

Ordinance No. 121135

Council Bill No. 114516

AN ORDINANCE relating to affordable housing development; authorizing an agreement with the Washington State Department of Community, Trade and Economic Development and the acceptance by the City of One Hundred Ninety Thousand Dollars (\$190,000) thereunder; authorizing a grant to HomeSight to support development of housing for low-income buyers; increasing the 2003 Budget of the Office of Housing by making an appropriation conditioned on receipt of State funds; and ratifying and confirming prior acts, all by a vote of three-fourths of the members of the City Council.

CF No. _____

Date Introduced:	MAR 31 2003	
Date 1st Referred:	MAR 31 2003	To: (committee) Housing, Human Services & Community Development
Date Re - Referred:		To: (committee) Committee
Date Re - Referred:		To: (committee)
Date of Final Passage:		Full Council Vote: 8-0
Date Presented to Mayor:	4-29-03	Date Approved: 5/8/03
Date Returned to City Clerk:	5/9/03	Date Published: 4 pag
Date Vetted by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Committee Action:

(Handwritten initials)
Approved and amended 2-0 RJM, JN

4-28-03 Passed 8-0 (Excused: C)

This file is complete and ready for presentation to Full Council. Com

Law Department
Law Dept. Review

OMP
Review

(Handwritten initials)
City Clerk
Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

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Councilmember

Committee Action:

(W)
Approved ²⁻²⁰ and amended RJM, JN

4-28-03 Passed 8-0 (Excused: Conlin)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Department

Law Dept. Review

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Review

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City Clerk
Review

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ORDINANCE 121135

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2 AN ORDINANCE relating to affordable housing development; authorizing an agreement with
3 the Washington State Department of Community, Trade and Economic Development and
4 the acceptance by the City of One Hundred Ninety Thousand Dollars (\$190,000)
5 thereunder; authorizing a grant to HomeSight to support development of housing for low-
6 income buyers; increasing the 2003 Budget of the Office of Housing by making an
7 appropriation conditioned on receipt of State funds; and ratifying and confirming prior
8 acts, all by a vote of three-fourths of the members of the City Council.

9 WHEREAS, the Washington State Department of Community, Trade and Economic
10 Development (CTED) invited, and subsequently approved, an application from the City
11 of Seattle and HomeSight, a private not for profit housing developer, to fund a pilot
12 project to demonstrate that commercially viable, affordable and attractive high-density
13 residential projects can be built in urban growth areas; and

14 WHEREAS, pursuant to Ordinance 119548, the City has entered into a contract for the sale to
15 HomeSight of certain real property commonly known as Parcel 4b of the Dearborn-
16 Hiawatha Properties located at 813 Davis Place, Seattle, for the development of housing
17 for low-income home buyers; and

18 WHEREAS, the Washington State Department of Community, Trade and Economic
19 Development has proposed an agreement with The City of Seattle related to the Davis
20 Place Condominium project ("Project"); and

21 WHEREAS, the proposed agreement provides for the majority of the funds paid to the City to be
22 disbursed to HomeSight for costs of the Project; NOW, THEREFORE,

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

24 Section 1. The Director of the Office of Housing (OH) or her designee is authorized
25 to execute, deliver, and administer, for and on behalf of The City of Seattle, an agreement with
26 the Washington State Department of Community, Trade and Economic Development ("CTED")
27 under which the City will receive up to One Hundred Ninety Thousand Dollars (\$190,000) to
28 HomeSight's Davis Place Condominium project ("Project"), based on the form attached hereto
as Exhibit A, with such revisions and amendments as such Director may deem necessary or

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3/12/03
Version #2

1 appropriate to carry out the intent of this ordinance ("Agreement") The intent of CTED and the
2 City is to demonstrate that commercially viable, affordable and attractive high-density residential
3 projects can be built in urban growth areas. Payments to the City under the Agreement, when
4 received, are hereby accepted and shall be deposited in the Low Income Housing Subfund.

5 Section 2. A Scope of Work, Exhibit A of the Agreement, specifies the project tasks
6 to be completed by the Office of Housing, the Department of Design, Construction and Land
7 Use, by the Seattle Department of Transportation, and by HomeSight in order to carry out the
8 purpose of the Agreement. The Director of the Office of Housing is authorized to negotiate,
9 execute, perform, administer, and modify an agreement between the City and HomeSight
10 ("HomeSight Contract") under which, contingent on the receipt of funds from CTED under the
11 Agreement, the City will grant to HomeSight up to \$175,000 for costs of the Project. The
12 HomeSight Contract shall require that the grant funds be used for costs attributable to units that
13 will be sold to and occupied by low-income households, as defined in RCW 35.21.685, on
14 below-market terms of sale. The Director of the Office of Housing will be responsible for
15 disbursement of the funds to HomeSight in accordance with the HomeSight Contract. Nothing in
16 this ordinance or the Agreement shall be construed to authorize or require any action by any City
17 department or officer contrary to applicable development regulations or otherwise contrary to
18 law, nor to commit the City to the result of any regulatory or permit process, nor to modify any
19 processes or standards applicable to the Project.
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23 Section 3. To carry out the purpose of the Agreement authorized in Section 1, and
24 contingent upon the execution of that Agreement, the appropriation for the following in the 2003
25 budget is increased as follows:
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Fund	Department	Line of Business	Amount
1 Low Income Housing	OH	Office of Housing (XZ1B1)	\$190,000
2 Subfund (16440)			

3
4 provided that such increase in expenditure authority is conditioned upon, and limited to the
5 extent of, the receipt of money from CTED under the Agreement. Unspent funds so
6 appropriated shall carry forward to subsequent fiscal years until they are exhausted. The
7 foregoing notwithstanding, to the extent that the total amount received by the City under the
8 Agreement as of the end of 2003, after reduction by any amount the City shall be required to
9 return to CTED, is less than \$190,000, the unexpended portion of the appropriation in this
10 Section shall be deemed abandoned.
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12 Section 4. Any act consistent with the authority and prior to the effective date of this
13 ordinance is hereby ratified and confirmed.
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Section 5. The foregoing appropriation is made to meet actual necessary expenditures of the City for which insufficient appropriation has been made due to causes which could not reasonably have been foreseen at the time of the making of the 2003 budget; therefore, in accordance with RCW Chapter 35.32A, by reason of the facts above stated, this ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths vote of all the members of the City Council the 28th day of April, 2003, and signed by me in open session in authentication of its passage this 28th day of April, 2003.

