining approximately 34 acres of the Army Reserve Center was formally decommissioned by the U.S. Army in February 2012 and is vacant and in caretaker status.



Fort Lawton Entry

# CHAPTER 2

## Overview of Process

### 2.1 PLAN, POLICY, AND PROGRAM GUIDANCE

The Fort Lawton Redevelopment Plan responds to local, state, and federal requirements and policy objectives to arrive at a visionary plan for affordable housing and open space at Fort Lawton. The following helped shaped the framework and content of the plan:

- U.S. Department of Defense (DoD) Base Redevelopment and Realignment Manual
- U.S. Department of Housing and Urban Development (HUD) Guidebook on Military Base Reuse and Homeless Assistance
- City of Seattle and Seattle Housing Authority Joint Assessment of Fair Housing
- Seattle/King County Point in Time Count of Persons Experiencing Homelessness
- City of Seattle Comprehensive Plan
- City of Seattle Municipal Code
- City of Seattle Consolidated Plan for Housing and Community Development

### 2.2 LOCAL REDEVELOPMENT AUTHORITY

The DoD recognizes a Local Redevelopment Authority (LRA) as the entity responsible for creating a redevelopment plan for military facilities in a Base Realignment and Closure (BRAC) process. The DoD considers the LRA's redevelopment plan before transferring any property for redevelopment to nonfederal entities. This provides one local point of contact for the DoD and efficient property transfer and community consensus for redevelopment plans. The process is governed by the DoD's Base Redevelopment and Realignment Manual and the associated sections of the Code of Federal Regulations (CFR) that are referenced by the manual and the U.S. Department of Housing and Urban Development (HUD), and applicable CFR sections. The Office of Economic Adjustment recognizes the LRA to manage the public process for preparing a redevelopment plan; to serve as the single point of contact for the DoD and the local community; and to deliver a plan that balances the unmet needs of the homeless with other community economic redevelopment needs, and the needs of HUD and DoD.

Seattle Mayor Greg Nickels submitted, and the City Council approved a resolution in June 2006 for the City to request to be named the LRA for the Fort Lawton Army Reserve Center (Appendix B – *Resolution 30883 Authorizing Request for Recognition of City of Seattle as Fort Lawton LRA, 2006*). As the LRA, the City is charged with creating a redevelopment plan for the Fort Lawton site that balances the needs of persons who have experienced homelessness with economic and other development needs of the community.

As the LRA, the City:

- Conducts outreach to homeless assistance providers and other eligible recipients of public benefit property transfers, and announces availability of surplus property for homeless and public benefit conveyance;
- Provides leadership and builds consensus for the redevelopment plan;
- Consults with the military department on personal property disposal; and
- Serves as the single point of contact for the community.

## 2.3 NOTICES OF INTEREST

Under BRAC, portions of surplus military bases may be conveyed at no cost for housing or services for homeless people and conveyed at a reduced or no cost for other federally designated public uses. As the LRA, the City is responsible for soliciting and evaluating Notices of Interest (NOIs) from agencies or organizations requesting properties for a specific federally-qualified use. Public benefit conveyances can be made for uses such as public health, self-help housing, homeless housing, or open space. (A complete list of public benefit conveyances proposed by the Fort Lawton Redevelopment Plan is provided in Chapter 6.)

Specifically, the LRA must do the following:

- Announce the availability of surplus property for homeless and public benefit conveyances;
- Give applicants between 90 days and 180 days to submit NOIs;
- Consider all NOI submissions; and
- Review applications and determine those to be included in the redevelopment plan.

On September 12, 2006, the City provided notice of the availability of property at Fort Lawton and on September 26, 2006, held a workshop and tour of the site for homeless assistance providers and other eligible recipients of public benefit property transfers. On January 10, 2007, the City received five NOIs:

1. United Indians of All Tribes Foundation (United Tribes), lead developer – market rate housing, **homeless housing**, community space and open space
2. Seattle Housing Authority, lead developer – market rate housing, **homeless housing**, self-help housing, and open space
3. Downtown Emergency Service Center –**homeless housing**
4. Seattle Parks Department – acquisition of portions of Fort Lawton to be incorporated into Discovery Park
5. Seattle Veterans Museum – acquisition of an existing structure (to be determined) at Fort Lawton for Seattle Veterans Museum

The NOI review, which involved a technical advisory group appointed by Mayor Greg Nickels, concluded in 2007. The final recommendation to Mayor Greg Nickels included a mix of market-rate and affordable housing and 6.6 acres of parks and open space.

## 2.4 PLANNING AND IMPLEMENTATION

### 2.4.1. 2006-2008 Process

The BRAC public involvement process for Fort Lawton began in September 2006 with a workshop and tour of the site for those organizations interested in the NOI process for surplus property. The workshop and tour were also open to the general public. Following the initial NOI workshop and tour, approximately 17 community meetings were held in 2007 and 2008.

The plan that Seattle City Council approved in 2008 included up to 216 housing units, including 85 homeless housing units to be developed by Archdiocesan Housing Authority (Catholic Housing Services) and services for units for older adults to be provided by United Indians (Appendix C – *Resolution 31086 Approving Fort Lawton Application for Conveyances*, 2008). The housing also included a small self-help ownership housing component to be developed by Habitat for Humanity. The parks and open space element of the plan totaled 6.6 acres, plus 0.57 acres for a central neighborhood park.

### 2.4.2. 2017-2018 Process

Scoping and environmental review for the Fort Lawton Army Reserve Center redevelopment provided a new phase of public engagement. Fort Lawton redevelopment under EIS Alternative 1 evaluated the same housing and parks proposal as put forward in this plan: parks and recreation space and a mix of affordable rental and ownership homes, including 85 units of supportive homeless (same number as originally approved).

Environmental review included two scoping meetings to identify Fort Lawton redevelopment alternatives and elements of the environment for analysis. A comment period and public hearing was also provided for the Fort Lawton Redevelopment Project Draft Environmental Impact Statement (DEIS). All the comments that were received and responses to the substantive comments are provided in Chapter 5 of the Final EIS (FEIS). The FEIS includes revisions to the DEIS as a result of comments, written comments received during the DEIS comment period, a transcript of oral comments made at the public hearing, and responses to all substantive written and oral comments.



# CHAPTER 3

## Existing Conditions

The Fort Lawton Army Reserve Center FEIS, published March 2018, provides a detailed review of existing conditions and identifies elements of the environment that may be affected by redevelopment of the 34-acre former military site (Appendix E.1 - Guiding Plans, Policies and Analyses, *Final Environmental Impact Statement*, 2018). The FEIS also describes mitigation measures for potential impacts of the proposed redevelopment plan. Affected environment, impacts, and mitigation measures are identified for each of the topic areas first discussed in 2008 are addressed in detail in specific sections of the FEIS. Section 3.1 Facilities is information about existing facilities from multiple sections and chapters of the FEIS.

### 3.1 FACILITIES

The Fort Lawton Army Reserve Center was formally decommissioned by the U.S. Army on February 25, 2012 and is vacant and in caretaker status by the City under terms of a 5-year lease with the U.S. Army. Information from multiple parts of the FEIS about existing Fort Lawton facilities is summarized in this section.

Existing development on the Fort Lawton site reflects the past military use of the site. The site currently contains six buildings, roadways, parking areas, and sidewalks. An incinerator stack is also present onsite. None of the structures are currently in use.

Most of the on-site buildings were built for storage, maintenance, or vehicle repair purposes. Harvey Hall (Building 216) and Leisy Hall (Building 220) were used as administrative and training facilities. The on-site buildings range in size from approximately 2,000 to 50,000 square feet. There is a total of approximately 100,000 square feet of building area on the site. Existing buildings are typically one- to two-stories high.

Water service to the site is provided by Seattle Public Utilities (SPU). The site is currently served by a looped underground system of water mains. These water mains enter the area at the intersection of 36<sup>th</sup> Avenue W and W Government Way. The mains supply potable water and fire flow. There are ten fire hydrants located throughout the site.

Sewer service to the site is provided by SPU. Wastewater from the site is carried north by an 8-inch sewer line that connects to a major trunk line for stormwater and wastewater in Commodore Way. Wastewater is conveyed to King County's West Point Sewage Treatment Plant, immediately west of Discovery Park, where it is treated. In addition, the King County Wastewater Treatment Division manages a 144-inch diameter sewer tunnel located approximately 140 feet beneath the south end of the Fort Lawton site, starting where 36<sup>th</sup> Avenue W meets W Fort Street and continuing west under the site.

Stormwater from the site is collected by roadside swales and parking lot catch basins that drain into the City's combined stormwater and wastewater trunk line in Commodore Way. Collected stormwater is conveyed to the West Point Wastewater Treatment Plant. There is currently no on-site stormwater flow control or water quality treatment.

Electrical power is presently provided to the site by Seattle City Light. The electrical system was installed in 1999 and consists of a 26kV primary underground system with three pulling vaults and four transformer vaults. Electrical service is provided by a Seattle City Light substation located on the east side of 36<sup>th</sup> Avenue W and associated underground transmission lines.

Natural gas service to the site is provided by Puget Sound Energy. A natural gas main is located along 36<sup>th</sup> Avenue W.

Solid waste service to the site is provided by a licensed private contractor and disposed of in a permitted landfill. The U.S. Army Reserve, through a King County mandate, has a recycling program in place that collects plastic, newspaper, aluminum, and glass, and sells them to Emerald Recycling services.

### **3.4 ENVIRONMENT**

Final Environmental Impact Statement – Section 3.1 Earth

Final Environmental Impact Statement – Section 3.2 Biological Resources

### **3.2 HISTORIC AND CULTURAL RESOURCES**

Final Environmental Impact Statement – Section 3.9 Historic and Cultural Resources

### **3.3 PARKS AND OPEN SPACE**

Final Environmental Impact Statement – Section 3.8 Recreation and Open Space

### **3.5 TRANSPORTATION**

Final Environmental Impact Statement – Section 3.10 Transportation

### **3.6 RELATIONSHIP TO PLANS AND POLICIES**

Final Environmental Impact Statement – Section 3.6.5 Relationship to Plans and Policies

# CHAPTER 4

## Outreach and Public Comment

The Fort Lawton Redevelopment Plan reflects a balancing of City priorities of affordability and livability, and a broad range of stakeholder input including Magnolia residents. The Base Realignment and Closure (BRAC) process requires the LRA to give public notice and hold at least one public hearing to allow interested parties and members of the public to comment on a proposed redevelopment plan for surplus military property that may be considered to help persons who have experienced homelessness.

The City (the designated LRA) initiated the outreach process on September 12, 2006 with notice of the pending disposition of the Fort Lawton Army Reserve Center. Over the next two years, the City helped facilitate a workshop and tour of the site and 17 additional community meetings dedicated to Fort Lawton redevelopment planning.


Outreach and public comment continued with environmental review scoping and analysis in 2017-2018.

### 4.1 PUBLIC PROCESS

#### 4.1.1. 2006-2008

The 2006-2008 Fort Lawton public process established by the City is described as a “highly interactive, iterative, and public process” and reflective of a “keen interest to the Magnolia community and especially to the site’s neighbors” (Appendix E.1 - Guiding Plans, Policies and Analyses, *Fort Lawton Redevelopment Plan—submitted in 2008*, p. 4-1). The following provides a timeline of Fort Lawton community meetings and workshops:


Meeting/Workshop Purpose	Date
Notice of Interest (NOI) workshop and site tour for homeless assistance providers and the public	September 26, 2006
BRAC process, including HUD’s role, for Fort Lawton	October 17, 2006
BRAC process, including HUD’s role, for Fort Lawton and next steps	December 13, 2006
Discussion of NOIs submitted	February 13, 2007
Discussion of NOIs submitted	February 14, 2007
BRAC process and land value	April 19, 2007
City’s NOI decision, community process, next steps	February 25, 2008
Project update, community process, next steps	March 13, 2008

Meeting/Workshop Purpose	Date
Project update, goals and vision, community process	March 29, 2008
Homelessness and housing discussion	April 21, 2008
BRAC process and NOI review, goals discussion, community visioning	April 26, 2008
Discussion about a community relations plan to address community concerns about homeless housing	May 19, 2008
Overview/community feedback about various plan elements	May 31, 2008
Discussion about a community relations plan to address community concerns about homeless housing	June 2, 2008
Discussion about a community relations plan to address community concerns about homeless housing	June 19, 2008
Overview/community feedback about various plan elements	June 21, 2008
Overview/community feedback about various elements of the proposed Redevelopment Plan (Photo of July 12 <sup>th</sup> meeting) 	July 12, 2008
Draft Redevelopment Plan	July 19, 2008
Seattle City Council Housing & Economic Development Committee – Public Comment on Redevelopment Plan	August 6, 2008
Seattle City Council Housing & Economic Development Committee – Public Comment on Redevelopment Plan	August 20, 2008
<i>Seattle City Council Public Hearing – Fort Lawton Redevelopment Plan</i>	<i>August 21, 2008</i>
<i>Seattle City Council Public Hearing – Fort Lawton Redevelopment Plan</i>	<i>September 3, 2008</i>

**4.1.2. 2017-2018**

A second phase of public process began for purposes of environmental review scoping and analysis. The SEPA Determination of Significance (DS) and Request for Comments on the scope of the environment impact statement (EIS) was published on June 5, 2017. The DS/Request for Comments included a 21-day comment period, as provided for in WAC 197-11-410. A complete summary of that process, including responses to issues, is included in the FEIS.

The following provides a timeline of meetings and the public hearing held during environmental review:

Meeting/Workshop Purpose	Location	Date
First EIS Public Scoping meeting (Photo of June 19, 2017 public meeting) 	Daybreak Star Indian Cultural Center	June 19, 2017
Second EIS Public Scoping meeting	Magnolia Community Center	June 21, 2017

Meeting/Workshop Purpose	Location	Date
<p><i>Draft EIS Public Hearing</i> (Photo of January 9, 2018 public hearing)</p> 	<p>Magnolia United Church of Christ</p>	<p><i>January 9, 2018</i></p>
<p>Meeting on Draft Redevelopment Plan (2/4/2019 Mayor Durkan press release and OH email server announcement of draft for public comment)</p>	<p>Catherine Blaine Elementary</p>	<p>March 4, 2019</p>
<p>Seattle City Council Briefings</p>	<p>City Hall</p>	<p>1<sup>st</sup>/2<sup>nd</sup> Q 2019</p>
<p><i>Seattle City Council Public Hearing</i></p>	<p>City Hall</p>	<p>2<sup>nd</sup> Q 2019</p>

A public comment period was also provided for the Fort Lawton Redevelopment Project DEIS. The City received 1,001 written comment letters and emails, and 82 individuals provided testimony at a public hearing.<sup>1</sup> All the comments that were received and responses to the substantive comments are provided in Chapter 5 of the FEIS.

Many commenters identified common subjects. Those were termed “key topic areas” in the FEIS. Rather than provide a similar response to each comment that shares a common theme, Chapter 4 of the FEIS identifies the key topic areas that are related to the elements of the environment identified in SEPA (WAC 197-11-444), provides a discussion for each area, and responds to the most often asked questions. The key topic areas addressed in FEIS Chapter 4 are public services, recreation and open space, transportation, and rezone criteria analysis. Additional post-DEIS information and analysis is also summarized in FEIS Chapter 4.

The FEIS includes the following:

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<sup>1</sup> The number of written comments referenced in 4.1 Public Process and 4.2 Feedback are different. In 4.1 Public Process, the number is a count of comment letters received; those signed by multiple individuals are counted once. In 4.2 Feedback, each commenter who signed a letter is counted.

- Revisions as a result of comments received on the DEIS;
- Written comments received during the DEIS comment period, and responses to substantive comments that were raised; and
- A transcript of oral comments made at the public hearing, together with responses to substantive comments.

## 4.2 FEEDBACK

Comments received during the redevelopment planning and engagement undertaken in 2006-2008 focused intently on the concerns of Magnolia residents who engaged in the process. The following are the Fort Lawton redevelopment goals identified by community members engaged in the planning process in 2006-2008 (Appendix E.1 - Guiding Plans, Policies and Analyses, *Fort Lawton Redevelopment Plan-submitted in 2008*, p. 4-43):

- Reflect neighborhood character (*Seattle Comprehensive Plan definition of "neighborhood character": "The unique look and feel of a particular area within the city. This is a subjective concept – one that varies not only by neighborhood but also by each person's view of that neighborhood"*)
- Maintain home property values in this community
- Keep current zoning (*SF 7200: development of single-family homes on lots 7,200 square feet or greater is permitted outright*)
- Enhance neighborhood quality and values
- Ensure a family-safe environment
- Optimize residential mix
- Mix incomes a natural way
- Offer diverse housing choices for incomes, ages and family sizes
- Limit total development
- Blend new development with existing neighborhood
- Minimize neighborhood traffic
- Improve entry to Discovery Park
- Offer multiple circulation choices
- Create pedestrian-friendly and safe streets
- Minimize impact of the Veterans Affairs building and traffic
- Protect existing forested areas
- Improve wildlife corridors between Kiwanis Ravine and Discovery Park
- Increase trails into Discovery Park
- Improve trees, vegetation, and habitat across the site
- Repair site topography and natural drainage
- Create a green and environmentally sensitive community

Comments received during the environmental review process in 2017-2018 mirrored many of those same themes.

Of the written and oral comments on the DEIS from 1,132 unique individuals and organizations, 809 were supportive of the redevelopment proposal reflected in this plan.<sup>2</sup> A subset of commenters urged elevating one of the uses as a priority. A total of 173 commenters urged the City to consider pursuing a plan with more affordable housing for low-income households, while 157 commenters supported using the property for a public park.

Responses to comments on the DEIS (Appendix E.1 - Guiding Plans, Policies and Analyses, *Final Environmental Impact Statement*, Chapter 5) largely paralleled comments received during the Determination of Significance scoping process, summarized as follows:

<b>Support for Outlined Alternatives</b>	<b>Number of Unique Commenters</b>
Alternative 1: Affordable housing and park <sup>3</sup> .....	189
Alternative 2: Market-rate housing (affordable housing offsite) .....	6
Alternative 3: Public park (affordable housing offsite) .....	57
Alternative 4: No action .....	14

In addition to comments on the proposed alternatives, a number of commenters made specific requests to consider new or revised alternatives. These comments included the following requests:

- Add a school option
- Include an off-leash dog park
- Provide a greater number of affordable housing units than proposed
- Give land to United Indians of All Tribes Foundation
- Give land to the Duwamish Tribe
- Create new athletic facilities
- Create meeting spaces and vacation rentals
- Eliminate the off-site housing component of alternatives 2 and 3

In addition to comments on the proposed alternatives, many comments expressed concerns about perceived impacts of the proposal. Below is a chart that illustrates the number of comments by topic area, followed by a description of major themes.

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<sup>2</sup> The number of written comments referenced in 4.1 Public Process and 4.2 Feedback are different. In 4.1 Public Process, the number is a count of comment letters received; those signed by multiple individuals are counted once. In 4.2 Feedback, each commenter who signed a letter is counted.

<sup>3</sup> The same as put forward in this plan: 85 supportive housing units for older adults (over 55), up to 100 affordable rental flats or rowhouses for households with incomes up to 60% of AMI, and up to 52 affordable for-sale rowhouses and townhomes for households with incomes up to 80% of AMI and the remainder conveyed by the U.S. Army to SPR for parks and recreation and related uses (with option for portion to go to SPS for multi-purpose athletic fields).



Comments on Elements of the Environment	Number of Comments
Geology/Soils – soils, geology, topography	28
Biological Resources - plants, animals and wetlands	42
Air Quality – air and greenhouse gas emissions	27
Noise – noise generation	28
Environmental Health – hazardous materials and substances	35
Land Use/Relationship to Plans and Policies – land uses, relationship to City, County, State and other local plans/policies, and key federal plans/policies	33
Aesthetics/Visual Resources – aesthetic character, views, light and glare, shadows	28
Housing, Socioeconomics and Environmental Justice – housing types and affordability, demographic conditions, disproportionate impacts on minority and low income populations	65
Recreation and Open Space - parks and recreation	57
Historic and Cultural Resources – historic, archaeological and cultural resources	32
Transportation – motorized and non-motorized	132
Public Services – police, fire/emergency services, schools	96
Utilities – water and sewer	30

Comments on Specific Themes	Number of Comments
Access to grocery and other services	89
Discovery Park	55
Property values	14
Public health/safety - drugs/alcohol/individuals with criminal backgrounds	56
Pollution	25
Water quality	21
Great Blue Heron Management Plan	24
Financial cost	9
Sidewalks	1

A large number of commenters objected to the proposed population for the housing development, with the most common reason being the lack of services in the area for low-income and homeless people. Some viewed Magnolia as more of a suburb than part of the city, and distinct from other Seattle neighborhoods. Many of these comments were based on an

assumption that low-income households are not able to afford cars and have no choice but to shop at the neighborhood Metropolitan Market for groceries. The second most frequent objection related to presumed impacts on public health and safety, while a third reason cited potential negative impacts on property values.

Some commenters offered suggestions about better locations for low-income housing, including:

- Aurora Avenue
- Interbay/15<sup>th</sup> Avenue
- South Seattle
- Memorial Stadium
- Multiple smaller locations
- “Outskirts” of Seattle

Many commenters expressed concern about impacts of the proposal on aspects of Discovery Park, including on plants and animals (particularly the great blue heron and other bird species), air quality, views, and the overall experience of visitors to the park. Many commenters believed the property in question is a part of the City’s Discovery Park, rather than U.S. Army-owned property. Several of these comments also asserted the applicability of the Discovery Park Master Plan to the property. Some commenters also viewed the proposal for Fort Lawton as part of a larger pattern of negative impacts on the park, whether from the private development of former officers’ homes within the park, the West Point wastewater treatment facility, the use of the park by people experiencing homelessness, or the general impacts of a growing population. In addition, some immediate neighbors expressed concern about detrimental impacts to air quality, noise levels, and views.

A large number of comments centered on how the proposal would place a burden on existing public infrastructure, services and facilities, whether to roads/public transportation, schools, police/fire/emergency services, or water/sewer systems. Of those issues, traffic was the most common concern, followed by impacts on public services such as schools and law enforcement. Some commenters who were concerned about traffic made sure to note that their concerns applied equally to the potential school option, and to any housing alternative. Pedestrian and bicyclist safety were also raised, as was concern over potential spill-over parking associated with new uses.

The largest volume of comments (293) on the range of alternatives urged modifying the plan to include a school. In addition to official comments received via publicized methods, the Seattle Office of Housing received a petition, started by change.org, requesting that the City partner with Seattle Public Schools (SPS) to develop a high school and additional park space at Fort Lawton. While the petition specifically identified those two uses, some individual commenters expressed support for a school and affordable housing, or for a middle school rather than a high school.

In response to the large volume of comments regarding a school, the Office of Housing reached out to SPS to provide them with an opportunity to assess feasibility of the site. SPS conducted a thorough review that addressed basic feasibility questions, including ability to meet



Department of Education requirements for educational conveyances. Ultimately, SPS communicated that it would not be able to meet federal requirements for property acquisition, citing key challenges:

- SPS lacked the immediate resources necessary to qualify for a federal educational conveyance;
- SPS was unable to demonstrate immediate need for a school in this area, another requirement for a federal educational conveyance, given other projects already underway aimed at addressing existing demand in this area; and
- Re-use of existing buildings was not a viable alternative to building a new school, given the condition of the buildings and need for seismic upgrades.

(Subsection 5.2.2 of the Fort Lawton Redevelopment Plan provides an overview of SPS's proposal to acquire a portion of the site and construct multi-purpose athletic fields.)

Overall, the response to EIS Alternative 1 (the same housing and parks proposal as put forward in this plan) was largely positive, with nearly three quarters of written and oral responses expressing support. This Fort Lawton Redevelopment Plan operationalizes many of the goals originally expressed by the community over a decade ago.

### 4.3 FUTURE PUBLIC COMMENT

Seattle City Council approval is required for several actions related to the Fort Lawton project, in addition to adopting the updated redevelopment plan and homeless housing submission, including:

- A rezone of portions of the Fort Lawton site from SF 7200 to LR2(M1);
- Public property conveyances from the Army to the City; and
- Sale of parcels designated for housing development and execution of necessary easements.

City Council meetings are open to the public and public comment regarding proposed Council actions is allowed. Consistent with City parks acquisition policies, Seattle Parks and Recreation (SPR) will engage Seattle's diverse population, other private and public entities (Seattle Public Schools, Seattle Housing Authority) and community-based organizations on future design and development of Fort Lawton parks and facilities (Appendix E.1 - Guiding Plans, Policies and Analyses, *2017 Parks and Open Space Plan*, Goal 5).

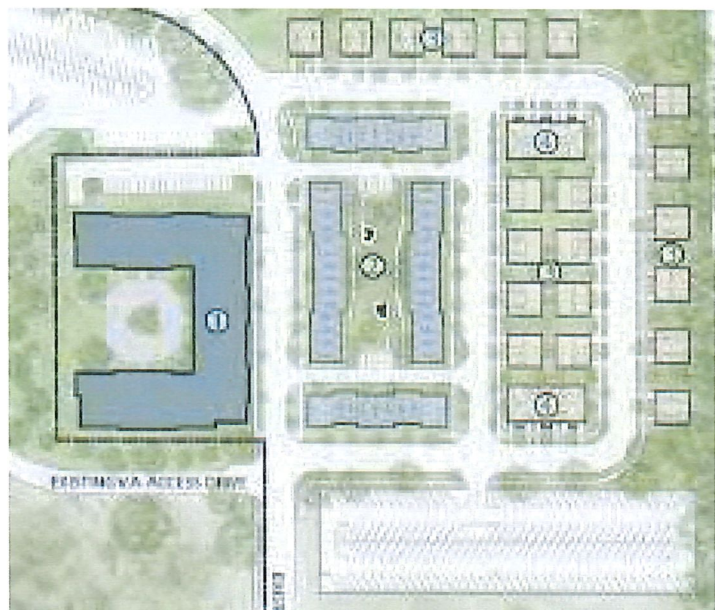
# CHAPTER 5

## Redevelopment Plan for Fort Lawton

This chapter provides an overview of the Fort Lawton Redevelopment Plan, consistent with environmental review and robust public comment.

### 5.1 AFFORDABLE HOUSING

The City has a legal obligation and a policy commitment to affirmatively further fair housing, which it proactively pursues by increasing housing choices for low-income people throughout the city. In large parts of Seattle, including Magnolia, access has been historically denied or limited by racial covenants and by land use policy that largely precludes opportunities for developing multifamily housing. The Fort Lawton Redevelopment Plan provides increased access to affordable housing in an area with high access to opportunity, consistent with the City's 2017 Assessment of Fair Housing. Robust, effective affirmative marketing for all housing at Fort Lawton will ensure fair access to affordable housing opportunities for protected classes and foster integrated, inclusive communities



(1) Supportive homeless housing for older adults; (2) Affordable rental housing ( $\leq 60\%$  AMI); (3 & 4) Affordable ownership housing ( $\leq 80\%$  AMI)

The Fort Lawton Redevelopment Plan also responds to the housing and homelessness crisis, which disproportionately impacts people of color. Increasing the production of affordable housing is a key strategy to advancing racial and social equity, consistent with the City's Comprehensive Plan. It is essential to achieving the collective goal of a just, healthy, and vibrant future for Seattle.

The Fort Lawton Redevelopment Plan includes a mix of approximately 238 affordable housing units, as follows:

- Homeless supportive housing for older adults, including veterans:  
86 units<sup>4</sup>
- Flats or rowhouses for renter households with incomes up to 60% of AMI:  
100 units
- Townhomes and rowhouses for owner households with incomes up to 80% of AMI:  
52 units

### **5.1.1. Supportive housing for older adults who have experienced homelessness**

Catholic Housing Services of Western Washington (CHS), in partnership with the United Indians of All Tribes Foundation (United Indians), will construct supportive housing for older adults, including veterans, who have experienced homelessness. This partnership leverages CHS's affordable housing development and ownership expertise and United Indians' historic connection to Fort Lawton.

Supportive housing combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness. Studies have shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly-funded crisis services.

The supportive housing for older adults will include a package of services focused on residential stability. Case management services will be provided onsite by Catholic Community Services of Western Washington (CHS's sister organization) and United Indians. Housing case managers will work with residents to identify supportive service needs, provide case management services, crisis intervention, eviction prevention, advocacy, and linkages to community resources, and encourage participation in meaningful activities. Residents may be assisted in obtaining and maintaining financial disability benefits such as Supplemental Security Income, Social Security Disability Insurance, and Veterans Affairs benefits, and may be assisted with obtaining Medicaid, Medicare, and other medical benefits. Case managers may also leverage outside behavioral health services, including chemical dependency treatment and mental health services, and bring providers onsite when possible. Residents needing additional help with personal care and unit up-keep may be referred for chore services. Residents may be referred, transported, and accompanied when necessary to community health clinics. Primary care physicians and visiting nurses may use a private room available in the building to serve residents. The goal of services is for residents to obtain and maintain financial and medical benefits, decrease the use of emergency medical services, establish a relationship with a primary health care provider, and increase a resident's ability to abide by lease requirements despite a disabling condition.

In addition to case management services, residents will have access to residential counselors. Residential counselors engage residents in on-site recreational and social activities, which could include creating opportunities for resident involvement in internal and external neighborhood

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<sup>4</sup> 85 supportive homeless housing units and one manager unit

volunteer activities. Residential counselors will collaborate with property management, case managers, and other outside service providers to ensure coordination of services to residents. Housing stability plans will be developed in collaboration with residents, case managers, and other staff, outlining goals and strategies to ensure housing success. Contact will be maintained with case managers to resolve crises and monitor progress as defined in the housing stability plan and ensure the adequate provision of identified services.

Catholic Housing Services (CHS) is an outreach of the Catholic Church in Western Washington, under the leadership of the Archbishop of Seattle and the Boards of Trustees. CHS employees and volunteers come from many faith traditions to serve and support poor and vulnerable people by providing quality integrated services and housing. CHS's focus is on those individuals, children, families, and communities struggling with poverty and the effects of intolerance and racism.

Since 1970, the United Indians of All Tribes Foundation has promoted the well-being of the Puget Sound region's Indigenous community through services and programming that support cultural connection, school readiness, economic self-sufficiency, housing stability, and health and well-being. United Indians' services are strength-based and client-driven, in recognition of their people's tremendous resilience, and sustain people in every age and stage of life. Their programs and services (homelessness prevention, Labateyah Youth Home, Native Elders Program, employment support, foster care/Indian child welfare, parent involvement, and early childhood) strengthen the sense of belonging and significance of Native people.

A three-story apartment building will be built in the parcel located to the east of the existing Veterans Affairs administrative office building and west of Texas Way. Consistent with City housing funding policies, the supportive housing will be built to Evergreen Sustainable Development Standards.

### **5.1.2. Affordable rental housing**

Catholic Housing Services (CHS) intends to construct affordable rental housing for households earning up to 60% of the area median income (AMI). Rent- and income-restricted housing provides families and individuals with stable and quality housing at affordable rents. The development will include a versatile community space for tenants. The community space will house a meeting room with a small kitchenette, on-site management offices, and, if possible, a computer lab. Tenants will be able to use the community space to gather in socially and for tenant-based enrichment and empowerment activities. CHS will encourage establishment of a resident's council to solicit input from tenants and cultivate an active community.

The residential development will be flats or rowhouses. Consistent with City housing funding policies, the affordable rental housing will be built to Evergreen Sustainable Development Standards.

CHS has a long history of coordinating support services and connecting residents with community-based resources, and with office space available in the community space they will seek to bring those resources to the residents of Fort Lawton's affordable rental housing.

### 5.1.3. Self-help ownership housing

Habitat for Humanity Seattle-King County (Habitat) intends to construct 52 homes for ownership by buyers with household incomes of up to 80% of AMI. This will be accomplished using a self-help model where the homebuyers contribute a significant amount of sweat-equity to the development. Additionally, these homes will be resale-restricted for a minimum of 50 years to ensure on-going affordability to subsequent eligible homebuyers. Habitat will maintain ownership of and lease the land to homeowners using a uniform community land trust, 99-year, renewable and inheritable lease, to ensure compliance with the City's regulatory agreement requiring owner-occupancy and on-going affordability. A homeowners' association will be established, and homeowners will be involved in creating and enforcing agreements within their community. The association will be required to have professional management and the ground lease will continue to provide the opportunity for oversight by Habitat. Habitat will provide support and guidance to homeowners and ensure the Association is properly managed and property standards are maintained.

The housing types will be a mix of 3-bedroom homes in duplex townhomes and 6-unit rowhouses. Parking for one vehicle per home is proposed at the ground floor, with two floors of living area above. The homes will meet green building criteria for sustainability and be designed and constructed to ensure healthy, low-cost-maintenance homes.

Habitat for Humanity-King County is a local branch of Habitat for Humanity, a global nonprofit housing organization working in local communities across all 50 states in the United States and in approximately 70 countries. Habitat's vision is of a world where everyone has a decent place to live. Habitat works toward that vision by building strength, stability, and self-reliance in partnership with families in need of decent and affordable housing. Habitat homeowners help build their own homes alongside volunteers and pay affordable monthly housing costs.



Rainier Vista Townhouses, Seattle



Angle Lake Senior Housing, SeaTac



High Point Duplex, Seattle

Examples of existing affordable housing development types similar to those proposed at Fort Lawton.

