

**CITY OF ISSAQUAH  
City Council Regular Meeting**

7:00 PM  
October 23, 2023

**MINUTES**

Council Chambers  
135 E. Sunset Way

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

*Councilmembers:*  
Barbara de Michele  
Zach Hall  
Victoria Hunt (*Excused Absence*)  
Russell Joe  
Tola Marts  
Chris Reh  
Lindsey Walsh, Mayor pro tem

*Administration/Staff:*  
Mary Lou Pauly, Mayor (*Excused Absence*)  
Wally Bobkiewicz, City Administrator  
Andrea Snyder, Deputy City Administrator  
Rachel Bender Turpin, City Attorney  
Tisha Gieser, City Clerk

**CALL TO ORDER**

Mayor pro tem Walsh called the meeting to order at 7:00 PM.

**PLEDGE OF ALLEGIANCE**

Mayor pro tem Walsh led the Pledge of Allegiance.

**AUDIENCE COMMENTS – None.**

**CONSENT CALENDAR**

*Items listed were distributed to Councilmembers in advance for study and were enacted with one motion.*

**IT WAS MOVED BY HALL, SECONDED BY MARTS; MOTION CARRIED (6-0), TO APPROVE THE CONSENT AGENDA AS PRESENTED.**

- a) **ID 1481 - Accounts: Payables and Payroll of Oct. 23, 2023, \$10,284,394.51; Approved.**
- b) **Minutes: City Council Committee of the Whole, July 17, 2023; Approved.**
- c) **ID 1392 - Informational Update: Issaquah Climate Action Plan Implementation Update; Received Report.**
- d) **ID 1507 - Informational Update: Mobility Master Plan; Received Report.**
- e) **ID 1518 - Informational Update: Economic Development Quarterly Report - Q3 2023; Received Report.**
- f) **ID 1530 - Informational Update: Citywide Work Plan and Capital Projects Third Quarter Updates; Received Report.**

- g) **AB 8350 - ADA Self-Evaluation and Transition Plan;** Approved Resolution No. 2023-13, adopting the 2024-2029 Issaquah Americans with Disabilities Act Self-Evaluation and Transition Plan.
- h) **AB 8513 - Memorandum of Agreement with Catholic Community Services re: Senior Center Meal Program;** Authorized the Mayor to enter into and execute the Memorandum of Agreement with Catholic Community Services to provide meals to seniors 60 years of age and over on Mondays and Tuesdays at the Issaquah Senior Center through December 31, 2025.
- i) **AB 8651 - Amendments to IMC 13.70.040, Sewer Rates to Adopt King County Charge;** Adopted Ordinance No. 3032, amending Section 13.70.040 of the Issaquah Municipal Code relating to sewer rates and charges to add the 2024 King County pass-through charge.
- j) **AB 8684 - 12th Ave NW & SR 900 / 17th Ave NW Project (TR 004) Change Order;** Authorized the Mayor to enter into and execute Change Order #3 for the 12th Avenue NW and SR 900/17th Avenue NW project in the amount of \$136,872.22; and authorized inclusion of \$174,500 from the Water Utility Fund for the 12th Avenue NW and SR 900/17th Avenue NW project in a subsequent 2023-24 budget amendment.
- k) **AB 8697 - Memorandum of Understanding with Teamsters 117 representing Police Sergeants re: Traffic Sergeant Specialty Incentive Pay;** Ratified the Memorandum of Understanding between the City and Teamsters 117 representing Police Sergeants regarding the Traffic Sergeant specialty incentive pay, and authorized the Mayor to execute the Memorandum of Understanding.
- l) **AB 8701 - Black Nugget Retaining Wall Replacement Project (TR 033) Design Contract;** Authorized the Mayor to enter into and execute a design contract with the consultant (KPFF) for the Black Nugget Retaining Wall Replacement Project.

## REGULAR BUSINESS

- a) **AB 8699 - 2024 ARCH Budget and Work Program**  
Introduced by Mayor pro tem Walsh and presented by Senior Planner Christen Leeson and A Regional Coalition for Housing Executive Director Lindsay Masters.

**IT WAS MOVED BY HALL, SECONDED BY MARTS, TO:**

Approve the 2024 Administrative Budget and Work Program for A Regional Coalition for Housing (ARCH) as presented.

**MOTION CARRIED, 6-0.**

## NEW BUSINESS

- a) **ID 1546 - New Business Request: Credit Card Processing Fees Cost Recovery**  
*Introduced by:*  
*Council President Walsh*

**IT WAS MOVED BY DE MICHELE, SECONDED BY REH, TO:**

Forward the Credit Card Processing Fees New Business item to the Nov. 20 Council meeting for a preliminary staff response.

**MOTION CARRIED, 6-0.**

## COMMITTEE / REGIONAL REPORTS

*Councilmember Joe:*

Cascade Water Alliance Board - Announced upcoming meeting.  
Veterans Day Event - Occurring Nov. 10 at 11 a.m.

*Councilmember de Michele:*

Eastside Human Services Forum - Made report.  
Eastside Transportation Partnership - Made report.  
Regional Transit Committee - Made report.

*Councilmember Marts:*

Sound Cities Association Public Issues Committee - Made report.

*Deputy Council President Hall:*

Eastside Fire & Rescue Board - Announced upcoming meeting.

*Mayor pro tem Walsh:*

Puget Sound Regional Council Growth Management Policy Board - Made report. Announced upcoming meeting.

## MAYOR'S REPORT

Mayor pro tem Walsh reported on the following topics:

- Executive Session: An Executive Session will be held to discuss pending/potential litigation per RCW 42.30.110(1)(i). The item is expected to take approximately 15 minutes; no action is anticipated to follow in open session.
- Upcoming Community Events

## GOOD OF THE ORDER

*Mayor pro tem Walsh:*

Upcoming Council Meetings - Announced anticipated agenda items.  
Sound Cities Association Appointments - Provide preferences to Council Leadership.  
Pumpkin Derby - Announced event occurring on Oct. 31.  
Holiday Social - Announced event occurring on Nov. 28.

*Councilmember de Michele:*

Eastside Transportation Partnership Legislative Priorities - Requested feedback on draft priorities. Councilmembers Hall and Walsh recommended adding a priority regarding WSDOT workforce needs.

*Councilmember Joe:*

Issaquah Alps Trail Club - Announced Carbon Credits Event occurring Oct. 25.

**EXECUTIVE SESSION**a) **ID 1542 - Executive Session - Pending/Potential Litigation per RCW 42.30.110(1)(i)**

At 8:03 PM, Council recessed into Executive Session for the purpose of discussing pending/potential litigation per RCW 42.30.110(1)(i). The item was expected to take approximately 15 minutes. No action was anticipated in open session.

**ADJOURNMENT**

The regular meeting reconvened at 8:16 PM. There being no further business to come before the Council, the meeting was adjourned at 8:16 PM.

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Lindsey Walsh, Mayor pro tem

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Tisha Gieser, City Clerk



CITY COUNCIL  
AGENDA BILL

City Council Regular Meeting - Mar 04 2024

UPDATED  
AB 8687 -  
Consent Calendar

**Vacation of a Portion of 2nd Avenue SE**

**Proposed Council Action:  
Adopt Ordinance**

**DEPARTMENT OF  
OTHER COUNCIL MEETINGS  
COMP PLAN POLICY NOS.  
OTHER POLICIES  
EXHIBITS**

PW - Public Works John Mortenson  
Jan. 2, 2024; Feb. 5, 2024  
n/a  
n/a  
A. Resolution Setting Public Hearing  
B. Vicinity Map  
C. Proposed Ordinance  
D. Dog Park Concept  
E. Presentation, Feb. 5, 2024  
Rachel Bender Turpin  
December 21, 2023

**City Attorney Review  
City Attorney Review Date:**

**SUMMARY STATEMENT**

**Introduction**

This agenda bill seeks City Council authorization to vacate a portion of City-owned right of way within the western portion of 2nd Avenue SE between SE Darst Street and SE Donnelly Lane through the proposed resolution setting the required public hearing and adoption of proposed ordinance. The timeline is proposed as follows:

- Jan. 2, 2024 - The City Council is requested to approve a resolution setting the required public hearing for Feb. 5, 2024 (Exhibit A).
- Feb. 5, 2024 - Staff will provide a presentation and the public hearing will be conducted.
- ~~Feb. 20, 2024~~ March 4, 2024 - The City Council is requested to adopt the proposed ordinance approving the street vacation (Exhibit C).

See the Update section for the latest information.

**Background**

Following an extensive public engagement process, an off-leash dog park was identified as a priority project in the City's 2018 Parks Strategic Plan. Due to the COVID-19 pandemic, the City made several budget reductions in 2020, which impacted many parks projects, including the dog park. A two-year Pop-Up Dog Park Tour was successful in serving resident needs for an off-leash dog facility while the City explored options. The site by the Issaquah Community Center along the Rainier Trail proved to be extremely popular. In the 2023-2024 budget, the City Council authorized funding to make a permanent dog park at the site by the Issaquah Community Center while continuing to pursue a permanent option at Tibbetts Valley Park during future re-visioning of the park. A portion of the proposed dog park by the Community Center is located within right of way for 2nd Avenue SE.

The right of way along 2nd Avenue SE is very wide at this location. The City has no plans to use this right of way for future improvements to 2nd Avenue SE.

**Proposal**

The Administration is requesting the City Council to initiate by resolution a street vacation procedure for a portion of 2nd Avenue SE for the construction of the Rainier Trail Dog Park. The right of way vacation is needed because the project design is nearly complete and the right of way vacation is required before the final construction permits can be issued.

The location of the right of way vacation is shown in the vicinity map (Exhibit B) and more precisely the legal description (Exhibit A to the resolution and ordinance). The location of the right of way vacation in relation to the proposed dog park is shown in the conceptual dog park (Exhibit D).

The proposed resolution (Exhibit A) sets the public hearing date for Council's regularly scheduled meeting of February 5, 2024.

Section 12.20.030 of the Issaquah Municipal Code (IMC) requires a minimum filing fee of \$150.00 and a minimum appraisal fee of \$1,000 for a vacation. The IMC also allows the City Council to require compensation for the vacated right

of way (IMC 12.20.040(C)). Given that the City's Parks & Community Services Department is requesting the right of way vacation and believes there is a public benefit to the vacation, the City is proposing to waive these fees. The draft ordinance (Exhibit C) approving the street vacation formally waives payment of the filing and appraisal fees and compensation.

**Options/Alternatives**

The option of not vacating a portion of 2nd Avenue SE was considered. Not vacating this portion of 2nd Avenue SE would reduce the size of the proposed dog park. The City does not have any plans to expand 2nd Avenue SE and has no future plans for the right of way. The option of not vacating a portion of 2nd Avenue SE was eliminated because the land is not needed for 2nd Avenue SE and it is needed for the dog park.

**Next Steps**

A public hearing will be conducted on February 5, 2024. At the Regular City Council meeting on ~~Feb. 20, 2024~~ March 4, 2024, the Administration will ask the City Council to authorize the vacation and any conditions by ordinance.

**Financial Information**

The Administration is proposing waiving the minimum filing fee of \$150.00 and the minimum appraisal fee of \$1,000. The Administration is proposing not to seek compensation as allowed under Issaquah Municipal Code 12.20.040(C). The reason for waiving the minimum fees and not requiring compensation is that the dog park is a public benefit.

**Administration's Recommendation**

The Administration recommends approval of the resolution setting the required public hearing on the proposed right of way street vacation for a portion of 2nd Avenue SE at the Jan. 2, 2024 City Council meeting.

The Administration recommends adopting the proposed ordinance approving the right of way vacation at the ~~Feb. 20, 2024~~ Mar. 4, 2024 City Council meeting.

**Update**

**Jan. 2 Update**

At the Jan. 2, 2024 City Council meeting the City Council approved a resolution setting a public hearing date for the proposed street vacation. City staff proceeded to notice the public hearing as required by RCW 35.79.020 and IMC 12.20.040.

At the Feb. 5, 2024 City Council meeting, staff will provide a presentation (Exhibit E) and a public hearing will be conducted.

Given that the Feb. 20, 2024 City Council meeting was canceled, the City Council is requested to take action on the proposed street vacation at the Mar. 4, 2024 City Council meeting.

**Feb. 5 Update**

At the Feb. 5, 2024 City Council meeting the Administration provided a presentation. The public hearing was conducted, and one comment was made requesting the vacation be made for general park use and not specifically a dog park. At the March 4 meeting, the City Council is requested to adopt an ordinance vacating the right of way.

**Alternative(s)**

~~Do not set the public hearing or approve the proposed right of way vacation. (Impact: The City will not be able to develop the dog park as proposed.)~~

~~Do not conduct the public hearing. (Impact: The City will not be able to develop the dog park as proposed.)~~

Do not adopt the ordinance vacating the right of way. (Impact: The City will not be able to develop the dog park as proposed.)

**RECOMMENDATION**

*Administration / Public Works Department:*

MOVE TO:

~~Approve Resolution No. 2024\_\_\_\_\_, setting a public hearing date of February 5, 2024, to consider vacation of right of way for a portion of 2nd Avenue SE.~~

~~n/a (Conduct Public Hearing)~~

Adopt Ordinance No. \_\_\_\_\_, vacating a portion of street right-of-way adjacent to property located along the western side of 2nd Avenue SE between SE Darst Street and SE Donnelly Lane, waiving the filing fee, waiving the appraisal fee, waiving the compensation to be paid for such vacation; directing that a copy of this ordinance be recorded with the King County Office of Records and Elections; and establishing an effective date.

**RESOLUTION NO. 2024-\_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON, SETTING A PUBLIC HEARING DATE OF FEBRUARY 5, 2024 TO CONSIDER VACATION OF RIGHT-OF-WAY FOR A PORTION OF 2ND AVENUE SE.

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WHEREAS, the City of Issaquah may initiate by resolution the vacation of any street or alley or any part thereof when it is in the public interest, in accordance with Chapter 35.79 RCW; and

WHEREAS, the City of Issaquah proposes to construct the Rainier Trail Dog Park located west of 2<sup>nd</sup> Avenue SE near the Issaquah Community Center and a portion of the proposed dog park is located within a portion of the western right of way for 2<sup>nd</sup> Avenue SE between SE Darst Street and SE Donnelly Lane, and more particularly described in Exhibit “A” attached to this resolution and incorporated herein by this reference; and

WHEREAS, the City Council finds it is in the public interest to vacate the portion of 2<sup>nd</sup> Avenue SE described in Exhibit A, and does not have any future plans to use this portion of right of way for improvements to 2<sup>nd</sup> Avenue SE; and

WHEREAS, Chapter 35.79 RCW requires a hearing on such petition, and the date of such hearing must be fixed by resolution of the City Council; and

WHEREAS, the City Council desires to provide notice as required by Chapter 12.20 of the Issaquah Municipal Code (IMC) and to set a public hearing in order to act upon the vacation; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:

Section 1. Notice of Public Hearing. The hearing on the vacation of a portion of 2<sup>nd</sup> Avenue SE described on Exhibit A will be conducted at the City Council Regular Meeting of February 5, 2024, at 7:00 PM at the Council Chambers, 135 East Sunset Way, Issaquah, Washington. The hearing will commence as soon after the beginning of the meeting as the other business of the Council may permit. The City Clerk is instructed to proceed with all proper notice as required by RCW 35.79.020 and IMC 12.20.040.

PASSED by the City Council this 2nd day of January, 2024.

\_\_\_\_\_  
LINDSEY WALSH, COUNCIL PRESIDENT

APPROVED by the Mayor this 2nd day of January, 2024.

\_\_\_\_\_  
MARY LOU PAULY, MAYOR

ATTEST:

\_\_\_\_\_  
TISHA GIESER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RACHEL BENDER TURPIN, CITY ATTORNEY

RESOLUTION NO: 2024-  
AGENDA BILL NO: AB 8687

Exhibits:

- A. Legal Description

**ROAD RIGHT OF WAY VACATION**

**2<sup>ND</sup> AVENUE SE**

A STRIP OF LAND 36.00 FEET IN WIDTH SITUATED WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34;

THENCE NORTH 2°00'03" WEST ALONG THE WEST LINE OF SAID SECTION SUBDIVISION(S) 1294.46 FEET;

THENCE SOUTH 87°59'57" EAST 869.89 FEET MORE OR LESS TO THE EASTERLY MARGIN OF THE RIGHT OF WAY OF THE NORTH BEND BRANCH OF THE NORTHERN PACIFIC RAILWAY AND THE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO THE CITY OF ISSAQUAH PER STATUTORY WARRANTY DEED FILED UNDER KING COUNTY RECORDING NUMBER 8603050362.

THENCE NORTH 14°59'03" WEST ALONG THE WEST MARGIN OF SAID RAILWAY RIGHT OF WAY 130.62 FEET;

THENCE NORTH 75°00'57" EAST 36.00 FEET;

THENCE SOUTH 14°59'03" EAST PARALLEL WITH THE RAILWAY RIGHT OF WAY A DISTANCE OF 141.88 FEET MORE OR LESS TO THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO THE CITY OF ISSAQUAH PER STATUTORY WARRANTY DEED FILED UNDER KING COUNTY RECORDING NUMBER 8603050362.