Peter Stemberk
President _____ of the City Council

Approved by me this 8th day of May, 2003.

Gregory J. Nickels
Gregory J. Nickels, Mayor

Filed by me this 9th day of May, 2003.

Janeen E. Pippin
City Clerk

(Seal)

Attachments: Exhibit A (Interlocal Agreement and Scope of Work)



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Interlocal Agreement
Between
Washington State
Department of Community, Trade and Economic Development
And
The City of Seattle

THIS AGREEMENT is made and entered into by and between the Department of Community, Trade and Economic Development, hereinafter referred to as "CTED", and the City of Seattle, hereinafter referred to as "the CITY".

WHEREAS, CTED is authorized by RCW 43.330.050(5) to cooperate with and provide assistance to local governments and local agencies serving the communities of the state for the purpose of aiding orderly, productive, and coordinated development of the state,

NOW THEREFORE, all parties mutually agree to the following:

1. SCOPE OF WORK

The purpose of this Agreement is to demonstrate that commercially viable, affordable and attractive high-density residential projects can be built in urban growth areas. Attachment A, Scope of Work, is by this reference incorporated into this Agreement.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2002, and be completed on June 30, 2003, unless terminated sooner as provided herein.

3. PAYMENT

CTED shall pay the CITY an amount not to exceed one hundred ninety thousand dollars (\$190,000) for the performance of all things necessary for, or incidental to, the services as set forth in Section 1 of this agreement.

On or after November 1, 2002, and upon completion of that portion of the scope of work to that date, the CITY shall submit an invoice voucher to CTED for an amount equal to no more than one hundred forty-two thousand five hundred dollars (\$142,500). Upon completion of the entire scope of work, no earlier than June 30, 2003, and no later than the expiration of this Agreement, the CITY shall submit an invoice voucher to CTED for an amount equal to no more than forty-seven thousand five hundred dollars (\$47,500). Any funds apportioned to be distributed by the

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terms of this Agreement and not requested by the CITY, or, if requested and not approved
distribution by CTED, shall be forfeited by the CITY.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to ensure that records and documents provided by the other party are not erroneously disclosed to third parties.

5. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by CTED. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

6. INDEPENDENT CAPACITY

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

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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8. TERMINATION

Any party may terminate this Agreement upon 30 days' prior written notification to the other party. 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.

9. TERMINATION FOR CAUSE

If for any cause, any party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved parties will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved parties to the other.

10. SAVINGS

CTED may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract. Such termination shall be effective ten (10) days from the date of mailing.

11. HOLD HARMLESS

Each party shall protect and hold harmless the other party from and against all claims, suits or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement.

12. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by CTED, a representative appointed by the CITY and a third party mutually agreed by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, ordinance or rule, the inconsistency shall be resolved by giving precedence in the following order.

- a. Applicable state and federal statutes and rules;
- b. Applicable City of Seattle ordinances and rules;
- c. This Section of this Agreement;
- d. Scope of work attached hereto; and e. Any other provisions of the Agreement, including materials incorporated by reference.

Any provision of this Agreement or its attached Scope of Work notwithstanding: (a) nothing herein shall be construed to require the City to exercise its legislative or regulatory authority in a manner that is inconsistent with local ordinances, statutes or authority; (b) any reference to any time by which permits will or may be issued is subject to the processes required by applicable City ordinances and other laws, including without limitation any appeals, and to the outcomes of those processes.

14. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

15. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

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17. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for CTED is: Heather Ballash, PO Box 48350, Olympia, WA 98504-8350. (360) 725-2808.

The Program Manager for the CITY is Bill Rumpf, 500 Fifth Avenue, Ste 5700, Seattle, WA 98104. (206) 615-1577.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Department of Community, Trade,
And Economic Development

City of Seattle

By: _____
Martha Choe, Director

By: _____
Title: _____

Date: _____

Date: _____

Approved as to Form

Federal Tax Identification Number (TIN)

Assistant Attorney General

Date

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Scope of Work
DAVIS PLACE CONDOS
A partnership between the City of Seattle and HomeSight

Project Goal:

Have the land acquisition, permitting and financing completed in order to start construction of Davis Place Condos in May of 2003.

At project completion, Davis Place Condos will be an attractive housing development that adds positively to the neighborhood and offers families affordable home ownership opportunities. Successful project completion will also demonstrate the effectiveness of a solid partnership between the City of Seattle and HomeSight. The City will have the opportunity to study, in built form, the effects of some revisions to its current standards for the built environment. These revisions will provide greater flexibility for creative development proposals, while achieving the City's Comprehensive Plan and growth management goals. This project will help inform City decisions to amend regulations and/or processes that could then be applied more broadly. These revisions will allow HomeSight to produce new homes affordable to low- and moderate-income first-time homeowners and to create an asset for the Jackson Place Community.

Project Tasks:

1. Land Acquisition

The City and HomeSight have executed a purchase and sale agreement for transfer of this property from the City to HomeSight.

Subtasks:

- a. The 14' wide strip of land along the west property line, adjacent to the Cedar River water main corridor, is to be transferred from the jurisdiction of the Office of Housing to Seattle Public Utilities. This transfer will occur internally within the City prior to HomeSight's purchase of the land.

