



SEATTLE CITY COUNCIL

Legislative Summary

CB 119294

Record No.: CB 119294

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125631

In Control: City Clerk

File Created: 06/22/2018

Final Action: 07/27/2018

Title: AN ORDINANCE approving and authorizing an amendment to the Development Agreement between The City of Seattle and the Central Puget Sound Regional Transit Authority for real property above and adjacent to the Capitol Hill station; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Johnson

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Ex A - First Amendment to Development Agreement v2

Drafter: Emilia.Sanchez@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	06/22/2018	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	06/22/2018	sent for review	Planning, Land Use, and Zoning Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Planning, Land Use, and Zoning Committee						
	Notes:						
1	City Council	06/25/2018	referred	Planning, Land Use, and Zoning Committee			
	Action Text: The Council Bill (CB) was referred. to the Planning, Land Use, and Zoning Committee						
	Notes:						

Legislative Summary Continued (CB 119294)

- 1 Planning, Land Use, and Zoning Committee 07/18/2018 pass as amended Pass

Action Text: The Committee recommends that City Council pass as amended the Council Bill (CB).

Notes:

In Favor: 3 Chair Johnson, Vice Chair O'Brien, Member Herbold

Opposed: 0

- 1 City Council 07/23/2018 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 7 Councilmember Bagshaw, Councilmember González, Council President Harrell, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember Sawant

Opposed: 0

- 1 City Clerk 07/26/2018 submitted for Mayor's signature Mayor

- 1 Mayor 07/27/2018 Signed

- 1 Mayor 07/27/2018 returned City Clerk

- 1 City Clerk 07/27/2018 attested by City Clerk

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125631

COUNCIL BILL 119294

AN ORDINANCE approving and authorizing an amendment to the Development Agreement between The City of Seattle and the Central Puget Sound Regional Transit Authority for real property above and adjacent to the Capitol Hill station; and ratifying and confirming certain prior acts.

WHEREAS, in August 2013 Ordinance 124242 approved and authorized an agreement between

The City of Seattle (“City”) and the Central Puget Sound Regional Transit Authority (“Sound Transit”) for future development of real property located above and adjacent to the Capitol Hill light rail station (“Development Agreement”), comprising five sites referred to as Sites A, B-North, B-South, C, and D; and

WHEREAS, pursuant to the Development Agreement, Site B-North of that real property is to be developed as affordable housing for households with incomes not exceeding 60 percent of “median income” as defined in Section 23.84A.025 of the Seattle Municipal Code; and

WHEREAS, Schemata Workshop, Inc., applied for and received a master use permit, permit number 3021177-LU, approving a development (“Project”) on Site B-North, to consist of a 110-unit affordable housing project, serving households with incomes at or below 60 percent of median income;

WHEREAS, to facilitate financing for the Project, the City and Sound Transit desire to amend Section 2.5 and related provisions of the Development Agreement to modify the definition of affordable housing, without changing the requirement that the Project serve households with incomes at or below 60 percent of median income, and to reflect that, pursuant to the master use permit and consistent with the parties’ intent in the Development Agreement, Site B-North may consist of affordable housing dwelling units

1 (which may include affordable live-work units), a manager's unit, a community center,
2 and below-grade parking; NOW, THEREFORE,

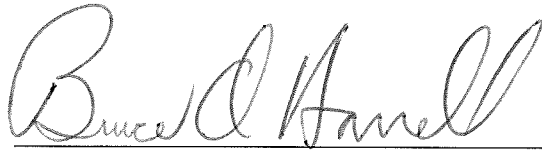
3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. An amendment to the Development Agreement between The City of Seattle
5 and the Central Puget Sound Regional Transit Authority regarding transit-oriented development
6 of the Capitol Hill Station is approved and accepted, and the Mayor or the Mayor's designee is
7 authorized to execute an amendment to the Development Agreement in substantially the same
8 form as Exhibit A to this ordinance.

9 Section 2. Any act consistent with the authority of this ordinance taken prior to its
10 effective date is ratified and confirmed.

