

① DPD RECOMMENDATION

FILED
CITY OF SEATTLE

2015 JUL -3 PM 4:02



City of Seattle
Edward B. Murray, Mayor

Department of Planning and Development
D. M. Sugimura, Director

CITY CLERK

**CITY OF SEATTLE
ANALYSIS AND RECOMMENDATION OF THE DIRECTOR OF
THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

Application Number: 3019738
Council File Number: CF #314280
Applicant Name: Kathryn Armstrong for Seattle Housing Authority
Address of Proposal: 6550 32nd Avenue Southwest

SUMMARY OF PROPOSED ACTION

Council Land Use Action to allow an amendment to the Seattle Housing Authority (SHA) High Point Property Use and Development Agreement (PUDA) to extend the expiration date of July 3, 2015, CF 314280. (Original High Point Project #2105600, Ordinance 114560).

The following approvals are required:

Director's Determination of Minor Amendment – (Seattle Municipal Code (SMC), Chapter 23.76.058.C)

Council Land Use Action – To amend the High Point PUDA to allow an extension of the expiration date (SMC 23.76.058.C), and to extend the zoning designation established by the concurrent contract rezone (SMC 23.76.060.E).

SEPA DETERMINATION: Exempt* DNS MDNS EIS
 DNS with conditions
 DNS involving non-exempt grading or demolition or involving another agency with jurisdiction.

*SEPA Exemption Determination issued by the Seattle Housing Authority on February 23, 2015.

BACKGROUND INFORMATION

The City Council adopted Ordinance 121164, which granted the original contract rezone and accepted the associated Property Use and Development Agreement (PUDA) to allow the Seattle Housing Authority (SHA) to redevelop the High Point Garden Community property. That ordinance was signed by Mayor Greg Nickels on June 4, 2003. The ordinance provided that the contract rezone designation would expire ten years after the effective date of the ordinance. The PUDA, which SHA signed and was recorded with the King County Department of Elections and Records (20030617002439), includes several conditions, one of which specifies an expiration date for the PUDA. Section 2 of the PUDA states, "*...the covenant herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.*"

On June 17, 2013, the City Council approved an amendment of the original PUDA to extend the PUDA for a period of two years from the effective date specified in the adopted ordinance language (Ordinance 124194, DPD #3014928).

SHA submitted an application to the Department of Planning and Development (DPD), dated February 25, 2015, requesting an additional amendment to the PUDA associated with the contract rezone for the SHA High Point Garden Community property. SHA has asked to amend the PUDA to extend the expiration date for the current rezone for an additional two years.

The analysis addresses two issues. The first is whether the proposed PUDA amendment is a "minor" amendment to the adopted PUDA pursuant to SMC 23.76.058.C of the Land Use Code. The second are DPD's recommendation on the proposed amendment to the City Council.

Public Comments

DPD issued notice of this application pursuant to 23.76.058.C.1-3. The required public comment period for this project was March 5, 2015 through March 18, 2015. DPD received one written comment regarding this proposal after the public comment period. The comment is as follows: "*I am writing to express my concern regarding real estate development in our neighborhood. We have a quiet, peaceful neighborhood here with little congestion and traffic and I would like to see that it stays that way. The proposed developments will create congestion, traffic and a strain on space and resources particularly allowing development of buildings up to three or four stories high. It seems to be sliding under the radar with little notice and I would like to make my concern heard especially since the deadline is tomorrow. Thank you.*"

DIRECTOR'S ANALYSIS AND RECOMMENDATION – PUDA AMENDMENT

SHA requests to amend the PUDA to extend its expiration date for two years. SMC 23.76.058.C explains the procedures and general criteria for the Director to make a determination whether a requested amendment is considered major or minor. Subsection 23.76.058.C.4 reads as follows:

- 4. The Director shall determine whether the amendment is major or minor. This determination is a Type I decision.*