THENCE NORTH 87°37'18" WEST ALONG SAID NORTH LINE OF SAID CITY TRACT 37.72 FEET MORE OR LESS TO THE POINT OF BEGINNING.

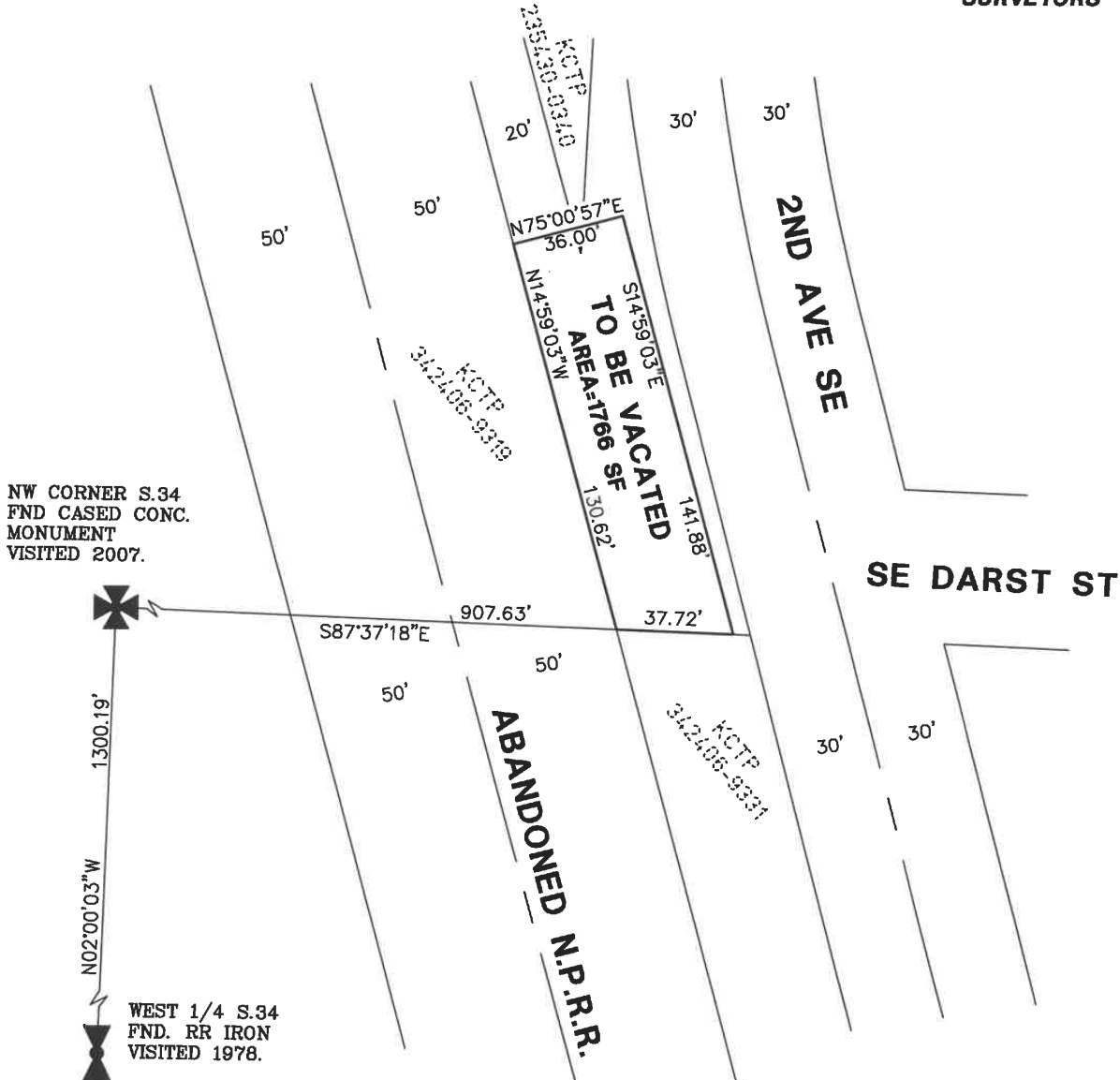
SITUATE IN THE CITY OF ISSAQUAH, COUNTY OF KING, STATE OF WASHINGTON.



*12/12/2024*

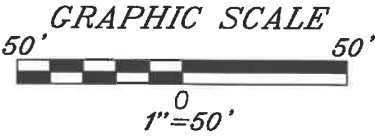
# EASTSIDE CONSULTANTS, INC.

ENGINEERS-  
SURVEYORS



12/12/2024

*BASIS OF BEARING:*  
THE WASHINGTON STATE  
PLANE COORDINATE SYSTEM,  
NAD 83/91, (NORTH ZONE).



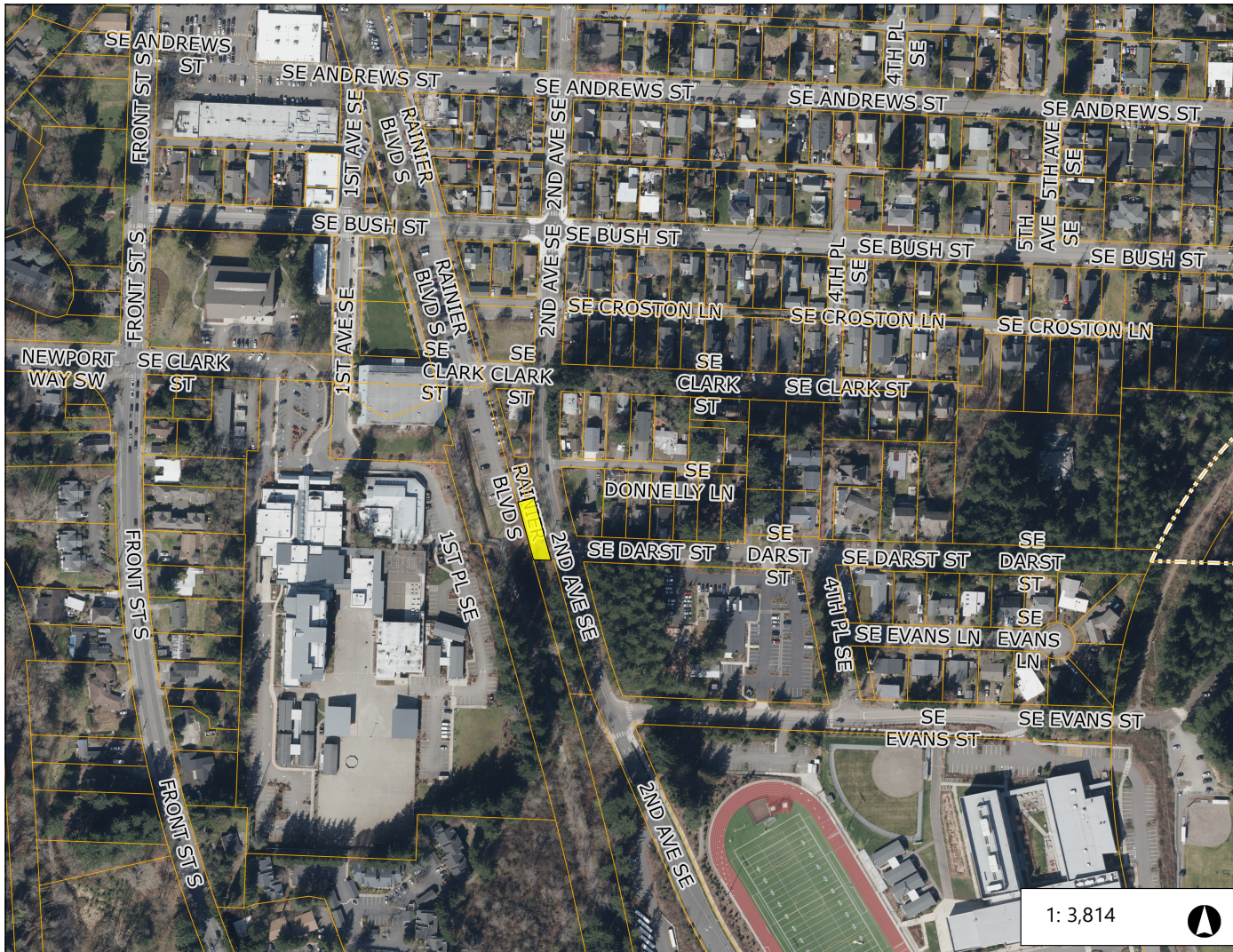


# Right of Way Vacation Area Vicinity Map

### Legend

Parcels

Right of Way Vacation Area



1: 3,814

635.7 0 317.83 635.7 Feet



DISCLAIMER: These maps and other data are for informational purposes and have not been prepared for, nor are they suitable for legal, surveying, or engineering purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The City of Issaquah makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained herein.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF ISSAQUAH, WASHINGTON, VACATING A PORTION OF STREET RIGHT-OF-WAY ADJACENT TO PROPERTY LOCATED ALONG THE WESTERN SIDE OF 2ND AVENUE SE BETWEEN SE DARST STREET AND SE DONNELLY LANE, WAIVING THE FILING FEE, WAIVING THE APPRAISAL FEE, WAIVING THE COMPENSATION TO BE PAID FOR SUCH VACATION; DIRECTING THAT A COPY OF THIS ORDINANCE BE RECORDED WITH THE KING COUNTY OFFICE OF RECORDS AND ELECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the City of Issaquah proposes to construct the Rainier Trail Dog Park located west of 2<sup>nd</sup> Avenue SE near the Issaquah Community Center and a portion of the proposed dog park is located within a portion of the western right of way for 2<sup>nd</sup> Avenue SE between SE Darst Street and SE Donnelly Lane, and more particularly described in Exhibit “A” attached to this ordinance and incorporated herein by this reference; and

WHEREAS, the City of Issaquah does not have any future plans to use this portion of right of way for improvements to 2<sup>nd</sup> Avenue SE; and

WHEREAS, in accordance with Chapter 12.20 of the Issaquah Municipal Code (IMC), the Issaquah City Council passed Resolution No. 2024-\_\_\_\_ on January 2, 2024, initiating the vacation procedure and setting a public hearing regarding this street vacation for February 5, 2024, which is not more than sixty days nor less than twenty days after passage of the resolution; and

WHEREAS, notice of the hearing was given as required by RCW 35.79.020 and IMC 12.20.040; and

WHEREAS, the Issaquah City Council held a public hearing on the street vacation on February 5, 2024, and, after considering any testimony received, and fully considering the

factors listed in IMC 12.20.120, finds that the right of way vacation will benefit the public by unencumbering the property of the right of way easement to allow for use as a park, the right of way is not needed for public travel, conditions are not likely to change in the future so as to provide a greater use or need for the right of way than presently exists; and therefore vacation is appropriate and in the best interest of the public; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

Section 1.     Right-of-Way Vacated. That portion of the 2<sup>nd</sup> Avenue SE right of way legally described on Exhibit A to this ordinance, is hereby vacated, subject to any and all existing easements.

Section 2.     Fees. The petition filing fee in the amount of \$150.00 and the minimum appraisal fee of \$1,000 IMC as required by IMC 12.20.030 are hereby waived.

Section 3.     Compensation. No compensation as allowed under RCW 35.79.030 and IMC 12.20.040 is required.

Section 4.     Recording. The City Clerk is hereby authorized and directed to record a copy of this ordinance with the King County Department of Records and Elections.

Section 5.     Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6.     Effective Date. This Ordinance is not subject to referendum as provided by law and shall be in full force five (5) days after this Ordinance or a summary hereof consisting of the title, is published in the official newspaper of the City; provided, that vacation of

the right-of-way described on Exhibit A shall not become effective until a copy of this ordinance is recorded as provided in Section 4.

Passed by the City Council of the City of Issaquah the 2nd day of January, 2024.

Approved by the Mayor of the City of Issaquah the 2nd day of January, 2024.

\_\_\_\_\_  
MARY LOU PAULY, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
TISHA GIESER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RACHEL BENDER TURPIN, CITY ATTORNEY

PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: / AB 8687

Exhibits: Legal Description

**ROAD RIGHT OF WAY VACATION**

**2<sup>ND</sup> AVENUE SE**

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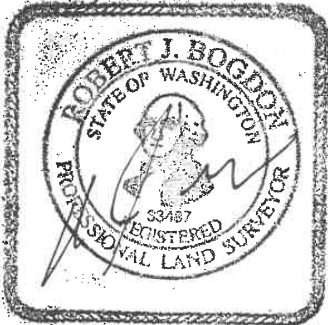
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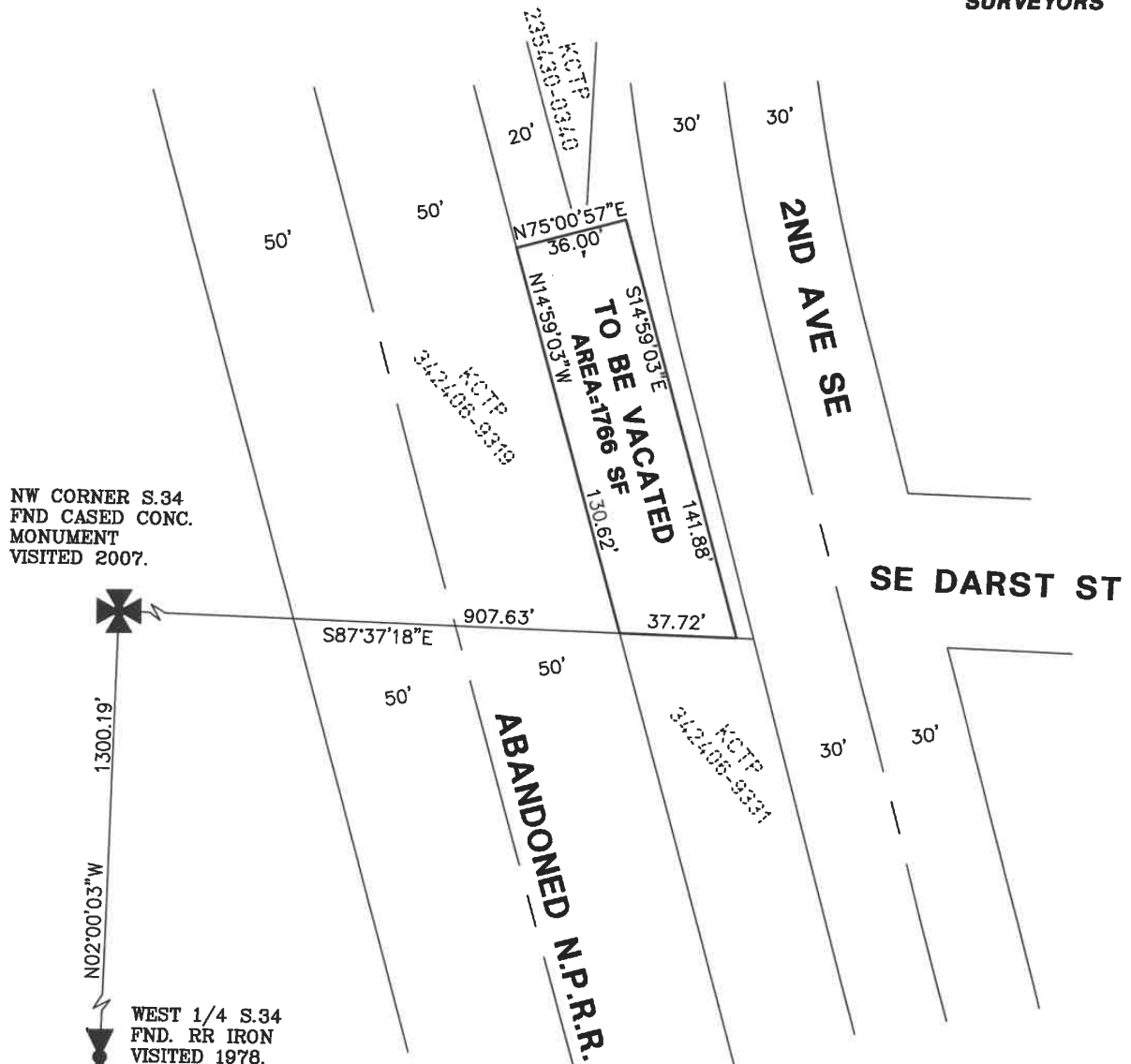
SITUATE IN THE CITY OF ISSAQUAH, COUNTY OF KING, STATE OF WASHINGTON.



*12/12/2024*

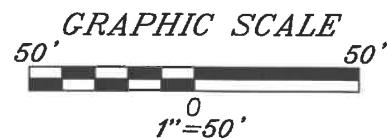
# EASTSIDE CONSULTANTS, INC.

ENGINEERS-  
SURVEYORS



12/12/2024

BASIS OF BEARING:  
THE WASHINGTON STATE  
PLANE COORDINATE SYSTEM,  
NAD 83/91, (NORTH ZONE).