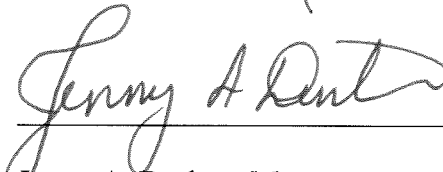
Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 23rd day of July, 2018,
and signed by me in open session in authentication of its passage this 23rd day of
July, 2018.



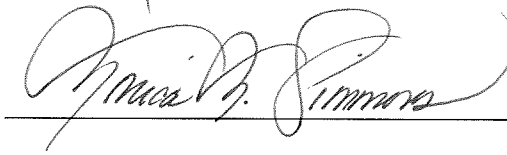
President _____ of the City Council

Approved by me this 27th day of July, 2018.



Jenny A. Durkan, Mayor

Filed by me this 27th day of July, 2018.



Monica Martinez Simmons, City Clerk

(Seal)

Exhibits:

Exhibit A – First Amendment to Development Agreement between The City of Seattle and
Central Puget Sound Regional Transit Authority Regarding Capitol Hill Station Transit-
Oriented Development

Ex A - First Amendment to Development Agreement
V2a

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Central Puget Sound Regional Transit Authority
Attn: Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN**

**THE CITY OF SEATTLE
AND
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

**REGARDING
CAPITOL HILL STATION TRANSIT ORIENTED DEVELOPMENT**

Between: THE CITY OF SEATTLE, WASHINGTON

And: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT)

ABBR. LEGAL DESCRIPTION: PARCELS A THROUGH D, INCLUSIVE, OF LOT BOUNDARY ADJUSTMENT RECORDED UNDER RECORDING NO. 20131113900003; LOTS A AND B OF LOT BOUNDARY ADJUSTMENT RECORDED UNDER RECORDING NO. 20131107900003; AND LOTS A AND B OF LOT BOUNDARY ADJUSTMENT RECORDED UNDER RECORDING NO. 20131113900005.

ASSESSOR'S TAX PARCEL NO.(S): 6003002025, 6003002020, 6003501105, 6003501135, 6003001380, 6003001385, 6003001315, 6003001380

REFERENCE OF AFFECTED DOCUMENTS: 20150504000410

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

Between

THE CITY OF SEATTLE

And

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

Regarding

CAPITOL HILL STATION TRANSIT ORIENTED DEVELOPMENT

This First Amendment to Development Agreement (“Amendment”) is entered into by and between THE CITY OF SEATTLE (“City”), a Washington municipal corporation, and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority created pursuant to Chapter. 81.104 RCW and Chapter 81.112 RCW (together the “Parties”).

RECITALS

- A. Sound Transit and the City entered into that certain Development Agreement recorded on May 4, 2015 under King County recording number 20150504000410 (the “Development Agreement”) with respect to the development of the real property legally described on Exhibit A hereto, comprising five sites referred to as Sites A, B-North, B-South, C, and D.
- B. Pursuant to the Development Agreement, Site B-North is to be developed as “Affordable Housing” for households with incomes not exceeding 60% of “median income” as defined in SMC 23.84A.025 (“Median Income”). The Parties did not intend for the below-grade portions of Site B-North to be developed as Affordable Housing.
- C. As anticipated in the Development Agreement, the City approved a lot boundary adjustment (“LBA”) to establish legal lots that correspond to certain Development Agreement Sites. *See* LBA No. 3015588, recorded under King County recording number 20131113900003. “Parcel C” in the LBA corresponds to Site B-North.
- D. Schemata Workshop, Inc., applied for and received a Master Use Permit, permit number 3021177-LU (the “MUP”), approving a development (the “Project”) on Parcel C (corresponding to Site B-North), to consist of a 110-unit affordable housing project, serving households with incomes at or below 60% of Median Income, with a community center, located above a 30-stall parking garage accessory to development proposed for LBA Parcel D (corresponding to Site B-South).