- a. *Minor amendments. A minor amendment to a PUDA is one that is within the spirit and general purpose of the prior decision of the Council, is generally consistent with the uses and development standards approved in the prior decision of the Council, would not result in significant adverse impacts that were not anticipated in the prior decision of the Council, and does not request any additional waivers or changes in the waivers of bulk or off-street parking and loading requirements other than those approved in the prior decision of the Council. If the Director determines that a proposed amendment is minor, the Director shall transmit to Council the application to amend, the Director's determination that the proposed amendment is minor, any comments received by the Director on the proposed amendment, and the Director's recommendation on the proposed amendment. An application to amend that is minor and that complies with the rezone criteria of Chapter 23.34 may be approved by the Council by ordinance after receiving any additional advice that it deems necessary.*
- b. *Major Amendments. Applications to amend a PUDA that are not minor are major. Major amendments to a PUDA shall follow the procedures for Type IV Council land use decisions in Sections 23.76.052, 23.76.054, and 23.76.056.*

The request is within the spirit and general purpose of the prior decisions of the Council and is generally consistent with the uses and development standards approved in the prior original decision of the Council. In April of 2013, SHA requested a PUDA amendment to extend the PUDA and associated contract rezone expiration date an additional two years. SHA explained that the downturn in 2008 caused a loss in funding and development partners under contract at that time; which, in turn, significantly delayed planned construction timeframes at High Point. SHA stated that additional time was necessary to complete the application and construction of an estimated 228 planned residential units and install streets and infrastructure. DPD reviewed the PUDA amendment request filed under Master Use Permit (MUP) application #3014928 and determined that this request was a minor amendment to the PUDA. DPD's determination and recommendation that the proposed PUDA amendment was minor was transmitted to City Council. Per adopted ordinance 124194, the City Council approved an amendment of the original PUDA to extend the PUDA for a period of two years from the effective date (July 3, 2013).

The PUDA is scheduled to expire after July 3, 2015. SHA reports that 75 new residential units have been constructed in the past 24 months and the remainder of the undeveloped property at High Point consists of 153 residential lots and a commercial/residential proposal for the remaining commercially-zoned parcel (Block 9). Per SHA, development for the remaining vacant parcels planned for single family, townhome, apartment and commercial market-rate development by the private sector has been proceeding more slowly than expected due to many developers still recovering from the events of the recent recession. Consequently, more time is necessary to complete all permitting requirements necessary for the redevelopment of High Point.

SHA requests a PUDA amendment to extend the PUDA and associated contract rezone expiration date an additional two years in order to complete the High Point redevelopment authorized under Ordinance 121164. There are no modifications in development standards proposed or contemplated as part of this PUDA amendment request

The request would not result in significant adverse impacts that were not anticipated in the prior decisions of the Council, and would not result in any additional waivers or changes in the waivers of bulk or off-street parking and loading requirements other than those approved in the prior decision of the Council. Impacts would remain unchanged.

After reviewing the request and general criteria set forth in SMC 23.76.058, **the Director has determined that the amendment sought by SHA-to extend the expiration date for an additional two year period-is a minor amendment.** Therefore, this determination is considered a Type I non-appealable decision.

SHA will also need to secure from the Council an extension of the zoning designation established by the concurrent contract rezone as provided in SMC 23.76.060.E. Because the Council may extend that time limit for no more than two years, the extension of the related PUDA should be for the same period. Therefore, since Ordinance 124194 took effect on July 3, 2013, any extension of the zoning designation and PUDA should take effect no later than July 3, 2015.

Having made the determination that the proposed amendment is minor, **DPD recommends that the Council approve the requested amendment, limited to the duration of any Council extension of the underlying contract zone designation.**

Signature: _____ (signature on file) _____ Date: April 22, 2015
Tami Garrett, Senior Land Use Planner
Department of Planning and Development

TG:

② ORIGINAL PUDA



20030617002439

SEATTLE CITY CLERK
PAGE 001 OF 007
06/17/2003 13:07
KING COUNTY, WA

FILED
CITY OF SEATTLE

ord. 121164

2003 MAY 22 AM 10:27

CITY CLERK

When Recorded, Return to

THE CITY CLERK
First Floor, Municipal Building
600 4th Avenue
Seattle, WA 98104

CITY CLERK

2015 MAY 15 PM 1:41

FILED
CITY OF SEATTLE

PROPERTY USE AND DEVELOPMENT AGREEMENT

Granter	1) Seattle Housing Authority	2)
<input type="checkbox"/> Additional on page _____		
Grantee	1) The City of Seattle	2)
<input type="checkbox"/> Additional on page _____		
Legal Description (abbreviated)	SEE ATTACHMENT 1 FOR LEGAL DESCRIPTION OF PROPERTY (High Point Garden Community, 6550 32nd Avenue S W , generally bounded by SW Juneau Street on the north, 35 th Avenue SW on the west, SW Myrtle Street on the south, and the hillside above Longfellow Creek on the east)	
x Additional on	ATTACHMENT 1	
Assessor's Tax Parcel ID #	252403-9051-09, 252403-9049-04	
Reference Nos of Documents Released or Assigned	N/A	