Source: Tonkin Architecture, SMR, and Habitat for Humanity, 2017



## 5.2 PARKS AND RECREATION

The Fort Lawton Redevelopment Plan sets aside a large portion of the site (over 60%) for open space and recreation uses, including passive open space, active open space, and landscaped areas. These areas will be available for use by housing residents and the public.

### 5.2.1. Passive open space

Approximately 13 acres of the site will be provided for passive recreation activities such as picnicking and viewing. Existing wooded areas in the north and south parts of the site will be preserved in their natural condition. A large passive park will be provided in the north part of the site and a small passive park will be created in the central site area, among the townhouses and rowhouses. Between 4 and 5 acres of forest land owned by the U.S. Army in the west portion of the site will be incorporated into Discovery Park. All park facilities will be designed and constructed to Seattle Parks and Recreation (SPR) standards, and would be owned and maintained by SPR.

### 5.2.2. Active open space

Approximately 5 acres of the site will be developed for active recreation activities. Counting associated parking and site improvements, the total area devoted to active recreation will be approximately 6 acres. Two unlit, multi-purpose athletic fields will be provided in the central portion of the site, to the south of the housing and parking. The athletic fields could be configured in a variety of orientations for different uses, including structured and unstructured athletics, and community functions. It is anticipated that some league play will occur on the multi-purpose athletic fields. The fields will require electricity for ongoing maintenance and all fields will be designed and constructed to SPR standards.

The City is in negotiations with Seattle Public Schools (SPS) regarding their interest in owning and maintaining land dedicated to multi-purpose athletic fields. The fields would help meet SPS's recreational needs and serve the broader public. As with other shared facilities in Seattle, these would be subject to a Joint Use of Facilities Agreement with Seattle Parks and Recreation (SPR). Property identified for SPS acquisition and development will be acquired by SPR through a public benefit conveyance if SPS is unable to move forward with its proposal.

### 5.2.3. Sidewalks and trails

Sidewalks and trails will be located throughout the site to provide opportunities for nonmotorized circulation. Texas Way will be improved by adding a sidewalk or walkway adjacent to new development areas. In addition, the existing sidewalk on the west side of the street will be maintained. Trails will be provided between homes in the central portion of the site and potentially in other portions of the site. No direct sidewalk/trail connections to the Magnolia neighborhood to the east or Discovery Park to the west are proposed.

### 5.2.4. Parks maintenance building

Existing OMS-Building 245 and the associated surface parking area and driveways in the north part of the Fort Lawton site will be retained under the redevelopment plan. These facilities will be used for parks maintenance purposes by SPR. No new infrastructure will be required for the

building. Access to the maintenance building parking area will be available from a driveway off of Texas Way.

SPR analyzed the feasibility of reducing the parking area for the maintenance building and converting this to open space. Based on usage requirements at other similar facilities, SPR determined that it can reduce the parking area by a minimum of 30 percent. The intent is to convert the northern portion of the parking lot to open space (approximately 100 feet), but the exact configuration will be determined by circulation and drainage constraints. SPR will consult with community partners regarding development of open space at this location.

## 5.3 INFRASTRUCTURE

The redevelopment plan anticipates a need for new and upgraded public infrastructure to meet the needs of the new affordable housing and parks and recreation space. New and upgraded infrastructure needs are described in this section.

### 5.3.1. Utilities

The budget for each element of the redevelopment plan will address a portion of new water, sewer, stormwater, electrical, and solid waste service infrastructure costs. Seattle Public Utilities will continue to provide water and sewer service, Seattle City Light will continue to provide electrical service, and a Puget Sound Energy will continue to provide natural gas service. Solid waste service for U.S. Army-owned property is currently provided by a licensed private contractor but would be provided by Seattle Public Utilities. Necessary utility extensions will be made to serve development. A temporary stormwater control system will be installed for construction and a permanent stormwater control system for operating the project will be installed, per City standards.

### 5.3.2. Landscaping

Landscaping on the Fort Lawton site will blend with the existing natural vegetation in Discovery Park and the landscaping in the Magnolia neighborhood and will meet applicable City landscape regulations. The landscape concept for the parks and recreation component of the project will include preserving wooded areas (e.g., in the north and south portions of the site), retaining passive use lawn areas, and developing multi-purpose athletic fields. The project will maintain and if necessary, enhance the existing vegetation, including mature trees, along the east edge of the site that serves as a buffer between the site and the Magnolia neighborhood. Exceptional trees within the site will be retained where possible. If any exceptional trees need to be removed, the City's mitigation requirements will be met per Chapter 25.11 of the Seattle Municipal Code (SMC). Landscaping will incorporate native, noninvasive, and drought-resistant plantings.

### 5.3.3. Streets, sidewalks, access

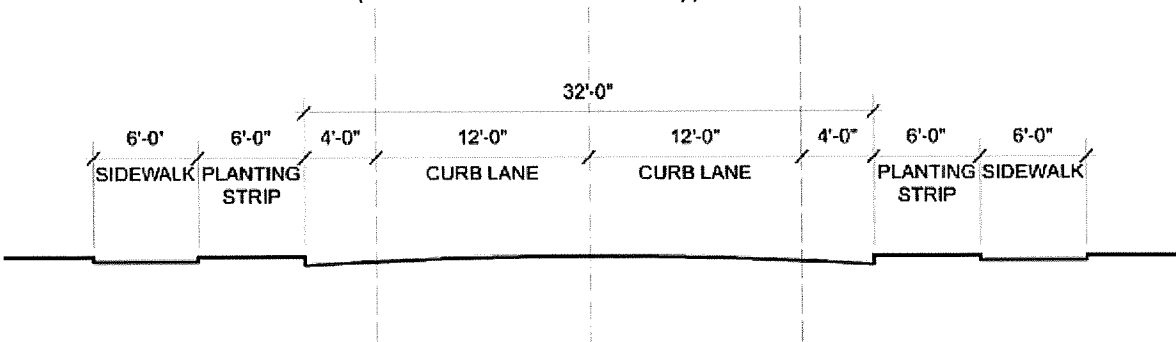
Texas Way will serve as the main public access route through the site. This street will be improved to include:

- Two 10-foot wide travel lanes;

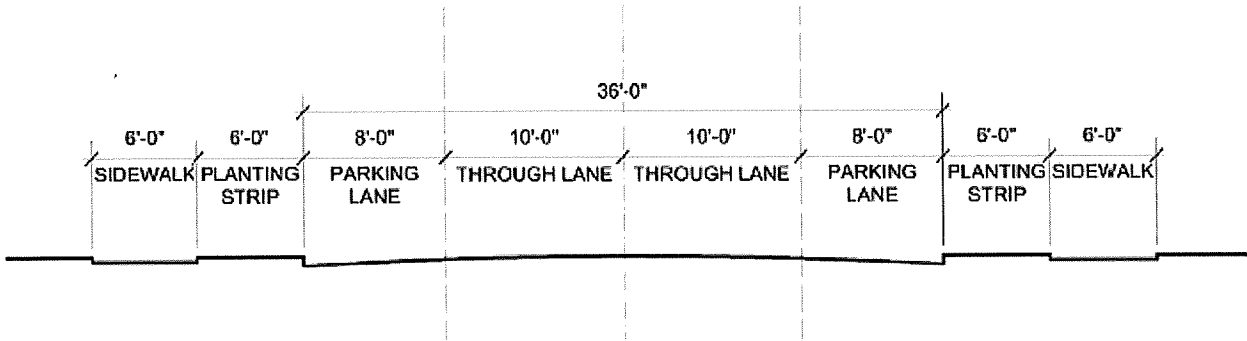
- 8-foot wide parking lanes (on both sides of roadway);
- 6-foot wide planting strips (on both sides of the roadway, adjacent to development areas); and
- 6-foot wide sidewalks (on both sides of roadway, adjacent to development areas).

Other new residential streets will be developed onsite to serve development. These streets will include:

- Two 12-foot wide travel lanes;
- 4-foot wide shoulders (on both sides of roadway);
- 6-foot wide planting strips (on both sides of roadway); and
- 6-foot wide sidewalks (on both sides of roadway).



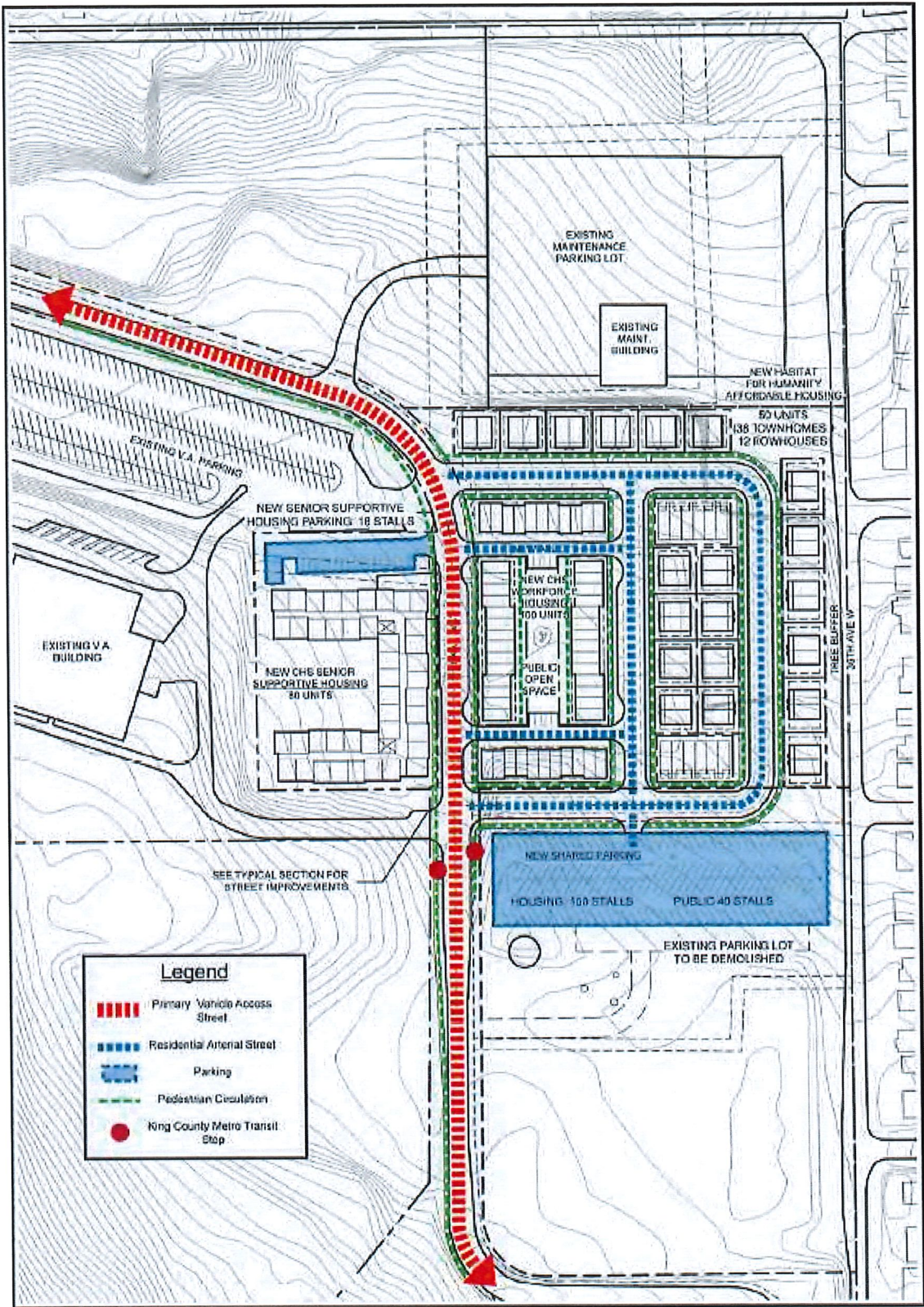
TYPICAL SECTION OF NEW RIGHTS-OF-WAY



TYPICAL SECTION OF TEXAS WAY AT ROAD IMPROVEMENT LOCATIONS

Typical Road Sections

King County Metro transit bus stops will be provided at two locations along Texas Way onsite: on either side of the roadway adjacent to the large shared parking area.



FORT LAWTON CIRCULATION PLAN  
 This figure is not to scale. Source: SMR Architects, 2017.

### 5.3.4. Parking

Parking will meet requirements of SMC 23.54.015. The plan includes up to 266 parking spaces for the community of up to 238 households (this includes the 85 older adult residents of the supportive housing). Sixty stalls will be provided for users of the multi-purpose athletic fields. Cars will be accommodated primarily in paved surface parking lots.

## 5.4 ESTIMATED ACREAGE BY USE

The following table illustrates projected change in estimated acreage by use with implementation of Fort Lawton Redevelopment Plan.<sup>5</sup>

Area	Estimated Acres - Current	Estimated Acres – Redevelopment Plan
<b>Built/Impervious</b>		
Buildings/Structure Footprints	2.3	2.2
Roadways/Sidewalks <sup>1</sup>	5.0	6.6
Surface Parking	11.2	4.4
<b>Subtotal</b>	<b>18.5</b>	<b>13.2</b>
<b>Open Space</b>		
Landscaped Area	5.9	2.6
Passive Open Space <sup>2</sup>	9.6	13.0
Active Open Space	0	5.1
<b>Subtotal</b>	<b>15.5</b>	<b>20.7</b>
<b>Total Area</b>	<b>33.9</b>	<b>33.9</b>

Source: Seattle Office of Housing, 2017

<sup>1</sup> Includes paved area along the Texas Way and 36th Avenue W rights of way.

<sup>2</sup> Passive open space area under existing conditions includes natural wooded areas.

<sup>5</sup> All acreage amounts will be confirmed by survey prior to conveyance.

# CHAPTER 6

## Conveyance of Army Property

The Fort Lawton Redevelopment Plan proposes acquiring several parcels through the federal public benefit conveyance process. Public benefit conveyances are conveyances of real and personal property to state and local governments and certain nonprofit organizations for public purposes as authorized by statute. The Fort Lawton Redevelopment Plan proposes public benefit conveyances for three purposes: supportive homeless housing, self-help ownership housing, parks, and public right-of-way. Conveyance of Fort Lawton parcels for purposes that do not qualify for public benefit conveyance would be acquired from the U.S. Army through negotiated sale.

The following table summarizes anticipated conveyances:

Acquisition method	Federal agency	Local entity	Use
Public conveyance \$0	U.S. Department of Housing and Urban Development (HUD)	City of Seattle/Office of Housing	Homeless supportive housing for older adults (Catholic Housing Services, long-term lease with City)
Negotiated sale \$TBD	U.S. Army	City of Seattle or Catholic Housing Services	Affordable rental housing for HHs ≤ 60% of AMI
Public conveyance \$0 (Habitat is submitting documentation supporting no cost conveyance; minimum discount is 75%)	U.S. Department of HUD	Habitat for Humanity	Self-help ownership housing for HHs ≤ 80% of AMI
Public conveyance \$0	U.S. Interior (National Parks Service)	City of Seattle/Parks & Recreation	Parks and recreation uses
Public conveyance \$TBD	U.S. Department of Education	Seattle Public Schools	Multi-purpose athletic fields
Public conveyance \$0	U.S. Army	City of Seattle	Public right-of-way



## 6.1 CITY OF SEATTLE

The Fort Lawton Redevelopment Plan envisions acquisition of between 1.5 and 2 acres<sup>6</sup> of the Fort Lawton site by the City for development of homeless supportive housing by Catholic Housing Services/United Indians through a no cost U.S. Department of Housing and Urban Development (HUD) homeless housing public benefit conveyance. This parcel will be used for the older adult housing building, accompanying outdoor activity areas, and parking. Catholic Housing Services will lease the parcel from the City according to terms of a long-term lease agreement.

Up to 2-acres will be acquired by the City from the U.S. Army through negotiated sale. This parcel will be developed by Catholic Housing Services to provide affordable rental housing for households with incomes up to 60% of AMI.

The U.S. Department of Interior will facilitate a no cost public benefit conveyance of the majority of Fort Lawton (up to 22 acres) to the City for parks and recreation-related uses. Between 4 and 5 acres of forest land in the west portion will be incorporated into Seattle's 534-acre Discovery Park, adjacent to the site. All park facilities will be designed and constructed to Seattle Parks and Recreation standards.

## 6.2 HABITAT FOR HUMANITY

Up to 4 acres of the Fort Lawton site will be acquired through a HUD self-help housing public benefit conveyance by Habitat of Humanity of Seattle/King County for development of ownership housing for households with incomes up to 80% of AMI. For self-help housing, the minimum discount on the acquisition price discount is 75 percent of the market value of the property. HUD may discount by a greater percentage if it is determined that a higher percentage is justified. Habitat for Humanity's conveyance application will include documentation justifying a no cost public benefit conveyance.

## 6.3 SEATTLE PUBLIC SCHOOLS

The Fort Lawton parks uses may include acquisition by Seattle Public Schools (SPS) of 5 to 6 acres located south of the new residential community for development of two unlit multi-purpose athletic fields and surface parking. The amount SPS pays for acquisition of the property would be discounted through a public benefit conveyance for parks uses, if approved by the Department of Education. Property identified for SPS acquisition and development will be acquired by Seattle Parks and Recreation through a public benefit conveyance by the Department of Interior's National Parks Department if SPS is unable to move forward with its proposal.

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<sup>6</sup> All acreage amounts will be confirmed by survey prior to conveyance.

# CHAPTER 7

## Implementation Strategy

### 7.1 DEVELOPMENT FUNDING

The Fort Lawton Redevelopment Plan will provide up to 238 units of affordable housing and acquire between 21 and 22 acres for parks and recreation uses requires funding from private and public sources.<sup>7</sup>

#### 7.1.1. Affordable housing

Seattle Office of Housing funding programs emphasize efficient, cost-effective, and sustainable affordable housing development. Awardees of City housing funds leverage other public and private fund sources: capital funding for housing development and, for homeless and special needs housing, ongoing funding for building operations and supportive services. Affordable housing fund sources are representative of typical supportive homeless housing, 60% of area median income (AMI) rental housing, and self-help ownership housing developments, and are subject to change in any given year.

Housing Levy Administrative and Financial Plan and Housing Funding Policies, as amended by the City Council, apply to Seattle Office of Housing funding of the homeless older adult housing, affordable rental housing, and self-help ownership housing. The policies address issues and priorities such as cost-effectiveness and sustainability, eligible and ineligible costs, community relations, affirmative marketing, fair contracting practices, construction requirements, and management plans.

Total cost of developing 85 studio unit apartment building for older adults who have experienced homelessness is projected to be \$28.3 million. Anticipated funding sources include the Seattle Office of Housing Rental Housing Program, 9% Low-Income Housing Tax Credit Equity, and may include State Housing Trust Fund.

Total cost of developing 100 affordable rental units for households with incomes up to 60% of AMI is projected to be \$40.2 million. Anticipated funding sources include Seattle Office of Housing Rental Housing Program, 4% Low-Income Housing Tax Credit Equity, and bond financing.

The total cost of developing the proposed 52 self-help ownership rowhouses/townhomes for households with incomes up to 80% of AMI is projected to be \$18.4 million. Anticipated funding sources include the homebuyer's affordable mortgages and down payments (estimated at nearly \$12 million), Seattle Office of Housing Homebuyer Assistance Program, State Housing Trust Fund, HUD Self-Help Ownership Opportunity Program, and the Federal Home Loan Bank.

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<sup>7</sup> All acreage amounts will be confirmed by survey prior to conveyance.



The organizations selected to develop affordable housing at Fort Lawton are in good standing and have strong track records for securing financing for similar projects. The Seattle Office of Housing will work closely with Catholic Housing Services, United Indians of All Tribes Foundation, and Habitat for Humanity to coordinate the timing of applications for funding from the City, State, and other public and private entities with implementing other key elements of the redevelopment plan, including parcel conveyances and infrastructure improvements.

### **7.1.2. Parks and recreation**

Between 4 and 5 acres of the park space is forest land and will be incorporated into Discovery Park. Two unlit, multi-purpose athletic fields will be provided in the central portion of the site and developed within the first few years. The total development cost, assuming a no cost public conveyance, is projected to be \$5.5-\$7.0 million depending upon design. Parking for 60 vehicles would add an additional \$500,000. Funding for the development is dependent on ownership and includes BEX V funding if the athletic fields are owned and developed by Seattle Public Schools, or Seattle Park District funding if owned by Seattle Parks and Recreation.

Much of the existing passive recreation space will remain as is (open grass). After the affordable housing development is complete, SPR will initiate an outreach process to determine what other recreation amenities are needed in the area.

## **7.2 ENTITLEMENTS**

Land entitlement is the legal process of obtaining approvals for a development plan. Before developing the Fort Lawton site, public property must be conveyed by the U.S. Army to the City according to the BRAC process. Conveyances would include acquisitions and subsequent sales or leases of parcels designated for affordable housing development and executing necessary easement agreements.

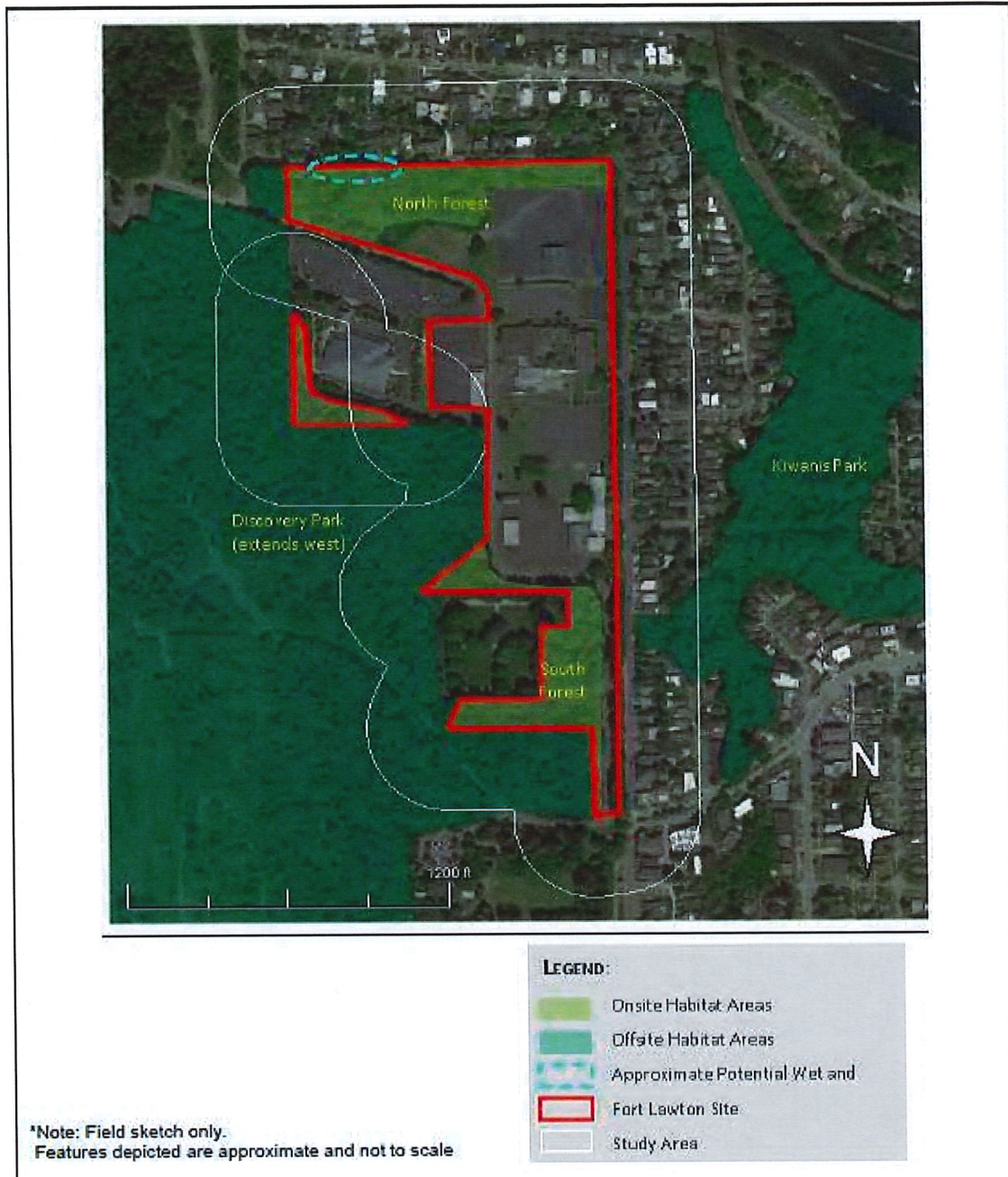
Implementing the Fort Lawton Redevelopment Plan also necessitates that a portion of the site be rezoned from the existing SF 7200 zoning to LR2(M1) zoning classification. The Fort Lawton Army Reserve Complex is designated for multifamily uses on the Comprehensive Plan Future Land Use Map. However, multifamily housing as called for by the plan is precluded by current zoning.

Legislation identifying the proposed rezone area and zone designation will be transmitted to the City Council for review. Assuming approval of the rezone of the approximately 9 to 10 acres of the 34-acre site to LR2(M1) and completing the BRAC conveyances process, the redevelopment team will prepare a preliminary plat application. Platting and development at Fort Lawton will adhere to applicable City Land Use Code requirements.

### 7.3 CRITICAL AREA AND WILDLIFE PROTECTION

The City has mapped Fort Lawton's north forest and Kiwanis Memorial Preserve Park (east of Fort Lawton) as Wildlife Environmental Conservation Areas (ECAs). In addition, great blue herons are regulated by the City as a species of local importance. They are also monitored by the State and listed as a Washington State Priority Species by the Washington State Department of Fish and Wildlife.

A great blue heron rookery used to be located in Kiwanis Memorial Preserve Park, located east of Fort Lawton in Magnolia. In 2010, Kiwanis Park was named the City's first Wildlife Sanctuary to protect Seattle's largest nesting colony of great blue herons. In May 2013, due to extreme eagle predation, the Kiwanis Ravine colony moved to Commodore Park on the Lake Washington Ship Canal. Development within a great blue heron management area or pre-nesting area as defined by Director's Rule 13-2018 is either subject to conditions of a Washington State Fish and Wildlife-approved management plan or must provide a seasonal buffer (Appendix E.1 - Guiding Plans, Policies and Analyses, City of Seattle, *Directors Rule 13-2018*). Design of future development and related construction activity inside any buffer areas subject to those conditions would be consistent with applicable requirements. The FEIS expects no direct impacts to critical areas and sensitive wildlife species under the proposed redevelopment plan (Appendix E.1 - Guiding Plans, Policies and Analyses, *Final Environmental Impact Statement*, p. 3.2-11).



Source: The Watershed Company, 2017

## 7.4 PHASING

All the buildings on the Fort Lawton site, except OMS-Building 245, will be demolished and removed. OMS-Building 245 will be preserved as a maintenance facility for SPR. Site grading for the residential and parks and recreation uses and associated infrastructure at the Fort Lawton site will occur during initial site preparation and during all subsequent phases of site redevelopment. As much as possible, buildings, fields, and infrastructure will be designed to conform to the existing site topography and minimal grading will occur.

The Fort Lawton Redevelopment Plan will be approved and implemented over an estimated eight years. Project construction will begin after property conveyance, zoning reclassification, and other approvals, likely in 2021. Actual buildout will depend on funding availability.

Estimated Phasing Schedule	
Year	Activity
2019	<ul style="list-style-type: none"> <li>• Rezone for portion of site approved by City Council</li> <li>• Submission, review, and approval of applications by U.S. Department of Housing and Urban Development (HUD) and U.S. Army</li> <li>• Surveys and platting</li> <li>• Applications for property conveyances</li> </ul>
2020	<ul style="list-style-type: none"> <li>• Public benefit conveyance of parcel for homeless and self-help ownership housing by HUD</li> <li>• Public benefit conveyance of parcels for parks uses by the U.S. Department of Interior (National Parks Services) to Seattle Parks and Recreation</li> <li>• Potential public benefit conveyance of ~ 6-acre parcel for parks use by the U.S. Department of Education Service to Seattle Public Schools (SPS); or if public benefit conveyance is not possible, public benefit conveyance to Seattle Parks and Recreation</li> <li>• Negotiated sale of parcel for affordable rental housing by U.S. Army</li> <li>• Pre-development activity and infrastructure planning</li> </ul>
2021-2026	<ul style="list-style-type: none"> <li>• Finish demolition</li> <li>• Complete development of multi-purpose athletic fields</li> <li>• Affordable housing funding applications, MUP and building permits, construction, lease-up, and sale</li> </ul>

# APPENDICES

## APPENDIX A – FORT LAWTON LEGAL DESCRIPTION

USARC Fort Lawton, Seattle, WA  
License to City of Seattle

Tract A  
± 33.95 acs

### Exhibit "A"

#### LEGAL DESCRIPTION

Two parcels of land lying in Sections 10 and 15 of Township 25 North, Range 3 East, Willamette Meridian, King County, Washington, described as follows:

#### Parcel 1:

Commencing at a tack in lead 7.33 feet northerly of a City of Seattle Monument located in the intersection of West Government Way and 36th Avenue West centerlines; thence north 01°17'08" east, a distance of 35.00 feet to the Point of Beginning;

Thence south 83°35'50" west, a distance of 52.05 feet to a point known as "R-3";  
Thence south 84°30'07" west, a distance of 70.00 feet to a point known as "R-4";  
Thence north 01°55'27" east, a distance of 309.75 feet to a point known as "R-2";  
Thence north 86°43'56" west, a distance of 236.56 feet to a point known as "D1-2";  
Thence north 86°49'36" west, a distance of 294.11 feet to a Monument stamped "APS-8";  
Thence north 25°01'24" east, a distance of 115.05 feet to a Monument stamped "APS-5";  
Thence south 88°58'28" east, a distance of 312.78 feet to a Monument stamped "APS-4";  
Thence north 01°07'03" east, a distance of 231.81 feet to a Monument stamped "APS-3";  
Thence south 88°52'56" east, a distance of 87.90 feet to a Monument stamped "APS-7";  
Thence north 01°15'00" east, a distance of 158.10 feet to a Monument stamped "APS-6";  
Thence north 89°50'11" west, a distance of 112.47 feet to a point known as "D5-1";  
Thence north 88°58'20" west, a distance of 378.60 feet to an existing City of Seattle Monument established for Discovery Park, and being known as Monument "F" in survey, dated 8 June 1971;  
Thence north 40°44'24" east, a distance of 260.33 feet to the City of Seattle Monument "E";  
Thence north 02°11'15" east, a distance of 422.37 feet to the City of Seattle Monument "C";  
Thence continuing north 02°11'15" east, a distance of 61.08 feet;  
Thence north 88°49'14" west, a distance of 214.16 feet;  
Thence north 00°50'34" east, a distance of 316.13 feet;  
Thence south 88°49'14" east, a distance of 227.72 feet to the beginning of a 199.22 foot radius, non-tangent curve to the left;  
Thence along said curve to the left with a radius of 199.22 feet, through a central angle of 54°32'03", an arc distance of 189.65 feet;  
Thence north 70°40'17" west, a distance of 685.22 feet;

USARC Fort Lawton, Seattle, WA  
License to City of Seattle

Tract A  
± 33.95 acs

**Exhibit "A"**

Thence north 00°50'05" east, a distance of 259.78 feet;  
Thence south 88°53'03" east, a distance of 1,070.72 feet;  
Thence north 01°08'48" east, a distance of 261.54 feet;  
Thence south 84°39'11" east, a distance of 10.03 feet;  
Thence south 01°08'49" west, a distance of 260.80 feet;  
Thence south 88°53'03" east, a distance of 190.59 feet to the City of Seattle Monument "A";  
Thence south 01°11'51" west, a distance of 1,613.00 feet, more or less, to a point known as "D-6";  
Thence south 01°17'08" west, a distance of 813.21 feet to the Point of Beginning.

Contains 32.79 Acres

**Parcel 2:**

Beginning at an existing City of Seattle Monument established for Discovery Park, and being known as Monument "B" in survey, dated 8 June 1971;  
Thence south 88°49'14" east, a distance of 467.10 feet;  
Thence north 57°20'53" west, a distance of 66.05 feet;  
Thence north 76°29'50" west, a distance of 206.26 feet to the beginning of a 222.37 foot radius curve to the right;  
Thence along said curve to the right with a radius of 222.37 feet, through a central angle of 58°57'01", an arc distance of 228.80 feet;  
Thence north 00°02'38" west, a distance of 178.27 feet;  
Thence north 70°47'16" west, a distance of 43.62 feet;  
Thence south 00°50'34" west, a distance of 412.37 feet to the Point of Beginning.

Contains 1.16 Acres.

**Combined Total 33.95 Acres.**

By: JEF 4 Aug 2016  
Chkd: OJV 4 Aug 2016  
Loc: \\Outgrants\City of Seattle  
Map: DACA67-0-00-00.mxd  
Doc: 002407.docx

Page 2 of 2

## APPENDIX B – RESOLUTION 30883 AUTHORIZING REQUEST FOR RECOGNITION OF CITY OF SEATTLE AS FORT LAWTON LRA, 2006

**Status:** Adopted

**Date adopted by Full Council:** June 26, 2006

**Vote:** 9-0

**Date introduced/referred to committee:** June 26, 2006

**Committee:** [Full Council for Introduction and Adoption](#)

**Sponsor:** [LICATA](#)

A RESOLUTION relating to the Fort Lawton Army Reserve Center, authorizing the Mayor or his designee to request the United States Department of Defense to recognize the City of Seattle as a Local Redevelopment Authority (LRA) for the closure of the Fort Lawton Army Reserve Center (Fort Lawton), and authorizing the Mayor or his designee to apply for federal grant funds for the City to perform the duties of an LRA.

