PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

August 4, 2014
Monday

Workshop
6:30 p.m.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL OF COUNCIL MEMBERS**
3. **ADDITIONS TO/APPROVAL OF AGENDA**
4. **DISCUSSION ITEMS**

(3) **A.** **AB 14-138: Ordinance No. 2014-1869:** Acceptance of donation for the Pacific Youth Center from Comcast. (Darcie Thach) (5 min.)

(7) **B.** **AB 14-139: Resolution No. 2014-193:** Approval of Interlocal agreement with King County regarding Community Development Block Grant Funds. (Darcie Thach) (5 min.)

(23) **C.** **AB 14-140: Resolution No. 2014-194:** Approval of an Interlocal Agreement with King County regarding the Regional Affordable Housing Program. (Darcie Thach) (5 min.)

(47) **D.** **AB 14-141: Ordinance No. 2014-1867:** Amending Pacific Municipal Code Chapter 16.06 and sections 2.36.010 and 16.06.010 regarding Planning Commission authority. (Ken Barnett) (10 min.)

(53) **E.** **AB 14-142: Ordinance No. 2014-1868:** Amending Pacific Municipal Code Chapter 20.82 regarding code enforcement. (Ken Barnett) (10 min.)

(67) **F.** **AB 14-143: Resolution No. 2014-195:** TIB Grant Application Approval (Ken Barnett) (5 min.)

5. **ADJOURN**

AGENDA ITEM NO. 4A

Agenda Bill No. 14-138

TO:	Mayor Guier and City Council Members
FROM:	Darcie Thach, Assistant Director Community Services
MEETING DATE:	August 4, 2014
SUBJECT:	Accepting $500.00 donation from Comcast
ATTACHMENTS:	**Ordinance No. 2014-1869**

Previous Council Review Date: none

Summary: Comcast made a donation of $500.00 to the Youth Center. Council approval is needed to accept the donation.

Recommendation/Action: Accept donation of $500.00 from Comcast

Motion for Consideration: I move to adopt Ordinance No. 2014-1869 accepting the donation of $500.00 from Comcast for the Youth Center.

Budget Impact: None. .

Alternatives: None

CITY OF PACIFIC
WASHINGTON

ORDINANCE NO. 2014-1869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING ACCEPTANCE OF A $500.00 DONATION FROM COMCAST TO BE USED FOR THE PACIFIC YOUTH PROGRAM.

WHEREAS, Comcast has offered to donate $500.00 for the purpose of supporting the Pacific Youth Program; and

WHEREAS, RCW 35.21.100 authorizes the City Council to accept donations by ordinance and to execute any lawful terms or conditions associated therewith; and

WHEREAS, the City Council desires to accept the donation from Comcast;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Acceptance of Donation: The City Council hereby accepts the donation from Comcast in the amount of $500.00 to be used by the City of Pacific Youth Program.

Section 2. This Ordinance shall take effect five (5) days after publication of a summary consisting of the title.

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON AUGUST , 2014.

CITY OF PACIFIC

_____
Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

_____
Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

_____
Carol Morris, City Attorney

AGENDA ITEM NO. 4B

Agenda Bill No. 14-039

TO:	Mayor Guier and City Council Members
FROM:	Darcie Thach, Assistant Director Community Services
MEETING DATE:	August 4, 2014
SUBJECT:	Interlocal Agreement with King County Consortium
ATTACHMENTS:	**Community Development Block Grant Program Application**

Previous Council Review Date: none

Summary: In order for the City of Pacific to be eligible to receive Community Development Block Grant (CDBG), King County HOME Investment Partnerships Program (HOME) and Emergency Grant Solutions (EGS) funds, the city must enter into an Interlocal agreement with the King County Consortium. The city must agree to cooperate, undertake, or assist in undertaking, activities which further the development of viable urban communities, including community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG, and HOME Program funds from federal fiscal years 2015, 2016, and 2017 appropriations. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for person with very low to moderate incomes.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-193

Motion for Consideration: Move to approve Resoution No. 2014-193, a resolution authorizing the execution of an Interlocal Cooperation Agreement with the King County Consortium.

Budget Impact: There is no immediate budget impact associated with the passage of this measure. By not authorizing this Interlocal Agreement, the City cannot receive grant funds from the Consortium that administers the grants.

Alternatives: Deny the measure and our low to moderate income citizens may not get the money they need to be able to keep them living in their own homes.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014-193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING APPLICATION FOR THE INTERLOCAL COOPERATIVE AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, The City of Pacific has low to moderate income citizens that are in need to money for the repairs of their homes, or to get low income housing.

WHEREAS, The City of Pacific will benefit from the grant program, to improve our community, and the lives of our citizens.

WHEREAS, the Mayor, on behalf of the City of Pacific, has indicated the City's willingness to accept the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Interlocal Cooperation Agreement with King County for participation in the King County Consortium.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON AUGUST , 2014.

CITY OF PACIFIC

_____

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

_____

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

_____

Carol Morris, City Attorney

INTERLOCAL COOPERATION AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT is entered into by and between King County (hereinafter the "County") and the City of Pacific, (hereinafter the "City") said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the "Act"), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as "CDBG", for expenditure during the **2015, 2016 and 2017** funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development ("HUD"), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the King County Consortium Consolidated Housing and Community Development Plan ("Consolidated Plan") by participating jurisdictions; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, for purposes of the Emergency Solutions Grant Program, hereinafter referred to as "ESG", and to cooperate in undertaking ESG activities; and

WHEREAS, King County shall undertake CDBG, ESG and HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG, ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, ("Consortium"), for planning the distribution and administration of CDBG, ESG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years **2015, 2016 and 2017** appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes.

II. DEFINITIONS

A. "JRC" means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.

B. "CDBG Consortium Partners" means jurisdictions that are official HUD-recognized participants in the CDBG Consortium through a signed Interlocal Agreement.

C. "Consolidated Plan" is the King County Consortium Consolidated Housing and Community Development Plan, a HUD-required plan that identifies needs and contains a strategic plan to guide the investment of HUD CDBG, HOME and ESG funds for a multi-year period not to exceed five years.

III. GENERAL DISTRIBUTION OF FUNDS

The distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the provisions below.

Planning and Administration

A. The Administrative and Planning Set-asides for the CDBG and the HOME Programs, to be reserved by the County to meet the County's responsibility to meet all HUD requirements for planning and administration, shall be the maximum allowable by HUD [currently twenty (20) percent of the CDBG funds available from the annual entitlement and twenty (20) percent of program income, and ten (10) percent of the HOME Program funds available from the annual entitlement and ten (10) percent of program income]. If the current percentages for CDBG and/or HOME administration and planning are changed at the federal level, the Consortium may allow the percentage retained by the County to change, following review and recommendation by the Joint Recommendations Committee ("JRC"), as provided in Section V, and approval by the Metropolitan King County Council, as provided in Section VI.

Public/Human Services

B. The Human Services Set-aside of CDBG shall be the maximum allowable by HUD for human services [currently fifteen (15) percent of the funds available from the CDBG annual entitlement and fifteen (15) percent of program income]. The Human Services Set-aside, including Housing Stability homeless prevention activities and other homeless activities, shall be determined by the CDBG Consortium Partners and approved by the JRC in the Consortium's most current Consolidated Housing and Community Development Plan.

Housing Repair

C. The Housing Repair Program Set-aside shall be twenty (20) percent of the funds available from the CDBG entitlement and twenty (20) percent of program income (this percentage is discretionary and not required or limited by HUD). The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or need for housing repair that justifies an increase or decrease.

Remaining Capital Funding

D. The remaining entitlement and program income funds, as well as any recaptured or prior year funds, shall be divided into two separate funds for the two sub-regions of the county: 1) north/east sub-region; and 2) south sub-region. The percentage split between the two funds shall be equal to the percentage of low to moderate-income population represented by each sub-region. Each sub-region may propose funding priorities and allocate portions of the sub-region's funds to such priorities for separate competitive processes. Such competitive processes must be for eligible activities that are consistent with the King County Consortium Consolidated Housing and Community Development Plan. A sub-region may also

elect to allocate additional funds to the Consortium's Housing Repair Program for the benefit of residents of the sub-region.

1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.

2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.

3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region's share of the Consortium's low to moderate-income population.

CDBG Guidelines to Address Programmatic Details:

E. The CDBG Consortium Partners may propose King County Consortium CDBG, ESG and HOME Guidelines, for approval by the JRC, to guide the Consortium regarding details of program implementation, including, but not limited to, funding guidelines, frequency of application processes, Consortium procedures and goals for geographic equity in the distribution of funds over time.

IV. USE OF FUNDS: GENERAL PROVISIONS

A. Funds shall be used to support the goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.

B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, ESG regulations at 24 CFR Part 576, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

V. JOINT RECOMMENDATIONS COMMITTEE

An inter-jurisdictional Joint Recommendations Committee ("JRC") was established through the 2009 – 2011 CDBG/HOME Consortium Interlocal Cooperation Agreement and through King County Code Chapter 24.13, and is hereby adopted as part of this Agreement.

A. Composition—The JRC for the CDBG/ESG/HOME Consortium shall be composed of three county representatives and eight cities representatives.

1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.

2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.

3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint Agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this Agreement.

