



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028
Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

City Council Special Meeting

ON-SITE

THURSDAY, JANUARY 18, 2024 - 6:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/81156952776>

ZOOM PASSWORD: engagement

Or One tap Mobile: US: +12532050468,,81156952776#

Or Telephone Dial US: +1 253 215 8782

Callers please dial *9 to raise and lower hand

Webinar ID: 811 5695 2776

ZOOM PASSWORD: engagement

SIGN UP FOR VIRTUAL PUBLIC COMMENT HERE: www.kenmorewa.gov/virtualpubliccomment

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

Land Acknowledgement to Honor First Peoples

We acknowledge that the City of Kenmore is situated upon the ancestral lands of the Snohomish, Snoqualmie, Sauk-Suiattle, Duwamish, Stillaguamish, Tulalip, Suquamish, Muckleshoot, and other tribes who are part of the Coast Salish Peoples. We recognize and express our deepest respect for their enduring stewardship and profound relationship with this land, which they have cherished and protected since time immemorial. We honor the First Peoples, acknowledge their vibrant cultures, and commit ourselves to learning from their wisdom in our journey to promote justice, equity, and mutual understanding. We pledge to stand alongside these communities in acknowledging past injustices and working towards a future that respects and celebrates the diverse heritage of this land.

I. CALL SPECIAL MEETING TO ORDER - 6:00 PM

II. ROLL CALL

III. EXECUTIVE SESSION

- A. Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss potential litigation. This executive session is slated to last one hour, until approximately 7:00 PM. No final action is expected.

IV. PUBLIC COMMENTS

Welcome to the Council's meeting. Please address your comments to the Mayor and Council. You'll have three minutes to speak. If there are more than 20 speakers, time will be reduced to two minutes per speaker. The Clerk will call your name when it's your turn. The Presiding Officer may choose to alternate between in-person and online comments. Please state your name and city of residence and keep

within the allotted time. To make every person feel welcome and safe here; please refrain from booing, clapping, heckling, yelling, or other interruptions. The meeting is recorded for transparency. Thank you for being here, and for sharing your input respectfully.

VIRTUAL PUBLIC COMMENT PRE-REGISTRATION PROCESS: To provide public comments virtually, please fill out the [Virtual Public Comment Request Form](#) in advance of the meeting. The form for this Special Meeting is live now and will close on Thursday, January 18th at 12:00 Noon. You will be confirmed by the City Clerk. If you are having difficulty, please reach out to the City Clerk at awarhol@kenmorewa.gov.

V. BUSINESS AGENDA

- A. Plymouth Affordable Housing Project: Proposed Community Engagement and Timeline, presented by Deputy City Manager Stephanie Lucash, Housing and Human Services Manager Tambi Cork, and Plymouth Staff, *for Discussion and Direction*
[Public Comments related to Plymouth - dynamic folder](#) *(the folder will continue to be updated)*

COUNCIL DIRECTED STAFF TO: Bring an ordinance denying the Plymouth development agreement for potential adoption at the 1/22 regular meeting and place that ordinance on the 1/22 consent agenda.

[Agenda Bill - Plymouth Affordable Housing Project: Proposed Community Engagement and Timeline](#)

[Attachment 1 - Development Agreement \(from December 11, 2023 Meeting\)](#)

[Attachment 2 - Ordinance No. 23-0600 \(from December 11, 2023 Meeting\)](#)

[Attachment 3 - Example Good Neighbor Agreement Language](#)

[Attachment 4 - Frequently Asked Questions \(Added 1/18/2024\)](#)

[Presentation - Plymouth Affordable Housing Project](#)

VI. ADJOURNMENT

NOTICE OF POTENTIAL QUORUMS

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.



City Council Agenda Bill City of Kenmore, WA

Subject/Topic:

Plymouth Affordable Housing Project –
Community Engagement and Timeline

Proposed Council Action/Motion:

Provide staff direction related to a Plymouth development agreement for the proposed project at 6532 Bothell Way NE, Kenmore, Washington 98028, and community engagement timeline related to potential development at that property.

Motions:

Option One: No Modifications

Direct staff to implement the meeting schedule and public outreach steps as presented and bring an ordinance for consideration which would approve the proposed Plymouth development agreement for consideration and potential adoption at the 2/12 regular meeting;

or

Option Two: Modify Development Agreement

Direct staff to implement the meeting schedule and public outreach steps as presented and bring an ordinance modifying the proposed Plymouth development agreement, to include proposed modifications as presented, for consideration and potential adoption at the 2/12 regular meeting;

or

Option Three: Deny Development Agreement

Direct staff to bring an ordinance denying the Plymouth development agreement for potential adoption at the 1/22 regular meeting and place that ordinance on the 1/22 consent agenda.

For Council Meeting Agenda of: 01/18/2024

Department: City Manager's Office

Prepared by:

Stephanie Lucash, Deputy City Manager
Tambi Cork, Housing & Human Services
Manager

Initial &

Date

Approved by Department Head: SLL 1/12/24

Approved by City Attorney: DR 1/12/24

Approved by Finance Director: N/A

Approved by City Manager: RK 1/12/24

Attachments/Exhibits:

- 1) Development Agreement
- 2) Ordinance 23-0600
- 3) Example Good Neighbor Agreement
Language
- 4) Frequently Asked Questions (*to be uploaded
the week of 1/15*)

Summary:

Two public hearings were held at the 11/27/2023 and 12/11/2023 City Council meetings to receive public comment on the proposed Plymouth development agreement (Attachment 1) for real property at 6532 Bothell Way NE, Kenmore, Washington, 98028. Following the second public hearing, there was a motion to adopt Ordinance 23-0600 (Attachment 2) to approve the development agreement. The motion did not pass.

At the 1/9/24 City Council meeting, the City Council directed staff to gather additional public input and continue discussion on the affordable housing development proposed for 6532 Bothell Way NE.

The next day, staff learned that the \$4.2 million-dollar National Housing Trust Fund award to Plymouth for this project must be under contract by May 2024. "Under contract" means all financing, construction bidding, and property transfer work is completed and all legal documents are executed by May 2024. To meet the May deadline and for this project to remain viable, a decision from Council on the development agreement application is needed in the first half of February. According to Kenmore Municipal Code (KMC) section 18.110.050.C., the decision on the development agreement must come in the form of an ordinance adopted by Council to:

- A) Approve the Development Agreement;
- B) Modify the Development Agreement.
- C) Disapprove the Development Agreement; or

The timeline for this decision is short because funding requirements are tied to the feasibility of the project (\$4.2 million dollars of the total project budget). Without a decision from Council, the development agreement application will remain pending but the project will lose funding and become infeasible. Staff seek direction on the development agreement proposal.

If the City Council wants to keep the project viable, staff will continue (and increase) public engagement efforts to facilitate a transparent public process. The community engagement plan below describes the proposed schedule and methods for public engagement. Staff seek feedback and direction on the plan if the City Council votes to proceed with the current or modified development agreement.

If the City Council does not want to move forward with the current or a modified development agreement in this timeframe, the alternative is to direct staff to bring back an ordinance denying the development agreement (motion option three).

Information/Background:

The Kenmore City Council's number one priority for 2024 is to *increase and preserve the options for affordable housing*. The Council's number one priority for 2021-2022 and number two priority for 2023 was to *increase and preserve the options for affordable housing stock*. In support of this goal, and at the direction of the City Council, the City developed a Request for Proposals (RFP) for affordable housing on City-owned property at 6532 Bothell Way NE. Plymouth Housing Group (Plymouth) was selected through this RFP process to build 100 units of housing at the site in May 2022. In June 2022, the City Council selected the Plymouth proposal and directed staff and Plymouth to further develop the proposal and return at a later date for City Council approval of the final plan and development agreement. The Plymouth team has been working in coordination with City staff towards breaking ground on that development since June 2022. The development is currently fully funded and in the final phases of permitting to provide critically needed housing to

individuals at or below 30% Area Median Income (AMI) that are exiting homelessness and/or at imminent risk of becoming homeless. The December 11, 2023 Agenda Bill packet provides additional background information on the history of the selection of Plymouth and proposed development agreement for the 6532 Bothell Way NE property:

(<https://kenmore.civicweb.net/filepro/documents/126974/?preview=250268>)

Options for Pending Development Agreement

As required by Kenmore Municipal Code (KMC), public hearings were held at the 11/27/2023 and 12/11/2023 Council meetings to receive public comment on the proposed development agreement. Following the second public hearing, there was a motion to adopt Ordinance 23-0600 to approve the development agreement. The motion did not pass.

KMC 18.110.050.C requires that the city council approve, disapprove or modify a development agreement by ordinance. The motion that failed to pass at the 12/11 meeting was not an ordinance. To comply with the code and move forward, staff is requesting direction from the City Council on whether to bring forward an ordinance that approves, disapproves, or modifies the development agreement. If direction for approval or modification of the development agreement is given, a discussion relating to potential modification and a proposed timeline for continued public outreach is provided below. If direction for disapproval of the development agreement is given, an ordinance denying the development agreement will be placed on the 1/22 regular meeting on the consent agenda.

Proposed Project Modifications Based on Community Feedback:

The public has provided considerable public comment related to the project proposal as a whole. In response to community feedback, staff have proposed below project modifications and contractual requirements for the City Council to consider. Note that there are some modifications that are not allowed by funders, including a change in location and/or a change in density. The building already complies with City code related to building height. As a result of the community feedback, the proposed modifications are as follows:

- Require, as part of the capital contract for the \$3.2M City funds, that Plymouth restrict residency to seniors (55+) only. It was recently clarified that the King County Housing Authority vouchers in place for this development require disability, so 100% of residents will have a documented disability.
- Clarify, as part of the development agreement, uses of the ground floor commercial space that support the City Council's priorities for economic development in the downtown core. Additional detail from the City Council is needed for this item.
- Require a Community Engagement Board to commence by May 2024, in coordination with the City's Housing and Human Services Manager. Membership shall consist of a liaison from Plymouth, the City, and Kenmore Police Department/Regional Crisis Response Agency, at least three residents, and at least two business owners. The Community Engagement Board will meet on an ongoing basis in perpetuity and will provide a venue for discussion about issues or concerns regarding the project.
- Require a good neighbor or similar agreement that would address operations, safety, and communication commitments related to the development (Example as Attachment 3)

Community Engagement Plan Proposal

The potential timeline for community engagement and Council action detailed below is far from ideal and is driven by the May 2024 contractual deadline for the \$4.2 million National Housing Trust Fund award. In response to Council direction, two community engagement events are proposed, along with a study session and public hearing related to the development. An all-city postcard will be mailed out to publicize the community engagement events, along with increased City listserv emails, social media engagement and an updated website / FAQ. A draft FAQ including the questions that have been received to-date are included as attachment 4 and Council direction is requested regarding any additional questions to add to that document.