WHEREAS, through the federal Base Realignment and Closure Act (BRAC) process the Department of Defense has proposed closure of Fort Lawton and the President of the United States, with Congress concurring, has designated Fort Lawton for closure; and

WHEREAS, the Department of Defense, as the administering BRAC agency, has informed the City of the two ways in which the City can provide guidance and input into the Department of Defense disposal decision concerning Fort Lawton: either by the City serving as a Local Redevelopment Authority or by the City consulting with the Department of Defense during the disposal process; and

WHEREAS, acting as an LRA provides the greatest opportunity for the City to guide the Fort Lawton disposal process, by planning and implementing a community involvement process and by preparing a local redevelopment plan for Fort Lawton; and

WHEREAS, the City desires to ensure adequate access to Discovery Park is provided and the reuse of Fort Lawton is consistent with the City's comprehensive plan and reflects citywide priorities and community interests; and

WHEREAS, the Department of Defense has advised the City of the availability of grant funds to perform the duties of an LRA; and

WHEREAS, the City believes the recognition of the City as the LRA for Fort Lawton would be beneficial to the City and its citizens and provide the opportunity for the City to lead a community input process prior to the City's preparation of a Fort

Lawton redevelopment plan for the Department of Defense to consider in disposing of this property; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:

Section 1. The Mayor or his designee is authorized to submit to the Department of Defense, for and on behalf of the City of Seattle, a request that the City be recognized as the Local Redevelopment Authority for the Fort Lawton BRAC disposal process.

Upon recognition as the LRA, the Mayor or his designee is authorized to identify appropriate stakeholders and lead a community input process to develop a redevelopment plan for the Fort Lawton Army Reserve Center, all in accordance with the requirements of and schedule identified in the BRAC process.

Section 2. The Mayor or his designee is authorized to submit grant applications to the Department of Defense for funding to assist the City to perform the duties of an LRA and to provide such information and documents as may be required in connection therewith.

Adopted by the City Council...

## APPENDIX C – RESOLUTION 31086 APPROVING FORT LAWTON APPLICATION FOR CONVEYANCES, 2008

**Status:** Adopted as Amended

**Date adopted by Full Council:** September 22, 2008

**Vote:** 8-0 (Absent: Rasmussen)

**Date introduced/referred to committee:** September 8, 2008

**Committee:** [Housing and Economic Development](#)

**Sponsor:** [MCIVER](#)

WHEREAS the United States Congress has authorized the closure of the 2LT Robert R. Leisy USARC/AMSA 79, CPT James R. Harvey USARC, and the Fort Lawton USAR Complex ("Fort Lawton Army Reserve Center"), and the United States Army has published notices that property at the facility will be available for nonmilitary use and ownership; and

WHEREAS the United States Congress has determined the Fort Lawton Army Reserve Center is surplus to the United States needs in accordance with the Defense Base Closure and



Realignment Act of 1990, Public Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved; and

WHEREAS the Defense Base Closure and Realignment Act authorizes the Department of Defense (DOD) and Army to make final decisions regarding the disposition of base property and facilities, and the DOD has asked the City to develop a Fort Lawton Application that includes a Redevelopment Plan ("Plan"), a homeless assistance submission and public comments, for submission in November 2008, for use by the DOD and Department of Housing and Urban Development (HUD) as the context for considering all requests for reuse of the base; and

WHEREAS the City has worked with the DOD, HUD, the Housing Authority of the City of Seattle, Archdiocesan Housing Authority, United Indians of All Tribes Foundation, YWCA of Seattle, Habitat for Humanity, Cascade Land Conservancy, the community, and others for the past year and a half to develop a feasible redevelopment plan and a homeless assistance submission; and

WHEREAS the City of Seattle, acting as the Local Redevelopment Authority, solicited and received Notices of Interest for property from homeless assistance providers and other eligible recipients of public benefit property transfers; and

WHEREAS the City of Seattle, acting as the Local Redevelopment Authority, drafted a redevelopment plan and other documents in accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the 2005 Base Closure and Realignment Commission Report, as approved; and

WHEREAS, the Mayor has presented to the City Council his proposed Application for property at Fort Lawton Army Reserve Center ("Application"); and

WHEREAS, the City Council has reviewed the proposed Application and Redevelopment Plan, and held two public hearing to receive public comments on such documents; and

WHEREAS, the final Plan serves as a statement to the United States government of City policy regarding the reuse of property at the Fort Lawton Army Reserve Center; and

WHEREAS, the implementation of the Plan depends on approval by HUD and the DOD, the results of environmental reviews and other processes; and

WHEREAS, the Council intends that the amount of housing for the homeless in the Plan area will not be increased above the planned 85 units; and

WHEREAS, if changes to the Plan are required due to project feasibility or as a result of negotiations with HUD or the DOD that would involve significant changes to the planned total number of housing units or total number of homeless housing units,

or both, the Council intends to consider them only after further discussion and consultation with the community; and

WHEREAS, as future planning proceeds for the redevelopment of the Fort Lawton Army Reserve Center, the City will examine and discuss with the community issues concerning the intersection of 36th Ave W., Texas Way W., and W. Government Way;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:

Section 1. The City of Seattle's Fort Lawton Application, attached to this Resolution as Attachments A, B and C and incorporated by this reference, including the City's Redevelopment Plan, is hereby adopted and approved and the City of Seattle's Director of Housing is hereby authorized to forward the application to the United States Department of Defense and United States Department of Housing and Urban Development pursuant to 24 CFR Part 586 and 32 CFR Part 176.

Adopted by the City Council...

## **APPENDIX D – RESOLUTION \_\_\_\_\_ APPROVING FORT LAWTON REDEVELOPMENT PLAN, 2019 UPDATE**

## APPENDIX E – REFERENCES

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## APPENDIX F – ESTIMATED DEVELOPMENT BUDGETS: HOMELESS AND AFFORDABLE HOUSING

ESTIMATED BUDGET		
Catholic Housing Services/United Indians		
Supportive Housing for Homeless Older adults (85 Units)		
<b>Uses</b>		
Acquisition		\$30,099
Construction		\$21,506,392
Soft Costs		\$3,642,493
Pre Dev/Bridge Financing		\$105,000
Construction Financing		\$1,482,299
Permanent Financing		\$237,003
Capitalized Reserves		\$409,044
Other Development Costs		\$857,609
Bond Related Costs		\$-
	<b>Total</b>	<b>\$28,269,939</b>
<b>Sources</b>		
City of Seattle		\$9,143,243
LIHTC Equity		\$19,126,695
	<b>Total</b>	<b>\$28,269,939</b>

<b>ESTIMATED BUDGET</b>	
<b>Catholic Housing Services</b>	
<b>Affordable Rental Housing for Households ≤ 60% of AMI (100 units)</b>	
<b>Uses</b>	
Acquisition (estimate)	\$1,191,336
Construction	\$31,804,109
Soft Costs	\$3,440,611
Pre Dev/Bridge Financing	\$109,453
Construction Financing	\$1,912,856
Permanent Financing	\$349,648
Capitalized Reserves	\$118,541
Other Development Costs	\$1,143,435
Bond Related Costs	\$180,000
<b>Total</b>	<b>\$40,249,989</b>
<b>Sources</b>	
City of Seattle	\$7,720,036
Private Debt	\$13,602,511
Deferred Fee	\$2,609,981
LIHTC Equity	\$16,317,462
<b>Total</b>	<b>\$40,249,989</b>

<b>ESTIMATED BUDGET</b>	
<b>Habitat for Humanity</b>	
<b>Permanently affordable ownership housing (52 homes)</b>	
<b>Uses</b>	
Acquisition Costs	\$0
Construction Costs (buildings)	\$15,310,554.00
Construction Costs (Site-Work)	\$2,057,116.00
Construction Costs (other)	\$63,696.00
Soft Costs	\$444,200.00
Other Development fees	\$483,373.00
<b>Total</b>	<b>\$18,358,939.00</b>
<b>Sources</b>	
Homebuyer mortgages and downpayment	\$11,938,939.00
Seattle Office of Housing (Levy)	\$4,680,000.00
State Housing Trust Fund	\$600,000.00
Self-Help Homeownership Program (HUD)	\$780,000.00
Federal Home Loan Bank	\$360,000.00
<b>Total</b>	<b>\$18,358,939.00</b>

**APPENDIX G – MARKET STUDY – GREENFIELD INSTITUTE, 2/22/2019**

[Affordable Homeownership Opportunities at the Fort Lawton Site in Seattle, WA - Greenfield Institute](#)

**APPENDIX H – FORT LAWTON HOMELESS ASSISTANCE SUBMISSION**

[Weblink to be created after Seattle City Council action on Resolution]



PREPARED BY:

City of Seattle Office of Housing  
with Seattle Parks and Recreation and Office of Intergovernmental Relations

Cover drawing by EDAW and GGLO

# Fort Lawton Army Reserve Center

Appendix H to Attachment 1

## Homeless Assistance Submission

Updated April 1, 2019





# Acknowledgements

The Fort Lawton Redevelopment Plan was prepared by the City of Seattle Office of Housing, in cooperation with the Seattle Parks and Recreation, Seattle Office of Intergovernmental Affairs, Catholic Housing Services of Western Washington, United Indians of All Tribes Foundation, and Habitat for Humanity of Seattle/King County.

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# Introduction

With the pending disposition of Fort Lawton by the U.S. Army, Seattle will realize on an unprecedented opportunity to acquire publicly owned land in one of the wealthiest parts of the city at no cost to create housing for older adults who have experienced homelessness. **In 2006, the City of Seattle (the City) was designated by the U.S. Army as the Local Redevelopment Authority (LRA) for the approximately 34-acres of Fort Lawton slated for disposition under the Base Realignment and Closure Act (BRAC).** After over a decade encompassing substantial planning and public outreach, legal challenges, and modifications, the City is proud to forward the Fort Lawton Redevelopment Plan, which affirmatively furthers fair housing choice for low-income people (Appendix C – City of Seattle Guiding Plans, Policies, *Joint Assessment of Fair Housing, 2017*).

This Homeless Assistance Submission includes (1) information about homelessness in Seattle; (2) the Notices of Interest received that proposed assistance to persons and/or families experiencing homelessness; (3) a legally binding agreement between the City and Catholic Housing Services, owner/developer of supportive homeless housing to be built at Fort Lawton; (4) an assessment of the need for 85 units of permanent housing for older adults (over 55) who have experienced homelessness compared with economic and other development needs; and (5) a description of the outreach undertaken by the City as the LRA, including a list of the representatives of persons experiencing homelessness contacted during the outreach process.



# CHAPTER 1

## Addressing Homelessness in Seattle/King County

### 1.1 CONSOLIDATED PLAN AND CONTINUUM OF CARE

Homelessness is one of Seattle's most urgent fair housing challenges, with persons of color and people with disabilities representing a disproportionate share of those living without shelter.

Nearly two-thirds of the approximately 45,000 households who are extremely cost burdened (i.e. spend more than one-half of their income on housing costs) have extremely low-incomes (i.e.  $\leq 30$  of area median income).<sup>1</sup> The share of households struggling with severe housing cost burden is approximately 15% for white/non-Hispanics, 30% for blacks, and 21% for Hispanics.<sup>2</sup> High housing costs and rent increases puts our region's most vulnerable individuals and families at greater risk of displacement and options to maintain housing stability are slim.

Seattle's Consolidated Plan describes the nature and extent of homelessness in Seattle using data from U.S. Department of Housing and Urban Development (HUD) Homeless Management Information System and our community's Count Us In, Point-in-Time count of persons who are unsheltered in King County . During the January 2018 Point-In-Time count, there were over 12,000 persons who were homeless county-wide. This number included 5,792 persons who were in shelters and transitional housing programs, and at least 6,320 persons who were unsheltered (4,488 unsheltered in the city of Seattle). Additional findings from the 2018 Count Us In report are summarized in the following section.

Seattle has an estimated effective shortage of at least 27,500 affordable and available rental units for households with incomes 0 to 30% of area median income. The analysis is limited to households living in housing units. Therefore, the estimated shortage does not factor in the housing needs of homeless people who are living on the streets or in temporary shelters in Seattle. The region's severe affordable housing shortage puts pressure on efforts to end homelessness. Seattle needs thousands of permanent housing units, with supportive services, to address crises faced by persons – both visible and invisible to the public eye – experiencing homelessness. In addition to people experiencing homelessness, Seattle's estimated 27,500 shortage of housing for its  $\leq 30\%$  AMI households also excludes the thousands of net new

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<sup>1</sup> U.S. Department of Housing and Urban Development (HUD), Office of Policy Development and Research (PD&R), Consolidated Planning/CHAS Data, 5-year 2015 ACS, Seattle city, Washington.

<sup>2</sup> Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *Consolidated Plan for Housing and Community Development*, 2018, HUD Table 10, p. 225.

affordable housing units needed to keep pace with low-wage job growth—the gap between housing costs and lower wage jobs continues to widen.

All Home is Seattle and King County’s coordinating agency to make homelessness rare, eliminate racial disparities, and ensure that if one becomes homeless that it is a brief and one-time occurrence. Seattle/King County’s continuum of care is managed by All Home and described in All Home’s Strategic Plan (Appendix B.3 - All Home King County, *Our Strategic Plan*).

### All Home Strategic Plan – Goals and Strategies

Goal 1: make homelessness rare	<ul style="list-style-type: none"> <li>• strategy 1.1: advocate and align systems to prevent people from experiencing homelessness</li> <li>• strategy 1.2: advocate and support partners to preserve existing and create more affordable housing for those making below 30% AMI</li> <li>• strategy 1.3: expand evidence-based pre-adjudication and post-conviction sentencing alternatives that minimize involvement in the criminal justice system for people experiencing homelessness</li> </ul>
Goal 2: make homelessness brief and one-time	<ul style="list-style-type: none"> <li>• strategy 2.1: address crisis as quickly as possible</li> <li>• strategy 2.2: foster collaboration between first responders, service providers, and local communities to increase housing stability for those experiencing homelessness</li> <li>• strategy 2.3: assess, divert, prioritize, and match people with housing and supports</li> <li>• strategy 2.4: right-size housing and supports to meet the needs of people experiencing homelessness</li> <li>• strategy 2.5: increase access to permanent housing</li> <li>• strategy 2.6: create employment and education opportunities to support stability</li> </ul>
Goal 3: a community to end homelessness	<ul style="list-style-type: none"> <li>• strategy 3.1: engage residents, housed and homeless, to take community action</li> <li>• strategy 3.2: provide effective and accountable community leadership</li> </ul>

Appendix B.3 - All Home King County, *Our Strategic Plan*, pp. 15-26

Some of the contributing factors to homelessness include high costs for housing and living expenses, extremely low household incomes, declining federal housing subsidies, and limited support systems, including the availability of medical and behavioral health services. Individuals and families face a variety of personal challenges that can place them at greater risk of housing instability and homelessness, including mental illness, chemical dependency, histories of

trauma, domestic violence, disabling health issues, criminal justice system involvement, immigration status, lack of education, unemployment and other financial barriers including credit and landlord histories.

### Persons and Families Experiencing Homelessness (Population)

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in households with adult(s) and child(ren)	2,752	81	9,488	686	3,363	382
Persons in households with only children	30	195	465	302	161	70
Persons in households with only adults	3,376	5,209	16,456	2,785	2,368	461
Chronically homeless individuals	702	1,779	672	20	225	889
Chronically homeless families	282	8	2,100	316	571	505
Veterans	636	693	2,100	316	571	505
Unaccompanied child	26	195	465	302	161	70
Persons with HIV	49	164	0	0	0	0

Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *Consolidated Plan, 2018, NA-40 Homeless Needs Assessment, Table 26*, p. 74

This Homeless Assistance Submission incorporates by reference Seattle/King County's **Continuum of Care Homeless Inventory Count** (Appendix D – HUD Continuum of Care Homeless Assistance Programs, *2018 Housing Inventory Count Report*, and Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *Consolidated Plan, 2018*, pp. 367-390). This is a complete listing of facilities, services, and programs assisting people experiencing homelessness, as submitted to HUD.

All Home applies annually for McKinney Continuum of Care Homeless Assistance Grant funds from HUD. As part of the notice of funding availability, HUD requires All Home to conduct a



local process to determine a priority order of projects. All Home Continuum of Care staff determine the final priority order, under the advisement of providers and local funders, and final decisions are approved by the All Home Coordinating Board. (Appendix B.2 - All Home King County, HUD Continuum of Care; 2018 CoC Program Project Application Materials)

## 1.2 COUNT US IN, POINT-IN-TIME COUNT OF PERSONS EXPERIENCING HOMELESSNESS

HUD requires all Continuums of Care to conduct a Point-in-Time count during the last 10 days of January, allowing for nationwide analysis of major trends over time and tracking progress toward ending homelessness. While Continuums of Care are required to conduct a Point-in-Time count of their unsheltered population on a biannual basis, Seattle/King County is among several communities that conducts an annual count.

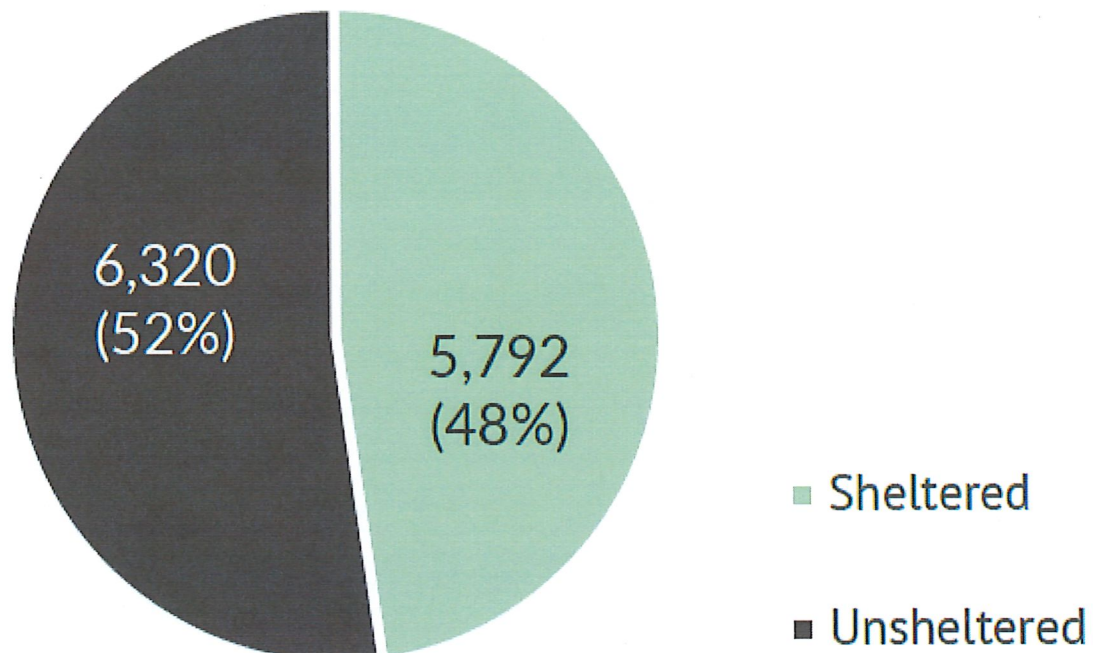
Nearly 1,000 community members from all regions of King County participate in the annual Count Us In. The general street count is conducted from approximately 2:00 AM to 6:00 AM and covers the entire geography of Seattle/King County. The report for the most recent count, done on January 25, 2019, is scheduled for release in May 2019.

On the night of January 26, 2018, a total of 12,112 individuals were experiencing homelessness in Seattle/King County. Compared to 2017, the number of individuals experiencing homelessness in Seattle/King County increased by 4% (469 persons). Over one-third (36%) of individuals over the age of 50 reported they were currently experiencing homelessness for the first time.

The Count Us In report (Appendix B.1 - All Home King County, *2018 Count Us In Report*, Point in Time Count) includes an enumeration of individuals experiencing homelessness in sheltered and unsheltered locations.

## INDIVIDUALS EXPERIENCING HOMELESSNESS, TOTAL COUNT POPULATION BY SHELTER STATUS

2018 Total = 12,112



*Note: The sheltered count is a one-night (January) count of individuals residing in emergency shelter, transitional housing, and safe haven programs.*

The report also includes an enumeration of individuals experiencing homelessness living in sheltered locations listed in the HUD 2018 Housing Inventory Count Report for Seattle/King County Continuum of Care (Appendix D – HUD Continuum of Care Homeless Assistance Programs, 2018 Housing Inventory Count Report). Sheltered locations include both temporary housing (emergency, safe haven and transitional housing) and permanent housing (permanent supportive housing, rapid re-housing, and other).

Among the sheltered population, the number of persons residing in emergency shelter increased by 3% (94 persons) and the number of persons residing in transitional housing and safe havens decreased by 17% (460 persons). The decrease in the sheltered population was due in part to the successful conversion of transitional housing to permanent housing.

Fifty-two percent (52%) of the population was unsheltered, living on the street, or in parks, tents, vehicles, or other places not meant for human habitation. The unsheltered population increased by 15% (835 persons).

The largest increase was observed among individuals living in vehicles. In 2018, there were an estimated 3,372 persons living in cars, RVs, and vans. This represented a 46% increase compared to 2017, when there were an estimated 2,314 persons living in vehicles. Alternatively, the unsheltered population not residing in vehicles, i.e., on the streets, in

buildings, or in tents, decreased by 7% (223 persons), indicating a shift within the unsheltered population.

Seventy-one percent (71%) of the county's unsheltered population identified during the street count were residing in Seattle. When compared to 2017, notable increases in the unsheltered population were observed in Seattle, North County, East County, and Northeast County.

#### INDIVIDUALS EXPERIENCING UNSHELTERED HOMELESSNESS, BY REGION

REGION	2018						TOTAL UNSHELTERED PERSONS	% OF TOTAL
	PERSONS ON STREETS/ OUTSIDE	PERSONS IN TENTS	PERSONS IN BUILDINGS	PERSONS IN CAR	PERSONS IN RV	PERSONS IN VAN		
East County	30	36	25	167	63	72	393	6%
North County	26	33	8	55	97	32	251	4%
Northeast County	18	80	1	4	28	6	137	2%
Seattle	1,120	1,034	55	592	1,375	312	4,488	71%
Southeast County	12	25	15	12	13	0	77	1%
Southwest County	259	129	42	333	154	57	974	15%
<b>Total</b>	<b>1,465</b>	<b>1,337</b>	<b>146</b>	<b>1,163</b>	<b>1,730</b>	<b>479</b>	<b>6,320</b>	<b>100%</b>

Appendix B.1 - All Home King County, 2018 Count Us In Report, Point in Time Count, p. 133

*Note: The Seattle region is based on jurisdictional boundaries, while all other regions were defined by census tracts and include both incorporated and unincorporated areas. The Seattle region was updated in 2018 to reflect jurisdictional boundaries for the city of Seattle.*

- Housing needs.** Ninety-eight percent (98%) of Count Us In Survey respondents said they would move into safe and affordable housing if it were offered. Prior to losing their housing, 70% of Count Us In Survey respondents reported living either in a home owned or rented by themselves or their partner, or with friends or relatives. Approximately 21% of survey respondents indicated that issues related to housing affordability were the primary conditions leading to their homelessness, including eviction (11%), inability to afford a rent increase (6%), family or friend could no longer afford to let them stay (2%), and foreclosure (2%). When asked what would help them to obtain permanent housing, 80% of Count Us In Survey respondents cited more affordable housing and rental assistance as key to ending their homelessness.
- Health needs.** Approximately 70% of Count Us In Survey respondents reported living with at least one health condition. The most frequently reported health conditions were psychiatric or emotional conditions (44%), post-traumatic stress disorder (37%), and drug or alcohol abuse (35%). Twenty-seven percent (27%) of respondents reported chronic health problems and 26% reported a physical disability. Over half (53%) of survey respondents indicated that they were living with at least one health condition that was disabling, i.e. preventing them from holding employment, living in stable housing, or taking care of themselves.

- *Employment needs.* One-quarter (25%) of Count Us In Survey respondents cited job loss as the primary cause of their homelessness. The majority (80%) of survey respondents reported being unemployed. Forty-five percent (45%) of respondents reported they were looking for work. Sixteen percent (16%) reported they were unable to work due to disability or retirement.
- *Disproportionate impacts on people of color and LGBTQ+.* Homelessness disproportionately impacts people of color and people identifying as LGBTQ+. In 2018, the majority of individuals experiencing homelessness in Seattle/King County identified as people of color. When compared to the demographic racial profiles of the county's general population, the largest disparities were observed among those identifying as Black or African American (27% in the Point-in-Time Count compared to 6% in the general King County population), as Hispanic or Latino (15% compared to 9%), and with multiple races (16% compared to 6%).

Individuals in families identified as people of color at higher rates than individuals who were not in families, and family survey respondents reported encountering a language barrier when trying to access local services at a rate six times higher than survey respondents with no children.

The shelter status of individuals experiencing homelessness in Seattle/King County varied across race and ethnicity as well as by gender. Individuals identifying with multiple races, as American Indian or Alaska Native, and as transgender or with a gender other than male or female reported the highest rates of being unsheltered.

A 2015 Gallup U.S. Daily survey found that 4.8% of the general population living in the Seattle-Tacoma-Bellevue region identifies as lesbian, gay, bisexual, or transgender. The majority (82%) of 2018 Count Us In Survey respondents identified as straight, while 8% identified as bisexual, 6% identified as gay or lesbian, and 1% identified as queer. One-third (33%) of unaccompanied youth and young adults under 25 years old identified as LGBTQ+, compared to 16% of all other survey respondents.

Additionally, histories of domestic violence and partner abuse were most prevalent among LGBTQ+ survey respondents when compared to non-LGBTQ+ survey respondents. Individuals identifying as LGBTQ+ also indicated higher rates of foster care involvement compared to other survey respondents (25% compared to 15%).

- *Chronic homelessness.* An estimated 3,552 individuals were experiencing chronic homelessness. Chronic homelessness is defined as sleeping in places not meant for human habitation or staying in emergency shelters for a year or longer—or experiencing at least four such episodes of homelessness in the last three years—and also living with a disabling condition such as a chronic health problem, psychiatric or emotional condition, or physical disability. On the night of the count, 71% of individuals experiencing chronic homelessness were unsheltered and 29% were residing in sheltered locations. Compared to 2017, the number of individuals experiencing chronic homelessness increased by 28% (779 persons).

- *Veterans.* An estimated 921 individuals identified as veterans. On the night of the count, over half (57%) of veterans were unsheltered and 43% were sheltered. Approximately 35% of veterans were experiencing chronic homelessness. Twenty-three veterans were part of family households with children. Compared to 2017, the number of veterans experiencing homelessness decreased by 31% (408 persons). The number of veterans experiencing chronic homelessness decreased by 23% (96 persons).
- *Domestic violence.* Thirty-six percent (36%) of Count Us In Survey respondents reported a history of domestic violence or partner abuse, and 7% reported that they were currently experiencing domestic violence. Histories of domestic violence or partner abuse were most prevalent among individuals identifying as LGBTQ+ (55%), unaccompanied youth and young adults under 25 years old (45%), and families with children (40%).
- *Living in vehicles.* An estimated 3,372 individuals were living in vehicles. Persons living in vehicles represented over half (53%) of the unsheltered population. Fifty-one percent (51%) of vehicle residents were living in RVs, 34% were living in cars, and 14% were living in vans. Compared to 2017, the number of individuals living in vehicles increased by 46% (1,058 persons).

### 1.3 STRENGTHS AND GAPS OF DELIVERY SYSTEM

Seattle has been a national leader in the creation of permanent supportive housing for homeless individuals and families, particularly through "Housing First" models that eliminate barriers to entry. As the homeless crisis has grown, Seattle has renewed its commitment to expanding the supply of supportive housing through capital investments. Homeless individuals and families have been and will remain priority populations for the Seattle Housing Levy and other City housing funding awards.

*...the City's approach to homelessness is to move homeless people into housing quickly and then provide them services as needed. By focusing on helping individuals and families quickly move into permanent housing, the City helps the homeless avoid a costly and lengthy series of steps from emergency shelter to transitional housing to permanent housing. Social service agencies nationwide have found that without stable housing, it is extremely difficult for someone to tackle problems, including those related to physical or mental health or addiction, that may have led to that person's homelessness. Removing barriers to housing reduces homelessness and helps people avoid the humiliation and vulnerability caused by not having a home. (Appendix C – City of Seattle Guiding Plans, Policies, Seattle Comprehensive Plan, December 2018, p. 98)*

The City leverages four federal grants governed by its Consolidated Plan with voter-approved Seattle Housing Levy funds and other public and private funds. The City has been particularly effective at leveraging capital funding for housing, including housing for individuals and families who have experienced homelessness.

The history of Seattle as a progressive leader in equitable, affordable housing development and diverse public benefit and service systems demonstrates the success of past coordination of efforts. With diverse resources and depth of scope comes the challenges of multiple stakeholders, multiple administrative structures, and the complexity inherent in that institutional delivery system. Consistent quality review at the program and procedural levels is critical to the continuing success and oversight of services grants over time.

Seattle benefits from experienced housing organizations and service providers and the influx of emerging community-based organizations addressing needs of marginalized and unserved populations. Continuing to engage and empower the people who are able to access housing and human service programs is critical. Nationally recognized leadership and commitment to evidence-based best practices, robust and collaborative funding, and strong partnerships with housing and services providers are all foundational to the effectiveness of serving the needs of people experiencing homelessness in Seattle.

### Summary of Homeless Prevention Services (Priority Needs)

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	
<b>Street Outreach Services</b>			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X		
Mental Health Counseling	X	X	
Transportation	X	X	

Appendix C – City of Seattle Guiding Plans, Policies, Consolidated Plan, 2018, SP-40 Institutional Delivery Structure, Table 55, p. 197

Housing First's documented effectiveness in moving individuals and families to housing quickly and increasing the likelihood of them remaining stably housed over time makes it critical to City

efforts to end homelessness (Appendix E – National Alliance to End Homelessness, *Fact Sheet: Housing First*). The City will continue to collaborate with King County and other jurisdictions in efforts to prevent and end homelessness and focus those efforts on providing permanent housing and supportive services and securing the resources to do so.

# Chapter 2

## Notices of Interest for Homeless Assistance

### 2.1 OUTREACH TO HOMELESS ASSISTANCE PROVIDERS

The City, as LRA, conducted extensive outreach efforts to Seattle/King County housing and services providers for individuals and families who have experienced homelessness. The outreach encompassed newspaper advertisements, direct notice to homeless assistance providers, a workshop and tour of Fort Lawton, and public meetings.

The City of Seattle initiated the outreach process in 2006 by proactively contacting local homeless housing and service providers and advocates about the opportunity presented by the pending property disposition at Fort Lawton. City announcements about the opportunity for public benefit conveyances and soliciting Notices of Interest (NOIs) were published in the *Daily Journal of Commerce* and the *Seattle Times*. (Appendix F – *Notice of Availability Published in Daily Journal of Commerce and Seattle Times*, September 2006). The notice specified a deadline for submission of NOIs of January 10, 2007.

The Seattle Office of Housing, together with assistance from the Department of Human Services Department, U.S. Department of Housing and Urban Development, and the Housing Development Consortium (affordable housing advocacy and planning collaborative of non-profit and for-profit developers and businesses in Seattle/King County) generated a list of over 50 organizations that represent or assist people who have experienced homelessness (Appendix J.1 - 2006: *Homeless Assistance Providers Contacted About Public Benefit Conveyance Opportunities at Fort Lawton*). Each of these organizations was informed by certified mail about the availability of property at Fort Lawton and invited to a September 26, 2006 meeting to review Base Realignment and Closure (BRAC) rules, learn about the Notice of Interest application process, and tour the site.

Thirty-three people, including some members of the public, attended the September 2006 workshop and tour. The workshop and tour provided an opportunity for the City to inform representatives of the homeless about the (1) pending closure of the Fort Lawton Army Reserve Center and the U.S. Army/HUD process for disposition of property; (2) status of existing facilities; (3) process and schedule for receiving notices of interest. (Appendix H – 2006 Outreach Materials)



## 2.2 NOTICES OF INTEREST RECEIVED FROM HOMELESS ASSISTANCE PROVIDERS

On January 10, 2006, the City, as LRA, received five Notices of Interest (NOIs), three of which included a proposal for assistance for individuals and/or families experiencing homelessness (Appendix I – *Copies of Fort Lawton Notices of Interest (NOIs) Received by LRA*).

1. United Indians of All Tribes Foundation (United Tribes), lead developer – market rate housing, **homeless housing**, community space and open space
2. Seattle Housing Authority, lead developer – market rate housing, **homeless housing**, self-help housing, and open space
3. Downtown Emergency Service Center – **homeless housing**
4. Seattle Parks Department – acquisition of portions of Fort Lawton to be incorporated into Discovery Park
5. Seattle Veterans Museum – acquisition of an existing structure (tbd) at Fort Lawton for Seattle Veterans Museum

Downtown Emergency Services Center subsequently withdrew its NOI for homeless housing so that NOI is not discussed in this Homeless Assistance Submission although it is available in Appendix I.

The following chart summarizes the NOI for homeless housing, including those that were component of larger redevelopment plans.