4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members of the entire body of eleven members of the JRC for the CDBG/HOME Consortium shall constitute a quorum for voting matters in which all members of the JRC are eligible to vote. For voting items of the Regular CDBG Consortium, in which only seven members may vote (those identified in sub-sections 1 and 2 of this section), four members shall constitute a quorum, made up of two King County representatives and two city representatives.

B. Appointments—The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Sound Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Sound Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this Agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

C. Powers and Duties—The JRC shall be empowered to:

1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG, ESG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.

2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds, ESG funds and HOME Program funds, including the Administrative Set-aside.

3. Monitor and ensure that all geographic areas and actively participating jurisdictions benefit from CDBG, ESG and HOME Program funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives and strategies of the Consolidated Plan: 1) there is equity in distribution of funds pursuant to proportion of

the region's low to moderate-income population; and, 2) equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC to the extent feasible.

D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG, ESG and HOME Program funds, the JRC shall consider the advice of sub-regional inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

VI. RESPONSIBILITIES AND POWERS OF KING COUNTY

A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG, ESG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG, ESG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.

C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG, ESG and HOME Program Administrative Set-asides and appropriation of all CDBG, ESG and HOME Program funds.

D. The King County Executive, as administrator of the CDBG, ESG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.

E. The King County Executive shall have authority and responsibility for all fund control and disbursements.

F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.

G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG, ESG and HOME Program policy and program matters in a timely manner.

H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region to advise the JRC on the allocation of the sub-regional funds.

I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG, ESG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.

J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG, ESG and HOME Program proposals and in complying with CDBG, ESG and HOME Program contractual requirements.

K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.

L. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.

VII. RESPONSIBILITIES OF THE PARTICIPATING CITIES

A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.

B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG, ESG and HOME Program issues. The assigned CDBG, ESG and HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG, ESG and HOME Program contact person.

C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG, ESG and HOME Program contact person. It may be the CDBG, ESG and HOME Program contact person, a different staff member, an elected official, or a citizen.

D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.

E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.

F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.

G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.

1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.

2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

VIII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS

A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.

B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.

C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:

1. A policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.

D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to sub-recipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions not limited to: statement of work; records and reports; program income; uniform administrative items; other program

requirements; conditions for religious organizations; suspension and termination; and reversion of assets.

E. All participating units of local government understand that they may not apply for grants from appropriations under the federal Small Cities or State CDBG Programs during the period in which they participate in this Agreement.

F. All participating units of local government understand that they may not sell, trade or otherwise transfer all or any portion of the urban county consortium CDBG funds to another metropolitan city, urban county unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

G. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and also understand that they are part of the urban county for the ESG Program and may only receive a formula allocation for ESG through the urban county consortium.

H. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI.A. of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports. All participating units of local government acknowledge that the urban county consortium is prohibited from funding activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

I. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.

J. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

IX. GENERAL TERMS

A. This Agreement shall extend through the **2015, 2016 and 2017** program years, and shall remain in effect until the CDBG funds, ESG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this Agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development (HUD) in subsequent Urban County Qualification Notices. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, King County will notify each participating city in writing of its right not to participate, and a copy of King County's written notification will be sent to HUD by the date specified in the urban county qualification schedule. Each party to this Agreement must adopt amendments necessary to meet the requirements for cooperation agreements as set forth in the Urban County Qualification Notice applicable for a subsequent three-year county qualification period, and to submit such amendment to HUD, as provided in the notice. Failure to comply with the notice will void the automatic renewal for such qualification period.

B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.

C. It is understood that by signing this Agreement, the City shall agree to comply with the policies, goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.

D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and other applicable laws.

E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement.

G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

for King County Executive

Adrienne Quinn
Printed Name

Director, Department of Community and Human Services
Title

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

CITY OF _____

By: Signature

Printed Name

Title

Date

Approved as to Form:
CITY OF _____
CITY ATTORNEY

City Attorney

ATTEST:
CITY OF _____

City Clerk

AGENDA ITEM NO. 4C

Agenda Bill No. 14-140

TO:	Mayor Guier and City Council Members
FROM:	**Darcie Thach, Assistant Director Community Services**
MEETING DATE:	**August 4, 2014**
SUBJECT:	**Regional Affordable Housing Program (RAHP) Interlocal Cooperation Agreement.**
ATTACHMENTS:	**RAHP Interlocal Cooperation Agreement** **Resolution No. 2014-194**

Previous Council Review Date: none

Summary: In order for the City of Pacific to be eligible to receive Regional Affordable Housing Program (RAHP) funds, the city must enter into an Interlocal agreement with the King County who administers the funds from the program. The agreement governs the administration of funds for housing affordable to households at or below 50 percent of AMI. This agreement will cover a three-year period from 2015-2017 and has an automatic renewal clause that allows it to renew for subsequent three-year periods.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-194

Motion for Consideration: I move to approve Resolution No. 2014-194, a resolution authorizing the execution on an Interlocal Cooperation Agreement with King County for a three-year period from 2015-2017, for funds for affordable housing.

Budget Impact: There is no immediate budget impact associated with the passage of this measure. By not authorizing this Interlocal Agreement, the City cannot receive grant funds from the Consortium that administers the grants.

Alternatives: Deny the measure and our low to moderate income citizens may not get the money they need to be able to keep them living in their own homes.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014-194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING APPLICATION FOR THE INTERLOCAL COOPERATIVE AGREEMENT REGARDING THE REGIONAL AFFORDABLE HOUSING PROGRAM.

WHEREAS, The City of Pacific has low to moderate income citizens that are in need to money for the repairs of their homes, or to get low income housing; and

WHEREAS, The City of Pacific will benefit from the grant program, to improve our community, and the lives of our citizens; and

WHEREAS, the Mayor, on behalf of the City of Pacific, has indicated the City's willingness to accept the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Interlocal Cooperative Agreement with King County regarding the Regional Affordable Housing Program.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON AUGUST , 2014.

CITY OF PACIFIC

_____
Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

_____
Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

_____
Carol Morris, City Attorney

REGIONAL AFFORDABLE HOUSING PROGRAM INTERLOCAL COOPERATION AGREEMENT

An Agreement for the use of SHB 2060 Local Low Income Housing Funds in King County

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "county", and the City of _____, hereinafter referred to as the "city", said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the "CPPs", developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the "HFTF," to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS RCW 36.22.178 provides, in pertinent part, that:

> [A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer . . .
>
> * * *
>
> All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for eligible housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated pursuant to eligible housing projects or units within such housing projects that serve extremely low and very low income households in the county and cities within the county, according to an interlocal agreement between the county and the cities within the county,

consistent with countywide and local housing needs and policies [and in accordance with the eligible activities listed in the RCW 36.22.178].

And

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between the county and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the "CDBG Consortium Agreements," and/or existing Interlocal Cooperation Agreements between the county and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the "HOME Consortium Agreements," are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation.

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Joint Recommendations Committee" or "JRC" means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

"Interjurisdictional Advisory Committee" or "Advisory Committee" means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

"RAHP/2060 Planning Group" means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

II. General Agreement

The purpose of this Agreement is to establish the Regional Affordable Housing Program ("RAHP"), to be administered by the county in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

III. Administration, Distribution and Use of the RAHP.

A. Joint Recommendations Committee

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities' representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.

2. Powers and Duties of the JRC. The JRC shall be empowered to:

   a. Review and adopt annual RAHP fund allocations.

   b. Review and adopt RAHP allocation policies.

   c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as needed (the most recent version of the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1 for illustrative purposes). A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue. In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the RAHP that choose to send representation. The Advisory Committee will meet at least once per year with county staff to recommend projects for RAHP funding to the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.

B. Administration of RAHP Programs. The King County Housing and Community Development Program (HCD) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.

County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (O&M) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

C. Administrative Costs. The county agrees to pay the costs of administering the RAHP out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.

D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.

E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout the county in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall by updated by the JRC when new data is available.

F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.

G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

IV. Effective Date

This Agreement shall be effective on January 1, 2015.

V. Agreement Duration

A. This Agreement shall extend for a three-year period, through the **2015, 2016 and 2017** calendar years, and shall remain in effect until the RAHP funds allocated in this three-year period, including any recaptured funds received with respect to activities funded during this three-year period, are expended, and the funded activities completed.

B. Renewal. In the final year of the three-year Agreement period, the county will initiate a review of the Agreement no later than March 1st, through an invitation to all eligible cities in the county, to determine whether a majority of cities favor automatic renewal without amendment for a successive three-year period, or whether there are potential amendments. This Agreement shall be automatically renewed for participation in a successive three-year Agreement period, unless the city official empowered to sign the Agreement provides written notice to the county that it elects not to participate in a new three-year Agreement period, or that it wishes to amend the Agreement, by the date set forth by the County in a letter to the city following the review process.

VI. General Matters and Recording

A. No separate legal or administrative entity is created by this Agreement. It is not anticipated that the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group will acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.

B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in the county representing seventy-five percent (75%) of the population of the county have not signed this Agreement by February 1, 2015, and by February 1st of the first year of successive three-year periods.