# RAINIER TRAIL DOG PARK CONCEPT MASTER PLAN

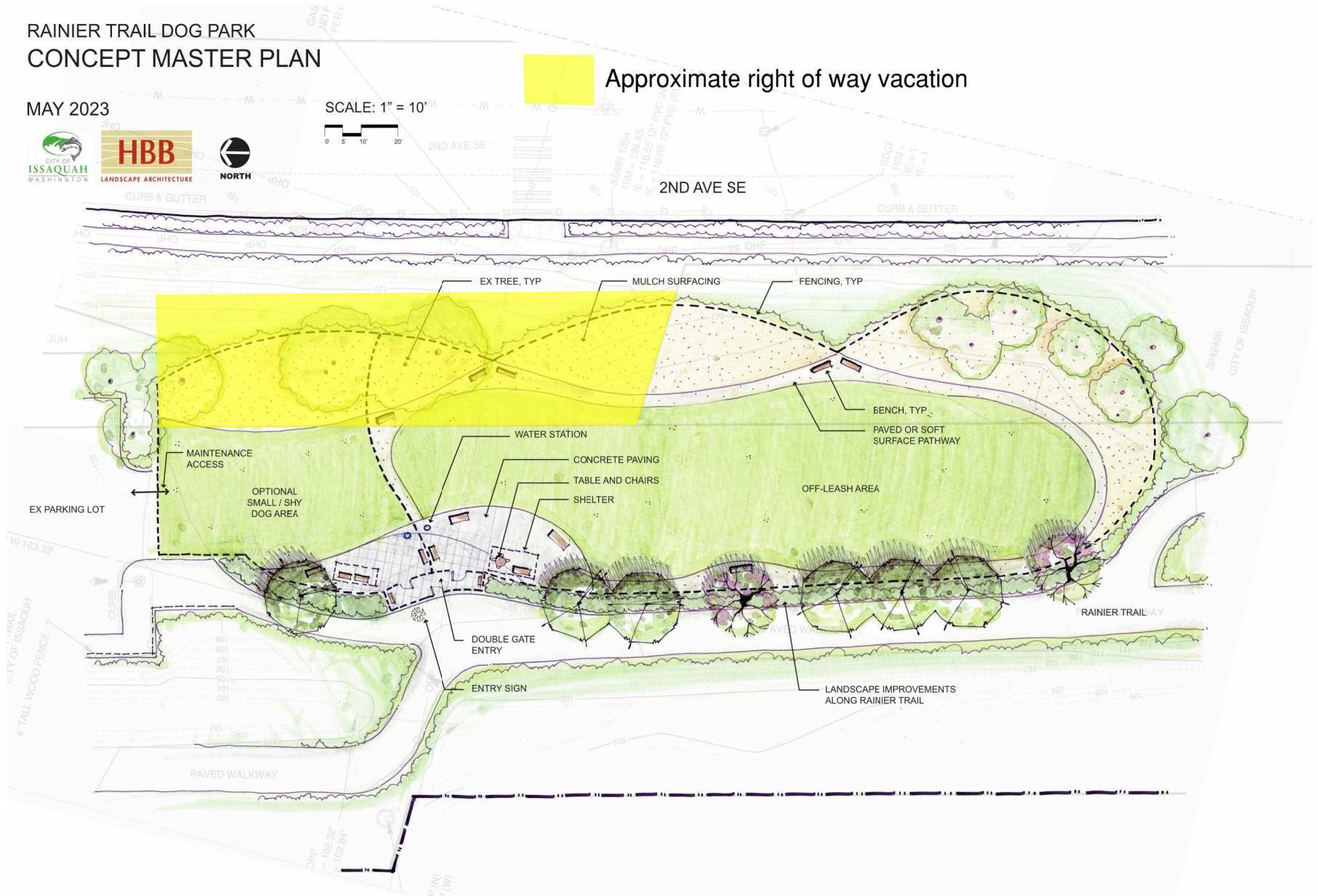
MAY 2023



SCALE: 1" = 10'



Approximate right of way vacation





# AB 8687 Vacation of a Portion of 2<sup>nd</sup> Avenue SE

FEBRUARY 5, 2024 | CITY COUNCIL MEETING

JOHN MORTENSON, TRANSPORTATION  
ENGINEERING MANAGER

# Purpose

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Conduct a public hearing for a street vacation of 2<sup>nd</sup> Avenue SE for the proposed Rainier Trail Dog Park.

# Background

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- Off-leash dog park identified as a priority project in the 2018 Parks Strategic Plan.
- Two-year Dog Park Tour
- 2023-2024 Operating Budget permanent dog park at Community Center
- Portion of dog park located in with right of way for 2<sup>nd</sup> Avenue SE
- No plans to use this right of way for future improvements

# Proposal

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Vacate a portion of 2<sup>nd</sup> Avenue SE for the construction of the Rainier Trail Dog Park.

- Public hearing
- Draft Ordinance waives fees and compensation



# Options

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Not approve the street vacation.

- City would not be able to develop the dog park as proposed.
- Right of way is extra wide at this location.
- No need to use this right of way for 2<sup>nd</sup> Avenue SE.

# Recommendation

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Adopting the proposed ordinance approving the right of way vacation of a portion of 2<sup>nd</sup> Avenue SE at the March 4, 2024 City Council meeting.

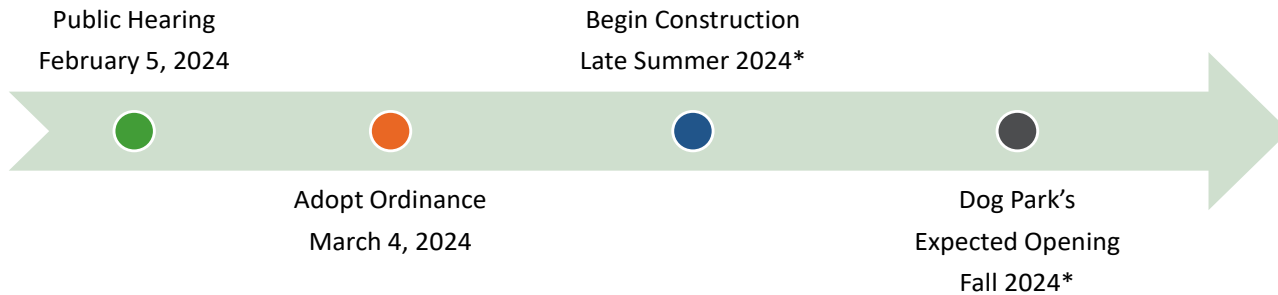
# Timing & Next Steps

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Public Hearing

Ordinance

Construction and Opening



\*Dependent on permit approvals

# Recommendation

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Proceed to forward the ordinance approving the right of way vacation of a portion of 2<sup>nd</sup> Avenue SE to the March 4, 2024 City Council meeting for action.

Direct whether the AB return on Consent or Regular Business.





CITY COUNCIL
AGENDA BILL

City Council Regular Meeting - Mar 04 2024

NEW
AB 8611 -
Consent Calendar

Department of Ecology Local Solid Waste Financial Assistance Grant

Proposed Council Action:
Accept Grant; Authorize Agreement

Table with 2 columns: Item and Value. Items include DEPARTMENT OF OTHER COUNCIL MEETINGS, COMP PLAN POLICY NOS., OTHER POLICIES, EXHIBITS, City Attorney Review, and City Attorney Review Date. Values include PW - Public Works Evan Brumfield, n/a, A. Grant Agreement, Rachel Bender Turpin, and February 28, 2024.

SUMMARY STATEMENT

Introduction

This agenda bill seeks Council authorization to accept the Department of Ecology Local Solid Waste Financial Assistance Program (LSWFA) grant funding for July 1, 2023 - June 30, 2025.

The Washington State Department of Ecology (Ecology) provides funding for local solid waste planning jurisdictions to coordinate and implement solid waste and recycling projects. This is an allocation grant that is available to the City with every state two-year budget cycle and requires matching funds.

Background

Historically, the City has applied for and received LSWFA grant funds for implementation of curbside recycling, multifamily education, sustainable building, commercial recycling, compost education, and other similar types of waste reduction and recycling activities. The City did not accept grant funding in the 2021-23 period due to internal staffing levels making it difficult to manage the grant.

Finalization of the LSWFA grant took longer than expected due to a variety of factors: limited staffing at Ecology, restarting the grant after taking a cycle off with new projects, and coordinating with multiple City staff and consultants. However, Ecology will allow for reimbursement of expenses back to July 1, 2023 for proposed projects.

Proposed Project

The City is requesting LSWFA funding for two projects: expand school recycling programs and promote waste reduction. This funding will be matched with existing funding from the King County Waste Reduction and Recycling Grant.

The City would like to expand assistance to local schools to increase diversion and decrease contamination for both recyclables and compostables. Students who learn proper sustainable behavior at school can have a positive impact on diversion at home. Also, providing education and recycling opportunities to students when young will set them up for positive environmental behaviors throughout their life.

The City would also like to use funding to reduce natural resource consumption and pollution through installing water bottle refilling stations and utilizing reusable, durable cups and utensils at public events such as the Sustainability Fair. The City will also promote zero waste of resources and support the community in reducing waste by making informed consumption choices

Financial Information

The state's share of this grant allocation is \$51,276. The City is required to match 25% (\$17,092) for a total project cost of \$68,368. The matching funding would come from the King County Waste Reduction and Recycling Grant, which was approved by Council on February 6, 2023 in AB 8541. Funding has been included in the Public Works' adopted 2023-24 budget.

Administration's Recommendation

The Administration recommends authorizing acceptance of Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program grant funds in the amount of \$51,276 and execution of the grant agreement.

**Update**

n/a

**Alternative(s)**

Do not authorize the agreement. (Impact: The City would lose access to funding for its solid waste program for this cycle. New funding would not be available until 2025.)

**RECOMMENDATION**

*Administration / Public Works Department:*

**MOVE TO:**

Authorize the Mayor to accept the Department of Ecology Local Solid Waste Financial Assistance (LSWFA) Program grant funds in the amount of \$51,276 and execute the grant agreement.



**Agreement No. SWMLSWFA-2023-Issaqu-00212**

**SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF ISSAQUAH**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CITY OF ISSAQUAH, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

**GENERAL INFORMATION**

Project Title:	P&I City of Issaquah
Total Cost:	\$68,368.00
Total Eligible Cost:	\$68,368.00
Ecology Share:	\$51,276.00
Recipient Share:	\$17,092.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:

The City of Issaquah will spend \$68,368.00 to start or improve recycling and off-site composting at Issaquah schools, and to install water bottle refill stations. This work will result in approximately 25 tons of waste collected for recycling and 40 tons collected for composting. It will also prevent approximately 650 pounds of single-use items, and also provide the many environmental benefits of delivering drinking water via pipes instead of trucks.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and

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laws.

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**RECIPIENT INFORMATION**

Organization Name: CITY OF ISSAQUAH

Federal Tax ID: 91-6001446  
UEI Number: RRHFM9PZJEK3

Mailing Address: PO Box 1307  
Issaquah, WA 98027

Organization Email: evanb@issaquahwa.gov

**Contacts**

<b>Project Manager</b>	<p>Evan Brumfield Environmental Science Assistant</p> <p>1775 12th Ave NW Issaquah, Washington 98027 Email: evanb@issaquahwa.gov Phone: (425) 837-3411</p>
<b>Billing Contact</b>	<p>Evan Brumfield Environmental Science Assistant</p> <p>1775 12th Ave NW Issaquah, Washington 98027 Email: evanb@issaquahwa.gov Phone: (425) 837-3411</p>
<b>Authorized Signatory</b>	<p>Evan M Brumfield Environmental Science Assistant</p> <p>1775 12th Ave NW Issaquah, Washington 98027 Email: evanb@issaquahwa.gov Phone: (425) 837-3411</p>

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**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Solid Waste Management  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Solid Waste Management  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	<p>Diana Wadley</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: <a href="mailto:dwad461@ecy.wa.gov">dwad461@ecy.wa.gov</a> Phone: (425) 429-4639</p>
<b>Financial Manager</b>	<p>Diana Wadley</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: <a href="mailto:dwad461@ecy.wa.gov">dwad461@ecy.wa.gov</a> Phone: (425) 429-4639</p>

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**SCOPE OF WORK**

Task Number: 1 **Task Cost:** \$33,333.33

Task Title: Business Recycling/Waste Prevention

Task Description:

After the pandemic, many recycle and organics bins were no longer in use at schools, and Issaquah School District staffing changed. RECIPIENT, with the assistance of a consultant, will help learning institutions within the Issaquah city limits start recycling and composting programs and teach students how to use them. Learning institutions may include but are not limited to childcare centers, youth programs, and other public or private schools.

RECIPIENT will consider the King County Green Schools program and associated resources (such as free bins and signage) and utilize them where able. RECIPIENT will work with relevant school staff such as custodians and cafeteria staff when reinstating recycling and organics collection. RECIPIENT will monitor both interior bins and exterior dumpsters for program efficacy.

Costs Eligible for Reimbursement

- Staff salaries and benefits, and indirect up to 30%
- Contractor staff time
- Costs for flyers, posters, translations, collection bins (excluding bins for landfill-bound materials), and related accessories such as lids, strainers, and scales. RECIPIENT must first check with King County Green Schools and utilize materials from them where appropriate.
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Overtime unless the individual spent 100% of their time on LSWFA activities in the core 40-hour work week
- Costs not supported with required documentation

Items that are considered entertainment are not eligible for reimbursement such as gift cards and movie tickets. Items that fall within the parameters of a “giveaway” status may be allowed when they are:

1. Pre-approved by ECOLOGY.
2. Relevant to the task and support the task’s message.
3. Promote an environmental action.
4. Received by a “participant” in the LSWFA program or task.
5. Minimal in cost.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

Reimbursement for costs incurred by contractors to implement work identified in this task are subject to the same eligibility and reimbursement requirements as RECIPIENT, and require ECOLOGY approval.

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**Task Goal Statement:**

The goal of the task is to protect the environment through diversion of recyclable or compostable materials.

**Task Expected Outcome:**

- With the task budget, RECIPIENT estimates,
- 25 tons of solid waste collected for recycling
  - 40 tons of organic waste collected for composting

RECIPIENT intends to measure the outcomes by performing pre- and post-outreach outside dumpster checks at the targeted properties and calculating the difference over a period of time (such as a week, month or quarter), then extrapolating the data to show assumed continued change over the grant period as explained in Appendix E of the LSWFA Guidelines. To estimate the amount diverted, each check will occur just prior to the hauler's servicing of the bin(s) and will note the utilized volume of bins and frequency of service for the recycling and organics streams.

RECIPIENT uses the following assumptions: 96 lbs./cubic yard of commingled recycling, 443 lbs./cubic yard of organics, 2,000 pounds/ton, and 202 gallons/cubic yard.

**Recipient Task Coordinator:** Julie Wartes

**Business Recycling/Waste Prevention**

**Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

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**SCOPE OF WORK**

Task Number: 2 **Task Cost:** \$35,034.67

Task Title: Waste Prevention/Reuse

Task Description:

RECIPIENT will support the community to prevent waste and reduce upstream impacts of materials by installing water bottle refill stations which will include a water fountain when possible. RECIPIENT may also rent similar stations for large public events such as Salmon Days. The RECIPIENT may also implement the use of closed-system reusables at events such as cups used and retained in a beer garden and reused instead of disposed.

Costs Eligible for Reimbursement

- Contractor or vendor costs (e.g. for stations and installation thereof, rental of event refill stations, or durables service)
- Staff salaries and benefits, and indirect up to 30%
- Promotional materials (e.g. design, printing, signage, digital)
- Durable, reusable items to displace single-use items, and costs for use
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Overtime unless the individual spent 100% of their time on LSWFA activities in the core 40-hour work week
- Costs not supported with required documentation

Purchases of a single functional unit or system with a useful life of more than one year and an acquisition cost of \$5,000 or more are considered equipment. Note that acquisition cost includes installation. Equipment purchases must be pre-approved by Ecology in writing. RECIPIENT must report equipment on an Equipment Purchase Report, track equipment’s location and use, provide storage and maintenance per manufacturer's instruction at RECIPIENT's expense, and work with ECOLOGY regarding disposition at the end of the grant.

Reimbursement for costs incurred by contractors are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials, and must provide a draft copy for review and approval 10 business days prior to production and distribution of materials.

Task Goal Statement:

The goal of this task is to reduce natural resource consumption and pollution by promoting zero waste of resources and supporting the community in reducing waste from single-use items and making informed consumption choices.

Task Expected Outcome:

With the task budget, RECIPIENT estimates,

- 650 pounds of waste prevented

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RECIPIENT will track waste prevented by utilizing built-in counters (water meters) on water bottle refill stations that offer that feature. For those refill stations that do not offer a counter feature, RECIPIENT will ensure placement at places with high potential for use (such as sports fields) and will physically monitor initial usage (while promoting usage via methods like tabling nearby). If actual usage seems to fit anticipated usage, RECIPIENT may apply a manufacturer estimate of 20,000 bottles/year per unit. To calculate waste prevented, all bottles counted via the above methods are considered to hold 16.9 ounces of water and will be multiplied by a standard .022 pounds of plastic waste per bottle avoided (<https://www.thecalculatorsite.com/conversions/common/water-weight.php>).

RECIPIENT will further track waste prevented by the use of closed-system durables used at public events by monitoring the number of durable cups or similar used and multiplying by the average weight of the disposable item it replaced.

Recipient Task Coordinator: Julie Wartes

**Waste Prevention/Reuse**

**Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	



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**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
City of Issaquah	25.00 %	\$ 17,092.00	\$ 51,276.00	\$ 68,368.00
<b>Total</b>		<b>\$ 17,092.00</b>	<b>\$ 51,276.00</b>	<b>\$ 68,368.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY’s Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

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debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.gov>.