Monday, January 22 nd	Council Meeting (no related items; public comment available)
Thursday, January 25 th	5:30 PM – 7:30 PM – Town Hall Event
Monday, January 29 th	7:00 PM – 9:00 PM – Town Hall Event
Monday, February 5 th	6:00 PM Council Special Meeting Study Session (public comment available)
Wednesday, February 7 th	7:00 PM Public Hearing
Monday, February 12 th	Council Meeting (public comment; business items related to development agreement ordinance, land transfer, and \$3.2M fund transfer to ARCH)

Fiscal Consideration:

The City has allocated \$3.2 million in City funds for the development of this affordable housing in partnership with Plymouth and committed to donating the land. In addition, A Regional Coalition for Housing (ARCH) has designated more than \$3 million in ARCH Trust Fund dollars for the project.

City Council Priority or Budget Objective Being Addressed:

1. Increase and preserve the options for affordable housing stock

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF KENMORE,
PLYMOUTH HOUSING GROUP, AND KENMORE HOUSING LLC FOR
AFFORDABLE HOUSING DEVELOPMENT**

THIS Development Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Kenmore, a Washington municipal corporation, Plymouth Housing Group, a Washington nonprofit corporation and Kenmore Housing LLC, a Washington limited liability company.

RECITALS

WHEREAS, RCW 36.70B.170 and Chapter 18.110 KMC authorize the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, the public benefits derived from the development of the real property, and the duration of the agreement; and

WHEREAS, this Development Agreement relates to the development of real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028, to provide for affordable housing within the City; and

WHEREAS, the City Council finds that the Development Agreement is consistent with the goals and policies of the Kenmore Comprehensive Plan; and

WHEREAS, the City Council finds that this Development Agreement is necessary for the health, safety, and welfare of its residents;

AGREEMENT

Now, therefore, in consideration of the mutual benefits and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals set forth above and in the Adopting Ordinance are incorporated by reference as if set forth in full.

Section 2. Parties to the Development Agreement. The parties (collectively, the “Parties”) to this Agreement are:

- A. The City of Kenmore, 18120 68th Ave NE, Kenmore, WA, 98028, (hereinafter, the “City”).
- B. Plymouth Housing Group, a Washington public benefit nonprofit corporation, 2113 Third Avenue, Seattle WA, 98121 (“PHG”).

- C. Kenmore Housing LLC, 2113 Third Avenue, Seattle, Washington, 98121 (the “LLC”). PHG is the sole member of the managing member of the LLC and hereinafter, PHG and the LLC shall be collectively referred to as “Plymouth”).

Section 3. Exhibits. The following Exhibits to this Agreement are attached hereto and incorporated by reference as if set forth in full:

- Exhibit 1 – Legal Description of the Property
- Exhibit 2 – Conceptual Site Plan
- Exhibit 3 – Project Schedule

Section 4. Definitions. As used in this Development Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section:

- A. “Adopting Ordinance” means the ordinance which approves this Development Agreement, as required by RCW 36.70B.200 and KMC 18.110.050.C.
- B. “Affordable Housing” means affordable housing as defined by A Regional Coalition for Housing (“ARCH”), which will administer and monitor the affordability of the Project on behalf of the City.
- C. “Development Agreement” or “Agreement” means this Development Agreement approved by the Adopting Ordinance.
- D. “Development Regulations” means the same as defined in KMC 19.10.070.
- E. “Effective Date” means the date of passage of the Adopting Ordinance.

Section 5. The Property. The City owns real property that is located at 6532 NE Bothell Way, Kenmore, Washington, 98028, King County Tax Parcel Nos. 794630-0195 and 794630-0196, and which is legally described as set forth in Exhibit 1 (“Property”). The Property is located in the Downtown Commercial Zone.

Section 6. The Project. Consistent with the terms and conditions of this Development Agreement, Plymouth is authorized to construct, operate, and maintain the following on the Property:

- A. **Six-story building:** A five-story, Type V-A wood-framed, 100-unit permanent supportive housing building atop a one-story, Type I-A concrete-framed podium base with on-site property management offices, resident services, and interior and exterior resident amenity spaces.
- B. **Residential Units:** The building shall include not less than one hundred (100) residential units with a mix of one-bedroom units and studio units (the “Residential Units”).
- C. **Affordability.** One hundred percent (100%) of the Residential Units shall be Affordable Housing.
- D. **Resident Services.** PHG shall provide resident services to tenants of the Project.
- E. **Property Management.** PHG shall provide on-site property management services.
- F. **Commercial Space.** The ground floor of the building shall include commercial space consistent with the uses permitted in the Downtown Commercial Zone (hereinafter, the “Commercial Space”); provided, however, the Commercial

Space shall not include a use that is incompatible with the Project, including, but not limited to, firearms sales/service, adult entertainment, and automotive, small engine, or marine sales or service, which uses are hereby determined to be incompatible with the Project.

- G. Courtyard Area. A courtyard area shall be constructed and available for residential tenants of the Project (the “Courtyard”) .

(Collectively, the “Project”). The Project is depicted in the Conceptual Site Plan as set forth in Exhibit 2.

Section 7. Applicable Development Regulations. Except as modified in Section 8 of this Agreement, the Project shall be consistent with applicable Development Regulations to the fullest extent possible, including but not limited to zoning regulations set forth in Title 18 KMC, Zoning, Chapter 19.35 KMC, Environmental Procedures, Title 15 KMC, Buildings and Construction, and Title 13 KMC, Utilities and Public Works.

Section 8. Modifications to Development Regulations. Pursuant to KMC 18.110.030, this Development Agreement is intended to provide flexibility in the development of the Property to achieve public benefits. Accordingly, the City Council approves the following modifications to the KMC:

- A. Modifications to KMC 18.25.020 Footnote 9(b) (depth) & KMC 18.25.040 Table B (density & setbacks):

1. Commercial Frontage – SR 522.
The proposed Commercial Space frontage that abuts SR 522 may range in depths from 21’-0” to 26’-4”.
2. Maximum Density. The Project density shall be a maximum of one hundred (100) Residential Units, as described Section 6.B.1 -.2.
3. Street Setbacks.
 - a. The street setbacks for the ground floor of the building fronting SR 522 shall be ten (10) feet.
 - b. The street setbacks for all upper floors of the building (other than the ground floor) fronting SR 522 shall be 5 feet.
 - c. The street setback for all floors of the building fronting 67th Avenue NE may exceed ten (10) feet at the area of the Courtyard.

- B. Modifications to KMC 18.40.030.A & KMC 18.80.080.D.1 (parking) & KMC 18.40.030.E (bike racks). The required off-site parking and bicycle parking for the Project shall be:

1. Nine (9) off-street parking spaces.
2. Plymouth shall include eight (8) bicycle parking spaces (bike racks).
3. Plymouth shall install in each Residential Unit a wall-mounted bike hook.

- C. Modification to KMC 18.52.150 Building locations/setbacks. KMC 18.52.150 is modified to allow the Project’s building locations/setbacks to be consistent with the modifications authorized in Section 8.A of this Development Agreement.

- D. Modification to KMC 18.52.220 (roof form), KMC 18.52.300 (building materials), KMC 18.52.310.B (upper level setbacks, mass and bulk), KMC

18.52.100 (pedestrian walkways) and KMC 18.52.210 (building corners). The Project may deviate from design standards as follows:

1. The design may incorporate a flat roof with a consistent parapet height. The base of the building may be expressed through a 12-foot datum line that separates the ground floor from the upper floors, which may be further expressed with a change of materials at ground floor, including vertical wood siding and storefront glazing.
2. As part of an intentional architectural design, masonry materials are not required.
3. As part of an intentional architectural design, the techniques applied to facades visible from public rights-of-way and public spaces to minimize apparent bulk and mass of building are not required.
4. The pedestrian walkway may vary in width through the site to be eight (8) feet or greater, but several areas of the walkway may narrow to six (6) feet in width.
5. As part of an intentional architectural design, the Courtyard may face and open up to 67th Avenue NE and the building sides that face corners of public streets are not required to be treated architecturally to emphasize the corner location.

E. Modification to Title 21 KMC Financial Guarantees.

The Project is exempt from the requirements of Title 21 KMC Financial Guarantees; provided, however, that Plymouth shall meet Section 9.B.3 of this Agreement to ensure construction and maintenance of site improvements.

F. Modification to Chapter 20.47 KMC Transportation, Park, and School Impact Fees. Pursuant to KMC 20.47.040.A.6, the City Council finds and determines that the Project has a broad public purpose by providing low-income housing. Accordingly, the Project is exempt from payment of transportation impact fees and park impact fees. The City Council acknowledges that an independent fee calculation was requested for school impact fees pursuant to KMC 20.47.140. The Northshore School District (“NSD”) adjusted the school impact fees to \$0 with the understanding that the Project is designed to serve a resident population where no students will be generated. Plymouth shall record a restrictive covenant prior to occupancy documenting the basis for the independent fee calculation and agreeing to the collection of school impact fees if the Project ever fails certification, or if the Residential Units are converted to a use that no longer meets the basis for the approved adjustment.

G. Modification of KMC 18.110.050 Processing procedure. The City Council modifies KMC 18.110.050 to waive minor procedural irregularities in the processing of this Development Agreement.