C. The parties to this agreement agree to convene the King County RAHP Consortium as rapidly as possible after a proclamation of a state of emergency by the King County Executive or when the King County Emergency Coordination Center activates Emergency Services Function 6 (ESF-6), which provides for mass care, emergency assistance, housing and human services. The RAHP Consortium will be convened through a meeting of the Joint Recommendations Committee (JRC) and any representatives of Consortium Cities that desire to attend. The meeting will be convened after the county has been able to gather adequate information regarding housing displacement and potential interim housing needs as a result of the emergency. The purpose of the JRC meeting will be to review the Post-Disaster Interim Housing Annex to the King County Comprehensive Emergency Management Plan, and other available information regarding the emergency, and to begin the process to acquire all federal, state, private or other disaster funding assistance for housing and related needs available to the Consortium. The JRC will also begin the process to determine if the Consortium can commit any RAHP Consortium funds or other Consortium funds (CDBG, Disaster CDBG, HOME or other federal funds that may be available to the King County Consortium through the U.S. Department of Housing and Urban Development) for disaster interim housing efforts.

D. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

_____
For King County Executive

Adrienne Quinn, Director
Printed Name

Department of Community and Human Services

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

_____
Michael Sinsky, King County Senior Deputy
Prosecuting Attorney

CITY OF _____

_____
By: Signature

Printed Name

Title

Date

Approved as to Form:
CITY OF _____
CITY ATTORNEY

_____
City Attorney

ATTEST:
CITY OF _____

_____
City Clerk

EXHIBIT 1

King County Regional Affordable Housing Program

Administrative Guidelines

I. Introduction

The provisions of Substitute House Bill (SHB) 2060 became effective in Washington State on June 13, 2002.

SHB 2060 created a document recording fee on certain documents to be utilized for low income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to a cooperative agreement between the county and the cities and towns within King County.

The work of the Housing Finance Task Force (HFTF), appointed by the King County Growth Management Planning Council in 1994, led to the passage of SHB 2060. In recognition of the recommendations made by the HFTF, a Regional Affordable Housing Program (RAHP)/2060 Planning Group convenes to plan for the use of King County SHB 2060 funds. The King County RAHP/2060 Planning Group[1] is made up of city representatives, county representatives, and representatives from a variety of private housing and services organizations in King County.

---

[1] City representatives have included staff from the cities of: Burien, Tukwila, Kent, Federal Way, Redmond, Kirkland, Issaquah, Shoreline, Covington, Seatac, Auburn, Seattle, Bellevue and ARCH

Housing and services organization representatives included staff from the following: Seattle-King County Housing Development Consortium, Impact Capital, South King County Multi-Service Center, Hopelink, Fremont Public Association, Seattle Habitat for Humanity, South King County Habitat for Humanity, Friends of Youth, the Salvation Army, Community Psychiatric Clinic, Lifelong Aids Alliance, St. Andrews Housing Group, Housing Resource Group, EDVP, YWCA, Mental Health Housing Foundation, Rental Housing Association, Highline-West Mental Health, Valley Cities Counseling, Seattle Emergency Housing Service, Common Ground, and Vietnam Veterans. Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle Mental Health, and the Committee to End Homelessness

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

II. Duration of the Guidelines

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until updated through the interjurisdictional Joint Recommendations Committee (JRC).

III. Review and Update of the Guidelines

Beginning in 2010, the Guidelines may be updated through the JRC pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter "RAHP Agreement", as needed. The RAHP/2060 Planning Group will be convened to recommend any proposed changes to the Guidelines for presentation to the JRC for adoption.

IV. Decision-Making Structure and Regional Allocation Method

A. Approving Body – Joint Recommendations Committee.

The JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

1. Appeal Process for JRC Decisions

a. Cities – Adoption of Guidelines

Pursuant to the RAHP Interlocal Agreement, a participating jurisdiction may appeal a JRC decision concerning the update of RAHP Guidelines. The jurisdiction must inform the Chair of the JRC, and the JRC chair will schedule time on the JRC agenda to discuss the appeal issue.

b. Applicants – Annual Fund Allocations

Applicants for RAHP funds may appeal a JRC allocation decision if they have grounds based on substantial violation of a fair allocation process, such as bias, discrimination, conflict of interest, or failure to follow the RAHP Guidelines. Appeals by applicants will receive initial review for adequate grounds by the Director of the King County DCHS. If adequate grounds for an appeal are found, the DCHS director will put the appeal on the JRC agenda for review.

B. Annual Fund Allocation Recommendations

An interjurisdictional advisory committee to the JRC, made up representatives from participating jurisdictions in the RAHP Consortium, will work with the King County Housing Finance Program (HFP) staff of King County HCD to make RAHP allocation recommendations and related program policy recommendations to the JRC. While the advisory committee may make recommendations concerning several fund sources for affordable housing in the King County Consortium, the City of Seattle staff will participate on the committee solely for the purpose of making RAHP recommendations.

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.

- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by the end of each Interlocal Cooperation Agreement period.

1. Subregional Areas:

a. City of Seattle Subregion

b. North/East Subregion – north and east urban and rural areas, including 34 percent of unincorporated King County[2]

c. South Subregion – south urban and rural areas, including 66 percent of unincorporated King County

2. Formula for Subregional Allocation Targets

Each subregion will have a targeted percentage of the RAHP funds, including the interest on the RAHP funds, allocated to projects within the subregion over the period of time that the RAHP Guidelines are in effect. Each subregion will receive allocations to

[2] Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

projects within the subregion that are equal to or greater than 95 percent, of the subregions' allocation target by the end of each Interlocal Cooperation Agreement period. The formula for allocating RAHP funds to the subregions is as follows:

- One half of the RAHP funds shall be targeted for allocation among the three subregions based on each subregion's relative share of total existing need for affordable housing. Existing need shall be determined by the percentage of low-income households paying more than 30 percent of their income for housing in the subregion, according to the 2000 U.S. Census data.
- One half of the RAHP funds shall be targeted for allocation amongst the three subregions based on the subregions' growth targets for future need, as established through the Growth Management Planning Council. Future need shall be determined by the subregions' relative share of total future need for affordable housing in the County. A subregion's relative share of future need is the percentage of the subregion's affordable housing target for low-income households relative to the cumulative affordable housing target for low-income households of all jurisdictions in the county, including unincorporated King County[3]. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

[3] The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002-2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by the end of each Interlocal Cooperation Agreement period.

V. Use of the RAHP Funds in King County

A. RAHP Priorities

1. Top Priority:

- Capital funds for the acquisition, rehabilitation and/or new construction of units of eligible housing types. New construction is not eligible if the low-income housing vacancy rate for all of King County exceeds 10 percent[4].

2. Second Priority:

- Operations & Maintenance ("O&M") fund program for existing homeless housing[5]. This program provides O&M funding for existing[6] transitional

[4] The low income housing vacancy rate for each county will be established by the state, pursuant to the SHB 2060 legislation.

housing and transition in place[7] units. The housing units must be eligible for the Washington State Housing Trust Fund, and must show that they require RAHP O&M funds in order to cover ongoing building operating expenses.

3. Third Priority:

- O& M funds for existing emergency shelters and licensed overnight youth shelters.

4. Last priority:

- Rental assistance vouchers to be administered by a local housing authority in conformity with the Section 8 program.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter[8]
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units

[5] The O&M fund for the guidelines, beginning in 2007, is set at approximately 22 percent of $3,222,000 (the average of the RAHP collections in 2004 and 2005), which is $700,000 per year for the four year period of the guidelines.
[6] Existing housing is defined as housing that exists as of the date of an application for RAHP funds.
[7] Transition in place units are permanent rental units where supportive services are provided for a period of time, as needed by a household. Households do not need to move when the supportive services are phased out.

- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households[9], including youth.
- Households at risk of homelessness.[10]
- Disabled households or households with a disabled member.
- Families.
- Special needs populations, including seniors.

3. Eligible Applicants

- Nonprofit organizations
- Housing Authorities
- Local governments
- For-profit entities are only eligible for capital funds in the top priority. This is due to the language of the SHB 2060 legislation, which restricts building operations and maintenance funds to projects "eligible for the Washington State Housing Trust Fund." For-profit entities are not eligible for the Washington State Housing Trust Fund.

---

[8] RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.

[9] Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.

[10] Households at risk of homelessness include: households paying 50 percent or more of their income for rent, households that have a history of homelessness and are currently unstable, households living in overcrowded or substandard housing, households

4. Eligible use of RAHP Funds by Priority

a. Capital funds:

- Acquisition of land for eligible housing.
- New construction of eligible housing.
- Acquisition of building(s) for eligible housing.
- Rehabilitation of units of eligible housing or to create new units of eligible housing.
- Capitalization of a replacement reserve in connection with a capital investment for new or existing eligible housing units.
- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless[11], or at risk of homelessness[12]. Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service[13]. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

---

that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

[11] See Note 6.

[12] See Note 7.

[13] Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.
- Existing emergency shelters and licensed, overnight youth shelters are eligible for O&M for general operating expenses, including services.

c. Vouchers:

- Rental assistance vouchers must be administered by a local housing authority in conformity with the Section 8 program.

VI. RAHP Administration

The RAHP funds shall be administered as a regional fund by the King County HCD Program.

A. RAHP Capital Funds

RAHP capital funds, including capitalized O&M reserves for new projects and maintenance reserves, will be administered by HFP in conjunction with other fund sources administered by HFP.

The HFP will staff the interjurisdictional advisory committee and will work with the committee to develop RAHP funding allocation recommendations and related policy recommendations for JRC review and adoption.

---

by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

The HFP will distribute RAHP funds through contracts pursuant to the allocations adopted by the JRC, and will generate an annual RAHP report that provides information about the projects that received funding in the current year, as well as the status of projects awarded RAHP funds in prior year(s).