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C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#)  [<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#)  [<https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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**GENERAL TERMS AND CONDITIONS**

**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS  
 For DEPARTMENT OF ECOLOGY GRANTS and LOANS  
 07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to “covered technology.” This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology’s public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

#### 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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#### 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY’s web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions





**CITY COUNCIL  
AGENDA BILL**

City Council Regular Meeting - Mar 04 2024

NEW  
AB 8718 -  
Consent Calendar

**Easement with Puget Sound Energy for Power  
Connection to SPAR Booster Pump Station**

**Proposed Council Action:  
Authorize**

<b>DEPARTMENT OF</b>	PW - Public Works Matt Ellis
<b>OTHER COUNCIL MEETINGS</b>	n/a
<b>COMP PLAN POLICY NOS.</b>	n/a
<b>OTHER POLICIES</b>	n/a
<b>EXHIBITS</b>	A. Easement
<b>City Attorney Review</b>	Eileen Keiffer
<b>City Attorney Review Date:</b>	October 23, 2023

**SUMMARY STATEMENT**

**Introduction**

This agenda bill requests City Council authorization to grant Puget Sound Energy (PSE) an easement for power through City right of way and parcels 5279100850 and 2724069126, to provide power to the SPAR Booster Pump Station.

**Background**

The City is in the process of completing the SPAR Booster Pump Station, a 3,000 gallon-per-minute booster pump station (BPS) and transmission piping to increase overall reliability and provide redundancy within the City's water system. An agenda bill to accept this work will be presented to the City Council later this spring. As part of this project, power was extended within the Issaquah-Preston trail and through City parcels 5279100850 and 2724069126 to the SPAR Booster Pump Station site, to provide power to the booster pump station.

**Proposal**

The Administration requests City Council approval of the proposed easement (Exhibit A). An easement is needed to authorize PSE to maintain their installed facilities, to support continued operation of the pump station.

PSE has agreed to the draft easement, attached as Exhibit A, which includes a legal description and detailed map of the easement area.

**Financial Information**

There are no financial impacts to authorizing this easement with PSE.

**Administration's Recommendation**

The Administration recommends City Council authorize the Mayor to enter into and execute the easement with PSE within parcels 5279100850 and 2724069126, to provide power to the SPAR Booster Pump Station as presented in Exhibit A.

**Update**

n/a

**Alternative(s)**

Do not grant the easement. (Impact: PSE would not be able to maintain their facilities installed to support the operation of the SPAR booster pump station.)

**RECOMMENDATION**

*Administration / Public Works Department:*

MOVE TO: Authorize the Mayor to enter into and execute the easement with PSE within parcels 5279100850 and 2724069126, to provide power to the SPAR Booster Pump Station.

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
 Attn: ROW Department (MB)  
 PO Box 97034 / BEL-08W  
 Bellevue, WA 98009-9734



**EASEMENT**

REFERENCE #:  
 GRANTOR (Owner): **CITY OF ISSAQUAH**  
 GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
 SHORT LEGAL: **Por. of S27, T24N, R06E, King County**  
 ASSESSOR'S PROPERTY TAX PARCEL: **2724069126 & 5279100850**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF ISSAQUAH, a Washington municipal corporation** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

PSE Easement 2014  
 WO# 105091541 RW-113180  
 Page 1 of 4

**3. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**4. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**7. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: **CITY OF ISSAQUAH, a Washington municipal corporation**

By: \_\_\_\_\_  
(name)

Its: \_\_\_\_\_  
(title)

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person(s) who signed as \_\_\_\_\_, of **CITY OF ISSAQUAH, a Washington municipal corporation**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"  
 LEGAL DESCRIPTION  
 APN: 2724069126 & 5279100850

PARCEL 2724069126

ALL THAT PORTION OF THE HEREIN AFTER DESCRIBED PARCEL "A" LYING EASTERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS HES) 820+30.73 ON THE SR 90 LINE SURVEY OF SR 90, EAST ISSAQUAH INTERCHANGE VIC., AND 396.36 FEET EASTERLY THEREFROM; THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES 827+21.19 ON SAID LINE SURVEY AND 400 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHERLY TO A POINT OPPOSITE HES 831+21.19 ON SAID LINE SURVEY AND 200 FEET NORTHEASTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

PARCEL A

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE SOUTHLINE OF SAID SUBDIVISION 329.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 660 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 660 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 660 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SUBDIVISION 660 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

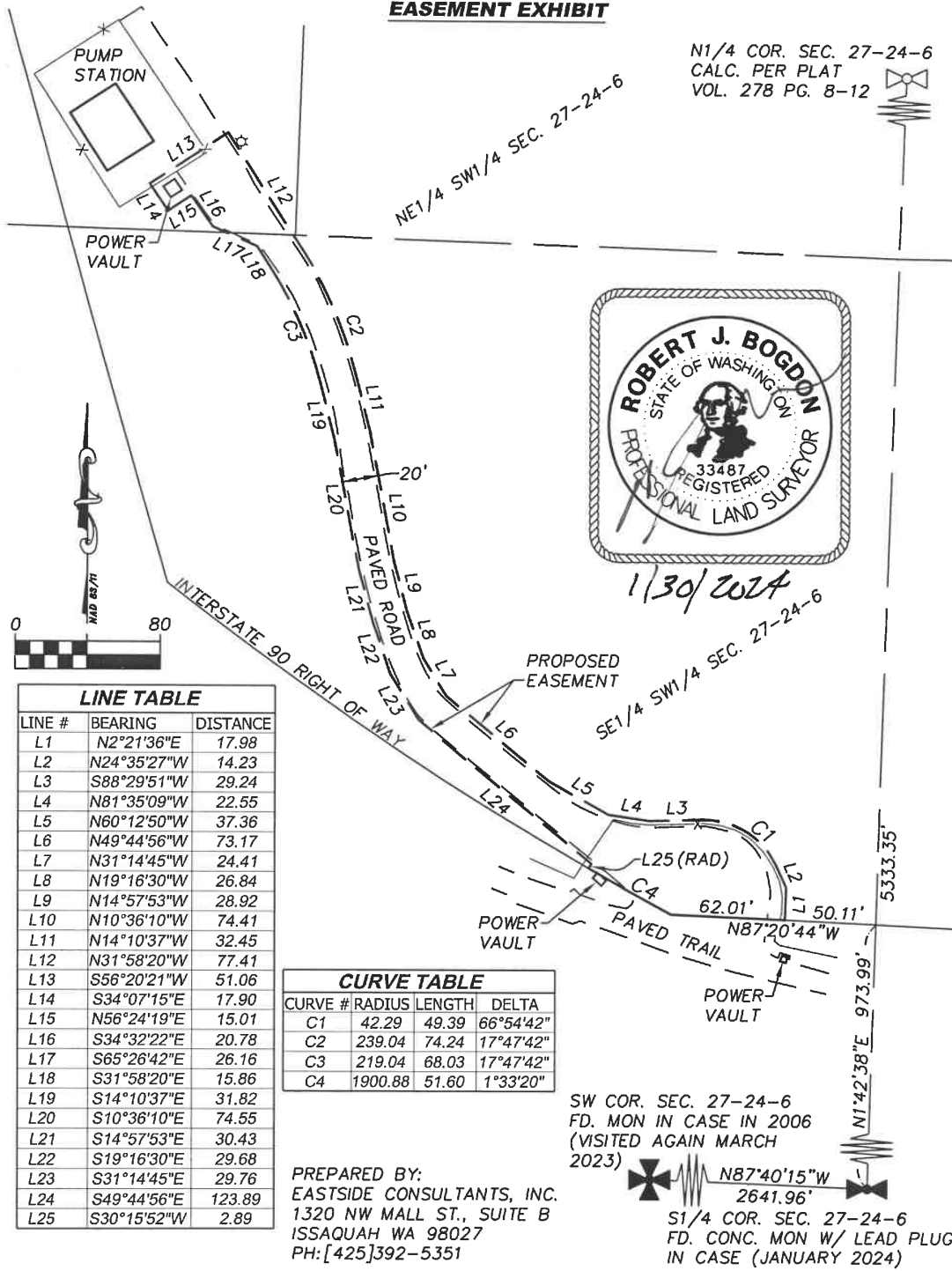
PARCEL 5279100850

ALL THAT PORTION OF LOTS 1 AND 4, INCLUSIVE, BLOCK 10. MCCLOSKEY'S ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 21 OF PLATS, PAGE 34, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREIN REFERRED TO AS HES) 829+21.19 ON SR 90 LINE SURVEY OF SR 90, EAST ISSAQUAH INTERCHANGE VIC., AND 400 FEET NORTHEASTERLY THEREFROM; THENCE SOUTHERLY TO A POINT OPPOSITE HES 831+21.19 ON SAID LINE SURVEY AND 200 FEET NORTHEASTERLY THEREFROM; THENCE EASTERLY AND PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE HES 834+86.94 ON SAID LINE SURVEY; THENCE EASTERLY TO A POINT OPPOSITE HES 837+97.24 AND 297.14 FEET NORTHEASTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

TRACT 4

ALL THAT PORTION OF ACRE TRACTS, LOTS 1, 2, AND 3, OF ISSAQUAH PARK (VACATED), AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 45, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS HES) 834+86.4 ON THE SR 90 LINE SURVEY OF SR 90, EAST ISSAQUAH INTERCHANGE VIC., AND 200 FEET NORTHEASTERLY THEREFROM; THENCE EASTERLY TO A POINT OPPOSITE HES 837+97.24 AND 297.14 FEET NORTHEASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 837+89.60 ON SAID LINE SURVEY AND 688.61 FEET NORTHEASTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

**EXHIBIT B  
EASEMENT EXHIBIT**



**LINE TABLE**

LINE #	BEARING	DISTANCE
L1	N2°21'36"E	17.98
L2	N24°35'27"W	14.23
L3	S88°29'51"W	29.24
L4	N81°35'09"W	22.55
L5	N60°12'50"W	37.36
L6	N49°44'56"W	73.17
L7	N31°14'45"W	24.41
L8	N19°16'30"W	26.84
L9	N14°57'53"W	28.92
L10	N10°36'10"W	74.41
L11	N14°10'37"W	32.45
L12	N31°58'20"W	77.41
L13	S56°20'21"W	51.06
L14	S34°07'15"E	17.90
L15	N56°24'19"E	15.01
L16	S34°32'22"E	20.78
L17	S65°26'42"E	26.16
L18	S31°58'20"E	15.86
L19	S14°10'37"E	31.82
L20	S10°36'10"E	74.55
L21	S14°57'53"E	30.43
L22	S19°16'30"E	29.68
L23	S31°14'45"E	29.76
L24	S49°44'56"E	123.89
L25	S30°15'52"W	2.89

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA
C1	42.29	49.39	66°54'42"
C2	239.04	74.24	17°47'42"
C3	219.04	68.03	17°47'42"
C4	1900.88	51.60	1°33'20"

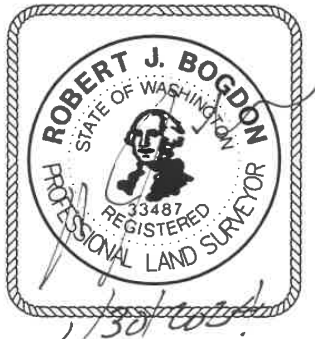
PREPARED BY:  
EASTSIDE CONSULTANTS, INC.  
1320 NW MALL ST., SUITE B  
ISSAQUAH WA 98027  
PH: [425]392-5351

**EXHIBIT B**  
**EASEMENT DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27, THENCE N01°42'38"E ALONG THE NORTH - SOUTH CENTERLINE OF SAID SECTION 27 A DISTANCE OF 973.99 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF INTERSTATE 90, AS DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20210812000480;  
THENCE N87°20'44"W ALONG SAID RIGHT OF WAY MARGIN A DISTANCE OF 50.11 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE N02°21'36"E A DISTANCE OF 17.98 FEET;  
THENCE N24°35'27"W A DISTANCE OF 14.23 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 42.29 FEET, THROUGH A CENTRAL ANGLE OF 66°54'42", AN ARC LENGTH OF 74.24 FEET;  
THENCE S88°29'51"W A DISTANCE OF 29.24 FEET;  
THENCE N81°35'09"W A DISTANCE OF 22.55 FEET;  
THENCE N60°12'50"W A DISTANCE OF 37.36 FEET;  
THENCE N49°44'56"W A DISTANCE OF 73.17 FEET;  
THENCE N31°14'45"W A DISTANCE OF 24.41 FEET;  
THENCE N19°16'30"W A DISTANCE OF 26.84 FEET;  
THENCE N14°57'53"W A DISTANCE OF 28.92 FEET;  
THENCE N10°36'10"W A DISTANCE OF 74.41 FEET;  
THENCE N14°10'37"W A DISTANCE OF 32.45 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 239.04 FEET, THROUGH A CENTRAL ANGLE OF 17°47'42", AN ARC LENGTH OF 74.24 FEET;  
THENCE N31°58'20"W A DISTANCE OF 77.41 FEET;  
THENCE S56°20'21"W A DISTANCE OF 51.06 FEET;  
THENCE S34°07'15"E A DISTANCE OF 17.90 FEET;  
THENCE N56°24'19"E A DISTANCE OF 15.01 FEET;  
THENCE S34°32'22"E A DISTANCE OF 20.78 FEET;  
THENCE S65°26'42"E A DISTANCE OF 26.16 FEET;  
THENCE S31°58'20"E A DISTANCE OF 15.86 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 219.04 FEET, THROUGH A CENTRAL ANGLE OF 17°47'42", AN ARC LENGTH OF 68.03 FEET;  
THENCE S14°10'37"E A DISTANCE OF 31.82 FEET;  
THENCE S10°36'10"E A DISTANCE OF 74.55 FEET;  
THENCE S14°57'53"E A DISTANCE OF 30.43 FEET;  
THENCE S19°16'30"E A DISTANCE OF 29.68 FEET;  
THENCE S31°14'45"E A DISTANCE OF 29.76 FEET;  
THENCE S49°44'56"E A DISTANCE OF 123.89 FEET;  
THENCE S30°15'52"W A DISTANCE OF 2.89 FEET MORE OR LESS TO SAID NORTHEASTERLY RIGHT OF WAY MARGIN, BEING A POINT ON A CURVE WHOSE RADIUS POINT BEARS N30°15'52"E A DISTANCE OF 1900.88 FEET;  
THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY MARGIN AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°33'20", AN ARC LENGTH OF 51.60 FEET;  
THENCE S87°20'44"E ALONG SAID RIGHT OF WAY MARGIN A DISTANCE OF 62.01 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ISSAQUAH, COUNTY OF KING, STATE OF WASHINGTON.



PREPARED BY:  
EASTSIDE CONSULTANTS, INC.  
1320 NW MALL ST., SUITE B  
ISSAQUAH WA 98027  
PH: [425]392-5351





CITY COUNCIL
AGENDA BILL

City Council Regular Meeting - Mar 04 2024

NEW
AB 8719 -

Consent Calendar

Amendments to IMC 9.10 Regarding Firearm Regulation

Proposed Council Action: Adopt Ordinance

Table with 2 columns: Department/Meeting/Policy/Exhibits/Review and City Clerk's Office/Chris Grabowski/n/a/n/a/n/a/A. Proposed Ordinance/Rachel Turpin/February 9, 2024

SUMMARY STATEMENT

Introduction

This agenda bill seeks City Council authorization to amend Chapter 9.10 of the Issaquah Municipal Code (IMC) to adopt certain provisions of Chapter 98.41 of the Revised Code of Washington (RCW) regulating firearms within the City.

Background

Pursuant to RCW 9.41.290, the state of Washington fully occupies and preempts the entire field of firearm regulation (RCW 9.41.290). This means that cities may not enact ordinances that are inconsistent with, more restrictive than, or exceed the requirements of state law.

In 2022, the Washington State legislature approved legislation that would prohibit the open carry of firearms in public buildings where meetings are being held. Specific highlights of that legislation are:

- RCW 9.41.305(1)(b) (effective June 9, 2022) forbids the open carry of a firearm in city buildings "used in connection with meetings of the governing body of the city ... or any location of a public meeting or hearing of the governing body of a city ... during the hearing or meeting."
- The city must post signs providing notice of the restriction on possession of firearms and other weapons. RCW 9.41.305(6).
- The definition of "governing body" includes not only the city council but also boards, commissions, committees, and other policy or rule-making bodies of the city.
- The prohibition applies to the entire building where a meeting of the government body is held, even when the meeting is not currently in progress.
- First violation is a misdemeanor; 2nd and subsequent violations are a gross misdemeanor.

However, to prosecute violations of this new law, the City must adopt the state law by reference into its municipal code.

State law also prohibits the open carry of firearms in chambers while Municipal Court is in session.

