



MEDINA, WASHINGTON

AGENDA BILL

Monday, March 14, 2022

Subject: Permanent Supportive Housing and Transitional Housing

Category: Public Hearing

Staff Contact: Stephanie Keyser, Planning Manager

Summary

Recently adopted E2SHB 1220 (“Bill”; effective July 25, 2021) impacts cities in two ways: (1) it eliminates zoning barriers related to the provision of certain types of affordable, transitional, supportive and emergency housing in various zoning classifications; and (2) it requires cities to plan for and accommodate these housing types in their next Comprehensive Plan update to the extent applicable to their zoning classifications. Tonight’s Ordinance and Council action concerns and addresses only the first impact as to operation of permanent supportive housing facilities and transitional housing facilities.

Specific to Medina, the Bill requires cities to allow the development and operation of permanent supportive housing (PSH) facilities and transitional housing (TH) facilities in all land use zoning districts where residential dwellings and/or hotels are allowed. Medina does not allow hotels, but does allow residential dwellings in every zoning district. Thus, the State law requirements must be adopted and addressed in the Medina Municipal Code (which is tonight’s action), and later in Medina’s forthcoming Comprehensive Plan update. From the viewpoint of historical precedent, compliance with the Bill is similar to the late 1980’s when State laws were adopted requiring cities to accommodate adult family homes and adult day care homes.

PSH and TH facilities are not walk-up shelters. That type of service is aligned with emergency shelters which are not permitted in Medina. In addition, residents of PSH and TH facilities are pre-screened and referred by their caseworker—they are individuals who are already in the system receiving services and who are deemed capable of paying rent and abiding by a code-of-conduct that can result in eviction if not followed. The purpose of PSH facilities is to provide permanent housing, while the purpose of TH facilities is to enable their residents to subsequently move into permanent housing.

If a PSH or TH facility purchased property in Medina, it would need either to remodel the existing structure on the site or demolish it and rebuild. Both scenarios would require a complete building permit review, analysis and decision, as well as compliance with the underlying zoning district in which it was located (e.g., compliance with setbacks, height, structural coverage, impervious surface coverage, noise, parking, stormwater connection, trees and all other zoning attributes). City staff is not aware of any non-profit or other organization that is considering Medina as a location to site a PSH or TH facility.

At its February 14th meeting, Council discussed the draft proposed amendments, asked questions, and gave direction to Staff. The draft presented tonight has been updated with minor

edits for clarification and incorporates new information conveyed to Staff by the Department of Commerce (Commerce) based on its review of the previous draft. The new information obtained from Commerce is summarized below:

- **Issue: Can Medina Reduce the Maximum Number of Residents in any Facility from 8 to 6?** Commerce agreed that it would be reasonable for Medina to reduce the maximum allowed number of residents for any PSH or TH facility to 6. The draft regulations presented tonight have been updated to reflect this.
- **Issue: Can Medina Set a 1,000-Foot Buffer to Keep PSH and TH Facilities Away From Schools?** The City cannot be more restrictive as to PSH and TH facilities than the City is with churches. RCW 35.21.915(1) provides that “A religious organization may host the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.” St. Thomas Church is on the same parcel as St. Thomas School, and the Church is allowed to host the homeless per the statute just cited; there is no buffer separating it from the School. In addition, adult family (i.e., group) homes and family day cares are also allowed in Medina without any kind of buffer. For these reasons, no buffer is proposed in the draft regulations.
- **Issue: When Will Medina Know How Many PSH/TH Facilities it Must Plan For?** This question arises under amended RCW 36.70A.070(2)(a)(ii) and pertains in large part to the future comprehensive planning aspect of this topic. Staff believes it will likely take until September for Commerce to complete its determination of each county’s housing need, whereupon it will be up to each county to assign to the cities in their jurisdiction the sufficient number of facilities needed to accommodate each city’s projected housing need.

Commerce also commented on the ½ mile distance between PSH and TH facilities that was included in the first set of draft regulations. Commerce recommends removing this requirement from the draft regulations because many housing organizations operate both transitional and permanent supportive housing out of the same building. However, the Bill specifically allows cities to impose “reasonable occupancy, spacing and intensity of use requirements” between PSH and TH facilities within a city (this language is codified at RCW 35A.21.430). A ½ mile distance between facilities is consistent with PSH/TH regulations adopted by other jurisdictions. For these reasons, the ½ mile distance between facilities remains part of tonight’s proposed regulations.

Finally, the proposed draft code with minor amendments is still consistent with Planning Commission’s recommendation. Those amendments have been reviewed by the City Attorney’s Office and are in line with regulations in other jurisdictions.

Attachments:

1. Ordinance 1008 - Permanent Supportive Housing and Transitional Housing
2. Permanent Supportive FAQ’s
3. Good Neighbor Agreement Examples
 - a. Portland, Oregon – Findley Commons
 - b. Portland, Oregon – Transition Projects Shelter
 - c. Oregon – Homeless Leadership Coalition Good Neighbor Agreement Template
 - d. Bellevue, Washington – Congregations for the Homeless

Budget/Fiscal Impact: N/A

Recommendation: Adopt.

City Manager Approval: 

Proposed Council Motion: "I move to adopt Ordinance No. 1008."

Time Estimate: 45 minutes

Ordinance No. 1008

MEDINA CITY COUNCIL

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, AMENDING PORTIONS OF TITLE 16 OF THE MEDINA MUNICIPAL CODE INCLUDING MMC CHAPTERS 16.12, 16.21, AND 16.31 TO IMPLEMENT E2SHB 1220 AND ALLOW PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING FACILITIES IN ALL LAND USE DISTRICTS WHERE RESIDENTIAL DWELLINGS ARE ALLOWED AND MAKING OTHER RELATED CHANGES FOR CONFORMANCE AND CONSISTENCY WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2021, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1220 (E2SHB 1220, effective July 25, 2021), which requires Washington municipalities, including the City of Medina, to (1) implement, allow and regulate the development and operation of permanent supportive housing and transitional housing facilities in all land use districts where residential dwellings are allowed; and (2) to plan for and accommodate various affordable, supportive, transitional and other housing types in the next Comprehensive Plan update to the extent applicable in the municipality's zoning classifications; and

WHEREAS, the purpose of this Ordinance is to address the first topic above—development and operation of permanent supportive housing and transitional housing facilities in each of the City's zone districts where residential dwellings are allowed; and

WHEREAS, the City of Medina allows residential dwellings in each of the City's zoning districts; and

WHEREAS, existing Comprehensive Plan Goal H-G2 directs the City to explore affordable housing opportunities; and

WHEREAS, the Medina Planning Commission reviewed and evaluated proposed amendments to the Medina Municipal Code (MMC or Code) that would implement, allow and regulate the development and operation of permanent supportive housing and transitional housing in the City's residential land use districts; and

WHEREAS, the City published a legal notice in the Seattle Times on November 22, 2021 for a virtual public hearing before the Planning Commission to solicit and receive public testimony regarding the proposed amendments; and

WHEREAS, the Planning Commission duly held a public hearing on December 14, 2021 for that purpose; and

WHEREAS, after considering staff recommendations, hearing public comment and reviewing the record, the Planning Commission voted to recommend approval of proposed amendments to the City Council for review in 2022; and

WHEREAS, the City provided a Notice of Intent to Adopt code amendments required by E2SHB 1220 to the Washington State Department of Commerce (Commerce) in accordance with RCW 36.70A.106 and MMC 16.81.070 on December 17, 2021; and

WHEREAS, a State Environmental Policy Act (SEPA) environmental checklist was prepared for the proposed amendments and a Determination of Non-Significance (DNS) was issued thereon on December 20, 2021; and

WHEREAS, the City Council duly held two public meetings to consider and review the proposed amendments; and

WHEREAS, the City published a legal notice in the Seattle Times on February 17, 2022 for a virtual public hearing on March 14, 2022 before the Medina City Council to solicit and receive additional public testimony regarding the Planning Commission's recommendation on the proposed amendments and additional changes and amendments thereto; and

WHEREAS, the City Council has considered and reviewed the proposed amendments, City Staff recommendations, and public testimony, and hereby finds that the amendments reflected and set forth herein are consistent with the requirements of E2SHB 1220 and the Medina Comprehensive Plan, will enhance the public health, safety and welfare, and will advance the public interest; and

WHEREAS, the City Council therefore desires to amend the existing MMC sections and chapters as set forth in this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council adopts the foregoing recitals as its findings and conclusions concerning the matters described therein, also intending thereby to provide a record of the facts, issues, and process involved in this consideration.

Section 2. Amendment to MMC Section 16.12.170. Section 16.12.170 of the Medina Municipal Code is amended to read as follows:

16.12.170 "P" definitions.

"Parcel." See definition of "lot."

"Park, public" means a natural, landscaped, or developed area, which may or may not contain structures, that is provided by a unit of government to meet the active or passive, outdoor or indoor, recreational needs of people.

"Parking area" means any area designed and/or used for parking vehicles and other motorized transportation.

"Parking space" means an area which is improved, maintained and used for the sole purpose of temporarily accommodating a motor vehicle that is not in use.

“Parties of record” means:

1. The applicant and any appellant;
2. The property owner, if different than the applicant;
3. The city;
4. Any person or public agency who individually submitted written comments to the city prior to the closing of the comment period provided in a legal notice;
5. Any person or public agency who individually submitted written comments for or testified at a predecision hearing;
6. Any person or public agency who submitted to the city a written request to specifically receive the notice of decision or to be included as a party of record prior to the closing of an open-record predecision hearing.
7. A party of record does not include a person who has only signed a petition. (See MMC 16.80.160.)

“Patio” means a hard surfaced area of the ground beyond a building designed, established and/or installed to provide for outdoor living, cooking and recreation, some sides of which are open and which may or may not have a permanent overhead covering.

“Penthouse, stair and elevator” means an enclosed structure on or above the roof of any part of a building, which is designed or used for ingress and egress by means of stairs or an elevator.

“Permanent supportive housing” means one or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

“Permeable interlocking concrete pavements (PICP)” means a type of permeable pavement made with manufactured modular concrete paving units. Pavements constructed with these pavers create joints that are filled with permeable aggregates and installed on an open-graded bedding course to allow water to infiltrate.

“Permeable pavement” means a low impact development best management practice consisting of paving material which is designed to allow passage of water through the pavement section. It often includes an aggregate base that provides structural support and acts as a stormwater reservoir.

“Permit fee” means a payment of money imposed upon development as a condition of application for or approval of development to cover the costs of processing applications, inspecting and reviewing plans or other information required to be submitted for purpose of evaluating an application, or inspecting or monitoring development activity.

“Person” means, as used in this title, any individual, partnership, association, corporation, unit of government or any other legal entity.

“Personal wireless service facilities” means the same as that phrase is given meaning pursuant to 47 U.S.C. 332(c)(7)(C)(ii).

“Personal wireless services” means the same as that phrase is given meaning pursuant to 47 U.S.C. 332(c)(7)(C)(i).

“Pervious concrete” means a type of permeable pavement made with a rigid pavement similar to conventional concrete with the fine material reduced to form voids between the aggregate and allow water to infiltrate.

“Planned land use development (PLUD)” means the provisions for varying zoning requirements adopted by Ordinance No. 213 and repealed by Ordinance No. 435.

“Plantable area, right-of-way” means the pervious surface portion of the city’s street rights-of-way located between the street surface edge and the adjoining property line. The plantable area also includes the area of any planting strip between the existing sidewalk or pathway and the edge of the street. The plantable area excludes the sidewalk and driveways.

“Planting bed boxes, raised” means a series of walls fit closely together, without a cover, each wall one foot wide or less, used to frame soils elevated above the finished grade for growing plants and built of timber, stone, brick, concrete and similar types of framing materials.

“Plat” means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

“Plat certificate” means a title report or subdivision guarantee that is prepared by a title company for the property contained in a proposed short subdivision, subdivision or binding site plan, to include, as a minimum, all owners of record, easements and encumbrances affecting said property.

“Plat, final” means the final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and Chapter 58.17 RCW.

“Plat, preliminary” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements consistent with the requirements of this chapter. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision or short subdivision.

“Plat, short” means the map or representation of a short subdivision.

“Ponds” means areas of open water fed by springs, or fed by natural and enhanced drainage ways, which are so intrinsically associated with a wetland, stream or natural watercourse as to merit protection under the provisions of this chapter.

“Porch” means a structure abutting a main wall of a building having a roof, but with walls that are generally open and unenclosed and with direct access to or from a building. An uncovered porch is similar to an uncovered deck, but provides main access to or from a building. (See “deck” and “veranda.”)

“Porous asphalt” means a type of permeable pavement made with a flexible pavement similar to standard asphalt that uses a bituminous binder with the fine material reduced to form voids between the aggregate and allow water to infiltrate.

“Practical alternative” means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and having fewer impacts to critical areas.

“Premises” means the same as the definition in MMC 8.04.010(D).

“Priority habitat” means habitat type or elements with unique or significant value to one or more species as classified by the Department of Fish and Wildlife. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element (WAC 173-26-020(28)).