Organization	Proposed Housing for Persons Experiencing Homeless	Number of Units
Archdiocesan Housing Authority (dba Catholic Housing Services), services by United Indians of All Tribes Foundation (United Indians)	Permanent housing for homeless seniors (reuse of Harvey Hall)	44
Archdiocesan Housing Authority (dba Catholic Housing Services)	Permanent housing for homeless families (new construction)	50
Low Income Housing Institute	Permanent housing for homeless artists, youth, and veterans (reuse of Leisy Hall)	75
Young Women's Christian Association of Seattle-King County-Snohomish County (YWCA)	Permanent housing for homeless families (new construction)	60

The Mayor appointed a technical advisory group (TAG) comprised of local citizens with expertise in land use planning, financing, housing for the homeless, and residents of the Magnolia neighborhood, where Fort Lawton is located, to help review the NOIs. The City required substantial documentation as part of the NOIs from homeless assistance providers,

including information documenting organizational and financial capacity. Recommendations were based in part on review by and consultations with Seattle's Office of Housing and Human Services Department staff who have substantial homeless housing and services underwriting and compliance monitoring experience.

The proposal for housing for youth, veterans, and artists experiencing homelessness was not selected due to lack of developer capacity. When the NOI was submitted, the developer already had a sizable pipeline of Seattle and Puget Sound region projects for which permanent or bridge loans had been awarded and showed an operating loss in the prior year.

The Fort Lawton supportive housing program was developed in consultation with the homeless providers. The City, as LRA, recommended the Archdiocesan Housing Authority (Catholic Housing Services) to develop 85 units of permanent housing for persons experiencing homelessness. The recommendation included Archdiocesan Housing Authority partnerships with United Indians for services for 55 senior units and with the YWCA for case management for 30 family units. Conversion of the existing structures (Harvey and Leisy Halls), which the U.S. Army used for administrative and training purposes, was not economically viable. New construction of the 85 units would achieve cost efficiencies and allow for more flexible use of the site.

The TAG completed its review in early 2007, and together with City staff recommended the Archdiocesan Housing Authority NOI program to Mayor Nickels. The 85-unit supportive housing plan was part of the LRA application, including redevelopment plan, authorized by Seattle City Council in 2008 and subsequently approved by HUD.

The Fort Lawton Redevelopment Plan, as updated after scoping, environmental review, and public comment, no longer includes the homeless family housing component. All 85 units of supportive housing will be developed by the same agency (Catholic Housing Services, dba Archdiocesan Housing Authority) and occupied by older adults (over age 55), including veterans, who have experienced homelessness. United Indians will be a services provider, as originally proposed.

Catholic Housing Services (dba Archdiocesan Housing Authority) seeks to build better lives, stronger families and healthier communities across Western Washington. Established in 1979, CHS develops, owns or manages more than 2,500 affordable housing units at 62 properties that serve homeless, low-income and special needs individuals and families. CHS has an annual operating budget of approximately \$23 million, 236 employees and assets of more than \$294 million owned or under management.

CHS partners with Catholic Community Services to provide supportive services for people who have experienced homelessness, low-income seniors, farmworker families, and those who have special physical and mental needs. The benefits of a place to call home include long-term stability, stronger relationships, and the opportunity for residents to become more fully engaged with the community around them. Creating safety and stability for vulnerable people and building community are the heart and soul of Catholic Housing Services' mission.

Since 1970, the United Indians of All Tribes Foundation has promoted the well-being of the Puget Sound region's Indigenous community through services and programming that support

cultural connection, school readiness, economic self-sufficiency, housing stability, and health and well-being. United Indians' services are strength-based and client-driven, in recognition of their people's tremendous resilience, and sustain people in every age and stage of life. Their programs and services (homelessness prevention, Labateyah Youth Home, Native Elders Program, employment support, foster care/Indian child welfare, parent involvement, and early childhood) strengthen the sense of belonging and significance of Native people.

## CHAPTER 3

# Project Vision: Supportive Housing for Older Adults

This chapter provides an overview of the Fort Lawton Redevelopment Plan's supportive homeless housing for individuals who have experienced homelessness, consistent with environmental review and robust public comment.

The City has a legal obligation and a policy commitment to affirmatively further fair housing, which it proactively pursues by increasing housing choices for low-income people, including persons who have experienced homelessness, throughout the city. The Fort Lawton Redevelopment Plan responds to the housing and homelessness crisis, which disproportionately impacts people of color. Increasing the production of affordable housing is a key strategy to advancing racial and social equity, consistent with key policy documents, including the City's Comprehensive Plan. It is essential to achieving the collective goal of a just, healthy, and vibrant future for Seattle.

### 3.1 SUPPORTIVE HOUSING FOR OLDER ADULTS WHO HAVE EXPERIENCED HOMELESSNESS

Catholic Housing Services of Western Washington (CHS), in partnership with the United Indians of All Tribes Foundation (United Indians), will construct 85 units of supportive housing for older adults, including veterans, who have experienced homelessness. This partnership leverages CHS's affordable housing development and ownership expertise and United Indians' historic connection to Fort Lawton.

Supportive housing combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness. Studies have shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly-funded crisis services.

The supportive housing for older adults will include a package of services focused on residential stability. Case management services will be provided onsite by Catholic Community Services of Western Washington (CHS's sister organization), with subcontracted services by United Indians of All Tribes. The development includes an additional unit for an on-site manager. Housing case managers will work with residents to identify supportive service needs, provide case management services, crisis intervention, eviction prevention, advocacy, and linkages to community resources, and encourage participation in meaningful activities.

Residents may be assisted in obtaining and maintaining financial disability benefits such as Supplemental Security Income, Social Security Disability Insurance, and Veterans Affairs

benefits, and may be assisted with obtaining Medicaid, Medicare, and other medical benefits. Case managers may also leverage outside behavioral health services, including chemical dependency treatment and mental health services, and bring providers onsite when possible. Residents needing additional help with personal care and unit up-keep may be referred for chore service. Residents may be referred, transported, and accompanied when necessary to community health clinics. Primary care physicians and visiting nurses may use a private room available in the building to serve residents. The goal of services is for residents to obtain and maintain financial and medical benefits, decrease the use of emergency medical services, establish a relationship with a primary health care provider, and increase a resident's ability to abide by lease requirements despite a disabling condition.

In addition to case management services, residents will have access to residential counselors. Residential counselors engage residents in on-site recreational and social activities, which could include creating opportunities for resident involvement in internal and external neighborhood volunteer activities. Residential counselors will collaborate with property management, case managers, and other outside service providers to ensure coordination of services to residents. Housing stability plans will be developed in collaboration with residents, case managers, and other staff, outlining goals and strategies to ensure housing success. Contact will be maintained with case managers to resolve crises and monitor progress as defined in the housing stability plan and ensure the adequate provision of identified services. Residents will be provided limited transportation services for accessing off-site service providers, cultural events, and other needs.

A three-story apartment building will be built in the parcel located to the east of the existing Veterans Affairs administrative office building and west of Texas Way. Consistent with City housing funding policies, the supportive housing will be built to Evergreen Sustainable Development Standards.

### **3.2 HOW THE SUPPORTIVE HOUSING ADDRESSES GAPS IN THE CONTINUUM OF CARE**

Chapter 1 provides a detailed summary of the nature and extent of homelessness in Seattle and King County. Lack of affordable housing has proven a significant challenge to addressing homelessness in the region. Eighty-five units of permanent housing for older adults who have experienced homelessness addresses a key gap in the continuum of care. In addition, comprehensive services, in partnership with Catholic Community Services and United Indians, will be provided to stabilize residents and provide pathways to eliminate barriers to successfully staying housed in the long-term. Priority services that residents could access on-site or off-site to prevent future episodes of homelessness include counseling/advocacy, healthcare, chemical dependency treatment, mental health counseling, and life skills. Residents will also have transportation services to access off-site service providers.

### 3.3 LEGALLY BINDING AGREEMENT

The 85 units of supportive housing for older adults who have experienced homelessness will be implemented according to a legally binding agreement between the City and Catholic Housing Services (Appendix M – *Legally Binding Agreement Between The City of Seattle and Catholic Housing Services of Western Washington*).

### 3.4 BALANCING NEEDS

The Fort Lawton Army Reserve Center was formally decommissioned by the U.S. Army in February 2012. It has been vacant and in caretaker status since then. The U.S. Army reported the closure to have no impact on area employment, based on direct and indirect loss of 182 jobs.

Since 2015, Seattle has experienced economic growth totaling 47,795 jobs.

Seattle OPCD Employment Growth Dashboard, Q1 2019

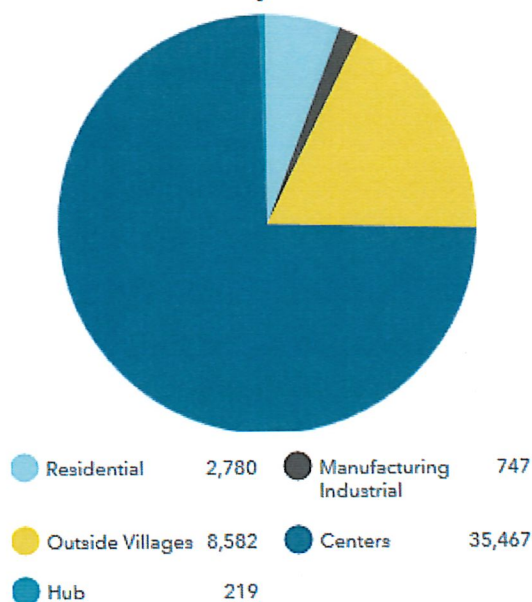
The region’s historic economic expansion, largely fueled by growth in the tech sector, has rendered the Seattle area inhospitable to low-income individuals and families needing affordable housing. Increasing numbers of people are facing homelessness.

Job change since 2015

**47,795** 

42% of estimated 115,000

Distribution by Growth Areas



### 3.5 BALANCING COMMUNITY INTERESTS

The Fort Lawton Redevelopment Plan reflects years of discussions and planning with stakeholders and holds true to the original social responsibility and environmental stewardship vision. The plan creates an affordable and livable community with housing and parks and open space. The plan affirmatively furthers fair housing choice for low-income people (Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *Joint Assessment of Fair Housing*, 2017). It provides for 85 supportive housing units for older adults, including veterans. The plan also includes up to 100 one-, two-, and three-bedroom apartments for renter households with incomes up to 60% of median income, up to 52 three-bedroom townhomes and rowhouses for low-income homebuyers, and acquisition of close to 22 acres of the 34-acre Fort Lawton site from the U.S. Army for parks and park-related uses.

## 3.6 COMMUNITY IMPACT

### 3.6.1. Availability of general services

Catholic Housing Services has a strong record in supportive housing delivery for people who have experienced homelessness and has demonstrated financial and organizational capability to develop 85 units. On-site services, as described in section 3.1 above, will be provided in partnership with Catholic Community Services and United Indians.

A comprehensive environmental analysis of the redevelopment plan in March 2018, consistent with State Environmental Protection Act (SEPA) requirements, found the redevelopment at Fort Lawton, including 85 studios for formerly homeless older adults, will have no unavoidable, adverse significant impacts. Section 3.11 of the FEIS describes the public services that serve the Fort Lawton site, evaluates potential impacts of the redevelopment plan (referred to as “Alternative 1” in the EIS), and identifies mitigation measures. (Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *FEIS*, March 2018)

Population growth increases demand for police and fire/emergency services, and new families with children increases the number of students attending public schools. Through tax revenues generated directly and indirectly from development of the Fort Lawton site and the service purveyors’ planning processes, all the purveyors could handle the increased demand for services from proposed development at the Fort Lawton site; therefore, no significant public services impacts are expected.

Construction activities could result in temporary impacts to stormwater runoff. Erosion and sedimentation as well as pollutants from construction equipment and vehicles could impact stormwater. A temporary stormwater control system and construction best management practices (BMPs) would be implemented to address potential impacts.

Development includes new buildings, roadways, sidewalks, surface parking and driveways at Fort Lawton. Responsibility for maintenance of any newly established public right of ways and associated utility and surface improvements will be identified in coordination with the Seattle Department of Transportation and Seattle Public Utilities (SPU). Stormwater runoff will be managed in accordance with the Seattle Stormwater Code. New facilities could include stormwater lines, catch basins, manholes, vaults, raingardens, bioretention facilities, dispersal trenches and/or underdrain systems. No significant stormwater impacts are expected.

SPU would continue to provide sewer service to the Fort Lawton site. Proposed development would increase the sewage flows discharging from the site to the sewer system to approximately 41,720 gallons per day. The existing 8-inch sewer line that conveys flows to the 144-inch King County sewer main would be video-taped and rehabilitated, or replaced. New distribution pipes would be installed to convey sewer flows to the existing 8-inch connection per applicable City standards and conveyance needs. Any additional flows conveyed to the SPU combined sewer in 36th Avenue W could require modeling of downstream impacts. No significant sewer impacts are expected.

SPU would continue to provide water service to the Fort Lawton site (and the existing Veterans Administration Building and Fort Lawton Cemetery, which are not part of the redevelopment

site). Proposed development would increase potable water demand to the site to approximately 41,720 gallons per day. Additional water would be required for irrigation for parks areas during dry weather.

The existing potable water connection at 36th Avenue W and W Government Way would be maintained, with modifications to the existing distribution line. Any development, lot boundary adjustments or new parcel creation would require an approved Water Availability Certificate issued by SPU. SPU policies for water system designs typically require that developments and/or reconfigurations of this size provide developer installed SPU-owned facilities. Individual fire/domestic services would be required for new structures and facilities. If the existing dead-end water supply cannot meet required service levels, the development may require the installation of a looped system drawing from a second water main. No significant water impacts are expected.

Public transit is available (e.g., on Texas Way), which passes through the Fort Lawton site, and on 34th Avenue W, on the eastern border of the site. King County Metro is planning for frequent bus service along a route that includes W Government Way and 34th Avenue W by 2040.<sup>3</sup> The Fort Lawton Redevelopment Plan includes car ownership rate estimates for future residents and provision of stalls accordingly. The City will continue to work with Metro on transit improvements for the Fort Lawton/Magnolia neighborhood.

The Fort Lawton development would generate up to 41 new students at Seattle Public Schools, based on analysis of the student yield rate for all students in grades K-12 in each part of the city of Seattle for various types of housing. The rate indicates the percentage of students generated based on the number and type of housing units.

Within the McClure Middle School area (where children of families in the Fort Lawton community would currently be assigned), the student yield rate for apartments is 2.3%, for condominiums is 1.9%, and for single-family residences is 27.6%. For the purposes of this analysis, no school-age children are assumed to live in the supportive housing for older adults (over 55). In order to provide higher end projections, the analysis categorizes all of the other residential units as detached single-family homes since that type of housing is found to generate the greatest number of students.

Based on SPS student enrollment projections, it is anticipated that in 2020-2021 the Lawton Elementary would be over its right size capacity while both McClure Middle School and Ballard High School would be below their right size capacity. (It should also be noted that, to allow time for parcel conveyances, platting, and entitlements, the housing development is phased with a timeline that extends to 2026.) For elementary students, the opening of Magnolia (with approximately 500 new seats expected) is not yet reflected in SPS projections, since the precise impact from boundary changes has yet to be determined.

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<sup>3</sup> The Seattle Land Use Code definition of "Transit service, frequent" is in SMC 23.84A.038.



SPS has stated that the opening of Magnolia will resolve any capacity issues expected at Lawton Elementary by 2020-21. In addition, SPS recently obtained funding to create an expected six additional classrooms at Coe Elementary, which is also not reflected in current projections.

For middle school students, SPS has stated that by adding elementary space to the area, they could actually free up space for more middle schoolers at Catherine Blaine. SPS estimates that with the addition of six classrooms at Coe, they could gain an additional 150 seats for that middle school service area.

For high school students, SPS has provided updated projections that estimate the opening of Lincoln will partially resolve capacity challenges at Ballard High School, but that capacity issues would remain by 2020-2021 (as reflected in the projections). However, SPS is currently pursuing development of a new high school in the downtown area that would provide further relief over the long-term.

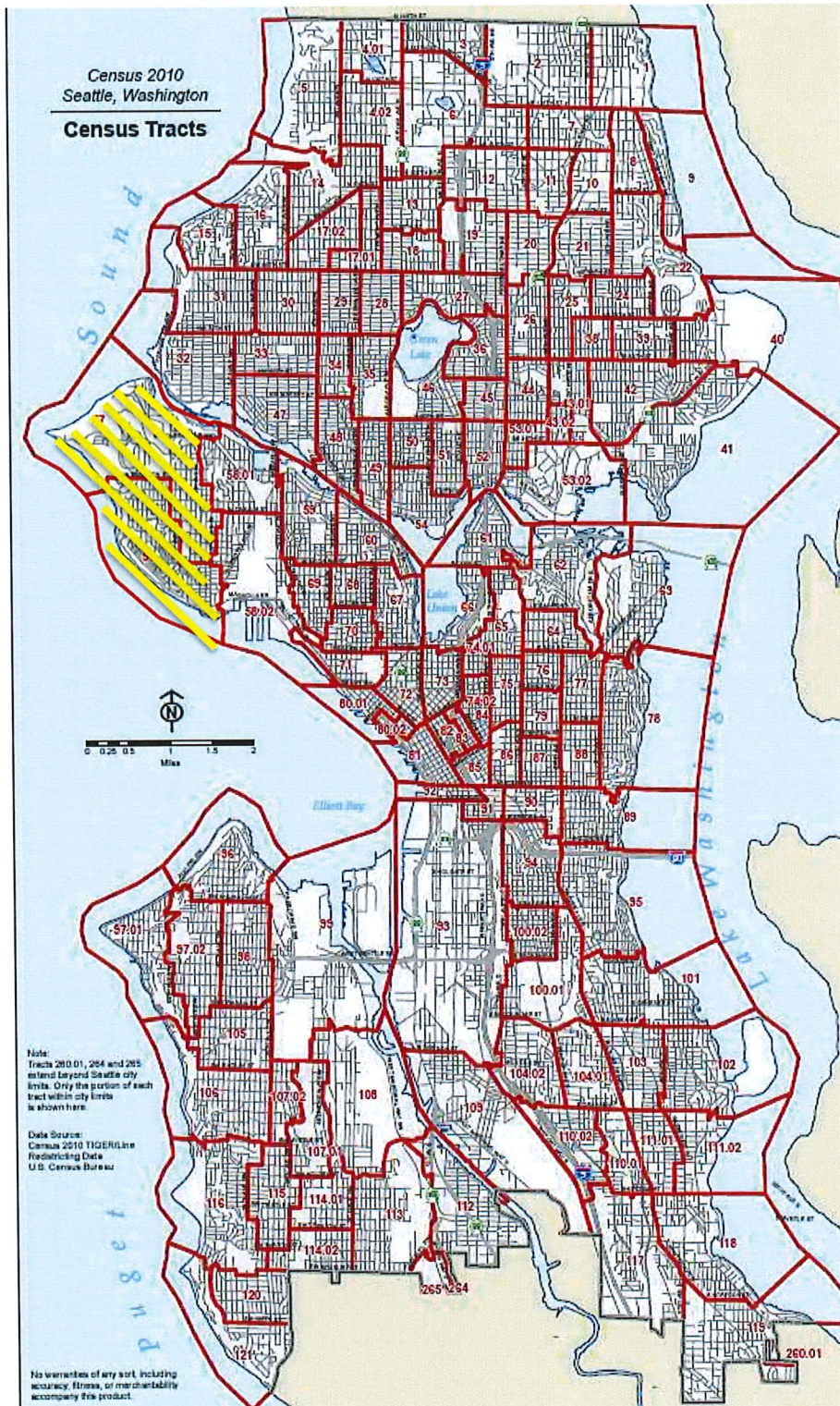
Increases in student population to nearby schools resulting from population growth in a neighborhood is generally vetted as part of SPS's annual planning processes. SPS has undertaken a variety of measures to address overcrowding of schools, including adjusting attendance area boundaries.

### 3.6.2. Providing affordable housing choice in Magnolia

Magnolia, where zoning heavily favors single-family construction, has few affordable housing options compared to Seattle neighborhoods that have a greater amount of multifamily and mixed-use zoning. Available Census data estimates the Magnolia population to be 85.8% white (alone) and 1.1% Black or African American (alone) compared to 66.3% and 7.7% respectively citywide. Of the close to 30,000 rent/income-restricted units in Seattle, three buildings totaling 73 units are in Magnolia, which is comprised of Census Tracts 56 and 57. All three of Magnolia's existing rent/income-restricted buildings are in Census block group 5700.6, located southeast of the Fort Lawton redevelopment area, which is in Census block group 5700.1.

	Magnolia		Seattle,
	CT 56	CT 57	city
Total	100.0%	100.0%	100.0%
Hispanic or Latino	2.6%	3.6%	6.6%
Not Hispanic or Latino	97.4%	96.4%	93.4%
Population of one race:	94.3%	92.6%	89.0%
White alone	88.5%	82.9%	66.3%
Black or African American alone	0.8%	1.4%	7.7%
American Indian and Alaska Native alone	0.1%	0.4%	0.6%
Asian alone	4.4%	7.4%	13.7%
Other alone	0.4%	0.4%	0.6%
Two or more races:	3.1%	3.8%	4.4%

Housing built as part of the Fort Lawton Redevelopment Plan will increase housing choices for protected classes in this high opportunity neighborhood.



Census Tracts 56 and 57 (indicating most of Seattle’s Magnolia neighborhood) are indicated in yellow.

# CHAPTER 4


## Public Outreach and Comment

### 4.1 PUBLIC PROCESS

#### 4.1.1. 2006-2008

The 2006-2008 Fort Lawton public process established by the City is described as a “highly interactive, iterative, and public process” and reflective of a “keen interest to the Magnolia community and especially to the site’s neighbors” (Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *Fort Lawton Redevelopment Plan adopted by City Council in September 2008*, p. 4-1). The following provides a timeline of Fort Lawton community meetings and workshops:

Meeting/Workshop Purpose	Date
Notice of Interest (NOI) workshop and site tour for homeless assistance providers and the public	September 26, 2006
BRAC process, including HUD’s role, for Fort Lawton	October 17, 2006
BRAC process, including HUD’s role, for Fort Lawton and next steps	December 13, 2006
Discussion of NOIs submitted	February 13, 2007
Discussion of NOIs submitted	February 14, 2007
BRAC process and land value	April 19, 2007
City’s NOI decision, community process, next steps	February 25, 2008
Project update, community process, next steps	March 13, 2008
Project update, goals and vision, community process	March 29, 2008
Homelessness and housing discussion	April 21, 2008
BRAC process and NOI review, goals discussion, community visioning	April 26, 2008
Discussion about a community relations plan to address community concerns about homeless housing	May 19, 2008
Overview/community feedback about various plan elements	May 31, 2008
Discussion about a community relations plan to address community concerns about homeless housing	June 2, 2008
Discussion about a community relations plan to address community concerns about homeless housing	June 19, 2008



Meeting/Workshop Purpose	Date
Overview/community feedback about various plan elements	June 21, 2008
Overview/community feedback about various elements of the proposed Redevelopment Plan (Photo of July 12th meeting)	July 12, 2008
	
Draft Redevelopment Plan	July 19, 2008
Seattle City Council Housing & Economic Development Committee – Public Comment on Redevelopment Plan	August 6, 2008
Seattle City Council Housing & Economic Development Committee – Public Comment on Redevelopment Plan	August 20, 2008
Seattle City Council Public Hearing – Fort Lawton Redevelopment Plan	August 21, 2008
Seattle City Council Public Hearing – Fort Lawton Redevelopment Plan	September 3, 2008

#### 4.1.2. 2017-2018

A second phase of public process began for purposes of environmental review scoping and analysis. The SEPA Determination of Significance (DS) and Request for Comments on the scope of the environment impact statement (EIS) was published on June 5, 2017. The DS/Request for Comments included a 21-day comment period, as provided for in WAC 197-11-410. A complete summary of that process, including responses to issues, is included in the FEIS.

The following provides a timeline of meetings and the public hearing held during environmental review:

Meeting/Workshop Purpose	Location	Date
First EIS Public Scoping meeting (Photo of June 19, 2017 public meeting)	Daybreak Star Indian	June 19, 2017

Meeting/Workshop Purpose	Location	Date
	Cultural Center	
Second EIS Public Scoping meeting	Magnolia Community Center	June 21, 2017
<p>Draft EIS Public Hearing (Photo of January 9, 2018 public hearing)</p> 	<i>Magnolia United Church of Christ</i>	<i>January 9, 2018</i>
Meeting on Draft Redevelopment Plan (2/4/2019 Mayor Durkan press release and OH email server announcement of draft for public comment)	Catherine Blaine Elementary	March 4, 2019
Seattle City Council Briefings	City Hall	1st/2nd Q 2019

Meeting/Workshop Purpose	Location	Date
Seattle City Council Public Hearing(s)	City Hall	2nd Q 2019

A public comment period was also provided for the Fort Lawton Redevelopment Project DEIS. The City received 1,001 written comment letters and emails, and 82 individuals provided testimony at a public hearing.<sup>4</sup> All the comments that were received and responses to the substantive comments are provided in Chapter 5 of the FEIS.

Many commenters identified common subjects. Those were termed “key topic areas” in the FEIS. Rather than provide a similar response to each comment that shares a common theme, Chapter 4 of the FEIS identifies the key topic areas that are related to the elements of the environment identified in SEPA (WAC 197-11-444), provides a discussion for each area, and responds to the most often asked questions. The key topic areas addressed in FEIS Chapter 4 are public services, recreation and open space, transportation, and rezone criteria analysis. Additional post-DEIS information and analysis is also summarized in FEIS Chapter 4.

The FEIS includes the following:

- Revisions as a result of comments received on the DEIS;
- Written comments received during the DEIS comment period, and responses to substantive comments that were raised; and
- A transcript of oral comments made at the public hearing, together with responses to substantive comments.

(Subsection 5.2.2 of the Fort Lawton Redevelopment Plan provides an overview of SPS’s proposal to build multi-purpose athletic fields and what would happen on that portion of the site if they are unable to secure necessary federal approvals.)

## 4.2 FEEDBACK

Comments received during the redevelopment planning and engagement undertaken in 2006-2008 focused intently on the concerns of Magnolia residents who engaged in the process. The following are the Fort Lawton redevelopment goals identified by community members engaged in the planning process in 2006-2008 (**Error! Reference source not found.**, *Fort Lawton Redevelopment Plan-submitted in 2008*, p. 4-43):

- Reflect neighborhood character (*Seattle Comprehensive Plan definition of “neighborhood character”: “The unique look and feel of a particular area within the city. This is a subjective concept – one that varies not only by neighborhood but also by each person’s view of that neighborhood”*)
- Maintain home property values in this community

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<sup>4</sup> In Section 4.1, the number is a count of comment letters received; those signed by multiple individuals are counted once. In Section 4.2, each commenter who signed a letter is counted.

- Keep current zoning (*SF 7200: development of single-family homes on lots 7,200 square feet or greater is permitted outright*)
- Enhance neighborhood quality and values
- Ensure a family-safe environment
- Optimize residential mix
- Mix incomes a natural way
- Offer diverse housing choices for incomes, ages and family sizes
- Limit total development
- Blend new development with existing neighborhood
- Minimize neighborhood traffic
- Improve entry to Discovery Park
- Offer multiple circulation choices
- Create pedestrian-friendly and safe streets
- Minimize impact of the Veterans Affairs building and traffic
- Protect existing forested areas
- Improve wildlife corridors between Kiwanis Ravine and Discovery Park
- Increase trails into Discovery Park
- Improve trees, vegetation, and habitat across the site
- Repair site topography and natural drainage
- Create a green and environmentally sensitive community

Comments received during the environmental review process in 2017-2018 mirrored many of those same themes.

Of the written and oral comments on the DEIS from 1,132 unique individuals and organizations, 809 were supportive of the redevelopment proposal reflected in this plan.<sup>5</sup> A subset of commenters urged elevating one of the uses as a priority. A total of 173 commenters urged the City to consider pursuing a plan with more affordable housing for low-income households, while 157 commenters supported using the property for a public park.

Responses to comments on the DEIS (**Error! Reference source not found.**, *Final Environmental Impact Statement*, Chapter 5) largely paralleled comments received during the Determination of Significance scoping process, summarized as follows:

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<sup>5</sup> The number of written comments referenced in Section 4.1 Public Process and Section 4.2 Feedback are different. In 4.1 Public Process, the number is a count of comment letters received; those signed by multiple individuals are counted once. In 4.2 Feedback, each commenter who signed a letter is counted.

Support for Outlined Alternatives	Number of Unique Commenters
Alternative 1: Affordable housing and park <sup>6</sup> .....	189
Alternative 2: Market-rate housing (affordable housing offsite).....	6
Alternative 3: Public park (affordable housing offsite) .....	57
Alternative 4: No action.....	14

In addition to comments on the proposed alternatives, a number of commenters made specific requests to consider new or revised alternatives. These comments included the following requests:

- Add a school option
- Include an off-leash dog park
- Provide a greater number of affordable housing units than proposed
- Give land to United Indians of All Tribes Foundation
- Give land to the Duwamish Tribe
- Create new athletic facilities
- Create meeting spaces and vacation rentals
- Eliminate the off-site housing component of alternatives 2 and 3

In addition to comments on the proposed alternatives, many comments expressed concerns about perceived impacts of the proposal. Below is a chart that illustrates the number of comments by topic area, followed by a description of major themes.

Comments on Elements of the Environment	Number of Comments
Geology/Soils – soils, geology, topography	28
Biological Resources - plants, animals and wetlands	42
Air Quality – air and greenhouse gas emissions	27
Noise – noise generation	28
Environmental Health – hazardous materials and substances	35
Land Use/Relationship to Plans and Policies – land uses, relationship to City, County, State and other local plans/policies, and key federal plans/policies	33
Aesthetics/Visual Resources – aesthetic character, views, light and glare, shadows	28

<sup>6</sup> The same as put forward in this plan: 85 supportive housing units for older adults (over 55), up to 100 affordable rental flats or rowhouses for households with incomes up to 60% of AMI, and up to 52 affordable for-sale rowhouses and townhomes for households with incomes up to 80% of AMI and the remainder conveyed by the U.S. Army to SPR for parks and recreation and related uses (with option for portion to go to SPS for multi-purpose athletic fields).



Comments on Elements of the Environment	Number of Comments
Housing, Socioeconomics and Environmental Justice – housing types and affordability, demographic conditions, disproportionate impacts on minority and low income populations	65
Recreation and Open Space - parks and recreation	57
Historic and Cultural Resources – historic, archaeological and cultural resources	32
Transportation – motorized and non-motorized	132
Public Services – police, fire/emergency services, schools	96
Utilities – water and sewer	30

Comments on Specific Themes	Number of Comments
Access to grocery and other services	89
Discovery Park	55
Property values	14
Public health/safety - drugs/alcohol/individuals with criminal backgrounds	56
Pollution	25
Water quality	21
Great Blue Heron Management Plan	24
Financial cost	9
Sidewalks	1

A large number of commenters objected to the proposed population for the housing development, with the most common reason being the lack of services in the area for low-income and homeless people. Some viewed Magnolia as more of a suburb than part of the city, and distinct from other Seattle neighborhoods. Many of these comments were based on an assumption that low-income households are not able to afford cars and have no choice but to shop at the neighborhood Metropolitan Market for groceries. The second most frequent objection related to presumed impacts on public health and safety, while a third reason cited potential negative impacts on property values.

Some commenters offered suggestions about better locations for low-income housing, including:

- Aurora Avenue
- Interbay/15<sup>th</sup> Avenue
- South Seattle
- Memorial Stadium
- Multiple smaller locations

- “Outskirts” of Seattle

Many commenters expressed concern about impacts of the proposal on aspects of Discovery Park, including on plants and animals (particularly the great blue heron and other bird species), air quality, views, and the overall experience of visitors to the park. Many commenters believed the property in question is a part of the City’s Discovery Park, rather than U.S. Army-owned property. Several of these comments also asserted the applicability of the Discovery Park Master Plan to the property. Some commenters also viewed the proposal for Fort Lawton as part of a larger pattern of negative impacts on the park, whether from the private development of former officers’ homes within the park, the West Point wastewater treatment facility, the use of the park by people experiencing homelessness, or the general impacts of a growing population. In addition, some immediate neighbors expressed concern about detrimental impacts to air quality, noise levels, and views.

A large number of comments centered on how the proposal would place a burden on existing public infrastructure, services and facilities, whether to roads/public transportation, schools, police/fire/emergency services, or water/sewer systems. Of those issues, traffic was the most common concern, followed by impacts on public services such as schools and law enforcement. Some commenters who were concerned about traffic made sure to note that their concerns applied equally to the potential school option, and to any housing alternative. Pedestrian and bicyclist safety were also raised, as was concern over potential spill-over parking associated with new uses.

The largest volume of comments (293) on the range of alternatives urged modifying the plan to include a school. In addition to official comments received via publicized methods, the Seattle Office of Housing received a petition, started by change.org, requesting that the City partner with Seattle Public Schools (SPS) to develop a high school and additional park space at Fort Lawton. While the petition specifically identified those two uses, some individual commenters expressed support for a school and affordable housing, or for a middle school rather than a high school.

