



## JOINT COMMUNITY DEVELOPMENT COMMITTEE & PLANNING COMMISSION HYBRID MEETING

Monday, March 20, 2023, at 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

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### COMMUNITY DEVELOPMENT COMMITTEE MEMBERS

Chair: Jo Johnson

Councilmembers: Cara Christensen and James Mayhew

### PLANNING COMMISSION MEMBERS

Chair: Luke Marusiak

Vice-Chair: Andre Testman

Commissioners: Chris Alef, Darrell Lambert, Neeraj Mathur, and Steve Smith

*This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.*

**Join by Telephone at 6:00 PM:** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **860 6728 7531** and Password **1730040121** if prompted.

Press \*9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press \*6 to mute and unmute.

**Join by Internet at 6:00 PM:** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **860 6728 7531**; Enter Password **1730040121**
- 4) Please confirm that your audio works prior to participating.

### CALL TO ORDER & ROLL CALL

### AGENDA APPROVAL

### PUBLIC COMMENTS

### MINUTES

1. None.

### AGENDA BILLS

2. AB23-042: Agreement with FCS for 2024 Comprehensive Plan Capital Facilities and Utilities Element Update

### DISCUSSION ITEMS

3. Middle Housing Presentation

### ADJOURNMENT

## **UPCOMING ITEMS**

*(The following items reference either upcoming projects or issues pertaining to matters of the Community Development Council Committee. There will be no discussion of these items unless there is a change in status.)*



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-042  
March 20, 2023  
Committee Report

Item 2.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB23-042: Agreement with FCS for 2024 Comprehensive Plan Capital Facilities and Utilities Element Update	<input checked="" type="checkbox"/> Discussion Only
<b>PROPOSED ACTION:</b>	Approve agreement to contract with FCS Group for Capital Facilities and Utilities Element Update of 2024 Comprehensive Plan.	<input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Choose an item.	Click or tap to enter a date.
	Finance	Drew Bouta	3/16/2023
	Legal	Anna Astrakhan	3/16/2023
	City Administrator	Mike Sauerwein	Click or tap to enter a date.

<b>DEPARTMENT:</b>	Community Development		
<b>STAFF:</b>	Emily Arteche, Community Development Director		
<b>COMMITTEE:</b>	Community Development	<b>COMMITTEE DATE:</b> March 20, 2023	
<b>MEMBERS:</b>	Cara Christensen	Jo Johnson	James Mayhew
<b>EXHIBITS:</b>	1. FCS Group Inc. Contract (including scope of work) 2. 2024 Growth Management Periodic Update Grant Letter		

<b>AMOUNT OF EXPENDITURE</b>	\$ 75,650
<b>AMOUNT BUDGETED</b>	\$ 110,000 (from vacancies through March 2023)
<b>APPROPRIATION REQUESTED</b>	\$ 0

## SUMMARY

### INTRODUCTION

This agenda bill requests approval for an agreement between the City of Snoqualmie and FCS Group, Inc establishing terms and conditions for producing a Capital Facilities and Utilities Element for 2024 Comprehensive Plan. The total contract value is \$ 75,650.

### LEGISLATIVE HISTORY

N/A

### BACKGROUND

The city applied for and received funding from the Washington Department of Commerce to fund the City's 2024 Comprehensive Plan update. Washington Department of Commerce will reimburse the city for \$125,000

of expenses associated with the 2024 Comprehensive Plan. The Capital Facilities and Utilities Element is a required Element of the Growth Management Act under RCW 36.70A.040.

Components of a capital facilities and utilities element include an inventory of existing capital facilities, locations and capacities of facilities, forecasting of the future needs for such facilities, proposed locations and capacities of expanded or new capital facilities and a financing plan of facilities within projected funding capacities including the identification of funding sources.

### **ANALYSIS**

The Department would utilize funds from the \$125,000 Department of Commerce grant minus \$49,500 allocated for Land Use and Housing Elements.

### **BUDGET IMPACTS**

Administration recommends approving a contract with FCS Group in the amount of \$75,650 to complete the Capital Facilities and Utilities Element for the 2024 Comprehensive Plan. The City, during the 2023-2024 Biennial Budget process, expected to complete the 2024 Comprehensive Plan internally. As a result, the City did not budget for the use of professional services but only for the staffing necessary to complete the 2024 Comprehensive Plan. Given the staffing levels currently within the Community Development Department, and the competitive hiring environment, the Administration is seeking to use some of the estimated \$110,000 in unused budget from vacancies in the department through March 2023 to fund this contract. Therefore, sufficient appropriation exists within the Community Development functional classification of the General Fund (#001) to fund the contract.

