

Affordable Housing Commitment Agreement

THIS AFFORDABLE HOUSING COMMITMENT AGREEMENT (“Agreement”) is executed by the undersigned as of the date indicated below to establish eligibility for certain fee reductions under the City of Bellevue’s (“City”) Affordable Housing Permit Review and Inspection Fee Reduction Program.

WHEREAS, on July 17, 2023, the City Council adopted Ordinance No. 6747, establishing the Affordable Housing Permit Review and Inspection Fee Reduction Program (“Program”); and

WHEREAS, under the Program, qualifying projects are eligible for a 100 percent fee reduction for all Department of Development Services (“Department”) permit and inspection fees, subject to certain conditions; and

WHEREAS, _____, a _____ (“Applicant”) intends to develop real property located at _____, Parcel No. _____ (“Property”); and

WHEREAS, the Applicant desires to establish eligibility for certain fee reductions under the Program in relation to their development project on the Property.

NOW, THEREFORE, in consideration of establishing initial eligibility to receive certain permit and inspection fee reductions under the Program, the Applicant agrees to be bound by the terms and conditions of this Agreement as set out below:

1. Qualifying Project.

- A. To qualify for fee reductions under the Program, the Applicant’s development project on the Property must be entirely (i.e., 100%) comprised of one or more of the uses indicated below for the life of the project through a separate agreement recorded on title that runs with the land and is binding on all assigns, heirs, and successors of the Applicant:
 - a. “Affordable Housing” as defined in LUC 20.50.010.
 - b. “Supportive Housing,” which may include “Emergency Housing – Non-transient” and accessory on-site “Supportive Services” as these terms are defined in LUC 20.20.845.
 - c. “Homeless Services Uses” as defined in LUC 20.20.455.C.1.

- B. If at any point in time, the Applicant's project is no longer entirely (i.e., 100%) comprised of one or more of the uses listed above, then the Applicant shall pay to the City the full cost of all fees that were reduced under the Program in relation to the Applicant's project, and the Applicant's project would thereafter not be eligible for fee reductions under the Program.

2. **Scope of Fee Reduction.** Projects that qualify under the Program may receive a 100 percent fee reduction for all Department permit and inspection fees assessed on the project. The Applicant must pay any pass-through fees as identified by the Department. Pass-through fees may include, but are not limited to, the following: impact fees, fees that the City is required to collect under state or federal law, recording fees, capital facility charges, etc. The Department also reserves the right to determine what, if any, predevelopment fees may be reduced under the Program for qualifying projects.

3. **Availability of Program Funding.** Fee reductions under the Program are dependent upon the availability of sufficient funding to off-set fee revenue that the City would otherwise receive from permit and inspection fees. Where funding is insufficient or unavailable, the Applicant may not receive a fee reduction under the Program even if the Applicant's project would otherwise qualify for a reduction under the Program.

4. **Expiration, Cancellation, or Withdrawal of Permits or Permit Applications.**

- A. If by operation of the Bellevue City Code (BCC) or the Bellevue Land Use Code (LUC), one or more permits or permit applications for the Applicant's project expire or are cancelled, then the Applicant shall pay to the City the full cost of all fees that were reduced under the Program in relation to the expired or cancelled permit(s) or permit application(s).
- B. If the Applicant withdraws one or more permit applications for the Applicant's project, then the Applicant shall pay to the City the full cost of all fees that were reduced under the Program in relation to the withdrawn permit application(s).

5. **Relation to Other Laws and Programs.** Nothing in this Agreement or in the Program alters other reduction of fees that the Applicant's project may qualify for under separate ordinances or by other agencies with jurisdictional authority.

6. **Amendment or Termination of the Program.** The City reserves the right to amend or terminate the Program at any time. In the event of a conflict between the terms of this Agreement and any amendments to the Program, the amended Program shall control.

- A. If the Program is terminated, then the Applicant shall pay to the City the full costs of all fees that were reduced under the Program in relation to the Applicant's development project.

- B. If the Program is amended in a manner that would require the Applicant to pay any fee that either was or would have been reduced under a prior iteration of the Program, then the Applicant shall pay to the City the full costs of any such fees.

7. **Payment Procedure.** Where the Applicant is required to provide payment to the City under this Agreement, the following procedure shall be followed:

- A. The City shall provide written notice to the Applicant that such payment is due and the amount that is owed. The City, in its sole discretion, shall provide notice through one or both of the following means: via the City's online application portal; or via U.S. mail to the Applicant's last known address.
- B. The Applicant shall provide full payment to the City of the amount owed within 14 calendar days of the date that written notice was provided to the Applicant.
- C. If full payment is not received within 14 calendar days of the date that written notice was provided to the Applicant, then the Applicant shall be assessed a monetary penalty for each calendar day that full payment remains outstanding as follows:
 - a. First day full payment is late: \$100;
 - b. Second day full payment is late: \$200;
 - c. Third day full payment is late: \$300;
 - d. Fourth day full payment is late; \$400; and
 - e. Each additional day full payment is late beyond four days: \$500.

D. Any payment due under this Agreement, including any monetary penalties, must be paid through a City-approved method.

8. **Attorneys' Fees and Costs.** In the event the Applicant fails to perform any of their obligations under this Agreement, then the City may file suit to enforce the terms of this Agreement in addition to any other remedies available under this Agreement or at law. If the City is the prevailing party in any lawsuit arising out of this Agreement, whether in tort or contract, then the City shall be entitled to reasonable attorney fees and costs of suit.

9. **Assignment.** The Applicant's duties, obligations, and liabilities under this Agreement shall not be assigned in whole or in part by the Applicant to any other person or entity without the prior written consent of the City. Where such written consent to an assignment is granted,

then the assignee shall assume all duties, obligations, and liabilities of the Applicant as stated in this Agreement.

10. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King County, Washington.

11. **Authority to Execute.** In signing below, the undersigned warrants, under penalty of perjury under the laws of the State of Washington, that they have full power and authority to both execute this Agreement and legally bind the Applicant to the terms of this Agreement.

12. **Duration.** This Agreement is executed when signed by the Applicant's representative below and shall take effect immediately on the signature date provided below. This Agreement shall remain in effect until a separate agreement is recorded on title ensuring that the Applicant's development project on the Property will remain fully comprised of one or more of the qualifying uses indicated in Section 1 of this Agreement for the life of the project and such agreement will remain binding on all assigns, heirs, and successors of the Applicant.

Date: _____

By: _____

_____, _____
Name of Signatory Title of Signatory

Name of Applicant

STATE OF WASHINGTON)
)
COUNTY OF KING)

SS.

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of the _____, for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2024.

(Signature of Notary)

Notary Seal

(Legibly Print or Stamp name of Notary)

Notary Public in and for the State of Washington

Residing at _____

My appointment expires: _____