The terms of the King County Housing Opportunity Fund (HOF) will apply to RAHP contracts, with the exception of the following:

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.
- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. RAHP Operating and Maintenance Funds

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to

participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.

AGENDA ITEM NO. 4D

Agenda Bill No. 14-141

TO: Mayor Guier and City Council Members

FROM: Carol Morris, City Attorney

MEETING DATE: August 4, 2014

SUBJECT: **Planning Commission Authority (Ordinance 2014-1867)**

ATTACHMENTS: **Ordinance No. 2014-1867**

Previous Council Review Date: **none**

Summary:

A. Here is a short summary of the Planning Commission's authority under state law:

RCW 35A.63.020: The City has the option to create a planning commission to serve in an advisory capacity to the city council or the Mayor, or both.

35A.63.070: The planning commission shall hold a public hearing on comprehensive plan amendments.

35A.63.071: The planning commission, after making changes to the amendment that it believes necessary after the public hearing, sends its recommendation to the City Council.

35A.63.100: The planning commission holds at least one public hearing on any zoning ordinance amendment.

36.70A.035: Describes the process for public notice of comprehensive plan amendments and development regulation amendments in a city that plans under the Growth Management Act. This includes the public hearings described above.

36.70A.030(7): "Development regulations" are defined as" "the controls placed on development or land use activities by a county or city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances and binding site plan ordinances, together with any amendments thereto. ..."

B. Why does the City need to amend its code with this Ordinance relating to the planning commission?

The planning commission's authority in the City's code (Section 2.36.010 and Section 16.06.010) is too broad. It includes a number of chapters of the code that are not comprehensive plan amendments, zoning ordinance amendments or matters defined as "development regulations."

If the planning commission's authority is too broad, the planning commission will be holding public hearings and making recommendations on matters that by law, do not need to be sent to them for

recommendation. (For example, ordinances relating to the water and sewer code chapters.) This means that the planning commission's calendar could be full of matters that should be sent directly to the City Council. The City currently plans to consider a number of new development regulation ordinances, and the planning commission's time and expertise is needed for these new ordinances.

Recommendation/Action: For the City Council to consider and eventually adopt the attached ordinance relating to the planning commission's authority. This ordinance should be passed before any ordinance amending a subject included in the existing PMC Section 16.06.010 (such as the proposed code enforcement chapter).

Motion for Consideration: "I move to approve Ordinance 2014-1867"

. . . OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE AUTHORITY OF THE PLANNING COMMISSION, DEFINING THE TYPES OF ACTIONS FOR WHICH THE PLANNING COMMISSION WILL HOLD HEARINGS AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL AS THOSE RELATING TO LEGISLATIVE COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS, AND CLARIFYING THE APPLICATION OF CHAPTER 16.06 TO SPECIFIC TITLES OF THE MUNICIPAL CODE, AMENDING PACIFIC MUNICIPAL CODE SECTIONS 2.36.010 AND 16.06.010, AND ESTABLISHING AN EFFECTIVE DATE.

Budget Impact: If this ordinance is passed, the planning commission will hold less public hearings and make less recommendations. This means that there will be less need for public notice and staff resources to assist the planning commission.

Alternatives: If the ordinance isn't passed, the planning commission will continue to exercise the authority in the City's code, as it exists.

ORDINANCE NO. 2014-1867

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE AUTHORITY OF THE PLANNING COMMISSION, DEFINING THE TYPES OF ACTIONS FOR WHICH THE PLANNING COMMISSION WILL HOLD HEARINGS AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL AS THOSE RELATING TO LEGISLATIVE COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS, AND CLARIFYING THE APPLICATION OF CHAPTER 16.06 TO SPECIFIC TITLES OF THE MUNICIPAL CODE, AMENDING PACIFIC MUNICIPAL CODE SECTIONS 2.36.010 AND 16.06.010, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Pacific plans under the Growth Management Act (GMA); and

WHEREAS, the GMA includes a definition of "development regulations" in RCW 36.70A.030(7); and

WHEREAS, the GMA includes a number of detailed procedures for public participation, including, but not limited to RCW 36.70A.035; and

WHEREAS, both GMA and chapter 35A.63 RCW acknowledge the planning commission's role in holding public hearings and making recommendations to the city council on comprehensive plan and development regulation amendments; and

WHEREAS, the Pacific Planning Commission's authority, as expressed in Pacific Municipal Code Section 2.36.010 is to "review and prepare recommendations on amendments to the comprehensive plan, official zoning map and zoning and other development regulations of the City;" and

WHEREAS, Pacific Municipal Code Section 16.06.010 provides a list of the titles in the City Municipal Code which comprise the City's "development regulations," but not all of these code provisions are "development regulations" as defined by the GMA; and

WHEREAS, the City Council desires to define the scope of the Planning Commission's authority to eliminate confusion to ensure that the Planning Commission's schedule is not unduly

burdened with unnecessary reviews of ordinances that are not defined as "development regulations," in GMA and to expedite review and adoption of such ordinances; and

WHEREAS, the SEPA Responsible Official has determined that adoption of this Ordinance is exempt from SEPA under WAC 197-11-800(19) as relating solely to procedure; and

WHEREAS, on _____, 2014, the City Council considered this Ordinance during its regular meeting and adopted it; NOW, THEREFORE

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 2.36.010 of the Pacific Municipal Code is hereby amended to read as follows:

2.36.010 Creation.

Pursuant to Chapter 35A.63 RCW, there is established a planning commission for the City. The planning commission shall be an advisory body to the city council, and shall have the following duties and responsibilities:

A. Preparation and review of the comprehensive plan of the City;

B. The planning commission will hold public hearings and make recommendations to the city council on zoning code text and development regulation amendments, area-wide rezones and adoption of comprehensive plan amendments. "Development regulations" are defined as "controls placed on development of land use activities by the city including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, PUD ordinances, subdivision ordinances, binding site plan ordinances, together with any amendments thereto." ~~Review and preparation of recommendations on amendments to the comprehensive plan, official zoning map; and zoning and other development regulations of the City.~~

C. Such other advisory duties as may be assigned by the city council.

Section 2. Section 16.06.010 is hereby amended to read as follows:

16.06.010 Organization of these development regulations. The provisions of this title shall apply to PMC Titles 13 through 24.

~~A. The following PMC Titles 13 through 24 shall constitute the Pacific development regulations: PMC Title 13, Streets and Sidewalks; PMC Title 14, Water and Sewers; PMC Title 15, Public Utilities; PMC Title 16; Land Use and Environmental Procedures; PMC Title 17, Buildings and Construction; PMC Title 18, Mobile Home Parks; PMC Title 19, Subdivisions; PMC Title 20, Zoning; PMC~~

~~Title 21, Shorelines Management; PMC Title 22, Impact Fees; PMC Title 23, Critical Areas; and PMC Title 24, Stormwater.~~

~~B. The provisions of this title shall apply equally to all development regulations, PMC Titles 13 through 24.~~

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

ADOPTED by the City Council of the City of Pacific and attested by the City Clerk in authentication of such passage on this _____ day of_____, 2014.

APPROVED by the Mayor this _____ day of _____, 2014.

_____
Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

_____
Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

_____
Carol Morris, City Attorney

FILED WITH THE CITY CLERK: 08/01/14
PASSED BY THE CITY COUNCIL:_____
PUBLISHED:_____
EFFECTIVE DATE:_____
ORDINANCE NO:___2014-1867

AGENDA ITEM NO. 4E

Agenda Bill No. 14-142

TO: Mayor Guier and City Council Members

FROM: Carol Morris, City Attorney

MEETING DATE: August 4, 2014

SUBJECT: **Code Enforcement**

ATTACHMENTS: **Ordinance No. 2014-1868**

Previous Council Review Date: **None.**

Background:

The City's Zoning Code enforcement procedures are included in chapter 20.82 of the Pacific Municipal Code. These procedures are very confusing. For example, if a notice of violation issues, it may be appealed to the hearing examiner under Section 20.82.070, and the hearing examiner's decision may be appealed to superior court (Section 20.82.070(D)). However, if the City issues a notice of "infraction," under Section 20.82.090 (rather than a notice of "violation"), it is filed in municipal court under Section 20.82.100. (I am not sure when a notice of violation would be used as opposed to a notice of infraction.) There is a hearing in municipal court if it is "contested," and there is a totally different manner of determining the procedure for an appeal (Section 20.82.140(E)). In addition, Section 20.82.210 must be repealed as duplicative of the procedure for abatement that the City already has (through the adoption by reference of the Uniform Code for the Abatement of Dangerous Buildings).

Summary of Proposed Ordinance:

The proposed ordinance describes a procedure for enforcement of Zoning and Subdivision Code violations. It defines "violations," the procedure for investigation of complaints, the contents of a notice of violation, the procedure for service, appeals of the notice of violation, penalties, issuance of the hearing examiner's decision on appeal, etc.

The Council needs to decide what the civil penalty will be in Section 20.82.010 on page 11. Some cities may make the penalty $50.00 (which will be imposed each day the violation exists) or as high as $500.00.

Recommendation/Action: Consider and subsequently adopt the proposed ordinance.