In addition, the City applied for and has been awarded a \$125,000 2024 Growth Management Act Periodic Update Grant from the Washington State Department of Commerce. The Administration intends to use \$75,500 of the grant to fund this contract and the remainder \$49,500 to update the Land Use and Housing Element. Because of this grant, the City will not need to contribute as much from its own funding sources to complete the 2024 Comprehensive Plan Update. To incorporate this unanticipated grant into the budget, the Administration intends to bring forth a budget amendment in April.

### **NEXT STEPS**

Council review and approval on schedule for April 10, 2023.

## **PROPOSED ACTION**

None, discussion only.

# CITY OF SNOQUALMIE AGREEMENT FOR CONSULTANT SERVICES

Contract Title:

Contract #: N/A

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and FCS Group a limited liability corporation ("Consultant") is dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

Consultant Business: FCS Group

Consultant Address: 7525 166<sup>th</sup> Avenue NE, Ste D-215, Redmond, WA 98052

Consultant Phone: ( 5 0 3 ) 3 7 4 - 0 6 7 6

Consultant Fax: 425-867-1937

Contact Name: Todd Chase, Principal

Contact e-mail: toddc@fcsgroup.com

Employee ID No.:

Authorized City Representative for this contract: Emily Arteche, Department Director

WHEREAS, the City desires to complete components of the city comprehensive plan;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of comprehensive planning; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to complete components of the city 2044 comprehensive plan.

NOW, THEREFORE, the parties herein do mutually agree as follows:

## **1. Employment of Consultant.**

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Martin Chaw. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed

no later than December 31, 2024, unless the completion date is extended in writing by the City.

## **2. Compensation.**

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$75,650 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

## **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie  
Attn: Community Development Department  
38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065

## **4. Work Product.**

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation.. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to

the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

## **7. Indemnification.**

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

## **8. Insurance.**

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.



**12. City of Snoqualmie Business License.** Consultant shall obtain a City of Snoqualmie business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie  
Attn: Community Development Department  
38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

FCS GROUP  
Attn: Martin Chaw, Sr. Project Manager  
Redmond Town Center  
7525 166th Ave. NE, Ste. D-215  
Redmond, WA 98052

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.


CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.

CITY OF SNOQUALMIE,  
WASHINGTON

By: \_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

Corporation

FCS Group

By:  \_\_\_\_\_  
Typed/Printed Name: ~~TODD CHASE~~  
Its: PRINCIPAL JOHN GHILARDUCCI  
Date: \_\_\_\_\_

ATTEST:

Reina McCauley, Deputy City Clerk  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

Anna Astrakhan, Assistant City Attorney  
Date: \_\_\_\_\_

## Exhibit A

### Scope of Work

# City of Snoqualmie Comprehensive Plan Update Capital Facilities Element

## Proposed Scope of Work

FCS GROUP's proposed scope of work will focus on local public facility needs and requirements for parks, water, sanitary sewer, stormwater, power and communication facilities. It is our understanding that transportation facilities will be addressed in a separate chapter of the Comprehensive Plan.

## Phase 1: Capital Facilities Plan Element

### Task 1: Development Overview and Growth Forecast

This task will guide future public capital facilities needs and investment requirements. FCS will document trends and forecasts in population, households and employment. We will work with your Finance Department to understand the City's current financial condition and remaining revenue capacities. Project deliverables include:

- Identifying data inputs and requirements to be provided by city staff.
- Attending a project kickoff to review and affirm project goals, deliverables, schedule, and budget.
- Reviewing relevant background documents and public facility master plan assumptions for transportation, water, sewer, stormwater, parks, power and communications.
- Coordinating with City staff to establish a comprehensive inventory of existing facilities.
- Technical Memorandum that identifies economic and demographic growth trends and forecasts, and existing and potential sources of funding available to the City to support the construction of facilities.

### Task 2: Level of Service and Future Facilities Requirements

During this task, FCS will work closely with you, your management team, and your other comprehensive plan consultants to document current and future level of service (LOS) requirements. FCS will identify and evaluate various strategies for funding your future parks, water, sewer and stormwater capital facilities and operational funding requirements.