Additionally, Chapter 9.41 RCW establishes other various restrictions on the sale, possession, and use of firearms and sets penalties therefore, including:

- RCW 9.41.040 - unlawful possession of a firearm (class C felony or civil infraction penalties based on exact nature of unlawful possession).
- RCW 9.41.050 - Carry of concealed firearms without a permit (misdemeanor)
- RCW 9.41.110 - Dealer sale of firearm in violation of RCW 9.41.080 (class C felony)
- RCW 9.41.115 - Unlawful sales or transfers of firearms (first violation gross misdemeanor, subsequent violation is a class C felony)
- RCW 9.41.171 - Unlawful possession by non-citizen (class C felony)
- RCW 9.41.190 - Unlawful manufacture, possession, sale, purchase, loan or transport of unlawful firearms or firearm parts (class C felony)

- RCW [9.41.230](#) - Improper aiming or discharge of firearms or dangerous weapons (gross misdemeanor)
- RCW [9.41.325](#) - Allowing, aiding, or abetting the manufacture or assembly of an undetectable or untraceable firearm (first violation gross misdemeanor, subsequent violation is a class C felony)

While laws like this are in effect statewide regardless of whether they have been adopted by the City, issues may arise with enforcement if those statutes have not been formally adopted by reference in the municipal code.

**Proposal**

This agenda bill seeks City Council adoption of the proposed ordinance (Exhibit A) to amend Chapter 9.10 of the Issaquah Municipal Code (IMC) to adopt certain provisions of Chapter 98.41 of the Revised Code of Washington (RCW) regulating firearms within the City.

The City has not yet formally adopted by reference any provisions of Chapter 9.41. This means that the City may have trouble enforcing any firearm related misdemeanor, gross misdemeanor, or civil infraction that are included in the RCW. The proposed ordinance adopts by reference all sections of Chapter 9.41 RCW that constitute civil infractions, misdemeanors, or gross misdemeanors, as well as those that are necessary for the investigation, arrest, prosecution, sentencing, confinement, and enforcement of the same. It also adopts class C felony crimes set forth in Chapter 9.41 RCW for the purposes of charging an attempt to commit any of those crimes, since attempt to commit a Class C felony is a gross misdemeanor. Adoption of this ordinance will formally bestow jurisdiction on the City to enforce violations of state law in the Issaquah Municipal Court.

As part of these amendments, the open carry of firearms will be restricted in the City Council Chambers during any meetings of the City Council or Council Committees and boards and commissions (Planning Policy Commission and Development Commission) meeting there.

**Options/Alternatives**

- 1) Adopt the proposed ordinance as recommended. The City would have strong legal footing to prosecute violations of state firearms laws that occur within City limits.
- 2) Adopt portions of the proposed ordinance. The City would have authority to prosecute violations of those sections of chapter 9.41 RCW that are officially adopted.
- 3) Do not adopt the proposed ordinance. The City may lack jurisdiction to prosecute any violations of chapter 9.41 RCW that occur within City limits.

**Next Steps**

The ordinance will become effective 30 days after passage. A sign stating that open carry of weapons is prohibited will be posted in the lobby of the City Council Chambers as required.

**Financial Information**

There are no anticipated budgetary impacts.

**Administration's Recommendation**

The Administration recommends approval of the proposed ordinance amending Chapter 9.10 IMC to adopt state firearm statutes by reference.

**Update**

n/a

**Alternative(s)**

- 1) Adopt portions of the proposed ordinance. (Impact: The City would only have authority to prosecute violations of those sections of Chapter 9.41 RCW that are officially adopted.)
- 2) Do not adopt the proposed ordinance. (Impact: The City may lack jurisdiction to prosecute any violations of Chapter 9.41 RCW that occur within City limits.)

**RECOMMENDATION**

*Administration / City Clerk's Office:*

MOVE TO: Adopt Ordinance No. \_\_\_\_\_, amending Chapter 9.10 of the Issaquah Municipal Code regarding firearms and dangerous weapons, to adopt a new Section 9.10.060 regarding adoption of state firearms statutes by reference.

**ORDINANCE NO. \_\_\_\_**

AN ORDINANCE OF THE CITY OF ISSAQUAH, WASHINGTON, AMENDING CHAPTER 9.10 OF THE ISSAQUAH MUNICIPAL CODE REGARDING FIREARMS AND DANGEROUS WEAPONS, TO ADOPT A NEW SECTION 9.10.060 REGARDING ADOPTION OF STATE FIREARMS STATUTES BY REFERENCE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, Washington state fully occupies and preempts the entire field of firearm regulation the City of Issaquah (City) may enact only those laws and ordinances relating to firearms that are specifically authorized by state law; and

WHEREAS, Chapter 9.10 of the Issaquah Municipal Code (IMC) sets forth the City of Issaquah’s firearm regulations; and

WHEREAS, RCW 35A.12.140 authorizes the City to adopt Washington state statutes by reference for the purpose of local enforcement of such statutes; and

WHEREAS, the City of Issaquah desires to amend Chapter 9.10 IMC to adopt by reference various state statutes relating to firearms; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

Section 1. Issaquah Municipal Code Section 9.10.060 Adopted. Chapter 9.10 of the Issaquah Municipal Code, “Firearms and Dangerous Weapons,” is hereby amended to adopt a new section 9.10.060 to read as follows:

**9.10.060 State statutes adopted by reference.**

The following sections of the RCW as they now exist or may hereafter be amended, renumbered or recodified, whether in the same or different section, chapter or

title of the RCW, are hereby adopted by reference as a part of the IMC and established in all respects as though such sections were set forth herein in full; and further provided, the inclusion of section captions is for convenience in identifying the subject of code sections only, and any error therein does not affect the validity of the adoption by reference of the section so adopted:

RCW 9.41.010 Terms defined.

RCW 9.41.050 Carrying firearms.

RCW 9.41.060 Exceptions to restrictions on carrying firearms.

RCW 9.41.090 Dealer deliveries regulated – Hold on delivery – Fees authorized.

RCW 9.41.113 Firearm sales or transfers—Background checks—Requirements—Exceptions.

RCW 9.41.115 Penalties—Violations of RCW 9.41.113.

RCW 9.41.140 Alteration of identifying marks – Exceptions.

RCW 9.41.171 Alien possession of firearms—Requirements—Penalty.

RCW 9.41.190 Unlawful firearms—Exceptions.

RCW 9.41.220 Unlawful firearms and parts contraband.

RCW 9.41.230 Aiming or discharging firearms, dangerous weapons.

RCW 9.41.240 Possession of pistol by person from eighteen to twenty-one.

RCW 9.41.250 Dangerous weapons – Penalty.

RCW 9.41.251 Dangerous weapons – Application of restrictions to law enforcement, firefighting, rescue, and military personnel.

RCW 9.41.260 Dangerous exhibitions.

RCW 9.41.270 Weapons apparently capable of producing bodily harm – Unlawful carrying or handling – Penalty – Exceptions.

RCW 9.41.280 Possessing dangerous weapons on school facilities – Penalty – Exceptions.

RCW 9.41.282 Possessing dangerous weapons on child care premises – Penalty – Exceptions.

RCW 9.41.284 Possessing dangerous weapons at voting facilities—Penalty—Exceptions.

RCW 9.41.300 Weapons prohibited in certain places – Local laws and ordinances – Exceptions – Penalty.

RCW 9.41.305 Open carry of weapons prohibited on state capitol grounds and municipal buildings.

RCW 9.41.325 Undetectable or untraceable firearms – Penalties.  
RCW 9.41.360 Unsafe storage of a firearm.  
RCW 9.41.810 Penalty.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force thirty (30) days after passage.

Passed by the City Council of the City of Issaquah, the \_\_\_ day of \_\_\_, 2024.

Approved by the Mayor of the City of Issaquah, the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MARY LOU PAULY, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
TISHA GIESER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RACHEL BENDER TURPIN, CITY ATTORNEY

PUBLISHED:  
EFFECTIVE DATE:

ORDINANCE NO.: / AB





**CITY COUNCIL  
AGENDA BILL**

City Council Regular Meeting - Mar 04 2024

NEW  
AB 8733 -  
Consent Calendar

**Tibbetts Crossing (Silverado) Development Agreement Affordable Housing Amendment**

**Proposed Council Action:  
Approve Resolution**

**DEPARTMENT OF**  
**OTHER COUNCIL MEETINGS**  
**COMP PLAN POLICY NOS.**  
**OTHER POLICIES**  
**EXHIBITS**  
**City Attorney Review**  
**City Attorney Review Date:**

Community Planning & Development Valerie Porter  
n/a  
n/a  
n/a  
A. Proposed Resolution

**SUMMARY STATEMENT**

**Introduction**

This agenda bill seeks City Council approval to amend the Silverado Development Agreement to establish construction responsibility of the affordable housing units to the property owner and identify the percent of area median income (AMI) for the required affordable units, which was not previously determined.

**Background**

In April 2016, an application for a development agreement (Application DA16-00002) was submitted requesting to develop a clustered subdivision of a 21.94-acre parcel located at 7932 Renton-Issaquah RD SE into 20 single-family lots. The Issaquah Municipal Code cluster housing provisions require parcels of land totaling five or more acres to obtain a development agreement, which is approved by the City Council. On December 19, 2016, the City Council approved the Silverado Development Agreement (Resolution No. 2016-20), which entered the City into an agreement with the owner(s) of the parcel.

The Silverado Development Agreement requires the project, currently known as Tibbetts Crossing, to provide affordable housing as outlined in the cluster housing provisions. The Silverado Development Agreement states the following:

***2. Cluster Housing Development.*** *Maximum allowable density on the Property shall not exceed 20 dwelling units. The clustered housing development will consist of individual platted lots within the developable areas identified on Attachment 2, including two parcels deeded to the City for affordable housing. The Open Space Tract will be owned in common by the neighborhood and encumbered by a Native Growth Protection Easement.*

***9.Subdivision.*** *Owner's agent has submitted an application for a cluster housing subdivision, which shall be consistent with the subject to this Agreement. Lot size and setback reductions shall be allowed in accordance with IMC 18.07.420. Owner shall also set aside and record a deed restriction or covenant by which 2 of the lots will be dedicated to the City and developed in the future as affordable housing. Owner shall also record a deed restriction or covenant by which these parcels shall only be made available for (a) Affordable Housing, as defined in IMC 18.21.020 or, (b) housing for persons with disabilities; as solely determined by the City. Final lot layout and locations will be determined in the Preliminary Plat process.*

In September 2020, the City Council approved an amendment to the Silverado Development Agreement to authorize the Community Planning and Development Director to review and approve the final trail easement prior to recording. At that time, revisions to the development agreement were not shown. The attached draft development agreement shows the proposed changes to the sections referenced above, as well as, the Regional Trail Easement section that was previously approved by AB 8008 (link [here](#)).

Per IMC 18.07.420 Cluster Housing Standards, the project is required to provide affordable housing. The Development Agreement states the Owner must set aside two individual platted lots to be deed restricted for affordable housing and "dedicated to the City and developed in the future". Currently, it is unclear who is responsible for constructing the required two affordable homes and what percentage the AMI should be recorded at.

On January 28, 2020, an open record hearing for the preliminary plat was held and on February 14, 2020, the Hearing Examiner approved the request for a preliminary plat to subdivide the subject parcel into 20 single-family lots. Site work

permits for the project have been approved and the infrastructure for the development is under construction. Home construction is intended to begin in Spring/Summer 2024.

During the Preliminary Plat phase, the Owner agreed to build, record a covenant in coordination with A Regional Coalition for Housing (ARCH), and sell the affordable units. The City worked with ARCH to determine the appropriate AMI level and the applicant has agreed to construct the two affordable units at 80% AMI. The proposed amendment reflects this information and provides clarity on construction responsibilities and the percent of AMI for the required affordable units.

**Proposal**

The Administration requests City Council approval of a resolution to amend the Silverado Development Agreement (Exhibit A). If approved, the proposed amendment would clearly identify what party is responsible for constructing the affordable units and establish the required household income levels for the two affordable units at 80% AMI. The amendment also incorporates the changes approved by the City Council in 2020 regarding the process for approving the regional trail easement for the project.

**Financial Information**

n/a

**Administration's Recommendation**

The Administration recommends that the City Council approve the proposed changes the Silverado Development Agreement, which would clearly establish construction responsibility of the affordable units to the property owner and define affordability levels.

**Update**

n/a

**Alternative(s)**

- 1) Remand the proposal to Staff to proceed with the current development agreement. The uncertainty in the development agreement will remain and the City could be required to construct the required affordable housing units.
- 2) Reject the proposal and require the City to build two affordable units on privately owned land. (Impact: The availability of the units will be delayed. First, the City will have to obtain funds to finance the design, permitting, and construction of the homes. Second, the City will have to work with the Owner to obtain and record access easement to enter the site.)

**RECOMMENDATION**

*Administration / Community Planning & Development:*

MOVE TO:

Approve Resolution No. \_\_\_\_\_, authorizing the Mayor to execute an amendment to the Silverado Development Agreement.

**RESOLUTION NO. 2024-\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SILVERADO DEVELOPMENT AGREEMENT.

---

WHEREAS, on December 16, 2016, the City Council approved Resolution No. 2016-20, authorizing the Mayor to execute the Silverado Development Agreement (“the Development Agreement”) between the City of Issaquah and Silverado Senior Living Holdings to develop a clustered subdivision on a 21.94-acre property zoned Single Family-Estates, into a maximum of 20 dwelling units, with two parcels that will be set aside and dedicated to the City for future Affordable Housing units, a bridge, trail easements and Native Growth Protection Easement; and

WHEREAS, the Development Agreement was executed on December 19, 2016; and

WHEREAS, on September 8, 2020, the City Council approved AB 8008, approving the proposed east-west Tibbetts Crossing Recreational Trail location and amending the Development Agreement to authorize the Community, Planning, and Development Department (formally known as Development Services Department) Director to review and approve the final trail easement prior to recording; and

WHEREAS, the Development Agreement does not clearly state construction responsibilities or affordability levels for the required affordable units; and

WHEREAS, in 2017 Steve Burnstead Construction, LLC purchased the property.

WHEREAS, the City and Steve Burnstead Construction, LLC desire to amend the Development Agreement to clarify construction responsibilities and affordability levels for the two required affordable units. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute an Amendment to the Silverado Development Agreement, attached hereto as Exhibit A.

Section 2. This resolution shall be effective immediately upon passage. The City Clerk is directed to cause the recording of the signed amended Development Agreement with the King County Recorder’s Office, as required by IMC 18.218.070 and RCW 36.70B.190.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
LINDSEY WALSH, COUNCIL PRESIDENT

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MARY LOU PAULY, MAYOR

ATTEST:

\_\_\_\_\_  
TISHA GIESER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RACHEL BENDER TURPIN, CITY ATTORNEY

RESOLUTION NO: 2024-  
AGENDA BILL NO: AB 8733

Exhibits A: Amendment to the Silverado Development Agreement

**CLUSTER HOUSING DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF ISSAQUAH  
AND  
SILVERADO SENIOR LIVING HOLDINGS, INC.**

This Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_, 2016 by and between the City of Issaquah (“Issaquah” or the “City”), a Washington municipal corporation, and Silverado Senior Living Holdings, Inc., a Delaware corporation (“Owner”). The City and Owner may also be referred to individually as a Party and collectively as the Parties.

**RECITALS**

A. Owner owns or is about to acquire certain real property (the “Property”) located at 7932 Renton-Issaquah Road SE in the City of Issaquah, County of King, and State of Washington. The Property consists of King County Assessor Parcel No. 2924069041, the legal descriptions of which are attached hereto as **Exhibit 1** and incorporated herein.

B. The Property consists of approximately 21.94 acres, is designated Low Density Residential in the Comprehensive Plan, and is currently zoned Single Family Estates – 1.24 du/acre.

C. Owner wishes to build a cluster housing development on the Property of up to 10 parcels (9 lots and a Tract). Two lots, to be dedicated to the City, will be deed restricted for Affordable Housing. Another parcel (open space tract) will be encumbered by a Native Growth Protection Easement.

D. **Parking and Access.** Access shall be provided from a private road accessing from SR900. The private road shall be to the benefit of the buildable parcels and each shall have covenanted rights to its use. For the lot that does not abut the private road, an access easement shall be granted across an adjacent parcel. Parking shall meet Code Requirements and shall be provided for each parcel exceeding a ratio of two (2) stalls for each dwelling unit

E. IMC 18.07.420, the City’s cluster housing ordinance, is intended to allow for the maximum density authorized by the underlying zoning while also preserving critical areas through lot and setback reductions and other adjustments to the requirements of the underlying zoning. This proposal is for less than the maximum allowed.

F. IMC 18.07.420.C requires a development agreement for cluster housing developments located on five (5) or more acres of land.

G. The City is authorized to enter into a development agreement with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170-.210 and IMC 18.07.420.C.

H. The City will review the preliminary plat and the cluster housing development that is the subject of this Agreement and will issue a SEPA Determination, prepared pursuant to the State Environmental Policy Act, RCW 43.21C.

I. Subject to the implementation of the provisions of this development agreement and applicable development regulations, the proposed cluster housing development will be consistent with the general purpose, goals, objectives and standards of the Comprehensive Plan and other applicable regulations; will be served by adequate facilities; and will not have a substantial impact on adjacent properties, the community or other elements affecting the general welfare.

