



**Legislative Department
Seattle City Council
Memorandum**

#7
C.F. 312974

Date: June 4, 2013

To: Richard Conlin, Chair
Tim Burgess, Vice Chair
Mike O'Brien, Member
Planning, Land Use and Sustainability (PLUS)

From: Michael Jenkins, Council Central Staff

Subject: Clerk's File (CF) 312974: Application of Seattle Housing Authority to amend the Property Use and Development Agreement accepted by Ordinance 121164 for property located at 6550 32nd Avenue SW to extend the expiration date from ten years to fifteen years to allow completion of the redevelopment of the High Point Garden Community (Project No. 3014928, Type IV).

1. Overview:

Seattle Housing Authority ("SHA") has requested that Council approve a five-year extension to a Property Use and Development Agreement ("PUDA") that implements Council's previous approval of a contract rezone at their High Point Garden Community ("High Point") development. High Point is addressed at 6550 - 32nd Avenue SW, located in West Seattle, generally east of 35th Ave SW between SW Raymond and SW Myrtle Streets. The PUDA was recorded under King County Recorder Number 20030617002439.

Attachment A is a copy of the rezone map from the original PUDA and Ordinance showing the approved zoning. The original PUDA (Attachment B) for this contract rezone expires July 3, 2013, which is 10 years from the effective date of Ordinance 121164, which authorized the rezone and accepted the PUDA. Council is authorized to extend the term of a PUDA under Seattle Municipal Code (SMC) Section 23.76.060; Attachment C is the proposed PUDA amendment. The Council must also approve a PUDA amendment under SMC 23.76.058, as extension of the PUDA's term is of no practical value without extending the contract rezone.

2. Type of Action – Standard of Review

A PUDA amendment is a Type IV quasi-judicial decision under SMC 23.76.058.C, and is also subject to the Appearance of Fairness Doctrine prohibiting ex-parte communication and the Council's rules on quasi-judicial proceedings (Resolution 31375).

In most quasi-judicial actions, the Hearing Examiner establishes the record for the Council's decision at an open-record hearing, following the publication of a recommendation by the Department of Planning and Development ("DPD"). In the case of requests for Council to approve a PUDA amendment, SMC 23.76.058 requires that DPD first determine whether the

request is a **minor** or **major** amendment to a PUDA. SMC 23.76.058.C includes criteria to make this determination, along with detailed public notice requirements.

If DPD determines that the request is a minor amendment, DPD prepares a report and forwards it directly to the Council without the need to send it onto the Hearing Examiner for a hearing. If DPD determines that the request is a major amendment, the Hearing Examiner must hold a public hearing for the City Council on the determination. The major-minor determination may not be appealed.

DPD has determined that the request is a minor amendment. A copy of DPD's report is included as Attachment D.

Decisions to extend the term of a contract rezone under SMC 23.76.060 are also quasi-judicial; however, no hearing examiner hearing or DPD recommendation is required.

Finally, Council Rules VI.C.3 allows PLUS to hold oral argument on a minor amendment to a PUDA. The rules state that oral argument may be provided by the City agency making the request and those that provided written comments on the request. Notice that PLUS may allow for oral argument on the minor amendment was provided concurrent with notice of DPD's recommendation.

3. Materials from the Record Reproduced in PLUS Notebooks

I have attached the following portions of the record provided by DPD:

1. Original rezone map (Attachment A)
2. A copy of the original PUDA (Attachment B)
3. The proposed PUDA amendment (Attachment C)
4. DPD's recommendation (Attachment D)
5. Copies of written comments (Attachment E)
6. A map showing the approximate locations of remaining development sites (Attachment F)

4. Summary of the record

A. Zoning history

The zoning for this 160-acre site includes Neighborhood Commercial 2 with a 40 foot height limit (NC2-40), Lowrise 1 (LR1), Lowrise 2 (LR2), and Lowrise 4 (LR4). The zoning for this site was established in the 2003 contract rezone ordinance. Prior to that rezone, the site was zoned LR1, LR 2, and LR3. As a result of the 2010 update to the Multifamily Code, the Lowrise 4 zone no longer exists except in areas like High Point that retain the zoning through a contract rezone.