- Coordinating with City staff to establish a forecast of changes to the City's level of service and future facilities needed to serve these LOS demands.
- Identifying the City's existing and remaining sources of revenue capacities available to fund future facilities.

### **Task 3: Prepare Six-Year Financial Plan**

Upon completion of Phase 3, FCS will prepare a six-year financial plan delineating the forecasted sources and uses of funds to support your future facilities plan. As with any forecast, there is an element of risk (e.g. which revenue sources are stable/predictable, versus which are sensitive to changes in economic conditions).

FCS will work closely with you and your Finance Department to identify the potential areas of risk and what alternatives the City could consider in the event of a shortfall (e.g. if REET forecasts fall short by 25%, what alternative revenue sources should the City consider to account for the difference?).

- Preparing a proposed six-year financial plan to fund the forecasted future facilities.
- Identify areas of probable financial risk.
- Identify an alternative six-year financial plan in the event of financial shortfalls.

### **Task 4: Documentation**

FCS will document the above analysis, including documenting key study assumptions, in the form a written memorandum. We will also prepare a draft Capital Facilities Element for the City's review.

- Prepare draft written Capital Facilities Element for the City's review.
- Finalize Capital Facilities Element based on City feedback.
- Submit electronic final "adoption ready" draft documents to the City.

## **Phase 2 Adoption (Contingent Work Tasks)**

### **Task 5: Presentations**

We will facilitate up to three (3) project review meetings with the City staff project team, and facilitate up to one (1) review meeting with the City Council. If needed, as State laws also require the City to facilitate community meetings and presentations, we will also assist in preparing any supporting documents or materials in advance of these community meetings. We do not anticipate attending these community meetings.

- Presentation of results to the City's project team, and City Council (if needed).
- Support the City in preparing for community meetings and presentations.

### **Task 6: Post Project Support**

If needed, we will provide on-call support to the City on a task-order basis. For example, this might include, as the City is implementing its comprehensive plan, a comparison of actual revenues against plan.

- Post project support as needed, to be engaged on a task-order basis.

**EXHIBIT B**  
**COMPENSATION**

## Project Budget

FCS GROUP shall complete Phase 1 (Task 1-4) of the scope of work for a total not to exceed budget amount of \$54,580, and Phase 2 (Tasks 5-6) of the scope of work for a total not to exceed budget amount of \$21,070, for a total not to exceed budget amount of \$75,650.

Task Detail	T.Chase Principal	M.Chaw Sr. PM	L.Nelson Analyst	Admin Support	Total Hours	Expenses	Budget Estimate (incl exps)
<i>2022 Hourly Billing Rates</i>	\$290	\$225	\$155	\$95			
<b>Task 1 Development Overview &amp; Growth Forecast</b>							
Project kickoff (1 meeting - on-site)	3	3	3	4	13	\$50	\$2,440
Inventory of existing facilities	0	16	16	0	32	\$0	\$6,080
Evaluate growth trends and existing revenue sources	2	16	8	2	28	\$0	\$5,610
<b>Task 2 Level of Service and Future Facilities</b>							
Forecast LOS demands and future facilities	8	16	4	2	30	\$0	\$6,730
Evaluate remaining revenue sources	0	16	4	0	20	\$0	\$4,220
<b>Task 3 Prepare Six-Year Financial Plan</b>							
Prepare six year financial plan/strategy	4	16	16	2	38	\$0	\$7,430
Identify areas of financial risk	0	8	2	0	10	\$0	\$2,110
Identify financial alternatives	4	16	8	0	28	\$0	\$6,000
<b>Task 4 Documentation</b>							
Prepare draft Capital Facilities Element	8	16	24	6	54	\$0	\$10,210
Send draft to City for review	0	0	0	0			
Finalize draft Capital Facilities Element	4	4	8	0	16	\$0	\$3,300
Transmit final documents	0	2	0	0	2	\$0	\$450
<b>Task 5 Adoption Presentations</b>							
Presentation of results to City team (3 meetings - on site)	3	9	9	0	21	\$150	\$4,440
Review meeting with Council (1 meeting - on site)	3	3	3	0	9	\$50	\$2,060
Support City in preparing for adoption hearings	2	16	8	0	26	\$0	\$5,420
<b>Task 6 Post Project Support</b>							
Provide post project support (on-call)	8	24	8	2	42	\$0	\$9,150
<b>Subtotal Phase 1 (Tasks 1-4)</b>	<b>33</b>	<b>129</b>	<b>93</b>	<b>16</b>	<b>271</b>	<b>\$50</b>	<b>\$54,580</b>
<b>Subtotal Phase 2 (Tasks 5-6)</b>	<b>16</b>	<b>52</b>	<b>28</b>	<b>2</b>	<b>98</b>	<b>\$200</b>	<b>\$21,070</b>
<b>Total Budget (all tasks)</b>	<b>49</b>	<b>181</b>	<b>121</b>	<b>18</b>	<b>369</b>	<b>\$250</b>	<b>\$75,650</b>