Motion for Consideration: "I move to approve Ordinance No. 2014-1868"

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO ZONING AND SUBDIVISION CODE ENFORCEMENT, REPEALING CURRENT CODE ENFORCEMENT PROCEDURES AND PENALTY PROVISIONS AND ADOPTING NEW, COMPREHENSIVE ZONING AND SUBDIVISION

ENFORCEMENT PROCEDURES, DESCRIBING VIOLATIONS, EXPLAINING THE PROCESS FOR INVESTIGATIONS AND ENFORCEMENT, LISTING THE ELEMENTS OF A NOTICE OF VIOLATION, DESCRIBING THE PROCEDURES FOR NOTICE, ISSUANCE AND SERVICE OF NOTICES OF VIOLATION, STOP WORK ORDERS AND EMERGENCY ORDERS, PROVIDING FOR HEARINGS ON APPEALS, DESCRIBING THE HEARING PROCESS, LISTING PENALTIES, REPEALING CHAPTER 20.82 OF THE PACIFIC MUNICIPAL CODE AND ADDING A NEW CHAPTER 20.82 TO THE PACIFIC MUNICIPAL CODE.

Budget Impact: If the previous code (chapter 20.82) was enforced to issue notices of violation that could be appealed to the Hearing Examiner, then no budget impact. If the previous code (chapter 20.82) was enforced to issue notices of infraction that were processed through municipal court, there may be a difference in cost.

Alternatives: None.

ORDINANCE NO. 2014-1868

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO ZONING AND SUBDIVISION CODE ENFORCEMENT, REPEALING CURRENT CODE ENFORCEMENT PROCEDURES AND PENALTY PROVISIONS AND ADOPTING NEW, COMPREHENSIVE ZONING AND SUBDIVISION ENFORCEMENT PROCEDURES, DESCRIBING VIOLATIONS, EXPLAINING THE PROCESS FOR INVESTIGATIONS AND ENFORCEMENT, LISTING THE ELEMENTS OF A NOTICE OF VIOLATION, DESCRIBING THE PROCEDURES FOR NOTICE, ISSUANCE AND SERVICE OF NOTICES OF VIOLATION, STOP WORK ORDERS AND EMERGENCY ORDERS, PROVIDING FOR HEARINGS ON APPEALS, DESCRIBING THE HEARING PROCESS, LISTING PENALTIES, REPEALING CHAPTER 20.82 OF THE PACIFIC MUNICIPAL CODE AND ADDING A NEW CHAPTER 20.82 TO THE PACIFIC MUNICIPAL CODE.

WHEREAS, the City has no Subdivision Code enforcement procedures; and

WHEREAS, the City has decided to update its Zoning Code enforcement procedures because they are inconsistent; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA as affecting only procedural and no substantive standards, pursuant to WAC 197-11-800(19); and

WHEREAS, the City Council held a public hearing on this Ordinance during its regular City Council meetings on _____ and _____, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Chapter 20.82 of the Pacific Municipal Code is hereby repealed.

Section 2. A new Chapter 20.82 is hereby added to the Pacific Municipal Code, which shall read as follows:

Chapter 20.82
ENFORCEMENT

Sections:

20.82.001 Intent.
20.82.002 Violations.
20.82.003 Responsibility to Enforce.
20.82.004 Investigation and Notice of Violation.
20.82.005 Time to Comply.
20.82.006 Stop Work Order.
20.82.007 Emergency Order
20.82.008 Appeals.
20.82.009 Appeal Hearing.
20.82.010 Civil Penalty.
20.82.011 Criminal Penalties.
20.82.012 Additional Relief.
20.82.013 Penalties for Subdivision Violations.

20.82.001 Intent. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of the Zoning Code, Title 20 and the Subdivision Code, Title 19. No provision of, or any term used in this chapter, is intended to impose any duty to enforce, or any other duty upon the City or any of its officers or employees which would subject them to damages in a civil action.

20.82.002 Violations.

A. It is a violation of the Zoning Code, Title 20 and the Subdivision Code, Title 19, for any person to initiate, maintain or cause to be initiated or maintained, the use of any structure, land or property within the City, in a manner inconsistent with the underlying zone, or without first obtaining the permits or authorizations required for the use by the aforementioned codes.

B. It is a violation of the Zoning Code, Title 20 and the Subdivision Code, Title 19, for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the City, in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned Titles; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.

C. In addition to the above, it is a violation of Titles 20 and 19 of the Pacific Municipal Code to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with the aforementioned Titles; and

2. To misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization.

20.82.003 Responsibility to enforce.

A. The Community Development Director shall have the responsibility to enforce this Chapter. The Director may call upon the police, fire, building, public works or other appropriate City departments to assist in enforcement. As used in this chapter, "Community Development Director" or "Director" shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the Director may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building or premises subject to the consent or warrant, in order to perform the responsibilities imposed by this Chapter.

20.82.004 Investigation and Notice of Violation.

A. Investigation. The Director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the Zoning Code, Title 20 or the Subdivision Code, Title 19.

B. Notice of Correction. If, after investigation, the Director determines that the standards or requirements of the Zoning Code, Title 20, and the Subdivision Code, Title 19 or the provisions of this chapter have been violated, the Director may serve a Notice of Correction upon the owner, tenant or other person responsible for the condition using the service procedure set forth in subsection G herein. The Notice of Correction shall contain the following information:

1. The name and address of the person to whom it is directed;

2. The location and specific description of the violation;

3. A specific identification of each standard, code provision or requirement violated;

4. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including but not limited to, replacement, repair, supplementation, re-vegetation or restoration;

5. The date by which compliance is required in order to avoid the imposition of monetary penalties. This date will be no less than 24 hours from the date and time that the notice is posed on the property or no less than three days from the date that the Notice of Correction is placed in the U.S. Mail addressed to the person identified in subsection (B)(1) above; and

6. A statement that failure to comply with the Notice of Correction may result in further enforcement actions, including the issuance of a Notice of Violation, civil fines and criminal penalties.

C. Notice of Violation. After issuance of the Notice of Correction and expiration of the deadline established therein, the Director shall investigate to determine whether a violation still exists. If so, the Director may serve a Notice of Violation upon the owner, tenant or other person responsible for the condition of the property, using the service procedure set forth in subsection G herein. The Notice of Violation shall contain the following information:

1. The name and address of the person to whom it is directed;

2. The location and specific description of the violation;

3. A statement that the Notice (or Order, in the case of a Stop Work or Emergency Order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;

4. The Notice of Violation may include or reference a Stop Work Order or Emergency Order requiring that the violation immediately cease, or that the potential violation be avoided;

5. The Notice of Violation may include or reference a Stop Work or Emergency Order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the Order;

6. A specific identification of each standard, code provision or requirement violated;

7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including but not limited to, replacement, repair, supplementation, re-vegetation or restoration;

8. A reasonable time for compliance;

9. A statement that the violation may result in the imposition of penalties, and if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in Section 20.82.011 (or 20.82.013 for subdivision violations);

10. A statement that failure to comply with the Notice of Violation may result in further enforcement actions, including issuance of additional Notices of Violation, civil fines and criminal penalties; and

11. A statement that the Notice of Violation represents a determination that a violation has been committed by the person named in the Notice of Violation, and that the determination shall be final unless appealed as provided in Section 20.82.008, and that the appeal must be timely filed under the procedures set forth in 20.82.008(E) (within 15 calendar days of service of the Notice of Violation).

D. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the Notice of Violation may be considered a separate violation for which a penalty may be imposed. However, no additional penalty for a continuing violation may

be assessed without the provision of an additional Notice of Violation and an opportunity for an appeal.

E. Service. The Notice of Violation shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons, or personally, as set forth in RCW 4.28.080(15). In lieu of service under RCW 4.28.080(15), where the person cannot with reasonable diligence be served as described, the Notice of Violation may be served as provided in RCW 4.28.080(16).

F. Posting. A copy of the Notice of Violation shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

G. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to Sections 20.82.006 (Stop Work Order), 20.82.007 (Emergency Order), 20.82.010 (Civil Penalty), 20.82.011 (Criminal Penalties), 20.82.012 (Additional Relief), or 20.82.013 (Subdivision Violations).

H. Additional Notice to Others. The Director may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the Notice of Violation, Stop Work Order or Emergency Order and the applicable requirements and procedures.

I. Recording. A copy of the Notice of Violation may be filed with the County Auditor when the responsible party fails to correct the violation and no appeal is filed, or the Director requests that the City Attorney take appropriate enforcement action. The Director may choose not to file a copy of the Notice or Order if the Notice or Order is directed only to a responsible person other than the owner of the property.

J. Amendment. A Notice or Order may be amended at any time in order to:

1. Correct clerical errors; or

2. Cite additional authority for a stated violation.

20.82.005 Time to comply. When calculating a reasonable time for compliance in the Notice of Correction or Notice of Violation, the Director shall consider the following criteria:

A. The type and degree of violation cited in the Notice;

B. The stated intent, if any, of a responsible party to take steps to comply;

C. The procedural requirements for obtaining a permit to carry out corrective action;

D. The complexity of the corrective action, including seasonal considerations, construction requirements and the legal prerogatives of landlords and tenants; and

E. Any other circumstances beyond the control of the responsible party.

20.82.006 Stop Work Order.

A. Whenever a continuing violation of Titles 20 or 19 will materially impair the Director's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the Director has the authority to issue a Stop Work Order prohibiting any work or other activity at the site. The Stop Work Order shall be in writing and served upon persons engaged in doing such work or causing such work to be done. The Stop Work Order shall be immediately posted on the property. Failure to comply with a Stop Work Order shall constitute a violation of this chapter.