Deliverable: Transfer of jurisdiction recorded so that title report on the property to be purchased by HomeSight does not include this strip.
Timeframe: by beginning of 2003 in order to finalize project financing
Resource: Office of Housing -- primary, HomeSight -- secondary

- b. HomeSight to acquire property prior to start of construction.

Deliverable: Close on sale
Timeframe: May 2003
Resource: Office of Housing, HomeSight

2. Construction Financing

HomeSight will obtain the construction financing best suited to this project. This will probably involve funds from a number of sources.

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Subtasks:

- a. HomeSight to meet with its private lending partners to develop the construction loan best suited for this project.
Deliverable: Selection of lending partner
Timeframe: Spring 2003
Resource: HomeSight
- b. Explore feasibility of using location efficient mortgages in order to maximize the affordability for buyers.
Deliverable: Decide whether or not to pursue location efficient mortgages
Timeframe: Spring 2003
Resource: HomeSight
- c. Obtain construction financing package for this project
Deliverable: Close on construction financing loans
Timeframe: Spring 2003
Resource: HomeSight

3. **Permanent Financing**

HomeSight will assemble purchase assistance necessary for low- and moderate-income first time homeowners to purchase homes at Davis Place Condos.

Subtasks:

- a. City discounted the value of the land in return for providing 6 units affordable to those at or below 80% of area median income.
Timeframe: done
- b. City awarded HomeSight's request for a Property Tax Exemption for Davis Place Condos. Subsequent administrative steps will be taken to complete the process.
Deliverable: Complete all required paperwork in time to not delay project start, such as the contract for Property Tax Exemption if required.
Timeframe: Spring 2003
Resource: Office of Housing, HomeSight
- c. City awarded HomeSight's request for \$560,000 of purchase assistance for HomeSight's Puget Sound Revolving Loan Fund specifically dedicated to buyers of Davis Place Condos. Subsequent administrative steps are necessary to make these funds accessible to HomeSight.
Deliverable: Complete amendment of existing memorandum of understanding between the City and HomeSight
Timeframe: February 2003
Resource: Office of Housing

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4. Land Use and Building Permitting

This project involves a number of land use, grading and building permits. Seattle Department of Design, Construction and Land Use (DCLU) will expedite the reviews of required permit submittals in order to have all permits issued in time to start construction by the beginning of May 2003.

Subtasks:

- a. DCLU and HomeSight will meet to outline permits required for this project and to establish permitting schedule which will allow all permits to be issued by the beginning of April 2003. This will include a discussion of the status of those permit submittal already made.
Deliverable: Permitting schedule, including list of permits required and understanding of permitting status. Both parties agree to abide by the schedule produced, unless subsequent changes are agreed upon by both parties and these changes do not delay permit issuance by the beginning of April 2003.
Timeframe: Fall 2002
Resource: DCLU, HomeSight
- b. DCLU will complete all permit reviews and paperwork in order to have permits issued by beginning of April 2003.
Deliverable: All permits issued
Timeframe: by beginning of April 2003
Resource: DCLU -- reviews, HomeSight -- submittals
- c. DCLU and HomeSight will work together to determine how to create an exception in building height measurement techniques in order to be able to build 2-story residential buildings whose first floors are essentially at grade (ie without having to build the first floor below ground) on a site which had been previously excavated. This will demonstrate a possible solution to the difficulties with the current height measurement technique which relies on existing grade (or proposed grade, whichever is more restrictive) as the point from which maximum building height is determined. As a result, the previous excavation on this site essentially renders it impossible to build a 2-story residential building within this multi-family zone.
Deliverable: DCLU will determine process required to accomplish this task and how to work this into the permitting schedule
Timeframe: Fall 2002
Resource: DCLU -- primary, HomeSight -- secondary
- d. DCLU and HomeSight will work together to determine options to further reduce parking requirements for affordable units. This will help demonstrate how alternative transportation modes can help reduce the need for parking and thus the cost of housing development, while helping the City achieve its Comprehensive Plan goal of reducing reliance on the automobile.
Deliverable: DCLU will explore options open to it and HomeSight to explore feasibility of participating in the FlexCar program

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Timeframe: Fall 2002
Resource: DCLU, HomeSight

- e. DCLU and HomeSight will work together to determine options to reduce lot coverage limitations for this project. This will demonstrate greater flexibility in development standards which can still result in a livable development that is acceptable to the neighborhood, due to use of the Neighborhood Design Review process.

Deliverable: DCLU and HomeSight will meet to explore options and if feasible, to incorporate necessary process into permitting schedule

Timeframe: Fall 2002
Resource: DCLU, HomeSight

5. Infrastructure Permitting

This project involves a number of infrastructure permits which are required and coordinated by Seattle Department of Transportation (SDOT), including work within the rights-of-ways adjacent to the project site as well as infrastructure work to be completed on private property. SDOT will expedite the reviews of required permit submittals in order to have all permits issued in time to start construction by the beginning of May 2003.

Subtasks:

- a. SDOT and HomeSight will meet to outline scope of work and permits required for this project, and to establish permitting schedule which will allow all permits to be issued by the beginning of April 2003. This will include a discussion of the status of those permit submittal already made. In addition, SDOT and HomeSight will establish schedule for tasks required after permit issuance, prior to start of construction.

Deliverable: Permitting schedule, including list of permits required and understanding of permitting status. Schedule of additional tasks required prior to start of construction. Both parties agree to abide by the schedule produced, unless subsequent changes are agreed upon by both parties and these changes do not delay permit issuance by the beginning of April 2003.