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this 21ST day of MAY, 2003 in favor of the City of Seattle, a Washington municipal corporation (the "City"), by the Seattle Housing Authority (the "Owner"), a Washington municipal corporation, owner of property legally described herein (the "Property")

Exhibit C (Property Use and Development Agreement)

1 ACTING CITY CLERK

RECITALS

A. The Owner has a fee simple and/or substantial beneficial interest in the Property known as the High Point Garden Community in Seattle at 6550 32nd Avenue S W, which is legally described in Attachment 1

B. The Owner filed a petition (C R 305400) with the City for a contract rezone to rezone the Property from Lowrise 1 (L1) to a combination of Lowrise 2 (L2), Lowrise 4 (L4) and Neighborhood Commercial 2 with a forty-foot height limit (NC2-40'), as shown on the rezone map on Attachment 2, subject to conditions. The purpose of the application is to allow the Owner to redevelop the High Point Garden Community under a federal HOPE VI grant with a mix of residential and commercial uses

C. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

D. On December 19, 2002, the Director of the Department of Design, Construction and Land Use ("DCLU") recommended that the rezone be granted, subject to conditions

E. On March 5, 2003, the Hearing Examiner recommended that the rezone be granted, subject to conditions

F. On May 19, 2003, the City Council Committee of the Whole voted to recommend to the full Council that the rezone be granted, subject to conditions

Exhibit C Property Use and Development Agreement

2
Attest
CITY CLERK

AGREEMENT

Section 1 Pursuant to SMC 23 34 004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that it will comply with the following limitations and conditions in consideration of the rezone of the Property from L1 to L2, L4 and NC2-40'

- 1 *The changes in zone designation are granted as shown in Attachment 2, as limited in this Agreement and in the ordinance approving the contract rezone. Development of each block listed below is further limited as follows*
 - a *The maximum number of dwelling units permitted on the Property is 1,600 dwelling units, regardless of whether the density permitted under this Agreement or permitted under the applicable zone designation for any given block is higher*
 - b *The following blocks are zoned Lowrise 4 (L4) Blocks 1-3-1 4, 3 2, 4 1, 8, 10-13, 16-19, 21-24, 26-31, and 33 2-33 3 The density on these blocks is limited to the following density 1 dwelling unit/1,200'sf of lot area. With the exception of the density limits noted here and in subsection 1a, above, all other L4 development standards apply to these blocks. The height on these blocks is limited to the L4 height limits*
 - c *The following blocks are zoned L4 and are subject to L4 density, height limits and development standards Blocks 5, 14-15, 20, 32, and 34 2-34 4 (The changes in zone designation do not include the requested departure from height for Block 14)*
 - d *The following blocks are zoned Lowrise 2 (L2) and are subject to L2 density and development standards Blocks 1 1-1 2, 2-3 1, B, 9 1-9 3, 25, 33 1, and 34 5-34 6*
 - e *The following block is zoned Neighborhood Commercial 2 with a forty-foot height limit (NC2-40') and is subject to the NC2-40' development standards, including the NC2-40' standards for heights Block 9 4-9 8*
 - f *Uses are limited as follows. Block 5A, Library, Block 5B, Health Center, Block 15, Community Park, and Block 20, Neighborhood Center*
- 2 *To the extent permitted by Conditions 1 and 2 above, the changes in zone designation are established only for the development of buildings with substantially the same design and platting pattern as represented in the applicant's Building Concept Plan (Sheet A2 0), Proposed Contract Rezone*