B. The Stop Work Order shall include the information in Section 20.82.004(B)(1) through (6). In addition, the Stop Work Order shall include a statement that the person to whom the Stop Work Order is directed or the property owner may file an appeal and request an expedited hearing with the Hearing Examiner within seven (7) calendar days after service of the Stop Work Order. If no appeal is filed and compliance is not achieved within the compliance date, the Director may ask the City Attorney to seek additional relief under Section 20.82.012 and/or the Director may file a Notice of Violation for the violation pursuant to 20.82.004, seeking compliance and describing penalties.

C. Expedited appeal. The Hearing Examiner shall hold the expedited appeal hearing on a Stop Work Order according to the applicable procedures in Section 20.82.009. If the Hearing Examiner finds that a violation has occurred which has not been corrected by the deadline established for compliance, the Director may ask the City Attorney to seek additional relief under Section 20.82.012 and/or the Director may issue a Notice of Violation for the violation pursuant to 20.82.004, describing penalties.

20.82.007 Emergency order.

A. Whenever any use or activity in violation of Title 20 or Title 19 threatens the health and safety of the occupants of the premises or any member of the public, the Director has the authority to issue an Emergency Order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The Emergency Order shall be immediately posted on the property and served on the person(s) responsible. Failure to comply with an Emergency Order shall constitute a violation of this Chapter.

B. The Emergency Order shall include all of the information in Section 20.82.004(B)(1) through (6). In addition, the Emergency Order shall include a statement that the person to whom the Emergency Order is directed may file an appeal and request an expedited hearing with the Hearing Examiner within seven (7) calendar days after service or posting of the Emergency Order. If no appeal is filed and compliance is not achieved, the Director may ask the City Attorney to seek additional relief under Section 20.82.012 and/or the Director may issue a Notice of Violation pursuant to 20.82.004, seeking compliance and penalties.

C. Expedited appeal. The Hearing Examiner shall hold the expedited appeal hearing on an Emergency Order according to the applicable procedures in 20.82.009. If the Hearing Examiner finds that the violation described in the Emergency Order occurred or exist, any condition described in the Emergency Order which is not corrected within the time specified is hereby declared to be a public nuisance and the Director may ask that the City Attorney take

action to obtain a warrant of abatement for the property in Superior Court. The owner or person responsible (or both) shall be responsible for the costs associated with the abatement, in the manner provided by law.

20.82.008 Appeals and Mediation.

A. No appeal of a Notice of Violation citing criminal penalties. There is no administrative appeal of a Notice of Violation issued pursuant to 20.82.004 for violations which would subject the violator to criminal prosecution and/or the imposition of criminal penalties. A Notice of Violation or citation for a violation that subjects the violator to criminal penalties is enforced in municipal court.

B. Expedited Appeal Hearings on Stop Work and Emergency Orders. An expedited public hearing shall be held by the Hearing Examiner, according to the procedures in this Section, on an appeal of a Stop Work or Emergency Order, regardless of whether the violations described in the Stop Work Order or Emergency Order would eventually subject the violator to civil or criminal prosecution and/or the imposition of civil or criminal penalties. The expedited appeal hearing shall be for the sole purpose of determining whether the Stop Work or Emergency Order was correctly issued and/or whether a violation occurred.

C. Appeal Hearings on Notices of Violations Citing Civil Penalties. Unless an appeal of a Notice of Violation is filed with the Director in accordance with this Section, or an appeal involving an expedited hearing is filed, the Notice of Violation shall become the Final Order of the Director. The Final Order, including the collection of penalties, may be enforced by the City Attorney in Superior Court.

D. Standing to file appeal.

1. *Notice of Violation*. Only parties of record have standing to file an appeal of a Notice of Violation. Parties of record are defined to mean:

   a. The property owner or the person responsible for the condition of the property;

   b. Any person who can demonstrate that he/she is aggrieved by the decision; and

   c. The City Council.

2. *Stop Work Order and Emergency Order*. Only the property owner or the person responsible for the condition of the property may request an expedited appeal hearing for a Stop Work Order or Emergency order.

E. Time to file appeal.

1. Notice of Violation under 20.82.004. The party of record must file an appeal with the Director within fifteen (15) calendar days of service of the Notice of Violation.

2. Stop Work or Emergency Orders under 20.82.006 or 20.82.007. The property owner or the person responsible for the condition of the property may request an expedited appeal hearing within seven (7) calendar days after service of the Stop Work or Emergency Order.

3. Computing deadline for filing appeal. For purposes of computing the time for filing an appeal, the day the decision issued shall not be counted. If the last day of the deadline for filing the appeal is a Saturday, Sunday or holiday designated by RCW 1.16.050 or city ordinance, then the appeal must be filed on the next business day. Appeals shall be delivered to the Director by mail, by personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. Appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.

E. Content of appeal. Appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:

1. Appellant's name, address and phone number;

2. A statement describing appellant's standing to appeal;

3. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;

4. The specific relief sought;

5. A statement that the appellant has read the appeal and believe the contents to be true, followed by the appellant's signature.

F. Effect. The timely filing of an appeal shall stay any enforcement action based on a Stop Work Order, Emergency Order or Notice of Violation until the Hearing Examiner's decision issues unless the Director finds that the violation causes an immediate threat to public health or safety.

G. Mediation. After an appeal is filed, either party (the appellant or the City) may contact the other party to request mediation. If mediation is desired by both parties, and they are in agreement on all mediation issues (whether a mediator will be hired to mediate the dispute, who will pay the cost of the mediator, when mediation will take place, where mediation will occur, etc.) scheduling of the appeal hearing shall be held in abeyance. The appellant's willful or negligent failure to appear at the mediation will terminate the mediation procedure, and the City will proceed to schedule the appeal hearing.

20.82.009 Appeal Hearing.

A. The public hearing on an appeal shall include the following elements and be conducted as follows:

1. The Hearing Examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited

hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.

2. A party to the appeal may participate personally or by an attorney.

4. The Hearing Examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.

5. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the Hearing Examiner may issue a default order of dismissal.

6. To the extent necessary for full disclosure of all relevant facts and issues, the Hearing Examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.

7. The Hearing Examiner shall cause the hearing to be recorded by a method chosen by the City, which shall allow preparation of a verbatim transcript.

8. The hearing shall be open to public observation.

9. All testimony of parties and witnesses shall be made under oath or affirmation.

10. Ex parte communications shall be addressed as set forth in chapter 42.36 RCW.

11. The scope and standard of review shall be de novo. The City shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties, to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The Examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.

12. After the conclusion of the public hearing, the Hearing Examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the Hearing Examiner can still issue his/her final decision according to any applicable deadline established by this chapter.

13. At or after the appeal hearing on a Notice of Violation, the Hearing Examiner may:

(a) Sustain the notice of violation;

(b) Withdraw the notice of violation;

(c) Continue the review to a date certain for receipt of additional information;

(d) Modify the notice of violation, which may include an extension of the compliance date.

D. Except with regard to expedited hearings, the Hearing Examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the County Auditor's office. The decision on expedited hearings shall issue within five (5) business days after the completion of the hearing.

E. The decision of the Hearing Examiner shall be final on a Notice of Violation, and no further administrative appeal may be filed. In order to appeal the decision of the Hearing Examiner on a Notice of Violation, a person with standing to appeal must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040. Following a finding of the Hearing Examiner of the existence of a violation at the appeal hearing, continuing penalties may be imposed by the provision of additional Notices of Violation and an opportunity for an appeal hearing. No additional penalty for a continuing violation may be imposed without the provision of additional Notices and opportunity for a hearing.

20.82.010 Civil Penalty.

A. In addition to any other sanction or remedial procedure which may be available, any person violating or failing to comply with any of the provisions of this chapter relating to the Zoning Code (Title 20), shall be subject to a penalty in the amount of _____ dollars ($__.00).

B. The penalty imposed by this section shall be collected by civil action brought in the name of the City. The Director shall notify the City Attorney in writing of the name of any person subject to the penalty, and the City Attorney shall, with the assistance of the Director, take appropriate action to collect the penalty. Each day of noncompliance with any of the provisions of the Zoning Code (Title 20) shall constitute a separate offense.

C. The violator may show as full or partial mitigation of liability:

1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or

2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant.

20.82.011 Criminal penalties.

A. Any person violating or failing to comply with any of the provisions of this chapter or the Zoning Code (Title 20) who has had a judgment entered against him or her pursuant to 20.82.010 or 20.82.011 for the same violation within the past five years shall be

subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding five thousand dollars ($5,000) or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance with any of the provisions of this chapter or the Zoning Code, Title 20, shall constitute a separate offense.

B. The above criminal penalty may also be imposed:

1. For any other violation of the Zoning Code, Title 20, for which corrective action is not possible; and

2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of the Zoning Code, Title 20.

20.82.012 Additional relief.

The Director may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the Zoning Code, Title 20 or Title ___, the Subdivision Code, when civil or criminal penalties are inadequate to effect compliance.

20.82.013 Penalties for Subdivision Violations.

A. Any person, firm, corporation or association or any agency or any person, firm, corporation or association who violates any provision of Subdivisions, Title 19, relating to the sale, offer for sale, lease or transfer of any lot, tract, or parcel of land, shall be guilty of a gross misdemeanor and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of Subdivisions, Title 19, shall be deemed a separate and distinct offense and subject to a separate citation. Continuing fines may be imposed by the provision of additional Notice of Violations and an opportunity for hearing. No additional fine for a continuing violation may be imposed without the provision of notice and the opportunity for hearing.