B. Surrounding area

The site is located in West Seattle between the Delridge neighborhood to the east and the Morgan Junction neighborhood to the west. The areas outside the site are primarily zoned single family.

C. Public comment

Attachment E includes the two written comments concerning the project. The written comments were the result of DPD mailing notice of the proposal to those individuals on the mailing list developed for the original rezone proposal. The comments do not relate to the request to extend the effective date of the PUDA or contract rezone, but focus in on issues with school attendance and view blockage.

D. Summary of DPD's recommendation

1. Request to amend a PUDA

SMC 23.76.058.C lists four criteria to determine if a requested PUDA amendment is minor or major.

The four criteria are listed below, in italics. I have also included comments.

1. The request is within the spirit and general purpose of the prior decision of the Council.

As there is no change proposed to the covenants or other restrictions in the PUDA, the request is within the spirit and general purpose.

2. The request is generally consistent with the use and development standards approved in the prior request to the Council:

As no change is proposed to the use and development standards applicable to the site, the request is consistent.

3. The request would not result in significant adverse impacts that were not anticipated in the prior decision of the Council:

No adverse or additional impacts are expected as a result of extending the covenants and other restrictions. The project was subject to an Environmental Impact Statement and conditions to mitigate impacts of development. These conditions will not be affected if the request is approved.

4. The request does not seek any additional waivers or changes in the waivers of bulk or off street parking and loading requirements other than those approved in the prior decision of the Council:

No such waivers were sought in the original rezone request, so this criterion is not applicable.

2. Request to extend a PUDA

When Council considers an extension of a contract rezone's term under SMC 23.76.060.E, three criteria apply:

- a. The reason or basis for the application for the extension and whether it is reasonable under the circumstances;
- b. Whether changed circumstances in the area support an extension;
- c. Whether additional time is reasonably necessary to comply with a condition of approval adopted by the Council that is required to be fulfilled prior to expiration of the Council land use decision.

When Council approved Ordinance 121164 to rezone High Point, it was anticipated that the 10-year term would be sufficient to complete all development. However, the economic downturn of 2008, and its related impacts on the development and financing communities, impacted SHA's ability to develop and market properties within the 10-year time frame. Currently, SHA estimates that up to 228 remaining dwelling units and related infrastructure remain to be developed under the contract rezone; some of these units are currently under permitting review. Attachment F shows the general areas where these development sites are located. If the contract rezone were allowed to expire, the zoning would revert to the zoning in place before the rezone (SMC 23.76.060.C.2). As the zoning in effect at the time of the rezone has changed significantly due to the 2010 multifamily code update, it is unclear what zoning would apply to the site.

Given the amount of development to be completed and the potential impact on SHA of an expired contract rezone while remaining units are under permit review, an extension of the PUDA is warranted and reasonable. SHA requested a five-year extension of the PUDA term; SMC 23.76.060E only authorizes a two-year extension. If SHA is unable to submit complete permit applications by the end of the extension, a second extension will be required.

5. Recommendation

I recommend that PLUS move to **APPROVE** SHA's request to extend the original PUDA accepted, and the zoning designation established, by Ordinance 121164. The term will be extended for two years from the effective date of the Council Bill (Ordinance 117799) implementing this approval.