Timeframe: Fall 2002
Resource: SDOT, HomeSight

- b. SDOT will complete all permit reviews and paperwork in order to have all required permits issued by beginning of April 2003. In addition, any tasks required prior to start of construction will be completed by the beginning of April 2003

Deliverable: All permits issued, all additional required tasks completed
Timeframe: by beginning of April 2003
Resource: SDOT -- reviews, HomeSight -- submittals

- c. SDOT and HomeSight will work together to relax some street standards in order to achieve a more affordable project. This will include specifics such as a method to install curbs, sidewalks and gutters where required for this project in a manner which minimizes the removal and repaving of the existing streets which are in good condition. This will

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help demonstrate how greater flexibility in City standards can increase the stock of affordable housing while also preserving the functionality required by the City.

Deliverable: SDOT to complete review of HomeSight's submittal proposing how this can be done, and come to agreement with HomeSight on scope of this work specifically to minimize costs while preserving the functionality required by the City.

Timeframe: early November 2002

Resource: SDOT - primary, HomeSight - secondary

- d. SDOT and HomeSight will work to reduce the width of the planting strips required. This will provide, in built form, an example of a narrower planting strip to inform City discussions to amend such standards.

Deliverable: SDOT to complete review of HomeSight's submittal proposing how this can be done, and come to agreement with HomeSight on scope of this work specifically to minimize the removal and repaving of streets in good condition.

Timeframe: early November 2002

Resource: SDOT - primary, HomeSight - secondary

- e. SDOT and HomeSight will determine process to expedite survey process prior to installation of public infrastructure.

Deliverable: SDOT will agree to allow HomeSight to bring private surveyors to complete this work.

Timeframe: Fall 2002

Resource: SDOT - primary, HomeSight - secondary

6. **Creating an finished project attractive to the community**

It is HomeSight's standard procedure to include the neighborhood in its development process. This process has been initiated for Davis Place Condos and will be maintained through development.

Subtasks:

- a. HomeSight submitted a development proposal for this site that was responsive to the criteria established by the City and the Jackson Place Community Council.

Deliverable: Site was awarded to HomeSight after evaluation of proposal by both the City of Seattle and the Jackson Place Community Council and after a presentation to the community

Timeframe: Done

Resource: HomeSight

- b. HomeSight will establish means to keep dialogue with the community open.

Deliverable: HomeSight met voluntarily with the Jackson Place Community Council to report on project status and also to invite the Council to establish a Design Liaison Committee from within the community. HomeSight has met with this committee.

Timeframe: Done

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Resource: HomeSight

- c. HomeSight will continue to keep the Jackson Place Community Council informed of the progress of Davis Place Condos.
- Deliverable:** HomeSight will make a presentation to the Jackson Place Community Council. At that meeting, the community will reconfirm a design liaison committee to work with HomeSight through this project.
- Timeframe:** Fall 2002 for next meeting to Community Council meeting, Winter/Spring 2003 for additional presentations to the Design Liaison Committee
- Resource:** HomeSight
- d. HomeSight will meet with interested neighbors of the project as the project design evolves.
- Deliverable:** HomeSight will complete the DCLU Neighborhood Design Review process. Two formal presentations have already been made and one more will follow.
- Timeframe:** Spring 2003 for the completion
- Resource:** HomeSight -- primary, DCLU -- secondary
- e. The Jackson Place Community Council will be informed of the implications of selection as a Housing Demonstration Project by CTED.
- Deliverable:** HomeSight will make a presentation to the Jackson Place Community Council regarding the award and its implications. The Community Council will also be involved in discussions on the development of the ordinance to allow revisions to the height measurement technique, parking requirements and lot coverage limitations.
- Timeframe:** Fall 2002 for next meeting to Community Council meeting, Winter/Spring 2003 for additional presentations
- Resource:** HomeSight, DCLU
- f. At the request of the Jackson Place Community, HomeSight will pursue the creation of a P-Patch on this property for the use of the owners of Davis Place Condos and the greater community.
- Deliverable:** HomeSight will meet with P-Patch staff to determine feasibility and if feasible to determine next steps and schedule.
- Timeframe:** Fall 2002
- Resource:** HomeSight
- g. HomeSight will explore the feasibility of upgrading its standard exterior finishes and landscaping in order to create an attractive development of new homes.
- Deliverable:** HomeSight will explore different approaches to accomplish this and to make decision of what it will implement.
- Timeframe:** Fall 2002 -- Spring 2003
- Resource:** HomeSight

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Eric Pravitz/OH
March 14, 2003
CTED Ord2
Version #3

Fiscal Note

Department:	Contact Person/Phone:	DOF Analyst/Phone:
OH	Eric Pravitz/4-0362	Janet Credo/4-8687

Legislation Title:

AN ORDINANCE relating to affordable housing development; authorizing an agreement with the Washington State Department of Community, Trade and Economic Development and the acceptance by the City of One Hundred Ninety Thousand Dollars (\$190,000) thereunder; authorizing a grant to HomeSight to support development of housing for low-income buyers; increasing the 2003 Budget of the Office of Housing by making an appropriation conditioned on receipt of State funds; and ratifying and confirming prior acts, all by a vote of three-fourths of the members of the City Council.

Summary of the Legislation:

This legislation will authorize OH to enter into an agreement with the Washington State Department of Community, Trade and Economic Development to administer a grant for HomeSight's Davis Place condominium project, a pilot project to demonstrate that commercially viable, affordable and attractive high-density residential projects can be built in urban growth areas. OH will disburse the grant funds subsequent to successful completion of tasks set forth in the Scope of Work within the Interlocal Agreement between CTED and the City (Exhibit A of the Ordinance).

Appropriations (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
Low Income Housing Subfund (16440)	OH	Housing (XZ1BI)	\$190	0
TOTAL			\$190	0

** This is line of business for operating budgets, and program or project for capital improvements*

This \$190,000 state grant to the City will serve mainly as a pass through grant to Homesight as the contractor for services to complete the project. The City will retain a portion of the grant for administration.

