

## **ADDENDUM TO MITIGATED DETERMINATION OF NONSIGNIFICANCE (MDNS)**

Pursuant to WAC 197-11-625 and RCC 5-3-6, this Addendum supplements and clarifies the Modified Mitigated Determination of Nonsignificance that was originally issued on January 26, 2023 and subsequently modified on February 23, 2023.

**Description of Proposal:** Oakview Preliminary Plat, a 79-lot detached single-family subdivision on a 38.4-acre site. The subdivision would include six additional tracts containing wetland/wetland buffers, tree preservation open space, storm drainage facilities, and primary and reserve septic drainfields. Access between the site and State Route 507 will be provided via 292<sup>nd</sup> Street South.

**Description of Additional Content:** The Public Services mitigation measure # 9 has been revised to reflect an agreement between the applicant and the Bethel School District regarding the timing, collection and enforcement of school impact (mitigation) fees required by that measure. The basis for and amount of the fee remains unchanged. Mitigation measure # 9 as clarified and updated is set forth in its entirety in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

This Addendum does not substantially change the analysis of significant impacts and alternatives identified in the Modified MDNS.

**Application(s):** PPL-22-0001 and SEP-22-0001

**Proponent:** Roy Meadows Development Group, LLC

**Location of Proposal:** 29401 State Route 507 South, Roy, WA 98580 / Parcel # 0217036009

**Lead Agency:** City of Roy

**Responsible Official:** William Starks  
**Position/Title:** Public Works Director and designated SEPA Responsible Official  
**Phone:** (253) 843-1113  
**Address:** PO Box 700, 216 McNaught Street S, Roy WA 98580  
**Email:** PublicWorks@cityofroywa.us

**Signature:**  **Date:** 4-4-2023

## Exhibit A

### Public Services

9. The Bethel School District (District) has notified the City of Roy that the Oakview Plat would create a significant, adverse impact on the District's ability to house the students to be generated from the Oakview Plat. As set forth under the District's Capital Facilities Plan 2021-2026 adopted by the Board of Directors of the District consistent with the requirements of the Growth Management Act, the District has determined, based upon a Student Generation Study of residential development within District boundaries, that the Oakview Plat would generate approximately 51 new students, including 27 elementary, 12 middle school, and 11 high school students. Two of the District's schools that would be housing these students, Roy Elementary School, and Bethel High School, are at overcapacity. The District has identified that the Oakview Plat will increase the District's housing deficit and cause a need for additional classroom capacity at these two schools for 27 elementary students and 11 high school students directly related to the plat.

To address the impact of the need for additional classroom capacity to house the students directly generated by the Oakview Plat, the District must provide temporary housing through the acquisition and siting of additional portable classrooms. The District has calculated a sum of \$7,115.00 per lot as the pro rata share of the cost per student to house new students at the elementary school level and at the high school level generated by the Oakview Plat.

The District proposes to address the impact created by the Oakview Plat in the same fashion as other developments of typical residential development within the jurisdictional boundaries of Pierce County. The District has identified the appropriate payment amount from the Applicant as \$4,440.00 per lot for single-family residential development based upon the current Growth Management Impact Fee amount assessed within unincorporated Pierce County. This amount represents a 38% reduction from the District's calculated cost of housing each student generated by the Oakview Plat within new portable classrooms at two overcapacity schools, namely Roy Elementary School, and Bethel High School.

The term "Applicant" as used hereinbelow shall mean the Roy Meadows Development Group LLC or any successor in interest or assignee or purchaser of any lot in the Oakview Plat, who applies for a building permit to construct a single-family residential home upon any lot in the Oakview Plat.

Except as provided below, the Applicant shall pay a school impact fee of \$4,440.00 per lot to the District prior to the City of Roy issuing building permits for all new homes in the Oakview Plat. Written documentation of the District's receipt of such payment(s) shall be provided to the City prior to building permit issuance for each new home.

The Applicant may request from the District, at the time of submittal of a complete building permit application to the City of Roy, that payment of the school impact fee(s) be deferred to the time of closing of sale or no later than 18 months after building permit issuance, whichever comes first. The request will be approved by the District, provided the Applicant agrees to the following:

1. Executing and delivering a lien, in the form agreed upon between the District and the Applicant attached hereto as Attachment 1, payable to the District for the amount of the deferred school impact fee(s) plus accrued interest which shall be recorded by the District against the subject lot or lots prior to building permit issuance by the City of Roy.