“Profit” means the value difference in what a building or structure is worth as a result of improvements made to the building or structure, and the cost of replacement of the building or structure. For the purpose of this chapter “profit” shall be an estimate.

“Project permit” or “project permit application” means any land use or environmental permit or license required from the city for a project action, including but not limited to building permits, subdivisions, conditional/special uses, shoreline permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan, tree removal permits, and right-of-way permits, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations.

“Property line” means the legal boundary of a parcel of land.

“Property line, front” means, unless otherwise set forth in this title, the property line contiguous with the street right-of-way.

“Property line, rear” means, unless otherwise set forth in this title, any property line other than the front property line which is parallel to the front property line or within 45 degrees of being parallel to the front property line.

“Property line, side” means any property line that is not a front or rear property line.

“Pruning” means the selective removal of branches and/or trunks following ANSI standards for safety, health, structure, shape, and aesthetics. This definition includes trimming. Except where approved by the city arborist to reduce a hazard, pruning shall be consistent with one of the following methods:

1. Clean: Cleaning a tree shall consist of pruning to remove one or more nonbeneficial parts: dead, diseased, and/or broken branches;
2. Raise: Selective pruning to provide vertical clearance;
3. Reduce: Selective pruning to decrease the height and/or spread of a tree and shall not reduce the foliage crown by more than 25 percent annually (this method is employed to minimize risk of failure, balance the canopy, height and spread reduction, utility clearance or to improve tree aesthetics); or
4. Thin: Selective pruning to reduce the density of small live branches typically in the 10 to 15 percent range of the foliage crown, but not exceeding 25 percent annually.

“Pruning, hazard” means removing hazardous branches throughout a canopy, or in a clearly specified area of the canopy where safety considerations are paramount. Such branches may be broken, exceedingly weighted, or cracked.

“Public meeting” means an informal meeting, hearing, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the city’s decision. A public meeting does not include an open-record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the city’s project permit application file.

“Public safety use” means police, fire and similar emergency services provided by a public entity.

Section 3. Amendment to MMC Section 16.12.210. Section 16.12.210 of the Medina Municipal Code is amended to read as follows:

16.12.210 “T” definitions.

“Target,” when used for assessing hazard trees, means people, property or activities that could be injured, damaged, or disrupted by a tree.

“Target, likelihood of impact” means the chance of a target being impacted by a failed part of a tree. The likelihood of impacting a target can be categorized as follows:

1. Very low: the chance of the failed tree or branch impacting the specific target is remote;
2. Low: it is not likely that the failed tree or branch will impact the target;
3. Medium: the failed tree or branch may or may not impact the target, with nearly equal likelihood; or
4. High: the failed tree or branch will most likely impact the target.

In evaluating the likelihood of impacting a target, the occupancy rate of the target and any factors that could affect the failed tree as it falls towards the target shall be used in determining the likelihood of impact.

“Temporary public facility” means a land use and/or facilities owned, operated, and maintained temporarily by a city government agency, a public or nonprofit school, or religious organization.

“Terrace” means a level platform or shelf of earth supported on one or more faces by a wall, bank of turf, stable inclined grades, or the like.

“Title report” means the written analysis of the status of title to real property, including a property description, names of titleholders and how title is held (joint tenancy, etc.), encumbrances (mortgages, liens, deeds of trusts, recorded judgments), and real property taxes due.

“Tract” means an extended area of land reserved exclusively for a special use such as open space, surface water retention, utilities, or access. Tracts reserved for a special use are not considered building sites.

“Transitional housing” means one or more dwelling units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than twenty-four months, or longer if the program is limited to tenants within a specified age range or the program is intended for tenants in need of time to complete and transition from educational or training or service programs.

“Treasurer, county” means the person defined in Chapter 36.40 RCW, or the office of the person assigned such duties under the King County Charter.

“Treatment best management practice” means a facility designed to remove pollutants contained in stormwater. Some methods of pollutant removal include sedimentation/settling, filtration, plant uptake, and bacterial decomposition. Treatment BMPs include, but are not limited to: vegetated filter strips, oil and water separators, biofiltration swales, and linear sand filters. Further information can be found in the stormwater manual adopted under MMC 13.06.020.

“Tree” means a self-supporting woody perennial plant, excluding a bush or shrub.

“Tree, dead” means a tree that is no longer alive, has been removed beyond repair, or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs or branches exists to sustain life) and has been determined to be in such a state by a certified arborist during a nondormant or other natural stage of the tree that would minimize the likelihood that the tree would be mistakenly identified as being in such a dead state.

“Tree, hedge” means a row of smaller trees planted close together and growing in a dense continuous line 20 feet in length or longer that form a thicket barrier.

“Tree protection zone” means area identified by the director in which no soil disturbances are permitted and activities are restricted.

“Tree, right-of-way” means a tree with at least two-thirds of its trunk diameter on public right-of-way.

“Tree risk” means the combination of the likelihood of an event and the severity of the potential consequences. In the context of trees, risk is the likelihood of a conflict or tree failure occurring and affecting a target and the severity of the associated consequences: personal injury, property damage, or disruption of activities. Risk is evaluated by categorizing or quantifying both the likelihood (probability) of occurrence and the severity of the consequences.

“Tree species” means group of trees that resemble each other closely and interbreed freely.

“Tree topping” means an inappropriate technique to reduce tree size that cuts through a stem more than two years old at an indiscriminate location.

“Truck gardening” means the same as “market gardens,” which is the small-scale production of fruits, vegetables and flowers, frequently sold directly to consumers.

Section 4. Amendment to MMC Section 16.21.030. Section 16.21.030 of the Medina Municipal Code is amended to read as follows:

16.21.030 Use table.

Table 16.21.030 establishes those uses which are permitted, those uses subject to specific development standards, and those uses requiring special approval and that are prohibited within each zoning district.

Table 16.21.030: Land Use Table

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Residential Uses						
Accessory Dwelling Units	P	P	P	P	P	P
Accessory Recreational Facilities	A	A	A	A	A	A
Accessory Recreational Facilities – Minor	L	L	L	L	L	L
Accessory Uses – On-Site	P	P	P	P	P	P
Accessory Uses – Off-Site	L	L	L	L	L	L
Adult Family Home	L	L	L	L	L	L
Detached, Single-Family Dwelling	P	P	P	P	P	P
Family Day Care Home	L	L	L	L	L	L
Manufactured Home	L	L	L	L	L	L
<u>Permanent Supportive Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
<u>Transitional Housing</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>
Nonresidential Uses						
Automobile Service Station					L	
Automobile Mechanical Repair					L	
Commercial Horticulture/Truck Gardening/Agriculture, Excluding the Raising of Animals				L		
Clubhouse – Public/Private		SU				SU
Golf Course		SU				SU

Uses	R-16 Zone	R-20 Zone	R-30 Zone	SR-30 Zone	NA Zone	Public Zone
Historical Use	H				H	
Home Business	L	L	L	L	P	P
Public and Institutional Uses						
City Government Facilities						CU
Post Office						SU
Public Safety						CU
Public Park	P	P	P	P	P	P
Electrical Power and Utility Substation	SU	SU	SU	SU	SU	SU
Accessory Recreational Facilities – Public	P	P	P	P	P	P
Religious Facility	SU	SU	SU	SU	SU	SU
School – Public/Private (Preschool to Grade 12)						SU
Temporary City Government Facilities	L	L	L	L	P	P
Wireless Communication Facilities	SU	SU		SU	SU	SU
Shoreline Uses						
See Chapter 16.62 MMC for a list of uses within the shoreline jurisdiction.						
*See MMC 16.21.020 for explanation of “P,” “L,” “A,” “SU,” “CU,” and “H.”						

Section 5. Amendment to MMC Chapter 16.31. Chapter 16.31 of the Medina Municipal Code is amended to add new Section 16.31.060 and read as follows:

Chapter 16.31

LIMITED USES

Sections:

- 16.31.010 Home business.
- 16.31.020 Adult family homes and family day care homes.
- 16.31.030 Manufactured homes and trailers.
- 16.31.040 Automobile-related service uses.
- 16.31.050 Commercial horticulture, truck gardening, and agriculture uses.
- 16.31.060 Permanent supportive housing and transitional housing facilities.

16.31.010. Home business.

- A. *Permissive use.* A home business is permitted within a single-family dwelling provided it meets all the standards and requirements of this section. Home business is defined in MMC 16.12.090. Activities not able to meet all the standards and requirements of this section may be performed in non-residential zone districts of the city if otherwise allowed under the MMC.
- B. *Standards.* Every home business shall meet the following standards:
1. The home business shall be clearly incidental and secondary to the use and function of the single-family dwelling as a residence.
 2. All external indications of or impacts from a home business shall be compatible with the residential character and nature of the neighborhood.
 3. The home business shall not cause or result in material changes in neighborhood safety, traffic, number or frequency of vehicle trips, parking demand or parking requirements.
 4. The following are prohibited in connection with a home business: signs; noise; smoke or odors detectable outside the dwelling; retail trade; pickup and delivery; external structure modifications; and exterior lighting.
- C. *Requirements.* Every home business shall meet the following requirements:
1. The home business shall be located and operated wholly within the single-family dwelling.
 2. No more than one person may be employed who is not a family member residing in the residence.
 3. Any employee, client(s) and family members shall use off-street parking exclusively.
 4. Not more than two vehicles owned or operated by an employee and/or a client shall be parked on the premises at any time.
 5. All required local, regional, state, and federal permits and licenses shall have been obtained and shall be current and valid.
 6. All required permits and authorizations for the dwelling structure and other attributes of the property and premises shall have been issued by the city and be in current compliance with the Medina Municipal Code.
- D. *Exclusions.* The following activities are not allowed as a home business:
1. Storage, receipt or transfer of equipment, materials, and commodities.
 2. Stables, kennels, or husbandry of animals; any activities involving any exotic animal or farm animal; activities that are not permitted by MMC chapter 6.04.
 3. Agriculture farming and sales activities.
 4. Vehicle repair, automobile detailing or automotive servicing activities.
 5. Production or storage of any hazardous waste or substance.
 6. Any nonconforming use, however or whenever established.

7. Any activity that is prohibited by the Medina Municipal Code.
- E. *Enforcement.* Pursuant to MMC 16.10.040 and 16.10.050, the director shall apply the provisions of this section to the activities of a home business whenever necessary or appropriate to determine whether the home business meets the requirements and standards of the Medina Municipal Code, and shall issue findings and a decision thereon.

16.31.020. Adult family homes and family day care homes.

- A. Adult family homes are a permitted use in any zone allowing a single-family dwelling provided the adult family home complies with underlying zoning requirements and the requirements set forth in Chapter 70.128 RCW.
- B. Family day care homes are a permitted use in any zone allowing a single-family dwelling provided they have obtained a permit for operation from the city. Permits shall be issued by the city, at no cost, upon proof that the family day care home has obtained all necessary licenses and approvals from the state to operate such a facility.

16.31.030. Manufactured homes and trailers.

- A. Manufactured homes are permitted pursuant to RCW 35A.21.312 provided:
 1. At the time of installation, the manufactured home is new;
 2. The manufactured home is placed upon a permanent foundation, as specified by the manufacturer, and that the space from the bottom of the home to the ground be enclosed by concrete or an approved concrete product which can be either load bearing or decorative;
 3. The manufactured home shall comply with all zoning requirements such as structural coverage, lot area, setbacks, and height;
 4. The manufactured home is thermally equivalent to the State Energy Code; and
 5. The manufactured home meets all other requirements for a designated manufactured home as defined in RCW 35.63.160.
- B. Trailers for temporary occupancy. The owner of a parcel of land where no single-family dwelling is situated may occupy one trailer as a temporary dwelling during the construction of a new dwelling thereon provided:
 1. A valid building permit for construction of a single-family dwelling has been issued and a good faith effort is being made to start construction of said dwelling immediately, and work is pursued with diligence;
 2. The trailer is located in a manner so as to not in any way impede egress or ingress to people traveling over joint roads or easements to other properties;
 3. All city and state regulations relating to sanitation, garbage and trash disposal, water and other utilities are met to the satisfaction of the city;
 4. A temporary use permit is issued pursuant to MMC 16.70.060; and
 5. The trailer does not reduce the number of parking spaces below three required for construction vehicles.

- C. Construction trailers erected during the construction phase of a project are allowed provided the trailer is removed prior to the completion of the project. Construction trailers may be located within zoning setback areas provided they are screened from abutting properties; however, they are not allowed within shoreline setback areas.

16.31.040. Automobile-related service uses.

This section establishes the development criteria that apply to automobile-related service uses, including accessory uses.