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Eric Pravitz/OH
 March 14, 2003
 CTED Ord2
 Version #3

Expenditures (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2003 Expenditures	2004 Anticipated Expenditures
Low Income Housing Subfund (16440)	OH	Housing (XZ1BI)	\$190	0
TOTAL			\$190	0

* This is line of business for operating budgets, and program or project for capital improvements

The CTED grant will provide \$175,000 for project costs and \$15,000 to the City for administration. The project budget is broken down as follows:

Total award from CTED:	\$190,000
DCLU for tasks designated in this scope of work:	\$5,000
SDOT for tasks designated in this scope of work:	\$5,000
OH for tasks designated in this scope of work:	\$5,000
HomeSight for costs of the project to the City (land acquisition and permitting)	
In order to install upgraded exterior finishes and landscaping	\$175,000

The City of Seattle will execute an agreement with HomeSight, and consultants for those tasks for which they are responsible and for which they are being compensated by funding from CTED through the City of Seattle under the Interlocal Agreement attached as Exhibit A of the ordinance.

Anticipated Revenue/Reimbursement (in \$1,000's):

Fund Name and Number	Department	Revenue Source	2003 Revenue	2004 Revenue
Low Income Housing Subfund (16440)	OH	Grant Award - DCTED	\$190	0
TOTAL			\$190	0

Total Permanent Positions Created or Abrogated Through Legislation, Including FTE Impact; Estimated FTE Impact for Temporary Positions:

Fund Name and Number	Department	Position Title	2003 FTE	2004 FTE
N/A				
TOTAL				

Do positions sunset in the future?

N/A

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Version #3

Background

This legislation will authorize OH to enter into an agreement with the Washington State Department of Community, Trade and Economic Development to accept and administer a grant in the amount of \$190,000 to fund the activities of HomeSight, in a pilot project to demonstrate that commercially viable, affordable and attractive high-density residential projects can be built in urban growth areas. OH will disburse the grant funds subsequent to successful completion of tasks set forth in the Scope of Work within the Interlocal Agreement between CTED and the City (Exhibit A of the Ordinance).

The financial cost of not implementing the legislation

Loss of a \$190,000 grant.

Possible alternatives to the legislation which could achieve the same or similar objectives

Without the grant, certain improvements to the Davis Place condominium project design would not occur.

Is the legislation subject to public hearing requirements

No.

Other Issues

The CTED grant will provide funds to enhance the quality of the Davis Place condominium project, contributing to the redevelopment of the Jackson Place community.

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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 20, 2003

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

The attached ordinance will authorize the Director of the Office of Housing to enter into an agreement with the Washington State Department of Community, Trade and Economic Development to accept and administer the disbursement of a grant to HomeSight's Davis Place condominium project. HomeSight and the City of Seattle were awarded \$190,000 to fund a pilot project to demonstrate that commercially viable, affordable and attractive high-density residential projects can be built in urban growth areas. The Office of Housing will disburse the grant funds as work is completed by HomeSight in accordance with the Scope of Work (attachment A) of the Agreement.

HomeSight is a local not for profit developer of low-income housing. HomeSight was selected through a competitive process to develop Parcel 4b of the Dearborn-Hiawatha properties in the Jackson Place community. HomeSight is under agreement to purchase Parcel 4b from the City for the purpose of developing homeownership units. The Davis Place condominium project will add 34 new affordable homes to the rapidly changing Jackson Place community. This innovative project will include public open space and a new P-Patch garden.

Thank you for your consideration of this legislation. Should you have questions please contact Eric Pravitz in the Office of Housing at 4-0362.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@ci.seattle.wa.us

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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Interlocal Agreement
Between
Washington State
Department of Community, Trade and Economic Development
And
The City of Seattle

THIS AGREEMENT is made and entered into by and between the Department of Community, Trade and Economic Development, hereinafter referred to as "CTED", and the City of Seattle, hereinafter referred to as "the CITY".

WHEREAS, CTED is authorized by RCW 43.330.050(5) to cooperate with and provide assistance to local governments and local agencies serving the communities of the state for the purpose of aiding orderly, productive, and coordinated development of the state,

NOW THEREFORE, all parties mutually agree to the following:

1. SCOPE OF WORK

The purpose of this Agreement is to demonstrate that commercially viable, affordable and attractive high-density residential projects can be built in urban growth areas. Attachment A, Scope of Work, is by this reference incorporated into this Agreement.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2002, and be completed on June 30, 2003, unless terminated sooner as provided herein.

3. PAYMENT

CTED shall pay the CITY an amount not to exceed one hundred ninety thousand dollars (\$190,000) for the performance of all things necessary for, or incidental to, the services as set forth in Section 1 of this agreement.

On or after November 1, 2002, and upon completion of that portion of the scope of work to that date, the CITY shall submit an invoice voucher to CTED for an amount equal to no more than one hundred forty-two thousand five hundred dollars (\$142,500). Upon completion of the entire scope of work, no earlier than June 30, 2003, and no later than the expiration of this Agreement, the CITY shall submit an invoice voucher to CTED for an amount equal to no more than forty-seven thousand five hundred dollars (\$47,500). Any funds apportioned to be distributed by the

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terms of this Agreement and not requested by the CITY, or, if requested and not approved for distribution by CTED, shall be forfeited by the CITY.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to ensure that records and documents provided by the other party are not erroneously disclosed to third parties.

5. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by CTED. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

6. INDEPENDENT CAPACITY

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

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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8. TERMINATION

Any party may terminate this Agreement upon 30 days' prior written notification to the other party. 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.

9. TERMINATION FOR CAUSE

If for any cause, any party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved parties will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved parties to the other.