Section 9. Public Benefit. Pursuant to KMC 18.110.020.C, any requested modifications from existing Development Regulations must be offset by the provision of a public benefit to the City. Accordingly, the City Council finds and determines that the public benefits provided by the construction and operation of Affordable Housing as required herein substantially offsets the code modifications approved in Section 8 of this

Development Agreement and meets the criteria of KMC 18.110.020.C. The approval of this Development Agreement is expressly contingent on the following:

- A. Affordability. One hundred percent (100%) of the Residential Units shall be Affordable Housing.
- B. Covenants. If a transfer of the Property occurs pursuant to Section 13 from the City to Plymouth, Plymouth shall:
 - 1. Record the Development Agreement;
 - 2. Record a Condominium Sale Prohibition Covenant;
 - 3. Execute any necessary documentation from other funders, including, but not limited to, ARCH; and
 - 4. Record a restrictive covenant as required pursuant to Section 8.F of this Agreement relating to the independent fee calculation decision for school impact fees.

The covenants required herein shall be in a form acceptable to the City Attorney's Office.

- C. Services. PHG agrees to provide the resident services and on-site property management.
- D. Community engagement. PHG agrees to commence a community engagement plan for the Project in 2023 to help educate Kenmore residents on the benefits of affordable housing development.

Section 10. Vested Rights.

A. General. Except as modified in Section 8 of this Agreement, the Project shall be vested to City's local land use control ordinances, regulations and resolutions existing on the effective date of this Agreement ("Vested Laws"), including, but not limited to, the City's Comprehensive Plan, Zoning Use Tables, and Development Regulations. Provided, however, that Vested Laws do not include any regulation that is not considered a land use control under state law, including but not limited to taxes, other development, administrative and regulatory fees, connection charges, and City enactments that are adopted pursuant to state or federal mandates (such as the City's NPDES Municipal Stormwater Permits) that preempt the City's authority to vest regulations.

B. Amendment. During the vested period, if any Vested Laws are amended, modified, or changed, Plymouth may elect to have a permit or approval for the Project considered under all such Vested Laws, as amended, in effect on the date of application for the permit or approval.

C. Reservation of rights. Notwithstanding the foregoing, the City reserves the authority under RCW 36.70B.170(4) to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 11. Schedule. The Parties acknowledge a shared goal of the prompt development of the Project. Accordingly, the Parties agree to the Project Schedule as set forth in Exhibit 3, which identifies the KMC deadlines for anticipated actions associated with this Agreement.

Section 12. Project Review. Plymouth shall be responsible, at its sole cost, to apply for all applicable permits, including but not limited to, applications for planning

and zoning permits, clearing and grading permits, building permits and other such permits and approvals required under KMC and necessary to authorize development of the Project (“Project Permits”). The Project Permits must demonstrate consistency with the Development Regulations and this Agreement, including any modifications authorized in Section 8 of this Agreement. The City will review the Project Permits as provided by the KMC.

Section 13. Affordable Housing Property Transfer. Pursuant to RCW 39.33.015 and KMC 3.55.075, the City may surplus the Property for affordable housing purposes if the City Council finds that affordable housing is needed in the City and is in the best interests of the City and its residents. If the City Council, in its sole discretion, transfers the Property to Plymouth pursuant to KMC 3.55.075, then the transfer shall be conditioned on:

- A. Plymouth’s execution and recording of this Agreement;
- B. Executing and recording of the covenants and agreements required in Section 8.B of this Development Agreement at the sole cost of Plymouth;
- C. Executing project financing documents recommended by ARCH, which will administer and monitor affordability on behalf of the City; and
- D. Executing a transfer agreement in a form approved by the City Attorney’s Office.

Section 14. Term. This Agreement shall commence upon the Effective Date of this Agreement and shall continue in force for a period of ten (10) years, unless extended by way of amendment. Following the expiration of the term, this Agreement shall have no force and effect subject, however, to post-termination obligations of Plymouth.

Section 15. Default; Remedies for default.

A. **Events of default.** The following shall constitute events of default under this Agreement (“Events of Default”):

1. A default by a party in keeping, observing, or timely performing any of its duties and/or obligations under this Agreement;
2. The appointment of a receiver or trustee for Plymouth, which appointment shall not be vacated or stayed within twelve (12) months; or
3. The filing of a petition in bankruptcy by or against Plymouth or for its reorganization under any bankruptcy or insolvency law which shall not be dismissed or stayed by the court within twelve (12) months after such filing.

B. **Remedies in the event of default.** If an Event of Default shall occur, or in the event of a dispute, claim or controversy arising out of, or relating to this Agreement, then the party alleging the Event of Default shall give the other party not less than sixty (60) days’ notice in writing, specifying the nature of the Event of Default and the manner in which the Event of Default may be cured. After notice and the expiration of the thirty-day period, if the Event of Default has not been cured or if the cure is not being diligently pursued, the party alleging the Event of Default may, at its option, institute legal or equitable proceedings to enforce this Agreement or to seek damages, and shall have all rights, remedies and causes of action, at law or in equity, available under the laws of the State of Washington.

Section 16. Indemnity. Plymouth agrees to defend, hold harmless, and indemnify the City, and its officers, officials, employees, agents, and consultants from and against any claims, demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees and costs of any nature whatsoever, incurred by the City which result from or arise out of any breach of or failure to comply with, or any negligent act or omission in performing, the duties or obligations set forth in this Agreement by Plymouth, except to the extent the claims, demands, penalties, fees, liens, damages, losses, or expenses are caused by the breach of this Agreement, negligence or willful misconduct of the City. This indemnity provision shall survive expiration of this Agreement.

Section 17. Assignment. Plymouth shall not have the right to sell, assign or transfer this Agreement to any person, firm, or corporation at any time during the term of this Agreement, unless approved in writing by the City. Plymouth shall provide the City with written notice of any intent to sell, assign, or transfer this Agreement at least 90 days in advance of such action.

Section 18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties, their respective heirs, successors, and assigns. The Parties, and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations contained in this Development Agreement.

Section 19. Amendment. This Agreement may be amended consistent with the procedures of KMC 18.110.060, and by mutual consent of the Parties. Minor modifications, which do not include changes to uses, parking, residential densities, or maximum structure height, may be approved administratively, and shall not require an amendment to the Agreement. Approved permits relating to the Project may be amended in accordance with the provisions of the KMC and shall not require an amendment to this Agreement.

Section 20. Notices. Notices, demands, correspondence to the City and Plymouth shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to Plymouth:

Plymouth Housing Group
Attn: VP of Real Estate
2113 Third Avenue
Seattle, WA 98121

If to the City:

City of Kenmore
Attn: City Manager
18120 68th Avenue NE
Kenmore, WA 98028

Kenmore Housing LLC

c/o Plymouth Housing Group
Attn: VP of Real Estate
2113 Third Avenue
Seattle, WA 98121

The Parties may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in King County Superior Court or the U.S. District Court for Western Washington.

Section 22. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 23. Severability. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the Adopting Ordinance, such invalidity shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

PLYMOUTH HOUSING GROUP

CITY OF KENMORE:

By: _____
Its: _____
Date: _____

By: _____
Its: City Manager
Date: _____

KENMORE HOUSING LLC

By: Kenmore Housing MM LLC, a
Washington limited liability company
Its: Managing Member

By: Plymouth Housing Group, a
Washington nonprofit corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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 acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Plymouth Housing Group, manager of Kenmore Housing MM LLC, managing member of **Kenmore Housing LLC**, a Washington limited liability company, to be the free and voluntary act of such nonprofit corporation on behalf of such company on behalf of such company for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

(Seal or Stamp)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of
 Washington
 My Commission
 Expires:

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 acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Plymouth Housing Group**, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2022.

(Seal or Stamp)

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the State of Washington
 My Commission Expires:

STATE OF WASHINGTON)

COUNTY OF _____) ss.
)

I certify that I know or have satisfactory evidence that Rob Karlinsey 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 City Manager of the City of Kenmore, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT 1 - PROPERTY LEGAL DESCRIPTION:

PARCEL 794630-0195:

LOTS 10 AND 11, BLOCK 6, W.C. SQUIRE'S PLAT OF KENMORE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 62, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 70.00 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL 794630-0196:

THE SOUTH 70.00 FEET OF LOTS 10 AND 11, BLOCK 6, W.C. SQUIRE'S PLAT OF KENMORE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 62, IN KING COUNTY, WASHINGTON

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF KENMORE PURSUANT TO STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20070122002204.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT 2 – CONCEPTUAL PLANS:

The Building Permit Application (BLD23-0614) plan set on file at the City of Kenmore is hereby incorporated by reference as if set forth in full as the “Conceptual Plans” for the Project.

EXHIBIT 3 – PROJECT SCHEDULE:

The Project Schedule shall comply with all applicable timelines set forth the KMC for the Project Permits, which include but are not limited to the following KMC:

15.30.235 Time limitation of application – Building Permits

A. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with State law by the building official.

B. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions, or additional information within 90 days of the date of request. The building official may extend the response period beyond 90 days if within the original 90-day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

C. The building official may extend the life of an application if any of the following conditions exist:

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other City review is in progress; provided the applicant has submitted a complete response to City requests or the building official determines that unique or unusual circumstances exist that warrant additional time for such response, and the building official determines that the review is proceeding in a timely manner toward final City decision; or
3. Litigation against the City or applicant is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application; or
4. At the sole discretion of the building official when there have not been newly adopted codes, fees, ordinances or laws which affect the application. [Ord. 20-0518 § 4 (Exh. D); Ord. 16-0423 § 4 (Exh. D); Ord. 13-0360 § 6 (Exh. C); Ord. 10-0310 § 4 (Exh. C).]

15.30.245 Permit expiration – Building Permits

A. Every permit issued shall expire two years from the date of issuance. The building official may approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance.