(Sheet A3-0), and Proposed Block Zoning (Sheet A3 1), dated October 31, 2002, including the same amenities and improvements as represented in these and other plan sheets from the October 31, 2002 plans and as modified by additional City review and shown in the plans presented at the hearing on February 10, 2003 (Copies of Sheets A2-0, A3-0 and A3-1 are attached as Attachments 3, 4, and 5) The Council acknowledges that SHA may refine the Building Concept Plan (Sheet A2-0) as to building type, design and location on the lot to reflect the evolution of the Building Concept as it continues through the public review process through continuing community and SHA input, design review and design development

- 3 A unit/building count map shall be prepared and updated prior to the submittal of applications for either future construction or with building permits, whichever occurs first, at least quarterly, and submitted to DCLU. DCLU shall maintain the unit/building count map and shall evaluate any proposed new uses or development to ensure that the restrictions, particularly those on density limits, contained in this PUDA are complied with
- 4 SHA shall include the following language in Conditions, Covenants and Restrictions for High Point, which shall be binding on all purchasers of any portion of the Property " each prospective Owner is responsible for becoming apprised of the then most current Density Chart prior to acquiring any portion of the Property. Whenever any portion of the Property is conveyed, the deed shall expressly refer to the Density Restrictions and identify the maximum number of units that may be developed, constructed and operated on the property that is being conveyed by such deed "
- 5 SHA shall prepare Design Guidelines based on the Citywide Design Manual and the Conditions, Covenants and Restrictions for High Point. The Design Guidelines should be reviewed by the City's Design Review Board to confirm consistency with Citywide Design Guidelines and Design Review Board Guidance rendered for the High Point Redevelopment. The Design Guidelines shall be made part of the Conditions, Covenants and Restrictions made binding on all purchasers of any portion of the Property. Design review shall be required to the extent mandated by the Seattle Municipal Code, with the following exceptions. To ensure that proposed development is not "piecemealed" in such a fashion as to inappropriately avoid design review, any developer who develops in excess of eight units on a single block or adjacent blocks will be subject to design review even if those developments individually do not exceed eight units and are not otherwise contiguous to each other. Design review shall also be required for commercial uses, mixed-uses and minor institutional uses on the Property, and for all uses on Block 25
- 6 On Block 25, a minimum setback is required along the west property line, a maximum front yard setback is required for uses on Block 25 and no alley access shall be required. The appropriate setbacks will be determined through administrative design review, which is required for the Block 25

7. *SHA must install all required streets, utilities and other infrastructure prior to occupancy of any development site with the exception that the final lift of asphalt may be completed at a later time. The development frontage street must have final pavement not more than 18 months after the development of each phase is occupied. Street trees shall be installed within 4 months of the final lift of asphalt for each phase.*
8. *SHA or its developer partners are financially responsible for any time spent by DCLU in connection with this Contract Rezone and the implementation of rezone conditions.*
9. *SHA must comply with the Replacement Housing Plan for High Point (SHA Board Resolution 4659, adopted September 16, 2002) contained in the High Point Final EIS as Appendix H (a copy is attached to this Agreement as Attachment 6).*

Section 2 This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owner, its heirs, successors and assigns, and shall apply to after-acquired title of the Owner of the Property, provided the covenants herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits.

Section 3 This Agreement may be amended or modified by agreement between the Owner and the City, provided, such amendment agreement shall be approved by the City Council by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the zoning ordinance and/or Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezones in the surrounding area.



Section 4 This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement

Section 5 The Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing Lowrise 1 zone

SIGNED this 21ST day of MAY, 2003

OWNER, SEATTLE HOUSING AUTHORITY,
a Washington Municipal Corporation

By _____

Name HARRY THOMAS

Title EXECUTIVE DIRECTOR

STATE OF WASHINGTON
COUNTY OF KING } SS

On this day personally appeared before me Harry Thomas, to me known to be the Assistant Director of the SEATTLE HOUSING AUTHORITY, a Washington municipal corporation, the party that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of May 2003

Peggy J. Thompson
Printed Name

Peggy J. Thompson
NOTARY PUBLIC in and for the State of Washington, residing at Brinn, WA

My Commission Expires 08-06-06



STATE OF WASHINGTON
COUNTY OF KING
CITY OF SEATTLE } SS

I, JUDITH E. PIPPIN, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF: the Property Use & Development Agreement as attached to Ord. 121164.
AS THE SAME APPEARS ON FILE AND OF RECORD IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE SEAL TO THE CITY OF SEATTLE, THIS 17th day of June, 2003