2. At the time of building permit application, the Applicant shall pay a non-refundable fee to the District in the sum of \$250.00 to pay the costs of recording the lien by the District and the District's administrative costs.
3. As consideration for the school impact fee deferral, the Applicant shall be responsible for the payment of interest on the deferred impact fees based on a rate of 3 percent per annum from the date of the lien.
4. The District shall be responsible for recording the lien with the Pierce County Auditor prior to building permit issuance by the City of Roy.
5. The Applicant shall be responsible for full payment of the deferred impact fees by the closing date of sale or no later than 18 months from the date of building permit issuance by the City of Roy, whichever comes first. In no case shall building occupancy occur prior to the full payment of the deferred school impact fees. Notice of the prohibition on occupancy shall be included on all certificates of occupancy issued by the City of Roy.
6. The District shall execute a Release of the lien upon payment of the deferred school impact fees and shall deliver said Release to the Applicant who shall be responsible, including the payment of all fees, for recording said Release within 30 days.
7. In the event that a single-family residential home constructed for sale is later proposed for lease or rental, all deferred impact fees applicable to the property shall become due and payable. Full payment of all deferred impact fees applicable to the subject property shall occur prior to occupancy. Upon confirmation of full payment of the deferred impact fees, the District shall execute and deliver to the Applicant a Release of lien for the deferred impact fees for recordation relating to the property. The Applicant shall be responsible for the payment of all fees for recording said Release.

**Attachment 1**

**RETURN TO:**

Bethel School District  
516 176th Street East  
Spanaway, WA 98387  
Attention: Sara Coccia, Director of  
Construction and Planning

Document Title: School Impact (Mitigation) Fees Deferral Lien  
Grantor:  
Grantee: Bethel School District No. 403, a Washington municipal corporation  
Abbreviated Legal: Lot(s) \_\_\_\_\_ Plat of Oakview Recording No. \_\_\_\_\_  
Complete Legal Description: Exhibit A  
Assessor Tax Parcel No(s):

**SCHOOL IMPACT (MITIGATION) FEES DEFERRAL LIEN**

**I. RECITALS**

**A.** In accordance with that certain condition set forth under the Modified Mitigated Determination of Nonsignificance issued February 23, 2023 by the City of Roy, and as further modified by that certain Addendum to Modified Mitigated Determination of Nonsignificance issued by the City of Roy on \_\_\_\_\_, 2023 under Application Nos. PPL-22-0001 and SEP-22-0001 relating to the Plat of Oakview, the full payment of all School Impact (Mitigation) Fees for single-family residential uses is required prior to the issuance of the Building Permit by the City of Roy.

**B.** In accordance with the Addendum to the Modified Mitigated Determination of Nonsignificance issued by the City of Roy, the owner/seller of any single residential property that is being constructed may make a request to Bethel School District for a Lien against the title to the property, as legally described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter the "Property"), for the deferral of payment of all School Impact (Mitigation) Fees to the closing of sale of the Property or 18 months from the date of issuance of a building permit by the City of Roy, whichever comes first.

**C.** The Grantor(s) have paid an administrative fee to Bethel School District in accordance with the Addendum to the Modified Mitigated Determination of Nonsignificance to request this School Impact (Mitigation) Fees Deferral Lien (the "Deferral Lien") and has paid this administrative fee to record this Deferral Lien.

**II. DEFERRAL LIEN**

The Grantor(s) acknowledge, consent, and agree to the following conditions and obligations:

- 1. The foregoing Recitals are incorporated herein as a substantive, contractual part of this Deferral Lien.
- 2. The date of this Deferral Lien is \_\_\_\_\_.

3. The *total estimated amount* due and owing under this Lien shall be the sum of School Impact (Mitigation) Fees deferred in the sum of \$\_\_\_\_\_ and interest accrued at the rate of three percent (3%) per annum calculated from the date of this Deferral Lien (hereinafter the term "Deferral Lien" shall include the accrual of interest due and owing). The final actual amount of the School Impact (Mitigation) Fees total sum due and owing by Grantor(s) will be determined based upon the date of payment of the total School Impact (Mitigation) Fees required under this Deferral Lien.