B. Every permit which has been expired for less than one year may be renewed for a period of one year from the expiration date for an additional fee as long as no changes have been made to the originally approved plans and new building codes have not been adopted. For permits that have expired for longer than one year, a new permit must be obtained, and full new fees paid. No permit shall be renewed more than once, except at the sole discretion of the building official when there have not been newly adopted codes, fees, ordinances or laws which affect the permit.

C. Mechanical and plumbing permits shall expire at the same time as the associated building permit, except that if no associated building permit is issued, the mechanical and/or plumbing permit shall expire 12 months from the date of issuance. [Ord. 20-0518 § 4 (Exh. D); Ord. 16-0423 § 4 (Exh. D); Ord. 13-0360 § 6 (Exh. C); Ord. 10-0310 § 4 (Exh. C); Ord. 09-0301 § 1 (Att. A).]

15.25.100 Time limitation of application – Engineering permit

A. Applications for which no permit is issued within 18 months following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the *applicant* or destroyed in accordance with State law by the *city manager*.

B. Applications may be canceled for inactivity, if an *applicant* fails to respond to the *department's* written request for revisions, corrections, actions or additional information within 90 days of the date of request. The *city manager* may extend the response period beyond 90 days if within the original 90-day time period the *applicant* provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the *department*.

C. The *city manager* may extend the life of an application if any of the following conditions exist:

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other City review is in progress; provided, that the *applicant* has submitted a complete response to City requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final City decision; or
3. Litigation against the City or applicant is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application. [Ord. 22-0547 § 2 (Exh. A); Ord. 12-0345 § 3 (Exh. A).]

15.25.120 Permit expiration – engineering permit

A. Stand-alone *land alteration*, except *tree removal*, permits shall expire two years from the date of issuance. *Tree removal* permits shall expire one year from the date of issuance. *Land alteration* permits issued and associated with another land use permit or approval shall expire in conjunction with the land use permit or approval. The *city manager* may approve a request for an extended expiration date where a construction schedule is provided by the *applicant* and approved prior to permit issuance.

B. Stand-alone *land alteration* permits which have expired for less than one year may be renewed for a period of one year from the expiration date for an additional fee, as long as no changes have been made to the originally approved plans. *Land alteration* permits associated with a land use permit or approval which has been expired for less than one year may be renewed for an additional fee as long

as no changes have been made to the originally approved *land alteration* plans and the originally approved land use permit or approval is not expired. For permits that have been expired for longer than one year, a new permit must be obtained and full new fees paid. No permit shall be renewed more than once. [Ord. 22-0547 § 2 (Exh. A); Ord. 12-0345 § 3 (Exh. A).]

CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 23-0600

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF KENMORE, PLYMOUTH HOUSING GROUP, AND KENMORE
HOUSING LLC FOR AFFORDABLE HOUSING DEVELOPMENT;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
DEVELOPMENT AGREEMENT; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, RCW 36.70B.170 and Chapter 18.110 KMC authorize the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern, and vest the development, the public benefits derived from the development of the real property, and the duration of the agreement; and

WHEREAS, this Development Agreement relates to the development of real property located at 6532 Bothell Way NE, Kenmore, Washington, 98028, to provide for affordable housing within the City; and

WHEREAS, the City Council finds that the Development Agreement is consistent with the goals and policies of the Kenmore Comprehensive Plan; and

WHEREAS, the City Council finds that this Development Agreement is necessary for the health, safety, and welfare of its residents;

WHEREAS, on November 20, 2023, the City's SEPA Responsible Official issued a Threshold Determination relating to the Development Agreement; and

WHEREAS, on October 23, 2023, the City Council approved the threshold decision to move forward with the processing of the Development Agreement; and

WHEREAS, on November 17, 2023, the City Manager prepared a recommendation to the City Council on a proposed Development Agreement with the Developer; and

WHEREAS, a development agreement for the Property is authorized by RCW 36.70B.170 and Chapter 18.110 of the Kenmore Municipal Code; and

WHEREAS, as required by RCW 36.70B.200 and KMC 18.110.050, and pursuant to notice published in the Seattle Times on November 17, 2023, the City Council held a public hearing on November 27, 2023, and December 11, 2023, regarding the development of the Property pursuant to the Development Agreement; and

WHEREAS, the City Council has considered the testimony and comments made at the public hearings and the documents submitted at the public hearings, and reviewed the Development Agreement; and

WHEREAS, the City Council hereby finds and determines that the Development Agreement: (1) is consistent with applicable development regulations to the fullest extent possible, while allowing for development standards that are different from those standards in order to provide flexibility to achieve public benefits; (2) responds to changing community needs, and provides the functional equivalent or adequately achieves the purposes of those standards, and (3) complies with the requirements of RCW 36.70B.200 and Chapter 18.110 KMC; and

WHEREAS, the City Council desires to approve the Development Agreement and finds it to be in the best interests of the City and its residents as a whole;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are incorporated herein by reference as findings in support of this ordinance.

Section 2. Approval of Development Agreement. The City Council approves the Development Agreement with the City of Kenmore, Plymouth Housing Group, and Kenmore Housing LLC as set forth in Exhibit 1, attached hereto and incorporated by reference as if set forth in full.

Section 3. Execution of Agreement. The City Manager is authorized and directed to execute a Development Agreement with the City of Kenmore, Plymouth Housing Group, and Kenmore Housing LLC substantially in the form of the Development Agreement attached as Exhibit 1 to this Ordinance.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF DECEMBER, 2023.

[signatures to follow on next page]

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Findlay Reitan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 23-0600
Date of Publication:
Effective Date:

Attachment 3: Example Good Neighbor Agreement Language

Operational Agreement – shall be established with the City prior to occupancy of the building and shall include but not be limited to:

- Names and contact information for onsite staff
- Description of services to be onsite
- Description of the staffing plan to include the following:
 - Number of staff supporting residents and operations;
 - Certification requirements;
 - Staff training programs;
 - Staff to client ratios;
 - Roles and responsibilities of all staff; and
 - Prior experience of Plymouth in operating Permanent Supportive Housing
- Description of how resident occupancy will be phased up to full proposed capacity.
- Description of program eligibility, the referral and/or selection process, and how the operator will comply with the local outreach and coordination requirements detailed below.
- Identification of supportive agencies and a description of supportive partnerships that will be engaged in ensuring that the operator can maintain the described level of service needed to support the resident population.
- Contractual remedies for violation of the terms and conditions established in the operational agreement. This shall include identifying specific timelines for corrective action and penalties for nonaction for any violation that impacts the health and safety of residents.

Minimum Performance Expectations of Building Operator

- Plymouth shall work with local service providers to identify eligible homeless individuals who are living in, near, or who have ties to Kenmore;
- Facility staffing required 24 hours per day and seven days per week (24/7 staffing);
- Compliance with King County Housing Authority resident screening process for all residents
- Compliance with applicable registration and notification requirements for registered sex offenders. As part of the King County Housing Authority screening process, lifetime registered sex offenders will not be allowed to be a resident of this facility.
- Management of access to the facility
- Case management for the residents including:
 - Provision of or connection to behavioral health treatment (including substance use disorder) and services

- Provision of or connection to employment assistance (e.g., job training and education).
- Provision of or connection to housing-related services to help residents maintain or increase housing stability.
- Development of a plan for routine and emergency communications with first responders
- Routine repair and maintenance of the property
- The property may not be designated supervised/safer consumption site (SCS), supervise/safer injection facility (SIF), or supervised/safer injection service (SIS).

Program Rules and/or Code of Conduct:

- Shall be developed in consultation with the City Manager and City Human Services staff
- Shall describe occupant and guest expectations and consequences for failing to comply.
- Shall address at minimum:
 - The use or sale of alcohol or cannabis
 - The use of illegal drugs
 - The sale of illegal drugs
 - Threatening or unsafe behavior; and
 - Weapons possession.
- Final program rules and code of conduct shall be reviewed and approved by the Kenmore Chief of Police and City Manager in consultation with City Human Services staff.

Safety and Security Plan

- Shall be developed in consultation with and approved by the Kenmore Chief of Police and Kenmore City Manager, in consultation with City Human Services staff and RCR.
- Shall identify behavioral health crisis management protocols
- Shall require that all staff be trained in de-escalation methods
- Shall provide protocols for routine and emergency communications with first responders.

Community Relations Plan:

- Shall be developed in consultation with the local business community, neighbors and City staff and approved by the City Manager.
- Shall plan for potential impacts on nearby businesses and/or residents including a proposed mitigation approach.
- Shall address at minimum:
 - Site upkeep and maintenance, on-street parking, and vehicle camping

- Identify a “neighborhood liaison” that will foster relationships, attend community events and receive and respond to neighborhood complaints in a timely manner.
- Identify a process for dispute resolution

Parking Management Plan

- Shall be developed in consultation with and approved by the Kenmore Chief of Police and Kenmore City Manager, in consultation with City Human Services staff.
- Shall include prohibition of car camping onsite and in designated on-street parking



Plymouth Supportive Permanent Housing in Kenmore

Project Overview and Frequently Asked Questions

PROJECT OVERVIEW

- Mid-rise building with 100 rental apartments, consisting of 85 studios and 15 one-bedroom units.
- All 100 units will serve extremely low-income individuals (30% Area Median Income, or less than \$28,800/year) that are “exiting homelessness”. This is a requirement of state and federal funding sources, which account for more than 75% of project funding (\$30M+).
- The City Council’s top priority of affordable housing led to selection of City-owned property at 6532 NE Bothell Way as the preferred site for this development. See [October 25, 2021 Council Meeting Agenda packet](#) (IX.A.), [November 15, 2021 Council Meeting Agenda packet](#) (Business Agenda B.) for history of the selection of the property.
- The site was chosen for its walkability, proximity to services and amenities for future residents, and as a component of future downtown development.
- Plymouth was selected through a competitive process and met the City’s goals of 80–100 units of housing on the site, as well as limited parking to maximize housing units.
- See [December 11, 2023 Council Meeting Agenda packet](#) for history of the selection of Plymouth Housing through Request for Proposals (RFP) process, and details of the development agreement as originally proposed.
- “Permanent Supportive Housing” (PSH), meaning wrap-around support services are provided in the building to tenants, included in the cost of rent.
- Additional information, including communication with Council and the public can be found on the Plymouth Housing [project page](#).