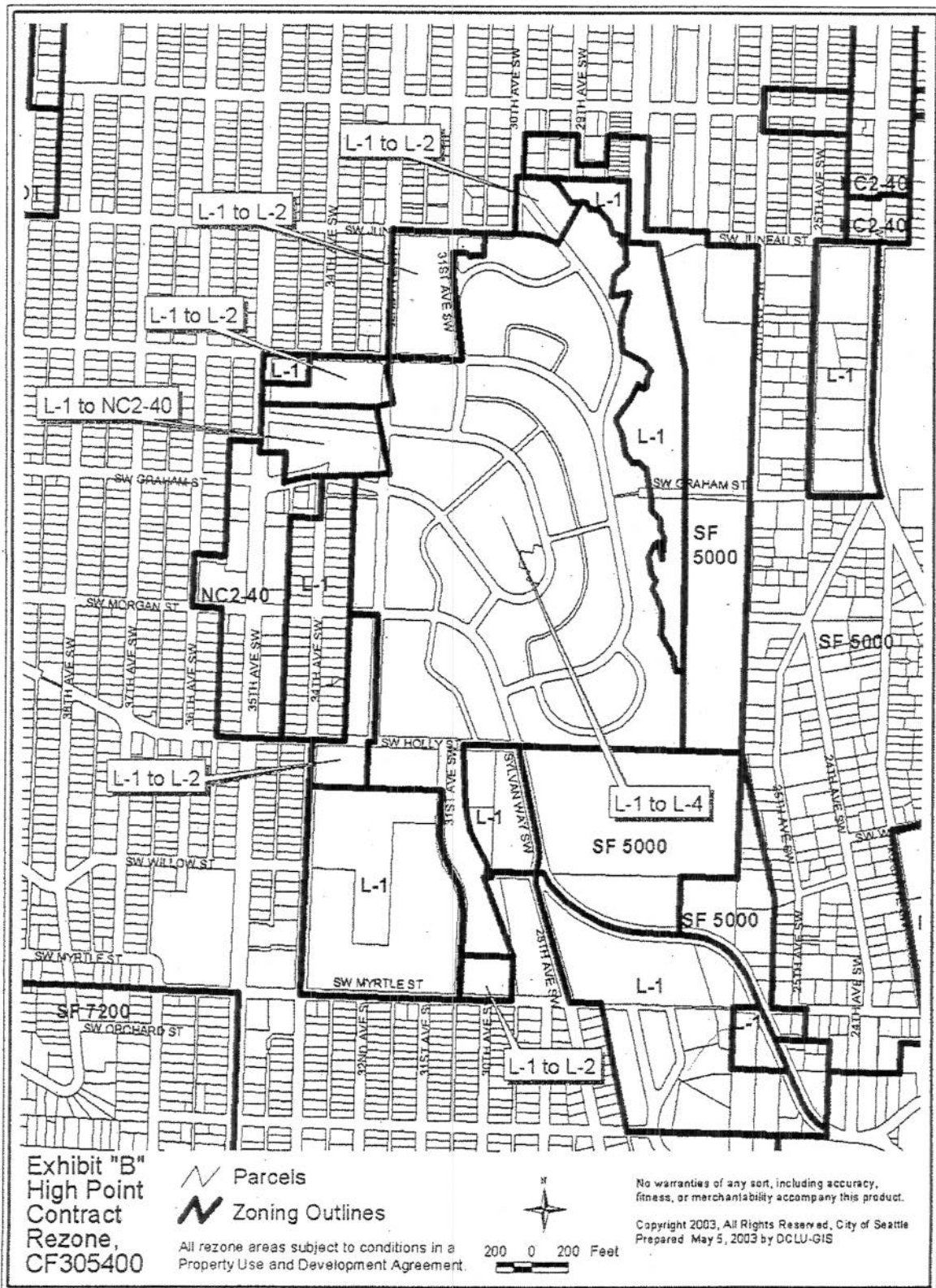
I also recommend that the title of the Clerk's File (CF) be amended as follows:

Application of Seattle Housing Authority to amend the Property Use and Development Agreement accepted, and the zoning designation established, by Ordinance 121164 for property located at 6550 32nd Avenue SW to extend their ((the)) expiration dates ((from ten years to fifteen years to allow completion of the redevelopment of the High Point Garden Community)) (Project No. 3014928, Type IV).