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

July 18, 2022

The Honorable Katherine Ross  
Mayor of Snoqualmie  
38624 SE River Street  
Snoqualmie, Washington 98065

RE: 2024 Growth Management Act Periodic Update Grants

Dear Mayor Ross:

The City of Snoqualmie is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024, to ensure they comply with the Growth Management Act (GMA).

We are pleased to inform you that, based on your population size, that \$125,000 has been reserved for the City of Snoqualmie as a grant to assist in completing your update work. This funding is reserved for the city as a non-competitive formula grant. Due to the state biennial split, one-half of this funding, or \$62,500 is available to reimburse related periodic update project costs from July 1, 2022 to June 30, 2023. Commerce will sign a grant agreement with you by this fall. All related GMA update project costs incurred by your jurisdiction, beginning July 1, 2022, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline, and our professional senior planners are ready to assist you with any questions. Please feel free to contact your assigned senior planner with any questions.

Your first grant deliverable will be the completion and submittal of the periodic update checklist, which we provide for review for your comprehensive plan and development regulation. You may find a copy of the checklist and instructions on our webpage here:

<https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>


In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at

<https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>

We request application materials please be returned by **September 30, 2022**. As soon we receive your submitted application, we will begin preparing your contract and negotiate your final scopes of work.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Kirsten Larsen, at (360) 280-0320, or [kirsten.larsen@commerce.wa.gov](mailto:kirsten.larsen@commerce.wa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen", with a stylized, flowing script.

Dave Andersen, AICP  
Managing Director, Growth Management Services

cc: Jason Rogers

TO: Snoqualmie Planning Commission and Community Development Committee

FROM: Matt Covert, Senior Planner – LDC, Inc.  
Clay White, Director of Planning – LDC Inc.

DATE: March 16, 2023

RE: March 20, 2023, briefing – Middle Housing project discussion

The City of Snoqualmie recently received a Middle Housing grant from the Department of Commerce. LDC was hired by the city to assist the city with this project.

The goals of our discussion on March 20 are to provide the Planning Commission and Community Development Committee:

- ✓ Short project overview
- ✓ Overview of the project schedule
- ✓ Overview of key project deliverables
- ✓ Discussion of the connection between this project and the comprehensive plan update
- ✓ Opportunity to ask questions

### Project overview

The grant program was authorized by the 2022 supplemental state operating budget. It directed Commerce to develop a grant program to support the adoption of ordinances authorizing middle housing types, along with conducting a racial equity analysis.

The grant objectives, as established by Commerce, are focused on looking at options to provide more middle housing options in cities. Middle Housing, also commonly referred to as Missing Middle Housing, is defined as duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats. It is referred to as “missing middle” because many communities made these housing types difficult or impossible to build in many areas in the 20<sup>th</sup> century. There is also a focus on developing draft policies regarding displacement, which can occur when redevelopment takes place, and completing a racial equity analysis on the current comprehensive plan and code.





It is important to note that this project will not result in any legislative changes. It will give the city a menu of strategies and potential actions you could take in the future. The goals and objectives of this project are also synced well with your upcoming comprehensive plan update. Project goals and objectives are discussed later in this memo.

Please note that the Middle Housing project will be completed by June 30, 2023.