FREQUENTLY ASKED QUESTIONS

1. What is the Plymouth Permanent Supportive Housing Project in Kenmore?

Located at 6532 NE Bothell Way, the proposed mid-rise building will feature 100 apartment units, consisting of 85 studios and 15 one-bedroom units. The proposed housing will serve extremely-low-income individuals (30% Area Median Income (AMI), or less than \$28,800/year) who are exiting homelessness.

In 2021, in response to the Kenmore City Council’s #1 priority to “increase and preserve the options for affordable housing stock”, the City issued a request for proposals for an affordable housing development that served at least 10% of individuals at 30% AMI and provided 80-100 new residential units. In the request, the City offered to donate the land and \$3.2 million in City funding towards the project, which prompted an additional initial commitment of \$3 million from A Regional Coalition for Housing (ARCH). The financial commitment of the City and ARCH allowed Plymouth the opportunity to create a proposal

that went beyond 10% of units at 30% AMI – 100% of all units in this proposal are for individuals at or below 30% AMI.

An additional \$30M+ in funding has since been acquired from national and state affordable housing resources, outlined in “funding” below.

2. How long has the City been working on this project? How have they communicated with the public about this project?

The City has been working on this specific location and development since 2021. The Council’s number one priority for 2021-2022 and number two priority for 2023 was to increase and preserve the options for affordable housing stock. In support of this goal, and at the direction of the City Council, the City developed a Request for Proposals (RFP) for affordable housing on City-owned property at 6532 Bothell Way NE.

Plymouth Housing Group (Plymouth) was selected through this RFP process to build 100 units of housing at the site in May 2022. In June 2022, the City Council approved the selection of the Plymouth proposal and directed staff and Plymouth to further develop the proposal and return at a later date for City Council approval of the final plan and development agreement.

The Plymouth team has been working in coordination with City staff towards breaking ground on that development since June 2022, and staff have been before Council nineteen times from 2021-2023 to discuss all the different elements of this project ([City Council Presentations and Agenda Items](#), towards bottom of page).

A list of public communications related to this project is on the left side bar of the [City webpage](#). The development is currently fully funded and in the final phases of permitting to provide critically needed housing to individuals at or below 30% AMI that are exiting homelessness and/or at imminent risk of becoming homeless. The [December 11, 2023 Agenda Bill packet](#) provides additional background information on the history of the selection of Plymouth and proposed development agreement for the 6532 Bothell Way NE property.

PROGRAM MODEL: PERMANENT SUPPORTIVE HOUSING

3. What is Permanent Supportive Housing?

Permanent Supportive Housing (PSH) is a best practice, cost-effective, and proven strategy that combines three elements: permanently affordable housing, comprehensive support services for tenants, and project-based rental assistance. Residents enter a lease similar to any other housing development, with the added benefit of on-site resources including case management, health care, communal activities, and behavioral health services. All services provided within the building are coordinated and paid for by Plymouth; the City has no financial or operational obligations toward the provision of supportive services within the building. Plymouth has successfully funded and run similar supportive housing programs for over 40 years.

This is not a shelter or transitional housing—PSH is rental housing for individuals at or below 30% AMI (\$28,800/year) that provides the additional benefit of supportive services tailored to the needs of the resident. Plymouth will provide 24/7 on-site staffing of the building. PSH services are designed to effectively support communities’ most vulnerable populations in reaching long-term housing success.

This is an apartment building first and foremost with the addition of supportive services, and Plymouth must abide by all landlord-tenant laws established by the federal government. Tenants are responsible

for paying rent, abiding by their lease, following building rules, and ensuring the health and safety of themselves, Plymouth staff, and neighbors.

The Plymouth Kenmore PSH will receive project-based section 8 housing vouchers from King County Housing Authority (KCHA), which means residents will pay 30% of their income towards rent.

4. What are resident lease agreements like for Permanent Supportive Housing developments?

When someone moves into a Plymouth building, they agree to a number of lease terms and building rules that help produce safe community living. Residents agree to items such as not having weapons, dealing drugs on-site, or engaging in unlawful activities.

Residents are asked to use guest sign-in and -out systems, so Plymouth is aware of who is coming onto the property. Additionally, residents are expected to keep their apartments in good condition, so Plymouth conducts regular health and safety inspections to check in with residents and support them as needed.

5. What does 30% AMI mean? (in actual dollars, and what sources of income do PSH tenants typically have?)

Area Median Income (AMI) is a key metric in affordable housing. The U.S. Department of Housing and Urban Development ([HUD](#)) defines individuals who earn 30% or less of the AMI as extremely low income. For Kenmore, that would be \$28,800/year or less in 2023. Most Plymouth residents receive social security income, which is somewhere in the vicinity of \$10,000 or under, which is less than half of the 30% AMI threshold. Other common sources of income include the Aged, Blind, or Disabled (ABD) benefit (which is currently \$450 a month), various amounts from SSA or SSDI, or day labor.

6. What does low barrier mean?

Once somebody has experienced homelessness, they're often shut out of housing by barriers like rental history requirements, credit checks, and up-front security deposits. Using the Housing First model, Plymouth lowers barriers so that housing is accessible to the people who need it.

7. King County Housing Authority will be screening residents as a part of the housing vouchers. What are the actual screening criteria, especially concerning drugs and sex offenders?

Plymouth follows the same guidelines for subsidized housing eligibility as the King County Housing Authority (KCHA), which can be found here: <https://www.kcha.org/housing/subsidized/eligibility>.

All Plymouth residents are primarily single adults who have come directly from homelessness into their housing. Per KCHA requirements, most come to Plymouth with some level of disability. Anyone who moves into Plymouth Housing must be a U.S. citizen and have a social security number on file. They also undergo criminal background checks including credit checks, rental history checks, and lifetime sex offender registration checks.

Regarding sex offenses, KCHA will specifically screen out lifetime registered sex offenders and/or those with Class A felonies. Beyond KCHA's screening, Plymouth assesses the suitability of applicants internally. If an applicant has a sex offense permitted by the KCHA, Plymouth will allow the applicant to provide supplemental information related to the offense. A group of directors from Plymouth will review this information and will make an assessment with the safety of the residents, staff, and community in mind.

Regarding drug-related offenses, KCHA will screen specifically for manufacture of meth, screening out convictions less than five years old. In line with the Housing First philosophy, Plymouth does not conduct additional screenings related to drug offenses.

ON-SITE SERVICES FOR RESIDENTS

8. What is case management?

Case management is a process that connects residents with services and resources. Plymouth Case Managers get to know residents in order to help connect them with services that are tailored to each resident's individual needs, and may include: medical care, behavioral health treatment, veterans counseling, family reunification, money management programs, job search support, community activities, hospice care.

9. What other services will be provided onsite?

Plymouth's standard staffing model for new buildings includes:

- 4-5 Case Managers on-site Monday - Saturday
- Double-staffed front desk (Residential Specialists) 24/7
- Community Specialist
- Tenant Support Aide(s)
- Nurse's clinic with primary care provided weekly (3-4 days a week)
- Mental Health and substance-use disorder service offerings from Plymouth's integrated Behavioral Health team

10. Are residents required to utilize these services? If not, why not?

Plymouth's housing is not conditional on service utilization, as residents are tenants of Plymouth Housing and have rights to their apartment per standard lease terms.

However, Plymouth's service team proactively engages all residents to meet their needs and does assertive outreach to any resident with behaviors that impact the community. They complete an Individual Service Plan with each resident upon move-in that is updated annually and includes continuous service engagement at regular intervals throughout the year. They also coordinate closely with any outside service providers who have established history with residents and provide ongoing care.

11. When / how much staffing will be available onsite?

Supportive services are typically offered during regular business hours, but there is always a member of Plymouth's Permanent Supportive Housing staff on call to respond to any emerging needs at the building. In addition to the team available during daytime hours, most buildings have support staff on-site in the evenings and through the weekend. Their supportive services include case management, service connection, community building, and resource provision.

POPULATION SERVICED, INCLUDING REFERRAL PROCESS

12. Who are the potential tenants of this building, and how was that determined?

Eligibility for Kenmore Supportive Housing will include:

- Income of 30% or less of Area Median Income (\$28,800/year in 2023)
 - "Homeless at Entry", including "couch surfing", living in transitional housing, staying in a shelter, living outside, and being at imminent risk of becoming homeless.
- Single adults with no children

This project will adhere to KCHA requirements of a form of valid identification, proof of U.S. Residency status, and a criminal record screening. Lifetime registered sex offenders and individuals with certain past drug-related convictions will not be eligible for this housing.

This development will receive project-based housing vouchers from KCHA, which means resident rent will be capped at 30% of their income. Those vouchers will require that all residents be at or below 30% AMI and have a documented disability. The vouchers do not require any additional demographic restrictions; the goal for this development is to primarily house seniors, and also include veterans and people with disabilities that may not qualify as seniors (55+).

13. What does “imminent risk of homelessness” mean?

As defined by HUD, “imminent risk of homelessness” means an individual or family who will imminently lose their primary nighttime residence, provided that: residence will be lost within 14 days of the date of application for homeless assistance; no subsequent residence has been identified; and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Note: Includes individuals and families who are within 14 days of losing their housing, including housing they own, rent, are sharing with others, or are living in without paying rent.

14. What is the process for Plymouth to prove resident eligibility? What are the steps in the lease up process that residents will be required to go through?

In order to live at Plymouth, an applicant must be found eligible for the building, unit, and subsidy. Upon referral, the applicant would meet with rental staff and complete an application for our funding sources and the housing authority. Questions relate to identity, citizen status, income and assets, criminal history, and homeless history.

Once eligibility has been determined, coordination for a move-in date takes place. During lease-up, residents sign their lease and receive orientation around rules and expectations, and Plymouth building staff work to establish rapport with the resident.