- E. Parcel C (corresponding to Site B-North) has been subjected to the Washington Condominium Act, RCW Chapter 64.34, pursuant to a Condominium Declaration for Station House Condominium (“Declaration”) executed by Sound Transit, as Declarant, and recorded under King County Recording No. 20180619000672. The Declaration created two condominium units: the “Affordable Housing Unit” and the “Garage Unit.” The Parties do not intend for the Garage Unit to be developed as Affordable Housing.
- F. To facilitate financing for the Project, the Parties desire to amend Section 2.5 and related provisions of the Development Agreement to modify the definition of “Affordable Housing” and to reflect that, pursuant to the MUP and consistent with the Parties’ intent in the Development Agreement, Site B-North may consist of affordable housing dwelling units (which may include affordable live-work units), a manager’s unit, a community center, and below-grade parking.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and Sound Transit hereby agree to amend the Development Agreement as follows:

1. Recital K of the Development Agreement is amended as follows [*new text underlined, deleted text struck through*]:

K. Sound Transit will dispose of Sites A, B-South, and C by means of a competitive process that will begin with a Request for Qualifications (“RFQ”), followed by a Request for Proposals (“RFP”). Responses for Sites A, B-South, and C will be evaluated concurrently to allow developers to submit individual proposals for each parcel and allow master developers to complete for two or more parcels with a single development proposal. Sound Transit will dispose of Site D through a similar process if Seattle Central Community College does not acquire Site D pursuant to a prior agreement with Sound Transit. Sound Transit will dispose of Site B-North in cooperation with the City’s Office of Housing by offering that Site for development ~~exclusively~~ as affordable housing. The timing of these processes will depend upon site availability after construction of the Station is complete, as determined by the Sound Transit Board.

2. Section 2.5 of the Development Agreement is amended as follows (with Section 2.6, unchanged, shown for context) [*new text underlined, deleted text struck through*]:

2.5 Site B-North shall be developed ~~exclusively~~ as Affordable Housing, which development may also include: affordable live-work units that do not include retail use, a manager’s unit; a below-grade parking garage accessory to a site other than Site B-North; and a community center consistent with Section 2.6. For purposes of this Agreement, “Affordable Housing” means ~~affordable housing as defined in SMC 23.84A.016, for households with:~~ (a) that is subject to income

and rent restrictions in any regulatory agreement required by The City of Seattle Office of Housing or its successor agency with respect to the development or financing of the housing on Site B-North; or (b) in the absence of any such regulatory agreement, serving residents with household incomes at the time of initial occupancy not exceeding 60% of area “median income” as defined in SMC 23.84A.025, with rents that do not exceed 30% of 60% of median income. “Affordable Housing” may include live-work units that do not include a retail use.

- 2.6** Notwithstanding the limitations imposed by Sections 2.2, 2.4, and 2.5, a community center as defined in SMC 23.84A.018 shall be permitted within the first 40 vertical feet on Sites A, B-North, C, and D. The area of any community center shall be exempt from FAR calculations.

3. Section 5.1 of the Development Agreement is amended as follows [*new text underlined, deleted text struck through*]:

- 5.1** Site B-North shall be developed consistent with Sections 2.5 and 2.6~~exclusively as Affordable Housing.~~

4. Section 11.1 of the Development Agreement is amended as follows [*new text underlined, deleted text struck through*]:

- 11.1** During the MUP process, DPD may approve applications that vary in minor ways from the requirements of this Agreement. A minor variation is one that: (a) is consistent with the intent of this Agreement to achieve high-quality transit-oriented development near the Station; (b) will not result in significantly greater impacts than are allowed by this Agreement; and (c) will provide at least as much open space, amenity area, and Affordable Housing and Affordable Units as would a project that does not vary from the requirements of this Agreement. A minor variation may not approve greater height than is authorized by this Agreement. Any variation reflected in plans approved by DPD for permit purposes is considered to comply with this Agreement for all purposes. For purposes of this Agreement, “DPD” shall include the Seattle Department of Construction and Inspections and any successor City department.

5. Section 13.1 of the Development Agreement is amended as follows [*new text underlined, deleted text struck through*]:

- 13.1** Sound Transit will offer Site B-North ~~to not-for-profit developers for development solely as of~~ Affordable Housing consistent with Sections 2.5 and 2.6. Sound Transit will provide for City participation in the RFQ/P process for this Site so that the City may assist in evaluating the proposals and may offer appropriate City financing.

IN WITNESS WHEREOF, each of the parties has executed this Amendment by its authorized representative.