- A. The minimum setbacks for buildings and structures shall be as follows:
 - 1. From front property lines: 30 feet;
 - 2. From rear property lines: 30 feet;
 - 3. From side property lines: 15 feet, except where the lot abuts a residentially zoned property, then the minimum setback shall be 30 feet.
- B. Requirements for parking.
 - 1. Minimum off-street parking shall be provided as follows:
 - a. One space for each employee on duty at any time; plus
 - b. One space for each 1,000 square feet of the gross floor area of the principal building; and
 - c. Six spaces for vehicle storage, which may be covered or uncovered;
 - 2. At least one additional off-street parking space per building shall be provided and designated as a load/unload area;
 - 3. Design standards for parking spaces:
 - a. Spaces may be covered or uncovered;
 - b. Minimum 250 square feet of surface area per parking space;
 - c. Spaces shall be improved with an all-weather surface such as asphalt or concrete, but not gravel, and shall include facilities for surface water runoff;
 - d. Spaces shall be arranged and marked in a manner that does not impede access to the lot;
 - e. For parking design requirements, refer to Chapter 16.39 MMC, Parking.
- C. Minimum landscaping and screening requirements.
 - 1. Where the automobile-related service use abuts along residentially zoned property, either a six-foot in height fence, or solid landscape screening pursuant to MMC 16.30.070 shall be installed such that the service is concealed year-round from the abutting residential lots;
 - 2. Where the automobile-related service use abuts public street right-of-way, the following shall apply:
 - a. At least 30 percent of the frontage abutting the street shall be vegetated with plantings including shrubs and undergrowth plantings; and
 - b. Frontage plantings shall comprise a minimum of 60 percent native vegetation, or well-adapted drought-tolerant vegetation where site conditions are appropriate for establishment and long-term survival; and
 - c. The height of the vegetation shall be maintained in a manner that does not obscure clear views for traffic safety.
- D. Access requirements.

1. Access to an automobile-related services use shall be restricted to marked driveways at locations approved by the city engineer as appropriate to ensure safe and efficient traffic movement;
 2. Driveway entrances shall not exceed 35 feet in width for each 60 feet of street frontage.
- E. Allowances for signage shall be pursuant to MMC 16.30.020.
- F. Automobile storage is allowed; provided, that:
1. The use is accessory to a principal automobile-related service use on the same lot;
 2. The number of motor vehicles parked on the property shall be limited to what can be accommodated under cover or in marked off-street parking, or loading spaces;
 3. No motor vehicle shall be parked that is:
 - a. Exposed in a partly disassembled or significantly damaged condition;
 - b. Exposed for more than 30 days unless the exposure time is interrupted by periods of at least ten consecutive days; and
 - c. Parked, including trailers, for display to sell, rent, or as a prize.
- G. Operation and displays shall meet the following requirements:
1. All operation and displays, including those of merchandise, shall be within an approved structure, except those directly required to dispense gasoline, water, air, and motor oil;
 2. No accumulation of tires or other automotive materials outside approved structures is permitted; and
 3. Trade-inducing prizes shall be deemed merchandise.

16.31.050. Commercial horticulture, truck gardening, and agriculture uses.

This section establishes the development criteria that apply to commercial horticulture, truck gardening and agriculture uses, including accessory uses.

- A. Structures may include, but are not limited to, such uses as hot houses, greenhouses, storage sheds, heating plants, and similar accessory uses associated with horticulture, truck gardening, and agriculture uses.
- B. Agriculture uses shall exclude farm animals and exotic animals, and shall exclude using, keeping, harboring, breeding, raising or farming any animals, and shall exclude farming of marijuana including the growth of marijuana in a residential medical marijuana cooperative as described in RCW 69.51A.250 and defined in MMC 20.12.140, notwithstanding any state license or other recognition pursuant to RCW Title 69.
- C. Commercial horticulture, truck gardening, and agriculture uses shall exclude marijuana uses, as defined in MMC 16.12.140.
- D. Any retail sales activity arising out of the commercial horticulture, truck gardening and agriculture uses shall be limited to the sale of products, in season, grown upon the property.

16.31.060 Permanent supportive and transitional housing facilities.

Permanent supportive and transitional housing facilities are permitted uses in any zoning district allowing a single-family dwelling subject to the following criteria:

A. The number of permanent supportive and transitional housing facilities allowed on any given lot shall be no more than the number of standard dwelling units that would be allowed under MMC 16.21.060.

B. Permanent supportive and transitional housing facilities are limited to a maximum of six (6) residents at any one time, plus up to four resident staff.

C. Permanent supportive and transitional housing facilities must be a 24-hour-per-day facility where rooms or units are assigned to specific residents for the duration of their stay. Transitional housing facilities shall require a minimum length stay of 72-hours.

D. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the assigned residents and shall not be available for drop in or other use by non-residents.

E. No permanent supportive housing or transitional housing facility may be located within half a mile of another property that contains a permanent supportive housing or transitional housing facility, calculated as a radius from the property lines of the site.

F. Prior to the start of operation for a permanent supportive housing or transitional housing facility, an occupancy agreement shall be submitted to the City meeting the following requirements. The City shall review and determine that the occupancy agreement meets the following requirements to the City's satisfaction before approving the occupancy agreement.

1. Property owners and/or facility operators shall use and enforce the occupancy agreement approved by the City.
2. The occupancy agreement shall include but is not limited to the following:
 - a. Names and contact information for onsite staff. The facility operator shall notify the City of each staff change(s) within seventy-two (72) hours.
 - b. Description of the services to be provided onsite.
 - c. Description of the staffing plan including the following:
 - i. Number, function, and general schedule of staff supporting residents and operations
 - ii. Staff certification requirements
 - iii. Staff training programs
 - iv. Staff to resident ratios
 - v. Roles and responsibilities of all staff

- vi. The name and contact information for at least one organization member located off-site.
- d. Rules and/or code of conduct describing resident expectations and consequences for failing to comply. At minimum, the code of conduct shall be consistent with state law prohibitions and restrictions concerning the following:
 - i. Possession and use of illegal drugs onsite
 - ii. Threatening or unsafe behavior
 - iii. Possession and use of weapons
- e. A fire safety plan reviewed and approved by the Bellevue Fire Department confirming fire department access.
- f. A safety and security plan reviewed and approved by the Medina Police Department including protocols for response to the facility and to facility residents throughout the City. The safety and security plan shall establish a maximum number of permitted Medina Police Department response calls to the facility. Any Medina Police Department call(s) to the facility exceeding the maximum threshold established in the safety and security plan shall be considered a violation of this chapter and the facility operator will be fined in accordance with MMC 1.12.110.
- g. A plan for avoiding potential impacts on nearby residences including a proposed mitigation approach (for example, a *Good Neighbor Agreement Plan*) that addresses items such as noise, smoking areas, parking, security procedures, and litter.
- h. Description of eligibility for residency and resident referral process.

Section 6. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener and clerical errors, references, ordinance numbering, section/subsection numbering and any references thereto.

Section 7. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 8. Effective Date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after such publication.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 14TH DAY OF MARCH, 2022 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 14TH DAY OF MARCH, 2022.

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.:

Frequently Asked Questions¹: Permanent Supportive Housing and Transitional Housing Proposed Amendments

Background

Q: Why is the City amending the code?

A: In 2021, **E2SHB 1220** was signed by the Governor. This bill eliminated certain zoning barriers related to the provision of emergency housing. Specifically, *cities shall not prohibit transitional housing or permanent supportive housing in any zones in which residential units or hotels are allowed* (35A.21 RCW; 35.21 RCW). While Medina does not allow hotels, residential units (houses) are allowed in every zoning district.

Q: Must the City amend the code?

A: E2SHB 1220 amended the state code. Even if Medina chose not to adopt any amendments, these facilities are allowed in the city right now. At minimum, the City needs to update the use table ([MMC 16.21.030](#)) and add definitions. Although this provision is still new, staff has reviewed what other cities are doing (those that have already adopted something) and have proposed a new code section to provide protection for existing residents while not going beyond the intention of the new law.

Q: What is Permanent Supportive Housing and Transitional Housing?

A: Permanent Supportive Housing and Transitional Housing pairs subsidized housing with case management and supportive services. These programs are a proven solution to chronic homelessness. It has been shown to help people experiencing chronic homelessness not only achieve long-term housing stability, but also improve their health and well-being. These facilities have helped decrease the number of chronically homeless individuals nationally by eight percent since 2007. They offer wrap around services to foster housing stability, which may include case management, counseling, behavioral health supports, medical services, and meals; the types of services an individual receives will vary.

Q: What is the difference between these and homeless shelters?

A: Permanent Supportive Housing and Transitional Housing provide the safety and stability of a place to call home. Privacy. A door that locks. Their own bed to sleep in every night. A bathroom. A shower that doesn't require signing up for a time slot. Ready access to health and behavioral health treatment and services and a case manager to help navigate community systems. Studies show these elements create a base to begin to rebuild lives. Persons referred to these facilities will also have been screened and assessed to aid in their housing placement, and persons who are referred to housing have often undergone some amount of stabilization whereas persons

¹ This FAQ sheet is a combination of Medina-specific questions and information from King County's Health Through Housing FAQ

entering shelter may be coming directly from an institution like a hospital and will not always have been screened prior to seeking shelter.

General

Q: I've heard about what's happening in Kirkland with King County's purchase of La Quinta Inn. Is this going to happen in Medina?

A: It's helpful to remember that Kirkland is a larger, traditional city with residential, office, commercial, institutions, industrial, and parks zoning districts. To address chronic homelessness on a countywide scale, King County has been identifying potential properties for their Health Through Housing (HTH) program. They have specifically been looking at hotels because the hospitality industry was one of the hardest hit financially from COVID. The hospitality industry still has not rebounded and hotels are for sale at lower-than-normal prices. This has allowed King County to take advantage of the moment to acquire properties both for immediate use and as future development properties. Kirkland's La Quinta Inn is an existing structure that can quickly be renovated to meet the needs of King County's program. There are no existing hotels in Medina, nor can a hotel ever be built here.

Q: How many facilities will Medina be required to have?

A: While the law requires cities to site a sufficient number of permanent supportive housing and transitional housing, we don't know what Medina's number is yet. The Department of Commerce will establish county-wide totals, likely by fall of 2022. It will then be up to the county to assign each city their number.

Q: What will these facilities look like?

A: They are residential facilities, so they will look like a house. The zoning code will restrict the height, size, and setbacks of any facility.

Q: Can we require a 1,000-foot buffer away from schools?

A: It is again helpful to remember that the area of Medina is over four times smaller than Kirkland and over seven times smaller than Bellevue. Imposing a buffer of 1,000-feet severely limits the availability of siting one of these facilities, which would put the city at risk of being noncompliant with the state law. Additionally, the City is unable to be more restrictive with these facilities than with churches. [RCW 36.01.290](#) allows churches to host the homeless. St. Thomas Church is on the same lot as St. Thomas School; therefore, we cannot create a buffer that would be in violation of RCW 36.01.290.

Q: What about sex offenders, the mentally ill, and drug addicted?

A: There are already state requirements for sex offenders living within close proximity to schools. Mental illness and drug addiction are not limited to the homeless. Outside of what's already in the state law, cities are unable to place limitations on the type of individuals that reside in these facilities.

Q: Who would run these facilities?

A: Non-profit organizations

Q: Are you aware of any of these facilities that want to come into the City now?

A: No. The purpose of adopting this code is not only to be in conformance with the new state law, but to be proactive and have something in place in the event one of these facilities does come into the City. Just as adult family homes and family day care homes are permitted in Medina, now too are permanent supportive housing and transitional housing.

Resident Roles and Responsibilities

Q: What are the residents' responsibilities?

A: Each prospective resident receives an individual assessment prior to placement. Each resident must sign a code of conduct agreement, not dissimilar from a lease agreement in that it spells out the rules and obligations for tenancy. Each resident will pay a portion of their income, whether social security, disability, or veterans' benefits. Given that all tenants are very low-income, payment of a portion of their income represents a substantial investment in their housing.

Q: Will there be rules for behavior for residents?

A: Rules will vary by provider, but in general, these sites have a code of conduct that is agreed upon at the time of entry. Residents are required to comply with the terms of the agreement or risk eviction. These cover expectations for things such as rent responsibility, visitors, interpersonal behavior, etc. The rules are balanced with the recognition that people experiencing chronic homelessness will often require support as they transition into housing and adjust to a living situation with rules. The core principle behind housing first is that stable housing creates the foundation that makes it possible to address other needs.

Operations

Q: Is the onsite staffing plan?

A: The facilities will have 24/7 staffing. The actual staffing plan will be dependent upon the service provider but will include onsite case management and access to health and behavioral health treatment and services.

Q: How long can a resident stay?

A: Permanent Supportive Housing facilities have no limit on the length of stay while Transitional Housing facilities are limited to 24-months, however that may be extended if the program is limited to tenants of a specific age range, or the program is intended for tenants in need of time to complete and transition from educational or training services. There will be onsite services, including housing counseling, so that residents who are able and want to move-on to other permanent housing receive the support to do so, opening up their unit for another person to use.

Q: Will residents have restrictions on access to come and go from the facility?

A: These facilities are intended to be their home and they will come and go as anyone would from their own home. Access by non-residents of the facility may be limited or restricted by the operator's guest policy.

Q: What about guests or couch surfing?

A: Residents can invite family and friends to visit their home. There will likely be a guest policy in place however residents cannot invite others to move in. Staff will know who lives there and who does not. Only those who have been assessed and approved for residency will be allowed to live there.