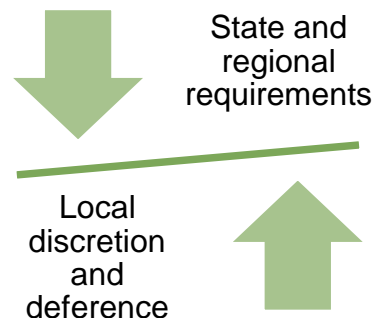


Middle Housing draft project schedule

### Connection to comprehensive plan update

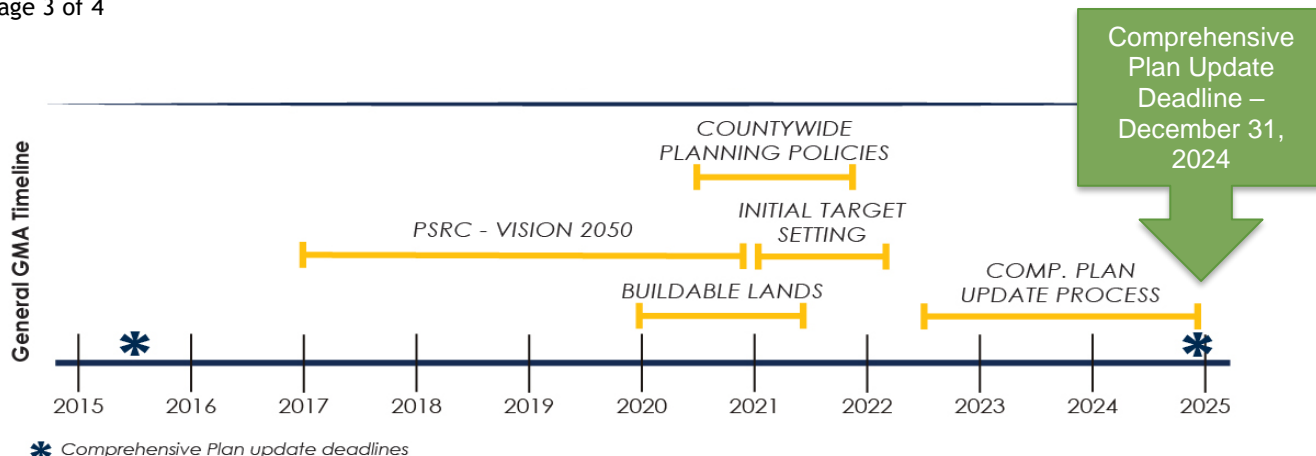
Planning is a balance between state and regional requirements and substantial local deference, which is afforded to the city so it can plan in a way that is best for the community.

The City of Snoqualmie is preparing to update its comprehensive plan. An important part of that project is meeting [Housing Element](#) requirements of the Growth Management Act (GMA).



In 2021, [House Bill 1220](#) passed and was signed into law, significantly modifying the requirements for Housing Elements. Some of the new requirements relate to providing options for middle housing and addressing both displacement and equity in housing, which are both being discussed as part of this project. In addition, the update process will include implementing [new regional policies](#) (VISION 2050) and King County's [Countywide Planning Policies](#), as well as accommodating new growth.

The Middle Housing project is an early action that can assist with this process. Specifically, this project can outline a menu of strategies that could assist with meeting new planning requirements, while also doing it in a way that aligns with the values of the community.



### Project objectives overview

At the March 20 meeting, we will review the tasks and deliverables for this project. We will also share some of the work we have completed thus far. The following table outlines the tasks to show how they align with upcoming tasks that are part of the comprehensive plan update.

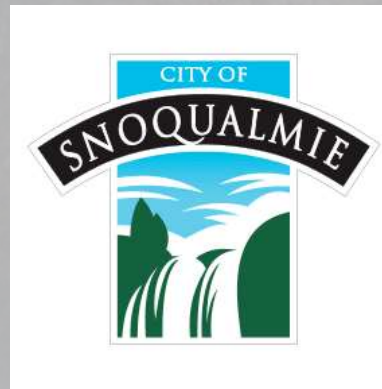
Middle Housing project task	Align with Comp Plan update Y/N	Explanation
<b>Task 1.</b> Develop community engagement plan	Yes	<p>The project will include development of a community engagement plan so outreach can occur with community-based organizations, representative for-profit and nonprofit residential developers, renters, and owner-occupied households in residential neighborhoods to participate with the project.</p> <p>Community engagement as part of this project can include connecting with key stakeholders that will also be interested in the comprehensive plan update.</p>
<b>Task 2.</b> Conduct outreach, with the assistance of community-based organizations (where possible), to inform and solicit feedback from a representative group of renters and owner-occupied households in residential	Yes	<p>The outreach completed for this project can be coupled with work on the Comprehensive Plan.</p> <p>The Comprehensive Plan update has a much broader scope, but land use and housing are two of the major items that will be covered as part of the update. Many of the same groups will likely want to participate in the</p>