15. What are the options to further define the tenant population?

a. Referral sources – can this include broad human service agencies, or just homelessness/shelter providers?

Yes, Plymouth and the City can absolutely set up referral partnerships and can work with broad human services agencies that serve homeless people. This tie to homelessness is core to both the mission and the funder contracts.

b. “Categorical Population” determinations – Can we restrict (via capital contract) things like age? Veteran status?

Capital contracts, or agreements with funders, can (within limits) introduce additional requirements for occupants, such as 55+ or similar. Without these contracts or agreements, Plymouth would be setting up exclusive screening criteria, which is prohibited by the [Fair Housing Act](#).

16. Can City of Kenmore residents (or former residents) have priority for this housing?

Plymouth Housing, like other landlords, cannot deny tenancy to a potential resident due to geographic location, as this could be considered a violation of the [Fair Housing Act](#). While people living outside of Kenmore are not outwardly defined as a “protected class,” the law is very broad and has been interpreted

to include preferential treatment for certain groups (such as individuals who currently live near the building).

However, under the law, Plymouth is allowed to affirmatively market to Kenmore residents, as well as work with local service providers to cultivate interest for qualified tenants. Plymouth has been successful in housing residents who currently reside in the community surrounding the building. For instance, at Plymouth Crossing in Bellevue, Plymouth was able to successfully house a majority of residents with existing ties to Bellevue or the Eastside. They will implement a similar strategy in Kenmore, including marketing to seniors, veterans, and people with disabilities.

Once a development agreement is in place, Plymouth will begin developing and executing a Memorandum of Understanding with Hopelink, Mary's Place, Lake City Partners, the Kenmore Senior Center, Center for Human Services, and other services providers in the Northshore area.

Connecting qualified residents, including those living in the manufactured home communities, to the local service providers that will work with Plymouth is critical, and the City has an important role to play here in outreach. Looking forward to 2025 when this building begins moving towards leasing up, this will be one of the top workplan priorities for the Housing and Human Services Manager.

PUBLIC SAFETY

17. Is it possible for a registered sex offender to live in this building? How will residents be screened specific to this as part of the lease up process and how often will the residents be re-screened? Can the City required bi-annual screening and inclusion into lease language that admission into the sex offender registry is cause for eviction?

See response to Question 7 (above) regarding screening at the time of application. Residents do not undergo re-screening.

18. Will there be building rules and how will they be enforced?

Plymouth's building is an apartment building first and foremost with the addition of supportive services. As an apartment building, they must abide by all landlord-tenant laws put forth by the federal government. Residents are responsible for abiding by their lease, following building rules, and ensuring the health and safety of themselves, Plymouth staff, and neighbors.

Plymouth has a no-weapons policy, including in cars. Quiet hours and respecting the property are within the lease. There is a robust guest policy so they can track who's coming and going. And when needed, they do establish guest bans.

Plymouth is a Housing First agency, which means they work to provide services and support to their residents so that they can adhere to their leases and maintain their housing. They rely on a team of Safety Ambassadors who travel to all their buildings to ensure safety and security. They utilize a trauma-informed care approach with residents and work with law enforcement to prevent unwanted activity in and outside of their buildings.

In the event of an emergency, Plymouth does involve the authorities. Plymouth has a strong track record of maintaining good relationships with local emergency response teams, and they are in constant communication with residents regarding any behavioral issues.

Regarding legal substance use, Plymouth's harm reduction approach means permitting private use (like what can happen in any home) that does not interfere with the community. Dealing drugs or drug

trafficking is not permitted by the lease. If this were to occur, the resident would be served a legal notice and potentially evicted if unwilling to abide by the lease agreement.

Additionally, Plymouth's Permanent Supportive Housing and behavioral health teams offer an array of options for those residents who are willing to pursue sobriety, including peer support groups and on-site and off-site recovery meetings. They also have a sponsored contingency management program that rewards residents for recovery-oriented behaviors such as being sober during random drug testing.

19. Does the City have any recourse if there are issues at the property?

Yes. The proposed "Good Neighbor Agreement," or similar agreement, would outline any expectations for this property that exceed the typical expectations and/or legal obligations for operators of multi-family properties in Kenmore. This land will additionally be subject to a land covenant to require affordability and will be monitored by funders (including ARCH, who would be managing any funds donated by the City of Kenmore).

20. What is a good neighbor agreement and what can it include?

A "Good Neighbor Agreement," or similar, can address operations, safety, and communications commitments related to the development.

21. What measures are the City and Plymouth taking to ensure safety at this site?

One benefit of the supportive housing operations is that there will be access to medical care on-site, and there is a plethora of data that show that these individuals will require less emergency response, hospital treatment, and hospital stays than they would if not housed in a building that provides supportive services.

The City will provide the same public safety to this neighborhood, building, and residents as it provides to the entire community. People are encouraged to call 911 or the non-emergency public safety number should they see something unsafe.

The City will provide the same policing and uphold the same safety protocols regarding drugs and alcohol as is provided throughout the community. Kenmore PSH residents are treated the same as any other tenant under Washington State landlord/tenant law and as such will have specific rights with regards to their leased space, which are consistent with the rights all tenants have throughout the city. As part of the lease agreement, Plymouth has a code of conduct that residents must agree to in order to remain housed at the facility.

Additionally, Plymouth will staff this site 24/7 and utilize cameras within common areas and outdoor spaces to ensure building rules are followed. Plymouth employs a team of Safety Ambassadors who travel to all their buildings to ensure safety and security. They utilize a trauma-informed care approach with residents and work with law enforcement to prevent unwanted activity in and outside of our buildings. The Kenmore Police Department and/or Regional Crisis Response will be a participant in the proposed Community Engagement Board.

PROJECT FUNDING

22. Why is the City donating funds and land to this project?

Affordable housing has been a stated high priority for City Council (#1 priority in 2021 and 2022, #2 in 2023, and #1 in 2024) and the City saw an opportunity to jumpstart the building of affordable housing units by contributing underutilized city-owned property and \$3.2 million in pandemic relief funds.

Understanding that affordable housing projects require multiple funding partners to be viable for a developer, the City “seeded” the project by committing the land and money, which in turn led to a commitment by A Regional Coalition for Housing (ARCH) of an additional \$3.2 million from its Trust Fund. (ARCH is a coalition of 15 East King County cities and King County.) This commitment of resources from both the City and ARCH was a key reason why Plymouth responded to the RFP and why the project was able to get funded by many external sources including the National Housing Trust Fund, State Housing Trust Fund, a direct appropriation from the Legislature, and a 9% Low Income Housing Tax Credit allocation, among other sources.

Without the City’s commitment of land and funds, it is incredibly unlikely that the other funding would have come together in the unprecedented way that it did.

23. Why is this development required to serve people exiting homelessness, which includes people imminently at risk of homelessness?

This is a requirement of the funding received from the Department of Commerce (National Housing Trust Fund and State Housing Trust Fund) and the Washington State Housing Finance Commission (Low Income Housing Tax Credit), which account for roughly 75% of the total project funding.

24. What are King County Housing Authority Vouchers and how do they impact population served?

These vouchers allow Plymouth to cap rent received from tenants to 30% of their income. Plymouth will receive the vouchers through a process with KCHA that will culminate in what is called an “AHAP” agreement (Agreement to Enter into a Housing Assistance Payment) that will be signed at the closing of financing, which will take place in May if a development agreement is approved. The vouchers will be Project-Based vouchers (meaning, they are attached to the property, not the individual) and require that all residents be at or below 30% AMI and have a documented disability. While the vouchers do not require any additional demographic restrictions, unless Council places additional demographic restrictions, the goal remains that this project be primarily senior housing, and also include veterans and people with disabilities that may not necessarily be considered seniors (55+).

POTENTIAL MODIFICATIONS

25. What modifications to the development proposal are not allowed and why?

Changing the location and density (100 units) of this development is not possible. The funding for this project is tied to both of those items, and a change in either would require Plymouth to reapply for funding from the National Housing Trust Fund, State Housing Trust Fund and Washington State Housing Commission for its Low-Income Housing Tax Credits. These three funders comprise more than 75% of the funding for this development. The building already complies with City code related to building height.

STATE AND COUNTY MANDATES FOR AFFORDABLE HOUSING

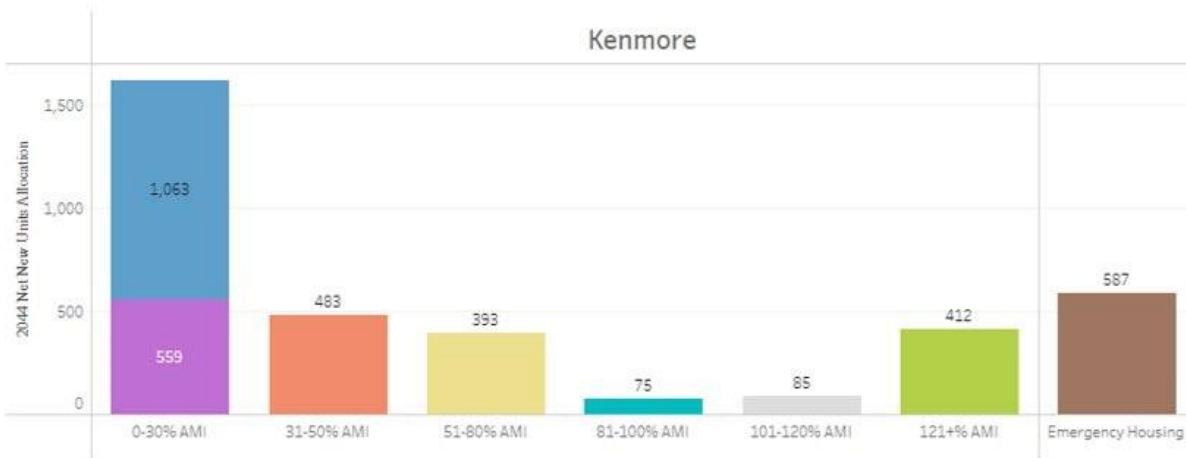
26. What are the City’s goals related to affordable housing? Are we required to create a certain number of new low-income housing units? If so, where is that requirement from and what are the specifics? How would the requirement be enforced?