Q: How will you keep residents and businesses safe?

A: Safety of residents and surrounding neighbors is critically important. Living unsheltered and outside is life-threatening, and one of the most important functions of these facilities is to bring at-risk and chronically homeless residents into safer places. To be clear, King County does not subscribe to stereotypes that depict persons experiencing homelessness as dangerous. Do some people who are homeless use or abuse substances? Yes, but so do millions of people across the country who struggle with addiction in the privacy of their own homes. The same is true for people experiencing a mental illness or living with some sort of life trauma. These challenges by no means are restricted only to those who are homeless. For these tenants, the expectation is that residents will abide by the code of conduct and if they can't or won't, they will have to leave.

Q: What will be enforcement strategies from illegal activities in units or the surrounding area?

A: The code of conduct pertains to the individual unit, the shared spaces in the housing project and the immediate vicinity of the housing site. Regarding the surrounding area, the onsite operator will be responsible for ensuring there are no illegal activities in the surrounding premises by residents. Failure to abide by the code of conduct and the rules governing the housing means the resident will lose their apartment. The Good Neighbor Agreement will also likely include some discussion around expectations for the surrounding area.

Q: What services will be provided to residents asked to leave/lose their apartments?

A: Transition services will be provided to any tenant needing a different housing or shelter option. The operator will work with the County to identify an appropriate alternative placement.

Q: Will there be security?

A: All facilities will have 24/7 staffing. Permanent supportive housing buildings elsewhere in the county all have staff awake, alert and on duty around-the-clock.

Q: Will drug and/or alcohol use be permitted in the individual units?

A: Substance use that is legal in anyone's home will be legal in these homes. The onsite agency staff will directly engage anyone exhibiting problem behaviors due to substance use and offer treatment services. The provider will have the goal of preserving housing stability while offering immediate access to treatment and clear direction as to what is and isn't acceptable behavior. However, anyone who is unable to abide by the code of conduct and continuously

disrupts housing for the other residents is at risk of expulsion. If that becomes necessary, case managers would work directly with the tenant to try to find a different housing situation that might be a better fit.

Q: Is this a safe injection site?

A: No. Permanent Supportive Housing and Transitional Housing facilities create homes; they are not safe injection sites.

Q: Are there background checks on the tenants in the facilities?

A: It is important to note that the individuals moving in to one of these facilities are all enrolled in the Homeless Management Information System (HMIS). Some will also be enrolled in the Veterans data system. Some will be enrolled in the Behavioral Health information system. They are not strangers to housing and human services. No one walks up and gets assigned a room and there are no walk-ins, ever. The assessment between case manager and prospective tenant will determine the most appropriate location. Any state or local laws, requirements, or restrictions in place for tenants in nearby houses in the same area will pertain to these facilities' residency as well. This would include sex offender registration and any exclusions to tenancy required in law. The goal is for the tenants to be successful in housing and for the housing to fit in the neighborhood.

Q: If the goal is to help people transition into stability, what is the pathway to this goal?

A: Housing stability is defined as not returning to homelessness. Therefore, if individuals move from chronic homelessness into these facilities, the program will have achieved success on that goal. As appropriate or as requested, onsite case managers will work with residents who want to move on to another type of housing once they have achieved improved health and stability. An example might be a person who stabilizes in a HTH hotel (such as what is being proposed in Kirkland) who wants to move to an apartment with a kitchen. As the program name emphasizes, access to healthcare is a key component of a person's overall health and wellness, and we know that people who do not have housing are profoundly challenged in accessing and benefiting from healthcare. This program will house people and then provide onsite and accessible services to help them gain health and stability.

Q: Do you anticipate a high turnover rate?

A: No, because this is creating homes, not shelter. For comparison, during 2020, according to the King County Regional Homelessness Authority System Performance data, 97 percent of households remained in permanent supportive housing.

Findley Commons Good Neighbor Agreement

1. Background

- a. This Good Neighbor Agreement (GNA or Agreement) was developed with the following parties/stakeholders: Joint Office of Homeless Services (JOHS), Do Good Multnomah (DGM), St. Mark's Evangelical Lutheran Church (SMELC) and South Tabor Neighborhood Association (STNA).
- b. The Good Neighbor Area is the area comprising the Findley Commons housing development (FC), located at the north end of the parking lot of the Saint Mark's Evangelical Lutheran Church, 5415 SE Powell Boulevard and the adjacent neighborhood encompassing Powell Boulevard to the south, Woodward Street to the north, 52nd Avenue to the west and 56th Avenue to the east. A map is included as part of this Agreement for reference.
- c. Findley Commons is a key component of the A Home for Everyone Strategy adopted by the Multnomah County Board of Commissioners & the City of Portland and implemented by the Joint Office of Homeless Services, with the goal of reducing homelessness in Multnomah County.
- d. Services at the FC will include permanent, supportive multi-dwelling residential housing for underserved Veterans, including Veterans of color, women, and extremely low-income Veterans, as well as on-site clinical, case management and peer support services staffed by at least four (4) full-time staff employees.
- e. Participants to this Agreement include the residents and staff of the FC and all nearby residential neighbors, including those represented by the STNA, and the staff and members of the SMELC. Any future tenant of the currently vacant adjacent business located at 5441 SE Powell (formerly An Dong Asian Market), also will be invited to be a participant to this Agreement.
- f. Participants in this Agreement may experience unintended impacts due to this housing development. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those impacts as well as to be good neighbors in support of residents and guests. However, this Agreement is not expected to resolve all issues facing the local community.
- g. Inherent in this Agreement is the assumption of certain basic rights. These include:
 - i. All residents, businesses, agencies, and property owners within the Good Neighbor Area (neighbors), residents, and FC staff have a right to personal

safety.

- ii. All neighbors, residents, and FC staff have a right to safe and quiet enjoyment of their properties and public spaces.
- iii. Participants in this Agreement specifically support the rights and success of residents to be safe, to access services, and to meet their basic needs.

h. Legal status of Agreement

- i. All participants are committed to maintaining the safety and livability of the area. It is to this end that all participants signing below enter into this Good Neighbor Agreement. All participants understand that this Agreement is NOT a legally binding contract and is not intended to be by the participants. Further, all participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

2. Goals

a. Participants hope to work together toward the following goals:

- i. Initiate and maintain open and transparent communications and understanding among the parties in order to be proactive and ready to respond if concerns arise.
- ii. Develop clear expectations and procedures for resolving problems.
- iii. Enhance neighborhood safety and livability and promote access to services.
- iv. Foster positive relationships between residents and staff of FC and its neighbors, either directly or through the STNA.
- v. Welcome people into the community.

3. All-party agreements

- a. Participate in the Agreement**
- b. Jointly and directly address immediate issues that arise in the Good Neighbor area as quickly as possible through collaborative problem-solving. The first line of communication will be one-on-one via in-person conversation, telephone call, or**

email with the designated FC point of contact as noted in section 7.a below.

- c. Maintain and enhance the good working relationships that already exist between the JOHS, DGM, and community members.
- d. Use and promote direct, respectful, and civil communication.
- e. Encourage a sense of safety, welcome, and investment in the neighborhood.
- f. Report suspected criminal or suspicious activity occurring on FC property to the DGM contact person on duty, unless the situation involves an emergency that poses an immediate threat to public safety, in which case call 911.
- g. Report suspected criminal or suspicious activity within the Good Neighbor Area to either the police non-emergency number or 911 if the situation involves an emergency that poses an immediate threat to public safety. If the source of the problem is a person who appears to be in mental distress, is intoxicated or drug affected, is without an apparent weapon, is not behaving violently or threatening violence to others or is suicidal, consider requesting assistance from Portland's Street Response Team, if available.

4. Do Good Multnomah agreements

- a. Provide adequate services, staffing and property management support for residents of Findley Commons seven (7) days a week.
- b. Provide participants in this Agreement with updated contact information if there are any changes to key staff or organizational leadership.
- c. Establish and maintain a 24/7 phone number that community members can use to directly communicate questions and/or concerns relating to Findley Commons.
- d. Provide residents of Findley Commons with access to supportive services to help support and educate residents on tenant rights and following lease and Good Neighbor Agreement expectations. Work with neighbors, STNA, residents and property management to address any issues affecting the Good Neighbor Area.
- e. Encourage residents to be good neighbors by keeping the FC property free from litter.
 - i. Provide education and resources to FC residents to prevent littering and encourage recycling as much as possible.

services provided there.

- ii. Advise residents of the GNA and its intention to provide a framework for positive relationships between FC and nearby neighbors.
 - iii. Create opportunities for FC residents to provide feedback and changes to the GNA.
 - iv. Encourage FC residents to attend STNA meetings.
- k. Encourage FC staff to build connections and working relationships with neighbors.
- i. Attend the monthly meetings of the South Tabor Neighborhood Association.
 - ii. Host occasional neighborhood events, such as an open house.
- l. Provide regular updates to neighbors on the successes, status, and volunteer opportunities available at Findley Commons.

5. Joint Office of Homeless Services agreements

- a. Ensure that FC is run in full accordance with all relevant federal, state, and local laws, regulations, and policies.
- b. Ensure DGM is held to the standards outlined in its contract with the Joint Office of Homeless Services.
- c. Provide mediation resources when necessary, in accordance with Section 7 of this agreement.

6. South Tabor Neighborhood Association agreements

- a. Serve as a point of contact for residents of the South Tabor neighborhood for questions and concerns that arise from Findley Commons.
- b. Serve as a point of contact for FC residents to address questions and concerns related to the Good Neighbor Area.
- c. Direct in an efficient and timely way the questions and/or comments received by community members to relevant parties and ensure those questions/comments are followed up on in a timely manner.

- d. Inform appropriate representatives of FC and DGM of the dates/times of its regular meetings and invite them to attend said meetings.

7. Communication structure

- a. Any issues, questions, or concerns arising from FC shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the designated FC point of contact. For issues of immediate concern, a substantive response should be expected within 48 hours after initial contact is made.
- b. Any issue, question, or concern that cannot be addressed or resolved within two (2) weeks shall be brought to the attention of DGM's Director of Housing by the manager of Findley Commons.
- c. After the notification outlined in Section 7(b), if any issue, question, or concern cannot be addressed or resolved within two (2) weeks, it shall be brought to the attention of the contract manager at JOHS by the Director of Housing.
- d. After the notification outlined in Section 7(c) if any issue, question, or concern cannot be addressed or resolved within two (2) weeks, the JOHS shall make arrangements for a third-party mediation program and sustain that program until the issue, question, or concern is resolved.

8. Administration

- a. The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services
- b. Changes to this Good Neighbor Agreement may be made by consensus of all interested parties/stakeholders. The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA.
- c. Any change in the Findley Commons' service provider shall necessitate a review and/or renewal of this GNA.
- d. The JOHS shall maintain up-to-date contact information for all signatories of this GNA. All signatories of this GNA shall be responsible for ensuring the JOHS is informed of any changes to leadership or contact information in their organization.

- e. This Good Neighbor Agreement will begin upon the opening of the Findley Commons and will remain in effect until the closure of the Findley Commons or until all participants reach consensus to dissolve this Good Neighbor Agreement.