neighborhoods, and from for-profit and nonprofit residential developers.		development of the Comprehensive Plan, so this is a way to involve interested parties early in the process.
<b>Task 3.</b> Review and evaluate the current housing element and other policies to support middle housing. Develop recommended policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing.	Yes	<p>As part of the Comprehensive Plan update, the City will be required to update comprehensive plan policies to be consistent with changes to state laws and regional policies.</p> <p>Housing Element requirements were modified as part of HB 1220 in 2021. Several new sections were added to the housing element requirements, including new language on displacement.</p> <p>This grant requirement is taken directly from the Housing Element. In other words, new displacement policies and a review of the new housing element requirements from HB 1220 will be completed as part of the Comprehensive Plan. This task will assist in developing information early that can be considered as part of the update.</p>
<b>Task 4.</b> Menu of strategies - Review current programs, development regulations, impact fees, system development charges, and permitting processes as to how they might encourage or discourage the development of multiunit housing. Gather data, analyze, and review to understand the realistic potential of the various changes.	Yes	<p>Think of the menu of strategies as tools in the city's housing toolbelt. They are not required to be adopted, but this could be an opportunity to look at how the existing code could provide more options for middle housing.</p> <p>In relation to the comprehensive plan update, some of the options could be utilized by the city to assist in accommodating future growth. This task will look at those options, which could then be brought forward during the Comprehensive Plan update process.</p>

I look forward to having a great discussion at the upcoming Planning Commission and Community Development Committee meeting. If you have any questions, please let me know.



# Middle Housing Planning Commission / Community Development Committee Meeting



March 6, 2023



# Meeting Objectives

Item 3.



Provide the Planning Commission and Community Development Committee with the following:



- Project overview and schedule



- Overview of key project deliverables



- Discussion of the connection between this project and the upcoming comprehensive plan update



- Answers to questions



# Project Overview and Schedule

- Middle Housing grant program was authorized by the 2022 supplemental state budget
- Grant/project work is focusing on:
  - Community engagement – focused on middle housing
  - Displacement and racial equity analysis – policy and code review
  - Menu of strategies that could encourage additional middle housing



# What is Middle Housing?



# Connection to the Comprehensive Plan Update

New requirements since Plan was last updated in 2014.

- Update will require planning for housing that is affordable to all income levels, including middle housing
- Conduct a racial equity analysis and establish anti-displacement policies to ensure there will be no net displacement.

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1220

Chapter 254, Laws of 2021  
(partial veto)

67th Legislature  
2021 Regular Session

EMERGENCY SHELTERS AND HOUSING—LOCAL PLANNING AND DEVELOPMENT

EFFECTIVE DATE: July 25, 2021

Passed by the House April 14, 2021  
Yeas 57 Nays 40

LAURIE JINKINS  
Speaker of the House of  
Representatives

Passed by the Senate April 10, 2021  
Yeas 25 Nays 24

DENNY HECK  
President of the Senate

Approved May 12, 2021 2:35 PM with  
the exception of section 7, which is  
vetoed.

JAY INSLEE  
Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the  
House of Representatives of the  
State of Washington, do hereby  
certify that the attached is  
ENGROSSED SECOND SUBSTITUTE HOUSE  
BILL 1220 as passed by the House of  
Representatives and the Senate on  
the dates hereon set forth.

BERNARD DEAN  
Chief Clerk

FILED  
May 12, 2021

Secretary of State  
State of Washington



# Public Engagement Objectives

Goal #1: Multiple interested groups in Snoqualmie are engaged in the project.

Goal #2: Snoqualmie community members who have been or are more vulnerable to racially disparate impacts, exclusion, and displacement are thoughtfully and inclusively involved.

Goal #3: Snoqualmie community members understand the connection between the Middle Housing Project and the Comprehensive Plan.

# Engagement Strategies

- City website
- Interviews with stakeholder groups
- City quarterly magazine insert
- Social media
- Tabling at events
- Tours of existing middle housing
- Provide resources and information to elected and appointed officials

# Menu of Strategies Approach

- Existing Conditions
  - Where Middle Housing currently exists in the city
  - Residential zones where it is not currently allowed
  - Reasons why middle housing is or is not being built
  - Land Capacity Analysis - Where is there capacity for additional residential growth?
- Menu of Strategies
  - Review current regulations for opportunities to encourage additional middle housing
  - Understand where and under what circumstances additional middle housing might fit the character of the community
  - Engagement will help inform the menu
  - Strategies may be considered as part of Comprehensive Plan update.

# Next Steps and Questions

- Roll out engagement tactics
- Project to be completed by June 30, 2023
- Questions

Thank you!



# Thank you

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