10. SAVINGS

CTED may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract. Such termination shall be effective ten (10) days from the date of mailing.

11. HOLD HARMLESS

Each party shall protect and hold harmless the other party from and against all claims, suits or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement.

12. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by CTED, a representative appointed by the CITY and a third party mutually agreed by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

14. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

15. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

17. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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18. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for CTED is: Heather Ballash, PO Box 48350, Olympia, WA 98504-8350. (360) 725-2808.

The Program Manager for the CITY is Bill Rumpf, 500 Fifth Avenue, Ste. 5700, Seattle, WA 98104. (206) 615-1577.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Department of Community, Trade,
And Economic Development

City of Seattle

By: _____
Martha Choe, Director

By: _____

Title: _____

Date: _____

Date: _____

Federal Tax Identification Number (TIN)

Approved as to Form

Assistant Attorney General

Date

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Scope of Work
DAVIS PLACE CONDOS
A partnership between the City of Seattle and HomeSight

Project Goal:

Have the land acquisition, permitting and financing completed in order to start construction of Davis Place Condos in May of 2003.

At project completion, Davis Place Condos will be an attractive housing development that adds positively to the neighborhood and offers families affordable home ownership opportunities. Successful project completion will also demonstrate the effectiveness of a solid partnership between the City of Seattle and HomeSight. The City will have the opportunity to study, in built form, the effects of some revisions to its current standards for the built environment. These revisions will provide greater flexibility for creative development proposals, while achieving the City's Comprehensive Plan and growth management goals. This project will help inform City decisions to amend regulations and/or processes that could then be applied more broadly. These revisions will allow HomeSight to produce new homes affordable to low- and moderate-income first-time homeowners and to create an asset for the Jackson Place Community.

Project Tasks:

1. Land Acquisition

The City and HomeSight have executed a purchase and sale agreement for transfer of this property from the City to HomeSight.

Subtasks:

- a. The 14' wide strip of land along the west property line, adjacent to the Cedar River water main corridor, is to be transferred from the jurisdiction of the Office of Housing to Seattle Public Utilities. This transfer will occur internally within the City prior to HomeSight's purchase of the land.

Deliverable: Transfer of jurisdiction recorded so that title report on the property to be purchased by HomeSight does not include this strip.
Timeframe: by beginning of 2003 in order to finalize project financing
Resource: Office of Housing - primary, HomeSight -- secondary

- b. HomeSight to acquire property prior to start of construction.

Deliverable: Close on sale
Timeframe: May 2003
Resource: Office of Housing, HomeSight

2. Construction Financing

HomeSight will obtain the construction financing best suited to this project. This will probably involve funds from a number of sources.

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Subtasks:

- a. HomeSight to meet with its private lending partners to develop the construction loan best suited for this project.
Deliverable: Selection of lending partner
Timeframe: Spring 2003
Resource: HomeSight
- b. Explore feasibility of using location efficient mortgages in order to maximize the affordability for buyers.
Deliverable: Decide whether or not to pursue location efficient mortgages
Timeframe: Spring 2003
Resource: HomeSight
- c. Obtain construction financing package for this project
Deliverable: Close on construction financing loans
Timeframe: Spring 2003
Resource: HomeSight

3. **Permanent Financing**

HomeSight will assemble purchase assistance necessary for low- and moderate-income first time homeowners to purchase homes at Davis Place Condos.

Subtasks:

- a. City discounted the value of the land in return for providing 6 units affordable to those at or below 80% of area median income.
Timeframe: done
- b. City awarded HomeSight's request for a Property Tax Exemption for Davis Place Condos. Subsequent administrative steps will be taken to complete the process.
Deliverable: Complete all required paperwork in time to not delay project start, such as the contract for Property Tax Exemption if required.
Timeframe: Spring 2003
Resource: Office of Housing, HomeSight
- c. City awarded HomeSight's request for \$560,000 of purchase assistance for HomeSight's Puget Sound Revolving Loan Fund specifically dedicated to buyers of Davis Place Condos. Subsequent administrative steps are necessary to make these funds accessible to HomeSight.
Deliverable: Complete amendment of existing memorandum of understanding between the City and HomeSight
Timeframe: February 2003
Resource: Office of Housing

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4. Land Use and Building Permitting

This project involves a number of land use, grading and building permits. Seattle Department of Design, Construction and Land Use (DCLU) will expedite the reviews of required permit submittals in order to have all permits issued in time to start construction by the beginning of May 2003.

Subtasks:

- a. DCLU and HomeSight will meet to outline permits required for this project and to establish permitting schedule which will allow all permits to be issued by the beginning of April 2003. This will include a discussion of the status of those permit submittal already made.
- Deliverable:** Permitting schedule, including list of permits required and understanding of permitting status. Both parties agree to abide by the schedule produced, unless subsequent changes are agreed upon by both parties and these changes do not delay permit issuance by the beginning of April 2003.
- Timeframe:** Fall 2002
- Resource:** DCLU, HomeSight
- b. DCLU will complete all permit reviews and paperwork in order to have permits issued by beginning of April 2003.
- Deliverable:** All permits issued
- Timeframe:** by beginning of April 2003
- Resource:** DCLU -- reviews, HomeSight -- submittals
- c. DCLU and HomeSight will work together to determine how to create an exception in building height measurement techniques in order to be able to build 2-story residential buildings whose first floors are essentially at grade (ie without having to build the first floor below ground) on a site which had been previously excavated. This will demonstrate a possible solution to the difficulties with the current height measurement technique which relies on existing grade (or proposed grade, whichever is more restrictive) as the point from which maximum building height is determined. As a result, the previous excavation on this site essentially renders it impossible to build a 2-story residential building within this multi-family zone.
- Deliverable:** DCLU will determine process required to accomplish this task and how to work this into the permitting schedule
- Timeframe:** Fall 2002
- Resource:** DCLU - primary, HomeSight - secondary
- d. DCLU and HomeSight will work together to determine options to further reduce parking requirements for affordable units. This will help demonstrate how alternative transportation modes can help reduce the need for parking and thus the cost of housing development, while helping the City achieve its Comprehensive Plan goal of reducing reliance on the automobile.
- Deliverable:** DCLU will explore options open to it and HomeSight to explore feasibility of participating in the FlexCar program