Exhibits Attached:

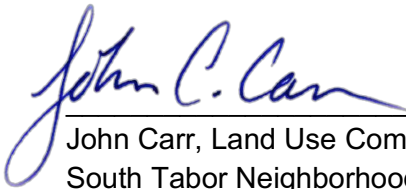
1. Map of Good Neighbor Area
2. Findley Commons Site Design Plans
3. List of Parties Involved in GNA Negotiations

DocuSigned by:

Chris Aiosa

1/20/2022

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Chris Aiosa, Executive Director
Do Good Multnomah



1/20/2022

John Carr, Land Use Committee Chair
South Tabor Neighborhood Association (STNA)

DocuSigned by:

Jeanne Anderson

1/23/2022

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Jeanne Anderson, Council President
St. Mark's Evangelical Lutheran Church

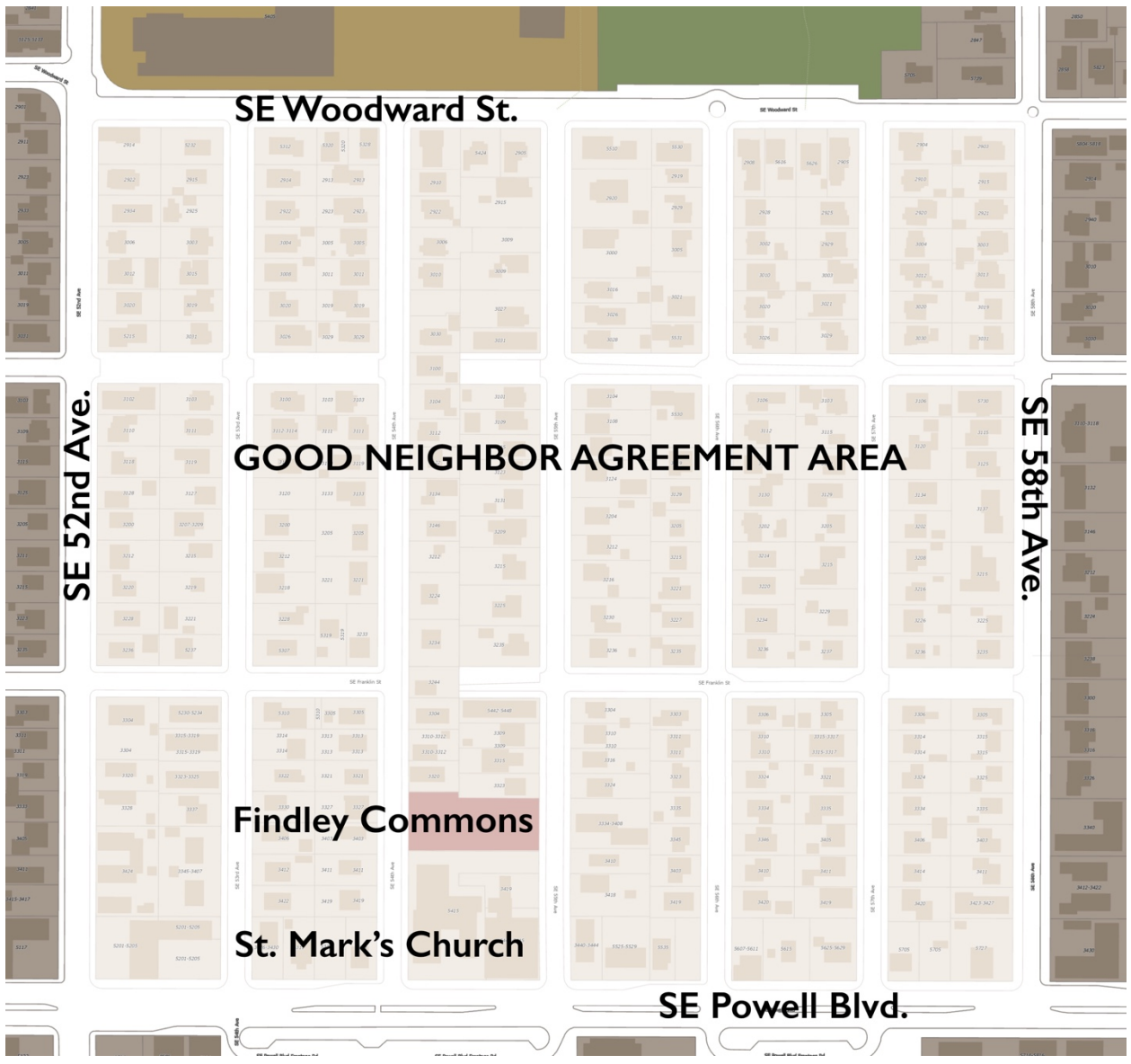
DocuSigned by:

Christopher Sage

1/24/2022

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Christopher Sage
Joint Office of Homeless Services

ADDENDUM #1: Map of Good Neighbor Area



ADDENDUM #3: Parties Involved in GNA Negotiations

Chris Aiosa, Executive Director, Do Good Multnomah
caiosa@dogoodmultnomah.org

Jess Gibly, Director of Permanent Supportive Housing, Do Good Multnomah
jgibly@dogoodmultnomah.org

Ben Pray, Owner & Financing Director, HomeFirst Development Partners
ben@hfdpartners.com

John Carr, Land Use Chair, South Tabor Neighborhood Association
jcarrpdx@gmail.com

Joanne Austin, Member, South Tabor Neighborhood Association
mojont@comcast.net

Kristin Heying, Member, South Tabor Neighborhood Association
kristinheyng@gmail.com

Jeanne Anderson, Board Member, St. Mark's Evangelical Lutheran Church
whjeanne@gmail.com

Good Neighbor Agreement

Transition Projects Shelter - 6144 SE Foster Road

1. Background

- a. This Good Neighbor Agreement (GNA or Agreement) was developed by the Foster Steering Committee and in partnership with the following stakeholders (participants): Joint Office of Homeless Services (JOHS), Transition Projects [as shelter provider] (TPI), Portland Police Bureau (PPB), SE Uplift, Mt. Scott-Arleta Neighborhood Association (MSANA), Mount Scott Learning Center (MSLC), 7-11, Assembly Brewing Company, and the Foster Area Business Association (FABA).
- b. The boundaries of this agreement (GNA Area) are all spaces within 1000 feet of the shelter site (located at 6144 SE Foster Rd).
 - i. A map of the GNA area shall be included as an addendum to this GNA.
- c. The Foster Shelter (shelter or facility) is a key component of the A Home for Everyone Strategy adopted by the Multnomah County Board of Commissioners & the City of Portland and implemented by the Joint Office of Homeless Services, with the goal of reducing homelessness in Multnomah County.
- d. The shelter has been developed with input and advice provided by the Foster Shelter Steering Committee, a body made up of neighbors, nearby businesses, local nonprofits, and other key stakeholders.
- e. Services at this facility will include: shelter for people experiencing homelessness with on-site services designed to help transition guests to permanent housing.
- f. Participants to this Agreement include: businesses and residential neighbors living around the shelter site {as represented by their neighborhood association, business association, neighborhood coalition,

- or other specified representative} (neighbors); JOHS (funder); TPI (shelter provider); PPB; guests of the shelter (guests); and staff of the facility.
- g. Participants to this Agreement may experience unintended impacts due to this facility. The purpose of this Agreement is to identify ways for community stakeholders to work together to address those impacts as well as to be good neighbors in support of residents and guests. However, this agreement is not expected to resolve all issues facing the local community.
 - h. Inherent in this Agreement is the assumption of certain basic rights. These include:
 - i. All residents, businesses, agencies, and property owners within the Good Neighbor Area (neighbors), guests, and facility staff have a right to personal safety.
 - ii. All neighbors, guests, and facility staff have a right to safe and quiet enjoyment of their properties and public spaces.
 - iii. Participants in this agreement specifically support the rights and success of guests to be safe, to access services, and to meet their basic needs.
 - i. **LEGAL STATUS OF AGREEMENT**
 - i. All participants are committed to maintaining the safety and livability of the area. It is to this end that all participants signing below enter into this Good Neighbor Agreement. All participants understand that this Agreement is NOT a legally binding contract and is not intended to be by the participants. Further, all participants acknowledge that they have been advised and given time to present this document to independent counsel for review.

2. Goals

- a. Participants hope to work together toward the following goals:

- i. Initiate and maintain open and transparent communications and understanding among the parties in order to be proactive and ready to respond if concerns arise.
- ii. Develop clear expectations and procedures for resolving problems.
- iii. Enhance neighborhood safety and livability and promote access to services. Such opportunities may include:
 1. Fostering positive relationships between the shelter and neighbors and.
 2. Reduce crime and the fear of crime in the neighborhood.
 3. Prioritize outreach to individuals experiencing homelessness who are referred to the designated point of contact for the shelter by signatories to this GNA.

3. All-party agreements

- a. All participants agree to:
 - i. Participate in the agreement.
 - ii. Participate in collaborative problem solving around issues that arise in the Good Neighbor Area.
 - iii. Maintain and enhance the good working relationships that already exist between the JOHS, TPI, and community members.
 - iv. Use and promote direct, respectful, and civil communication.
 - v. Encourage a sense of safety, welcome, and investment in the neighborhood.
 - vi. Report crime and suspicious activity in the neighborhood to the police.
 - vii. Jointly and directly resolve problems as quickly as possible. The first line of communication will be one-on-one via in-person conversation, telephone call, or email.

1. Provide participants in this agreement with updated contact information if there are any changes to key staff or organizational leadership.
2. Use the communication procedures outlined in section 13 whenever further planning, problem solving, or conflict resolution are necessary.

4. TPI agreements

- a. Transition Projects agrees to:
 - i. Provide adequate services and staffing support 24/7 for guests of the shelter.
 - ii. Establish and maintain a 24/7 shelter phone number which community members can use to directly communicate questions and/or concerns relating to the shelter.
 - iii. Field questions and concerns brought to shelter staff by neighbors, guests, or other members of the public.
 - iv. Establish clear expectations and rules for shelter guests.
 1. A copy of TPI's code of conduct shall be attached as an addendum to this GNA.
 - v. Clearly articulate to shelter guests that the Mount Scott Learning Center is a school, not a church; and that it is private property and guests, and members of the general public, should not be on that property without permission.
 - vi. Promote guest and community safety.
 1. Hold shelter guests responsible for their actions, including exclusion from services. In some cases, depending on the severity of the situation, a person may be excluded from multiple programs or from the entire shelter for up to six months.

2. When an individual is excluded from the program, provide them with assistance to the fullest extent possible in locating other shelters and services, as well as provide the individual with a bus ticket to those services.
 3. Encourage guests to be good neighbors by accessing the shelter via approved and legal crosswalks and sidewalks without jaywalking or trespassing on or through neighborhood property or rights of way. Provide visual aids as needed, such as a diagram of crosswalks. Provide rules against trespassing.
- vii. Encourage guests to be good neighbors by reducing litter.
1. Provide rules against littering.
 2. Provide opportunities (voluntary litter patrols) for guests to assist in reducing litter around the perimeter of the shelter, which includes the sidewalk around the building.
 3. Assign staff to pick up litter around the exterior footprint of the shelter campus.
 4. Provide secure trash disposal on-site as needed.
- viii. Discourage large groups from gathering in public areas.
1. Share with guests the potential for large groups to be disruptive in the neighborhood, and encourage them to be good neighbors.
 2. Maximize guests' use of the courtyard space.
- ix. Minimize the impact on neighbors of smoking by guests, volunteers, and staff.
1. Designate smoking areas in the courtyard that will have the least impact on guests and neighbors.
 2. Post a sign at the exit(s) reminding guests to be good neighbors.

3. Prohibit smoking at business entrances. Stay in full compliance with all federal, state, and local laws and rules.
- x. Encourage guests to have a sense of ownership in the community.
1. Encourage guests to reach out to people on the sidewalk and other neighbors to share information about the shelter system.
 2. Encourage and support positive interactions between guests and other neighbors.
 3. Provide information to guests to help them understand potential and unintended impacts of the shelter on the surrounding neighborhood (with the understanding that guests, like any community members, also have the right to use public spaces).
- xi. Invite neighbors to build connections and working relationships with the facility.
1. Attend the monthly meetings of the Mt.Scott-Arleta Neighborhood Association (MSANA) and the Foster Area Business Association (FABA).
 - a. Provide regular updates to neighbors on shelter success, status, and volunteer opportunities at the monthly MSANA meetings. These updates will include: program status reports, addressing issues concerning the shelter or its residents that have arisen, and requests for community support at the shelter.
 2. Prior to the opening of the shelter, host a meeting for interested community members to learn about the shelter, the Good Neighbor Agreement, and ask questions.

3. For the first 12 months after the opening of the shelter, host a quarterly meeting that is open to all members of the community to share information on the status of the shelter, successes and challenges faced, and provide an opportunity for members of the community to share questions and concerns.
4. Host occasional neighborhood events, such as an open house.
- xii. Maintain cleanliness within and around the shelter.
 1. Ensure routine garbage collection.
- xiii. Provide regular updates to neighbors on shelter success, status, and volunteer opportunities.
 1. Regular updates shall take place at the monthly MSANA meetings. These updates will include: program status reports, addressing any issues concerning the shelter or its residents that have arisen, and requests for community support at the shelter.

5. JOHS agreements

- a. The Joint Office of Homeless Services agrees to:
 - i. Ensure the shelter is run in full accordance with all relevant federal, state, and local laws, regulations, and policies.
 - ii. Ensure TPI is held to the standards outlined in its contract with the Joint Office of Homeless Services.
 - iii. Provide mediation resources when necessary in accordance with Section 13 of this agreement.
 - iv. Notify community members in advance of any service provider changes or population served by the shelter changes.

6. SE Uplift agreements

- a. Southeast Uplift agrees to:

- i. Serve as an “umbrella” organization for all community members and neighborhood associations within the GNA area that are not separate signatories to this Good Neighbor Agreement.
- ii. Provide community members with a publicly-accessible avenue for sharing questions and/or concerns that arise from the Foster shelter.
- iii. Direct in an efficient and timely way the questions and/or comments received by community members to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.

7. MSANA agreement

- a. The Mount Scott-Arleta Neighborhood Association agrees to:
 - i. Serve as the main point of contact for residents of the Mt. Scott-Arleta neighborhood for all questions and concerns that arise from the Foster shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by community members to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
 - iii. Welcome representatives of the shelter to its monthly Neighborhood Association meetings and provide them with an opportunity to offer their regular update.

8. MSLC agreement

- a. The Mount Scott Learning Center agrees to:
 - i. Serve as the main point of contact for students, staff, volunteers, parents, and other members of the MSLC community for all questions and concerns that arise from the Foster shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by students, staff, volunteers, parents, and other members

of the MSLC community to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.

- iii. Immediately report to the shelter provider any issues which arise relating to the proximity of the MSLC to the shelter.