House Bill 1220 (2021) amended the Growth Management Act (GMA) to instruct local governments to “plan for and accommodate” housing affordable to all income levels. This strengthened the previous goal, which was to encourage affordable housing. House Bill 1220 also directed the Department of Commerce to project future housing needs for jurisdictions by income bracket and also made updates to how jurisdictions plan for housing in the housing element of their comprehensive plans. Commerce

provided the information in 2023 and in fall of 2023, King County adopted [Ordinance 19660](#) to reflect that information in Countywide Planning Policies and created a dashboard for [King County Housing Needs](#).

On the second tab of the King County Housing Needs [dashboard](#), specific allocations for the City of Kenmore are available. This graphic is also pasted below. Note that in the 0-30% AMI band, the pink color is Permanent Supportive Housing.

The graphic below shows that Kenmore's Jurisdictional allocation is just over 1,600 units at the 0-30% AMI level by 2044, 559 of which shall be Permanent Supportive Housing.



Data Notes: See Appendix 1 for Local Factors used.

Produced by King County Department of Community and Human Services, Performance Measurement and Evaluation, March 3, 2023

Source: [King County Housing Needs Dashboard](#), Jurisdictional Housing Needs Allocations tab.

The City's Comprehensive Plan must be consistent with the Countywide Planning Policies. Kenmore's [Housing Element](#) of the Comprehensive Plan was updated in 2022, prior to these jurisdictional housing allocations. Further amendments to the Housing Element for consistency will be considered in 2024.

King County will monitor compliance with each jurisdiction's actions to plan for and accommodate its share of the countywide housing need, as outlined in sections H-27 to H-29 of the ordinance. Monitoring will be reviewed every five years, and *"Jurisdictions with significant shortfalls shall identify and implement actions to address the shortfalls, such as amending the Comprehensive Plan, land use regulations, or other legislative or administrative actions. Implementation of this policy shall be coordinated with the requirement in RCW 36.70A.130(9)(c) to produce and take actions pursuant to a five-year implementation progress report."* (section H-29, page 14).

BUILDING DESIGN AND CONSTRUCTION

27. If the City approves the requested design deviations will this set a precedent for future downtown projects?

Kenmore Municipal Code (KMC) section 18.52 provides guidance on design standards while including flexibility for alternative designs. Design deviations proposed under the Development Agreement ("DA") are considered by the City Council. Since all DAs are different (e.g., different code deviations), this project isn't setting a precedent for downtown design standards or future construction. In this way, DAs are similar to a variance process.

28. Will Plymouth Housing submit a design narrative and detailed plans that describe how the proposed design is superior to code required design?

Design deviations proposed under the DA are not required to demonstrate a superior design aesthetic. Instead, the deviation must be offset by a benefit of equal or greater value relative to the departure requested.

29. What does the utility easement agreement for the property say about tree planting along the north property line? Will a green screen be proposed in lieu of trees?

Landscaping is reviewed under the permit. Typically, Northshore Utility District (NUD) easements prohibit any structures, large trees, etc. in the easement. In this instance, the easement agreement only prevents “building or structures” from being placed within the easement. The project will be reviewed by the planner as part of the permitting process to ensure compliance with landscape standards. Note that the landscape chapter does provide alternative landscape options.

30. I have heard that there may be a mural and/or public art. Will there be a public process for public art?

The mural is a potential solution to meet the blank wall design standards. In lieu of a painted mural, some developments use wall-mounted art (affixed to the exterior of a building), vertical gardens (succulent exterior wall panels), light panels, etc. The design standards do not require a public process.

31. Does the City consider the 67th Ave NE intersection to be a future pedestrian bridge location?

The northwest quadrant circulation plan (KMC 18.52.110) shows a pedestrian bridge across SR 522, although the location is to be determined. This plan is a guiding principle; it doesn’t require any project to include a pedestrian bridge. The City has no current plans for the pedestrian bridge.

Plymouth Affordable Housing Project

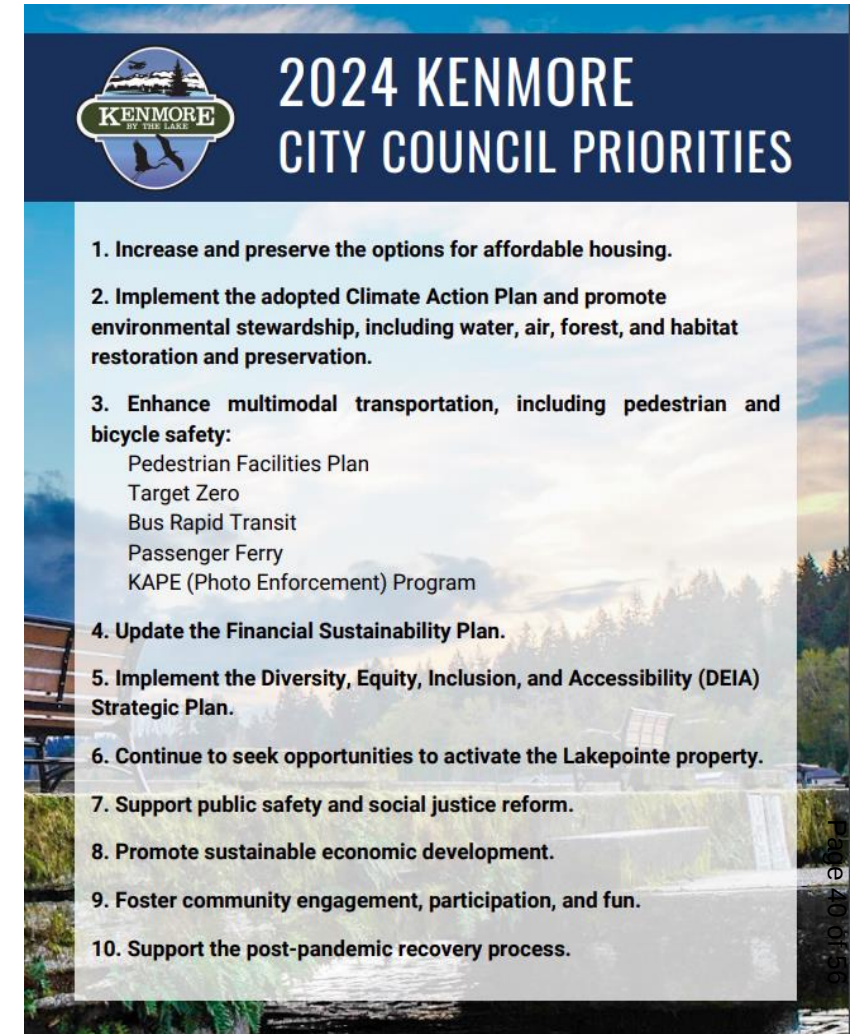
Kenmore City Council
Special Meeting
January 18, 2024



The City Council's #1 Priority for 2024 is Affordable Housing

Recognizing the affordable housing crisis:

- Affordable housing is top priority for 2024 and was the City Council's number two priority in 2023
- It was the City Council's number one priority in 2021-2022
- The proposed development is part of the DEIA Five-Year roadmap (Section 7.3.3)



City Council's Direction on Affordable Housing

Council directed staff to:

1. Create affordable housing policies
2. Build affordable housing units



Why Are We Here?

Procedurally, the Kenmore Municipal Code (KMC) says the decision on the development agreement must come in the form of an ordinance adopted by Council to:

- A. Approve the Development Agreement;
- B. Modify the Development Agreement; or
- C. Disapprove the Development Agreement.



Public Communications and Engagement to Date

Council Meetings

- October 25, 2021 | Affordable Housing Update
- November 15, 2021 | Affordable Housing Update
- March 28, 2022 | ARPA Community Engagement Results
- April 25, 2022 | Affordable Housing Development Proposal Update Staff Report
- May 23, 2022 | Introduce Plymouth
- May 31, 2022 | Plymouth Study Session
- June 21, 2022 | Plymouth partnership motions (council action)
- July 25, 2022 | Ordinance No. 23-0557 Amendment to City Code to allow for Disposition of Surplus Real Property at No Cost for Affordable Housing Purposes, adoption
- October 24, 2022 | Update on Affordable Housing Development Efforts Staff Report
- 01 January 23, 2023 | Funding ordinances and proposed budget for HHS work (housing mentioned)
- 01 February 13, 2023 | Funding ordinances and proposed budget for HHS work (housing mentioned)
- 02 March 13, 2023 | Kenmore Affordable Housing Update Staff Report, both properties
- 03 June 26, 2023 | Plymouth Boundary Line Adjustment
- 04 July 10, 2023 | Affordable Housing Update
- 05 September 11, 2023 | Housing and Human Services Staff Report
- 06 October 23, 2023 | Plymouth Threshold determination
- 07 November 27, 2023 | Plymouth Development Agreement Public Hearing #1; Holt property decision/motions
- 08 December 11, 2023 | Plymouth Development Agreement Public Hearing #2; Plymouth convenience agreement (property transfer)
- 19 January 9, 2024 | Direction regarding Plymouth and Community Engagement
- 20 January 18, 2024 | Special Meeting tonight



Council Agendas and YouTube links available on the City's Webpage:
www.kenmorewa.gov/affordablehousing

Public Communications and Engagement to Date

Press Releases:

March 1, 2022: Shell Property RFP Announcement: <https://lnks.gd/2/hxwZ8n>
 June 23, 2022: Plymouth Selection Announcement: <https://lnks.gd/2/q336nt>
 July 21, 2022: State of the City of Kenmore Address: <https://lnks.gd/2/r-HJJq>

Quarterly Newsletters:

Spring 2022 – ARPA updates – page 5: <https://www.calameo.com/kenmorewa/read/006277369fc128f141fca>
 Summer 2022 – Full page on Plymouth - page 8: <https://www.calameo.com/kenmorewa/read/00627736972c329de8dd1>
 Summer 2023 – brief mention on page 7: <https://www.calameo.com/kenmorewa/read/006277369fa3497ce1f62>

Top 4/E-news:

December 30, 2022 Top Four(teen): <https://lnks.gd/2/z9trwr>
 June 10, 2022 – Top 4 about ARPA award: <https://lnks.gd/2/pW5bb7>
 June 24, 2022 Top 4: <https://lnks.gd/2/q5LzJq>
 December 1, 2023 Top 4: <https://lnks.gd/2/2h3pT3p>

Plymouth Community Engagement Meetings

September 21, 2023: <https://www.youtube.com/watch?v=j11XSDumT9o>
 December 10, 2023

Social Media Posts:

March 1, 2022 – posted RFP press release
 June 23, 2022 – posted Plymouth press release
 December 8, 2023 – promoting December 10 community engagement meeting

Mailings: September 2023 – Plymouth Community Meeting mailer to households / businesses near the development (from Plymouth)
 Nov 2023 – Development Services public hearing notice mailed
 Dec 2023 – Development Services public hearing notice mailed

Regional News: [Shoreline Area News](#), [Bothell-Kenmore Reporter](#), [KIRO7](#), [The Urbanist](#)



We want to reach
our community.