4. Grantor(s) shall be responsible for full payment of the Deferral Lien amount as described above under this Deferral Lien by no later than the Closing Date of sale of the Property or by no later than 18 months from the date of issuance of the Building Permit(s) by the City of Roy relating to the Property, whichever comes first.

5. In no case, shall building occupancy on the Property occur prior to the full payment of all deferred School Impact (Mitigation) Fees, inclusive of accrued interest as described above under Section 3. Occupancy of the building prior to the full payment of said deferred School Impact (Mitigation) Fees as required under this Deferral Lien shall constitute a breach of this Deferral Lien.

6. To request a Lien Payoff, Grantor(s) shall contact the District electronically or telephonically at the address set forth below under Section 7. Payment of the total Deferral Lien due and owing shall be tendered to the District at the address set forth below under Section 7. Upon receipt of a certified cashier's check for payment of the Deferral Lien, the District shall be obligated to promptly deliver a Release of the Deferral Lien, in recordable form, to Grantor(s). Upon receipt of non-secure funds by the District for payment of the Deferral Lien, Release of the Deferral Lien shall not be tendered by the District to Grantor(s) until the District has determined within (30) days from receipt whether the non-secured funds have cleared and are readily available funds in the District's capital account. Grantor(s) shall be obligated, at the sole expense of Grantor(s), to record the Release of the Deferral Lien in the real property records of Pierce County.

7. Except for Lien Payoff requests or notices which may be delivered electronically or telephonically, all notices required under this Deferral Lien shall be in writing and shall be delivered by a recognized overnight, national courier service, or delivered by United States Postal Service registered or certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) calendar days after deposit in such mail. If a notice is delivered via overnight courier, it shall be deemed received upon the next business day. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Bethel School District:

Bethel School District No. 403  
516 176th Street East  
Spanaway, WA 98387  
Telephone: 253-800-6772  
Email: [scoccia@bethelsd.org](mailto:scoccia@bethelsd.org)  
Attention: Sara Coccia,  
Director of Construction and Planning

Grantor(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. The terms and conditions of this Agreement shall run with the Property described on **Exhibit A** and shall constitute a lien under the laws of the State of Washington against the Property and may be foreclosed, including but not limited to the collection of attorney's fees and costs, upon the commencement of an action for foreclosure in the event of a breach of this Deferral Lien by Grantor(s).

9. This Lien is made with reference and is intended to be construed in accordance with the laws of the State of Washington. Venue for any action brought under this Lien shall be exclusively in Pierce County, Washington.

10. The individuals executing this Deferral Lien below warrant and represent that he or she has unconditional, absolute and complete authority without any further action to bind the parties to the terms, provisions, and conditions of this Deferral Lien.

11. Grantor(s) have had an opportunity to employ legal counsel or other representative to review this Deferral Lien and such representative or legal counsel has reviewed and revised this Deferral Lien and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Deferral Lien or any amendments thereto, and the same shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

IN WITNESS WHEREOF, this Deferral Lien is executed on the date and year set forth below the parties respective signatures.

District:  
BETHEL SCHOOL DISTRICT NO. 403, a Washington  
municipal corporation

Grantor(s):

By: \_\_\_\_\_  
Thomas G. Seigel  
Its: Superintendent

By: \_\_\_\_\_  
\_\_\_\_\_  
[print name]

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

On this day personally appeared before me Thomas G. Seigel to me known to be the Superintendent of Bethel School District No. 403, a Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said

municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
[printed name of notary]  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of \_\_\_\_\_, a Washington  
\_\_\_\_\_ described in and that executed the within and foregoing instrument, and  
acknowledged said instrument to be the free and voluntary act and deed of said \_\_\_\_\_, for  
the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said  
instrument on behalf of said \_\_\_\_\_.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
[printed name of notary]  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOT(S) \_\_\_\_\_, PLAT OF OAKVIEW, ACCORDING TO THE FINAL PLAT THEREOF, RECORDED  
\_\_\_\_\_, UNDER RECORDING NO. \_\_\_\_\_, RECORDS OF PIERCE  
COUNTY, WASHINGTON.