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Timeframe: Fall 2002
Resource: DCLU, HomeSight

- e. DCLU and HomeSight will work together to determine options to reduce lot coverage limitations for this project. This will demonstrate greater flexibility in development standards which can still result in a livable development that is acceptable to the neighborhood, due to use of the Neighborhood Design Review process.
- Deliverable:** DCLU and HomeSight will meet to explore options and if feasible, to incorporate necessary process into permitting schedule
- Timeframe:** Fall 2002
Resource: DCLU, HomeSight

5. Infrastructure Permitting

This project involves a number of infrastructure permits which are required and coordinated by Seattle Department of Transportation (SDOT), including work within the rights-of-ways adjacent to the project site as well as infrastructure work to be completed on private property. SDOT will expedite the reviews of required permit submittals in order to have all permits issued in time to start construction by the beginning of May 2003.

Subtasks:

- a. SDOT and HomeSight will meet to outline scope of work and permits required for this project, and to establish permitting schedule which will allow all permits to be issued by the beginning of April 2003. This will include a discussion of the status of those permit submittal already made. In addition, SDOT and HomeSight will establish schedule for tasks required after permit issuance, prior to start of construction.
- Deliverable:** Permitting schedule, including list of permits required and understanding of permitting status. Schedule of additional tasks required prior to start of construction. Both parties agree to abide by the schedule produced, unless subsequent changes are agreed upon by both parties and these changes do not delay permit issuance by the beginning of April 2003.
- Timeframe:** Fall 2002
Resource: SDOT, HomeSight
- b. SDOT will complete all permit reviews and paperwork in order to have all required permits issued by beginning of April 2003. In addition, any tasks required prior to start of construction will be completed by the beginning of April 2003
- Deliverable:** All permits issued, all additional required tasks completed
Timeframe: by beginning of April 2003
Resource: SDOT -- reviews, HomeSight -- submittals
- c. SDOT and HomeSight will work together to relax some street standards in order to achieve a more affordable project. This will include specifics such as a method to install curbs, sidewalks and gutters where required for this project in a manner which minimizes the removal and repaving of the existing streets which are in good condition. This will

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help demonstrate how greater flexibility in City standards can increase the stock of affordable housing while also preserving the functionality required by the City.

Deliverable: SDOT to complete review of HomeSight's submittal proposing how this can be done, and come to agreement with HomeSight on scope of this work specifically to minimize costs while preserving the functionality required by the City.

Timeframe: early November 2002

Resource: SDOT - primary, HomeSight - secondary

- d. SDOT and HomeSight will work to reduce the width of the planting strips required. This will provide, in built form, an example of a narrower planting strip to inform City discussions to amend such standards.

Deliverable: SDOT to complete review of HomeSight's submittal proposing how this can be done, and come to agreement with HomeSight on scope of this work specifically to minimize the removal and repaving of streets in good condition.

Timeframe: early November 2002

Resource: SDOT - primary, HomeSight - secondary

- e. SDOT and HomeSight will determine process to expedite survey process prior to installation of public infrastructure.

Deliverable: SDOT will agree to allow HomeSight to bring private surveyors to complete this work.

Timeframe: Fall 2002

Resource: SDOT - primary, HomeSight - secondary

6. **Creating an finished project attractive to the community**

It is HomeSight's standard procedure to include the neighborhood in its development process. This process has been initiated for Davis Place Condos and will be maintained through development.

Subtasks:

- a. HomeSight submitted a development proposal for this site that was responsive to the criteria established by the City and the Jackson Place Community Council.

Deliverable: Site was awarded to HomeSight after evaluation of proposal by both the City of Seattle and the Jackson Place Community Council and after a presentation to the community

Timeframe: Done

Resource: HomeSight

- b. HomeSight will establish means to keep dialogue with the community open.

Deliverable: HomeSight met voluntarily with the Jackson Place Community Council to report on project status and also to invite the Council to establish a Design Liaison Committee from within the community. HomeSight has met with this committee.

Timeframe: Done

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- Resource:** HomeSight
- c. HomeSight will continue to keep the Jackson Place Community Council informed of the progress of Davis Place Condos.
- Deliverable:** HomeSight will make a presentation to the Jackson Place Community Council. At that meeting, the community will reconfirm a design liaison committee to work with HomeSight through this project.
- Timeframe:** Fall 2002 for next meeting to Community Council meeting, Winter/Spring 2003 for additional presentations to the Design Liaison Committee
- Resource:** HomeSight
- d. HomeSight will meet with interested neighbors of the project as the project design evolves.
- Deliverable:** HomeSight will complete the DCLU Neighborhood Design Review process. Two formal presentations have already been made and one more will follow.
- Timeframe:** Spring 2003 for the completion
- Resource:** HomeSight -- primary, DCLU -- secondary
- e. The Jackson Place Community Council will be informed of the implications of selection as a Housing Demonstration Project by CTED.
- Deliverable:** HomeSight will make a presentation to the Jackson Place Community Council regarding the award and its implications. The Community Council will also be involved in discussions on the development of the ordinance to allow revisions to the height measurement technique, parking requirements and lot coverage limitations.
- Timeframe:** Fall 2002 for next meeting to Community Council meeting, Winter/Spring 2003 for additional presentations
- Resource:** HomeSight, DCLU
- f. At the request of the Jackson Place Community, HomeSight will pursue the creation of a P-Patch on this property for the use of the owners of Davis Place Condos and the greater community.
- Deliverable:** HomeSight will meet with P-Patch staff to determine feasibility and if feasible to determine next steps and schedule.
- Timeframe:** Fall 2002
- Resource:** HomeSight
- g. HomeSight will explore the feasibility of upgrading its standard exterior finishes and landscaping in order to create an attractive development of new homes.
- Deliverable:** HomeSight will explore different approaches to accomplish this and to make decision of what it will implement.
- Timeframe:** Fall 2002 - Spring 2003
- Resource:** HomeSight

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6. Moving into the Future

SDOT, DCLU, Seattle Office of Housing (OH) and HomeSight will document the work under this contract in order to make justifiable recommendations for changes to reduce barriers to creating attractive and affordable housing within the City of Seattle.

