
CED Committee Members:

Chair – Chance La Fleur
Chris Gruner
Thomas Sauvageau

Support Staff:

Chris Pasinetti, CD Director
Chris Searcy, City Administrator

AGENDA

COMMUNITY & ECONOMIC DEVELOPMENT (CED) COMMITTEE

CITY OF ENUMCLAW – STEVENSON-YERXA

Monday, June 23, 2025

*******4:30PM*******

I. NEW BUSINESS

- A. Monday, April 28, 2025 CED Meeting Summary
- B. Quaterra Boundary Line Adjustment agreement
- C. Building and planning department budget update

II. ADJOURNMENT

Next Scheduled Meeting: July 14, 2025 --- 4:30 p.m

CED Committee Members:

Chair – Chance La Fleur
Chris Gruner
Thomas Sauvageau

Support Staff:

Chris Pasinetti, CD Director
Chris Searcy, City Administrator

CED SUMMARY

COMMUNITY & ECONOMIC DEVELOPMENT (CED) COMMITTEE

CITY OF ENUMCLAW – STEVENSON-YERXA

Monday, May 27, 2025

******* 4:30 p.m. *******

THE MEETING BEGAN AT 4:30 PM AND ENDED AT 5:12 PM COUNCILMEMBERS, GRUNER, LA FLEUR AND SAUVAGEAU AS WELL AS STAFF MEMBER CHRIS PASINETTI AND DARREL DICKSON, PLANNING COMMISSION SEARS, STUDENT ON COUNCIL COLBY RISMILLER AND MRS RISMILLER.

I. NEW BUSINESS

- A. Meeting summary from April 28, 2025 was approved.
- B. Resolution No. 1840, Multifamily Tax Exemption (MFTE) agreement revision for Foothill Ridge, LLC. Pasinetti gave an overview of the amendments to the agreement specific to the owner occupancy and rental provisions allowed through an MFTE. The committee reviewed the agreement and did not have any comments. Staff indicated that this is the second review for this agreement, and is requesting the CED recommend to the City Council to pass Resolution No. 1840. CED discussed and recommended to the City Council to pass Resolution No. 1840.
- C. Resolution No. 1834, Fee Schedule Amendments. Staff described the amendments to the fee resolution specific to the technology and what that fee covers. The increase to the fire fees is necessary to cover costs associated with fire review.

II. AJOURNMENT

5:01 pm

WHEN RECORDED RETURN TO:

McCullough Hill, PLLC
701 Fifth Avenue, Suite 6600
Seattle, WA 98104
Attn: Courtney E. Flora

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Document Title: Non-Residential Lot Covenant

Grantors: Lennar Multifamily Communities, LLC

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Grantee: City of Enumclaw

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Legal description (abbreviated): Lots A, B, C and D, Enumclaw BLA # BLAD _____, recording # _____, King County.

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Additional legal description is on page 2.

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Assessor's Tax Parcel Numbers: 232006-9156, 232006-9041, 232006-9213, 232006-9188

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Recording # of document(s) modified, assigned or released: **[BLA RECORDING #]**

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NON-RESIDENTIAL LOT COVENANT

This Non-Residential Lot Covenant ("Covenant") is entered into this _____ day of _____, 2025, among Lennar Multifamily Communities ("Owner"), and the City of Enumclaw, a Washington municipal corporation ("City").

Recitals

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A. Owner collectively owns Lot A, Lot B, Lot C and Lot D of City of Enumclaw Boundary Line Adjustment, File Number BLAD_____, recorded under Recording Number _____, records of King County, Washington ("Property").

B. Owner proposes to develop the Property as a mixed-use development, including apartments and townhomes on Lots A and C and nonresidential buildings on Lots B and D (the "Project").

C. The Property is located in a General Office ("GO") Mixed-Use Overlay district, which requires compliance with development standards applicable to GO-zoned properties under Chapter 19.38 of the Enumclaw Municipal Code ("Code"), including the inclusion of nonresidential uses with apartment buildings and townhomes. Residential uses are not permitted on the Property without a nonresidential component.

D. The City has agreed to permit Owner to phase the Project to allow construction and occupancy of the apartment and townhome components of the Project prior to construction of the nonresidential component of the Project, subject to the terms and conditions of this Agreement.

Agreements

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For and in consideration of the mutual covenants and agreements contained herein, Owner and City agree as follows:

1. The use of Lots B and D is hereby permanently restricted to commercial, non-residential uses.

2. Construction and occupancy of the Project shall be phased. The City will issue certificates of occupancy for the apartments and townhomes on Lots A and C upon completion of construction thereof in accordance with all applicable permits and approvals, regardless of whether building permits for construction of the nonresidential buildings on Lots B and D have been submitted to the City.