In response to the large volume of comments regarding a school, the Office of Housing reached out to SPS to provide them with an opportunity to assess feasibility of the site. SPS conducted a thorough review that addressed basic feasibility questions, including ability to meet Department of Education requirements for educational conveyances. Ultimately, SPS communicated that it would not be able to meet federal requirements for property acquisition, citing key challenges:

- SPS lacked the immediate resources necessary to qualify for a federal educational conveyance;
- SPS was unable to demonstrate immediate need for a school in this area, another requirement for a federal educational conveyance, given other projects already underway aimed at addressing existing demand in this area; and
- Re-use of existing buildings was not a viable alternative to building a new school, given the condition of the buildings and need for seismic upgrades.

(Subsection 5.2.2 of the Fort Lawton Redevelopment Plan provides an overview of SPS’s proposal to acquire a portion of the site and construct multi-purpose athletic fields.)

Overall, the response to EIS Alternative 1 (the same housing and parks proposal as put forward in this plan) was largely positive, with nearly three quarters of written and oral responses expressing support. This Fort Lawton Redevelopment Plan operationalizes many of the goals originally expressed by the community over a decade ago.

### 4.3 FUTURE PUBLIC COMMENT

Seattle City Council approval is required for several actions related to the Fort Lawton project, in addition to adopting the updated redevelopment plan and homeless housing submission, including:

- A rezone of portions of the Fort Lawton site from SF 7200 to LR2(M1);
- Public property conveyances from the Army to the City; and
- Sale of parcels designated for housing development and execution of necessary easements.

City Council meetings are open to the public and public comment regarding proposed Council actions is allowed. Consistent with City parks acquisition policies, Seattle Parks and Recreation will engage Seattle’s diverse population, other private and public entities (Seattle Public Schools, Seattle Housing Authority) and community-based organizations on future design and development of Fort Lawton parks and facilities (Appendix C – City of Seattle Guiding Plans, Policies, and Analyses, *2017 Parks and Open Space Plan*, Goal 5).

# APPENDICES

## APPENDIX A –LEGAL DESCRIPTION FOR SUPPORTIVE HOUSING SITE

**USARC Fort Lawton, Seattle, WA**  
 City of Seattle  
 Homeless Senior Housing

± 1.63 Acs.

### LEGAL DESCRIPTION

A parcel of land lying in the SE ¼ of Section 10, Township 25 North, Range 3 East, Willamette Meridian, King County, Washington, described as follows:

Commencing at a tack in lead plug 7.33 feet northerly of a City of Seattle Monument located in the intersection of West Government Way and 36th Avenue West, from which the southeast corner of Parcel Number 5, also known as United State Army Reserve Center, bears north 01°17'08" east, a distance of 848.23 feet; thence north 01°17'08" east, a distance of 848.23 feet to the southeast corner of said Parcel Number 5, a point known as D-6; thence north 89°50'11" west along the south line of said Parcel Number 5, a distance of 117.66 feet to the northwest corner of Parcel Number 4; thence continuing north 89°50'11" west along the south line of said Parcel Number 5, a distance of 196.65 feet to a point known as D5-1; thence north 88°58'20" west along the south line of said Parcel Number 5, a distance of 378.60 feet to the southwest corner of said Parcel Number 5, a point known as F; thence north 40°44'24" east along the west line of said Parcel Number 5, a distance of 260.33 feet; thence north 02°11'15" east along the west line of said Parcel Number 5, a distance of 422.37 feet to a point known as Parks Monument "C"; thence continuing north 02°11'15" east a distance of 61.08 feet to the **POINT OF BEGINNING**;

Thence again continuing north 02°11'15" east a distance of 4.04 feet;

Thence south 86°40'21" east, a distance of 9.52 feet;

Thence north 01°25'17" east, a distance of 262.72 feet;

Thence north 04°11'49" west, a distance of 49.94 feet;

Thence north 88°49'14" west, a distance of 222.03 feet;

Thence south 00°50'34" west, a distance of 316.13 feet;

Thence south 88°49'14" east, a distance of 214.16 feet to the **POINT OF BEGINNING**

Containing 1.63 acres, more or less.

This Legal is based on a survey by Terrance Brannan dated June 2010.

By	JEF 25 Mar 2015	
Chkd;	OJV 25 Mar 2015	
Map:	USARC.mxd	
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## APPENDIX B – ALL HOME, SEATTLE/KING COUNTY CONTINUUM OF CARE FOR PEOPLE WHO ARE HOMELESS

### Appendix B.1 - All Home King County, 2018 Count Us In Report, Point in Time Count

Data on the needs of people experiencing homelessness in our community, Retrieved 2/2019 from <http://allhomekc.org/king-county-point-in-time-pit-count/>

### Appendix B.2 - All Home King County, HUD Continuum of Care; 2018 CoC Program Project Application Materials

Retrieved 2/2019 from <http://allhomekc.org/hud-coc/>

### Appendix B.3 - All Home King County, Our Strategic Plan

Retrieved 2/2019 from <http://allhomekc.org/the-plan/>

## APPENDIX C – CITY OF SEATTLE GUIDING PLANS, POLICIES, AND ANALYSES

City of Seattle (December 2018), *2035 Comprehensive Plan, Managing Growth to Become an Equitable and Sustainable City, 2015-2035*, Retrieved from <http://www.seattle.gov/opcd/ongoing-initiatives/comprehensive-plan#projectdocuments>

City of Seattle (July 2018), *Consolidated Plan for Housing and Community Development 2018-2022*, Retrieved from <http://www.seattle.gov/humanservices/funding-and-reports/resources/seattles-2018-2022-consolidated-plan-for-housing-and-community-development->

City of Seattle (March 29, 2018), *Final Environmental Impact Statement for the Fort Lawton Army Reserve Center Redevelopment Project*, Retrieved from [http://www.seattle.gov/Documents/Departments/Housing/Footer%20Pages/Fort%20Lawton%20Right%20Sidebar/FtLawton\\_Final%20EIS.pdf](http://www.seattle.gov/Documents/Departments/Housing/Footer%20Pages/Fort%20Lawton%20Right%20Sidebar/FtLawton_Final%20EIS.pdf)

City of Seattle, *Fort Lawton Redevelopment Plan adopted by City Council in September 2008 by Resolution 31086,* 9/18/2008  
[http://www.seattle.gov/Documents/Departments/Neighborhoods/FtLawton/ft-lawton-redev-plan\\_091808.pdf](http://www.seattle.gov/Documents/Departments/Neighborhoods/FtLawton/ft-lawton-redev-plan_091808.pdf)

City of Seattle and Seattle Housing Authority (2017), *Joint Assessment of Fair Housing*, Retrieved from <http://www.seattle.gov/Documents/Departments/HumanServices/CDBG/2017%20AFH%20Final.4.25.17V2.pdf>

City of Seattle Parks and Recreation, *2017 Parks and Open Space Plan*, Adopted 8/7/2017 by Resolution 31763, Retrieved from <http://www.seattle.gov/Documents/Departments/ParksAndRecreation/PoliciesPlanning/2017Plan/2017ParksandOpenSpacePlanFinal.pdf>

## **APPENDIX D – HUD CONTINUUM OF CARE HOMELESS ASSISTANCE PROGRAMS, 2018 HOUSING INVENTORY COUNT REPORT**

U.S. Department of Housing and Urban Development, *HUD 2018 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report – CoC Name: Seattle/King County*, Retrieved 2/2019 from

[https://www.hudexchange.info/resource/reportmanagement/published/CoC\\_HIC\\_State\\_WA\\_2018.PDF](https://www.hudexchange.info/resource/reportmanagement/published/CoC_HIC_State_WA_2018.PDF)

## APPENDIX E – NATIONAL ALLIANCE TO END HOMELESSNESS, FACT SHEET: HOUSING FIRST



### WHAT IS HOUSING FIRST?

Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.<sup>1</sup>

### HOW IS HOUSING FIRST DIFFERENT FROM OTHER APPROACHES?

Housing First does not require people experiencing homelessness to address the all of their problems including behavioral health problems, or to graduate through a series of services programs before they can access housing. Housing First does not mandate participation in services either before obtaining housing or in order to retain housing. The Housing First approach views housing as the foundation for life improvement and enables access to permanent housing without prerequisites or conditions beyond those of a typical renter. Supportive services are offered to support people with housing stability and individual well-being, but participation is not required as services have been found to be more effective when a person chooses to engage.<sup>1</sup> Other approaches do make such requirements in order for a person to obtain and retain housing.

### WHO CAN BE HELPED BY HOUSING FIRST?

A Housing First approach can benefit both homeless families and individuals with any degree of service needs. The flexible and responsive nature of a Housing First approach allows it to be tailored to help anyone. As such, a Housing First approach can be applied to help end homelessness for a household who became homeless due to a temporary personal or financial crisis and has limited service needs, only needing help accessing and securing permanent housing. At the same time, Housing First has been found to be particularly effective approach to end homelessness for high need populations, such as chronically homeless individuals.<sup>11</sup>

### WHAT ARE THE ELEMENTS OF A HOUSING FIRST PROGRAM?

Housing First programs often provide rental assistance that varies in duration depending on the household's needs. Consumers sign a standard lease and are able to access supports as necessary to help them do so. A variety of voluntary services may be used to promote housing stability and well-being during and following housing placement.

Two common program models follow the Housing First approach but differ in implementation. Permanent supportive housing (PSH) is targeted to individuals and families with chronic illnesses, disabilities, mental health issues, or substance use disorders who have experienced long-term or repeated homelessness. It provides long-term rental assistance and supportive services.

A second program model, rapid re-housing, is employed for a wide variety of individuals and

families. It provides short-term rental assistance and services. The goals are to help people obtain housing quickly, increase self-sufficiency, and remain housed. The Core Components of rapid re-housing—housing identification, rent and move-in assistance, and case management and services—operationalize Housing First principals.

### **I DOES HOUSING FIRST WORK?**

There is a large and growing evidence base demonstrating that Housing First is an effective solution to homelessness. Consumers in a Housing First model access housing faster<sup>v</sup> and are more likely to remain stably housed.<sup>vii</sup> This is true for both PSH and rapid re-housing programs. PSH has a long-term housing retention rate of up to 98 percent.<sup>vi</sup> Studies have shown that rapid re-housing helps people exit homelessness quickly—in one study, an average of two months<sup>vii</sup>—and remain housed. A variety of studies have shown that between 75 percent and 91 percent of households remain housed a year after being rapidly re-housed.<sup>viii</sup>

More extensive studies have been completed on PSH finding that clients report an increase in perceived levels of autonomy, choice, and control in Housing First programs. A majority of clients are found to participate in the optional supportive services provided,<sup>ix</sup> often resulting in greater housing stability. Clients using supportive services are more likely to

participate in job training programs, attend school, discontinue substance use, have fewer instances of domestic violence,<sup>x</sup> and spend fewer days hospitalized than those not participating.<sup>xi</sup>

Finally, permanent supportive housing has been found to be cost efficient. Providing access to housing generally results in cost savings for communities because housed people are less likely to use emergency services, including hospitals, jails, and emergency shelter, than those who are homeless. One study found an average cost savings on emergency services of \$31,545 per person housed in a Housing First program over the course of two years.<sup>xii</sup> Another study showed that a Housing First program could cost up to \$23,000 less per consumer per year than a shelter program.<sup>xiii</sup>

<sup>v</sup>Tsemberis, S. & Eisenberg, R. Pathways to Housing: Supported Housing for Street-Dwelling Homeless Individuals with Psychiatric Disabilities. 2000.

<sup>vii</sup>Einbinder, S. & Tull, T. The Housing First Program for Homeless Families: Empirical Evidence of Long-term Efficacy to End and Prevent Family Homelessness. 2007.

<sup>vi</sup>Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First Programmes. 2003.

<sup>viii</sup>Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.

<sup>viii</sup>Tsemberis, S. & Eisenberg, R. Pathways to Housing: Supported Housing for Street-Dwelling Homeless Individuals with Psychiatric Disabilities. 2000.

<sup>x</sup>Montgomery, A.E., Hill, L., Kane, V., & Culhane, D. Housing Chronically Homeless Veterans: Evaluating the Efficacy of a Housing First Approach to HUD-VASH. 2013.

<sup>xi</sup>U.S. Department of Housing and Urban Development. Family Options Study: Short-Term Impacts. 2015.

<sup>xii</sup>Byrne, T., Treglia, D., Culhane, D., Kuhn, J., & Kane, V. Predictors of Homelessness Among Families and Single Adults After Exit from Homelessness Prevention and Rapid Re-Housing Programs: Evidence from the Department of Veterans Affairs Supportive Services for Veterans Program. 2015.

<sup>xiii</sup>Tsemberis, S., Gulcur, L., & Nakae, M. Housing First, Consumer Choice, and Harm Reduction for Homeless Individuals with a Dual Diagnosis. 2004.

<sup>xiii</sup>Einbinder, S. & Tull, T. The Housing First Program for Homeless Families: Empirical Evidence of Long-term Efficacy to End and Prevent Family Homelessness. 2007.

<sup>xiii</sup>Gulcur, L., Stefancic, A., Shinn, M., Tsemberis, S., & Fishcer, S. Housing, Hospitalization, and Cost Outcomes for Homeless Individuals with Psychiatric Disabilities Participating in Continuum of Care and Housing First programs. 2003.

<sup>xiii</sup>Perlman, J. & Parvensky, J. Denver Housing First Collaborative: Cost Benefit Analysis and Program Outcomes Report. 2006.

<sup>xiii</sup>Tsemberis, S. & Stefancic, A. Housing First for Long-Term Shelter Dwellers with Psychiatric Disabilities in a Suburban County: A Four-Year Study of Housing Access and Retention. 2007.



## APPENDIX F – NOTICE OF AVAILABILITY PUBLISHED IN DAILY JOURNAL OF COMMERCE AND SEATTLE TIMES, SEPTEMBER 2006

### Availability of Surplus Federal Property to State and Local Eligible Parties, Including Homeless Service Providers City of Seattle

The City of Seattle is seeking notices of interest (NOIs) for surplus federal property at the Army installations described below (referred to collectively as "Fort Lawton"). The City has been designated as the Local Redevelopment Authority (LRA) for Fort Lawton and is providing this notice as required by the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, as amended, and its implementing regulations. State and local governments, homeless service providers and other interested parties may submit NOIs no later than 5 p.m. on January 10, 2007. However, the federal agencies listed below may have earlier deadlines, so entities interested in public benefit conveyances should contact them directly as early as possible.

The Department of the Army published a notice of the following surplus property in the *Federal Register* on May 9, 2006:  
Seattle—2LT Robert R. Leisy USARC/AMSA 79, 4570 Texas West Way,  
Seattle—CPT James R. Harvey USARC, 4510 Texas West Way  
These installations are contiguous and are generally located adjacent to the northeast portion of Discovery Park in the Magnolia neighborhood.

The LRA understands that the surplus property consists of approximately 38 acres of land, two large office buildings, smaller storage and maintenance buildings, roadway, parade ground, cemetery, various equipment, furnishings and other personal property in the buildings. This information has changed from the Army's May 9, 2006 notice in the *Seattle Times*, and may be subject to further revision. A more detailed listing may be obtained from the LRA contact person identified below.

NOIs for homeless assistance may be submitted by any state or local government agency or private nonprofit organization that provides or proposes to provide services to homeless persons and/or families in the city of Seattle.

A workshop will be held at Fort Lawton, on September 26, 2006, at 10:00 am which will include an overview of the base redevelopment planning process, a tour of the installation, information on any land use constraints known at the time, and information on the NOI process. To register for this workshop, please call or email Kristine Kertson at 206-233-0073 or [Kristine.kertson@seattle.gov](mailto:Kristine.kertson@seattle.gov) by September 22, 2006. Attendance at this workshop is not required to submit an NOI, but is highly encouraged.

NOIs from homeless service providers must include: (i) a description of the homeless assistance program that the homeless service provider proposes to carry out at Fort Lawton (ii) a description of the need for the program; (iii) a description of the extent to

which the program is or will be coordinated with other homeless assistance programs in the city of Seattle; (iv) information about the physical requirements necessary to carry out the program, including a description of the buildings and property at Fort Lawton that are necessary in order to carry out the program; (v) a description of the financial plan, the organizational structure and capacity, prior experience, and qualifications of the organization to carry out the program; and (vi) an assessment of the time required to commence carrying out the program.

Entities interested in obtaining property through a public benefit conveyance (PBC), other than a homeless assistance conveyance, are invited to contact the following federal agency offices to find out more about each agency's PBC program and to discuss with the agency the entity's potential for qualifying for a conveyance of property.

<p><b>Parks and Recreation and Lighthouses:</b> David Siegenthaler Program Manager Pacific West Region National Parks Service U.S. Department of the Interior 1111 Jackson , Suite 700 Oakland, CA 94607 Telephone: 510-817-1324 E-mail: <a href="mailto:david_siegenthaler@nps.gov">david_siegenthaler@nps.gov</a></p>	<p><b>Education:</b> Peter Wieczorek, Director Federal Real Property Group U.S. Department of Education 33 Arch Street, Suite 1140 Boston, MA 02110 Telephone: 617-289-0172 E-Mail: <a href="mailto:peter.wieczorek@ed.gov">peter.wieczorek@ed.gov</a></p>
<p><b>Public Health:</b> John Hicks Chief, Space Management Branch Division of Property Management/PSC Department of Health &amp; Human Services Parklawn Building, Room 5B-41 5600 Fishers Lane Rockville, MD 20857 Telephone: 301-443-2265 E-mail: <a href="mailto:rpb@psc.gov">rpb@psc.gov</a></p>	<p><b>Corrections and Law Enforcement:</b> Janet Quist Special Projects Manager Bureau of Justice Assistance Office of Justice Programs U.S. Department of Justice 810 7<sup>th</sup> Street, NW, Room 4413 Washington, DC 20531 Telephone: 202-353-2392 E-mail: <a href="mailto:janet.quist@usdoj.gov">janet.quist@usdoj.gov</a></p>
<p><b>Self Help Housing:</b> Janet Golrick Assistant Deputy-Assistant Secretary Office of Multi-Family Housing Department of Housing and Urban Development 451 7<sup>th</sup> Street, SW, Room 6110 Washington, DC 20410 Telephone: 202-708-2495 E-mail: <a href="mailto:janet_m_golrick@hud.gov">janet_m_golrick@hud.gov</a></p>	<p><b>Port Facility:</b> Keith Lesnick U.S. Department of Transportation Maritime Administration 400 7<sup>th</sup> Street, SW, Room 7206 Washington, DC 20590 Telephone: 202-366-4357, ext. 1624 E-mail: <a href="mailto:keith.lesnick@marad.dot.gov">keith.lesnick@marad.dot.gov</a></p>

<p><b>Emergency Management</b>  Bill (Cheri) A. Smith  Program manager  Excess Federal Real Property Program  Facilities Management and Services  Division  Federal Emergency Management Agency  500 C Street SW, Room 505  Washington, D.C. 20472  Telephone: 202-646-3383  E-mail: <a href="mailto:bill.smith1@dhs.gov">bill.smith1@dhs.gov</a></p>	<p><b>Historic Monument:</b>  Hank Florence  National Park Service  Pacific West Region – Seattle Office  909 First Avenue  Seattle, WA 98104  Telephone: 206-220-4133  E-mail: <a href="mailto:hank_florence@nps.gov">hank_florence@nps.gov</a></p>
<p><b>Wildlife Conservation</b>  Department of the Army  Attn: Base Realignment and Closure Office  (DAIM-BD)  Washington, D.C. 20310-0600  E-mail: <a href="mailto:brac2005@hqda.army.mil">brac2005@hqda.army.mil</a></p>	<p><b>Airport</b>  Paul Johnson  Compliance Specialist  Department of Transportation  Federal Aviation Administration  Seattle Airports District Office  1601 Lind Avenue SW  Renton, WA 98057-3356  Telephone: 425-227-2655  E-mail: <a href="mailto:paul.johnson@faa.gov">paul.johnson@faa.gov</a></p>

NOIs for PBCs must include: (i) a description of the eligibility for the proposed transfer, (ii) the proposed use of the property, including a description of the buildings and property necessary to carry out such proposed use, (iii) time frame for occupation; and (iv) the benefit to the community from such proposed use, including the number of jobs the use would generate.

NOIs should be sent or delivered to: ATTN: Fort Lawton LRA , Seattle Office of Housing, Seattle Municipal Tower, 700 5<sup>th</sup> Avenue, 57<sup>th</sup> Floor, PO Box 94725, Seattle, WA 98124-4725 no later than 5:00 pm on January 10, 2007. For additional information, contact Linda Cannon at 600 Fourth Avenue, 5<sup>th</sup> Floor, P.O. Box 94746, Seattle, WA 98124-4746, 206-684-8263, E-mail: [linda.cannon@seattle.gov](mailto:linda.cannon@seattle.gov).

## APPENDIX G – FORT LAWTON NOI WORKSHOP AND TOUR (9/26/2006) ATTENDEES

List of attendees on following page(s).

Name	Organization	Address	Phone	Email	Interested in either	
					Homeless Use	Public Benefit Conveyance
Judy Leask Guthrie	United Indians	PO Box 99100 (Discovery Park)	206-285-4425	lguthrie@unitedindians.org		x
Phil Lane, Jr.	United Indians	PO Box 99100 (Discovery Park)	206-285-4425	ceo@unitedindians.org		x
Dorothy Bullitt	Habitat for Humanity	15439 53rd S. Suite B. Tukwila, 98188	206-292-2404 x103	dbullitt@seattle-habitat.org		x
Pam Garrison	70th RRC	4570 Texas Way W, 98199	206-281-3026	pamgarrison@usar.army.mil		
Donna Kostka	Heron Habitat Helpers	6516 A 24th Avenue NE, Seattle 98115	206-283-7805	donna4510@comcast.net		x
Christine Atkins	36th Street Neighborhood	4562 34th Avenue W, 98199	206-286-1908	coopatkins1@comcast.net	x	x
Heidi Carpine (sp?)	HHH - 36th Neighborhood	4663 36th West, 98199	206-284-6489			x
Anne Lockmiller	King County	500 4th Avenue	206-205-5638	anne.lockmiller@metrokc.gov	x	x
Stephen Reilly	Cascade Land Conservancy		206-292-5907 x209	stephen@cascadeland.org		x
Jake McKinstry	AF Evans	2125 Western Avenue, Suite 400	206-443-2700 x15	jmckinstry@afevans.com	x	x
Monica Wooton	Magnolia Historical Society	3607 40th W, Seattle 98199	206-284-2430	mwootons@aiff.net		x
Bill Kreager	Mithun	1201 Alaskan Way,	206-971-5534	billk@mithun.com	x	x
Tom Tierney	SHA	P.O. Box 19028, Seattle 98109	206-615-3500	execdirector@seattlehousing.org	x	x
Ron Murphy	SMR Architects	911 Western Avenue #200	206-623-1104	rmurphy@smrarchitects.com	x	x

1. 36th Street Neighborhood
2. 70th RRC
3. AF Evans
4. Alesek Institute
5. Cascade Land Conservancy
6. Common Ground
7. The Compass Center
8. Community Psychiatric Clinic
9. Enterprise
10. Evergreen Treatment Services
11. Habitat for Humanity
12. Heron Habitat Helpers
13. HHH - 36th Neighborhood
14. The Homeless Project
15. King County
16. Low Income Housing Institute (LIHI)
17. Magnolia Historical Society
18. Mithun
19. Plymouth Housing Group
20. Seattle Housing Authority
21. SMR Architects
22. SVR Design Company
23. United Indians
24. YWCA

Name	Organization	Address	Phone	Email	Interested in	
					Homeless Use	Public Benefit Conveyance
Rick Friedhoff	The Compass Center	77 S. Washington Street	206-357-3102	rfriedhoff@compasscenter.org	x	x
Kathy Roseth	Plymouth Housing Group	2209 1st Avenue, Seattle 98121	206-374-9409	krroseth@plymouthhousing.org	x	
Tom VonSchrader	SVR	815 Western Avenue, Suite 400, Seattle 98105	206-223-0326	tomvs@svrdesign.com		
Lolly Kunkler	SVR	815 Western Avenue, Suite 400, Seattle 98105	206-223-0326	lklyk@svrdesign.com		
Mike Nielsen	CPC	4319 Stone Way N, Seattle, 98103	206-545-2377	mn Nielsen@cpcwa.org	x	
Dan Landes	Common Ground	401 2nd South, #500, Seattle 98104	206-461-4500 x115	dani@commonground.org	x	
Greg Gartell	LIHI	2407 1st Avenue, #200 Seattle, 98121	206-957-8026	gregg@lhi.org	x	
Sharon Lee	LIHI	2407 1st Avenue, #200 Seattle, 98121	206-443-9935 x111	sharonl@lhi.org	x	x
KC Dietz	Heron Habitat Helpers	4346 36th Avenue W, Seattle 98199		dietzkc@hotmail.com		x
Chloe Gale	ETS Reach	1930 Boren Ave	206-715-8483	chloegale@metrokc.gov	x	
Leslie Leber	YWCA	1118 5 th Avenue, Seattle 98101	206-490-4353	lleber@ywcaworks.org	x	
Kollin Min	Enterprise	411 First Avenue S., Suite 411	206-223-4517	kmin@enterprisecommunity.org		
Tara Lee	The Homeless Project	4 Nickerson Street, 3rd Floor	206-525-1212	tlee@thechurchcouncil.org	x	
Kay L. Shoudy	Heron Habitat Helpers	5651 - 40th Avenue W	206-281-1635	shoudypk@comcast.net		
Lisa Folkins	Mithun	1201 Alaskan Way	206-971-5574	lisa@mithun.com		

Name	Organization	Address	Phone	Email	Interested in either	
					Homeless Use	Public Benefit Conveyance
Al Levine	SHA	121 6th Avenue N.		alevine@seattlehousing.org	x	x
Gary Gaffner		P.O. Box 99555, Seattle, 98139	206-284-9999			
MJ Kiser	Compass Center	77 S. Washington Street	206-357-3124	mjkiser@compasscenter.org	x	
Kelley Craig	ETS Reach	1930 Boren Ave	715-4103	kelleycraig@evergreentreatment.org	x	
Elizabeth Tail	Alessek Institute	5919 N. Levee Road East, Fife 98424	253-922-5269	elizabeth@alessek.org	x	

**APPENDIX H – 2006 OUTREACH MATERIALS**

Public outreach materials from 2006

## APPENDIX I – COPIES OF FORT LAWTON NOTICES OF INTEREST (NOIs) RECEIVED BY LRA

1. [Seattle Housing Authority Notice of Interest](#)
2. [United Indians of All Tribes Foundation with Archdiocesan Housing Authority, Low Income Housing Authority, & A.F. Evans NOI](#)
3. [Downtown Emergency Services Center NOI](#)
4. [Seattle Veterans Museum NOI](#)
5. [Seattle Parks and Recreation NOI](#)

## APPENDIX J – DISTRIBUTION LISTS

### Appendix J.1 - 2006: Homeless Assistance Providers Contacted About Public Benefit Conveyance Opportunities at Fort Lawton

Mailing Address Contact	Contractor Name	Mailing Address Street	Mailing Address City	Mailing Address State	Mailing Address Zip	Mailing Address Phone No
Betsy Lieberman	AIDS Housing of Washington	2014 East Madison Street, Suite 200	Seattle	WA	98122	(206) 322-9444
Joanne Whitehead	Arc of King County	233 6th Avenue North	Seattle	WA	98109	(206) 364-6337
Bill Hallerman	Archdiocesan Housing Authority	1902 Second Avenue	Seattle	WA	98101-1155	(206) 728-8171
James Blanchard	Auburn Youth Resources	816 F Street Southeast	Auburn	WA	98002-6121	(253) 939-2202
Paul Lund	Cascade/Immanuel Emergency Services	1215 Thomas Street	Seattle	WA	98109-5427	(206) 622-1930
Josephine Tamayo Murray	Catholic Community Services of Western Washington	100 23rd Avenue South	Seattle	WA	98144	(206) 323-6336
Tony Orange	Central Area Motivation Program	722 18th Avenue	Seattle	WA	98122-4704	(206) 812-4940
Mervyn Chambers	Central Youth and Family Services	1901 Martin Luther King Way South	Seattle	WA	98144-4801	(206) 322-7676
Osborne D. Sharon	Children's Home Society of Washington	3300 Northeast 65th	Seattle	WA	98115	(206) 695-3200
Rev. Sanford Brown	Church Council of Greater Seattle	4 Nickerson Street, Suite 300	Seattle	WA	98109-4404	(206) 525-1213
Lynn Davison	Common Ground	401 Second Ave. South, Suite 500	Seattle	WA	98104	(206) 461-4500
Havenga is the director	Community Psychiatric Clinic	4319 Stone Way North	Seattle	WA	98103-7420	
Rick Friedhoff	Compass Center Downtown Emergency Service Center	77 South Washington Street	Seattle	WA	98104-2519	(206) 461-7835
William G. Hobson	Center	515 Third Avenue	Seattle	WA	98104	(206) 464-1570
Roberto Maestas	El Centro de la Raza	2524 16th Avenue South	Seattle	WA	98144-5104	(206) 329-9442

Ruthanne Howell	Family Services	615 Second Avenue, Suite 150	Seattle	WA	98104	206-826-3050 ext. 127
Doreen Cato	First Place	P.O. Box 22536	Seattle	WA	98122-0536	(206) 323-6715
Cheryl Cobbs	Fremont Public Association	1501 North 45th Street	Seattle	WA	98103-6708	(206) 694-6700
Kathleen Barry	Friends of Youth	16225 Northeast 87th, Suite A-6	Redmond	WA	98052-3536	(425) 859-6490
Kelle Nelson-Brown	Goodwill Development Association	Suite 2	Seattle	WA	98122	(206) 323-7409
Robert Davis	Housing Authority of Snohomish County	12625 Fourth Avenue West	Everett	WA	98204	(206) 743-4505
Stella Chao	International District Housing Alliance	606 Maynard Avenue South, Suite 105	Seattle	WA	98104-2957	(206) 623-5132
Tina Podlodowski	Lifelong AIDS Alliance	1002 East Seneca	Seattle	WA	98122-4214	(206) 328-8979
Sharon Lee	Low Income Housing Institute	2407 1st Avenue, Suite 200	Seattle	WA	98121-1311	(206) 443-9935 ex 111
Arthur Padilla	Multifaith Works	1801 12th Avenue, Suite A	Seattle	WA	98122	(206) 324-1520
Rick Reynolds	Operation Nightwatch	P.O. Box 21181	Seattle	WA	98111-3181	(206) 323-4359
Paul Lambros	Plymouth Housing Group	2209 1st Avenue	Seattle	WA	98121	(206) 374-9409
Mark Secord	Puget Sound Neighborhood Health Centers	905 Spruce Street, Suite 300	Seattle	WA	98104	(206) 461-6935
Scott Morrow	Seattle Housing And Resource Effort	P.O. Box 2548	Seattle	WA	98111	(206) 448-7889
Camille Monzon, M.P.A.	Seattle Indian Center	611 12th Avenue South, Suite 300	Seattle	WA	98144-2007	(206) 329-8700
Michael Shaw	Shalom Zone Non-Profit Association	1415 Northeast 43rd Street	Seattle	WA	98105-5877	(206) 632-5163
Kris Nyrop	Street Outreach Services	2028 Westlake Avenue	Seattle	WA	98121	(206) 625-0854
Nila Fankhauser	The Salvation Army, a California Corporation	1101 Pike Street	Seattle	WA	98101	(206) 405-4290
Norman Johnson Lane Jr. is the ED but Michelle is also still	Therapeutic Health Services, Inc. United Indians Of All Tribes Foundation	1116 Summit Avenue	Seattle	WA	98101-2831	
Mark J. Snow	University Street Ministry	Administration, Discove	Seattle	WA	98139	(206)285-4425 ext. 13
James Kelly	Urban League of Metropolitan Seattle	4740 B University Way	Seattle	WA	98105	(206) 522-4366
Brian Knowles	Virginia Mason Medical Center	105 14th Avenue	Seattle	WA	98122-5558	(206) 461-3792
Kris Stadelman	Workforce Development Council of Seattle-King County	2720 East Madison	Seattle	WA	98112	(206) 322-5300
Allison Whery	YMCA of Greater Seattle	2003 Western Avenue	Seattle	WA	98121	(206) 448-0474
Delores Lane	Youth and Outreach Services	909 Fourth Avenue	Seattle	WA	98104	(206) 382-5013
Victoria Wagner New Director is Bill Wilson	YouthCare	P.O. Box 1921	Renton	WA	98052	(206) 723-9104/723-5513
Sue Sherbrooke	YWCA of Seattle-King County- Snohomish County	2500 Northeast 54th Str	Seattle	WA	98105	(206) 694-4500
		1118 Fifth Avenue	Seattle	WA	98101	(206) 568-7845

## Additions from HUD

Contact	Contractor Name	Mailing Address	Address City	Address State	Mailing Address Zip
Nina Auerbach	Child Care Resources	1225 S Weller Street, Suite 300	Seattle	WA	98144
Mario Paredes	Consejo Counseling and Referral Services	3808 S Angeline Street	Seattle	WA	98118

Director	Eastside Domestic Violence Program	PO BOX 6398	Bellevue WA	98008
Doreene Marchione	Hopelink	16225 NE 87TH ST	Redmond WA	98052
Michael Heinisch	Kent Youth and Family Services	232 2ND AVE S # 201	Kent WA	98032
Dini Duclos	Multi Service Center	PO BOX 23699	Federal Way WA	98093
Tom Tierney	Seattle Housing Authority Vietnam Veterans Leadership Program	PO BOX 19028	Seattle WA	98109
Sherwood Dickie		2903 NE 193RD ST	Lake Forest WA	98155

## Appendix J.2 - 2017-2018: EIS Distribution List (Fort Lawton FEIS Chapter 6)

### Tribes

Duwamish Tribe  
Muckleshoot Tribe, Fisheries Division  
Snoqualmie Tribe  
Stillaguamish Tribe  
Suquamish Tribe  
Tulalip Indian Tribe

### Federal Agencies

U.S. Army Base Transition Coordinator  
U.S. Army BRAC Environmental Coordinator  
U.S. Army Corps of Engineers  
U.S. Army Department of Veterans Affairs  
U.S. Department of Housing and Urban Development

### State Agencies

Washington State Department of Archaeology and Historic Preservation  
Washington State Department of Ecology, Environmental Review Section  
Washington State Department of Fish and Wildlife  
Washington State Department of Health, Environmental Health Division  
Washington State Department of Natural Resources  
Washington State Department of Transportation, Northwest Division

### Local Agencies

King County Metro, Real Estate/Land Use/Environmental Planning  
King County Wastewater Treatment Division, Environmental Planning  
Public Health Seattle & King County, Environmental Health Division  
Seattle City Light  
Port of Seattle, Environmental Management  
Puget Sound Clean Air Agency  
Seattle Landmarks Preservation Board  
Seattle Public Schools



## APPENDIX K – WRITTEN AND ORAL PUBLIC COMMENT ON REDEVELOPMENT OF FORT LAWTON

### Appendix K.1 - August 5, 2008 Seattle City Council Committee Meeting - Public comment transcripts

[https://wayback.archive-it.org/3241/20141217184655/https://www.seattle.gov/neighborhoods/fortlawton/brac/pubs/ft lawton PIP hearings 091808.pdf](https://wayback.archive-it.org/3241/20141217184655/https://www.seattle.gov/neighborhoods/fortlawton/brac/pubs/ft%20lawton%20PIP%20hearings%20091808.pdf)

### Appendix K.2 - 2008 Comments via Email and Letter

[https://wayback.archive-it.org/3241/20141217184738/https://www.seattle.gov/neighborhoods/fortlawton/brac/pubs/ft lawton PIP letters 091808.pdf](https://wayback.archive-it.org/3241/20141217184738/https://www.seattle.gov/neighborhoods/fortlawton/brac/pubs/ft%20lawton%20PIP%20letters%20091808.pdf)

### Appendix K.3 - 2017-2018: Key Topic Areas and Analysis (FEIS Chapter 4)

[http://www.seattle.gov/Documents/Departments/Housing/Footer%20Pages/Fort%20Lawton%20Right%20Sidebar/FtLawton\\_Final%20EIS.pdf#page=389](http://www.seattle.gov/Documents/Departments/Housing/Footer%20Pages/Fort%20Lawton%20Right%20Sidebar/FtLawton_Final%20EIS.pdf#page=389)

### Appendix K.4 - 2017-2018: Comment Letters/Transcript of Draft EIS Public Hearing and Responses (FEIS Chapter 5)

[http://www.seattle.gov/Documents/Departments/Housing/Footer%20Pages/Fort%20Lawton%20Right%20Sidebar/FtLawton\\_Final%20EIS.pdf#page=407](http://www.seattle.gov/Documents/Departments/Housing/Footer%20Pages/Fort%20Lawton%20Right%20Sidebar/FtLawton_Final%20EIS.pdf#page=407)

## APPENDIX L – TWO OPINIONS OF AFFORDABLE HOUSING AT FORT LAWTON

These are two representative opinions published by the *Seattle Times* in March 2019 about including housing for persons who have experienced homelessness as part of the redevelopment plan for Fort Lawton. The majority of public comments received, collectively in person at public meetings and submitted through email and regular mail, support creating affordable homes.