Subtasks:

a. SDOT, DCLU, OH and HomeSight will document key decisions and status of progress.

Deliverable: HomeSight and City will produce a project status report
Timeframe: March 2003
Resource: HomeSight -- primary; SDOT, DCLU and OH -- secondary

b. SDOT, DCLU, OH and HomeSight will independently and jointly analyze impacts of entire scope of work. This analysis shall include an evaluation of how the project met both the team's and CTED's criteria for success. As part of this effort, the team will evaluate effects of each change made as a result of this scope of work and it will make recommendations for regulatory and/or process changes considered beneficial.

Deliverable: HomeSight and City will produce a final report.
Timeframe: June 2003
Resource: SDOT, DCLU, OH, HomeSight

7. Reporting

To keep CTED informed of progress to completion of contract.

Subtask:

a. Status reports of progress to date in completion of scope of work will be submitted to CTED on December 31, 2002 and March 31, 2003. A close out Report demonstrating completion of the contract and providing financial information will be submitted to CTED on June 30, 2003.

Resource: SDOT, DCLU, OH, HomeSight

Project Budget:

Total award from CTED:	\$190,000
DCLU for tasks designated in this scope of work:	\$5,000
SDOT for tasks designated in this scope of work:	\$5,000
OH for tasks designated in this scope of work:	\$5,000
HomeSight for costs of the project to the City (land acquisition and permitting) in order to install upgraded exterior finishes and landscaping	\$175,000

The City of Seattle will execute an agreement with HomeSight, and consultants for those tasks for which they are responsible and for which they are being compensated by funding from CTED through the City of Seattle under this Agreement.

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STATE OF WASHINGTON - KING COUNTY

--SS.

No. TITLE ONLY ORDINANCES

158710
City of Seattle, Clerk's Office

Affidavit of Publication


The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

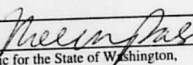
CTOT: TITLE ONLY 121133-42

was published on

5/21/2003


Subscribed and sworn to before me on

5/21/2003


Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



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State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on April 28, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8544.

ORDINANCE NO. 121128

AN ORDINANCE relating to the Neighborhood Parks, Green Spaces, Trails and Zoo Levy; authorizing the acquisition of real property at 606 NW 76th Street; authorizing the acceptance of the deed for open space, park and recreation purposes; and increasing appropriations from the 2003 Parks Levy Fund in the 2003 Budget of the Department of Parks and Recreation; all by a three-fourths vote of the City Council.

ORDINANCE NO. 121137

AN ORDINANCE relating to assistance for the homeless, authorizing an agreement with the United States Department of Housing and Urban Development for additional funds available under the Stuart B. McKinney Homeless Assistance Act, increasing an appropriation to the Human Services Department in the 2003 Budget, and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 121136

AN ORDINANCE relating to improving children's literacy, authorizing an agreement with the United States Department of Education for financial assistance to conduct an Early Reading First program; creating certain positions; increasing the expenditure allowances in the 2003 budget of the Human Services Department and Seattle Public Library by making reimbursable appropriations; and ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 121135

AN ORDINANCE relating to affordable housing development; authorizing an agreement with the Washington State Department of Community, Trade and Economic Development and the acceptance by the City of One Hundred Ninety Thousand Dollars (\$190,000) thereunder; authorizing a grant to HomeSight to support development of housing for low-income buyers; increasing the 2003 Budget of the Office of Housing by making an appropriation conditioned on receipt of State funds; and ratifying and confirming prior acts, all by a vote of three-fourths of the members of the City Council.

ORDINANCE NO. 121133

AN ORDINANCE relating to housing for low-income households, adopting the 2003-2004 Administrative and Financial Plan for 2002 Housing Levy Programs; amending the Affordable Housing Financing Plan adopted by Ordinance 120823; modifying certain policies for use of funds from the 1996 Housing Levy and 1999 Housing Levy; amending the City's Consolidated Plan; and ratifying and confirming prior acts.

ORDINANCE NO. 121142

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121141

AN ORDINANCE relating to disposition of City real property in the Pike Place Urban Renewal Project area; authorizing an agreement with the Pike Place Market Preservation and Development Authority for the transfer to the Authority of a parcel of land at 1416 Western Avenue for development of low-income housing and a senior services center; and authorizing delivery of a deed and other actions to implement the agreement; and ratifying and confirming prior acts.

ORDINANCE NO. 121140

AN ORDINANCE concerning City Council staffing related to the new Monorail project; authorizing an agreement under which the Seattle Popular Monorail Authority will fund staff services for the City Council; and amending the 2003 Budget by increasing the appropriation to the Legislative Department to provide for increased staffing related to the Monorail; all by a three-fourths vote of the City Council.

ORDINANCE NO. 121139

AN ORDINANCE relating to the Holly Park redevelopment project; authorizing the Mayor to execute a Third Amended and Restated Memorandum of Agreement with the Housing Authority of the City of Seattle.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, May 21, 2003.

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NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.