9. 7-11 agreement

- a. The 7-11 located at 6144 SE Foster Road agrees to:
 - i. Serve as the main point of contact for staff and customers of the 7-11 located at 6144 SE Foster Rd. for all questions and concerns that arise from the Foster Shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of the 7-11 to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
 - iii. Immediately report to the shelter provider any issues which arise relating to the physical and/or structural aspects of the shared building and/or the immediate surrounding areas.
 - iv. Immediately report any issues arising from known guests of the shelter to the shelter provider.

10. Assembly Brewing Co. agreement

- a. Assembly Brewing Company agrees to:
 - i. Serve as the main point of contact for staff and customers of Assembly Brewing Company for all questions and concerns that arise from the Foster Shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of the Assembly Brewing Company to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
 - iii. Immediately report to the shelter provider any issues which arise relating to the physical and/or structural aspects of any shared or

connected spaces between the shelter and Assembly Brewing Company.

- iv. Immediately report any issues arising from known guests of the shelter to the shelter provider.

11. Foster Area Business Association agreement

- a. The Foster Area Business Association agrees to:
 - i. Serve as the main point of contact for staff and customers of businesses within the GNA Area for all questions and concerns that arise from the Foster Shelter.
 - ii. Direct in an efficient and timely way the questions and/or comments received by staff and customers of businesses in the GNA Area to the shelter provider and ensure those questions/comments are followed-up upon in a timely manner.
 - iii. Welcome representatives of the shelter to its monthly meetings.

12. PPB agreement

- a. The Portland Police Bureau agrees to:
 - i. Maintain lines of communication with neighbors, TPI, and JOHS.
 - ii. Provide work schedules and business hour contact information for the East Precinct Neighborhood Response Team.
 - iii. Respond to emergency situations following all applicable laws and policies.
 - 1. Emergency situations should still be reported by calling 911.
 - iv. Provide education about their role if needed.

13. Communication structure

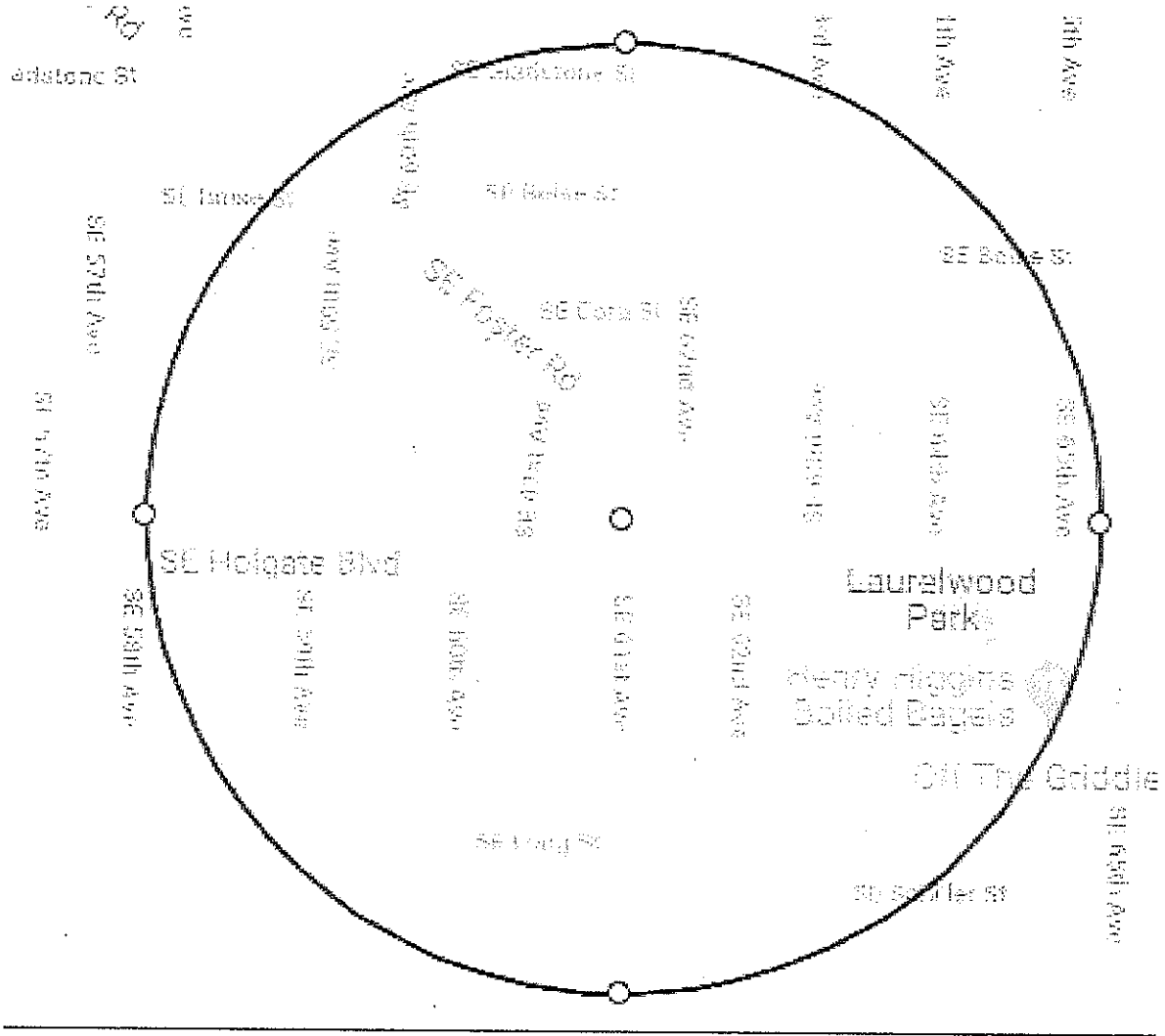
- a. Any issues, questions, or concerns arising from the Foster shelter shall first be addressed via one-on-one communication (telephone, email, or in-person) between the reporting entity and the shelter provider.

- b. Any issue, question, or concern which is not addressed or resolved within one (1) week shall be brought to the attention of TPI's Senior Director of Programs by the manager of the shelter.
- c. After the notification outlined in section 13 (b), if any issue, question, or concern is not addressed or resolved within two (2) weeks, it shall be brought to the attention of the contract manager at the Joint Office of Homeless Services by the Senior Director of Programs.
- d. After the notification outlined in section 13 (c) if any issue, question, or concern is not addressed or resolved within two (2) weeks, the JOHS shall make arrangements for a third-party mediation program and sustain that program until the issue, question, or concern is resolved.

14. Administration

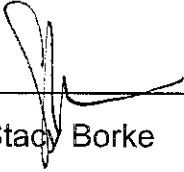
- a. The original signed Good Neighbor Agreement will be kept by the Joint Office of Homeless Services.
- b. Changes to this Good Neighbor Agreement may be made by consensus of all interested participants.
 - i. The JOHS shall ensure that all signatories to this GNA are provided with up-to-date copies of the GNA.
- c. Any change in shelter service provider shall necessitate a review and/or renewal of this GNA.
- d. The JOHS shall maintain up-to-date contact information for all signatories of this GNA.
 - i. All signatories of this GNA shall be responsible for ensuring the JOHS is informed of any changes to leadership or contact information in their organization.
- e. This Good Neighbor Agreement will begin upon the opening of the Foster shelter, and will remain in effect until the closure of the Foster shelter or until all participants reach consensus to dissolve this Good Neighbor Agreement.

Addendum 1: GNA Area



Addendum #2: Signatories Contact Information

Transition Projects Stacy Borke <i>stacy@tprojects.org</i>	JOHS April Rohman <i>april.rohman@multco.us</i>	SE Uplift Muzammil Afzal <i>muz@seuplift.org</i>
Mt. Scott-Arleta NA Gus Kroll <i>gus.homepdx@gmail.com</i>	Mt. Scott Learning Center Tom DeJardin <i>tom@mtscott.org</i>	7-11 Trevin Bryson <i>trevin.bryson@7-11.com</i>
Assembly Brewing Co. Adam Dixon <i>adam@assemblybrewingco.com</i>	Foster Area Business Association Matthew Mičetić <i>matthew@redcastlegames.com</i>	Portland Police Bureau Sgt. Randy Teig <i>randy.teig@portlandoregon.gov</i>



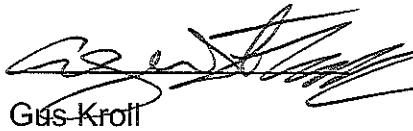
Stacy Borke
Transition Projects



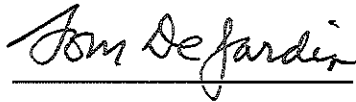
April Rohman
Joint Office of Homeless Services



Muzammil Afzal
Southeast Uplift



Gls Kroll
Mt. Scott-Arleta Neighborhood Association



Tom DeJardin
Mt. Scott Learning Center

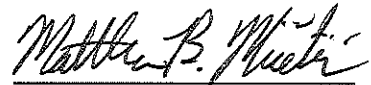
Date: 10/9/18



Trevin Bryson
7-11



Adam Dixon
Assembly Brewing Co.



Matthew Mičetić
Foster Area Business Association



Dave Golliday
Acting Commander
Portland Police Bureau

Be Respectful:

- . Be a good neighbor - in and out of the program
- . Disruptive, threatening, and disrespectful behavior will not be tolerated
- . **This is a safe space and place:** racism, sexism, homophobia, transphobia, and hate speech are not welcome here

Be Safe:

- . No smoking or nicotine/tobacco use inside
- . No onsite possession or use of alcohol, drugs, or weapons
- . No sex or overtly sexual behavior

Be Kind:

- . Please don't steal or destroy property
- . Pick-up after yourself
- . Please don't litter in or around the facility



Good Neighbor Agreement Template

Background: This Good Neighbor Agreement Template (referred to in this document as agreement) was developed by [Homeless Leadership Coalition](#) and community stakeholders to provide a strategy to address neighbor concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within a community.

Parties to the agreement: Parties to this agreement include business and residential neighbors living around the *[named shelter/facility]* and as represented by their neighborhood association, business association and other key stakeholders.

- *NAME Neighborhood Association*
- *NAME Service Providers*
- *NAME area businesses or business associations or chambers of commerce*
- *NAME Other stakeholders such as schools, churches, Parks and Recreation etc*

Boundaries of this agreement:

[Describe area w/ geographic border, and/or attach map]

Legal Status of Agreement: Parties to this agreement are committed to maintaining safety and livability of the area; it is to this end they enter into this agreement. All participants understand this agreement is not a legally binding contract, nor is it intended to be. Further, all parties acknowledge that they have been advised and given time to review and present this document to independent counsel.

Purpose, Assumptions, & Goals: The purpose of this agreement is to identify ways for community stakeholders to work together to address potential impacts of *[named shelter/facility]* as well as be good neighbors in support of clients/residents/guests of the shelter/ facility and to formalize the goodwill and positive working relationships between stakeholders for the benefits of all neighbors. Discussion of this agreement can be a tool to clarify the best ways to address neighborhood concerns.

Inherent in this agreement is the assumption that all parties have certain basic rights; these include:

- All neighbors have the right to feel safe and welcome.
- All neighbors have the right to safe and quiet enjoyment of their properties and public spaces.
- All neighbors have the right to access available community resources, services and public facilities to meet their needs.