B. Whenever land within a subdivision granted final approval is used in a manner or for a purpose which violates any provision of Subdivisions, Title 19, or any condition of plat approval prescribed for the plat by the city, the City Attorney may commence an action to restrain and enjoin such use and compel compliance with the provisions of Subdivisions, Title 19, or with such terms and conditions. The costs of such action shall be taxed against the violator.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective within five days after publication as provided by law.

ADOPTED by the City Council of the City of _____, signed by the Mayor and attested by the City Clerk in authentication of such passage on this ____ day of _____, 2013.

_____

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

_____

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

_____

Carol Morris, City Attorney

FILED WITH THE CITY CLERK: 08/01/14
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: 2014-1868

AGENDA ITEM NO. 4F

Agenda Bill No. 14-143

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: August 11, 2014

SUBJECT: Transportation Improvement Board (TIB)–Stewart Road Grant Application

ATTACHMENTS: Resolution 2014-195
Grant Application

Previous Council Review Date: N/A

Summary: This grant request is for funds for design, right-of-way acquisition, and construction for Stewart Road from Valentine Avenue SE to the City Limits (White River bridge). This project will complete the Stewart Road corridor within the City of Pacific.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-195.

Motion for Consideration: Move to approve Resolution No. 2014-195, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION FOR THE STEWART ROAD CORRIDOR FROM VALENTINE AVENUE SE TO THE CITY LIMITS.

Budget Impact: The project cost to complete the construction is approximately $3,365,000. The local portion is a 10% match funded by Pacific ($336,500 from streets, park impact fees, and stormwater) and neighboring jurisdictions.

Alternatives: Deny this application and either not submit to TIB or prepare a new application for a different project.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014-195

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION FOR THE STEWART ROAD CORRIDOR FROM VALENTINE AVENUE SE TO THE CITY LIMITS.

WHEREAS the City of Pacific is responsible for the operations, maintenance and development of transportation and recreation infrastructure in the corporate limits; and

WHEREAS the Transportation Improvement Board (TIB) is accepting applications for their FY 2015 grant programs; and

WHEREAS the city of Pacific has previously received TIB grant funds for design and construction of Stewart Road improvements from SR 167 to Valentine; and

WHEREAS this application is for the funding of design, right-of-way acquisition and construction of Stewart Road improvements from Valentine Avenue SE to the White River; and

WHEREAS project applications are due to the TIB by August 22, 2014; and

WHEREAS the estimated costs of the proposed projects are:

TIB Stewart Road
Project Cost: $ 3,365,000
TIB Ask: $ 3,028,500
City Match: $ 336,500

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The MAYOR is authorized to make formal application to the TIB for funding assistance for the Stewart Road Corridor Project.

Section 2. The city acknowledge that it is responsible for providing local matching funds.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

_____
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

_____
AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

_____
CAROL MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK: 07/30/14
PASSED BY THE CITY COUNCIL:
RESOLUTION NO: 2014-195

FILED WITH THE CITY CLERK: 07/30/14
PASSED BY THE CITY COUNCIL:
RESOLUTION NO: 2014-195

2014 Urban Funding Application

for Urban Arterial Program (UAP)

Mail your signed application and required attachments to the TIB Office no later than **August 22, 2014.**
The mailing address for the TIB Office: Post Office Box 40901 ⬨ Olympia WA 98504-0901
For assistance contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via email at GregA@tib.wa.gov

Agency Name	PACIFIC	Legislative District(s)	30
Arterial Name	Stewart Road (8th Street East)	Congressional District(s)	8
Project Limits	Valentine Avenue SE to White River Bridge	Find Legislative or Congressional District	
Length in Miles	0.18 miles		
Federal Route	3290	Functional Class	Urban Principal
Agency Contact	Jim Morgan	Phone Number	(253)929-1115
Email Address	jmorgan@ci.pacific.wa.us		

PROJECT INFORMATION

Fill out this section before continuing the rest of the application.

Enter Requested Total TIB Funds	**$3,019,500**
Project Type	**Overlay & Widening**
Is this project an intersection only?	**NO**
Is this project construction ready?	**NO**
Does this project support a specific economic development site?	**NO**
Is this a National Highway System (NHS) Route?	**NO**

Enter completed or target dates	**Date**
Start Design Engineering	**Jan 2015**
Environmental Documentation Complete & Permits Approved	**Sep 2015**
Right of Way Acquisition Complete	**Dec 2015**
PS&E Complete	**Dec 2015**
Contract Advertisement	**Feb 2016**
Contract Completion	**Sep 2017**

PROJECT FUNDING

Are TIB funds distributed proportionally through the project phases? YES Max TIB Ratio **90.0%**

Fill out total costs in F36 to F40. Do not fill in TIB Funds

Enter the Total Project Costs to the nearest dollar in cells F36 to F40

	Phase	Total Cost	TIB Funds	Local Funds
Design Phase	Design Engineering	405,000	364,500	40,500
	Right of Way	300,000	270,000	30,000
Construction Phase	Construction Engineering	300,000	270,000	30,000
	Construction Other			
	Construction Contract	2,350,000	2,115,000	235,000
	TOTAL	**3,355,000**	**3,019,500**	**335,500**

NONELIGIBLE ENGINEERING Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement	**0**
OTHER NONELIGIBLE COSTS (for example, landscaping greater than **5%** of eligible construction costs, new utilities)	
TOTAL ELIGIBLE COST	**3,355,000**
TIB MATCHING RATIO Total TIB Funds/Total Eligible Costs	**90%**

FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
PACIFIC	Public		
Sumner	Public		
Auburn	Public		
TOTAL			
Funding partners total should equal $335,500			

APPLICATION ATTACHMENTS

Include the following attachments with **all** applications

- ☐ Excerpt from adopted Six-Year Transportation Improvement Program showing project
- ☐ Detailed vicinity map clearly showing project limits
- ☐ Detailed project cost estimate signed by a professional engineer registered in Washington State
- ☐ Typical roadway section(s)
- ☐ Funding commitment letters from all funding partners Number Attached _____
- ☐ Crash Analysis worksheet Link to Request Collision Data from WSDOT
- ☐ ~~Intersection configuration worksheet~~
- ☐ Excerpt from current agency Comprehensive Plan defining agency CBD & Urban Activity Center(s)
- ☐ Written concurrence from WSDOT if project is on or connects to a state highway
- ☐ Adopted Bicycle Plan if project includes bicycle facilities
- ☐ ~~Development map showing economic development site(s)~~
- ☐ ~~Excerpt from current agency Comprehensive Plan defining the economic development project~~
- ☐ Department of Archaeology & Historic Preservation (DAHP) documentation, if completed

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

_____ _____

Agency Official Signature Date Signed

Richard Gould, City Administrator

Printed or Typed Name & Title

PROJECT DESCRIPTION

Describe the existing conditions

Stewart Road currently serves an ADT of 14,500 vehicles which is expected to grow to 40,000 by 2028. The intersections have a current LOS D. The corridor is a designated truck route and over 10% of the current ADT is trucks (three axles or more). The absence of left turn lanes cause trucks to block thru movements on Stewart Road. Occassionaly, traffic back-ups extend onto the freeway exit ramps.

Describe the proposed improvements

This project will consist of designated through and turn lanes, traffic signal, and pedestrian facilities. The existing through lanes in each direction will remain. Turn lanes will be provided for left and right turns.

Describe the project benefits

This project is intended to be the third phase of a longer corridor project. This phase will eliminate two sources of congestion - vehicles blocking traffic while waiting to turn left off of Valentine Ave onto Stewart Rd and lack of lanes for right turn vehicles. In addition, this project will include pedestrian facilities including a shared use trail on the north side, sidewalk on the south side, and minor improvements to the signal at the Stewart/Valentine intersection.

Why is this project a current priority to the community?

Are any overhead utilities being moved underground? _____

ROADWAY GEOMETRICS & FEATURES

Fill out the segment details below and intersection details in rows 138 to 148

Significant difference in cross section or ADT constitute a new segment. Additional segments can be added on the "Additional Segments" tab. If the project is an intersection only, skip this section

	SEGMENT ONE		SEGMENT TWO	
Segment Termini				
Length (in feet)	925			
Average Daily Traffic Volume	14,500			
	Existing	Proposed	Existing	Proposed
Pavement Width Curb to Curb or Edge to Edge	24 feet	60 feet		
Number of General Purpose Lanes Do **not** include Transit/HOV or Continuous Lt Turn Lane	2 lanes	4 lanes		
Number of HOV/Transit Lanes Do **not** include Continuous Left Turn Lane	0 lanes	0 lanes		
Continuous Left Turn Lane Width	0 feet	1 feet		
Is there a median?	No	No		
Shoulder or Parking Width Enter average width (feet) per side	0 feet	0 feet		
Shoulder or Parking Placement	None	None		
Shoulder or Parking Surfacing	None	None		
Parking Type	None	None		
Percentage of the segment that has on street parking (e.g. parking one side is 50%)	0%	0%		
Curb Placement	None	Both Sides		
Bicycle Lane Type	No Bicycle Facilities	Separated Bike Path		
Bicycle Lane Width	0 feet	0 feet		
Pedestrian Buffer Width between Curb and Sidewalk	0 feet	0 feet		
Sidewalk Placement	None	Both Sides		

	SEGMENT ONE (cont'd)		SEGMENT TWO (cont'd)	
Segment Termini				
	Existing	Proposed	Existing	Proposed
Sidewalk Width[1]	0 feet	5 feet		
Segment meets ADA standards	No	Yes		
Is there any street lighting present?	Yes	Yes		
How many major driveways (serves **more than** 50 parking spaces) are present?	0	0		
How many minor driveways (serves **less than** 50 parking spaces) are present?	2	2		
How many fixed objects are present?				
What is the average distance (in feet) from the edge of travel way to the fixed objects?				