[Opinions as published in *Seattle Times* on following page(s).]

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**Letters To The Editor**

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## Fort Lawton housing is no threat to Discovery Park



Originally published March 8, 2019 at 11:32 am

By [Letters editor](#)

*The Seattle Times*

Re: [“Yes to affordable housing, but not in Discovery Park’s backyard”](#):

Seattle lacks affordable housing. Part of the solution, then, is to build affordable housing.

The redevelopment plan for Fort Lawton near Discovery Park in Magnolia is an important step toward making Seattle more affordable for its residents.

Neal Starkman argues in his Op-Ed that he is not a NIMBY but proceeds to use the NIMBY playbook. First, he states that he supports the idea of building affordable housing in his neighborhood, just not this project — the project that has already had extensive public input, an environmental impact study and the potential to come to fruition.

Second, he argues that there will be an increase in noise, traffic and pollution that will harm Discovery Park due to new homes near the park. The park is already surrounded by hundreds of homes. No one complains about the traffic and pollution they cause. But somehow these new homes would be too much for the park to handle. He is ultimately saying that an increase in noise, traffic and pollution is OK for other neighborhoods — but not his.

I love Discovery Park. This plan will not threaten it, but it will help more of our fellow Seattleites afford to live in our city.

**Kelly Husted, Seattle**

## Opinion

## Yes to affordable housing, but not in Discovery Park's backyard



Originally published March 5, 2019 at 2:33 pm Updated March 6, 2019 at 2:15 pm



The Discovery Park Lighthouse is a favorite Seattle destination. (AP File Photo / Manuel Valdes)

**Seattle needs affordable housing — lots of it. We need to provide for all our citizens. But there must be better locations than Discovery Park.**

By [Neal Starkman](#)

*Special to The Times*

Discovery Park is probably the most beautiful park in Seattle — more than 500 acres of forest with trails threading woods and meadows, and offering a breathtaking view of Puget Sound and the Olympic Mountains.

It's tucked away at the far west end of the Magnolia community, away from major thoroughfares, with only one roadway entrance. It's quiet, it's pristine, it's a haven for people who want to temporarily get away from the urban environment and immerse themselves in a natural habitat.

And it's being threatened.

Two points: First, I live in Magnolia, and I am all in favor of affordable housing. There are ball fields within two blocks of my house, and I would be fine with such housing at that site. This is not a Not In My Back Yard objection. And

[Opinion continued on next page]

second, really? In the entire city, Seattle thinks that the best place to put up mixed-income housing is essentially in a park?

There will be construction. There will be noise. There will be traffic. There will be pollution. And that's in the eight years before the housing will even be completed. Once built, there will be more noise, more traffic and more pollution. Does anyone truly believe that Discovery Park will remain the same? Does anyone truly believe that the park will retain its unique qualities that have made it such a beautiful area for both humans and wildlife to enjoy? I cannot fathom any solid reason why those who cherish the beauty of the city would choose this location.

Again, let me be clear: Seattle needs affordable housing — lots of it. We need to provide for all our citizens. But there have to be better locations than this one. There have to be better locations than such a natural milieu, one that will be forever compromised if this plan goes through.

A public meeting on this subject was held Monday evening; it was packed. Some people focused on how important it was to provide affordable housing but ignored where best to provide that housing. Others referred to the initial plan for the park, which did not include housing communities. Still others emphasized the plight of the local animals — seals, herons and the like — threatened by construction and pollution. They asked, “If we go through with this plan, what will the park be like in 20, 30, 80 years? Is this something our grandchildren will thank us for?”

The timeline for a final decision by the City Council is not definite, but it is expected to take up the issue this spring. Meantime, for more information, you may want to contact the Discovery Park Community Alliance:

[www.dpark29.com](http://www.dpark29.com)

As supporters of the park say, “There are better locations in the city for low-income housing, but there are no other locations in which to grow the park.”

I encourage anyone who loves Seattle to urge an alternative plan, one that does not destroy Discovery Park.

**APPENDIX M – LEGALLY BINDING AGREEMENT BETWEEN THE CITY OF SEATTLE AND CATHOLIC HOUSING SERVICES OF WESTERN WASHINGTON**

[Lease Between The City of Seattle and CHS, dba Archdiocesan Housing Authority](#)

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## APPENDIX N – CATHOLIC HOUSING SERVICES LETTER AGREEING TO TERMS OF LEGALLY BINDING AGREEMENT



**CatholicHousingServices**  
OF WESTERN WASHINGTON

April 5, 2019

U.S. Department of Housing and Urban Development  
Office of Special Needs Assistance Programs  
BRAC Coordinator  
451 Seventh Street, SW, RM 7266  
Washington, DC 20410

Re: Legally Binding Agreement

To the BRAC Coordinator:

The Archdiocesan Housing Authority (“AHA”) is providing this letter to confirm that it has negotiated and agreed to the terms contained within the Legally Binding Agreement, in the form of a lease, submitted by the City of Seattle as part of its Homeless Assistance Submission provided to HUD and the Department of Defense together with the Fort Lawton Redevelopment Plan (The Plan). However, the Legally Binding Agreement does not create any contract or other legal obligations upon AHA unless and until the following conditions precedent and contingencies are satisfied:

1. There is no significant or material change(s) to The Plan as submitted; and
2. Financing and other contingencies described in and/or as contemplated by the respective Legally Binding Agreements are satisfied for each housing project; and
3. AHA’s obligation to enter into and be bound by either of the Legally Binding Agreements is subject to and will require (1) formal approval of the AHA Board of Trustees, and (2) approval and execution of a Certificate of Action by AHA’s Corporate Member in accordance with AHA’s by-laws.

If you have any questions or require additional information, please contact Chris Jowell, Vice President and Agency Director at Catholic Housing Services ([chrisj@ccsww.org](mailto:chrisj@ccsww.org)).

Sincerely,

Rob Van Tassell  
Vice President of Housing and Community Development  
Archdiocesan Housing Authority



100 - 23rd Avenue South, Seattle, WA 98144-2302  
Phone: (206) 323-6336 Fax: (206) 328-5692  
[www.ccsww.org](http://www.ccsww.org)



*Catholic Housing Services is a DBA of the Archdiocesan Housing Authority*

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PREPARED BY:

City of Seattle Office of Housing  
with Seattle Parks and Recreation and Office of Intergovernmental Relations

Cover drawing by EDAW and GGLO



**LEASE – Appendix M to Appendix H - Homeless Assistance Submission**

After recording return to:

City of Seattle  
Office of Housing  
PO Box 94725  
Seattle, WA 98124-4725  
Attention: Thomas Mack

**LEASE**

**Reference numbers of related documents:**

N/A

**Grantor:**

**THE CITY OF SEATTLE**

**Grantee:**

**Archdiocesan Housing Authority**

**Legal Description:**

**Summary:** \_\_\_\_\_  
**Additional description on Exhibit D**

**Assessor's Property Tax Parcel Account Nos.:**

**LEASE**

**Between**

**The City of Seattle**  
a municipal corporation  
of the State of Washington and

Archdiocesan Housing Authority  
a Washington nonprofit corporation

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List of Exhibits:

- A. Map of Fort Lawton Property
- B. Development Process
- C. Map of the Premises
- D. Legal Description of Premises
- E. Information Received by Lessee

**LEASE**

Between

**The City of Seattle**  
a municipal corporation  
of the State of Washington and

**the Archdiocesan Housing Authority**  
a Washington nonprofit corporation

**FOR THE DEVELOPMENT AND OPERATION  
OF HOUSING FOR HOMELESS PERSONS AT FORT LAWTON**

This Lease is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by The City of Seattle, a municipal corporation of the State of Washington and the Archdiocesan Housing Authority, a Washington nonprofit corporation (“AHA” or, together with any Assignee of its interest hereunder, “Lessee”).

**RECITALS**

On \_\_\_\_\_, 20\_\_, the City acquired title to portions of the Fort Lawton Army Reserve Center from the United States government under terms and conditions requiring, among other public and community uses, the development and management of housing for the homeless and related services.

AHA was selected by the City through a Notice of Interest to construct and operate 85 units of housing for homeless seniors age 55 and older as part of the redevelopment of property identified by the Army for disposition as surplus at Fort Lawton. AHA will provide an appropriate residential environment and plan, and arrange and coordinate social and health services for the project’s tenants. AHA’s supportive services model is to provide a high level of on-site programming including case management designed to promote tenant housing stability and self-sufficiency. On-site property management services are to include 24-hour front office staffing.

AHA will enter into an agreement with United Indians of All Tribes Foundation (“United Indians”) to provide residents culturally appropriate supportive services on- and off-site. United Indians operates the nearby Daybreak Star Cultural Center, which serves as a nucleus of Native American cultural activity in the region. United Indians was selected by the City through the Notice of Interest process to provide culturally-appropriate support services.



The City and AHA anticipate assigning the Lessee's interest in this Lease to a limited liability company or limited partnership for the purpose of securing financing for constructing the homeless housing units on the Premises.

THEREFORE, in consideration of the lease of the below-described premises by the City as Lessor to AHA as Lessee and the mutual covenants made herein, the parties agree as follows:

**1. DEFINITIONS**

The following capitalized terms used in this Lease shall have the following meanings unless the context otherwise requires:

“Application” means the redevelopment plan and homeless assistance submission by the City to the United States Department of Housing and Urban Development (“HUD”) and United States Department of Defense (“DoD”) for the transfer of the Premises to the City, as finally approved by HUD and DoD.

“AHA” means Archdiocesan Housing Authority, a Washington nonprofit corporation.

“Article” means a portion of this Lease designated by a number and a heading in all capital letters, and includes all Sections thereunder.

“Army Deed” means the deed conveying the Premises from the United States Army to the Lessor dated \_\_\_\_\_, 20\_\_ and recorded under King County recording no. \_\_\_\_\_

“Assignee” means the recipient of any Assignment, made with written consent of Lessor, that assumes the obligations of Lessee hereunder.

“Assignment” means the assignment of all of the Lessee's rights and interests under this Lease.

“Building” means the residential building to be constructed by the Lessee pursuant to this Lease, including all fixtures thereon and therein, and any replacements for the building and fixtures.

“Certificate of Occupancy” means a temporary certificate of occupancy issued by SDCI after constructing the Improvements, or, if no temporary certificate of occupancy is issued, then a permanent certificate of occupancy.

“City” means The City of Seattle, a Washington municipal corporation.

“Codes” include all land use, building, housing, fire, electrical, mechanical, plumbing, and other codes applicable under City ordinances or State law, and all valid interpretations thereof issued by the agencies responsible for the administration thereof.

“Construction Plans” means plans and specifications for constructing the new Improvements, or for restoring the Improvements, in sufficient detail for submitting a building permit application and in compliance with all applicable Codes.

“DoD”: means the United States Department of Defense, and any successor agency.

“Director” means the City of Seattle Director of the Office of Housing and any official who may succeed to the authority or responsibility of the Director to act for the Lessor under this Lease. In addition, in any instance in which action by the “Director” is contemplated by this Lease, “Director” shall include any other City employee authorized by the Director or by the Mayor of The City of Seattle to take such action.

“Effective Date” means the date when this Lease has been executed by both parties.

“Environmental Review” means review by the United States government under the National Environmental Policy Act and related laws in connection with transferring the Premises or Fort Lawton Property.

“Fort Lawton Property” means the land generally depicted on Exhibit A, including land acquired from the United States by the Lessor and land acquired or to be acquired by other parties, and all buildings and improvements now or hereafter located thereon, subject to any deletions, additions, or adjustments as may have been or may be required by the United States government in connection with the transfers of property.

“Homeless person” has the meaning set forth in 24 CFR Section 586.5.

“HUD” means the United States Department of Housing and Urban Development and any successor department or agency.

“Improvements” means the Building, any additions or modifications thereof, and any other structures or fixtures that shall be constructed or installed on the Premises during the Term of this Lease, but shall not include any infrastructure or utility improvements (including but not limited to streets; light and power poles; signs; water, sewer, electric and gas lines) presently existing or hereafter installed and owned by the City or any other public utility.

“Lessor” means the City, solely in its capacity as the owner of the Premises and lessor under this Lease, and any successor owner of the Premises.

“Personal Property” means any personal property acquired for operating or maintaining the Premises with funding provided by the City or another government.

“Premises” means the land depicted in Exhibit C and described in Exhibit D attached hereto and incorporated by this reference.

“Rent” means the rent fixed in Section 4.1.

“SDCI” means the Seattle Department of Construction and Inspections, and any successor agency.

“Section” means a part of this Lease designated by a number with a numeral after a decimal point, such as “11.3”, including all subsections, paragraphs, and clauses therein.

“Tenant” means any residential tenant or subtenant occupying a housing unit, and any member of any such person’s household when such person has the status of a tenant under applicable law.

“Term” means the term of this Lease specified in Section 3.1, as extended, if applicable, pursuant to Section 3.4.

“United Indians” means United Indians of All Tribes Foundation, a Washington nonprofit corporation.

## **2. BUILDING CONSTRUCTION**

2.1 The Lessee shall cause to be constructed and installed on the Premises, at Lessee’s expense, a residential building including 85 dwelling units, other suitable common areas, fixtures, systems, and furnishings, and the driveways, parking areas, walkways reasonably required to serve the Building, and all landscaping required in connection with applicable permits, all in accordance with the Construction Plans acceptable to the Director. The Lessee shall diligently pursue all necessary private, federal, state, and local financing, permits, approvals, design and engineering work, and contracts for developing and constructing the Building and such related site Improvements.

2.2. The Lessee shall comply with the development process in Exhibit B to this Lease, which is incorporated by this reference, in each case unless extended by the Director in writing, in the discretion of the Director. Regardless of any extensions or any other provisions of this Lease, the Lessee shall ensure that the Building is completed, has a Certificate of Occupancy, and is ready for occupancy of all Units, no later than 5 years after the Effective Date.

## **3. TERM**

3.1 Term of Lease. Subject to the provisions of this Lease and the terms of the Army Deed, Lessor leases to Lessee and Lessee leases from Lessor the Premises described below. This Lease shall be in effect from the Effective Date for a period of 60 years, ending the day before the 60<sup>th</sup> anniversary of the Effective Date (“Initial Term”), unless sooner terminated as provided elsewhere in this Lease.

3.2 Early Termination. The Lease may be terminated before expiration of the Term by written agreement of the Lessor and Lessee; or for default as described in Article 17, after any applicable cure period; or due to casualty as provided in Article 15; or as provided below in this Article or in Articles 5 or 31. If not otherwise specified, termination shall be effective 90 days after written notice of termination from the Lessor.

3.3 Termination if Premises Not Used for Homeless. Lessor shall have the right to terminate this Lease by written notice to Lessee if the Building is not completed by the date required under the last sentence of Section 2.2, or if within 90 days after that date there are not at least 75% of the units occupied by Tenants eligible under the terms of this Lease. In addition, Lessor shall have the right to terminate this Lease by written notice to Lessee if the Premises cease to be used for the homeless.

3.4 Extension of Lease. If this Lease shall be in full force and effect, the Lessee shall be in full compliance with the terms of this Lease, and the Building shall then be at least 90% occupied by Tenants eligible under the terms of this Lease, then at the option of the Lessee, exercisable by written notice to the Lessor no more than one year and no less than 180 days before the scheduled expiration of the Term of this Lease, the Term of this Lease shall be extended for an additional 25-year period. This option to extend may be exercised only twice, so that the total Term of this Lease shall not exceed 110 years.

#### 4. RENT AND OTHER CHARGES

4.1 Rent. Lessee shall pay Lessor base rent for the Premises during the Term at the rate of \$100 per year. Rent shall be due and payable by Lessee to Lessor on the Effective Date of the Lease for the first year of the Term and subsequently payable by Lessee on each anniversary of the Effective Date of the Lease. Lessee reserves the right to prepay the entire Term or portions thereof, but no acceptance of prepayment shall affect the right of the Lessor to terminate this Lease upon the circumstances set forth herein, and there shall be no right to any rebate of prepaid rent upon any such termination.

4.2 Other Charges. Lessee shall pay all other charges as set forth in Article 9. It is the purpose and intent of the parties and they agree that Rent payable hereunder shall be absolutely net to Lessor so that this Lease shall yield to Lessor the Rent specified, free of any charges, assessments, or impositions of any kind charged, assessed, or imposed on or against the Premises, and without abatement, counterclaim, deduction, defense, deferment, or set-off by the Tenant, and Lessor shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth. The foregoing notwithstanding, if Lessor shall be subject to property taxes on the Premises, the Lessor, not the Lessee, shall be obligated for such taxes.

5. **PREMISES; USE**

5.1 Use of Premises.

(a) Lessee agrees that, except as otherwise expressly provided herein, the Premises shall be solely devoted to developing and operating a residential Building for homeless persons (including community space, landscaping, gardens, playgrounds, and other open space available to the residents), and for related services to the homeless persons as may be approved by the Lessor and as may be consistent with applicable federal or state laws and regulations.

(b) Any nonresidential space in any buildings on the Premises shall be used solely for services to the homeless persons residing on the Premises unless otherwise expressly agreed in writing by the Lessor. Lessee shall maintain and produce for inspection and copying upon demand by the Lessor or HUD records demonstrating compliance with this Section.

(c) At all times during the Lease, unless otherwise approved in writing by the Lessor, all usable space in the Improvements on the Premises shall be used for purposes that qualify as the necessary support of the poor or infirm, as authorized under Article VIII, Section 7 of the Washington State Constitution.

5.2 Supportive Services for Homeless.

Lessee shall provide supportive services to all residents of the Premises. The supportive services model shall include, at a minimum, case management. In addition, Lessee shall cause culturally-appropriate services including but not limited to alcohol and other drug abuse treatment, mental health services, and healthcare benefits coordination according to the needs of Tenants, consistent with the Application. These additional services shall be provided through a contract with United Indians acceptable to the Lessor, unless the Lessor shall approve a substitute contractor. Should United Indians be unable or unwilling to provide appropriate services, and should no acceptable substitute contractor be available, then Lessee shall directly provide culturally-appropriate services.

5.3 Inability to Continue Use for Homeless. If Lessee is unable to continue operating any part of the Premises consistent with this Lease due to unavailability of sufficient operating funds, then Lessee shall inform Lessor in writing and Lessee shall have no liability in damages to Lessor for the failure to continue such use. Upon such notification, Lessor shall then have the right to terminate this Lease, by 30 days' written notice to Lessee.

6. **OWNERSHIP OF IMPROVEMENTS AND PERMISSION OF LESSOR**

6.1 Title to Improvements and Personal Property. Lessee shall hold title to the Building and any other Improvements constructed on the Premises. Lessee's title to all

Improvements and Personal Property shall be subject to all the terms and conditions of this Lease, including without limitation the reversion of all Improvements to the Lessor upon termination. Lessee shall have no right to remove, destroy, damage, or alter any Improvement or portion thereof, nor to permit any person to do any of the foregoing, without the express written consent of the Director. At the expiration of the Term, or if this Lease is earlier terminated as provided under this Lease, the Improvements, together with all related Personal Property, shall become the property of Lessor without any payment by Lessor; provided, the Lessor may require the Lessee to remove, within 10 days after notice to Lessee, at Lessee's sole expense, any fixtures or structures on or under the Premises that were constructed, affixed, or substantially modified without the approval of the Lessor or in violation of applicable laws, regulations, or Codes, or that were permitted by Lessor on condition that they be removed upon the Lease expiring or terminating.

6.2 Permission of Lessor. Subject to any restrictions on the Premises reserved in the conveyance by the United States, the Director shall not unreasonably withhold permission for Lessee and its contractors and subcontractors to engage in any excavation or construction activities reasonably necessary to construct, repair, alter, or improve the Improvements contemplated by this Lease, consistent with Construction Plans acceptable to the Director. Lessor agrees to timely review and respond to requests for approvals or permissions for related excavation and construction as may be necessary under this Lease or as may be necessary to secure building or other permits as may be required by applicable law. Lessor further agrees to cooperate with and permit the hook-up of any and all necessary utilities to the Building. However, Lessee shall obtain any and all necessary permits for utility hook-ups as required by applicable law.

## 7. MANAGEMENT AND OPERATION

7.1 Applicable Laws. The operation and management of the Premises by Lessee shall be conducted consistent with the requirements of applicable laws, regulations, and ordinances.

7.2 Property Manager. Beginning no later than commencing Building occupancy, Lessee shall ensure that there is competent on-site property management staff on duty at all times, 24 hours each day. Lessee may contract with one or more property managers with the written consent of the Director, to manage the Premises' operation consistent with this Lease, but no delegation of any duty or obligation to any property manager shall limit the responsibility or liability of Lessee hereunder.

7.3 Rules and Regulations. The Lessee agrees to observe, and to take all reasonable measures to cause Tenants and other persons allowed on the Premises to observe, such reasonable rules and regulations governing the Premises as the Lessor may promulgate from time to time, to the full extent such rules and regulations are permitted under applicable law.

## **8. DELAY IN PERFORMANCE**

8.1 Force Majeure. Subject to Section 8.2, to the extent that delays in the performance of Lessee's obligations, including but not limited to developing plans and specifications, securing funding commitments or commencement, completing construction of the Improvements, and repairing or restoring the Improvements, are due to causes or events beyond Lessee's reasonable control and without its negligence, including but not restricted to, any delays or suspensions of construction compelled by court order, acts of God, acts of the public enemy, reasonably unforeseeable acts of a unit of local, state, or federal government, reasonably unforeseeable acts or omissions by other parties, fires, floods, labor strikes, or suspensions, embargoes, delays in or suspension or loss of essential utility services, loss of ingress or egress to the Premises, earthquake, volcanic event, earth movement, accident, war or military action, civil unrest, riot, unavailability of necessary materials for construction or repair, unusually severe weather, or delays of contractors or subcontractors due to such causes or events, the time for the performance of the obligation shall be extended, and Lessee shall not be considered in breach of its obligations under this Lease, for the period of the enforced delay if Lessee shall request an extension of time in writing from Lessor promptly and in any event within 30 days after Lessee becomes aware, or reasonably should have been aware, of the cause of any such delay. Failure of the Lessee to obtain sufficient funding for constructing new Improvements, after exercising its best efforts, shall be considered a cause beyond Lessee's reasonable control under this Section, provided that Lessee shall be continuing diligent efforts to obtain such funding.

8.2 Certain Termination Rights Not Affected. Nothing in this Article shall affect the right of the Lessor to terminate this Lease if otherwise authorized under Section 3.3, Section 5.3, Article 15, Article 17, or Section 31.3.

## **9. TAXES AND UTILITY CHARGES**

9.1 Taxes. The Lessee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including, but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes and other impositions levied on its property, equipment, and improvements on the Premises; and taxes on the Lessee's interest under this Lease and any leasehold interest deemed to have been created thereby under Chapter 82.29A RCW. If the State of Washington makes any demand upon the City as Lessor for paying leasehold excise taxes resulting from the Lessee occupying the Premises or withholds funds due to the Lessor to enforce leasehold excise taxes collection, the Lessee shall, at its sole expense, contest such action and indemnify the Lessor for all sums expended by, or withheld by the State from, the Lessor in connection with such taxation.

9.2 Utility Charges. The Lessee, at the Lessee's sole expense, shall pay for, when due, all costs for providing all utilities and other services on or to the Premises, including but not limited to, elevator service, electricity, gas, water, telephone and other communications

services, sewer, surface water management, and other charges customarily billed with property taxes, garbage, recycling, heating, and janitorial, and shall also pay all charges for new connections to water or sewer mains required in connection with the constructing, rehabilitating, modifying, or using the Improvements. The Lessor shall be responsible for installing or improving water or sewer mains, drainage facilities and electricity lines to the Premises if required for the purposes of the uses contemplated by this Lease, but shall not be responsible for connections, meters and related installations that would be the responsibility of the owner or developer of a building on private property according to standard policies of the City for utilities. Lessor's installations and improvements shall be made, to the extent required, in time to serve new Improvements constructed on the Premises in accordance with this Lease. The Lessor shall not be liable for any injury, loss, or damage caused by or resulting from any interruption or failure of utility services due to any causes whatsoever except the Lessor's gross negligence or breach of this Lease. The Lessee shall not be entitled to an offset, reduction, or return of Rent as a result of any interruption or failure of said services.

9.3 No Charges for Service to Other Property. Nothing contained herein shall require Lessee to pay any gas, electrical, water, sewer, or any other charge for utility service furnished to parts of the Fort Lawton Property not conveyed to Lessee under the terms of this Lease.

9.4 Lessee's Right to Contest. Lessee shall have the right to contest or review by legal proceedings or in such other manner as may be legal, any tax, assessment, utility charge, or other governmental imposition mentioned above and to pay such items under protest; provided, that nothing in this Section shall be construed to restrain the exercise of any remedy by any City utility for nonpayment, and provided further that notwithstanding any protest or challenge Lessee shall timely pay such amounts as are necessary to avoid interruption in service, including any interruption that would occur from application of the normal policy or procedure of any City utility.

## **10. ALTERATIONS; CONDITION AND CARE OF PREMISES**

10.1 General Condition. The Lessee shall at all times keep the Premises in a neat, clean, safe, and sanitary condition, and shall use and maintain the Premises in accordance with the laws of the State of Washington and the Charter, ordinances, and Codes of The City of Seattle, and in accordance with all valid rules and regulations of the Director of the Department of Public Health of Seattle & King County ("Health Officer"), Fire Marshal, Director of SDCI, and other appropriate officers of The City of Seattle, including without limitation those laws, regulations, ordinances, and Codes applicable to public health, public safety, noise, and nuisance. The Lessee shall comply with the previous sentence at the sole cost and expense of the Lessee, except as otherwise expressly provided herein. The Lessee shall not cause or permit any waste, damage, or injury to the Premises, or permit anything to be done upon the Premises that in any way will tend to create a nuisance.



10.2 Lessee Accepts Premises AS IS.

(a) Lessee has fully inspected the Premises. Lessee is fully familiar with the condition of the Premises. Lessee accepts the Premises **AS IS**, in their condition on the Effective Date, and **ASSUMES THE RISK** of any defects in the condition of the Premises and of all the matters set forth below. Lessor makes **NO WARRANTIES OR REPRESENTATIONS OF ANY KIND**, except as follows:

(1) Lessor has provided Lessee with copies of all documents in Lessor's possession pertaining to the United States' transfer of interest in the Fort Lawton Property to Lessor that restrict or condition the Lessee's use of the Premises.

(2) To the best of the knowledge of the Housing Director of Lessor, Exhibit E is a complete list of the reports, studies, and assessments regarding the environmental condition of the Premises or any abatement or remediation of any environmental conditions of the Premises that were provided by the DoD and HUD to the Lessor in connection with the transfer of the Premises to the Lessor, or were undertaken by Lessor or by third parties on Lessor's behalf. Lessor does not represent or warrant that the information in any such documents is complete or accurate.

(3) The Housing Director has no actual knowledge, obtained after the date of the recording of the Army Deed that there is any condition of the Premises not reasonably discoverable by the Lessee and not disclosed in any of the reports listed on Exhibit E or otherwise disclosed to the Lessee that would have a material adverse effect on the use of the Premises for the purposes intended by this Lease.

(b) Without limiting the generality of the foregoing paragraph, Lessee agrees that, except as may be specifically set forth in this Lease, neither Lessor nor any person for whom Lessor may have any responsibility makes any representation, warranty, or promise of any kind with regard to any of the following: (1) the physical condition of the Premises or improvements (land, buildings, fixtures, or infrastructure), whether or not readily determined by inspection; (2) the presence or absence of any underground tanks or any hazardous or defective substances or conditions on or about the Premises, or on adjacent properties; (3) the history of the Premises or activities that may have occurred or been conducted thereon or thereunder; (4) soils conditions or drainage; (5) square footage of land or buildings; (6) encroachments; or (7) location or condition of utility lines.

(c) Except as otherwise expressly provided in this Lease, Lessee hereby irrevocably releases and waives any and all claims that Lessee has or may have hereafter against Lessor with respect to the condition of the Premises or arising pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Washington State Model Toxics Control Act, as amended.

(d) Lessee agrees that the Lessor shall have no liability or obligation as a result of any defect or condition of the Premises, including without limitation latent defects,

except for any defect created by the negligent act or omission of Lessor or its contractors, employees, or agents after the date of recording of the Army Deed. Lessee acknowledges that the Housing Authority of the City of Seattle ("SHA"), a public body corporate and politic and not an agency or instrumentality of Lessor, has undertaken certain work on the Fort Lawton Property, including the Premises, in preparation for development and construction activities, and Lessee agrees that SHA and its contractors, employees, and agents shall not be considered contractors, employees, or agents of Lessor. The Lessor shall have no obligation for any repairs, maintenance, or work of any kind except as expressly set forth in this Lease.

**(e) Lessee and Lessor acknowledge that this Section has been specifically bargained for and that Lessor would not be willing to lease the Premises on the terms and conditions set forth herein without Lessee's agreement to the terms of this Section.**

### 10.3 Alterations.

(a) The Lessee shall not make, or cause to be made, any alteration, addition, or improvement in the Premises, including without limitation installing, removing or modifying fencing or landscaping, without first obtaining the written consent of the Director for such work. The Director's approval of alterations, additions, or improvements expressly contemplated by this Lease shall not be unreasonably withheld, provided the Lessee demonstrates the availability of sufficient financial resources to complete such alterations, additions, or improvements. Ordinary repairs and any non-structural alteration of any structure that, together with all other items of the same nature during the calendar year, cost less than \$15,000, and emergency repairs immediately necessary for the usual and customary usage of the Premises, in each case if at the sole expense of Lessee, shall not require such prior written consent. Except for actions of the Lessor under Article 32, and except for any repairs required as a direct result of any damage to the Premises by Lessor after the date of this Lease, all alterations, additions, and improvements made shall be at the sole cost and expense of the Lessee, and unless otherwise agreed in writing by the Director, shall remain in and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, without disturbance, molestation, or injury.