Goals:

- Initiate and maintain open communications and understanding among all parties
- Encourage all parties to be proactive and ready to respond to concerns that may arise
- Develop procedures or protocols for resolving concerns and problems
- Enhance neighborhood safety while promoting access to services
- Reduce crime and fear of crime and nuisance complaints within the neighborhood

All parties agree to:

- Participate in this agreement
- Participate in collaborative problem solving around issues that arise within the boundaries of this agreement
- Develop, maintain and enhance good working relationships between the above named parties
- Use and promote direct, respectful, and civil communications while promoting responsiveness to community concerns by
 - Resolving problems quickly and as directly as possible
 - Encouraging first line communications occur one-one via in person, phone or video communication or email.
 - Providing participants in this agreement with updated contact information if there are key leadership changes (Addendum contains contact list)
 - Reserve email for productive purposes such as information, planning, logistics, reminders or confirming prior conversations
 - Encourage neighbors or other community members to contact **(agency)** directly regarding questions or concerns as they relate to the shelter property or the local Neighborhood Association
- Enhance neighborhood safety and livability and promote access to services by
 - Fostering positive relationships between the shelter/facility and neighbors
 - Encouraging a sense of safety, welcome and investment in the neighborhood among all community members
 - Reporting crime and suspicious activity in the neighborhood to law enforcement

Service Provider Agreements **(would include named shelter/facility/group of providers):**

- Offer ongoing services that support clients/residents in achieving long-term personal goal that contribute to their self-sufficiency
- Train staff to address client needs with a trauma informed approach, motivational interviewing, de-escalation skills, conflict resolution skills
- Encourage clients/residents to be good neighbors by abiding by the facility/shelter code of conduct or trespassing through neighboring properties or rights of way
- Livability
 - Encourage clients/residents to reduce litter and provide opportunities for litter patrol
 - Assign staff or residents to pick up litter in the perimeter on a regular schedule
 - Provide regular trash disposal

- Ensure that client/resident belongings are not left on sidewalks
- Designate smoking and outdoor space provided on facility/shelter property
- Designate parking and outdoor space provided on facility/shelter property
- Encourage residents to have a sense of ownership in the neighborhood and pride in their residence
- Hold clients/residents responsible for their actions. *A code of conduct may be attached as an addendum to this agreement.*
- Prioritize outreach to individuals experiencing homelessness who are referred to the designated point of contact for the shelter/facility by signatories to this agreement

Neighborhood Association Agreements:

- Neighborhood Association board serves as a point of contact for residents of the neighborhood when they have questions and concerns that arise from the shelter/facility.
- Elevate neighbor concerns to the appropriate party in a timely manner
- Educate neighborhood on the existence of this agreement and the best ways to positively resolve concerns
- Invite and welcome service providers and shelter residents to attend neighborhood association meetings and offer opportunities for regular updates on the successes of the facility
- Engaging in ongoing problem solving with parties to this agreement to maintain clear lines of communication and an orientation to problem solving

Business/ Business Association Agreements:

- Maintain lines of open communication with parties to this agreement
- Communicate concerns of unneighborly behavior when they may relate to known clients/shelter guests
- Direct in an efficient and timely way questions/comments received by staff and customers to the shelter provider
- Immediately report to the shelter provider/facility any issues which arise relating to the physical or structural aspects of shared or adjacent spaces

Law Enforcement Agreements:

- Maintain lines of communication open with parties to this agreement
 - Note: Emergency situations should always be reported by calling 911 and Non-emergency situations can be addressed by calling the non-emergency phone number *(list for county)*
- Enforce laws according to policies and resources
- Provide education about the role of law enforcement as it relates to the homeless crisis

Communication Protocol:

1. Communicate directly and with respect and civility to the individual, shelter, business, or applicable association or service provider whenever possible

2. Meet approximately 90 days after shelter/facility opening to review agreements and problem solve issues that may have arisen
3. Create an opportunity for service providers and residents to speak at upcoming neighborhood association meeting
4. Livability issues should be addressed by associated parties to this agreement as soon as possible once notified via email, phone or in person communications
5. When issues or concerns related to this agreement are not resolved, participants agree to seek mediation services with the support of the **neighborhood association** prior to pursuing other remedies.

Signatories

Suggested Attachments

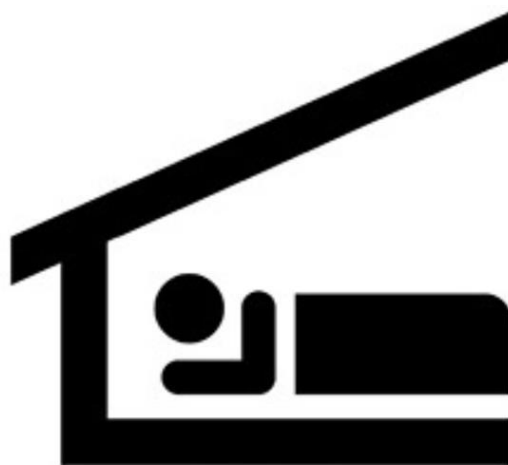
1. Contact Lists
2. Code of Conduct
3. Map
4. Glossary of terms

Glossary of Terms

Neighbor: residents, business owners, agencies and property owners, clients, residents and facility staff

Service Provider: an agency usually a nonprofit or government service that is provided for the health, well-being or self-sufficiency of an individual or group of individuals.

Good Neighbor Agreement for Congregations for the Homeless



A product of the Good Neighbor Agreement Advisory Committee

September 3, 2021

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Section 1. GNAAC Overview

In January 2021, Congregations for the Homeless applied for a conditional use permit to build a 100-bed, permanent men's shelter in Eastgate, along with a 125-person day center, and offices for CFH administration on .736 acres. The parcel is part of a larger 10-acre parcel acquired from King County at 13620 SE Eastgate Way. The intent of this shelter and day center is to provide a safe and welcoming environment 24-hours a day for men experiencing homelessness.

Per the city's Land Use Code (LUC), a Good Neighbor Agreement Advisory Committee (GNAAC) was formed to foster communication between the community and CFH, with the goal of forming a good neighbor agreement as its end-product. CFH anticipates that construction will begin in November 2021 with completion estimated in 2022.

The GNAAC met five times between May and September 2021. Each meeting addressed a specific purpose: to build community agreements; review the design; and review the operations of the shelter. During meetings #2-4, the members generated questions to be addressed by the Technical Team, and recommendations to be considered for this agreement. The recommendations can be found in Section #4.

GNAAC meetings were facilitated by Patricia Hughes of Trillium Leadership Consulting in Seattle, who also assembled this report. Because the LUC requires the GNAAC to be formed, the following is an overview of each member by category:

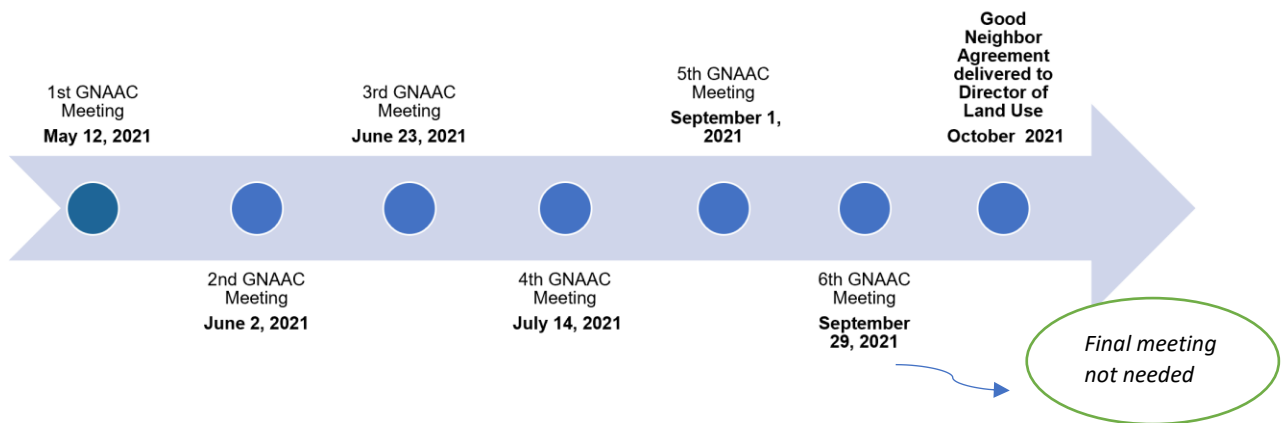
GNAAC Member Composition List

MEMBER NAME and AFFILIATION	CONTACT WITH CFH PREVIOUSLY?	MEETS ONE MILE RADIUS Y/N
Resident Members		
1. Tzachi 'Saki' Litov	Y, Served on CFH Advisory	Y
2. Laurie Wick	Y	Y
3. Susanna Chung	Y, Served on CFH Advisory	Y
4. Julia Tai	Y, Served on CFH Advisory	Y
At Large Members (Council Appointed)		
1. Jason Courter, Honda of Bellevue	N/A	N/A
2. Pete Ryan, Bellevue Essentials Alumni 2020	N/A	N/A
Business Interests		
1. Asenath Polis, Property Manager, CBRE	Y, Served on CFH Advisory	Y
2. Linda Laws, Bright Horizons Daycare	Y	Y

3. Christopher Ross, Seattle Humane	Y, Served on CFH Advisory	Y
Individual Experienced with Homelessness		
Tom Miles, Outreach Coordinator, CFH	N/A	N/A
Human Services Community Representative		
Allen Dauterman, replaced by Troy Drawz, Imagine Housing	N/A	N/A
K-12 Representative		
Melissa Devita, Deputy Superintendent, Bellevue School District	N/A	N/A
Operator Representative		
David Bowling, CFH, Executive Director and Linda Hall, CFH Project Manager	N/A	N/A
Provider Representative		
David Bowling, CFH, Executive Director	N/A	N/A
Funder Representative		
Klaas Nijhuis, ARCH	N/A	N/A
Technical Support Team		
<ul style="list-style-type: none"> • Lieutenant Christopher Marsh, replaced by Captain Troy Donlin, BFD • Captain David Sanabria, BPD • Yi Zhao, Plymouth Housing • Toni Esparza, Bellevue Parks and Community Services • Toni Pratt, CFH Project Manager • Liz Stead, Land Use Director • Patricia Hughes, Facilitator 		

Section 2. GNAAC Project Timeline

During the formation of the GNAAC, the Core Team contemplated the number of meetings and time necessary to discuss the required topics of Context, Design and Operations per the LUC. The time spectrum noted below provides an overview of the numbers of meetings leading up to the delivery of the Good Neighbor Agreement to the Director of Land Use:



Meeting #1: Gain shared understanding of the **GNAAC process and context**, meet each other, and create group agreements for working together

Meeting #2: Gain clarity on **site design**, with a review of work to date by CFH, a review of Master Development Plan by City staff, and a review of Crime Prevention through Environmental Design (CEPTED) by BPD, and offer potential recommendations

Meeting #3: Gain clarity on the **Safety and Security**-related Operations with a review by CFH and BPD, and offer potential recommendations related to Safety and Security

Meeting #4: Gain clarity on Standard Operating Procedures and Performance Metrics for Safety and Security, and offer additional recommendations

Meeting #5: Review draft Recommendation Report, discuss changes and edits, and take consensus demonstration.

Section 3. Request and Project Description

Conditional Use

Congregations for the Homeless (CFH) seeks Conditional Use approval to construct a three-story, 100 bed permanent men's shelter along with a 125-person day center and offices for CFH administration on .736 acres. The intent of this shelter and day center is to provide a safe and welcoming environment 24-hours a day for men experiencing homelessness. Landscaping and parking stalls will be provided. CFH will be located on Lot 2 of a three lot Binding Site Plan and Master Development Plan. CFH anticipates that construction will begin in November 2021 with completion estimated in 2022.



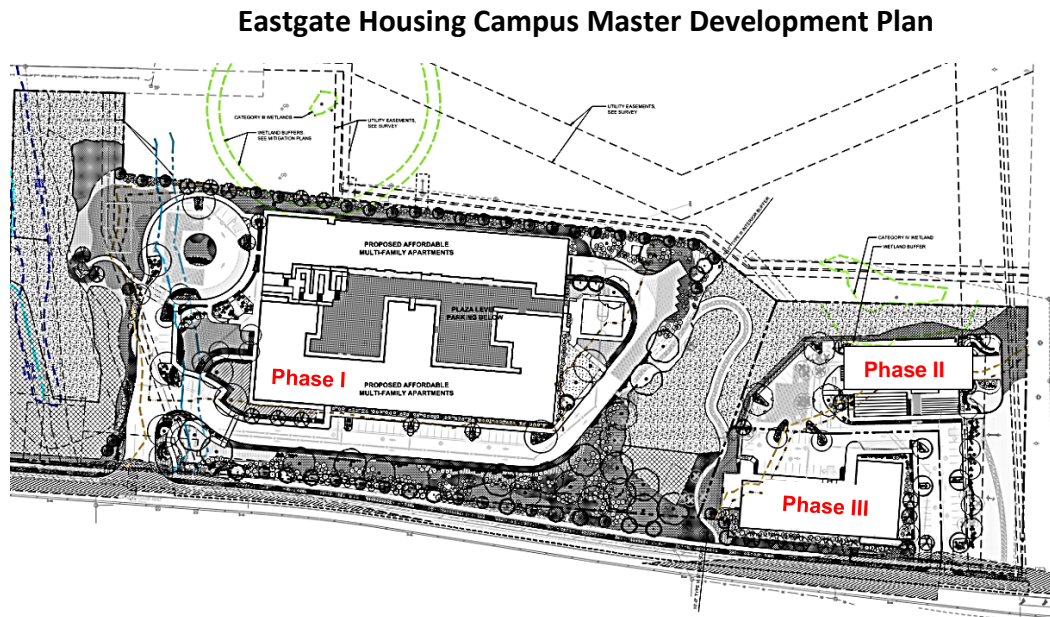
View of Building

Review Processes and Schedule

Homeless Services Uses applications can be processed in one of two ways: as a Development Agreement or as a Process I Conditional Use application per LUC 20.20.455.H, wherein the Land Use Director makes a recommendation to the Hearing Examiner, and following a public hearing, the Hearing Examiner renders a decision on the submitted proposal. CFH chose the latter process by filing its Conditional Use application for review and approval.

Project Phasing

Development will occur in three phases on the proposed Eastgate Housing Campus as submitted by Polaris @ Eastgate, LLC. The site map below describes each phase.