June 4, 2013
PLUS
Re: C.F. 312974

6. Next Steps

Council Bill (CB) 117799 has been introduced and referred to PLUS. This CB attaches the draft PUDA amendment (Exhibit A) that extends the term of the PUDA for two years from the effective date of the CB. Note that the effective date will be upon passage by Council of the CB; no mayor approval is needed for quasi-judicial actions. Normally, a 30-day effective period would be included. Since the PUDA expires within 30 days of this report, allowing an immediate effective date approval by Council is appropriate.





20030617002439

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

25 00

FILED
CITY OF SEATTLE

2003 MAY 22 AM 10:27

CITY CLERK

ord. 121164

Property Use and Development Agreement

When Recorded, Return to

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

PROPERTY USE AND DEVELOPMENT AGREEMENT

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

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

Exhibit C to Property Use and Development Agreement

1
ACTING
CITY
CLERK



RECITALS

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

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

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

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

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

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

Exhibit C Property Use and Development Agreement

2
ALING
CITY
CLERK

11

AGREEMENT

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

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

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

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

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

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

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

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

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

SIGNED this 21ST day of MAY, 2003

OWNER, SEATTLE HOUSING AUTHORITY,
a Washington Municipal Corporation

By

Name HARRY THOMAS

Title EXECUTIVE DIRECTOR

STATE OF WASHINGTON
COUNTY OF KING

SS

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

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



Printed Name

Peggy J. Thompson

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

Brinn, WA

My Commission Expires

08-06-06

STATE OF WASHINGTON
COUNTY OF KING
CITY OF SEATTLE

SS

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

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

JUDITH E. PIPPIN
CITY CLERK

BY: Margaret Carter

DEPUTY CLERK



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

1st AMENDMENT TO
PROPERTY USE AND DEVELOPMENT AGREEMENT

GRANTOR: SEATTLE HOUSING AUTHORITY, a Washington
municipal corporation

GRANTEE: CITY OF SEATTLE, a Washington municipal corporation

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

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

RELATED DOCUMENTS: 20030617002439, Property Use and Development
Agreement

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

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

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

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

~~EXHIBIT A~~ 

2. No Other Changes. Except as set forth herein, the Original PUDA shall remain in full force and effect.

SIGNED _____ day of _____, 2013.

SEATTLE HOUSING AUTHORITY,

By: _____
Andrew J. Lofton, Executive Director

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Andrew J. Lofton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of the City of Seattle, a public body corporate and politic, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2013.

Notary Public in and for the State of Washington
residing at _____
Print name: _____
Commission expires: _____

CERTIFICATE OF THE CITY CLERK:



City of Seattle

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

RECEIVED

MAY 20 2013

SEATTLE CITY COUNCIL

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

Application Number: 3014928
Council File Number: CF #312974
Applicant Name: Brian Sullivan for Seattle Housing Authority
Address of Proposal: 6550 32nd Avenue Southwest

SUMMARY OF PROPOSED ACTION

Council Land Use Action to allow an amendment to the Seattle Housing Authority (SHA) High Point Property Use and Development Agreement (PUDA) to extend the expiration date (CF#312974).

The following approvals are required:

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

Council Land Use Action – To amend the High Point PUDA to allow an extension of the expiration date (SMC 23.76.058.C), and to extend the zoning designation established by the concurrent contract rezone (SMC 23.70.060.E).

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

*SEPA Exemption Determination issued by the Seattle Housing Authority on April 1, 2013.

BACKGROUND INFORMATION

The Seattle Housing Authority (SHA) submitted an application to the Department of Planning and Development (DPD), dated April 2, 2013, requesting an amendment to the Property Use and Development Agreement (PUDA) associated with the contract rezone for the SHA High Point Garden Community property. The City Council adopted Ordinance 121164, which granted the original contract rezone and accepted the associated PUDA. That ordinance was signed by Mayor Greg Nickels on June 4, 2003. The ordinance provided that the contract rezone

CDT

designation would expire ten years after the effective date of the ordinance. The PUDA, which SHA signed and was recorded with the King County Department of Elections and Records (20030617002439), includes several conditions, one of which specifies an expiration date for the PUDA. Section 2 of the PUDA states, *"...the covenant herein and the rezone shall expire and be of no force and effect ten (10) years from the effective date of the approval of this rezone, or, if construction permits have been applied for or issued at that time, until expiration of those permits."* SHA has asked to amend the PUDA to extend the expiration date for the current rezone for an additional five years.