(b) The Lessor reserves an unqualified right to make repairs or alterations to the Premises or to the buildings thereon (i) where conditions deemed by the Director to constitute an emergency exist; or (ii) after prior written notice to Lessee requesting Lessee to make such repair or alteration in order to correct deficiencies in compliance with any applicable law, regulation or Code. Lessee shall reimburse Lessor on demand for the cost of any such repairs or alterations if made after the Lessee shall have failed or refused to do so. The Lessor also reserves the right to make general alterations to the Premises or to any buildings thereon at no cost to Lessee where such general alterations will not unreasonably interfere with the ordinary operation or use of the Premises or such building by the Lessee.

(c) If at any time after the Building has been placed in service, the Building shall, in the Lessor's reasonable judgment, immediately require an extraordinary

capital improvement (such as replacement of a major building system), and sufficient funds are not available in the Lessee's capital reserves for such purpose, then the Lessor may make such capital improvement, and may require that the Lessee contribute all available funds in Lessee's capital reserves toward the cost of such capital improvement, subject to any approval required by any funding agreement approved in writing by the Lessor.

(d) During any alteration or construction, the Lessee shall secure and provide on-site containers for collecting waste materials, debris, and rubbish associated with work. The Lessee shall keep the work site and all adjacent property free from the accumulation of waste materials, rubbish, and windblown debris and, on a daily basis shall dispose of all flammable, hazardous, and toxic materials generated by or otherwise associated with the work. Storage and disposal shall be in accordance with Title 40 CFR, WAC Ch. 173-303, Title 49 CFR, and state and local fire codes and regulations. Lessee shall ensure that all waste materials, debris, and rubbish generated by or otherwise associated with any work on the Premises shall be disposed of legally at disposal areas away from the Premises.

10.4 Access. The Lessor reserves for itself, its officers, employees, agents, and contractors, free access to said Premises, including the buildings thereon, at all reasonable times for the purpose of inspecting, cleaning, or making repairs, additions, or alterations to the Premises or any other property owned by or under the control of the Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make said inspections, or to clean or make repairs, additions, or alterations.

10.5 Signs. Lessee shall not display, inscribe, paint, or affix to any part of the Premises any sign except those indicating the name of Lessee and the names and nature of the programs, services, and facilities provided by Lessee and United Indians on the Premises, without approval in writing by the Director prior to such placement.

10.6 Keys. Lessee shall provide the Director with one key for each exterior door lock of the Building immediately after the Building has been completed.

10.7 Equipment; Personal Property. All equipment and all appliances such as dishwashers, stoves, refrigerators, washers, and dryers located on the Premises shall be maintained and repaired by the Lessee at no cost to the Lessor.

10.8 Contracting for Alterations, Maintenance, Repairs, and Construction. Lessee shall ensure that all contracts and subcontracts for any alterations, maintenance, repairs, and construction activities (including contracts for related professional services), including without limitation the initial construction of the Building and related Improvements, shall be made, entered into, and performed in full compliance with all applicable laws, regulations, ordinances, fund source requirements, and the terms of this Lease (collectively, "requirements"), whether such contracts are let or made by the Lessee or by any other person. Lessee shall ensure under all such contracts and subcontracts that work shall be performed by licensed and qualified contractors, and that wages and benefits shall be paid in compliance

with all applicable requirements. Lessee shall defend, indemnify, and hold harmless the Lessor and its officers and employees from any claim, demand, liability, or cost (including attorney's fees) resulting from any failure by Lessee to ensure compliance as set forth in this Section.

10.9 Hazardous Waste or Materials.

(a) Restriction on Use; Response Plan; Definition. Lessee shall not dispose of or otherwise allow the release of any hazardous substances in, on or under the Premises, or any adjacent property, or in any Improvements placed on the Premises. Lessee represents, warrants, and agrees that Lessee's uses of the Premises (including uses by Tenants, invitees, or licensees) shall not involve the use, production, disposal, or bringing onto the premises of any hazardous substances, except for cleaning and maintenance supplies normally used in operating similar buildings that shall be used, stored, and disposed of in compliance with all applicable laws, regulations, and prudent practices. Lessee understands and agrees that flammable or hazardous substances, except those items necessary for constructing and normally and reasonably maintaining and operating the Building are not allowed on the Premises without the express written permission of the Lessor. Regardless, Lessee shall handle and dispose of all hazardous materials in accordance with all applicable laws. Prior to bringing any hazardous substance onto the Premises, Lessee shall prepare and submit to the Lessor a hazardous materials response plan, acceptable to the Lessor. Lessee shall comply fully with such plan at Lessee's sole expense. As used herein, the term "hazardous substances" includes asbestos, polychlorinated biphenyls, petroleum products, lead, explosives, paint, resins, solvents, and any substance, waste, or material defined or designated as hazardous, toxic, or dangerous (or any similar term) by any federal, state, or local statute, regulation, rule, or ordinance now or hereafter in effect, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and the Model Toxics Control Act, RCW 70.105D.

(b) Receipt of Information. Lessee acknowledges that it has received a copy of each of the documents listed in Exhibit E.

(c) Compliance. Lessee shall promptly comply at Lessee's expense with all statutes, regulations, and ordinances, and with all orders, decrees, or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal, or cleanup of hazardous substances in, on, or under any other part of the Premises or any adjacent property if resulting from a release caused by the act or omission of Lessee or any of its employees, agents, contractors, Tenants, licensees, or invitees.

(d) Rights of Lessor. After notice to Lessee and a reasonable opportunity for Lessee to effect such compliance, Lessor may, but is not obligated to, enter upon the Premises and take such actions and incur such costs and expenses to comply with any applicable laws, regulations, or guidelines regarding hazardous substances as the Lessor

deems advisable to protect its interest in the Premises, provided that Lessor shall not be obligated to give Lessee notice and an opportunity to effect such compliance if such delay may reasonably result in material harm to the City, the Tenants, providers, the public, or the United States and either (i) Lessee has already had actual knowledge of the situation and a reasonable opportunity to effect such compliance; or (ii) Lessor deems that an emergency exists. Whether or not Lessee has actual knowledge of the release of hazardous substances, Lessee shall reimburse Lessor on demand for the full amount of all costs and expenses incurred by Lessor in connection with compliance activities with respect to hazardous substances for which Lessee has responsibility under subsection 10.09 (c) of this Lease, and such obligation shall continue even after the Assignment or termination of this Lease.

(e) Lessee's Duty to Notify and Cooperate; Response to Release. Lessee agrees to cooperate in any environmental assessments conducted by the Lessor's staff or independent third parties. Lessee agrees to provide the Lessor with notice of every governmental inspection of the leased Premises, notice of violation, and order to clean up contamination, within 5 days after the receipt thereof by Lessee. Lessee agrees to permit the Lessor to participate in all settlement or abatement discussions. In addition, Lessee shall notify Lessor immediately of the presence or release of any hazardous substances as described in subsection (c) of this Section (other than hazardous substances permitted under subsection (a) that are stored, used, handled, and disposed or in compliance herewith) and shall take timely and appropriate steps to protect persons and property from, and remedy the effects of, any such hazardous substances, which steps shall include immediate action in the case of any material release of hazardous substances.

(f) Removal Upon Surrender. Upon surrender of the Premises to the Lessor, whether upon expiration or earlier termination of this Lease (in whole or in part), Lessee shall remove and properly dispose of any hazardous substances that were introduced into, or released on, in or under, the Premises at any time during the Term hereof, whether by Lessee, or any of its employees, agents, contractors, Tenants, licensees, or invitees, or any other person except for the Lessor or its employees, agents, or contractors.

(g) Indemnity. Lessee agrees to defend, indemnify, and hold harmless Lessor against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, clean-up costs, remedial actions, costs, and expenses (including, without limitation, consultants' fees, attorneys' fees, and disbursements) that may be imposed on, incurred, or paid by, or asserted against Lessor or its officers or employees or the Premises by reason of, or in connection with (i) any misrepresentation, breach of warranty, or other default by Lessee of any obligation in Article 10; (ii) the acts or omissions of Lessee or any of its employees, agents, contractors, Tenants, licensees, or invitees, resulting in the release of any hazardous substances (unless such release is directly caused by Lessor, its employees, agents, or contractors as such licensee or invitee); (iii) any actual or alleged injury, illness, death, or damage to any person resulting from the presence or release of any hazardous substance in, on, or under the Premises (unless such presence or release is directly caused by Lessor, its employees, agents, or contractors); or (iv) any off-site disposal, handling,

treatment, storage, or transportation of any hazardous substances, including petroleum products, removed from the Building or Premises by Lessee or its contractors or subcontractors. This indemnity provision shall survive termination or expiration of this Lease.

(h) No Waiver of Federal Obligations; Notices and Enforcement by Lessee. Nothing in this Section shall be construed to relieve the United States government or any department thereof from any liability or responsibility with respect to hazardous substances. If Lessee becomes aware of any hazardous substance condition, or any complaint, notice, or claim related to any hazardous substance(s), with respect to which the United States or a department thereof may have any obligation pursuant to the terms of the Army Deed or pursuant to applicable law, the Lessee shall give written notice of the pertinent facts, together with a copy of any written complaint, notice, or claim, to the Director and to the United States Department of the Army as soon as practicable and in any event not later than 90 days after learning of any such condition or 15 days after receiving any such complaint, notice, or claim, whichever is earlier. Lessee shall provide the United States Army, and any other agency responsible for investigating, remediating, or defending the matter, all additional documents and cooperation requested or required by the terms of the Army Deed or by law. To the full extent permitted by the terms of the Army Deed and applicable law, the Lessee shall have the right, after consultation with Lessor, to make demand on the United States to fulfill its obligations with respect to any hazardous substances discovered in, on, or under the Premises and to enforce such obligations in its own name, provided that (i) Lessee shall not waive or release any rights without the express written consent of the Director; (ii) Lessee shall send copies of all related correspondence to the Director immediately upon sending or receiving thereof by Lessee; and (iii) Lessee shall not request or authorize any excavation, demolition, or other response action without the written consent of the Director if such action could reasonably adversely affect any Improvements on the Premises or any utilities on, in, or under the Premises, or if such action could reasonably interfere materially with the use of any portion of the Premises for the purposes intended by this Lease.

(i) Mutual Obligations to Cooperate Regarding Federal Environmental Obligations. If any circumstances arise that would provide reasonable grounds for enforcing any obligations (including without limitation indemnities) of the United States regarding environmental matters in the Army Deed, or any obligations of the United States with respect to the Premises under applicable laws regarding environmental matters (either generally or with respect to base closures), and if Lessee or Lessor gives notice to the other of such circumstances and requests cooperation in pursuing such enforcement, then the other party shall cooperate in securing the benefits of such obligations. Nothing in this subsection (i) shall require either party (A) to expend funds except as authorized by its governing body, in its discretion; nor (B) to bring or join in any legal or administrative action if such party determines in good faith that such action would not be in the best interests of such party.

## 11. MAINTENANCE

### 11.1 Protection and Maintenance Obligations of Lessee.

(a) Lessee shall at all times keep the Building, other Improvements and the Premises in a neat, clean, safe and sanitary condition; shall not cause or permit waste, damage or injury; and shall use and maintain the Building and other Improvements in accordance with the laws of the State of Washington and Charter, ordinances and Codes of The City of Seattle, and in accordance with all valid rules and regulations of the Health Officer, Fire Marshal, Director of Planning and Development (“SDCI”) and other appropriate officers of The City of Seattle. Lessee shall maintain and repair or replace as necessary all Building components, systems, fixtures, and equipment, including without limitation appliances in individual units and equipment for the central kitchen. Lessee shall maintain and clear as necessary all drainage systems, shall keep walkways, steps, ramps, and parking areas free of snow, ice, and debris and otherwise in safe and clean condition. Lessee shall maintain in good, safe, and neat condition, and replace as necessary, all landscaping and screening on the Premises installed in connection with the development of the Building, shall maintain and trim as reasonably required all vegetation on the Premises.

(b) Lessee shall comply with this Section and Section 10.1 at the sole cost and expense of the Lessee, except as otherwise expressly provided herein. The Lessee shall not cause or permit any waste, damage, or injury to the Building.

(c) Unless otherwise agreed in writing by Lessor, Lessee, and not Lessor, shall be responsible for the prompt removal of any rubbish deposited on the Premises by Lessee or by Tenants, licensees, or invitees, including without limitation any abandoned automobiles or appliances, and for any grounds maintenance or restoration required as a result of the acts of Lessee or the Tenants, licensees, or invitees of Lessee.

11.2 Lessor's Right to Initiate Repairs and Maintenance. If the Lessee fails to perform maintenance or to make repairs required to be made pursuant to Section 11.1 of this Lease or shall fail to maintain the Premises as required by Section 10.1 of this Lease, the Lessor may give notice to the Lessee specifying the necessity of such maintenance or repairs. If the Lessee fails to commence such maintenance or repairs within a reasonable time not to exceed 30 days after the giving of such written notice, or shall fail to finish said maintenance or repairs within a reasonable time from and after said maintenance or repairs are commenced, which shall in no event exceed 180 calendar days from said date without the written consent of the Lessor, the Lessor, in addition to any other remedies provided for herein, may make or cause such maintenance to be performed or repairs to be made at the expense of the Lessee. The Lessee shall pay the Lessor for the cost of such maintenance or repairs within 10 days of receiving a billing from Lessor. The Lessor shall not be obligated or have any responsibility to maintain the Premises, or to maintain, repair, or replace the Improvements.

## 12. COMPLIANCE WITH LAWS AND FEDERAL REQUIREMENTS

12.1 General Requirement. The Lessee, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, ordinances, and Codes of The City of Seattle; the rules, regulations, orders, and directives of their administrative agencies and officers thereof; and all requirements associated with any fund source for the improvement of, or operations on, the Premises. Lessee shall take all reasonable measures to cause its Tenants, and each of their invitees and licensees, to comply with all requirements of all of the foregoing.

12.2 Licenses and Similar Authorizations. The Lessee, at no expense to the Lessor, shall secure and maintain in full force and effect during the term of this Lease, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

### 12.3 Nondiscrimination and Affirmative Action.

(a) Fair Housing and Other Nondiscrimination Laws. Lessee agrees to and shall comply with, and shall require any person managing or operating any part of the Premises or any Improvements thereon, to comply with, all Federal, State and local laws and ordinances, including without limitation Fair Housing Laws, prohibiting discrimination with regard to race, color, national origin, age, "families with children status," ancestry, creed, religion, political ideology, sex, sexual orientation, gender identity, marital status, the presence of any sensory, mental, or physical handicap or the use of a guide or service animal by a person with a disability. Without limiting the generality of the foregoing, Lessee shall ensure that the Building is operated and all units therein are rented and advertised on terms and conditions that satisfy the requirements for "housing for older persons" under the Federal Fair Housing Act and HUD regulations thereunder, and Lessee shall maintain complete and accurate records to demonstrate that such requirements are satisfied.

(b) Equal Employment Opportunity and Nondiscrimination. The Lessee shall comply with, and shall require all contractors and subcontractors to comply with, all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

12.4 Lead-based Paint. Lessee shall comply with all requirements of applicable laws and regulations with regard to lead-based paint.

12.5 U.S. Government and Funding Agency Restrictions. Lessee agrees to comply, and to take all reasonable measures to cause each Tenant, and all invitees or licensees of Lessee or any Tenant, to comply with the terms and conditions of all covenants and restrictions imposed by the United States related to the transfer of the Fort Lawton Property to the Lessor, and of all agreements now or hereafter entered into by the Lessee for the funding



of the Improvements; the construction, maintenance, repair, or rehabilitation thereof; or the operations thereof. Without limiting the foregoing, Lessee agrees that as between Lessee and Lessor, each and every covenant of "Grantee" in Army Deed from the United States to the Lessor for the Premises, as such covenant relates to the Premises, for so long as this Lease remains in effect, shall be the obligation of Lessee, and that Lessee shall defend and indemnify Lessor from any liability, loss, damage, or expense (including attorneys' and experts fees) arising from Lessee's breach of any such obligation. Lessee acknowledges that prior to executing this Lease the Lessee has reviewed the Army Deed.

### **13. LIENS**

13.1 If, because of any act or omission of Lessee, any valid and non-frivolous mechanic's or other lien or order for payment of money shall be filed against the Premises or the Improvements, Lessee shall at its sole expense cause the same to be discharged or bonded within 30 days after the date of such filing.

### **14. LIABILITY AND INSURANCE.**

14.1 Indemnity. To the full extent permitted by applicable law, the Lessee hereby releases the Lessor from, and shall indemnify and hold the Lessor harmless from, any and all losses, claims, actions, damages, and expenses arising or that may arise in the future out of or resulting from any occurrence, including without limitation any death or injury of or to any person, in or on the Building or the Premises, from any cause or causes whatsoever including without limitation latent defects existing at commencement of this Lease, except that this release and indemnity does not apply to the extent that claims, actions, loss, damage, or expense directly results from (a) the wrongful or negligent actions (not omissions) of the Lessor, its contractors, agents, and employees; or (b) the presence of any defect on the Premises for which Lessor is not relieved of liability by the terms of Section 10.2(d). Neither the approval by the Lessor of any action, omission or policy proposed by Lessee, nor the failure by the Lessor to enforce any obligation of Lessee, shall give rise to an exception from the foregoing release and indemnity. If any suit based upon such losses, claims, actions, damages, or expenses is brought against the Lessor, the Lessee, upon notice of the commencement thereof, shall defend the same by counsel satisfactory to the Lessor at Lessee's sole cost and expense (provided that the Lessor shall have the right to appear in and defend any such action by its own counsel); and if final judgment be adverse to the Lessor, or the Lessor and the Lessee jointly, or if the Lessor shall enter into a reasonable settlement of any such claim or action after notice to and consultation with Lessee, the Lessee shall promptly satisfy the same. Except as expressly set forth in this Section, the obligation of Lessee to indemnify the Lessor described in this Section shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost, or expense may have been contributed to, or may be alleged to have been contributed to, in part, by an act or omission of Lessor, its officers, employees, or agents, provided that to the extent that RCW 4.24.115 (or successor provision) applies, (1) this indemnity shall not apply in case of any liability for damages arising out of bodily injury to persons or damage to property caused or resulting

from the sole negligence of the Lessor, its agents, or employees; and (2) in case of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Lessor or its agents or employees, and (b) Lessee or its agents or employees, this indemnity shall apply only to the extent of Lessee's negligence.

14.2 Worker's Compensation. **Solely with respect to claims for indemnification under this Lease, Lessee waives its immunity under Industrial Insurance laws. This section has been negotiated by the parties as indicated by their initials below, and Lessee acknowledges that the Lessor would not enter into this Lease absent this Section.** Lessor may require as a condition to approval of any Assignment that the provisions of this Section be expressly incorporated in the Assignment for the benefit of the Lessor, but this Section shall be fully binding on any Assignee whether or not such provisions are set forth in the Assignment.

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

14.3 Insurance.

(a) Building Renovation and New Construction. The Lessee shall, at all times during the term of this Lease when any renovation or construction activity is in process on the Premises, obtain and maintain continuously, at its own expense, insurance as specified in this subsection (a), and shall file with the Director and the Lessor's Risk Manager, evidence of a policy or policies of insurance as enumerated below, covering such activity and each Building and Improvement affected by such activity:

(1) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) or equivalent, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU), (as applicable)\*
- Liquor Liability/Host Liquor Liability (as applicable)\*
- Fire Damage Legal
- Per Location Aggregate CG2504

\*These coverages are required only when the work on the Premises may include exposures to which these specified coverages respond.

Such policy(ies) must provide the following minimum limits:

Bodily Injury and Property Damage -	
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap or Employers Contingent Liability	
\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

Lessee shall be responsible for any deductibles and any amounts of losses not covered due to coinsurance provisions. There shall be no deductible or self-insured retention except as expressly approved in writing by the Lessor's Risk Manager after consultation with Lessee. The cost of any claim payments falling within the deductible shall be the responsibility of the Lessee.

(2) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -	
\$ 1,000,000	per accident

(3) A policy of **Pollution Liability** providing coverage for claims (A) involving remediation, disposal or other handling of pollutants arising out of operations of Lessee or its contractors and subcontractors, including coverages generally known as "contractor's operations for others", and "contractor's site (owned)"; (B) arising from the transportation of hazardous materials; or (C) involving remediation, abatement, repair, maintenance, or other work with lead-based paint or materials and/or with asbestos or materials containing asbestos. Such Pollution Liability policy(ies) shall provide the following minimum limit:

Bodily Injury and Property Damage:	
\$1,000,000	per occurrence

If any such policy is written on a claims made form, the policy shall state that coverage is claims made, and state the retroactive date, which shall be prior to or coincident with the date of this Lease. Claims made form coverage shall be maintained by the Lessee for a minimum of three years following the termination of the contract for the renovation or construction work, and the Lessee shall annually provide the Lessor with proof of renewal on or before each anniversary of the Effective Date of this Lease. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Lessee shall purchase an extended reporting period ("tail") or provide another form of security acceptable to the Lessor to assure financial responsibility for liability that would be covered by such policy.

Such insurance, as provided under subsections (1), (2), and (3) above, shall be endorsed to include as additional insureds Lessee, its officers, directors, employees, agents, volunteers, and the City of Seattle, its officers, elected, and appointed officials, employees, agents, and volunteers, and shall not be reduced or canceled without 45 days prior written notice to Lessee and to the Lessor's Risk Manager. In addition, the Lessee's insurance shall be primary as respects the Lessor, and any other insurance maintained by the Lessor shall be excess and not contributing insurance with the Lessee's insurance.

(4) A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, Lessee shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

(5) A policy of **Builder's Risk Insurance - Physical Damage Insurance**. Unless otherwise directed in writing by Lessor, the Lessee shall purchase and maintain property insurance, with Lessor as an additional insured, to include the perils of "All Risk", including Earthquake and Flood coverage to the extent required by the City's Risk Manager, for the full replacement value of the Improvements. Lessee shall be responsible for any deductibles and any amounts of losses not covered due to coinsurance provisions.

Lessor reserves the right to purchase Builder's Risk insurance to include the perils of "All Risk" including (in Lessor's discretion) Earthquake & Flood coverages. If Lessor gives notice to Lessee that Lessor shall maintain Builder's Risk insurance, then Lessee shall be responsible for the Lessor's policy deductible (currently \$10,000) and Lessee shall pay on demand to Lessor the amount of each premium billed to Lessor for such insurance. Lessee will be added as an additional insured to the policy.

Lessor and Lessee waive all subrogation rights against each other, their contractors, subcontractors, architects, architects' sub-consultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent that the loss that would be the basis for a subrogation claim is covered by property insurance obtained pursuant

to this subsection or other property insurance, except that Lessor and Lessee do not waive such rights as they have to proceeds of such insurance held by any person as fiduciary. This waiver shall not apply to the portion of any loss within the deductible of the applicable insurance policy. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(6) **Insurance to Protect Lessee's/Contractor's Equipment.**

Lessee shall purchase and maintain physical damage insurance upon Lessee's and contractors' equipment for the actual cash value of such equipment as of the time of any loss. This insurance shall insure against loss from the perils of Fire, and other risks of direct physical loss or damage, also known as "All Risk" perils protection.

Lessee shall be responsible for any deductibles and any amounts of losses not covered due to coinsurance provisions.

(b) General Insurance Requirements. Lessee shall, at all times during the Term of this Lease, obtain and maintain continuously, at its own expense, insurance as required by this subsection (b), and shall file with the Director and the Lessor's Risk Manager, evidence of a policy or policies of insurance as enumerated below:

(1) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) or equivalent, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury, to include
  - Sexual Molestation\*
  - Discrimination\*
  - Sexual Harassment\*
- Contractual Liability
- Independent Contractors Liability
- Stop Gap or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU) (as applicable)\*\*
- Liquor Liability/Host Liquor Liability (as applicable)\*\*
- Fire Damage Legal
- Per Location Aggregate CG2504

\* Any reductions of limits for these coverages are subject to the Lessor's Risk Manager's and Lessee's agreement based on commercial availability and costs.

\*\*These coverages are required only when the operations on the Premises may include exposures to which these specified coverages respond.

Such policy(ies) must provide the following minimum limits:

Bodily Injury and Property Damage -  
\$ 1,000,000 General Aggregate  
\$ 1,000,000 Products & Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence  
\$ 100,000 Fire Damage

Stop Gap Employers Liability  
\$ 1,000,000 Each Accident  
\$ 1,000,000 Disease - Policy Limit  
\$ 1,000,000 Disease - Each Employee

There shall be no deductible or self-insured retention except as expressly approved in writing by the Lessor's Risk Manager after consultation with Lessee. The cost of any claim payments falling within the deductible shall be the responsibility of the Lessee.

(2) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent. Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -  
\$ 1,000,000 per accident

(3) A policy of **Excess Insurance** above the primary general and automobile liability policies that will provide a total limit of insurance of \$5,000,000. The excess policy must be at a minimum as broad as the primary policies.

Such insurance, as provided under items (1), (2), and (3) above, shall be endorsed to include The City of Seattle, its officers, elected and appointed officials, employees, agents, and volunteers as additional insureds, and shall not be reduced or canceled without 45 days prior written notice to the Lessor's Risk Manager. In addition, Lessee's insurance shall be primary as respects the Lessor, and any other insurance maintained by the Lessor shall be excess and not contributing insurance with the Lessee's insurance.

(4) A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, the Lessee shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify by a letter signed by a

corporate officer setting forth the limits of any policy of excess insurance covering its employees.

(5) A policy of **Property Insurance**. The Lessee shall keep the Improvements and Personal Property on the Premises insured throughout the term of the Lease, for their full replacement value, with Lessor named as an additional insured, against the following hazards:

(A) Loss or damage by fire and such other risks as the Lessor shall require (including earthquake and flood damage to the extent required by the City's Risk Manager) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis;

(B) Loss or damage from leakage or sprinkler systems now or hereafter installed in any structure on the Premises;

(C) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in any structure on the Premises.

(D) Business Interruption with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Lessee's business because of fire or other cause.

Lessor and Lessee waive all subrogation rights against each other, their contractors, subcontractors, architect, architect's sub-consultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent that the loss that would be the basis for a subrogation claim is covered by property insurance obtained pursuant to this subsection or other property insurance applicable to the Premises, except that Lessor and Lessee do not waive such rights as they have to proceeds of such insurance held by any person as fiduciary. This waiver shall not apply to the portion of any loss within the deductible of the applicable insurance policy. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(c) Contractors and Subcontractors. Lessee shall include all contractors and subcontractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for its contractor or subcontractor. All coverages for its contractors and subcontractors shall be subject to all applicable requirements stated herein. Lessee may satisfy its obligations under this Section with respect to Pollution Liability (a)(3), Builder's Risk Insurance (a)(5), Lessee's/Contractor's Equipment (a)(6) and Property Insurance (b)(5) by causing insurance to be maintained by the contractors of Lessee, provided that such

insurance satisfies all of the requirements of this Section and that evidence of insurance as set forth below is timely provided to Lessor and is satisfactory to the Lessor's Risk Manager.

(d) Evidence of Insurance. The following documents must be provided to Lessor as evidence of insurance coverage at the following times if such documents are then available to, or in the possession of, Lessee: (i) prior to the Effective Date of this Lease, as to coverage required under subsection (b); (ii) prior to commencing work, as to coverage required under subsection (b) of this Section; and (iii) with respect to any renewal or substitute policy, promptly upon issuance thereof, but in any event no later than 10 days before the expiration or termination of any previous policy:

(1) A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements. (Lessor reserves the right to request certified copies of all insurance policies.)

(2) A copy of the endorsement naming The City of Seattle (and, with respect to liability policies, Lessor's officers, elected, and appointed officials, agents, employees, and volunteers) as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on a form CG2026 (ISO), or such other form as the City's Risk Manager may require or deem acceptable.

(3) A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including full copies of any company-specific or manuscript endorsements.

(4) A copy of an endorsement stating that the coverages provided by the policy to Lessor or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least 45 days prior written notice to the Lessor.

(5) A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability, Business Automobile Liability Insurance, and Excess Insurance).

If any of the above documents is not available when required as stated above, the Lessor's Risk Manager may accept, in his or her discretion, a binder showing the stated requirements. In such case Lessee shall cause all the above documents to be delivered to the City as soon as available, and in any event within such period as the Lessor's Risk Manager shall specify.



In addition, within 5 days of any request by Lessor, the Lessee shall provide full copies of all insurance policies for the Premises, together with all amendments and endorsements and proof of premiums paid.

(e) Approval of Risk Manager; Adjustments. All policies shall be subject to approval by the Lessor's Risk Manager as to company (must be (i) issued by a company rated A- or better and with a size rating of VII or higher in the A.M. Best's Key Rating Guide; and (ii) licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and shall be primary to all other insurance. If Lessor shall determine that the required coverages and/or limits are not reasonably adequate for any reason, including without limitation inflation or changes in the nature or scope of activities on the Premises, then Lessee shall procure such coverage and/or increase in policy limits as the Lessor shall require, within 60 days of written notice from Lessor.

(f) Definitions. Capitalized terms used in this Section and not otherwise defined in this Lease shall have the meanings commonly ascribed to such terms in the insurance industry.

14.4 Contractors' Bonds. Unless otherwise expressly permitted in writing by the Lessor or not required by law, the Lessee shall require each contractor used by the Lessee for any demolition, rehabilitation, repair, or construction work on the Building or other Improvements, or in connection with any improvement, alteration, or addition to be made to any Improvements or to the Premises, to secure and maintain, at no cost to the Lessor, a performance and payment bond with dual obligee rider payable to the Lessee and the Lessor in the full and just sum of the total amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and for the payment of all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work. Each such bond shall be provided to Lessor within 10 days of the award of the contract and in any event prior to commencement of any work. Each such bond shall be issued by a properly licensed surety company acceptable to the Lessor and shall be in form and content acceptable to Lessor.

14.5 Assumption of Risk. Subject to and except for Lessor's obligations under this Lease, the placement and storage of personal property on said Premises shall be the responsibility, and at the sole risk, of the Lessee.

14.6 Adjustments of Claims; Proceeds of Hazard, Builder's Risk, and Property Insurance. The Lessee shall promptly submit to its insurer and diligently pursue all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this Lease. Any amounts paid under any policy of insurance for the loss to, damage to, or destruction of all or part of the Premises or Improvements (during and after construction) shall be deposited in a trust account requiring the signature of the Lessor and Lessee for

disbursement. Except as otherwise provided in Article 15, all funds in such account, including interest earned thereon, shall be used solely for the restoration, repair, or replacement of the damaged or destroyed Improvements, according to Construction Plans to be prepared by the Lessee subject to the reasonable approval of the Lessor, and according to a construction contract acceptable to Lessor, whose acceptance shall not unreasonably be withheld.

14.7 Compliance by Lessee. Lessee shall not violate or permit to be violated any of the conditions or provisions of any insurance policies affecting the Premises or the Improvements.

14.8 Contractor's Indemnification. Lessee shall ensure that every contract executed by it pertaining to any construction, renovation or other work on the Premises shall contain the following indemnification provision:

The contractor agrees to protect, defend, indemnify, and hold harmless the City and City's officials, employees, and agents from and against all claims, demands, and causes of action (including all costs and fees for defense thereof), judgments and/or awards of damage arising from or in connection with the performance of this agreement by the contractor or from the activities of any subcontractor or other person or entity employed by or having a contract with the contractor:

(a) *Arising out of bodily injury or death to persons or damage to property, except this obligation shall not apply when such injury or damage is solely and entirely the fault of the City, or when such injury or damage results from the concurrent negligence of the City and the contractor, in which case the contractor shall protect, defend, indemnify, and hold the City harmless to the extent of the contractor's negligence.*

(b) *Arising out of other than bodily injury or death to persons or damage to property, except this obligation shall not apply when such injury or damage is solely and entirely the fault of the City.*

(c) *Arising from the use of any design, process, or equipment which constitutes, or is alleged to constitute, an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, or trade secret.*

*Contractor shall also hold the City harmless from any expense incurred to enforce the City's rights under this Section.*

*If any action is brought against the City by any employee of contractor, its subcontractors, sub-subcontractors, agents, or anyone directly or indirectly*

*employed by any of them the indemnification obligation of the contractor set forth in this Section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for contractor or any subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, as to actions arising out of the performance of this agreement, contractor waives its immunity under RCW Title 51.*

*This indemnification agreement has been negotiated by the parties and shall survive the termination of this agreement.*

14.9 Survival. Any liability of the Lessee hereunder for acts or omissions occurring during the Term of this Lease, or arising under any indemnity provision of this Lease, shall survive termination and surrender (whether or not any claim giving rise to such liability shall have accrued).

## 15. CASUALTY

15.1 Notice of Casualty; Reconstruction. If any Improvements, standing or erected, are destroyed or damaged in whole or in part as a result of fire, earthquake or any other casualty, Lessee shall give immediate written notice to Lessor. Except as otherwise expressly provided in Article 8 or this Article 15, or expressly agreed in writing by Lessor, if sufficient insurance proceeds are available, together with any capital reserves for the Premises that are not restricted under agreements with third parties approved by Lessor, or the use of which is permitted by such third parties, the Lessee shall proceed with reasonable diligence to prepare plans and specifications for, obtain any necessary permits for, and thereafter to carry out, all work necessary to repair or replace the Improvements or any portions thereof that were damaged or destroyed, in substantial conformity with the character of the Improvements existing immediately prior to the casualty. If insurance proceeds, together with capital reserves of Lessee and any other funds reasonably available are not sufficient for complete repair or restoration, then subject to the right of Lessee to terminate this Lease as provided in Section 15.5(b), (c), and (d), the Lessor may, at its option, require Lessee to pursue such partial repair or restoration as can be completed with the available funds.