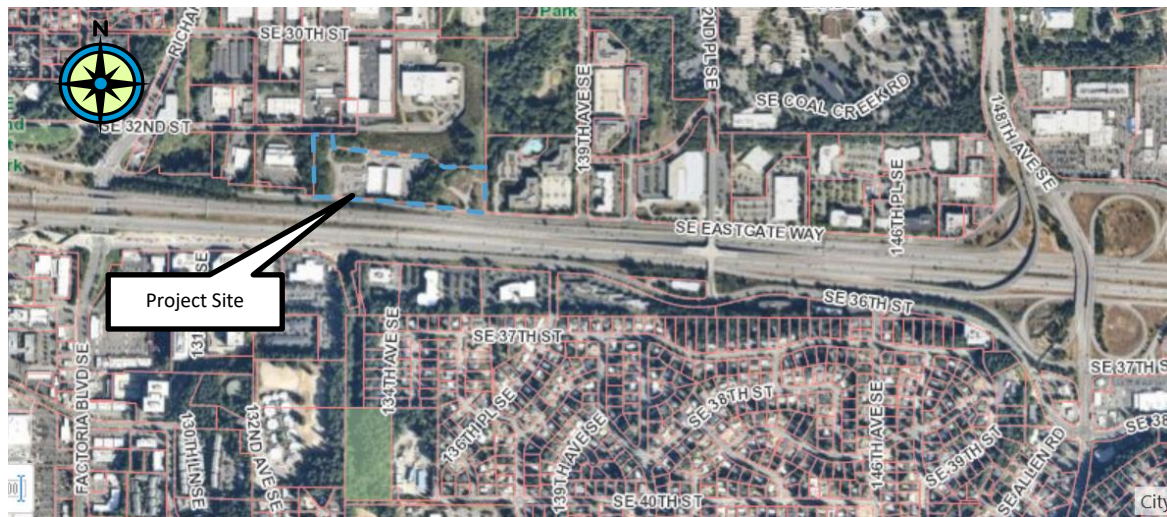


Phase I – Polaris @ Eastgate, LLC: The proposed project will include 360 units of affordable housing available to qualifying households earning 60 percent or less of average median income on 7.3 acres.

Phase II – Congregations for the Homeless/CFH Alliance, LLC: The second phase of development will occur on an .736 acre property located at the northeast corner of the campus. Congregations for the Homeless will locate a three-story 20,473 gross square foot permanent men’s shelter with 100 beds along with a day center for men experiencing homelessness.

Phase III – Eastgate Housing, LLC (includes Horizon Housing Alliance and Plymouth Housing): The third phase of development will occur on 1.69 acres located at the southeast corner of the campus. Horizon Housing Alliance will construct a four-story residential unit with 95 supportive housing units for residents exiting homelessness.

Site Context and Description



Aerial of King County Solid Waste Site

The King County Solid Waste site is located within the Richards Valley Subarea. It is adjacent to the King County Transfer Station along its north property line, with office development along its west and east property boundaries. The property is bounded to the south by SE Eastgate Way where the primary vehicular site access is located at the southwest corner of the site. There is a secondary site access at the southeast portion of the campus connecting to an unpaved driveway. Historically, this site has been used for overflow parking for auto dealerships. It also was used by King County Health Department for two medical tents in the event that nearby hospitals reached their patient capacities due to COVID-19 hospitalizations. The King County Health Department has not operationalized the site to date, and they have since been removed.

King County Solid Waste completed sale of this site on August 11, 2021 to Polaris at Eastgate, LLC, Eastgate Housing, LLC, and CFH Alliance, LLC, which will now allow the City to issue ancillary permits to each owner of Lots 1 and 3.

Section 4. GNAAC Recommendations

As required by the LUC topics, the GNAAC formulated its recommendations at the conclusion of each of its meetings. To aid this process, the facilitator queried each GNAAC member to obtain their pertinent comments which were divided into three categories: 1) Recommendations for the Conditional Use application, 2) Recommendations outside the scope of the CUP which could be acted upon by others as noted in Section 5, and 3) Recommendations previously evaluated through the Master Development Plan also noted in Section 5.

The GNAAC supports the Conditional Use Permit and the development of the men's shelter, day center, and administration offices. GNAAC members shared a desire for the CFH project to "be the best in the country and a model for others." The following is the compilation of the GNAAC recommendations to the Land Use Director of Development Services for CFH's Conditional Use application. The (#) refers to the GNAAC meeting during which the recommendation was made.

Context Setting

Ways the provider can incorporate context sensitive design into the project, with a focus on unique circumstances that should be considered early in the review process. The GNAAC's discussion during Meeting #1 was robust regarding the unique elements of the surrounding community, i.e., existing open spaces and the Eastgate Park and Ride which culminated in the recommendations below:

Recommendations

Communications:

1. CFH to create a FAQ so people in the community know how to get involved and who to contact under various situations. (#3) The FAQ should be posted on the CFH and City of Bellevue websites, and to be provided in paper form, with phone numbers for:
 - * 911 for emergencies
 - * 211 for Human Service Support at King County
 - * BPD non-emergency number
 - * Congregations for Homeless
 - * City's Outreach Navigator
 - * Sophia's Way Outreach Coordinator
 - * City's Park Dept
2. Establish magnet area boundaries and add Eastgate Park and Ride as a magnet area (#3)
3. Communicate (in tandem with Plymouth Housing) with the neighbors and community effectively, providing resources and accurate information via in-person and on social media (as staffing allows.) (#3)
4. Prioritize the review and refinement regarding performance metrics and ongoing operations with CFH Advisory Committee (after end of GNAAC), posting metrics online annually (#4)

Design Recommendations

These recommendations augment the facility design by overlaying design review through Crime Prevention Through Environmental Design (CPTED) measures so architectural and landscape design may influence the natural and built environments. Since CPTED review is conducted by Bellevue Police Department (BPD), the GNAAC was introduced to the CPTED concepts of Natural Surveillance, Territorial Behaviors and Natural Access Control during Meeting #2, which led to the following recommendations:

Security and Crime Prevention Through Environmental Design (CPTED) Measures

1. Specify length of time for data storage of security cameras at 30 days (#2 and #3)
2. Review parking lot for clear visibility through the site (#2)
3. Provide Signage re: No loitering, no derelict vehicles (#2)

Operations Recommendations

These recommendations augment the provider's Standard Operating Procedures and Safety & Security Plan to address concerns of neighbors while meeting the needs of CFH's clients and partners. Meetings #3 and #4 focused on this topic and resulted in the following recommendations:

Parking and Transportation

1. Monitor parking lot for non-permitted car camping and to limit abandoned vehicles on-site. (#2)
2. Create consistency with campus-wide Transportation Management Plan (TMP) (#2)

Resident Assistance

1. Capture family contact information on intake form/process (if they are willing to provide), and to ask if they would like assistance in reuniting with family (#3)
2. Provide resources about alternate facilities and bus tickets when full. CFH promises that "we won't put someone on the street in the middle of the night") Added to Standard Operating Procedure (#4)

Safety and Security

1. Notify nearby residents, businesses, and King County Metro in the event of an emergency on site, such as a lockdown or lockout (#3)
2. Encourage men to speak up when they see something that isn't right in the magnet area – and this will be added to the Code of Conduct (#4)

Section 5. Appendix I

1. Recommendations for Action by Others

These recommendations were made by GNAAC members and are outside the scope of consideration for this Conditional Use Permit. They have been forwarded to the appropriate bodies for review and potential action.

1. Increased lighting on SE 32ND Street – Transportation Department - Lighting Analysis conducted and found to meet standards - #2
2. Continuous sidewalk to Richards Road – Transportation Department – TFP – Project 247 - #2
3. Bike lanes review for safety analyses– Transportation Department – Review and analyses during MDP – Meeting standards - #2
4. Initial contact was made with KC Metro to raise the issue of re-routing bus #240, which runs from Eastgate P&R to downtown Bellevue - #3
5. Define who neighbors are in Code of Conduct and strengthen expectations around engagement with neighbors and surrounding community by residents. - #3
6. Clarify with other service partners included in the agreement about how appointments will be managed: open door, appointment, drop-in, how to manage that. - #3
7. Recommend that mental health professionals be on site 365/24/7, share with Plymouth. (Caveat: these professionals be licensed, not case managers) - #3
8. Create code of conduct for volunteers - #3
9. Recommend CFH connect with private owners of pieces of the greenbelt and be sure they've given Trespass authority - #4
10. BPD to patrol the green belt (bike patrol) - #4
11. Transparency to share the metrics and trends from the CFH/BPD check-ins - #4
12. GNAAC recommends that the City of Bellevue fund mental health supports. - #5

2. Recommendations Previously Evaluated through the Master Development Plan

These recommendations were made by GNAAC members and were already addressed as part of the Eastgate Housing Campus MDP process which was approved April 1, 2021.

1. Ask city to revisit the traffic estimates and come up with action to minimize impact. *Reviewed with traffic study and analyses during MDP, all phases were found to comply with standard requirements. There is a process for traffic re-assessment once the development is up and running.*
2. Neighborhood outreach on safety and traffic. *Public meetings were previously held to gain input during the MDP process*
3. Traffic – At peak times, limit the left turn capability coming out of the facility (not) onto Eastgate create a Center lane. *This possibility was reviewed during the MDP analyses, and traffic conditions did not warrant required left turn lane.*
4. Opportunity to reassess the area if safety concerns arise in the future as the City reserves the right to control access and restrictions on City streets. *Yes*
5. Install secure and tall fences on the boundary of SE 32nd. *Was not required through MDP, as there is no direct access to SE 32nd Street from the site*
6. Request for landscape cover on north side of property. *Is already included*

Section 5. Appendix II

GNAAC Member Experience

Throughout the process, the facilitator asked the members to reflect on their GNAAC experience. Their comments are summarized below.

Meeting #1:	<ul style="list-style-type: none"> • Met expectations • Very good – people were heard +1 • Cautiously optimistic +1 • Very well organized • Inclusive • Well done • On for the journey • Public transportation critical 	<ul style="list-style-type: none"> • Excited to share • Role model for the nation • Great start +1 +1 • Fair and comprehensive • All voices heard +1 • Moving onward • Great team • Optimistically looking forward
Meeting #2:	<ul style="list-style-type: none"> • Efficient and helpful • Grateful • Progress • Receptive 	<ul style="list-style-type: none"> • Amazing community • Onward to operations • Informative
Meeting #3:	<ul style="list-style-type: none"> • Insightful • Productive +1 +1 +1 +1 • Gratitude • Informative • Detailed • Relieved • Appreciative • Thorough +1 	<ul style="list-style-type: none"> • Teamwork • Creating Community • Thoughtful • All Plus one • Sensitivity and compassion • Graceful • Useful
Meeting #4	<p>“What has been meaningful to you about this GNAAC process?”</p> <ol style="list-style-type: none"> 1. Other members’ perspectives+ 2. Level of collaboration and organization is impressive+ 3. Appreciative that it’s happening and we’re learning things 4. Diverse voices have a chance to speak and be heard in a civil fashion ++ 5. Opportunity to engage and something fruitful coming out of this 6. Pat’s facilitation - creating a Gracious Space +++ 7. Impressed with level of engagement and perseverance to come with thoughtful and caring for the good of the community 8. Appreciate engaging with the community in a different way 9. Commitment from City of Bellevue to the process – shows they want it to go well and get in front of it 10. Come to appreciate knowing business neighbors more 	

	<ol style="list-style-type: none"> 11. Our ability to engage, ask questions, realize that the actions we take here will inform how the shelter shapes its operations going forward 12. Impressed with attendance – esp. in summer! Feel heard, respected in this process and people want to be involved 13. Engagement and positive commitments
Meeting #5	<ol style="list-style-type: none"> 1. Thanks to Pat, Liz and Toni for being responsive, Pat for facilitation, Dave & Troy we love our police and fire personnel 2. Confidence that we can have THE BEST SHELTER in the country. I feel very hopeful and happy for how we’ve come together. It’s meaningful; we want to serve the men and the community 3. Thank you for the opportunity to participate and be part of this process 4. Impressed with our compassion and passion, masterfully led by Patricia 5. Hold us (police) accountable to our promises to make this successful 6. Appreciation for everyone coming together and giving of your time, and for the community. Those early investments made a difference. 7. Thank you, Patricia, for facilitating this process.

In addition, the Core Team (composed of Pat Hughes, Liz Stead and Toni Pratt) reached out to members mid-way through the process to check in on their experience and invite additional comment on the process. The check-ins allowed individuals the opportunity to speak further and ensured that all members could be heard. Most members indicated they were satisfied with the process. For those who participated, their comments are below:

<p>Key Themes:</p> <hr/> <p>The process is going well ++++++</p> <hr/> <p>Concerns are followed through on +++</p> <hr/> <p>You are engaging diverse and dissenting voices ++</p> <hr/> <p>A respectful and productive group doing the best we can +++</p> <hr/> <p>Receptive to our input +++</p> <hr/> <p>People in the community feel this process is good due diligence +</p>	<p>Concerns Raised:</p> <ol style="list-style-type: none"> 1. Traffic and sidewalk +++ 2. GNC could/should have started earlier ++ 3. What’s “done” look like and who is accountable for follow-through? 4. Can we get further attention on the unsheltered homeless sex offenders 5. Mitigating potential increase in drug dealing, other issues in the vicinity 6. Resident pet ownership – partnering with Humane Society for boarding/care
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