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

Public Comments

DPD issued notice of this application pursuant to 23.76.058.C.1-3. The required public comment period for this project was April 11, 2013 through April 24, 2013. DPD received two written comments regarding this proposal during the public comment period. One comment was not relevant to the proposal. The other comment expressed concerns about potential view blockage to green space within the High Point Development property.

DIRECTOR'S ANALYSIS AND RECOMMENDATION – PUDA AMENDMENT

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

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

The request is within the spirit and general purpose of the prior decision of the Council and is generally consistent with the uses and development standards approved in the prior decision of the Council. SHA explains that the economic downturn in 2008 caused a loss in funding and development partners under contract at that time; which, in turn, significantly delayed planned construction timeframes at High Point. SHA requests this extension of time to complete the application and construction of an estimated 228 planned residential units and install streets and infrastructure. There are no modifications in development standards proposed or contemplated as part of this PUDA amendment request.

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

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

SHA will also need to secure from the Council an extension of the zoning designation established by the concurrent contract rezone as provided in SMC 23.76.060.E. Because the Council may extend that time limit for no more than two years, the extension of the related PUDA should be for the same period. Because Ordinance 121164 took effect on July 4, 2003, any extension of the zoning designation and PUDA should take effect no later than July 3, 2013.

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

Signature: Tami Garrett Date: May 20, 2013
Tami Garrett, Senior Land Use Planner
Department of Planning and Development

TG:

H:\COUNCIL DECISIONS\3014928 decision.docx

✓dRM

3014928

~~~~~  
If you wish to file written comments and/or receive a notice of the decision, please return this completed form with any written comments you have to: Seattle Department of Planning and Development, 700 5th Ave Ste 2000, PO Box 34019, Seattle, Washington 98124-4019.

Name: WORKYE AWORE Project# 3014928 - Tamara Garrett, Planner, 22nd

Address: 6432 31st Ave SW SEATTLE

WA Zip: 98126 Application For

Comment: I want proof for Comcast internet  
Essential

They need a copy of my children 1 Abraham Ashenafi  
2. Kest Ashenafi 2011-2012 or 2012-2013  
acceptance letter or other document from  
child School district demonstrating Free  
or reduced price lunch status at this School.  
Thank You So much  
Workye Awore

✓ QRM

3014928

DONE  
Validated on  
APR 24 2013

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

If you wish to file written comments and/or receive a notice of the decision, please return this completed form with any written comments you have to: Seattle Department of Planning and Development, 700 5th Ave Ste 2000, PO Box 34019, Seattle, Washington 98124-4019.

Name: Kim Maloof Project# 3014928 – Tamara Garrett, Planner, 22nd  
Address: 6517 29th ave. SW  
Seattle, WA Zip: 98126

Comment: hello,  
i would like to know if this decision  
will block views from my home  
to the green space to the east? if  
so, how can i contest it?  
thank you, kim





## High Point South-Phase IIA

### Phase II Site Plan

Polygon Construction Completed  
Blks 16, 18, 21, 23, 28, 29 & 30

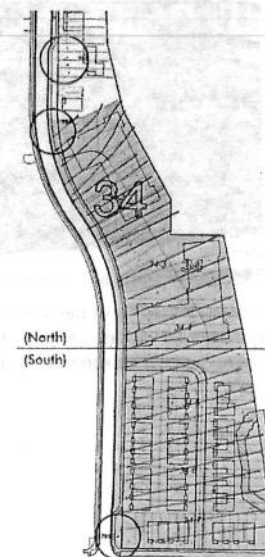
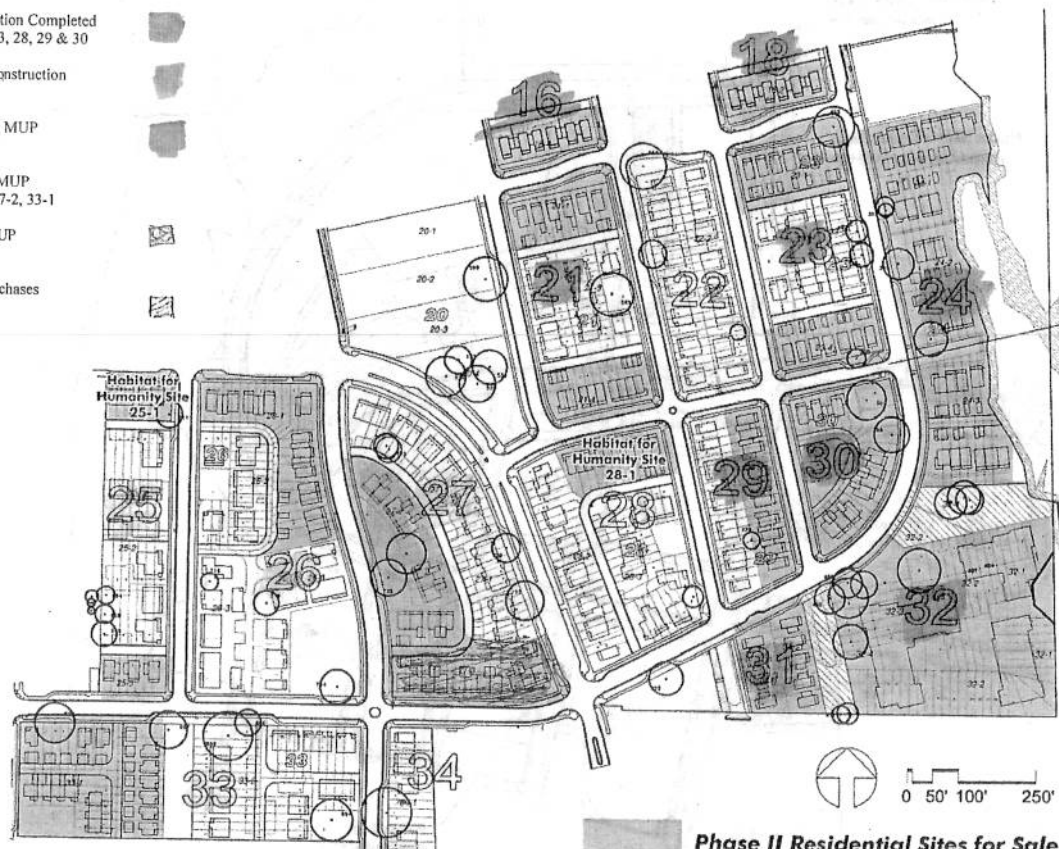
Polygon Under Construction  
Block 24

Polygon Awaiting MUP  
Blocks 31 and 32

Lennar Awaiting MUP  
Blks 25-3, 26-1, 27-2, 33-1

BDR Awaiting MUP  
Block 27-3

Lennar Future Purchases  
Blks 9 & 34

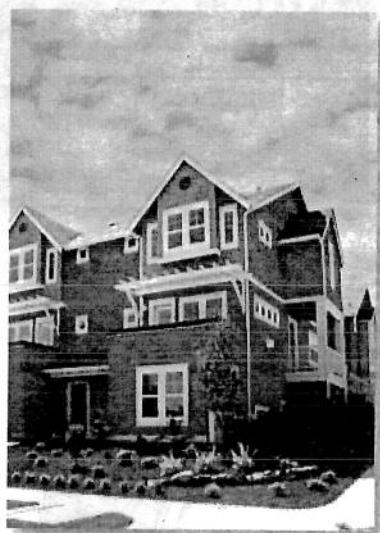


Phase II Residential Sites for Sale



## High Point South-Phase IIA

### Phase I Residential Lots



Lots in Phase I have been previously sold and are not included in this offering. Layout shown for reference purposes only.