**AGREEMENT**

In consideration of the mutual benefits and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are a part of this Agreement and are incorporated herein.
2. **Cluster Housing Development.** Maximum allowable density on the Property shall not exceed 20 dwelling units. The clustered housing development will consist of individual platted lots within the developable areas identified on **Attachment 2**, including two parcels, which will be set aside to be developed by Owner in the future as affordable housing units for households earning 80% or less of the King County median income, adjusted for household size as outlined in Chapter 18.21 IMC. Affordable Housing—deeded to the City for affordable housing. The Open Space Tract will be owned in common by the neighborhood and encumbered by a Native Growth Protection Easement.
3. **Development Standards.** The preliminary and final plat associated with the Development Agreement will meet all of the Cluster Housing development standards per IMC 18.07.420.
4. **Open Space Tracts.** The open space tract, as shown on the Developable Area Plan (**Attachment 2**) and consisting of approximately 763,595 SF, will be preserved as a Native Growth Protection Easement. The open space tract constitutes 79.9% of the net site area.

**Neighborhood Trails**

Neighborhood trails through the HOA-owned open space may be required as part of the platting process.

**Regional Trail Easement**

A relocatable recreational trail easement (Similar to Attachment 3) through the HOA-owned open space will be conveyed to the City by the Owner as part of the platting process. The preliminary location of the easement shall be determined during the platting process but the easement shall provide that it may be relocated within the open space area as the City's discretion at such time as the City decides to construct

the trail or cause the trail to be constructed and connected to other trails as provided in this section. The easement will be conveyed to the City by language approved by the City. The easement is for a regional trail, or trails, to connect SR900 to the eastern boundary and the King County Lake Sammamish to Cedar River Trail; and/or, the northern and southern boundaries, as generally shown in Exhibit 2. The final easement-trail location shall be reviewed and approved by the City Council. The easement will be reviewed and approved by the Community Planning and Development, formally known as the Development Services, Director prior to its recording.

5. **Sensitive Area Tracts.** Approximately 11.21 acres of the Property contains wetlands, streams, steep slopes and their buffers and will be located in a Native Growth Protection Easement as depicted on the Developable Area plan (**Attachment 2**).
6. **Capital Facilities.**
  - a. **Roads:** Access to the proposed plat will be provided from Renton-Issaquah Road SE (SR 900) in an easterly direction at an existing signalized intersection with NW Talus Drive existing on the opposite side (west) of Renton-Issaquah Road SE. The existing signal will be modified by the Owner to accommodate access to the new plat. Internal vehicle routes will be designated as private roads with access granted via recorded easement descriptions. Maintenance of private roads will be performed by the Homeowners Association. Payment of dues will commence upon occupancy of the residential units for the affordable housing lots. Final road and access locations will be determined in the Preliminary Plat process.
  - b. **Access to lots across Tibbetts Creek:** Access to the lots on the east side of the creek will be served by a bridge. The Owner will be responsible for the construction of the bridge. The bridge will be for pedestrian and vehicular access to the eastern lots and the Open Space Tract. The bridge will be owned and maintained by the homeowner's association and will be constructed prior to final plat approval. The width of the bridge will be the minimum required to meet City standards.
  - c. **Storm:** The project will meet the City's stormwater requirements, including the recently-approved NPDES and LID requirements.
  - d. **Water:** Domestic and fire protection water will be supplied via a looped main with connections to the City water system within Renton-Issaquah Road SE and will be designed in accordance with City of Issaquah water system standards. All portions of the new water main will be accessible by backhoe/trackhoe for maintenance and/or repair. All portions of the public water main shall be contained in an easement to be conveyed to the City upon completion of the public water main and acceptance of the same by the City. Each dwelling unit (propose two per parcel) shall be individually metered for domestic use, fire sprinkler system and irrigation.

- e. Sewer: Sewer flow will be collected from all parcels in the plat and routed via side sewer piping to a central wet well and lift station. All portions of the common sewer collection and conveyance piping shall be contained in easements to be conveyed to the City upon completion of the sewer system and acceptance of the same by the City.
  - f. Final storm, water, and sewer locations will be determined in the Preliminary Plat process.
7. **Transportation Concurrency.** Concurrency certificate for traffic was issued on May 17, 2016.
  8. **Impact Fees.** Owner shall pay transportation, fire, park, police, general government and school impact fees in the amount in effect at time of Building Permit issuance for each structure.
  9. **Subdivision.** Owner’s agent has submitted an application for a cluster housing subdivision, which shall be consistent with the subject to this Agreement. Lot size and setback reductions shall be allowed in accordance with IMC 18.07.420. Owner shall also set aside and record a deed restriction or covenant by which 2 of the lots will be ~~dedicated to the City and~~ developed by Owner in the future as affordable housing units for households earning 80% or less of the King County median income, adjusted for household size, as outlined in Chapter 18.21 IMC, Affordable Housing. Owner shall also record a deed restriction or covenant by which these parcels shall only be made available for (a) Affordable Housing, as defined in IMC 18.21.020 or, (b) housing for persons with disabilities; as solely determined by the City. Final lot layout and locations will be determined in the Preliminary Plat process.
  10. **Vesting.** Except as otherwise expressly provided herein, Owner is vested to and for the term of this Agreement (including any extensions) shall have the right to develop the Property in accordance with the substantive land use ordinances, policies and regulations as set out in the IMC, the Comprehensive Plan, and all other City land use requirements and regulations that are in effect at the time of submittal of a complete preliminary plat application for a cluster housing subdivision or upon full execution of this Agreement, whichever occurs first, including, without limitation, zoning regulations, environmental and other mitigation regulations and policies, SEPA policies and regulations. Owner shall not be vested, however, against any changes in regulations enacted by the City in response to the development moratorium imposed by City of Issaquah Ordinance No. 2778, including but not limited to, regulations concerning architectural review and urban design elements, affordable housing, mixed use, parking, and the vision for each zoning district. Owner shall also not be vested to any code which the City adopts pursuant to the State Building Code authorized by Chapter 19.27 RCW. Further, notwithstanding the provisions of this Section, the City shall have the authority to impose new or different regulations to the extent that such regulations are reasonably required to address a serious threat to public health and safety.

11. **SEPA Compliance.** The Parties acknowledge that the SEPA Determination fully and completely determined that there will be no probable significant adverse environmental impacts resulting from the cluster housing development on the Property. As required in the SEPA Mitigated Determination of Nonsignificance issued on July 15, 2016, additional SEPA review of the preliminary plat will be required to include evaluation of critical area impacts, traffic and other applicable SEPA elements.
12. **General Provisions.**
- a. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. Any amendment to this Agreement shall be in writing and signed by all the Parties to this Agreement. Major revisions to the Development Agreement shall be approved by the City Council. Major revisions would include;
- i. Increasing the number of dwellings units,
  - ii. Revisions to the Affordable Housing Agreement, and
  - iii. Changes to the Recreational Trail Easement

All other proposed revisions will be considered administrative amendments and shall be reviewed and decided by the Development Service Director.

- b. **Covenants, Conditions and Restrictions.** The cluster housing development will include and be subject to covenant, conditions and restrictions consistent with the provisions of this Agreement.
- c. **Term.** The terms of this Agreement shall remain in effect for a period of five (5) years from the date that the Development Agreement is approved by the Issaquah City Council or from the date of the final plat approval for the cluster housing subdivision, whichever is later.
- d. **Agreement is Binding.** The terms of this Agreement are intended to be and shall constitute a binding agreement and a covenant running with the land. The benefits and obligations herein shall benefit and bind the Parties and their successors and assigns in interest unless otherwise terminated by the Parties hereto.
- e. **Recording with King County.** This Agreement and any amendments thereto shall be filed for recording with the King County Auditor.
- f. **Estoppel Certificate.** Owner may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that, to the knowledge of the City (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the

performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. The City shall execute and return such certificate within thirty (30) days following the receipt thereof. The City shall have the right to execute any certificate requested by Owner. The City shall not have any liability to the requesting Party or to any third party for inaccurate information if it provides the estoppel certificate in good faith and with reasonable care.

- g. Captions. The captions in this Agreement are intended for reference only and shall not be constructed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- h. Severability. If any provision of this Agreement is held invalid the remaining provisions shall continue in full force and effect.
- i. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
- j. Disputes. In any judicial action to enforce or determine the rights of the Parties under this Agreement the substantially prevailing Party shall be entitled to reasonable attorney's fees and costs, including fees and costs incurred in any appeal of any ruling of a lower court.
- k. Specific Performance. In the event that any Party fails to perform as set forth in this Agreement, the non-defaulting Party or Parties shall be entitled to pursue specific performance against the defaulting Party. The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to the Parties for the following reasons:
  - 1. Money damages are inadequate to compensate the Parties for the unique benefits available through this Agreement; and
  - 2. Due to the size, nature and scope of the development, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun.

l. Contact Information.

For the City of Issaquah:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Party may, upon ten (10) days written notice to the other Parties, substitute an alternative address for that listed above, either for a particular duration or permanently.

- m. Authority to Execute. The Parties represent and warrant that they have the respective power and authority, and are duly authorized to execute, deliver, and perform all of the obligations under this Agreement.
- n. Mutual Drafting and Construction. The Parties agree that each of them participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to any Party.
- o. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

| Dated: \_\_\_\_\_, 20~~24~~<sup>16</sup>





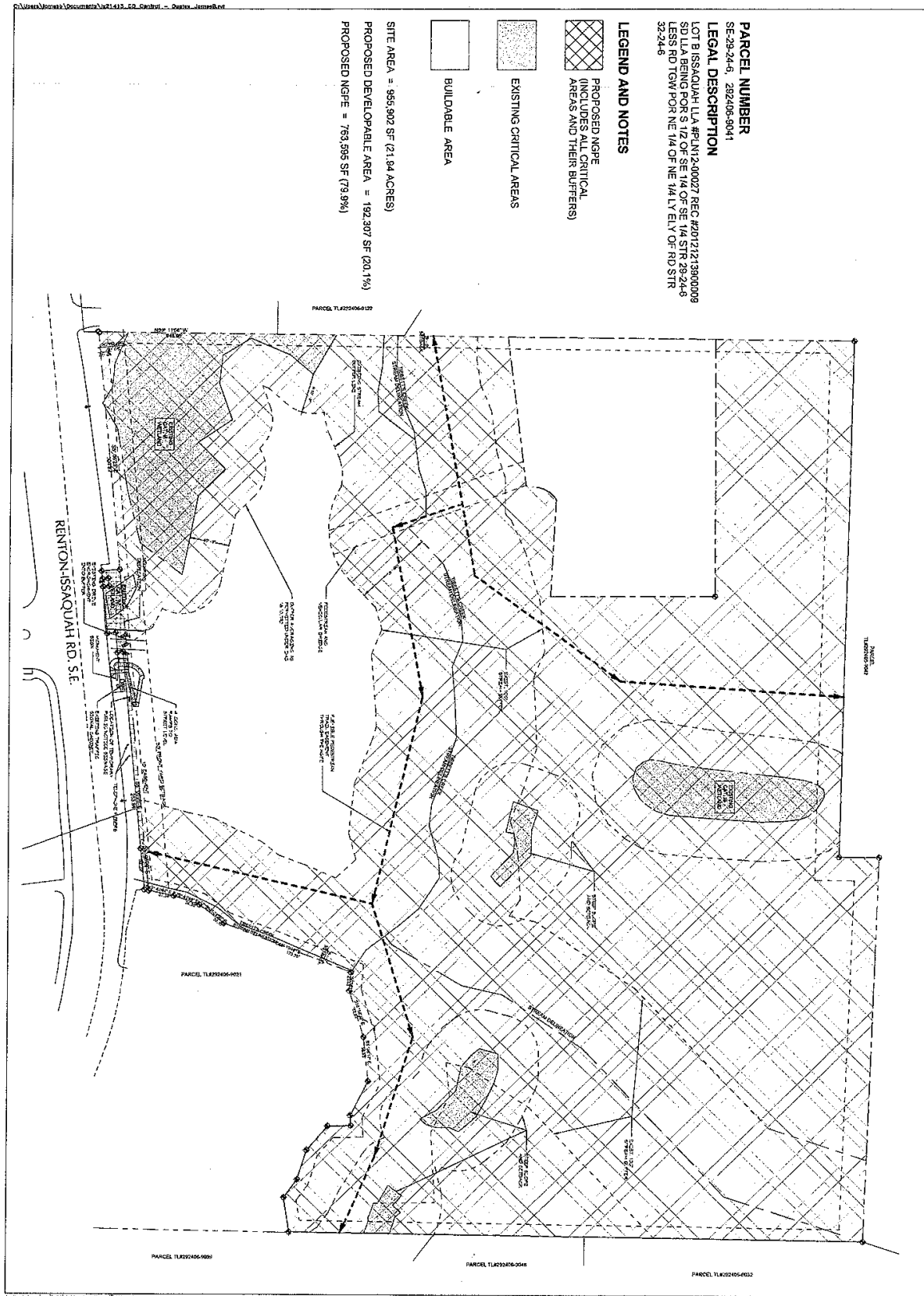
**ATTACHMENT 1**

The Property

Lot B of City of Issaquah Lot Line Adjustment No. PLN 12-00027, recorded under Recording No. 20 121 213900009, in King County, Washington.

**ATTACHMENT 2**  
Developable Area Plan

(See Attachment)



**PARCEL NUMBER**  
 SE-29-24-6, 282406-0041

**LEGAL DESCRIPTION**  
 LOTT B ISSAQUAH L.A. #PLN12-00027 REC #20121213800009  
 S3D L1A BEING POR S 1/2 OF SE 1/4 OF SE 1/4 STR 29-24-6  
 LESS RD TGVW POR NE 1/4 OF NE 1/4 L1V ELY OF RD STR  
 32-24-6

**LEGEND AND NOTES**

PROPOSED NSPE  
 (INCLUDES ALL CRITICAL  
 AREAS AND THEIR BUFFERS)

EXISTING CRITICAL AREAS

BUILDABLE AREA

SITE AREA = 965,902 SF (21.84 ACRES)  
 PROPOSED DEVELOPABLE AREA = 192,307 SF (0.1%)  
 PROPOSED NSPE = 763,595 SF (79.9%)

<p><b>SILVERADO</b></p> <p>7932 Renton-Issaquah Rd SE          Issaquah, WA 98027</p>	<p><b>SITE PARCEL PLAN</b></p>	<p>DATE: 11-26-13</p> <p>SCALE: 1" = 20'</p> <p>DESIGNER: [Signature]</p> <p>CHECKER: [Signature]</p> <p>PROJECT NO: [Number]</p>	<p><b>IAA</b> ARCHITECTURE          WATKINS ROEB          2100 1/2 AVENUE PARTHART SIDE, BLDG. 100          SEASIDE, WA 98148</p>
		<p>A-22</p>	<p>2017/01/03</p> <p>2017/01/03</p> <p>2017/01/03</p>





**CITY COUNCIL  
AGENDA BILL**

City Council Regular Meeting - Mar 04 2024

NEW  
AB 8759 -  
Consent Calendar

**2023 ARCH Housing Trust Fund**

**Proposed Council Action:  
Approve Resolution**

<b>DEPARTMENT OF</b>	Community Planning & Development Christen Leeson
<b>OTHER COUNCIL MEETINGS</b>	n/a
<b>COMP PLAN POLICY NOS.</b>	H Policies C5, D4, D5, E3 and E5
<b>OTHER POLICIES</b>	n/a
<b>EXHIBITS</b>	A. Proposed Resolution
<b>City Attorney Review</b>	Rachel Bender Turpin
<b>City Attorney Review Date:</b>	February 28, 2024

**SUMMARY STATEMENT**

**Introduction**

This agenda bill seeks Council approval of the attached resolution (Exhibit A) in order to:

1. Allocate \$497,000 of the City's Housing Trust Fund monies to the proposed projects; and
2. Authorize A Regional Coalition for Housing (ARCH) to execute the related Agreements on behalf of the City.

**Background**

ARCH is a partnership of King County and 14 East King County Cities who have joined together to assist with preserving and increasing the supply of housing for affordable households in the region. Each year, ARCH's partner jurisdictions contribute funds toward the ARCH Housing Trust Fund (HTF) to aid in the development and preservation of affordable housing within the ARCH area of influence.

The Trust Fund is capitalized by both local general funds and locally controlled, federal Community Development Block Grant funds. How much each member city contributes to the HTF is based on a target amount for the whole trust fund which is then apportioned by each city's existing housing and jobs numbers. When determining how to distribute the trust fund monies among projects, the allocations are spread equitably based on what is available in each city's fund.

ARCH receives applications annually for proposed affordable housing projects. The applications are reviewed by ARCH member city staff liaisons and the Citizen Advisory Board. The Advisory Board makes recommendations to the Executive Board about which projects to fund and which conditions, if any, should be applied to the projects. ARCH must now seek approval to use these funds from each member city for use of their portion of the HTF.

**Proposal**

The Administration recommends approval of the proposed resolution (Exhibit A) authorizing use of \$497,000 of Issaquah's Housing Trust Fund monies as recommended by the ARCH Executive Board.

In 2023, ARCH received seven applications totaling \$12.9 million in funding and 853 proposed units. Two of the applications are being recommended for full funding and three projects are being recommended for partial funding totaling \$6,100,000. Four million dollars are from the HTF and an additional \$2.1 million has been committed by the City of Redmond. Included in Exhibit A is a summary of each of the projects recommended for funding.