3. Owner will actively-diligently market Lots B and D for non-residential development upon the City's issuance of building permits for the proposed residential uses on Lots A and C. Owner will submit yearly reports to the City Planning Director describing Owner's marketing activities.

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4. Construction of nonresidential buildings on Lots B and D must commence with five years after the date of issuance of the last certificate of occupancy for the residential component of the Project or within seven years after the date of issuance of the first certificate of occupancy for the residential component of the Project, which is earlier. If such construction has not commenced by that time, Owner will make a presentation to the City Council detailing marketing efforts to date, and the Owner and City will collaborate on options for securing a nonresidential developer/tenant and constructing the nonresidential buildings, to be approved via resolution by the City Council. Such options could include, but are not limited to, reducing the property sale price and conveying Lot B and/or Lot D to a third-party commercial/retail developer approved by the City, consider hiring marketing firm to market the property approved by the city and applicant, etc.

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5. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end the terms of this Agreement are declared to be severable.

6. This Agreement shall be binding on the heirs, executors, assigns and successors of Owner.

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7. The City may, at its discretion, bring a lawsuit to compel performance of ~~the terms~~the terms and conditions of this Agreement. If the City should prevail in such a lawsuit, All fees associated with such lawsuit shall be paid for by the applicant.

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8. Any amendments or modifications to this Agreement shall be valid only if mutually agreed upon by the City and the Owner (including heirs, assigns and successors) in writing and recorded with the King County Recorder.

9. This Agreement may be executed in one or more counterparts, all of which counterparts taken together will constitute one and the same Agreement.

10. This Agreement shall terminate if the Project is demolished or the construction permits for the residential component of the Project expire before any portion of the residential component of the Project is constructed, or if the residential component of the Project has been completed but the Code has been amended such that nonresidential uses are no longer required on Lots B and D.

[SIGNATURES ARE ON FOLLOWING PAGES]

<p>OWNER:</p> <p>Lennar Multifamily Communities, LLC</p> <p>By: _____ Print name: _____ Title: _____</p>	<p>CITY:</p> <p>City of Enumclaw, a Washington municipal corporation</p> <p>By: _____ Print name: _____ Title: _____</p> <p>Approved as to form:</p> <p>By: _____ Print name: _____ Title: _____</p>
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[ACKNOWLEDGMENTS ARE ON FOLLOWING PAGES]

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OWNER ACKNOWLEDGMENT

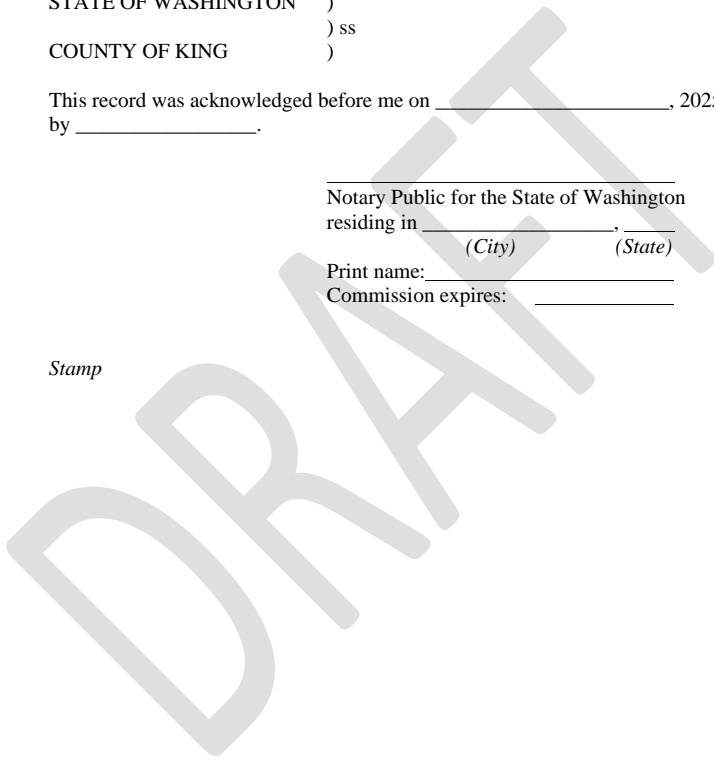
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This record was acknowledged before me on _____, 2025,
by _____.

Notary Public for the State of Washington
residing in _____,
 (City) (State)

Print name: _____
Commission expires: _____

Stamp



CITY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

This record was acknowledged before me on _____, 2025, by
_____, as _____ of
City of Enumclaw, a Washington municipal corporation.