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY,**
a Washington municipal corporation

By: _____
Peter Rogoff
Chief Executive Officer

Date: _____

Approved as to form:

By: _____
Sound Transit legal counsel

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Peter Rogoff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chief Executive Officer of the Central Puget Sound Regional Transit Authority to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal this ____ day of _____, 2018

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

My appointment expires _____

Print Name _____

THE CITY OF SEATTLE,
a Washington municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Authorized by Ordinance No. _____

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he is authorized to execute the instrument and acknowledged it as the _____ of The City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal this ____ day of _____, 2018

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

My appointment expires _____

Print Name _____

Acknowledged and Consented to:

MEPT CAPITOL HILL STATION JOINT VENTURE LLC, a Delaware limited liability company

By: Gerding/Edlen Development Company, LLC, an Oregon limited liability company, its Manager

By: GEDI, Inc., an Oregon corporation, its Manager

By: _____

Name: Jill Sherman

Its: Vice President

STATE OF WASHINGTON)

) SS.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jill Sherman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Vice President of GEDI, Inc., the Manager of Gerding/Edlen Development Company, LLC, the Manager of MEPT Capitol Hill Station Joint Venture LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____, 2018

Notary name printed or typed: _____

Notary Public in and for the State of _____

Residing at _____

My appointment expires: _____

Exhibit A

Legal Description

Parcels A through D, inclusive, of Lot Boundary Adjustment recorded under Recording No. 20131113900003.

Lots A and B of Lot Boundary Adjustment recorded under Recording No. 20131107900003.

Lots A and B of Lot Boundary Adjustment recorded under Recording No. 20131113900005.

Situate in the City of Seattle, County of King, State of Washington.

STATE OF WASHINGTON -- KING COUNTY

--SS.

365011

No.

CITY OF SEATTLE, CLERKS 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

CT:125626-631 TITLE ONLY

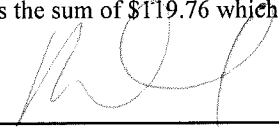
was published on

08/16/18

The amount of the fee charged for the foregoing publication is the sum of \$119.76 which amount has been paid in full.

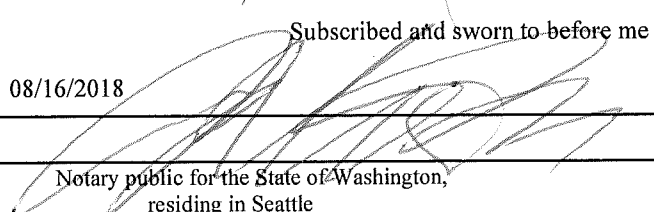


Affidavit of Publication



Subscribed and sworn to before me on

08/16/2018



Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on July 23, 2018, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125626

Council Bill 119307

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

Ordinance 125627

Council Bill 119286

AN ORDINANCE relating to employment in Seattle; establishing labor standards for domestic workers; establishing a Domestic Workers Standards Board; prescribing remedies and enforcement procedures; amending Section 6.208.020 of the Seattle Municipal Code; and adding a new Chapter 14.23 to the Seattle Municipal Code.

Ordinance 125628

Council Bill 119299

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute an amended and restated lease between the City of Seattle and Oiselle Running, Inc. to occupy and use a portion of Building 11 at Warren G. Magnuson Park for general office purposes; and superseding the requirements of Ordinance 118477 for the purposes of this ordinance.

Ordinance 125629

Council Bill 119301

AN ORDINANCE authorizing the Superintendent of Parks and Recreation to execute and accept from the Washington State Department of Natural Resources, on behalf of The City of Seattle, an Aquatic Lands Lease for Andrews Bay; and ratifying and confirming certain prior acts.

Ordinance 125630

Council Bill 119302

AN ORDINANCE relating to the Central Waterfront Project; authorizing a "Memorandum of Understanding Concerning Development of New Seattle Aquarium Facilities" between The City of Seattle and the Seattle Aquarium Society, increasing the maximum amount of funding authorized for design, and requiring a comprehensive financial plan prior to execution of a Project Development Agreement.

Ordinance 125631

Council Bill 119294

AN ORDINANCE approving and authorizing an amendment to the Development Agreement between The City of Seattle and the Central Puget Sound Regional Transit Authority for real property above and adjacent to the Capitol Hill station; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, August 16, 2018.

8/16(365011)