**Financial Information**

The City makes annual contributions to the ARCH Housing Trust Fund. The current balance of Issaquah's Housing Trust Fund is \$519,613. ARCH now requests the City allocate \$497,000 of its existing Housing Trust Fund balance to various housing projects (see Exhibit A). Should the City Council approve the recommended allocation, \$22,613 would remain for future ARCH housing projects. This does not include the upcoming 2024 Issaquah HTF contribution of \$180,250.

**Administration's Recommendation**

The Administration recommends approval of the proposed resolution authorizing the duly-appointed administering agency for ARCH to execute all documents necessary to enter into agreements for the funding of affordable housing projects, as recommended by the ARCH Executive Board, utilizing funds from the City's Housing Trust Fund.

**Update**

n/a

**Alternative(s)**

- 1) Amend proposed projects recommended for funding and return to the ARCH Executive Board for review. (Impact: This will slow the process and may jeopardize timelines for funding and development.)
- 2) Amend the proposed funding amount and return to the ARCH Executive Board for review. (Impact: This will slow the process and may jeopardize timelines for funding and development.)
- 3) Do not approve the resolution. (Impact: The allocation is not authorized, which may jeopardize the proposed affordable housing projects.)

**RECOMMENDATION**

*Administration / Economic Development Department:*

MOVE TO: Approve Resolution No. \_\_\_\_\_, authorizing the duly-appointed administering agency for ARCH to execute all documents necessary to enter into agreements for the funding of affordable housing projects, as recommended by the ARCH Executive Board, utilizing funds from the City's Housing Trust Fund.

**RESOLUTION NO. 2024-\_\_**

A RESOLUTION AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR ARCH TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S HOUSING TRUST FUND.

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WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Issaquah participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council has approved Resolution 2010-10 approving the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$497,000 from City funds as designated below to finance the projects recommended by the ARCH Executive Board, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ISSAQUAH, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund the Overlake TOD, Larus, Aventine, Emma McRedmond Manor, and Spring District TOD projects in an amount not to exceed \$497,000.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of December 28, 2023, a copy of which is attached hereto as Attachment A.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
LINDSEY WALSH, COUNCIL PRESIDENT

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MARY LOU PAULY, MAYOR

ATTEST:

\_\_\_\_\_  
TISHA GIESER, CITY CLERK

APPROVED AS TO FORM:

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RACHEL BENDER TURPIN, CITY ATTORNEY

RESOLUTION NO: 2024-  
AGENDA BILL NO: AB 8759

Exhibit A: ARCH Executive Board Memo



# A Regional Coalition for Housing

*Celebrating 30 years of bringing cities together to house East King County*

Together Center Campus  
16305 NE 87th St, Suite 119  
Redmond, WA 98052  
(425) 861-3677

**MEMORANDUM**

<p>TO: City of Bellevue Council Members City of Bothell Council Members City of Clyde Hill Council Members Town of Hunts Point Council Members City of Issaquah Council Members City of Kenmore Council Members City of Kirkland Council Members</p>	<p>City of Medina Council Members City of Mercer Island Council Members City of Newcastle Council Members City of Redmond Council Members City of Sammamish Council Members City of Woodinville Council Members Town of Yarrow Point Council Members</p>
--	--

FROM: Carol Helland, Chair, ARCH Executive Board

DATE: December 28, 2023

RE: Fall 2023 Housing Trust Fund (HTF) Recommendation

This year ARCH received \$12.9 million in funding requests from seven projects proposing an impressive 853 units of affordable housing. After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB), which provide full funding for two projects and partial funding for three projects. Consistent with recent years, the demand for funding far exceeded available resources, with \$4.0 million in Trust Fund dollars included in the recommendations, plus an additional \$2.1 million committed by the City of Redmond, resulting in \$6.1 million in awards.

Over the last three decades, the ARCH Trust Fund has supported over 6,000 units of affordable housing and shelter beds, creating housing access for thousands of families and individuals with limited incomes. This year’s recommendations will support 840 more units of housing in an incredible set of projects that meet numerous priorities and needs throughout the region, including:

- Preservation of existing affordable housing
- New transit-oriented development for families and individuals adjacent to future light rail;
- Creation of affordable commercial space for diverse businesses
- Local partnerships to serve diverse populations, including low-income seniors, families and individuals exiting homelessness, persons with intellectual and developmental disabilities, veterans, and households with incomes under 50% of median income

The Trust Fund also continues to bring a high return on local investment, this year leveraging local resources over 15:1, with proposed projects expected to attract roughly \$383 million in other funding.

**ARCH MEMBERS**

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦  
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦  
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

ARCH Trust Fund Exec Board Memo  
 December 2023  
 Page | 2

A summary of the recommendations is shown in the table below:

<b>Project Applicant</b>	<b>City</b>	<b>Units</b>	<b>ARCH 2023 Request</b>	<b>Executive Board Recommendation</b>
Spring District 120 <sup>th</sup> TOD <i>BRIDGE</i>	Bellevue	234	\$650,000	\$650,000 plus \$350,000 previously awarded (total \$1M award)
Larus Senior Housing <i>TWG/Imagine Housing</i>	Kenmore	175	\$3,900,000	\$250,000
The Aventine <i>Low Income Housing Institute</i>	Bellevue	66	\$1,500,000	\$600,000
Emma McRedmond Manor <i>Catholic Housing Services</i>	Redmond	32	\$2,150,000	\$500,000 plus \$600,000 additional City of Redmond investment (total \$1.1M award)
Overlake TOD <i>Bellwether Housing</i>	Redmond	333	\$3,500,000	\$2,000,000 plus \$1,500,000 additional City of Redmond investment (total \$3.5M award)
Totem Six-Plex <i>Attain Housing</i>	Kirkland	6	\$750,000	\$0
Scattered Sites <i>Alpha Supportive Living</i>	Scattered	7	\$400,000	\$0
<b>Total</b>		<b>853</b>	<b>\$12,850,000</b>	<b>\$6,100,000 (including \$4M plus \$2.1M additional City of Redmond funds)</b>

This memo provides a summary of the applications, the Executive Board recommendations and rationales, and proposed contract conditions for the **five** proposals recommended for funding at this time. Also enclosed is an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries

**Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.**

**1. BRIDGE Housing – Spring District TOD**

2023 Funding Request:	\$650,000 (Contingent Loan) 234 Affordable Units
2022 Executive Board Recommendation:	\$350,000 (Contingent loan)
2023 Executive Board Recommendation:	\$650,000 (Contingent loan)
Total Award:	\$1,000,000 (Contingent loan)

**Project Summary:**

The proposed project includes two buildings as part of a larger Master Development on Sound Transit and City of Bellevue owned surplus property in the Spring District. BRIDGE proposes to develop Building 2 (7-story) and Building 6 (6-story) for a total of 234 units and 83 parking spaces (0.35 stalls per unit). Both buildings will be built with Type III construction over Type I concrete construction. The proposed unit mix consists of 86 studios, 75 one-bedroom units, 25 two-bedroom units, and 48 three-bedroom units. In October 2020, Sound Transit (ST) selected a development team led by BRIDGE to master plan and develop a 6.88-acre Sound Transit-owned site in the Spring District of Bellevue, Washington. Essex Residential Trust was the market-rate residential partner and Touchstone was the office partner. Although BRIDGE was successful in securing funding from Amazon, City of Bellevue, A Regional Coalition for Housing (ARCH), and King County for the affordable housing project, the market-rate projects were highly distressed coinciding with a global pandemic, unprecedented construction cost inflation, and a fundamental change in office demand. In December 2022, Essex exited the partnership citing increasing construction and financing costs. On June 2023, after extensive negotiations with Sound Transit and the City of Bellevue, Touchstone and BRIDGE agreed to dissolve the partnership and each developer will independently entitle, finance, and develop their own projects. On August 2023, BRIDGE submitted a revised pre-application to the City of Bellevue. As an independent project with no market-rate involvement, BRIDGE can develop on an accelerated timeline. Should funding be fully committed by public sources during this funding round, BRIDGE can commence construction by November 2024.

BRIDGE applied to HTF for capital funding in the fall of 2022 and was recommended to receive \$350,000 and reapply in 2023 for additional capital funding. BRIDGE’s request in this application is for an additional \$650,000 in capital for a total request of \$1,000,000. The Committee is proposing to fund the full amount of the 2023 funding request.

**Funding Rationale:**

The Executive Board recommends funding with conditions listed below for the following reasons:

- Funding this year’s request for additional capital demonstrates continued commitment from ARCH to this priority project that has nearly secured all other sources of leverage.
- The project advances key objectives in the City of Bellevue Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.

ARCH Trust Fund Exec Board Memo

December 2023

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- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Bel-Red corridor and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.

**Proposed Conditions (will supersede conditions from previous award):**

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by the Agency towards **soft costs and construction**. Funds may not be used for any other purpose unless ARCH staff has been given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. ARCH funds not expended prior to permanent loan conversion will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Agency shall provide final operating proforma and cashflow waterfall for ARCH staff review. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of the Amazon loan on or before year 20 and deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, and approximately 40 units reserved for persons with

ARCH Trust Fund Exec Board Memo

December 2023

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disabilities. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project or adjusting the number of and unit type for manager units).

Affordability	Studio	1 BR	2 BR	3 BR	Total Units
30%	2	4	1	1	8
50%	24	19	7	14	64
60%	60	52	16	32	160
<b>Total Low-Income Units</b>	86	75	24	47	232
<b>CAUs / Managers</b>	-	-	1	1	2
<b>Total Units</b>	86	75	25	48	234

6. Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers for special populations and a statement of resident transportation options.
7. Agency shall submit applications to other potential sources of funding, at a minimum including to the State Housing Trust Fund for any available I/DD or other State funding that the project is eligible for.
8. On a monthly basis, Agency shall provide ARCH with updates on the following:
  - a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
  - b. Status update on negotiations with development partners.
  - c. Status update on other financing and financing partnerships negotiations.
  - d. Status update on entitlement and permitting progress.
9. Agency shall complete and submit the following deliverables by the dates indicated. Agency may request an extension of individual deadlines, and such extensions shall be considered based on reasonable justification and Agency’s continuing efforts to make substantial progress toward each milestone.:
  - a. January 31, 2024 – Revised term sheet for property acquisition and development approved by Sound Transit
  - b. January 31, 2024 – Draft Management and Services Plan
  - c. May 31, 2024 – Final operating or other agreement with services provider(s)
  - d. June 30, 2024 – Final Purchase and Sale Agreement .
  - e. Prior to closing- Provide a draft Affirmative Marketing Plan
  - f. 6 months prior to anticipate C of O- Provide a final Affirmative Marketing Plan

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**2. TWG and Imagine Housing – Larus Senior Housing**

Funding Request: \$3,900,000 (Contingent Loan)  
175 Affordable Units (including 1 manager unit)

Executive Board Recommendation: \$250,000 (Contingent Loan)

Project Summary:

The proposed Larus Senior Apartments is a transit-oriented senior housing development to be developed by TWG Housing in partnership with Imagine Housing. The development team elected to proceed with the same model for Larus as their previous partnership, Ardea at Totem Lake, by serving seniors and inviting Imagine Housing to be the non-profit development partner and service provider.

The project will consist of 175 units of affordable housing with a mix of studios and 1-bedroom units with affordability levels at 40% AMI, 50% AMI, and 60% AMI. Located within ¼ mile from the Kenmore Park & Ride and future Sound Transit BRT station, the project will aim to take advantage of future transportation options for its residents. In addition to its close proximity to the Kenmore transit hub, Larus Senior Apartments benefits from local groceries, shopping, and services within ¼ mile walking distance.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project is strategically located near a future transit facility and close to amenities and services.
- The project advances the City’s affordable housing priorities by providing much needed low-income housing for seniors in the area.
- This project leverages significant investments from public and private funding sources, including King County TOD funds and Amazon Housing Equity funds.
- The project is taking advantage of the Washington State Housing Finance Commission’s Land Acquisition Program, which is a long-term, patient capital program. As such the project will be able to take the time needed to assembling full financing for the development.

**Proposed Conditions:**

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must

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demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	Total Units
40%	10	-	10
50%	67	46	113
60%	28	24	52
<b>Total</b>	105	70	175

6. The final loan amount shall be up to \$250,000, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total loan amount based on changes to the project sources and uses, and unit mix.
7. Agency shall provide ARCH with quarterly updates on status of MOUs with partners and other funding sources.

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- 8. Agency shall provide a sustainability plan which details eco-friendly materials, transportation options and partnerships which would benefit the project’s eco-sustainability, such as EV stations.**

**3. LIHI – The Aventine**

Funding Request: \$1,500,00 (Contingent Loan)  
 66 Affordable Units

Executive Board Recommendation: \$600,000 (Contingent Loan)

Project Summary:

The Aventine is an existing 5-story, 68-unit apartment community with 69 underground parking spaces located in downtown Bellevue. Currently over half the residents are low-income (below 80% AMI). LIHI is proposing to purchase the Aventine to preserve and make all the housing units affordable for households at 30%, 50% and 80% of area median income. The project intends to house low wage workers, disabled households, and households exiting homelessness. A total of 10 units will be set aside for households with members that have physical disabilities. The building is ADA accessible and additional units will be made accessible if needed. LIHI is proposing 22 of the 66 units be for households exiting homelessness (33% of the total units in the property), including families and veterans exiting homelessness.

The current owners, who previously obtained funding through Microsoft’s affordable housing initiative and maintained a set-aside of units at 80% AMI, put the property on the market for sale in 2023 and five for-profit developers submitted bids to convert it to market rate housing, losing the existing affordable units. Fortunately, LIHI was selected as the buyer and has signed a PSA with the seller. Funding from the City of Bellevue and ARCH will allow for the long-term preservation of affordable housing in downtown Bellevue and avoid the displacement of the existing residents.

LIHI’s planned acquisition and rehabilitation includes the conversion of two rental units into a case manager’s offices to provide on-site service to residents leaving 66 affordable rental units. Additionally, minor refreshing of the building interiors will be completed.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The application proposes housing that meets the City of Bellevue’s priorities for its Housing Stability Program Funding; providing housing for households earning below 30% of median income, addressing and prevent homelessness and housing instability, and focusing on underserved, vulnerable residents in Bellevue (e.g., homeless families with children and other eligible populations).
- The property provides 22 units for households exiting homelessness, including both two-bedroom units for families. Further, the proposed project will have 10 units set-aside for veterans and an additional 10 for people with physical disabilities.

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- Funding an acquisition brings affordable units online and into the Bellevue portfolio much more quickly than funding new construction. Conservatively, the Aventine will bring affordable units online 18-24 months sooner than a similar new construction.
- The acquisition of the property will mitigate displacement of existing renters who are living in units previously advertised as affordable, workforce units.

**Proposed Conditions:**

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

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4. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **22 units for households exiting homelessness**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	Total Units
30%	5	5	2	12
50%	10	10	-	20
60%	15	4	-	19
80%	9	6	-	15
<b>Total</b>	39	25	2	66

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plans.
6. On a monthly basis, Agency shall provide ARCH with updates on the following:
  - a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
  - b. Status update on other financing and financing partnerships negotiations.
  - c. Agency will provide a Capital Needs Assessment (CNA) for staff review and approval.

**4. Catholic Housing Services (CHS) – Emma McRedmond Manor**

Funding Request: \$2,150,000 (Contingent Loan)  
 32 Affordable Units (including 1 manager unit)

Executive Board Recommendation: \$500,000 (Contingent Loan)  
 Additional City Investment  
 via ARCH Housing Trust Fund: \$600,000 (Contingent Loan)  
 Total Award: \$1,100,000 (Contingent Loan)

Project Summary:

Emma McRedmond Manor is an existing three-story senior housing project with 32 apartments located in downtown Redmond. Built in 1988, the building is nearly 35 years old and has yet to be substantially rehabilitated, other than re-cladding and window replacement performed in 2010. CHS is proposing a substantial renovation to improve the building’s energy efficiency and extend the remaining useful life of the structure by approximately 20 years. The scope of work consists of upgrades to the building exterior, building systems (plumbing and mechanical), common areas, units, and landscaping/site work. In addition, the project will convert one manager’s unit to an affordable unit, resulting in 32 1BR units affordable at 50% AMI, of which 31 will receive Section 8 Project-Based Rental Assistance through July 2032. The proposal includes financing under the HUD 221 program (Mortgage Insurance for Rental or

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Cooperative Housing). The program provides insurance on mortgages that support new construction or substantial rehabilitation of multifamily rental or cooperative housing for moderate-income families, elderly households, and disabled households.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project preserves much-needed housing for low-income seniors and persons with disabilities in a very desirable, amenity-rich area of East King County.
- The project preserves valuable ongoing HUD support in the form of grant funding for the Resident Services Coordinator and Section 8 Project-Based Rental Assistance.
- The project is permit ready and has a HUD Section 221(d)(4) loan already committed, with additional funds leveraged from King County.
- The City of Redmond has indicated its willingness to allocate \$600,000 in funding that will help close the project’s funding gap.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer payments if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
3. Funds shall be used by the Agency towards **acquisition, construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff provides written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If - after the completion of the project - there are budget line

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items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. Funds not expended at the end of the construction period will be de-obligated.