Notary Public for the State of Washington
residing in _____

(City) (State)

Print name: _____
Commission expires: _____

Stamp

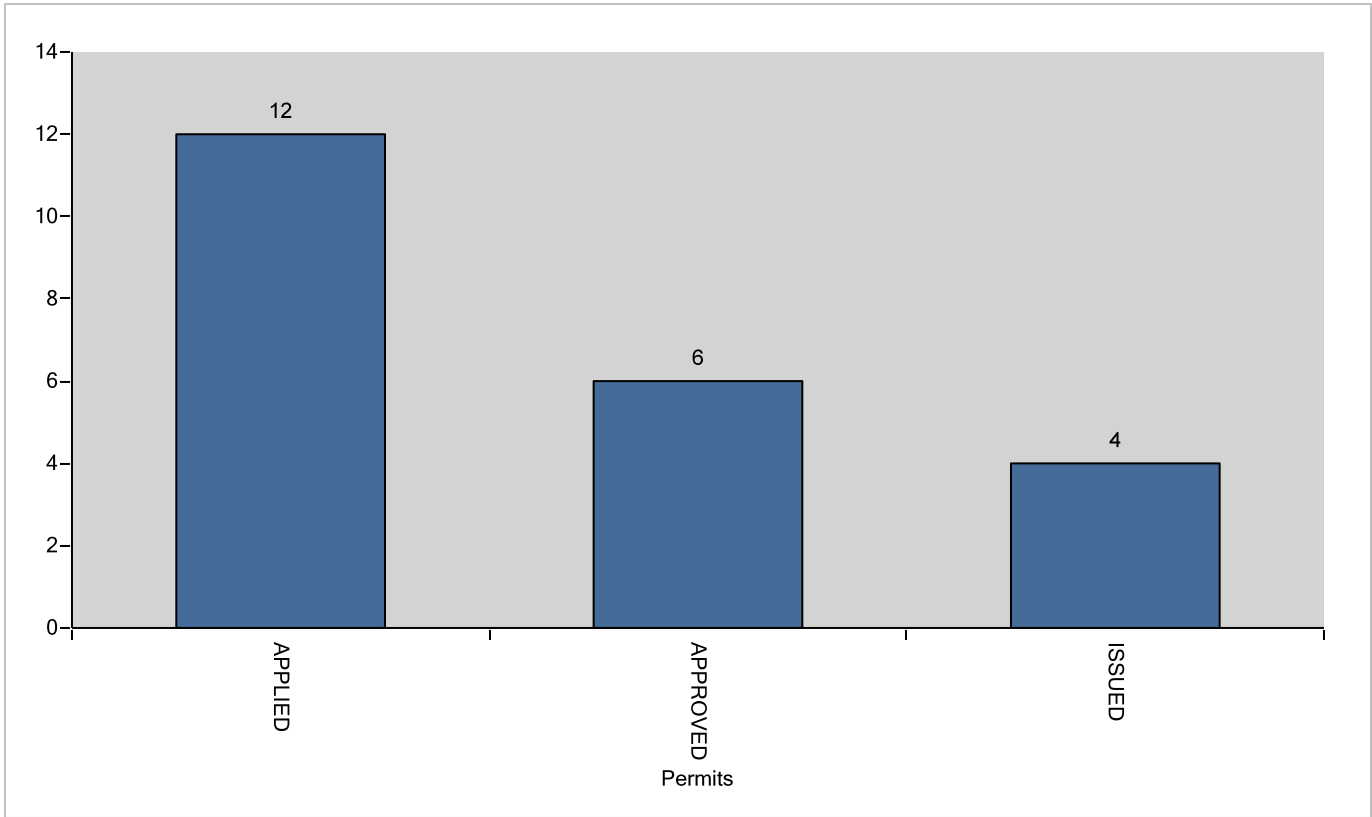
DRAFT



Permit Summary

6/17/2025 10:45:19 AM

Permit Status for LUA from 01/01/2025 to 06/17/2025



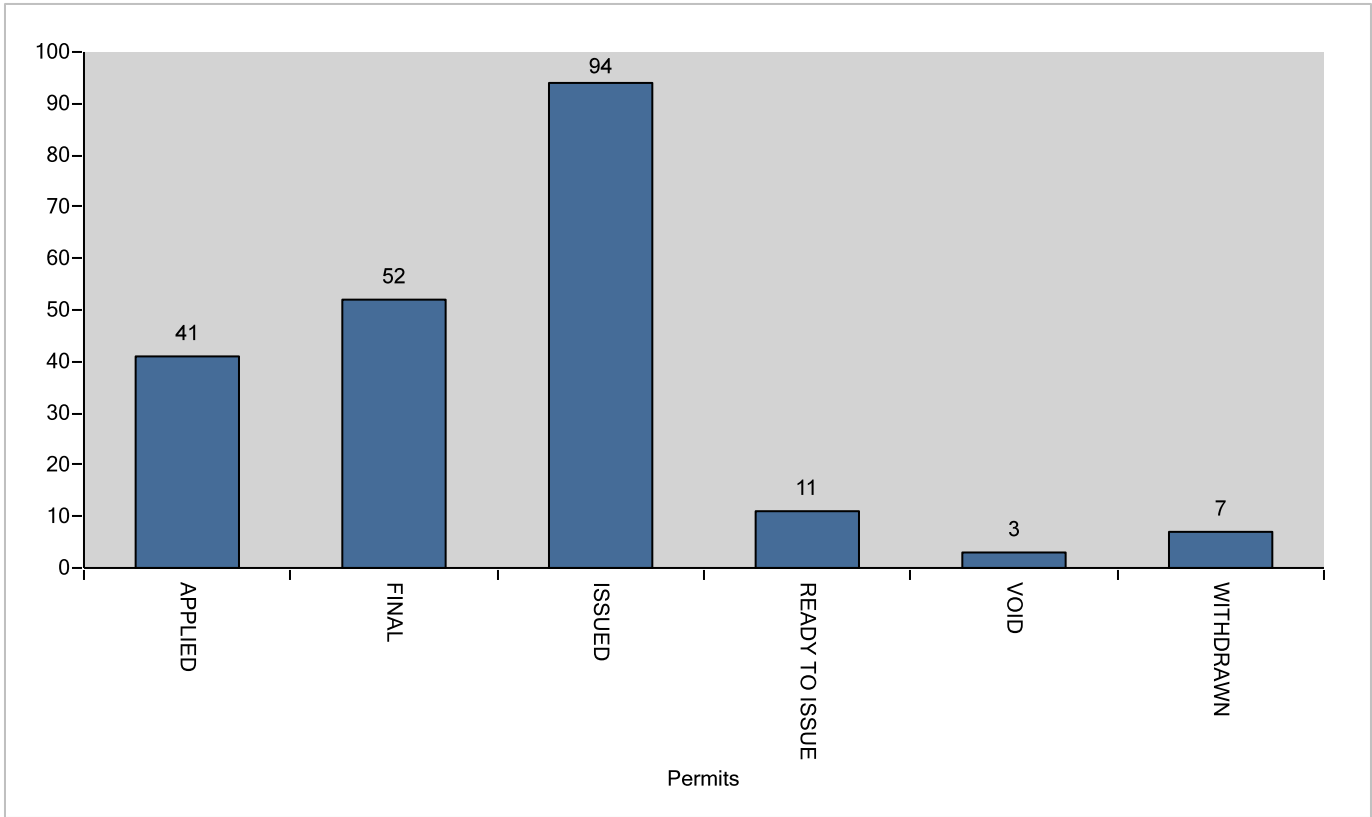
Description	01/01/2025 - 06/17/2025	%	01/01/2024 - 06/17/2024
Total Permits:	22	13.6%	19
Total Valuation:	\$0.00	100.0%	\$0.00
Total Fees:	\$34,936.50	51.7%	\$16,868.76
Total Revenue:	\$35,034.00	55.8%	\$15,495.40
Balance Due:	\$3,802.50		\$658.00
Review Comments:	313 (151.35 hrs)	31.0%	216 (236.83 hrs)
Inspection Comments:	6 (1.50 hrs)	-116.7%	13 (3.57 hrs)
Total Scheduled Inspections:	8	-12.5%	9
Active Permits:	21		



Permit Summary

6/17/2025 10:45:48 AM

Permit Status for BLD from 01/01/2025 to 06/17/2025



Description	01/01/2025 - 06/17/2025	%	01/01/2024 - 06/17/2024
Total Permits:	208	27.4%	151
Total Valuation:	\$49,158,895.19	73.8%	\$12,867,303.76
Total Fees:	\$2,041,680.98	32.5%	\$1,377,458.50
Total Revenue:	\$1,128,193.12	21.0%	\$891,464.30
Balance Due:	\$968,611.68		\$48,610.82
Review Comments:	1234 (398.47 hrs)	15.9%	1038 (434.22 hrs)
Inspection Comments:	781 (187.83 hrs)	-17.5%	918 (242.97 hrs)
Total Scheduled Inspections:	458	-33.2%	610
Active Permits:	562		