15.2 Notice Prior to Commencement of Work. Lessee shall give Lessor at least 30 days' notice prior to the commencement of work described in Section 15.1.

15.3 Time for Commencement and Completion of Work. Subject to Article 8 and this Article 15, Lessee shall commence the work described in Section 15.1 within 120 days after the date of any loss, damage or destruction or as soon as funds are available. Lessee shall diligently pursue the work to completion and shall complete the work within a reasonable time, which shall be no later than 12 months after the date of the casualty unless delayed by events, conditions, or financing beyond the control of Lessee. Notwithstanding any such events, conditions, or any insufficiency of funds, and notwithstanding any other

provision of this Lease, the Lessor shall have the right to terminate this Lease by 90 days' written notice to Lessee if work described in Section 15.1 is not commenced within 24 months after the date of casualty, or is not completed within 36 months after that date. Upon such notice of termination, any insurance proceeds shall be disbursed according to Section 15.8.

15.4 Disbursements. For the cost of the repairs, replacement, or rebuilding, Lessor shall authorize disbursement of funds from the account established pursuant to Section 14.6, as Lessee shall make such repair, replacement, or rebuilding, and during the progress of the work, upon Lessee's written requisitions accompanied by certificates of an architect or engineer reasonably satisfactory to Lessor certifying that the work is in accordance with Construction Plans approved by Lessor and the percentage completion thereof, upon delivery of such other evidence as Lessor may reasonably require that such work is in place and paid for, and subject to holdback of 5% of the amount of each requisition until completion of the work. Lessor's authorization shall not be unreasonably withheld.

15.5 Termination for Certain Casualties.

(a) If the parties agree in writing that the Premises cannot be repaired or replaced, wholly or in part, within 24 months from the date of the occurrence of the fire or other casualty, and the Lessor does not elect to require partial restoration under Section 15.1, then prior to commencing any repair or replacement, either party may terminate this Lease by giving 90 days' written notice to the Lessor. Upon such notice of termination, any insurance proceeds shall be disbursed according to Section 15.8.

(b) If that the Improvements now or hereafter erected on the Premises shall be damaged or destroyed to the extent in excess of 50% percent of their then-insurable value and the damage or destruction shall occur after the 30th year in the Term or the casualty is not covered by insurance, then either party may at its option cancel and terminate the Lease by giving the other party 90 days' notice within 60 days after the date of any loss, damage or destruction. If such option is exercised by either party, the Lease shall wholly cease and expire on the date specified in the notice, in which event Lessee shall not be obligated to rebuild. Upon such notice of termination, any insurance proceeds shall be disbursed according to Section 15.8.

(c) If all or a portion of the Improvements are destroyed or damaged by casualty so that more than 50% of the Improvements are rendered unfit for occupancy, and any insurance proceeds, together with available capital reserves and any other funds made available by Lessor or any other government agency, are insufficient to restore or replace such Improvements, then except to the extent that the Lessor and Lessee agree in writing to apply available insurance proceeds to partial repair or restoration, and if the Improvements remaining shall be insufficient for the reasonable operation a residential facility for the homeless, either party may terminate the Lease with 90 days' notice. Upon such notice of termination, any insurance proceeds shall be disbursed according to Section 15.8.

(d) If all or a portion of the Improvements are destroyed or damaged by casualty, and no other subsection of this Section applies, and Lessor desires that insurance proceeds be applied to repair or restoration but Lessee determines that proceeding with repair or restoration would not be feasible or would be economically detrimental to Lessee, then Lessee may terminate the Lease with 90 days' notice, and shall have no obligation for repair or restoration. In such event, all insurance proceeds shall be applied first to pay or provide for payment of financial obligations secured by mortgages or deeds of trust approved by Lessor hereunder, including, without limitation, any such mortgages or deeds of trust held by Lessor, but not including any such obligations under which recourse is limited to the Premises if the holders thereof agree to the application of insurance proceeds to repair or restoration, and the remainder shall be applied to repair or restoration or shall be paid to Lessor, in Lessor's discretion. If there is termination under this subsection (d), the Lessee shall cooperate, without cost or liability of Lessee, in any assumption of any mortgages or deeds of trust and related obligations, and any subsidy contracts for the Premises, by any substitute lessee selected by Lessor.

15.6 Abatement of Rent. After any casualty, Rent shall be abated in the proportion that the untenable portion of the Premises bears to the whole Premises, in the Lessor's reasonable determination, for the period from the date of the fire or other casualty until either the completion of the repairs and restoration or the termination of this Lease as provided herein.

15.7 Lessor not Liable. Except to the extent resulting from Lessor's gross negligence, intentional misconduct or breach of this Lease, Lessor shall not be liable to Lessee for damages, compensation, or other sums for inconvenience, loss of business, or disruption arising from any repairs to or restoration of any portion of the Premises or to the termination of this Lease as provided herein.

15.8 Application of Insurance Proceeds not Applied to Repair or Restoration. If under the terms of this Article insurance proceeds are not required to be applied to restoration or repair; or if this Lease shall be terminated before all such proceeds are so applied; or if excess insurance proceeds remain after completing repair or restoration, then such proceeds shall be applied first, to pay or provide for payment of financial obligations secured by mortgages or deeds of trust approved by Lessor hereunder (including, without limitation, any such mortgages or deeds of trust held by Lessor); second, to pay for such work as may be required to remove damaged or destroyed improvements and put the Premises in a condition substantially as at the commencement of the Lease Term, or such lesser scope of work as in the reasonable judgment of the Lessor is necessary to make the remaining Improvements and Premises safe and in compliance with applicable laws and ordinances; and third, and the balance, if any, shall be distributed as follows: if the casualty loss occurs during the first 10 years of the Lease, then 100% to Lessee, and otherwise the Lessor shall receive 1% of such balance for each full year after the tenth year of the Term that has passed prior to the date of the casualty loss; and the Lessee shall receive the remaining amount.

## 16. INSPECTION

16.1 Premises. Lessee shall permit Lessor, its agents, and employees, to enter the Premises and Improvements at reasonable hours for the purpose of inspecting them or (at Lessor's sole option) making repairs that Lessee may neglect or refuse to make in accordance with the terms, covenants, and conditions of the Lease. Except if there is an emergency affecting health or safety, Lessor shall not enter any occupied dwelling units without giving such advance notice to Lessee as is specified by applicable law for a landlord's notice of entry for inspection or repair. Upon receiving any such notice from Lessor, the Lessee shall promptly give proper notice under applicable law to Tenants whose units are to be subject to entry. Lessee's permission shall not constitute any indemnity nor create any liability concerning claims or causes of action by Tenants related to such entering or inspection, except that Lessee shall indemnify Lessor for any liability, loss, damage, or expense to Lessor resulting from any failure by Lessee to include, in any sublease or other agreement with a Tenant, the rights of Lessor contemplated by this Section. Except as stated in the previous sentence, Lessor shall hold harmless, defend, and indemnify Lessee from any liability for injury or death to persons or damage to property, in each case to the extent directly resulting from the wrongful or negligent actions (not omissions) of the Lessor, its agents, and employees in the course of such entering or inspection.

16.2 Records. Subject to and without impairment or waiver of any rights of Tenants or Lessee under applicable law, Lessee shall also permit Lessor, its agents and employees, to inspect and copy all records of the Premises and Improvements as may be compiled or maintained by Lessee for purposes of Lessee's operations under this Lease. Lessor shall have the right to inspect and copy such records maintained on or outside the Premises upon reasonable advance notice to Lessee.

## 17. DEFAULT

17.1 Default; Cure Periods, Termination. Upon the occurrence of any of the Events of Default hereinafter described, Lessor, at Lessor's option, may terminate this Lease or any extension of it, as well as all right, title and interest of Lessee thereunder by giving Lessee at least 90 days' notice in writing of said termination, and may pursue and enforce all legal rights and remedies set forth in this Lease or otherwise available at law or in equity. Upon the expiration of the date and time fixed in the notice of termination, all right, title, and interest of Lessee under this Lease, shall wholly cease and expire. Lessee shall then immediately surrender to Lessor the Premises and all Improvements and Personal Property, as more fully set forth in Article 20. Each of the following is an Event of Default:

A. Failure to pay when due any amount of Rent owing on the Lease, that is not cured within 30 days after notice to Lessee;

B. Any failure to pay when due any other charge required by this Lease other than amounts referred to in subsection A above that is not cured within 30 days after notice to Lessee;

C. Any failure to submit the annual report required by Article 34 of this Lease that is not cured within 30 days after notice to Lessee;

D. Any breach of Article 18 or Article 21 of this Lease (relating to assignments and transfers of the Premises without consent and certain other matters);

E. Except as provided under Article 8, any breach or nonperformance of any provision of any of the Lease not included within any of subsections A-D above that is not cured within 30 days after notice to Lessee of such breach or nonperformance, or such longer cure period as may be permitted under the specific terms of the Lease, provided that if any such breach or nonperformance cannot reasonably be cured within 30 days but can be cured within a reasonable time, there shall be no Event of Default under this subsection E for a period of up to 6 months so long as Lessee shall diligently pursue a cure;

F. The filing of a voluntary petition for bankruptcy or reorganization by any manager or managing member of any Lessee that is a limited liability company, or any general partner of a Lessee that is a partnership; the filing against any such manager, managing member, or general partner of Lessee of any complaint for receivership or involuntary petition for bankruptcy or for reorganization (unless such complaint or petition be dismissed within 45 days of such filing); or if Lessee or any such managing member, manager, or general partner of Lessee shall become insolvent, or make a general assignment for the benefit of creditors, or consent to the appointment of a receiver of all or any of its assets, or voluntarily suspend its usual business, or if the Lessee or any such managing member, manager, or general partner or Lessee shall be dissolved or file a petition for dissolution, or if at any time there shall be a managing member or manager of the Lessee other than Archdiocesan Housing Authority, a Washington nonprofit corporation, without the express written consent in advance from the Director;

G. Any material misrepresentation by Lessee or managing member of Lessee in the Lease or in any information submitted by Lessee to Lessor or to any government agency in connection with the Lease or the Premises, or any material breach of any warranty made by this Lease; or

H. Any default under, breach of, failure to comply with, or failure to satisfy any condition of any capital funding related to the Premises by Lessee unless such default, breach, or failure is waived in writing by all interested parties or is cured within an applicable cure period permitted by those declaring the default in question.

17.2 Remedies Cumulative. The remedies under this Article 17 are in addition to, and not in limitation of, any other remedies provided in this Lease.

**18. ASSIGNMENT OR SUBLEASE**

18.1 Consent Required; Permitted Subleases to Tenants. Lessee shall not assign, mortgage, or encumber or sublease its rights under this Lease or any rights to any portion of the Premises, nor consent to the assignment of any sublease or further subletting, in each case without the prior written consent of the Director, except that subleases or rental agreements for occupancy of individual units by residents eligible under the terms of this Lease, with terms no longer than one year including renewal options, shall not require consent of Lessor if made on a form submitted to Lessor at least 30 days prior the sublease, to which the Lessor shall not have objected in writing. Lessee shall be solely responsible for ensuring that the terms of any sublease or rental agreement comply with all applicable laws and ordinances, and for compliance with all applicable landlord-tenant laws and regulations. Lessee acknowledges that no subleases, except to Tenants for occupancy of units, are intended during the Term of this Lease, and Lessor shall have no obligation to consider any other proposed sublease.

18.2 Assignment. If the Lessee proposes a complete Assignment of the Lease for purposes of financing the development of the Building, the Director shall use his or her best efforts to review the proposal and notify Lessee of approval or disapproval within 30 days. The Lessor's consent shall not be unreasonably withheld if the Assignment of all of Lessee's rights under the Lease is consistent with all of the following terms and conditions:

(a) The Assignment is to a limited partnership or limited liability company of which the Lessee is the sole general partner, or is the sole managing member and manager, and that is formed for the purposes of financing the development of Improvements consistent with the terms of this Lease.

(b) The proposed partnership agreement, operating agreement, or similar control agreement and investment terms are approved by Lessor, whose approval shall not be unreasonably withheld.

(c) The Assignee will expressly assume in writing for the benefit of Lessor all the obligations of Lessee hereunder.

(d) The Lessee shall not be in breach or default of its obligations hereunder at the time of Assignment.

(e) The Assignment shall include, or there shall be simultaneously transferred to the Assignee, title to the Improvements and all contracts, warranties, permits, applications, reserves, and personal property related to the development and operation of the Premises, unless otherwise approved in writing by the Director.

(f) The Assignment shall not cause any breach or default under any other agreements or financing arrangements for the Premises.



(g) The Assignment shall not release the assigning Lessee from any obligations under the Lease, whether accruing before or after the Assignment.

18.3 Assignment to Third Party Consistent with Purposes of Lease. Lessor shall not unreasonably withhold consent to an assignment by Lessee of all of its rights and obligations under this Lease to a third party that meets the following criteria:

(1) It is a non-profit entity with charitable purposes, which must include providing or managing housing for low-income and homeless persons and families and providing related services; and

(2) It demonstrates, to the reasonable satisfaction of the City, that it has experience in managing housing for low-income and homeless persons and families and providing related services, and has the capacity to perform under the Lease in a manner equivalent to that of Lessee; and

(3) If the conditions in subsection 18.2 (c) through (g) are also satisfied.

## **19. POSSESSION**

19.1 Upon the Effective Date of the Lease, the Lessee shall have possession of the Premises subject to the rights reserved by the Lessor herein, and to the rights reserved by the United States in the Army Deed.

## **20. SURRENDER**

20.1 Obligations of Lessee. On the expiration date of the Term, or on the earlier termination as provided in this Lease, Lessee shall surrender the Premises in reasonably clean condition together with all Improvements and all alterations, changes, and additions thereto that may have been made upon the Premises (except moveable furniture and equipment or moveable trade fixtures paid for solely by Lessee), in good repair, good order, and safe condition and shall, if so requested by the Lessor, convey to the Lessor by special warranty deed all Improvements, subject only to such encumbrances as shall have been specifically approved in writing by the Lessor as surviving expiration or termination of the Lease. On such date the Lessee shall deliver to the Lessor (a) all keys to any structures, fixtures, or Personal Property on the Premises; (b) all plans, blueprints, surveys, diagrams, leases, contracts, and documents relating to the Premises or the Improvements; and (c) all security deposits, prepaid rent, and any other deposits from any Tenants still in possession (but nothing herein shall be construed as the Lessor's consent to any such continued possession), and the balances in any reserve accounts maintained for the Premises or Improvements pursuant to any grant agreement, loan documents, or other financing or subsidy arrangements for the Premises or any Improvements; and (d) all Personal Property. Lessee, on or before said termination date, shall remove from the Premises all of Lessee's personal property other

than Personal Property as defined in Article 1 hereof. All property not removed by Lessee shall be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without obligation to account for it. Lessor may require Lessee to remove, within 10 days after notice to Lessee, at Lessee's sole expense, any fixtures or structures in or on the Buildings or other Improvements or otherwise on or under the Premises that were constructed, affixed, or substantially modified without the approval of the Lessor or in violation of applicable laws, regulations, or Codes, **or that were permitted by Lessor on condition that they be removed upon expiration or termination of the Lease. Lessee shall repair any damage to the Premises caused by removing any fixtures or other property.**

20.2 Transfer of Contracts. Except as otherwise set forth in this Section 20.2, upon any termination of the Lease, Lessee shall assign and transfer to Lessor or Lessor's designee, immediately upon Lessor's demand, any and all contracts that are assignable and relate to the Premises that Lessor may specify, including without limitation any contracts for operating subsidies, rent supplements, or other support of the Premises or the operation thereof. Lessee shall take all actions necessary or appropriate to expedite and complete the transfer of such contracts, immediately upon the demand of Lessor. If Lessee would suffer actual financial loss or liability as the result of assignment of a contract, and Lessee notifies Lessor in writing of the amount and nature of the loss or liability, with supporting documentation, within 30 days after Lessor's demand for assignment, then unless Lessor shall compensate or indemnify Lessee for such loss or liability, Lessee shall not be obligated to assign such contract.

20.3 Re-entry by Lessor. If the Premises shall be vacated or abandoned by Lessee, or if there is a termination of the Lease under any provision hereof, Lessor may re-enter the Premises in such manner as Lessor may deem necessary in its sole discretion, and Lessor may repossess the Premises by force, summary proceedings, or by any other procedure provided by law or equity.

20.4 Survival of Liabilities. Any liability of Lessee or Lessor hereunder for negligent or intentional acts or omissions occurring during the Term of this Lease, or arising under the indemnity provisions of this Lease, shall survive termination and surrender (whether or not any claim giving rise to such liability shall have accrued).

## **21. SOLE MANAGER OR GENERAL PARTNER OF LESSEE**

This Section shall take effect upon any Assignment by Lessee subject to Section 18.2(a). Lessee represents, warrants and covenants that either (i) the sole general partner, if Assignee is a limited partnership, or (ii) the sole managing member and manager, if Assignee is a limited liability company, of Lessee is and shall continue to be Archdiocesan Housing Authority ("AHA"); that AHA is a duly organized Washington nonprofit corporation with a charitable purpose that includes serving the homeless and is exempt from federal taxes under Section 501(c)(3) of the United States Internal Revenue Code; and that without the express written consent of the Director, there shall be no change in the managing member or general

partner, as the case may be, of Lessee, nor any additional general partner, managing member, or manager, nor any change in the form of organization, purposes, or income tax status of the AHA, as stated above. Lessee acknowledges that this Section is material to the purposes of the Lessor in entering into this Lease and that the Lessor would not have allowed the Assignment of the Lease to Lessee without such representation, warranty and covenants. The Lessor shall not unreasonably withhold its consent to the transfer of the interest of AHA as sole managing member and manager or as general partner to an entity that would satisfy the conditions stated in Section 18.3(1) and (2) as a proposed assignee of this Lease, if the conditions stated in Section 18.2 (d) and (f) are then satisfied.

## **22. QUIET ENJOYMENT**

22.1 Lessor covenants that subject to the express provisions of this Lease, and to the terms of the conveyance of the Premises from the United States, if and so long as Lessee pays the Rent and other charges required by the Lease and performs all of its obligations pursuant to the terms, covenants, and conditions of the Lease, Lessee shall quietly enjoy the Premises. Notwithstanding the foregoing or any other provision of this Lease, Lessor's covenants and warranty as to title to the Premises are limited to the agreement of Lessor to warrant and defend such title, subject to the express provisions of this Lease, against all persons lawfully claiming or to claim by, through or under Lessor, and Lessor expressly disclaims all other covenants and warranties.

## **23. LESSOR'S CONSENT OR APPROVAL**

23.1 Consent Expressly for Lease Purposes; Discretion of Lessor. Whenever Lessor's consent or approval in writing to any act to be performed by Lessee is required under the Lease, (a) Lessee must obtain a consent or approval in writing expressly for purposes of this Lease, regardless of whether a consent or approval shall have been granted by the Lessor in its regulatory, public utility, or other capacity; and (b) unless otherwise expressly stated herein, such consent or approval may be withheld in the Lessor's sole discretion, exercised in good faith. In any case in which it is stated that the Lessor's consent or approval shall not be unreasonably withheld, the Lessee agrees that valid reasons for withholding consent or approval shall include the Lessor's desire to maintain or ensure compliance with any of the following: any law, regulation, ordinance, or grant agreement; any Comprehensive Plan policy; any provision of the Application (except as the same shall have been modified or superseded by any of the foregoing); any City of Seattle adopted neighborhood plan policy; any provision of the City's Consolidated Plan; or any condition attached to any federal, state, or county funding, provided such withholding is reasonably related to such purpose.

23.2 Consents Under Lease Not for Regulatory Purposes. Any permission, consent, or approval of the Lessor contained herein or given pursuant to this Lease is or shall be granted solely in the Lessor's capacity of owner and lessor of the Premises, and not in the City's regulatory or public utility capacity, nor in its capacity as grantor of funds or lender. No such consent or approval shall be construed as any representation or assurance that the

matter consented to or approved complies with applicable laws, regulations, ordinances, or Codes, nor shall any such consent or approval be construed to authorize any failure to comply with any of the foregoing. It shall be the sole obligation of the Lessee to obtain, at its own expense, all regulatory approvals, consents, permits, and licenses necessary or convenient for the development of the Premises from all relevant authorities, including without limitation any permits from the City's Department of Construction and Inspections. Nothing herein shall be construed as assurance that any such approvals will be granted or that the City, as Lessor, will grant consents, approvals or modifications hereunder for the purpose of compliance with the conditions of any permit, approval, license, or funding agreement sought or obtained by Lessee.

**24. NO DISQUALIFICATION**

24.1 Lessor and Lessee represent and warrant that they are not disqualified under federal, state, or other laws, or under the rules or regulations of any governmental department or authority, from acquiring, owning, leasing, and holding any interest in real property or from obtaining any government contract.

**25. BENEFIT AND BURDEN**

25.1 Successors and Assigns. The terms, covenants, and conditions contained in the Lease and in the Exhibits annexed thereto shall bind Lessee and its successors and assigns, and shall inure to the benefit of Lessor and its successors and assigns. The terms, covenants, and conditions of this Lease shall inure to the benefit of Lessee's successors and assigns only if the Assignment, or other transfer (whether voluntary or involuntary) of Lessee's interests shall have received the express written consent of Lessor as provided under this Lease.

25.2 No Third Party Beneficiary. Except as expressly set forth in Section 25.1, no person other than Lessor or Lessee is intended to have any legal right or interest under this Lease.

**26. NOTICE**

26.1 Addresses. Any notice called for in this Lease shall be in writing and shall be hand-delivered to the respective parties at the addresses below, or deposited in the United States mail, postage prepaid, addressed as follows:

If hand-delivered to Lessor:

Director, Office of Housing  
700 5<sup>th</sup> Avenue  
Seattle, WA 98104

If mailed to Lessor:

Director, Office of Housing  
PO Box 94725  
Seattle, WA 98124-4725

If to Lessee:

Archdiocesan Housing Authority  
100 23rd Ave. S  
Seattle, Washington 98144  
Attn: Executive Director

The parties, by written notice, may designate any further or different addresses to which some or all notices, certificates or other communications shall be sent.

26.2 Effectiveness of Notice. Notices shall be deemed to have been received by the parties 2 working days after mailing to the proper address in accordance with Section 26.1 above or upon actual delivery to such address during normal business hours, whichever first occurs.

**27. TERMINOLOGY**

27.1 Headings. The headings of the various Articles and Sections of the Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions herein.

27.2 Gender and Number. Words of any gender used in the Lease shall be held to include any other gender and words in singular numbers shall be held to include the plural when the context so requires.

**28. SEVERABILITY**

28.1 If any provision of the Lease, or any Section, sentence or clause, or its application to particular circumstances, is held invalid, the Lease shall be construed as if the invalid part were never included or were expressly made inapplicable to such circumstances, as the case may be, and the Lease shall remain valid and in force to the fullest extent permitted by law.

**29. APPLICABLE LAW**

29.1 The Lease shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any legal action under the Lease shall be King County Superior Court.

### **30. NEGOTIATED AGREEMENT; MERGER**

30.1 Negotiated Agreement; Construction. The parties to this Lease acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Lease reviewed by their respective legal counsel, and that the terms and conditions of this Lease are not to be construed against any party on the basis of such party's draftsmanship thereof.

30.2 Entire Agreement. This Lease, and the terms and provisions herein, contain the entire agreement and understanding between the parties with respect to the leasing of the Premises and any other negotiations, agreements, or understandings with respect to the leasing of the Premises are hereby expressly merged and subsumed within the terms and provisions of this Lease. No negotiations, communications, agreements, or understanding with respect to the Lease shall have any effect in the construction, application, or enforcement of this Lease. Nothing herein shall supersede any written agreement with respect to the grant or loan of funds for the Premises.

### **31. PROCESS FOR ALTERNATIVES BASED ON ENVIRONMENTAL REVIEW**

31.1 Events Requiring Renegotiation. Notwithstanding any other provision of this Lease, if (a) an environmental review conducted under 24 CFR Section 586.45(a) after HUD's approval of the Lessor's Application for the Premises indicates that any part of the Premises is not suitable for the intended purpose; or (b) after review under the State Environmental Policy Act ("SEPA") the Lessor determines that any of the uses or actions contemplated in this Lease or the Application may have an adverse effect on the environment that cannot be sufficiently mitigated without modification of such contemplated uses or actions, then in any such case the parties shall follow the process set forth in Section 31.2 to negotiate alternative arrangements that would enable the same balance of interests made originally.

31.2 Balance of Interests. Within 15 days after notice to either Lessor or Lessee of any of the circumstances set forth in Section 31.1, representatives of the Lessor, Lessee, and United Indians shall meet to discuss alternatives designed to achieve substantially the same balance of interests as originally contemplated in the Application. Alternatives may include, without limitation, acquisition by the Lessee of alternative real property instead of any portion of the Premises that proves unsuitable for the purposes intended. Within 90 days after such meeting, Lessee shall present to the Director in writing one or more alternatives. The Director shall make available such alternatives and any others selected by the Director, for public comment, and shall hold one or more community meetings to discuss such alternatives. Following such meeting(s) and any additional review or process required by applicable laws or ordinances, the Mayor or Director shall propose to the City Council a preferred alternative, with any other alternatives deemed feasible by the Mayor or Director. If the City Council approves any such alternative, then the Council shall authorize an appropriate amendment to this Lease and any other actions it deems necessary to implement the selected alternative.

31.3 Amendment of Lease. If the City Council authorizes an amendment to this Lease pursuant to Section 31.2 above, then the Lessor may give written notice to the Lessee of an amendment that the Lessor requires in the terms of this Lease. The Lessee shall have 15 days after receipt of such notice to deliver to the Lessor its written acceptance of such amendment. If such acceptance is not delivered or is made subject to any conditions by the Lessee, then at any time after the expiration of such 15-day period the Lessor shall have the right, at its sole option, to terminate this Lease by written notice to the Lessee. Upon such termination neither party shall have any liability to the other, except for such liabilities as expressly survive the termination of this Lease in accordance with the terms hereof.

### **32. RIGHTS RESERVED BY LESSOR**

32.1 Reservation. The Lessor reserves the right to enter onto the Premises and, with reasonable advance notice to Lessee, to use any portion of the Premises for any purpose not inconsistent with or materially detrimental to the use and operation of the Premises for the purposes set forth in the Application, including without limitation the rights:

- (a) To construct, install, maintain, use, or modify, across, under, and over the Premises, streets, roads, sidewalks, bicycle paths, utility lines and poles, and facilities of all kinds related to any of the foregoing;
- (b) To install, maintain, remove, or modify any and all landscaping, trees, shrubs, signs, or fences;
- (c) To obtain access to City-owned land.

32.2 Transfer of Rights. The rights reserved under this Article may be transferred by the Lessor wholly or in part to any private or public parties, whether or not in connection with the transfer of a fee interest in the Premises or any part thereof.

32.3 Manner of Exercise. The rights reserved under this Article shall be exercised in such manner as does not unreasonably interfere with Lessee's access to and use of the Premises.

### **33. EASEMENTS; LESSEE TO COOPERATE IN AND CONSENT TO ACTIONS BY LESSOR**

33.1 Easements. This Lease, and all rights of Lessee with respect to the Premises, are subject to all outstanding easements and rights-of-way identified on Exhibit C to this Lease for location of any type of facility over, across, in, and upon the Premises, or any portion thereof, and to the right of the Lessor to grant such additional easements and rights-of-way over, under, across, in, and upon the Premises as it shall determine to be in the public interest; provided, that any such additional easement or right of way shall be conditioned on

the assumption by the grantee thereof of liability to the Lessee for such damages as the Lessee shall suffer for property destroyed or property rendered unusable as a result of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in constructing, installing, maintaining, operating, repairing, or replacing facilities located thereon pursuant to the terms of such easements, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for performing their duties with regard to such facilities.

33.2 Cooperation in Actions by Lessor. Lessee acknowledges that in order to carry out the intent of the Application, as the same may be modified by the Lessor, or to carry out the intent of this Lease, it may be necessary or convenient for the Lessor as owner to effect or create various actions such as subdivisions, boundary line adjustments, easements, dedications, or transfers of jurisdiction for utility and other purposes, or condominium declarations, concerning or affecting the Premises. Lessee irrevocably agrees, promptly on the request of the Lessor, to join in, consent to, and cooperate in, any and all such actions, and to execute and deliver such documents as the Lessor shall deem reasonably required for such purpose, provided only that such actions are not fundamentally inconsistent with the use of the Premises as a whole for the basic purposes described in the Application during the period of the Lease.

#### **34. RECORDS AND ANNUAL REPORTING**

34.1 Records. Lessee shall prepare and maintain in good order, accurate and up-to-date records demonstrating compliance with the terms of this Lease and documenting the operation of the Premises, and shall make all such records available for inspection and copying promptly upon the Lessor's request.

34.2 Annual Reporting. Lessee covenants and agrees that, for the term of the Lease, it will furnish to Lessor annually on or before June 30 of each year, or another date agreed to in writing by Lessor and Lessee, commencing in the first calendar year beginning after the date hereof, a written report showing Lessee's compliance with all the terms and conditions of the Lease during the previous calendar year. This report shall include but not be limited to:

- (1) A description of ongoing security activities for the Premises;
- (2) A description of supportive services provided to Tenants and the number of homeless households served.
- (3) Certification that no hazardous materials are being stored on site, except in accordance with applicable laws;
- (4) Insurance certificate showing the Lessor as loss payee and additional insured;



(5) Explanation of any alterations occurring to the Building or Premises during the prior year;

(6) Full financial statements for Lessee and for the Premises separately, if the Lessee has other assets or operations, prepared in accordance with Generally Accepted Accounting Principles, which shall be audited or reviewed by an independent certified public accountant if so requested (an audit satisfying federal OMB Circular A-133 will suffice);

(7) A description of any neighborhood issues or complaints raised during the prior year to include a description of any resolutions or outcomes;

(8) A description of any community or neighborhood meetings attended by any representative of the Lessee and issues discussed regarding the Premises;

(9) Such other information as may be required by any provision of the Lease; and

(10) Provided that Lessor gives such advance notice as is necessary to collect or prepare the information, such other information as may be reasonably requested by Lessor.

In addition, the Lessor shall have the right at any time to perform, or to commission a consultant to perform, audits or reviews of Lessee and of the operations on the Premises of Lessee, any managing or operating agent, and United Indians or any substitute social services contractor. Lessee shall cooperate, and shall ensure that any such agent, United Indians, and any substitute contractor cooperate, fully with any such audit or review and allow the Lessor or its consultant to review and copy all relevant documents and records, including without limitation computerized records and data.

### **35. TIME**

Time is of the essence of all terms and conditions of this Lease.

### **36. LIMITS ON LEASE TERMINATION; RIGHTS TO CURE**

(a) The provisions of this Section 36 shall apply only if, with the written consent of Lessor, there is an Assignment of the Lessee's interest in this Lease to an entity that is organized on terms acceptable to the Director with intent to claim low income housing tax credits under the Internal Revenue Code and that has received a contribution of capital from one or more investor members or investor limited partners (collectively, the "Investor").

(b) Lessor agrees that solely as a result of any default under this Lease the Lessor shall not terminate the Lease, nor deprive or commence any action to deprive Lessee of possession of the Premises, until at least 60 days after written notice as provided below in this subsection (b). The foregoing sentence shall not prevent Lessor from giving any notice to Lessee. Lessor agrees to accept performance by the Investor as curing Lessee's defaults

under this Lease. If Lessee fails to cure any default within the time limit allowed under this Lease or if there is a default for which no time to cure is allowed to Lessee, then Lessor may terminate this Lease for such default only after 60 days' notice of such failure to cure given to the Lessee and to the Investor if the Lessor shall have been provided a current address for the Investor. Lessor shall not terminate the Lease for such default (i) if the Investor cures such default within such 60 days; or (ii) with respect to any default that is non-monetary and cannot reasonably be cured within such period, if Investor begins cure within such 60-day period, so long as the Investor proceeds diligently and continuously to complete such cure, and provided that such cure is completed in no less than 12 months, unless extended by the Director in his or her discretion.

(c) The Investor shall not have any obligation to cure any default.

Signed:

**LESSOR:**

**THE CITY OF SEATTLE,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Print Name: Steve Walker  
Title: Director, Office of Housing

**By authority of Ordinance** \_\_\_\_\_

**LESSEE:**

**ARCHDIOCESAN HOUSING AUTHORITY**  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

List of Exhibits:

- A. Map of Fort Lawton Property
- B. Development Process
- C. Map of the Premises
- D. Legal Description of Premises
- E. Information Received by Lessee



LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON )  
   )ss.  
 COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Walker, to me known to be the Director of the Office of Housing of The **City of Seattle**, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is  
the person who appeared before me, and said person acknowledged that \_\_\_ signed this  
instrument, on oath stated that \_\_\_ was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of  
\_\_\_\_\_, a Washington non-profit  
corporation, to be the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_