JUDITH E. PIPPIN
CITY CLERK

BY: Margaret Carter
DEPUTY CLERK



③ FIRST AMENDMENT TO THE ORIGINAL PUDA

When Recorded, Return to:
The City Clerk
First Floor, Municipal Building
600 4th Avenue
Seattle, WA 98104

1st AMENDMENT TO
PROPERTY USE AND DEVELOPMENT AGREEMENT

GRANTOR: SEATTLE HOUSING AUTHORITY, a Washington municipal corporation

GRANTEE: CITY OF SEATTLE, a Washington municipal corporation

LEGAL DESCRIPTION: See Attachment 1 for Legal Description of Property (High Point Garden Community, 6550 32nd Avenue SW, generally bounded by SW Juneau Street on the north, 35th Avenue SW on the west, SW Myrtle Street on the south and the hillside above Longfellow Creek on the east)

ASSESSOR'S TAX PARCEL ID: 252403-9051-09, 252403-9049-04

RELATED DOCUMENTS: 20030617002439, Property Use and Development Agreement

This First Amendment ("Amendment") amends the Original Property Use and Development Agreement recorded under King County Recording Number 20030617002439 ("PUDA"). This Amendment is executed by the Seattle Housing Authority ("Owner"), a Washington municipal corporation and owner of the property legally described herein ("Property"), in favor of the City of Seattle, a Washington municipal corporation.

All terms not defined herein shall have the same meaning as in the PUDA:

1. A new Section 6 is added to the PUDA to read as follows:

Section 6. Notwithstanding the ten-year expiration provision in Section 2, the covenants herein are extended for a period of two years from the effective date of the ordinance accepting this Amendment and extending the rezone.

1st amendment to PUDA
SHA - High Point
King County recording number 20030617002439

EXHIBIT A



④ WRITTEN COMMENT SUBMITTED TO COUNCIL

Belz, Sara

From: Hamid <zavareei@msn.com>
Sent: Wednesday, May 27, 2015 11:02 AM
To: Huynh, Linh; Belz, Sara; Galarosa, Betty; LEG_CouncilMembers
Subject: Re: Clerk File 314280 Meeting Notice and DPD Recommendation

Greetings

I live in this neighborhood and would like to voice my concerns. It would have been best if I could attend the meeting in person and speak up but I can not afford to miss a day's pay. that is true for everyone in this neighborhood. If we could afford to hire a high powered lawyer to do that for us we would but that is not the case.

The concern is a city wide concern which is being implemented in neighborhoods including ours; in short buying out blocks of property by developers, heavy machinery and cranes showing up all over the place and turning these areas to condo cities, resulting in people having to move out because they can't afford to live here anymore and having to move who knows where. there will be no Lorax either. It is a wet dream for developers and somehow it seems like the powers that be share their enthusiasm. The general sentiment among my neighbors is basically that of feeling powerless; they will do what they want to do and there is nothing we can do about it.

Episodes of growth and feeding frenzy have a short life span. on the other hand the consequences on peoples live are life long. Myopia and short range vision in the context of a larger picture are not what we need. A longer range vision that include sustainability is what we need.

I hope my concern is voiced in the meeting, that happens to be a concern by many and hopefully will not fall on deaf ears.

Thank you,

Hamid Zavareei

I am also sending a copy of this letter to opinion section of The Seattle Times

From: Huynh, Linh
Sent: Friday, May 15, 2015 3:43 PM
To: [Garrett, Tami](mailto:Garrett,Tami) ; <mailto:kathryn.armstrong@seattlehousing.org> ; [Tobin, Bob](mailto:Tobin,Bob) ; <mailto:zavareei@msn.com>

Cc: Belz, Sara

Subject: Clerk File 314280 Meeting Notice and DPD Recommendation

Hello,

Attached are a June 2, 2015, meeting notice, DPD Recommendation for **Clerk File 314280 – Extension to SHA-High Point Property Use and Development Agreement**, and certificate of service. If you have questions, please do not hesitate to contact Sara Belz, Council Central Staff, at **206 684-5382** or via email: sara.belz@seattle.gov.

Thank you!