4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for seniors for at least 55 years, with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by ARCH staff

Affordability	1BR	Total
50%	32	32
<b>Total</b>	32	32

6. Agency must submit for ARCH staff approval of management, affirmative marketing, and services plans.
7. Agency shall submit updates to ARCH regarding other potential funders, including HUD and King County.
8. Agency shall provide an updated Project Architectural and Cost Analysis Report and updated development budget, both of which are HUD approved, prior to commencement of construction.

**5. Bellwether Housing – Overlake TOD**

Funding Request: \$3,500,000 (Contingent Loan)  
333 Affordable Units (including 3 manager units)

Executive Board Recommendation: \$2,000,000 (Contingent Loan)  
Additional City Investment  
via ARCH Housing Trust Fund: \$1,500,000 (Contingent Loan)  
Total Award: \$3,500,000 (Contingent Loan)

Project Summary:

Bellwether Overlake Apartments is located in the Overlake Village neighborhood of Redmond directly across from the future Overlake Village light rail station. The project will provide 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD), and much-needed two- and three-

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bedroom family-sized units, achieving an average of 50% AMI across the site. The project is located on Sound Transit surplus property.

In collaboration with a coalition of nonprofit partners and the City of Redmond, the ground floor commercial spaces will incorporate small business incubation, non-profit organizational support, culturally informed community services, and services provided by the City of Redmond. An adjacent open space parcel will complement the ground floor uses and potentially consist of a food truck corral, food garden, cultural night markets. Programming of the adjacent open space will be provided by the community partners in the project for the benefit of the community.

Services for the project residents will be provided primarily by Hopelink, a service provider who has served homeless and low-income families, children, seniors, and people with disabilities on the Eastside since 1971. In addition, SAILS Washington, a DDA-contracted service provider, will provide supported living services for the project’s ten IDD residents.

The project will be financed with a combination of public and private financing sources, including but not limited to 4% Low Income Housing Tax Credits, Amazon Housing Equity Fund, Evergreen Impact Housing Fund, senior private lender loan, ARCH funds, King County TOD fund, and the State Housing Trust Fund.

Funding Rationale:

The Executive Board recommends funding this application for the following reasons:

- Funding this year’s request for additional capital demonstrates continued commitment from ARCH to this priority project and will allow the project to secure other sources of leverage.
- The project advances key objectives in the City of Redmond Affordable Housing Strategy, providing a large amount of low and moderate-income affordable housing units in a strategic location close to jobs and transportation.
- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Overlake TOD and Amazon housing equity funds structured as a grant and a below market loan product.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and the City and helps deliver additional City goals for development of retail and office.
- The project will provide a significant number of units affordable to very low-, low- and moderate-income households, as well as IDD units, within a high-opportunity area near good jobs, various transportation options, and other public and private amenities.
- The project is a priority for the City of Redmond, which has indicated a willingness to invest additional funding to move the project forward.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twenty-four (24) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be

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requested from ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a 12-month extension based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **construction, soft costs, financing, capitalized reserves, and other development costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of furnishings, fixtures, and equipment, rehab, remediation, and construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances. If funds are not expended at the end of the construction period, will be de-obligated.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee with 1% interest. The terms will also include a provision for the Agency to defer a payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
7. A covenant is recorded ensuring affordability for at least 55 years, with size and affordability distribution per the following table, including approximately **ten units set-aside for people with disabilities**. Changes may be considered based on reasonable justification as approved by ARCH staff (such as changes to accommodate income averaging across the project).

Affordability	Studio	1 BR	2 BR	3 BR	Total
30%	25	15	10	5	55
50%	30	130	48	33	241
80%	5	8	11	13	37
<b>Total</b>	60	153	69	51	333

5. Agency must submit for ARCH staff approval a management, affirmative marketing, and services plan.

6. On a monthly basis, Agency shall provide ARCH with updates on the following:
  - a. Status of management and services plan including service partnerships and development on formal MOUs and operating agreements.
  - b. Status update on other financing and financing partnerships negotiations.
  - c. Updates on commercial leases and partnerships with commercial tenants including operating budgets and development budgets including tenant’s prorate share of costs and expenses within the overall budget.

**6. Attain Housing – Totem Six Plex**

Funding Request: \$750,000 (Secured Grant)  
 6 Affordable Units

Executive Board Recommendation: \$0

Project Summary:

The proposed project is the new construction of a three-story structure with six two-bedroom units of transitional housing for homeless families earning up to 30% of area median income (AMI). The property currently contains an existing four-plex building owned and managed by Attain Housing. Attain also manages the four plex on the lot next to the proposed construction site. The proposed new building will sit on what is currently a lawn between the two four plex buildings. The project represents an expansion of existing programs operated by Attain, with overall capacity growing from 8 to 14 units across the three buildings.

Funding Rationale:

The Executive Board supports the concept of the Attain Housing proposal but does not recommend funding at this time. The Executive Board would welcome an application in a future round so that Attain Housing can address the issues identified below:

- ARCH awarded funds for technical assistance in the previous funding round to assist with a variety of tasks. These funds have not yet been utilized and the application submitted in 2023 was unchanged from the previous year. Prior to a new application, Attain is encouraged to address the following:
  - Secure project management capacity, including recommended engagement of a development consultant who will assist with the financing and project management of the project through construction completion.
  - Further develop building design, permitting, siting and parking in conformance with zoning requirements.
  - Pursue and obtain funding commitments of other public funding sources and make progress on the needed capital campaign.
  - Further development of development budgets and operating budgets based on current construction market and industry conditions.

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- Development of a project schedule consistent with the proposed funding and local permitting requirements.
- Further evaluate the long-term strategy for funding supportive services for transitional housing.

**7. Inclusion Housing – Scattered Sites**

Funding Request: \$400,000 (Secured Grant)  
7 Affordable Beds

Executive Board Recommendation: \$0

Project Summary:

The proposed project will serve individuals with Intellectual and Developmental Disabilities (IDD) in King County where there is a large demand for Supported Living services and affordable, stable housing. The acquisition includes the purchase of a total of six homes. ARCH’s funding, (in conjunction with State and other local sources) will only be used for the Alpha SLS South Branch and the Children’s IHS Homes, described below. Inclusion is proposing the purchase of the other four homes utilizing other local and State sources of funding.

The Alpha SLS South Branch is proposed to be a 3-bedroom home located in around the Kirkland/Redmond area that will serve three adults with developmental disabilities receiving Supported Living services from Alpha. The Children's IHS Home is proposed to be a 4-bedroom home located around the Bothell/Kenmore/Woodinville area that will serve children with developmental disabilities between the age of 11 and 20. Alpha will provide residential services through the DDA Intensive Habilitation Services program. The fourth bedroom must be used as an agency office to provide the required in-home oversight.

Funding Rationale:

The Executive Board supports the intent of the Inclusion Housing proposal but does not recommend funding at this time for the reasons described below:

- In 2023, the ARCH Trust Fund is significantly oversubscribed and CAB was not able to meet the needs of all the requests. It is anticipated that the State will be able to provide additional funding to this project to help fill its funding gap and proceed without ARCH funding.

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Standard Conditions: (will apply to all projects)

1. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
2. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
4. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
5. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.
6. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability. Changes to the unit and affordability mix can are subject to change with Staff approval.
7. ARCH, through its Administrative Agency, may negotiate, approve, execute, and record amendments or releases of any ARCH loan documents as may be needed for the project; provided the project still provides the anticipated affordable housing and there is sufficient collateral to secure the members' financial investment, all as determined by ARCH staff.

**Attachment 1: Proposed Funding Sources**

**PROJECTS RECOMMENDED FOR 2023 FUNDING**

	Spring District TOD	Larus	Aventine	Emma McRedmond Manor	Overlake TOD	2023 Recommended Funds
Bellevue	224,100	86,200	206,900	172,300	689,700	1,379,200
Bothell	23,700	9,100	21,900	18,200	72,900	145,800
Clyde Hill	3,500	1,400	3,300	2,700	10,900	21,800
Hunts Point	1,500	600	1,300	1,100	4,500	9,000
Issaquah	80,800	31,100	74,500	62,100	248,500	497,000
Kenmore	3,600	1,400	3,400	2,800	11,200	22,400
Kirkland	97,900	37,600	90,300	75,300	301,100	602,200
Medina	4,100	1,600	3,800	3,200	12,600	25,300
Mercer Island	7,900	3,000	7,300	6,100	24,300	48,600
Newcastle	3,100	1,200	2,900	2,400	9,600	19,200
Redmond	155,200	59,700	143,300	119,400	477,600	955,200
Sammamish	21,800	8,400	20,100	16,800	67,100	134,200
Woodinville	21,400	8,200	19,700	16,500	65,800	131,600
Yarrow Point	1,400	500	1,300	1,100	4,200	8,500
<b>Local Funds</b>	<b>650,000</b>	<b>250,000</b>	<b>600,000</b>	<b>500,000</b>	<b>2,000,000</b>	<b>4,000,000</b>
<b>Redmond Add'l</b>				<b>600,000</b>	<b>1,500,000</b>	<b>2,100,000</b>
<b>2023 ARCH Awards</b>	<b>650,000</b>	<b>250,000</b>	<b>600,000</b>	<b>1,100,000</b>	<b>3,500,000</b>	<b>6,100,000</b>
<b>Prior 2022 Award</b>	<b>350,000</b>					<b>350,000</b>
<b>Award Totals</b>	<b>1,000,000</b>	<b>250,000</b>	<b>600,000</b>	<b>1,100,000</b>	<b>3,500,000</b>	<b>6,450,000</b>

**Attachment 2: Project Economic Summaries**

**Applicant:** BRIDGE Housing  
**Project Name:** Spring District TOD  
**Location:** 1601 120<sup>th</sup> Avenue NE, Bellevue, WA  
**Project Description:** New construction of Buildings 2 and 6, which consist of 235 permanently affordable units at 30%-60% AMI.

Project Sources	Amount	Status
Low Income Housing Tax Credits (4%)	\$62,318,118	Proposed
Amazon Housing Equity Fund - Loan	\$22,100,000	Committed
Amazon Housing Equity Fund - Grant	\$3,750,000	Committed
City of Bellevue	\$6,500,000	Proposed
ARCH	\$1,000,000	Proposed
King County TOD	\$10,000,000	Proposed
State Dept. of Commerce HTF	\$8,000,000	Proposed
BRIDGE General Partner Equity	\$6,792,535	Committed
Deferred Developer Fee	\$1,750,000	Committed
Perm Loan	\$16,215,207	Proposed
<b>Total Sources</b>	<b>\$138,425,860</b>	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$70,000	\$298	\$0.31
Construction	\$97,012,064	\$412,817	\$432.68
Soft Costs	\$18,806,285	\$80,027	\$83.88
Pre-Development / Bridge Financing	\$26,958	\$115	\$0.12
Construction Financing	\$11,223,605	\$47,760	\$50.06
Permanent Financing	\$805,615	\$3,428	\$3.59
Capitalized Reserves	\$1,053,598	\$4,483	\$4.70
Other Development Costs	\$9,267,735	\$39,437	\$41.34
Bond Related Costs	\$160,000	\$681	\$0.71
<b>Total Uses</b>	<b>\$138,425,860</b>	<b>\$589,046</b>	<b>\$617.39</b>

**Applicant:** TWG and Imagine Housing  
**Project Name:** Larus Senior Housing  
**Location:** 7520 NE Bothell Way, Kenmore, WA  
**Project Description:** 175 units of affordable housing for seniors (62+) at 40%, 50% and 60% AMI

Project Sources	Amount	Status
ARCH	\$3,900,000	Proposed
King County TOD	\$4,980,000	Proposed
Amazon Housing Equity Fund	\$15,200,000	Proposed
Deferred Developer Fee	\$3,829,635	Proposed
Federal Energy Equity	\$153,000	Proposed
Low Income Housing Tax Credits (4%)	\$21,872,953	Proposed
Perm Loan	\$16,350,000	Proposed
City/CHIP	550,000	Proposed
<b>Total Sources</b>	<b>\$66,835,588</b>	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs:	\$4,506,827	\$25,753	\$35.47
Construction:	\$46,583,103	\$266,189	\$366.60
Soft Costs:	\$8,980,017	\$51,314	\$70.67
Pre-Development / Bridge Financing	\$539,128	\$3,081	\$4.24
Construction Financing	\$3,335,814	\$19,062	\$26.25
Permanent Financing	\$375,379	\$2,145	\$2.95
Capitalized Reserves	\$765,750	\$4,376	\$6.03
Other Development Costs	\$1,366,444	\$7,808	\$10.75
Bond Related Costs	\$383,126	\$2,189	\$3.02
<b>Total Uses</b>	<b>\$66,835,588</b>	<b>\$381,918</b>	<b>\$525.98</b>

**Applicant:** Low Income Housing Institute (LIHI)  
**Project Name:** The Aventine  
**Location:** 211 112th Ave NE, Bellevue WA  
**Project Description:** Renovation and acquisition of an existing 5-story, 68-unit apartment community for the preservation of housing for households at 30%, 50% and 80% AMI

Project Sources	Amount	Status
City of Bellevue	\$8,500,000	Proposed
ARCH	\$1,500,000	Proposed
State HTF	\$5,000,000	Proposed
King County	\$5,000,000	Proposed
WSHFC 501(C)3	\$13,000,000	Proposed
<b>Total Sources</b>	<b>\$33,000,000</b>	

Project Uses	Amount	Per Bed	Per SF
Acquisition Costs	\$29,300,000	\$430,882	\$751.09
Construction	\$1,220,400	\$17,947	\$31.28
Soft Costs	\$915,800	\$13,468	\$23.48
Pre-Development / Bridge Financing	\$750,000	\$11,029	\$19.23
Permanent Financing	\$150,000	\$2,206	\$3.85
Capitalized Reserves	\$273,800	\$4,026	\$7.02
Other Development Costs	\$390,000	\$5,735	\$10.00
<b>Total Uses</b>	<b>\$33,000,000</b>	<b>\$485,294</b>	<b>\$845.94</b>

**Applicant:** Catholic Housing Services of Western Washington (CHS)  
**Project Name:** Emma McRedmond Manor  
**Location:** 7960 169<sup>th</sup> Ave NE, Redmond, WA 98052  
**Project Description:** Rehabilitation of an existing three-story senior housing project with 32 apartments for seniors up to 50% AMI.

Project Sources	Amount	Status
HUD	\$6,288,200	Proposed
ARCH HTF	\$1,100,000	Proposed
Sponsor (existing reserves)	\$306,738	Proposed
King County	\$1,150,000	Proposed
Deferred Developer Fee	\$250,000	Committed
<b>Total Sources</b>	<b>\$9,094,938</b>	

Project Uses	Amount	Per Home	Per SF
Acquisition Costs	\$667,507	\$20,860	\$16.28
Construction	\$7,146,312	\$223,322	\$174.29
Soft Costs	\$441,850	\$13,808	\$10.78
Construction Financing	\$272,489	\$8,515	\$6.65
Permanent Financing	\$253,644	\$7,926	\$6.19
Capitalized Reserves	\$64,000	\$2,000	\$1.56
Other Development Costs	\$249,136	\$7,786	\$3.41
<b>Total Uses</b>	<b>\$9,094,938</b>	<b>\$284,217</b>	<b>\$219.26</b>

**Applicant:** Bellwether  
**Project Name:** Overlake TOD  
**Location:** 15218 NE Shen Street, Redmond, WA  
**Project Description:** New construction of 333 homes for low- to moderate-income households (30-80% AMI), including set-asides and services specific to people living with physical, intellectual and developmental disabilities (IDD).

Residential Project Sources	Amount Total	Amount per Unit
4% LIHTC Equity	\$ 67,588,520	\$2,048,137
Senior Private Lender Loan	\$ 21,000,000	\$636,364
Amazon Housing Equity Fund	\$ 36,630,000	\$1,110,000
Evergreen Impact Housing Fund	\$ 13,458,054	\$407,820
Developer Fee Note	\$ 2,500,000	\$75,758
King County TOD Fund	\$ 5,000,000	\$151,515
WA State HTF	\$ 5,000,000	\$151,515
ARCH HTF	\$ 3,500,000	\$106,061
IDD HTF	\$ 2,900,000	\$87,879
Bellwether Sponsor Note	\$ 3,968,062	\$120,244
<b>Total Sources</b>	<b>\$ 161,544,636</b>	<b>\$4,895,292</b>

Commercial Project Sources	Amount Total	Amount per SF
Senior Private Lender Loan (taxable)	\$ 4,015,146	\$101
Microsoft Grant	\$ 1,000,000	\$25
The City of Redmond	\$ 509,597	\$13
Bellwether Sponsor Note	\$ 31,938	\$1
<b>Total Sources</b>	<b>\$ 5,556,681</b>	<b>\$139</b>

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$340,000	\$1,021	\$1.00
Construction	\$128,667,759	\$386,390	\$379.81
Soft Costs	\$ 14,768,733	\$44,351	\$43.60
Pre-Development / Bridge Financing	\$300,000	\$901	\$0.89
Financing and Bond Related Costs	\$18,204,709	\$54,669	\$53.74
Other Development Costs	\$4,820,116	\$14,475	\$14.23
<b>Total Development Costs</b>	<b>\$167,101,317</b>	<b>\$501,806</b>	<b>\$493.26</b>