We are listening.



What we have heard from the community

the character of downtown *state mandates*
people exiting homelessness
support for residents
MAINTAINING CHARACTER. Seattle's problems
screening process
low barrier
economic impact
30% AMI
6 story building *security* staffing model
CRIME *parking* 100 UNITS City funding
view from library
drug use
lease process *building design* SAFETY
where residents come from
resident eligibility Kenmore's future
Permanent Supportive Housing
AFFORDABLE HOUSING *project location*

Questions are answered in this document:

FAQs



Potential Modifications Based on Community Feedback

- Restrict residency to seniors (55+)
- Align ground floor commercial space with Council's economic priorities
- Require a Community Engagement Board
- Require a Good Neighbor Agreement

Note: Some modifications are not allowed by funders, including a change in location and/or a change in density



Senior (55+) Residency Restrictions – Implications

- Expanded set of referral partners from across King County to ensure lease up timeframes met
 - Fewer referrals likely from Northshore area
- Higher need for medical services
- Increased health-related emergency calls
- Restrictions must be incorporated into City's capital funding agreements



Ground Floor Commercial Space – Implications

Future commercial tenants

Current language in proposed Development Agreement (Section 6.F.)

Commercial Space. *The ground floor of the building shall include commercial space consistent with the uses permitted in the Downtown Commercial Zone (hereinafter, the “Commercial Space”); provided, however, the Commercial Space shall not include a use that is incompatible with the Project, including, but not limited to, firearms sales/service, adult entertainment, and automotive, small engine, or marine sales or service, which uses are hereby determined to be incompatible with the Project.*



Good Neighbor Agreement and Community Engagement Board—Implications

- This work will take staff resources
- Other partner involvement and resources



Kenmore Supportive Housing Timeline

2021	2022		2023		2024		2025
Q4	Q1 & Q2	Q3	Q2 & Q3	Q3 & Q4	Q1	Q2 to Q4	Q1 to Q4
Council Approves Using Shell Property for Affordable Housing and Dedicated Funding	ARCH Trust Fund Commitment Affordable Housing RFP Released Plymouth Housing Selected City Council Votes to Move Project Forward	Funding Applications Submitted	Final Funding Decisions Announced and Project Fully Funded: • State Housing Trust Fund • National Housing Trust Fund • State Direct Appropriation • Washington State Housing Finance Commission • A Regional Coalition for Housing • Federal Home Loan Bank • Plymouth Housing Contribution • Connecting Housing to Infrastructure Program	Permit Submission SEPA/NEPA Review Community Outreach Development Agreement Public Hearings	Special Meeting on January 18 Proposed Public Engagement Proposed Decision on February 12	If Yes Decision on February 12: Permit Issuance Secure Financing by May Good Neighbor Agreement in Place Community Engagement Board Seated Groundbreaking/ Construction Start	Community Engagement Board Meets Regularly Construction Complete in late 2025 Residents Move in by End of 2025



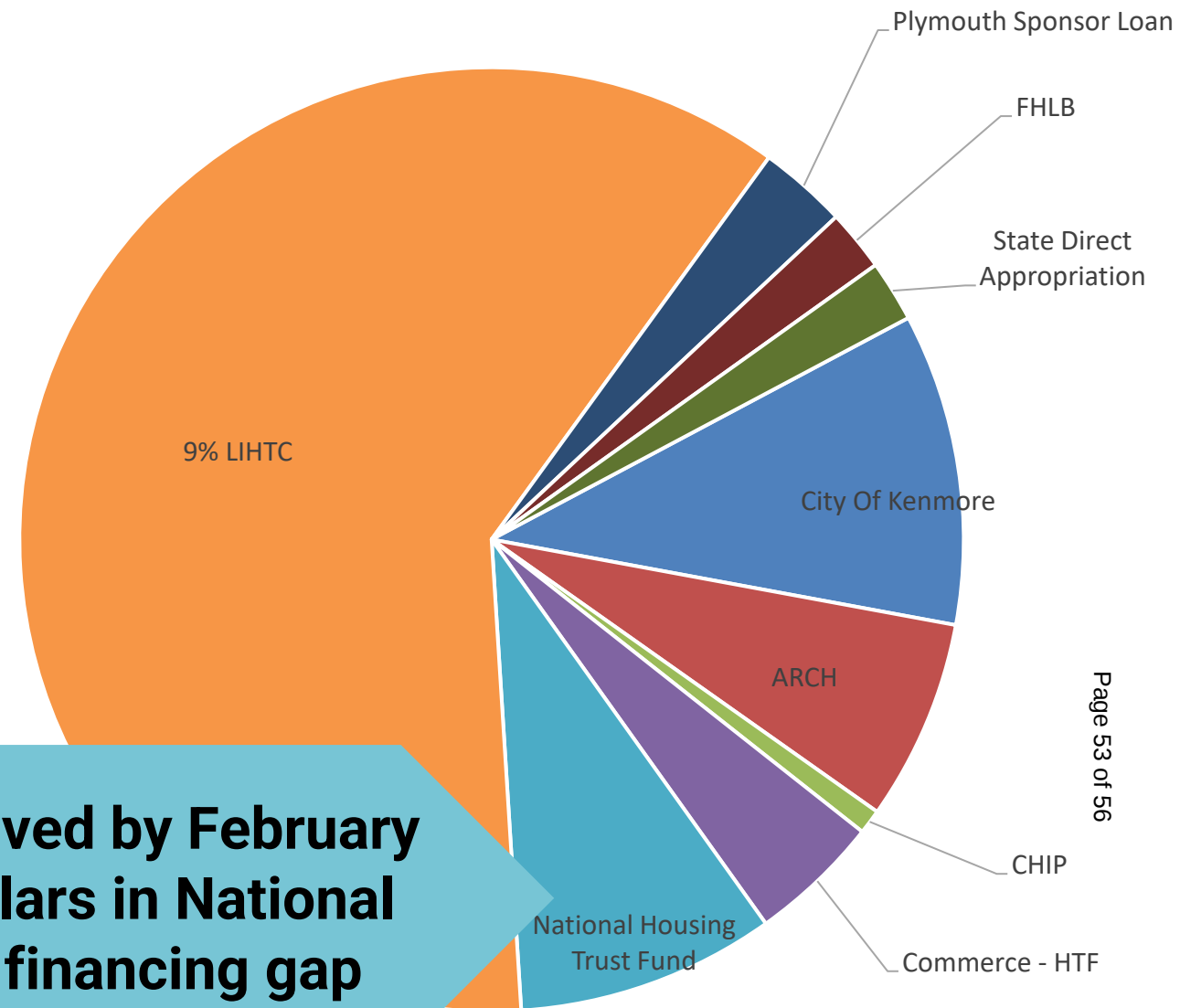
The project is fully funded.

Why does Council need to make a decision by February 12?



Funding

Financing Source (Pre-closing sources as of December 2023)	% of Total Funding
Washington State Housing Finance Commission (LIHTC Equity)	61%
City of Kenmore (Land & Funding)	11%
National Housing Trust Fund (NHTF)	9%
A Regional Coalition for Housing (ARCH)	7%
Washington State Department of Commerce (Housing Trust Fund)	5%
Plymouth Housing Contribution	3%



If a Development Agreement is not approved by February 12, the project may lose \$4.2 million dollars in National Housing Trust Funds, creating a major financing gap

Proposed Community Engagement Plan

Date	Time	Meeting Type	Activity
Monday, 1/22	7:00pm	Council Meeting	Public Comment
Thursday, 1/25	5:30pm to 7:30pm	Town Hall	Information Sharing, Workshopping Ideas, Q & A
Monday, 1/29	7:00pm to 9:00 pm	Town Hall	Information Sharing, Workshopping Ideas, Q & A
Monday, 2/5	6:00pm	Council Special Meeting Study Session	Public Comment Updated Project Information
Wednesday, 2/7	7:00pm	Public Hearing	Public Hearing
Monday, 2/12	7:00pm	Council Meeting	Public Comment Council Business Agenda: Development Agreement, Land Transfer, \$3.2 M transfer to ARCH from ARPA funds

Potential Motions

Option One: No Modifications

Direct staff to implement the meeting schedule and public outreach steps as presented and bring an ordinance for consideration which would approve the proposed Plymouth development agreement for consideration and potential adoption at the 2/12 regular meeting;

or

Option Two: Modify Development Agreement

Direct staff to implement the meeting schedule and public outreach steps as presented and bring an ordinance modifying the proposed Plymouth development agreement, to include proposed modifications as presented, for consideration and potential adoption at the 2/12 regular meeting;

or

Option Three: Deny Development Agreement

Direct staff to bring an ordinance denying the Plymouth development agreement for potential adoption at the 1/22 regular meeting and place that ordinance on the 1/22 consent agenda.

Council Discussion