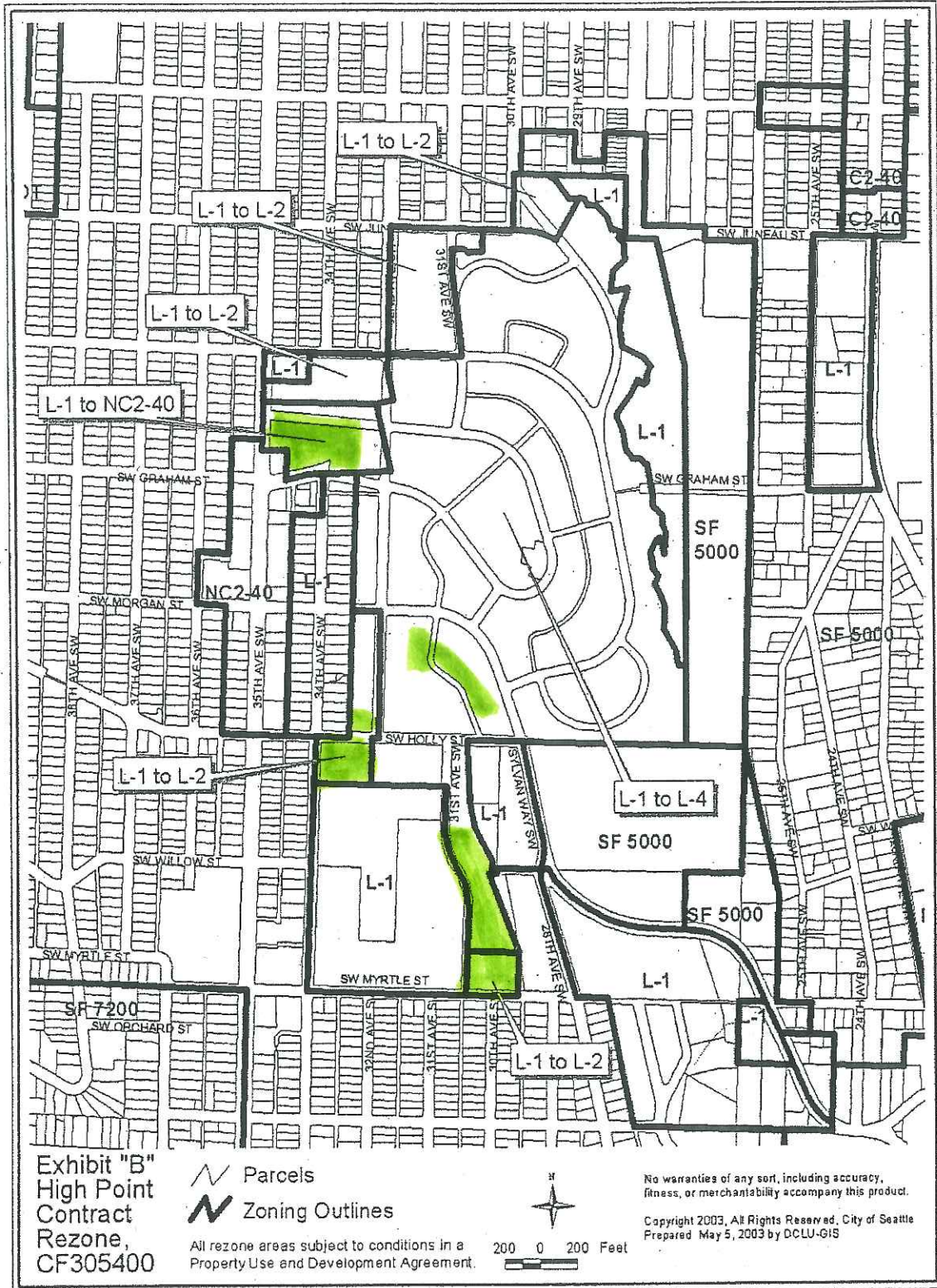
Warm Regards,

Sent on behalf of Sara Belz, Council Central Staff.

Linh Huynh

GB
 High Point Ord.
 5/5/03 Version 3

⑤ MAP OF REMAINING DEVELOPMENT SITES
 WITHIN THE ORIGINAL
 HIGH POINT REZONE AREA



Attachment 2: Rezone Map

 = REMAINING
 DEVELOPMENT SITE 1