[1] Sidewalk with curb or physical separation on both sides is required by TIB policy
Minimum width is **five feet** with **no** obstructions
*Please attach justification if the sidewalk does **not** meet these standards*

Additional segments can be entered on tab 4 "Additional Segments".

Crash Information

(Information automatically generated from Crash Analysis worksheet)

Multiple-vehicle driveway crashes	Fatal and Injury	0	0
	Property damage only	0	0
Multiple-vehicle nondriveway crashes	Fatal and Injury	0	0
	Property damage only	0	0
Single vehicle crashes	Fatal and Injury	0	0
	Property damage only	0	0
Pedestrian or Bicycle related crashes	Pedestrian	0	0
	Bicycle	0	0

INTERSECTION GEOMETRICS & FEATURES

Enter the existing and proposed geometrics for each intersection

	INTERSECTION ONE		INTERSECTION TWO	
Intersection location				
Major Approach Average Daily Volume	14,500			
Minor Approach Average Daily Traffic Volume				
	Existing	Proposed	Existing	Proposed
Intersection control	Stop controlled minor approaches	Signalized		
Intersection type	3-Leg	4-Leg		
Intersection meets ADA standards	No	Yes		
Is there intersection lighting present?	Yes	Yes		
Is there a dedicated left turn lane	No	Yes		
Is there a dedicated right turn lane	No	No		
Is there protected left turn phasing?	No	Yes		

Additional intersections can be entered on tab 3 "Additional Intersections".

Crash Information

(Information automatically generated from Crash Analysis worksheet)

Multiple-vehicle crashes	Fatal and Injury	0	0
	Property damage only	0	0
Single vehicle crashes	Fatal and Injury	0	0
	Property damage only	0	0
Pedestrian or Bicycle related crashes	Pedestrian	0	0
	Bicycle	0	0

CONSTRUCTION READINESS

Describe where in the process the project is for each component at the time of application

Plans, specs, estimate percent complete	**0%**
Permits	**Not started**
Right of way	**Not started**
Cultural resources	**Not Started**
Utilities	**Utility work needed and fully funded**
Sensitive areas	**Mitigation plan in process**
Are federal permits required for this project?	**No**

ACCELERATED CONSTRUCTION METHODS

☐ Road will be closed during construction

Describe below any other accelerated construction methods that will be used.

PHYSICAL CONDITION

Does the project fix any of the following issues?

Walls	_____	If yes, briefly describe:
Culverts	_____	If yes, briefly describe:
Bridges	_____	If yes, briefly describe:
Slope Stability	_____	If yes, briefly describe:
Stormwater conveyance	_____	If yes, briefly describe:

PROJECT DEFICIENCIES

Select Deficiency Type from the scrolling dropdown menu. Describe the existing deficiency within the project limits
Describe the corrective measure(s) that eliminates or mitigates the deficiency.

DEFICIENCY 1

Describe: The current road only provides one lane of travel in each direction.

Corrective Measure(s): This project will provide a second through lane in each direction.

DEFICIENCY 2

Describe: The current road has no dedicated turn lanes.

Corrective Measure(s): This project will provide a two-way left turn lane.

DEFICIENCY 3

Describe: There is no traffic control at the intersection with Butte Avenue.

Corrective Measure(s): This project will provide a signalized intersection at Butte Avenue and te driveway to Manke Lumber.

DEFICIENCY 4

Describe:

Corrective Measure(s)

DEFICIENCY 5

Describe:

Corrective Measure(s)

DEFICIENCY 6

Describe:

Corrective Measure(s)

DEFICIENCY 7

Describe:

Corrective Measure(s)

MOBILITY

CONGESTION

☐ Project addresses congestion on the system or specific adjacent route.

Select Truck Route Classification from dropdown list

Link to Freight and Goods Map

T-1 ~ 10 Million Tons Annually

☐ Provides Grade Separation between _____ and _____

NETWORK DEVELOPMENT

Select the appropriate option from the following list

☐ Completes corridor

Enter termini of corridor being completed

*Project must meet **ALL** of the following criteria to qualify as COMPLETES CORRIDOR*

- Project is last stage of corridor between logical limits
- Corridor is a minimum of 2 miles in length
- The entire corridor meets urban standards

☐ Completes gap between existing improvements

Existing improvements must meet urban standards

☑ Extends existing improvements

Existing improvements must meet urban standards

☐ Project does **not** complete or extend any existing improvements

CENTRAL BUSINESS DISTRICT/URBAN ACTIVITY CENTER ACCESS

Select CBD/Urban Activity Center Access provided by project

Improves network or circulation within Urban Activity Center

Briefly describe the CBD/Activity Center access improvement

MODAL ACCESS

Select freight facility access provided by project

Mark ALL freight-carrying modes accessing the facility

☐ Airplane ☑ Rail ☐ Ship ☑ Truck

Enter Trucks per Day _____

Select transit facility access provided by project

Select non motorized path access provided by project

Access to designated paved path

Describe non motorized path access

☐ Project relieves a bottleneck.

☐ Project adds signal interconnect

☐ Project connects to Traffic Management Center (TMC)

SUSTAINABILITY

ENVIRONMENTAL MEASURES

Select environmental measures within the project limits

☑ Agency has Adopted Greenhouse Gas Emissions Policy

Enter Policy Number R959 Adoption Date June 28, 2010

☐ Incorporates Hardscaping or native planting

Describe the measures below

☐ No permanent irrigation or use of non-potable water for irrigation

☐ Incorporates low impact drainage or enhanced treatment stormwater controls

Describe the measures below

Will project remove all fish barriers within project limits? _____

Describe fish barrier work to be done.

☐ Project enhances stream bank condition

Describe any stream bank enhancement.

☐ Project restores existing impacted sensitive area(s)

Describe the restoration effort.

RECYCLING MEASURES

Select recycling measures within the project limits

☐ Reuse/Recycling of materials (on-site or off-site)

☐ In-place pavement recycling or structural retrofit

Describe the measures below

MODAL MEASURES

Select modal measures within the project limits

☐ Completes gap in HOV system Enter Gap Location _____

☐ Adds HOV lanes in each direction

☐ Adds Queue Jump or Transit Only Lane Enter Location(s) _____

Number of peak hour buses _____

Bicycle Facility

Select option that applies _____

ENERGY MEASURES

Select energy measures within the project limits

☐ Replace or install Low Energy Lighting

☐ Add Solar-powered Signage

Describe the measures below

~~GROWTH & DEVELOPMENT~~

You do not need to fill out this section, points will only be given in this section if there is a specific planned development activity.

You selected 'NO' under 'supports a specific economic development site' in cell G19

Describe the development agreement, if one exists

Please provide the following information regarding the ECONOMIC DEVELOPMENT SITE this project supports

Number of dwelling units		Total development site acreage	
Commercial building square footage		Number of jobs created	
Development Type			

Choose the description that best describes where the economic **development site is located.**	Major commercial or industrial center
Choose the description that best describes the **proximity** of the project to the economic development site.	Project is adjacent to development
Choose the description that best describes the status of the **zoning** for the economic development site.	All zoning in place
Choose the description that best describes how this project affects the **comprehensive plan.**	Specifically identified in comprehensive plan

Choose the description that best describes the status of the infrastructure tied to the economic development site?

Water at development	At site boundary	Sewer at development	At site boundary	Power at development	At site boundary

Percent of permits issued

GROWTH MANAGEMENT INFORMATION

Complete the questions below to address Land Use Implications as directed by Revised Code of Washington (RCW) 47.26.282.

Describe how the project supports or revitalizes existing urban development in the downtown

Describe how the project includes or encourages infill/densification of residential or commercial development consistent with your local comprehensive plan?

Describe how the project promotes the use of transit and other multimodal transportation

Indicate the project's multimodal transportation components

Mark ALL existing or planned components

- [x] Sidewalk
- [x] Bicycle Lanes
- [ ] HOV Lanes
- [ ] Access to Transit Center or Passenger Terminal
- [ ] Other - Explain in space below

Transportation Improvement Board (TIB)

Growth Management Information

Funding Program	**Urban Arterial Program (UAP)**
Agency Name	**PACIFIC**
Project Name	Stewart Road (8th Street East) ~ Valentine Avenue SE to White River Bridge
Project Intent	This project is intended to be the third phase of a longer corridor project. This phase will eliminate two sources of congestion - vehicles blocking traffic while waiting to turn left off of Valentine Ave onto Stewart Rd and lack of lanes for right turn vehicles. In addition, this project will include pedestrian facilities including a shared use trail on the north side, sidewalk on the south side, and minor improvements to the signal at the Stewart/Valentine intersection.

Describe how the project supports or revitalizes existing urban development in the downtown

Describe how the project promotes the use of transit and other multimodal transportation

The project adds the following multimodal components:

Sidewalk Bicycle Lanes

Other Multimodal Components: