



AGENDA (v.2)

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STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, July 29, 2013
5:45 p.m.

Conference Room 104 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Seattle City Light (SCL) Undergrounding Franchise Options

SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, July 29, 2013
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 15 people are signed up to speak, each speaker will be allocated 2 minutes. When representing the official position of a State registered non-profit organization or agency or a City-recognized organization, a speaker will be given 5 minutes and it will be recorded as the official position of that organization. Each organization shall have only one, five-minute presentation. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Minutes of Special Meeting of July 15, 2013	<u>7a-1</u>	
Minutes of Business Meeting of July 15, 2013	<u>7a2-1</u>	
8. ACTION ITEMS		
(a) Adoption of Ordinance No. 669 Amending the Development Code Regulations and Amending Shoreline Municipal Code Chapters 20.20, 20.30, 20.40, 20.50 and 20.60	<u>8a-1</u>	7:20

9. STUDY ITEMS

- | | | |
|---|-------------|------|
| (a) Discussion of Light Rail Station Draft Environmental Impact Statement (DEIS) with Sound Transit | <u>9a-1</u> | 7:50 |
| (b) Discussion of Ronald Wastewater District (RWD) Interlocal Agreement | <u>9b-1</u> | 8:50 |

10. ADJOURNMENT 9:30

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF SPECIAL MEETING

Monday, July 15, 2013
5:45 p.m.

Conference Room 104 - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor McGlashan, Deputy Mayor Eggen, Councilmembers Hall, McConnell, Winstead, Salomon, and Roberts

ABSENT: None

STAFF: Julie Underwood, City Manager

GUESTS: Dick Cushing, Waldron

At 5:48 p.m., the meeting was called to order by Mayor McGlashan, who presided.

Mayor McGlashan announced that the Council would recess into an Executive Session for a period of 40 minutes to discuss a personnel matter, per RCW 42.30.110(1)(g). At 6:45 p.m. the Executive Session concluded.

At 6:45 p.m. the meeting was adjourned.

Scott Passey, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF BUSINESS MEETING

Monday, July 15, 2013
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor McGlashan, Deputy Mayor Eggen, Councilmembers Hall, McConnell, Winstead, Salomon, and Roberts

ABSENT: None

1. CALL TO ORDER

At 7:00 p.m., the meeting was called to order by Mayor McGlashan, who presided.

2. FLAG SALUTE/ROLL CALL

Mayor McGlashan led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present.

3. REPORT OF THE CITY MANAGER

Julie Underwood, City Manager, provided reports and updates on various City meetings, projects, and events.

4. COUNCIL REPORTS

Deputy Mayor Eggen commented on the importance of project timing for grants funded by the Transportation Policy Board.

Councilmember Hall reported on the solid waste issues discussed at the King County (KC) Regional Policy Committee. He also announced AWC is starting the legislative agenda process.

Councilmember Roberts reported that he presented Council's recommendation on Flood Control District issues and the KC Solid Waste Transfer Station Plan at the last SCA PIC meeting. He also attended a PSRC Growth Management Policy Meeting for a discussion on stormwater maintenance and permitting requirements.

5. PUBLIC COMMENT

a) Mike Lawrence, Shoreline, urged the City to illuminate the flag at Richmond Beach Park.

b) Alex Zimmerman, Seattle, Stand Up America, commented that the King County Council (KCC) does not allow opportunities for public input and urged Council to speak on behalf of its citizens.

c) Lisa Tagal, Shoreline, commented on the chickens her family raises and spoke in favor of allowing existing roosters in Shoreline.

d) Callahan Supplee, Shoreline, stated his family has had chickens his whole life and although they occasionally make noise they are no louder than a barking dog.

e) Cameron Supplee, Shoreline, commented that he would be very sad if his roosters are taken away.

f) Mark Tagal, Shoreline, responded to statements made in comment letters about bird flu and noise complaints and reviewed decibel levels of other common neighborhood activities.

g) Alisha Leviten, Shoreline, felt roosters are inappropriate in a city setting, although she supports urban farming and sympathizes with rooster owners.

h) Christina, Shoreline, Animal Surgery Center of Seattle, expressed support for the Development Code amendment allowing veterinary clinics and hospitals as a Conditional Use in R18-R48 zones.

i) Doug Bauer, Shoreline, commented that roosters do not belong in cities because of the noise impacts on neighbors and neighborhoods.

j) Tom Jamieson, Shoreline, disagreed with the City's handling of the Point Wells issue and does not believe staff's proposed change in Ordinance No. 665 regarding "potential future service annexation areas" is a minor clarification.

6. APPROVAL OF THE AGENDA

Upon motion by Councilmember Winstead, seconded by Councilmember McConnell and unanimously carried, the agenda was approved.

7. CONSENT CALENDAR

Upon motion by Councilmember Hall, seconded by Councilmember Roberts and unanimously carried, the following Consent Calendar items were approved:

(a) Minutes of Special Meeting of July 1, 2013; Minutes of Business Meeting of July 1, 2013

8. ACTION ITEMS

(a) Discussion and Adoption of Ordinance No. 666 Amending Shoreline Municipal Code

Chapters 2.25.020 and 2.55.020 to Reduce the Membership Terms of Youth Positions on the Parks, Recreation, and Cultural Services Board and Library Board to One Year, waiving second reading per Council Rule 3.5B

Dick Deal, Parks, Recreation and Cultural Services Director, explained the staff recommendation to adopt Ordinance No. 666 reducing the youth membership term of the Parks, Recreation and Cultural Services Board and the Library Board from two-years to a one-year term beginning September 1 and expiring June 30. He explained the youth positions have been very helpful to the City but, unfortunately, the number of applicants has been low. After investigation, staff discovered a two year commitment is more than students are comfortable with.

Councilmember Roberts moves adoption of Ordinance No. 666 Version 2 Amending Shoreline Municipal Code Chapters 2.25.020 and 2.55.020 to amend the Membership Terms of Youth Positions on the Parks, Recreation, and Cultural Services Board and Library Board, waiving second reading per Council Rule 3.5B. Deputy Mayor Eggen seconded the motion.

Councilmember Winstead moved to amend the main motion by striking “and youth members shall serve no more than two consecutive one-year terms” and inserting “and youth members shall serve no more than four consecutive one-year terms”. Councilmember Roberts seconded the motion, which carried unanimously.

Councilmembers stated youth participation is vital and the City needs to make it more appealing for students to apply and serve.

The main motion to adopt Ordinance No. 666, as amended, was unanimously approved.

(b) Discussion and Adoption of Ordinance No. 665, Amending Responsibilities of the Shoreline Planning Commission in the Review of Quasi-Judicial Land Use Approvals and Making Minor Clarifications to Commission Procedures and Amending Shoreline Municipal Code Chapter 2.20, waiving second reading per Council Rule 3.5B

Rachael Markle, Planning & Community Development Director, explained the staff recommendation to adopt Ordinance No. 665 to bring SMC Chapter 2.20 Planning Commission up to date with Ordinance No. 621 that amended SMC Chapter 20.30.060 transferring review authority for all quasi-judicial hearings from the Planning Commission to the Hearing Examiner and other minor amendments to update and clarify the code.

Councilmember Hall moved adoption of Ordinance No. 665. Councilmember McConnell seconded the motion. At Council’s request, Ms. Markle responded to Mr. Jamieson's earlier comments. She explained that the two different annexation area terms are due to Snohomish County and King County calling them out differently. Mr. Sievers added that the terminology does not matter.

A vote was taken on the motion to adopt Ordinance No. 665 which carried unanimously.

9. STUDY ITEM

(a) Discussion of Miscellaneous Development Code Amendments

Steve Szafran, Senior Planner, provided the staff report on the proposed Development Code amendments. He reported there are 19 staff-initiated amendments, and one (1) citizen-initiated amendment included in this packet. He reviewed public comment received to-date and then requested policy direction on any changes.

Councilmembers discussed the proposed amendments, asked clarifying questions, and requested the following:

Roosters

- Survey of other jurisdiction’s codes on roosters, including information on the use of a grandfather clause if applicable.
- Comparison of Shoreline’s proposed regulations with King County’s Animal Control Code.
- Investigate pros, cons, enforcement, and success of noise ordinance.
- Research effectiveness of sound proofing a chicken coop.

Other

- Request to drop proposed amendment to Table 20.50.020(1) – Densities and Dimensions in Residential Zones.
- Rework the proposed language for 20.30.730(C)
- Information on establishing criteria for adding a new use to a campus zone
- Replace “tape recording” with “audio recording” throughout the Code

Ms. Underwood agreed to address Council questions and concerns in a memo and schedule adoption of the amendments for July 29.

10. ADJOURNMENT

At 8:46 p.m., Mayor McGlashan declared the meeting adjourned.

Scott Passey, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 669 amending the Development Code Sections Relating to: Significant Trees, Nonconforming Uses, Master Development Permits, Animals, Duplexes, Building Height, Parking Design, Water Concurrency and Permit Procedures
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Rachael Markle, AICP, Director Paul Cohen, Planner Manager
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Amendments to the Development Code (Shoreline Municipal Code Title 20) are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the review authority for legislative decisions and is responsible for holding a public hearing on proposed Development Code amendments and making a recommendation to the City Council on each amendment. The Planning Commission held the required public hearing on May 16 and has recommended that the City Council adopt the proposed amendments as detailed in Exhibit A to Ordinance No. 669 (Attachment A).

The proposed amendments include a staff initiated rewrite of the entire animal section. The old animal code is out of date, vague and does not address most of the questions and concerns of the residents of Shoreline. The rewrite now has a purpose section, allows for chickens, restricts roosters, and allows for small livestock such as goats and llamas. The amendments also contain one citizen initiated amendment to add veterinarian clinics as a conditional use in the multifamily zones. The Council held a study session on July 15, 2013 to discuss the proposed amendments and asked clarifying questions and gave staff direction on proposed amendments.

RESOURCE/FINANCIAL IMPACT:

The proposed amendments have no direct financial impact to the City.

RECOMMENDATION

Staff recommends Council adopt Ordinance No. 669 amending Shoreline Municipal Code Title 20.

Approved By: City Manager **JU** City Attorney **IS**

BACKGROUND

Amendments to the Development Code are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the review authority for legislative decisions and is responsible for holding an open record public hearing on proposed Development Code amendments and making a recommendation to the City Council on each amendment. The Planning Commission held a public hearing on the proposed development code amendments on May 16, 2013. The Council held a study session on the proposed amendments on July 15, 2013.

DISCUSSION

At the July 15th study session, Council asked staff to expand analysis and provide options for the following amendments:

Chapter 20.20.048 – Significant Tree Definition

The Planning Commission's recommendation amends the definition for a Significant Tree to read as follows: Any ~~healthy, windfirm, and nonhazardous~~ tree eight inches or greater in diameter breast height if it is a conifer and 12 inches or greater in diameter at breast height if it is non-conifer deciduous.

Since the July 15 Council meeting the City has received another letter of concern regarding the amendment to the definition of Significant Tree (Attachment D). One of the main issues articulated in this letter is a concern that by striking "healthy, windfirm and nonhazardous" from the definition of a Significant Tree that a hazardous tree could be considered a Significant Tree and subject to the same rules regarding removal, replacement and retention. The author of the letter further states that treating hazardous trees the same as significant trees represents a distinct departure from the current regulations.

This assertion is correct. All trees that are eight inches or greater in diameter at breast height if they are a conifer and 12 inches or greater in diameter at breast height if they are non-conifer would meet the proposed definition for a Significant Tree. However, the proposed definitional change is not intended to regulate hazardous trees that qualify for a full exemption, under SMC 20.50.310(A), the same as nonhazardous trees and trees that may be hazardous but do not represent an active and imminent hazard. In response to the comment letter, staff recommends that Council amend the Planning Commission recommended language to read as follows (new language highlighted): Any ~~healthy, windfirm, and nonhazardous~~ tree eight inches or greater in diameter at breast height if it is a conifer and 12 inches or greater in diameter at breast height if it is non-conifer deciduous excluding those trees that qualify for complete exemptions from Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards SMC 20.50.310(A).

Staff initiated the original amendment to the Significant Tree definition to correct an unintentional conflict with the new regulations for trees adopted in June 18, 2012. To effectively implement the policies established by the adoption of the new tree regulations, the definition for Significant Tree should have been changed. The new regulations no longer offer a full exemption to remove hazardous trees that do not represent an active and imminent risk. The change to the definition only clarifies that all significant trees are regulated by SMC 20.50 unless they are exempt under SMC 20.50.310.

Note: Hazardous trees as well as all trees and vegetation – significant or not - are also addressed in the Critical Areas regulations and have not been changed either under the new tree code or this definition.

Chapter 20.30 – Procedures and Administration

20.30.085 – Council directed staff to change the word “tape” to “digital audio” when referring to recording at an Early Community Input Meeting. The change has been made and is reflected in Attachment A.

20.30.353 – This amendment allows a new use on a Campus zoned property through an approved Master Development Plan Permit (MDP). Council directed staff to look at the decision criteria for a Master Development Plan to see if the criteria adequately addressed impacts from a proposed new campus use.

As part of the major update to the Comprehensive Plan in 2012, the City Council amended Land Use Policy 18 (LU 18) to allow new uses to be considered on a Campus in conjunction with an MDP. This amendment eliminated the requirement to amend the Comprehensive Plan for each new use prior to adding the use to the Campus. LU 18 currently reads as follows:

The *Campus* land use designation applies to four institutions within the community that serve a regional clientele on a large campus. All development within the Campus land use designation shall be governed by a Master Development Plan Permit. Existing uses in these areas constitute allowed uses in the City’s Development Code. A new use or uses may be approved as part of a Master Development Plan Permit.

MDP Permits are Type C – Quasi Judicial actions that are reviewed and decided by the Hearing Examiner. The City Council conferred these duties to the Hearing Examiner in 2011. Prior to 2011 the Planning Commission served as the review authority with the City Council making the final decision on MDP Permits. The Hearing Examiner bases his or her decision on a MDP Permit on the eight (8) criteria adopted by the City Council. City Council adopted the criteria prior to the comprehensive plan amendment that allowed new uses to be considered as part of the MDP Permit. The decision criteria are included in the comparison chart as Attachment B.

Deputy Mayor Eggen encouraged the Council to ensure that the MDP criteria properly address consideration of new uses. The MDP criteria were not originally written with

new uses in mind. Staff analyzed the MDP decision criteria by comparing it to the criteria for Conditional Uses. Determining the compatibility of a conditional use is analogous to determining the compatibility of new use on a Campus. Both Conditional Uses and new uses approved as part of a MDP permit can be conditioned to achieve compatibility with other uses in the vicinity.

Staff cross-referenced the decision criteria for MDP Permits with Conditional Use Permits to illustrate the similarities and identify potential gaps. Although the criteria are not identical, there appears to be sufficient overlap to conclude that the decision criteria for a MDP takes into consideration the same factors used for approving or denying a Conditional Use with the exception of Conditional Use criterion 6. This may be a criterion the Council would like to add to the MDP decision criteria specific to new uses.

Council has the option of amending SMC 20.30.353(B) Decision Criteria (Attachment A) by adding a suggested additional decision criterion #9:

9. The proposed location shall not result in either the detrimental over-concentration of a particular use within the City or within the immediate area of the proposed use, unless the proposed use is deemed a public necessity.

Chapter 20.40 – Zoning and Use Provisions

20.40.240 – Animal Code. Roosters were the main topic of conversation at the study session. The Council directed staff to research other jurisdictions that regulate roosters and options for sound mitigations if roosters are not banned.

Ban Roosters:

Bremerton – bans roosters, and has a chicken licensing program for hens.

Burien – Burien bans roosters with the following code language:

“Prohibited small animals. The keeping of roosters, mink, foxes and any exotic or wild animals that could pose a public threat or have an obnoxious nature which is a nuisance to the adjacent neighborhood are prohibited.”

Edmonds – Edmonds prohibits all poultry, but allows existing poultry to remain via a registration program until that animal’s death.

Federal Way – prohibited roosters in January 2011 and gave owners a 6-month grace period as follows:

“Roosters are not permitted within the city except for those lots zoned suburban estate. Roosters kept prior to the adoption of this section shall be removed from the property no later than June 30, 2011.”

Kirkland - Roosters are prohibited except for those in RSA (Residential) zones existing prior to August 15, 2012.

Lynnwood – Lynnwood banned roosters in 2012 with no grace period provided to residents.

Seattle – Seattle bans roosters but considers those existing prior to the ordinance (2010) as legal non-conforming. However, they did not put this language into their code, so it relies on enforcement to figure out when the rooster arrived at the property. (Seattle’s code enforcement inspector indicated that enforcement is difficult).

Bans Roosters in Conjunction with Noise Ordinance

City of Snohomish – bans roosters and enforces on a complaint basis. They also have in their animal ordinance a noise provision as follows:

“7.04.070 Prohibited Conduct:

“...Be in possession of property and knowingly permit frequent, continuous, or repetitive barking or noise made by any animal, which originates from the property, and which unreasonably disturbs or interferes with the peace, comfort, and repose of property owners or possessors...”

Regulated Through Noise Ordinance

Snohomish County code contains the following in the noise ordinance:

“Public disturbance noise” means any sound which, because of its random or infrequent occurrence, is not conducive to measurement under the quantitative standards established in SCC [10.01.030](#); and endangers or injures the safety or health of humans or animals, or endangers or damages personal or real property, or annoys, disturbs or perturbs any reasonable person of normal sensitivities,...”

The code goes on to further describe public disturbance noises as follows:

“...Sounds resulting from the following activities, occurring at any hour of the day or night, are determined to be public disturbance noises.

(a) Keeping or harboring any animal or animals whose frequent, repetitive or continuous noisemaking unreasonably interferes with the peace and comfort of persons in rural or residential districts, except farm animals in zones where farm animals are allowed and except the keeping or harboring of animals in commercial kennels, animal shelters, veterinary hospitals, pet shops, and grooming parlors which are in compliance with noise impact mitigation measures designed to meet the standards of SCC [10.01.030](#)(2) and SCC [10.01.040](#)(1) required as a part of a conditional use permit or SEPA determination issued by the Hearing Examiner or Department of Planning and Development Services.”

Sound Mitigations in the Zoning Code

Staff was unable to find any jurisdictions that regulated the sound of roosters through zoning code requirements such as sound-proof structures or boxes.

Council Options

The Council has three options:

1. Ban roosters as proposed in Ordinance No. 669 with a three month grace period. (Staff recommendation)
2. Ban roosters with an extended grace period or grandfathering provision.
3. Regulate roosters through the City's noise ordinance. Although staff does not recommend that the noise ordinance should be used to regulate roosters, staff has provided language (Attachment C) that Council could consider if this is the policy direction Council desires.

RESOURCE/FINANCIAL IMPACT

The proposed development code amendments do not have a direct financial impact on the City.

RECOMMENDATION

Staff recommends Council adopt Ordinance No. 669 amending Shoreline Municipal Code Title 20.

ATTACHMENTS

Attachment A – Ordinance No. 669

Exhibit A – Proposed Development Code Amendments

Attachment B – Comparison Chart for Master Development Plan Decision Criteria

Attachment C – Potential Noise Ordinance Language

Attachment D – July 19, 2013 Letter from EKW Law

ORDINANCE NO. 669

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING THE DEVELOPMENT CODE REGULATIONS RELATING TO SIGNFICAN TREES, NONCONFORMING USES; MASTER DEVELOPMENT PERMITS; ANIMALS; DUPLEXES, BUILDING HEIGHT, PARKING DESIGN; WATER CONCURRENCY AND PERMIT PROCEDURES; AND AMENDING SHORELINE MUNICIPAL CODE CHAPTERS 20.20, 20.30, 2.40, 20.50. AND 20.60

WHEREAS, the City adopted Shoreline Municipal Code Title 20, the Development Code, on June 12, 2000; and

WHEREAS, the Shoreline Municipal Code Chapter 20.30.100 states “Any person may request that the City Council, Planning Commission or Director initiate amendments to the text of the Development Code”; and

WHEREAS, City staff drafted amendments to the Development Code a citizen initiated an amendment regarding use districts for veterinarian clinics; and

WHEREAS, the Council finds that the amendments adopted by this ordinance are consistent with and implement the Shoreline Comprehensive Plan and comply with the adoption requirements of the Growth Management Act, Chapter 36.70A RCW; and

WHEREAS, the Council finds that the amendments adopted by this ordinance meet the criteria in Title 20 for adoption of amendments to the Development Code; now therefore

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment. Shoreline Municipal Code chapters 20.20, 20.30, 20.40, 20.50 and 20.60 are amended as set forth in Exhibit A, which is attached hereto and incorporated herein.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Publication and Effective Date. This ordinance shall take effect five days after publication of the title of this ordinance as an approved summary of the ordinance in the official newspaper of the City.

PASSED BY THE CITY COUNCIL ON JULY 29, 2013.

Keith A. McGlashan, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott Passey
City Clerk

Ian Sievers
City Attorney

Date of publication: , 2013
Effective date: , 2013

20.20.048 T definitions.

Tree, Significant Any ~~healthy, windfirm, and nonhazardous~~ tree eight inches or greater in diameter at breast height if it is a conifer and 12 inches or greater in diameter at breast height if it is non-conifer deciduous excluding those trees that qualify for complete exemptions from Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards SMC under 20.50.310(A).

20.30.085 Early community input meeting.

Applicants are encouraged to develop a community and stakeholders consensus-based master development plan. Community input is required to include soliciting input from stakeholders, community members and any other interested parties with bubble diagrams, diagrammatic site plans, or conceptual site plans. The meeting notice shall be provided at a minimum to property owners located within 1000 feet of the proposal, the Neighborhood Chair as identified by the Shoreline Office of Neighborhoods (Note: if a proposed development is within 1000 feet of adjacent neighborhoods, those chairs shall also be notified), and to the City of Shoreline Planning and Development Services Department. Digital audio recording, video recording, or a court reporter transcription of this meeting or meetings is required at the time of application. The applicant shall provide an explanation of the comments of these entities to the City regarding the incorporation (or not) of these comments into the design and development of the proposal.

20.30.090 Neighborhood meeting.

Prior to application submittal for a Type B or C action, the applicant shall conduct a neighborhood meeting to discuss the proposal.

- A. The purpose of the neighborhood meeting is to:
1. Ensure that potential applicants pursue early and effective citizen participation in conjunction with their proposal, giving the project proponent the opportunity to understand and try to mitigate any real and perceived impact their proposal may have on the neighborhood;
 2. Ensure that the citizens and property owners of the City have an adequate opportunity to learn about the proposal that may affect them and to work with project proponents to resolve concerns at an early stage of the application process.
- B. The neighborhood meeting shall meet the following requirements:
1. Notice of the neighborhood meeting shall be provided by the applicant and shall include the date, time and location of the neighborhood meeting and a description of the project, zoning of the property, site and vicinity maps and the land use applications that would be required.
 2. The notice shall be provided at a minimum to property owners located within 500 feet (1000 feet for Master Development Plan Permits) of the proposal, the Neighborhood Chair as identified by the Shoreline Office of Neighborhoods (Note: if a proposed development is within 500 feet of adjacent neighborhoods, those chairs shall also be notified), and to the City of Shoreline Planning and Development Services Department.
 3. The notice shall be postmarked 10 to 14 days prior to the neighborhood meeting.
 4. The neighborhood meeting shall be held within the City limits of Shoreline.
 5. The neighborhood meeting shall be held anytime between the hours of 5:30 and 9:30 p.m. on weekdays or anytime between the hours of 9:00 a.m. and 9:00 p.m. on weekends.
 6. The neighborhood meeting agenda shall cover the following items:
 - a. Introduction of neighborhood meeting organizer (i.e., developer, property owner, etc.);

- b. Description of proposed project;
- c. Listing of permits that are anticipated for the project;
- d. Description of how comments made at the neighborhood meeting are used;
- e. Provide meeting attendees with the City's contact information;
- f. Provide a sign-up sheet for attendees.

20.30.180 Public notice of public hearing.

Notice of the time and place of an open record hearing shall be made available to the public by the Department no less than 15 days prior to the hearing, through use of these methods:

- **Mail.** Mailing to owners of real property located within 500 feet (1000 feet for Master Development Plan Permit) of the subject property;

- **Newspaper.** The Department shall publish a notice of the open record public hearing in the newspaper of general circulation for the general area in which the proposal is located;

- **Post Site.** Posting the property (for site-specific proposals).

Information regarding Master Development Plan public hearings will be posted on the City's website and cable access channel. (Ord. 591* § 1 (Exh. A), 2010; Ord. 581 § 1

- (Exh. 1), 2010; Ord. 317 § 1, 2003; Ord. 238 Ch. III § 5(b), 2000).

20.30.280 Nonconformance.

A. Any use, structure, lot or other site improvement (e.g., landscaping or signage), which was legally established prior to the effective date of a land use regulation that rendered it nonconforming, shall be considered nonconforming if:

1. The use is now prohibited or cannot meet use limitations applicable to the zone in which it is located; or
2. The use or structure does not comply with the development standards or other requirements of this Code;
3. A change in the required permit review process shall not create a nonconformance.

B. **Abatement of Illegal Use, Structure or Development.** Any use, structure, lot or other site improvement not established in compliance with use, lot size, building, and development standards in effect at the time of establishment shall be deemed illegal and shall be discontinued or terminated and subject to removal.

C. **Continuation and Maintenance of Nonconformance.** A nonconformance may be continued or physically maintained as provided by this Code.

1. Any nonconformance that is brought into conformance for any period of time shall forfeit status as a nonconformance.
2. **Discontinuation of Nonconforming Use.** A nonconforming use shall not be resumed when abandonment or discontinuance extends for 12 consecutive months.
3. **Repair or Reconstruction of Nonconforming Structure.** Any structure nonconforming as to height or setback standards may be repaired or reconstructed; provided, that:
 - a. The extent of the previously existing nonconformance is not increased; and
 - b. The building permit application for repair or reconstruction is submitted within 12 months of the occurrence of damage or destruction.
 - c. The provisions of Chapter 13.12 Floodplain Management are met when applicable.

4. **Modifications to Nonconforming Structures.** Modifications to a nonconforming structure may be permitted; provided, the modification does not increase the area, height or degree of an existing nonconformity.

D. **Expansion of Nonconforming Use.** A nonconforming use may be expanded subject to approval of a conditional use permit unless the Indexed Supplemental Criteria (SMC 20.40.200) requires a special use permit for expansion of the use under the Code. A nonconformance with the development standards shall not be created or increased and the total expansion shall not exceed 10 percent of the use area.

E. **Nonconforming Lots.** Any permitted use may be established on an undersized lot, which cannot satisfy the lot size or width requirements of this Code; provided, that:

1. All other applicable standards of the Code are met; or a variance has been granted;
2. The lot was legally created and satisfied the lot size and width requirements applicable at the time of creation;
3. The lot cannot be combined with contiguous undeveloped lots to create a lot of required size;
4. No unsafe condition is created by permitting development on the nonconforming lot; and
5. The lot was not created as a "special tract" to protect critical area, provide open space, or as a public or private access tract. (Ord. 515 § 1, 2008; Ord. 352 § 1, 2004; Ord. 238 Ch. III § 6, 2000).

F. Nonconformance created by government action.

1. Where a lot, tract, or parcel is occupied by a lawful use or structure, and where the acquisition of right-of-way, by eminent domain, dedication or purchase, by the City or a county, state, or federal agency creates noncompliance of the use or structure regarding any requirement of this code, such use or structure shall be deemed lawful and subject to regulation as a nonconforming use or structure under this section.

2. Existing signs that are nonconforming may be relocated on the same parcel if displaced by government action provided setback standards are met to the extent feasible. If an existing conforming or nonconforming sign would have setbacks reduced below applicable standards as a result of government action, the sign may be relocated on the same parcel to reduce the setback

nonconformity to the extent feasible. To be consistent with 20.50.590(A) the signs shall not be altered in size, shape, or height.

3. A nonconforming lot created under this subsection shall qualify as a building site pursuant to RCW 58.17.210 provided the lot cannot be combined with a contiguous lot(s) to create a conforming parcel.

20.30.353 Master Development Plan.

A. Purpose. The purpose of the master development plan is to define the development of property zoned campus or essential public facilities in order to serve its users, promote compatibility with neighboring areas and benefit the community with flexibility and innovation. With the exception of those uses and standards contained in this section, all other aspects of development, redevelopment or expansion will be regulated as prescribed in this title and other applicable codes for all uses that are permitted outright or through conditional or special use processes in the underlying zones.

B. Decision Criteria. A master development plan shall be granted by the City only if the applicant demonstrates that:

1. The project is designated as either campus or essential public facility in the Comprehensive Plan and Development Code and is consistent with goals and polices of the Comprehensive Plan.
2. The master development plan includes a general phasing timeline of development and associated mitigation.
3. The master development plan meets or exceeds the current regulations for critical areas if critical areas are present.
4. The proposed development uses innovative, aesthetic, energy efficient and environmentally sustainable architecture and site design (including low impact development stormwater systems and substantial tree retention) to mitigate impacts to the surrounding neighborhoods.
5. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.
6. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.

7. The master development plan proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation standards that minimize conflicts and create transitions between the proposal site and adjacent neighborhoods and between institutional uses and residential uses.

8. The applicant shall demonstrate that proposed industrial, commercial or laboratory uses will be safe for the surrounding neighborhood and for other uses on the campus.

C. Amendments. Minor amendments to an approved master development plan may be approved by the Director if the amendment meets the development standards and criteria applicable to the zoning and requirements set forth in this section. Minor amendments include any revision or modification of the previously approved master development plan that would result in any one or more of the following:

1. An increase in the square footage of any proposed building or structure by 10 percent or less; or
2. A change of 15 percent or less in the number of new parking spaces, parking spaces created by re-striping existing parking areas and/or a combination of both except for an increase in parking spaces for bicycles or electric vehicles; or
3. A change in the original phasing timeline for mitigation of the master development plan; or
4. Changes to building placement when located outside of the required setbacks and any required setbacks for critical areas; or
5. A cumulative increase in impervious surface of 10 percent or less or a cumulative decrease in tree cover of 10 percent or less; or
6. Other specific changes as noted in the master development plan.

Major amendments are changes that exceed the thresholds for a minor amendment or were not analyzed as part of an approved master development plan. Major amendments to an approved master development plan shall be processed as a new master development plan.

D. Development Standards.

1. Density is limited to a maximum of 48 units per acre;
2. Height is limited to a maximum of 65 feet;
3. Buildings must be set back at least 20 feet from property lines at 35 feet building height abutting all R-4 and R-6 zones. Above 35 feet buildings shall be set back at a ratio of two to one;
4. New building bulk shall be massed to have the least impact on neighboring single-family neighborhood(s) and development on campus;
5. At a minimum, landscaping along interior lot lines shall conform with the standards set forth in SMC 20.50.490;
6. Construction of buildings and parking areas shall preserve existing significant trees to the maximum extent possible. Landscaping of parking areas shall at a minimum conform with the standards set forth in SMC 20.50.500;
7. Development permits for parking shall include a lighting plan for review and approval by the Planning Director. The lighting shall be hooded and directed such that it does not negatively impact adjacent residential areas;
8. The location, material, and design of any walkway within the campus shall be subject to the review and approval of the Planning Director; and
9. Where adjacent to existing single-family residences, campus roadways and parking areas shall be landscaped as much as possible in the space available to provide a visual screen. The amount and type of plant materials shall be subject to the review and approval of the Planning Director.

These standards may be modified to mitigate significant off-site impacts of implementing the master development plan in a manner equal to or greater than the code standards.

E. New Uses or New Development Standards. ~~In order to allow a Any new use or new uses on a campus zoned site must be processed as part of a Master Development Plan Permit. New uses requested through a Master Development Permit shall be considered concurrently with an amendment to SMC 20.40.150 Campus uses an amendment to the Comprehensive Plan and Development Code is required.~~

F. Early Community Input. Applicants are encouraged to develop a community and stakeholders consensus-based master development plan. Community input is required to include soliciting input from stakeholders, community members and any other interested parties with bubble diagrams, diagrammatic site plans, or conceptual site plans. The meeting notice shall be provided at a minimum to property owners located within 1000 feet of the proposal, the Neighborhood Chair as identified by the Shoreline Office of Neighborhoods (Note: if a proposed development is within 1000 feet of adjacent neighborhoods, those chairs shall also be notified), and to the City of Shoreline Planning and Development Services Department. Digital audio Tape recording, video recording, or a court reporter transcription of this meeting or meetings is required at the time of application. The applicant shall provide an explanation of the comments of these entities to the City regarding the incorporation (or not) of these comments into the design and development of the proposal.

G. Master Plan Vesting Expiration. A master development plan's determination of consistency under RCW 36.70B.040 shall vest for 10 years after issuance or after a major amendment, unless extended vesting for phased development is approved in the master development plan permit. After 10 years, the Planning Commission may review the master development plan permit for consistency with current City's vision, goals, strategies (such as the Economic Development Strategy, Housing Strategy, Environmental Sustainability Strategy) Comprehensive Plan and other sections of the Development Code. If changes are recommended, staff shall initiate a major amendment under this section to achieve consistency unless the revision is approved by the owner. (Ord. 631 § 1 (Exh. 1), 2012; Ord. 581 § 1 (Exh. 1), 2010; Ord. 507 § 4, 2008).

20.30.410 Preliminary subdivision review procedures and criteria.

C. Dedications and Improvements.

1. The City Council may require dedication of land in the proposed subdivision for public use.
2. Only the City Council may approve a dedication of park land. ~~The council may request a review and written recommendation from the Planning Commission~~³. In addition, the City Council may require dedication of land and improvements in the proposed subdivision for public use under the standards of Chapter 20.60 SMC, Adequacy of Public Facilities, and Chapter 20.70 SMC, Engineering and Utilities Development Standards, necessary to mitigate project impacts to utilities, rights-of-way, and stormwater systems.

20.30.730 General provisions.

A. For the purposes of this subchapter, any person who causes or maintains a Code Violation and the owner, lessor, tenant or other person entitled to control, use, or occupancy of property where a Code Violation occurs shall be identified as the responsible party and shall be subject to enforcement action as provided in this subchapter.

However, if a property owner affirmatively demonstrates that the action which resulted in the violation was taken without the owner's knowledge or consent by someone other than the owner or someone acting on the owner's behalf, that owner shall be responsible only for bringing the property into compliance to the extent reasonably feasible under the circumstances, as determined by the Director. Should the responsible party not correct the violation, after service of the notice and order, civil penalties and abatement costs may be assessed.

B. It shall be the responsibility of any person identified as a responsible party to bring the property into a safe and reasonable condition to achieve compliance. Payment of fines, applications for permits, acknowledgment of stop work orders and compliance with other remedies does not substitute for performing the corrective work required and having the property brought into compliance to the extent reasonably possible under the circumstances. The date set for compliance in the notice and order takes precedence over any date established for the expiration of any required permit(s) and will be subordinate only to written extension of the notice and order.

C. The responsible parties have a duty to notify the Director of any actions taken to achieve compliance. A violation shall be considered ongoing until the responsible party has come into compliance and has notified the Director of this compliance, and an official inspection has verified compliance and all assessed penalties and costs have been paid to the City.

D. The procedures set forth in this subchapter are not exclusive. These procedures shall not in any manner limit or restrict the City from remedying or abating Code Violations in any other manner authorized by law. (Ord. 515 § 1, 2008; Ord. 406 § 1, 2006; Ord. 391 § 4, 2005; Ord. 238 Ch. III § 10(b), 2000).

20.30.770 Enforcement provisions.

A. Infraction. Whenever the Director has determined that a Code Violation has occurred, the Director may issue a Class 1 civil infraction, or other class of infraction specified in the particular ordinance violated, to any responsible party, according to the provisions set forth in Chapter 7.80 RCW.

B. Misdemeanor. Any person who willfully or knowingly causes, aids or abets a Code Violation by any act of commission or omission is guilty of a misdemeanor. Upon conviction, the person shall be punished by a fine not to exceed \$1,000 and/or imprisonment in the county jail for a term not to exceed 90 days. Each week (seven days) such violation continues shall be considered a separate misdemeanor offense. A misdemeanor complaint or notice of infraction may be filed as an alternative, or in addition to, any other judicial or administrative remedy provided in this subchapter or by law or other regulation.

C. Suspension, Revocation or Limitation of Permit.

1. The Director may suspend, revoke or limit any permit issued whenever:

a. The permit holder has committed a Code Violation in the course of performing activities subject to that permit;

b. The permit holder has interfered with the Director in the performance of his or her duties relating to that permit;

c. The permit was issued in error or on the basis of materially incorrect information supplied to the City; or

d. Permit fees or costs were paid to the City by check and returned from a financial institution marked nonsufficient funds (NSF) or cancelled.

2. Such suspension, revocation or modification shall be carried out through the notice and order provisions of this subchapter and shall be effective upon the compliance date established by the notice and order. Such revocation, suspension or cancellation may be appealed to the Hearing Examiner using the appeal provisions of this subchapter. Notwithstanding any other provision of this subchapter, the Director may immediately suspend operations under any permit by issuing a stop work order.

D. Civil Penalties.

1. A civil penalty for violation of the terms and conditions of a notice and order shall be imposed in the amount of \$500.00. The total initial penalties assessed

for notice and orders and stop work orders pursuant to this section shall apply for the first 14-day period following the violation of the order, if no appeal is filed. The penalties for the next 14-day period shall be 150 percent of the initial penalties, and the penalties for the next 14-day period and each such period or portion thereafter shall be double the amount of the initial penalties.

2. Any responsible party who has committed a violation of the provisions of Chapter 20.80 SMC, Critical Areas, or Chapter 20.50 SMC, General Development Standards (tree conservation, land clearing and site grading standards), will not only be required to restore unlawfully removed trees or damaged critical areas, insofar as that is possible and beneficial, as determined by the Director, but will also be required to pay civil penalties in addition to penalties under subsection (D)(1) of this section, for the redress of ecological, recreation, and economic values lost or damaged due to the violation. Civil penalties will be assessed according to the following factors:

a. An amount determined to be equivalent to the economic benefit that the responsible party derives from the violation measured as the total of:

- i. The resulting increase in market value of the property; and
- ii. The value received by the responsible party; and
- iii. The savings of construction costs realized by the responsible party as a result of performing any act in violation of the chapter; and

b. A penalty of \$2,000 if the violation has severe ecological impacts, including temporary or permanent loss of resource values or functions.

3. An additional penalty of \$2,000 if the violation was deliberate, the result of knowingly false information submitted by the property owner, agent, or contractor, or the result of reckless disregard on the part of the property owner, agent, or their contractor. The property owner shall assume the burden of proof for demonstrating that the violation was not deliberate.

4. A repeat violation means a violation of the same regulation in any location within the City by the same responsible party, for which voluntary compliance previously has been sought or any enforcement action taken, within the immediate preceding 24-consecutive-month period, and will incur double the civil penalties set forth above.

5. Under RCW 59.18.085, if, after 60 days from the date that the City first advanced relocation assistance funds to displaced tenants, the landlord does

not repay the amount of relocation assistance advanced by the City, the City shall assess civil penalties in the amount of \$50.00 per day for each tenant to whom the City has advanced a relocation assistance payment.

6. The responsible parties have a duty to notify the Director of any actions taken to achieve compliance with the notice and order. Civil penalties shall accrue through the date of compliance. For purposes of assessing civil penalties However, a violation shall be considered ongoing until the responsible party has come into compliance with the notice and order and has notified the Director of this compliance, and an official inspection has verified compliance. Civil penalties shall remain an obligation of the responsible parties until paid regardless of compliance unless waived or adjusted under this section.

7. a. Civil penalties will be waived by the Director or will be reimbursed to the payer by the Director, with the concurrence of the Administrative Services Director, under the following documented circumstances:

- i. The notice and order was issued in error; or
- ii. The civil penalties were assessed in error; or
- iii. Notice failed to reach the property owner due to unusual circumstances;

b. Civil penalties accrued under 20.30.770. D.1 will be reduced by the Director to 20 percent of accrued penalties if voluntary compliance is achieved and the City is reimbursed its reasonable staff and professional costs ~~attorney's fees~~ incurred in enforcing the notice and order.

E. Abatement.

1. All public nuisances are subject to abatement under this subchapter.
2. **Imminent Nuisance and Summary Abatement.** If a condition, substance, act or nuisance exists which causes a condition the continued existence of which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the City may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for the abatement, shall be given to the person responsible for the property and the violation as soon as reasonably possible after the abatement. The Director shall make the determination of a condition, substance, act or other occurrence constituting an imminent nuisance requiring summary abatement. Costs, both direct and indirect, of the abatement may be assessed as provided in this chapter.

3. In the case of such unfit dwellings, buildings, structures, and premises or portions thereof, the Director, as an alternative to any other remedy provided in this subchapter, may abate such conditions by demolition, repair, removal, or securing the site and have abatement costs collected as taxes by the King County Treasury pursuant to SMC 20.30.775. If an occupied rental dwelling or its premises are declared unfit and required to be vacated by a notice and order, and the landlord fails to pay relocation assistance as set forth in RCW 59.18.085, the City shall advance relocation assistance funds to eligible tenants in accordance with RCW 59.18.085.

F. Additional Enforcement Provisions. The enforcement provisions of this section are not exclusive, and may be used in addition to other enforcement provisions authorized by the Shoreline Municipal Code or by state law, including filing for injunctive relief or filing of a civil action. (Ord. 631 § 1 (Exh. 1), 2012; Ord. 581 § 1 (Exh. 1), 2010; Ord. 466 § 2, 2007; Ord. 406 § 1, 2006; Ord. 391 § 4, 2005; Ord. 251 § 2(D), 2000; Ord. 238 Ch. III § 10(c), 2000. Formerly 20.30.740).

Table 20.40.120 Residential uses.

NAICS #	SPECIFIC LAND USE	R4- R6	R8- R12	R18- R48	TC-4	NB	CB	MB	TC-1, 2 & 3
RESIDENTIAL GENERAL									
	Accessory Dwelling Unit	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
	Affordable Housing	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
	Apartment		C	P	P	P	P	P	P
	Duplex	P-i	P-i	P-i	P-i	P-i			
	Home Occupation	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
	Manufactured Home	P-i	P-i	P-i	P-i				
	Mobile Home Park	P-i	P-i	P-i	P-i				
	Single-Family Attached	P-i	P	P	P	P			
	Single-Family Detached	P	P	P	P				
GROUP RESIDENCES									
	Boarding House	C-i	C-i	P-i	P-i	P-i	P-i	P-i	P-i
	Community Residential Facility-I (Less than 11 residents and staff)	C	C	P	P	P	P	P	P
	Community Residential Facility-II		C	P-i	P-i	P-i	P-i	P-i	P-i
721310	Dormitory		C-i	P-i	P-i	P-i	P-i	P-i	P-i
TEMPORARY LODGING									
721191	Bed and Breakfasts	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
72111	Hotel/Motel						P	P	P
	Recreational Vehicle	P-i	P-i	P-i	P-i	P-i	P-i	P-i	
	Tent City	P-i	P-i	P-i	P-i	P-i	P-i	P-i	
MISCELLANEOUS									
	Animals, Small, Keeping and Raising	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
P = Permitted Use S = Special Use C = Conditional Use -i = Indexed Supplemental Criteria									

Table 20.40.130 Nonresidential uses.

NAICS #	SPECIFIC LAND USE	R4- R6	R8- R12	R18- R48	TC-4	NB	CB	MB	TC-1, 2 & 3
	RETAIL/SERVICE								
532	Automotive Rental and Leasing						P	P	P only in TC- 1
81111	Automotive Repair and Service					P	P	P	P only in TC- 1
451	Book and Video Stores/Rental (excludes Adult Use Facilities)			C	C	P	P	P	P
513	Broadcasting and Telecommunications							P	P
812220	Cemetery, Columbarium	C-i	C-i	C-i	C-i	P-i	P-i	P-i	P-i
	Houses of Worship	C	C	P	P	P	P	P	P
	Collective Gardens					P-i	P-i	P-i	
	Construction Retail, Freight, Cargo Service							P	
	Daycare I Facilities	P-i	P-i	P	P	P	P	P	P
	Daycare II Facilities		C	P	P	P	P	P	P
722	Eating and Drinking Establishments (Excluding Gambling Uses)	C-i	C-i	C-i	C-i	P-i	P-i	P-i	P-i
812210	Funeral Home/Crematory	C-i	C-i	C-i	C-i		P-i	P-i	P-i
447	Fuel and Service Stations					P	P	P	P
	General Retail Trade/Services					P	P	P	P
811310	Heavy Equipment and Truck Repair							P	
481	Helistop			S	S	S	S	C	C
485	Individual Transportation and Taxi						C	P	P only in TC- 1

812910	Kennel or Cattery						C-i	P-i	P-i
	Library Adaptive Reuse	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
31	Light Manufacturing							S	P
441	Motor Vehicle and Boat Sales							P	P only in TC-1
	Professional Office			C	C	P	P	P	P
5417	Research, Development and Testing							P	P
484	Trucking and Courier Service						P-i	P-i	P-i
541940	Veterinary Clinics and Hospitals			C-i		P-i	P-i	P-i	P-i
	Warehousing and Wholesale Trade							P	
	Wireless Telecommunication Facility	P-i	P-i	P-i	P-i	P-i	P-i	P-i	P-i
P = Permitted Use S = Special Use C = Conditional Use -i = Indexed Supplemental Criteria									

20.40.240 Animals – Keeping of

1. Purpose. Establish regulations for the keeping of animals that will minimize nuisances and disturbances caused by animals, minimize the impact of livestock on the environment and prevent cruelty to animals.

2. Permitted accessory use. The keeping of pets, and the raising, keeping and breeding of small animals, bees and livestock are allowed as an accessory use to residential uses in any zone, subject to the regulations of this section and SMC Title 6, Animals. Keeping of animals related to commercial uses is not subject to this section and is covered in SMC Title 6.

3. Small animals. The maximum numbers of small animals are as follows, small animals on the premises less than 2 months in age are excluded from the density limitations:

a. Small animals which are kept exclusively in a dwelling as household pets including those kept in aquariums, terrariums, cages or similar containers shall not be limited in number, except as may be provided in SMC 20.30.740.

b. Regardless of the total numbers of animals allowed in this section, the total number of unaltered adult cats and dogs per household shall not exceed three, provided, that all unaltered animals kept outdoors must be kept on a leash or in a confined area.

c. The total maximum of a combination of small animals allowed outside, including dogs and cats, shall be limited to three per household on lots of less than 20,000 square feet. One additional small animal is allowed with each additional 5,000 square feet of site area over 20,000 square feet, up to a maximum of 20.

d. Chickens (hens), rabbits and similarly sized animals: Any combination of six (6) chickens (excluding roosters), rabbits and similarly sized animals may be kept on any lot in addition to the small animals permitted in the preceding subsections. On lots of at least one-half acre, such animals may be kept at the rate of twelve (12) for each one-half acre.

e. Birds (other than domestic fowl) shall be kept in an aviary or loft that meets the following standards:

1. The aviary or loft shall provide one-half cubic foot for each parakeet, canary or similarly sized birds, one cubic foot for each pigeon, small parrot or similarly sized bird, and two cubic feet for each large parrot, macaw or similarly sized bird.

2. Aviaries or lofts shall not exceed 2,000 square feet in footprint.

3. The aviary is set back at least 10 feet from any property line, and 20 feet from any neighboring dwelling unit.

4. Beekeeping is limited as follows:

- a. Beehives are limited to four hives on sites less than 20,000 square feet;
- b. Hives must be at least 25 feet from any property line; if the lot width or depth does not allow for 25' per side then the hive may be placed in the center of the widest point of the lot on a lot, so long as it is at least 50 feet wide.
- c. Must register with the Washington State Department of Agriculture;
- d. Must be maintained to avoid overpopulation and swarming.

5. Livestock (Farm Animals):

The maximum number of livestock shall be as follows:

- a. The minimum lot area for large livestock shall be two acres. Each animal is required one-half acre for the animal's occupancy.
- b. Small livestock such as sheep, goats: Subject to the provisions of (3) above. Male goats must be de-horned and neutered.
- c. Livestock under six months of age are excluded from the density limitations.

6. Categorization of animals. In the event that animals are proposed that do not clearly fall within the size categories established by this code, the Director shall determine an appropriate category based on that which is most similar to the animal in question and its impact on neighboring properties and the environment.

7. Prohibited Animals. In addition to the exotic animals prohibited in SMC Title 6, the keeping of swine over 120 lbs and 20 inches tall, roosters, peacocks and peahens, mink, nutria and foxes shall be prohibited.

8. Exemptions. The following animals are exempt from the provisions of this chapter:

- a. Service Animals as defined by SMC Title 6.
- b. Temporary uses of animals such as goats for the purpose of vegetation management.

9. Maintenance and operational standards. All animal keeping shall comply with all of the following maintenance and operational standards.

- a. Odor and vector control. All animal enclosures, including but not limited to pens, coops, cages and feed areas shall be maintained free from litter, garbage and the accumulation of manure, so as to discourage the proliferation of flies, other disease vectors and offensive odors. They shall provide adequate ventilation and protection from the elements, pests and predators. There must be adequate space within the enclosures so that each animal has room to fully extend themselves and turn around.
- b. Enclosures. Enclosures for large livestock must be set back at least 20 feet from any property line.
- c. Animal Waste. Manure shall not be allowed to accumulate within setback areas. Each site shall be maintained in a neat and sanitary manner.
- d. Containment. All animals shall be effectively contained on the site, and shall not be allowed to run free on any parcel in a separate ownership or in a public right-of-way.
- e. Waterway protection. All animal keeping shall adhere to the Best Management Practices as required by the City's adopted Stormwater Manual.

~~A. The raising, keeping, breeding or fee boarding of small animals are subject to SMC Title 6, Animal Control Regulations.~~

~~B. Small animals which are kept exclusively indoors as household pets shall not be limited in number, except as may be provided in SMC Title 6. Other small animals, excluding cats kept indoors as household pets, shall be limited to five, of which not more than four may be unaltered cats and dogs. Cats kept indoors shall not be limited in number.~~

~~C. Other small animals, including adult cats and dogs, shall be limited to three per household on lots of less than 20,000 square feet, five per household on lots of 20,000 to 35,000 square feet, with an additional two per acre of site area over 35,000 square feet up to a maximum of 20, unless more are allowed as an accessory use pursuant to subsection (F) of this section; provided, that all unaltered animals kept outdoors must be kept on a leash or in a confined area, except as authorized for a kennel or cattery.~~

D. ~~Excluding kennels and catteries, the total number of unaltered adult cats and/or dogs per household shall not exceed three.~~

E. ~~Animals considered to be household pets shall be treated as other small animals, when they are kept for commercial breeding, boarding or training.~~

F. ~~Small animals and household pets kept as an accessory use outside the dwelling shall be raised, kept or bred only as an accessory use on the premises of the owner, or in a kennel or cattery approved through the conditional use permit process, subject to the following limitations:~~

1. ~~Birds shall be kept in an aviary or loft that meets the following standards:~~

a. ~~The aviary or loft shall provide one half cubic foot for each parakeet, canary or similarly sized birds, one cubic foot for each pigeon, small parrot or similarly sized bird, and two cubic feet for each large parrot, macaw or similarly sized bird.~~

b. ~~Aviaries or lofts shall not exceed 2,000 square feet in footprint.~~

c. ~~The aviary is set back at least 10 feet from any property line, and 20 feet from any dwelling unit.~~

2. ~~Small animals other than birds shall be kept according to the following standards:~~

a. ~~All animals shall be confined within a building, pen, aviary or similar structure.~~

b. ~~Any covered structure used to house or contain such animals shall maintain a distance of not less than 10 feet to any property line.~~

c. ~~Rabbits are limited to a maximum of one animal per one square foot of structure used to house such animals, up to a maximum of 2,000 square feet.~~

d. ~~Hamsters, nutria and chinchilla are limited to a maximum of one animal per square foot of structure used to house such animals, up to a maximum of 2,000 square feet.~~

e. ~~Beekeeping is limited as follows:~~

i. ~~Beehives are limited to four hives on sites less than 20,000 square feet;~~

ii. ~~Hives must be at least 25 feet from any property line;~~

iii. ~~Must register with the Washington State Department of Agriculture;~~

iv. ~~Must be maintained to avoid overpopulation and swarming.~~

~~f. Prohibited Animals. The keeping of mink, foxes, and/or hogs shall be prohibited. (Ord. 406 § 1, 2006; Ord. 238 Ch. IV § 3(B), 2000).~~

20.40.340 Duplex.

Duplex may be permitted in R-4 and R-6 zones subject to compliance with dimensional and density standards for applicable R-4 or R-6 zone and subject to single-family residential design standards.

~~Two or~~ More than two duplexes on a single parcel are subject to multifamily and single-family attached residential design standards. (Ord. 299 § 1, 2002; Ord. 238 Ch. IV § 3(B), 2000).

20.50.020 Standards – Dimensional requirements.**A. Table 20.50.020(1) – Densities and Dimensions in Residential Zones**

Note: Exceptions to the numerical standards in this table are noted in parentheses and described below.

Residential Zones								
STANDARDS	R-4	R-6	R-8	R-12	R-18	R-24	R-48	TC-4
Base Density: Dwelling Units/Acre	4 du/ac	6 du/ac (67)	8 du/ac	12 du/ac	18 du/ac	24 du/ac	48 du/ac	Based on bldg. bulk limits
Min. Density	4 du/ac	4 du/ac	4 du/ac	6 du/ac	8 du/ac	10 du/ac	12 du/ac	Based on bldg. bulk limits
Min. Lot Width (2)	50 ft	50 ft	50 ft	30 ft	30 ft	30 ft	30 ft	N/A
Min. Lot Area (2)	7,200 sq ft	7,200 sq ft	5,000 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	2,500 sq ft	N/A
Min. Front Yard Setback (2) (3)	20 ft	20 ft	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Min. Rear Yard Setback (2) (4) (5)	15 ft	15 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Min. Side Yard Setback (2) (4) (5)	5 ft	5 ft min. and 15 ft total sum of two	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (89)	30 ft (35 ft with pitched	30 ft (35 ft with pitched	35 ft	35 ft	35 ft (40 ft with pitched	35 ft (40 ft with pitched	35 ft (40 ft with pitched	35 ft

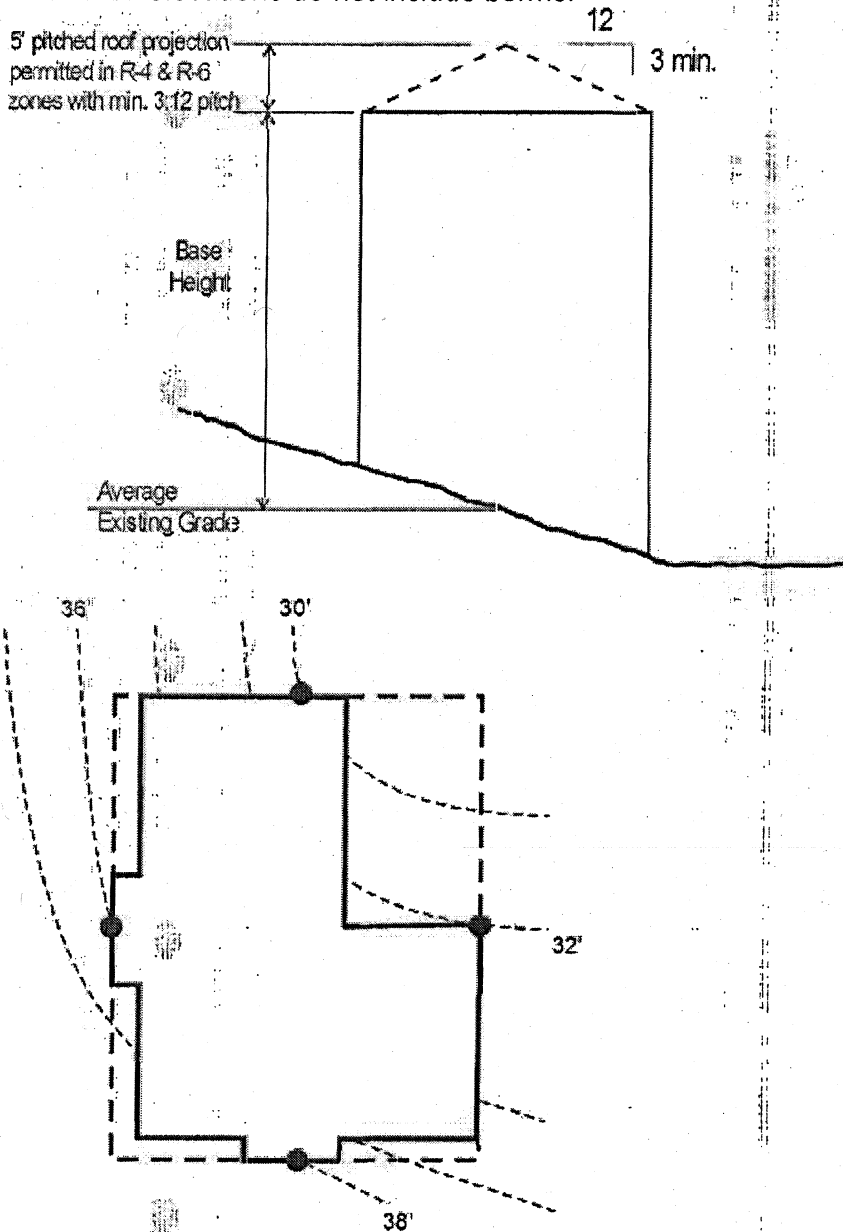
	roof)	roof)			roof)	roof)	roof) (78)	
Max. Building Coverage (2) (6)	35%	35%	45%	55%	60%	70%	70%	N/A
Max. Hardscape (2) (6)	45%	50%	65%	75%	85%	85%	90%	90%

Exceptions to Table 20.50.020(1):

- (1) Repealed by Ord. 462.
- (2) These standards may be modified to allow zero lot line developments. Setback variations apply to internal lot lines only. Overall site must comply with setbacks, building coverage and hardscape limitations; limitations for individual lots may be modified.
- (3) For single family detached development exceptions to front yard setback requirements, please see SMC 20.50.070.
- (4) For single family detached development exceptions to rear and side yard setbacks, please see SMC 20.50.080.
- (5) For developments consisting of three or more dwellings located on a single parcel, the building setback shall be 15 feet along any property line abutting R-4 or R-6 zones. Please see SMC 20.50.130.
- ~~(6) The maximum building coverage shall be 35 percent and the maximum hardscape area shall be 50 percent for single family detached development located in the R-12 zone.~~
- ~~(6) (7) The base density for single-family detached dwellings on a single lot that is less than 14,400 square feet shall be calculated using a whole number, without rounding up.~~
- ~~(7) (8) For development on R-48 lots abutting R-12, R-24, R-48, O, NB, CB, MB, TC, NGBD, MUZ, I, and CZ zoned lots the maximum height allowed is 50 feet and may be increased to a maximum of 60 feet with the approval of a conditional use permit.~~
- ~~(8) (9) Base height for high schools in all zoning districts except R-4 is 50 feet. Base height may be exceeded by gymnasiums to 55 feet and by theater fly spaces to 72 feet.~~

20.50.050 Building height – Standards.

The base height for all structures shall be measured from the average existing grade to the highest point of the roof. The average existing grade shall be determined by first delineating the smallest rectangle which can enclose the building and then averaging the elevations taken at the midpoint of each side of the rectangle; provided, that the measured elevations do not include berms.



$$\text{Average Existing Grade} = \frac{30' + 32' + 36' + 38'}{4} = 34'$$

Figure 20.50.050(A): Building height measurement.

Exception 20.50.050(1): The ridge of a pitched roof on the principal house in R-4 and R-6 zones may extend up to 35 feet; provided, that all parts of the roof above 30 feet must be pitched at a rate of not less than three to 12.

Exception 20.50.050(2): The ridge of a pitched roof on the building in the R-18 through R-48 zones may extend up to 40 feet; provided, that all parts of the roof above 35 feet must be pitched at a rate of not less than four to 12. (For further exceptions to height limits in the R-48 zone, see Exceptions 20.50.020(8) and (9).)

Exception 20.50.050(3): The following structures may be erected above the height limits in residential zones:

- Roof structures housing or screening elevators, stairways, tanks, ventilating fans, or similar equipment required for building operation and maintenance;
- Fire or parapet walls, skylights, flagpoles, chimneys, renewable energy systems such as solar collectors and small scale wind generators are allowed an additional 15 feet above the height limit of the zone when camouflaged to the greatest extent possible, and utility line towers and poles; and
- Steeples, crosses, and spires when integrated as an architectural element of a building. (Ord. 352 § 1, 2004; Ord. 238 Ch. V § 1(B-4), 2000).

Table 20.50.390A – General Residential Parking Standards

RESIDENTIAL USE	MINIMUM SPACES REQUIRED
Single detached/townhouse:	2.0 per dwelling unit
Apartment:	
Studio units:	.75 per dwelling unit
One-bedroom units:	.75 per dwelling unit
Two-bedroom plus units:	1.5 per dwelling unit
Accessory dwelling units:	1.0 per dwelling unit
Mobile home park:	2.0 per dwelling unit

Table 20.50.390B – Special Residential Parking Standards

RESIDENTIAL USE	MINIMUM SPACES REQUIRED
Bed and breakfast guesthouse:	1 per guest room, plus 2 per facility
Community residential facilities:	1 per 2 units
Dormitory, including religious:	1 per 2 units
Hotel/motel, including organizational hotel/lodging:	1 per unit
Senior citizen assisted:	1 per 3 dwelling or sleeping units

Table 20.50.390C – General Nonresidential Parking Standards

Note: Square footage in this subchapter refers to net usable area and excludes walls, corridors, lobbies, bathrooms, etc.

NONRESIDENTIAL USE	MINIMUM SPACES REQUIRED
General services uses:	1 per 300 square feet
Government/business services uses:	1 per 500 square feet
Manufacturing uses:	.9 per 1,000 square feet
Recreation/culture uses:	1 per 300 square feet
Regional uses:	(Director)
Retail trade uses:	1 per 400 square feet

Note: Square footage in this subchapter refers to net usable area and excludes walls, corridors, lobbies, bathrooms, etc.

Table 20.50.390D – Special Nonresidential Standards

NONRESIDENTIAL USE	MINIMUM SPACES REQUIRED
Bowling center:	2 per lane
Houses of Worship	1 per 5 fixed seats, plus 1 per 50 square feet of gross floor area without fixed seats used for assembly purposes
Conference center:	1 per 3 fixed seats, plus 1 per 50 square feet used for assembly purposes without fixed seats, or 1 per bedroom, whichever results in the greater number of spaces
Construction and trade:	1 per 300 square feet of office, plus 1 per 3,000 square feet of storage area
Courts:	3 per courtroom, plus 1 per 50 square feet of fixed-seat or assembly area

Daycare I:	2 per facility, above those required for the baseline of that residential area
Daycare II:	2 per facility, plus 1 for each 20 clients
Elementary schools:	1.5 per classroom
Fire facility:	(Director)
Food stores less than 15,000 square feet:	1 per 350 square feet
Funeral home/crematory:	1 per 50 square feet of chapel area
Fuel service stations with grocery, no service bays:	1 per facility, plus 1 per 300 square feet of store bays:
Fuelservice stations without grocery:	3 per facility, plus 1 per service bay
Golf course:	3 per hole, plus 1 per 300 square feet of clubhouse facilities
Golf driving range:	1 per tee
Heavy equipment repair:	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of indoor repair area

Table 20.50.390D – Special Nonresidential Standards (Continued)

NONRESIDENTIAL USE	MINIMUM SPACES REQUIRED
High schools with stadium:	Greater of 1 per classroom plus 1 per 10 students, or 1 per 3 fixed seats in stadium
High schools without stadium:	1 per classroom, plus 1 per 10 students
Home occupation:	In addition to required parking for the dwelling unit, 1 for any nonresident employed by the home occupation and 1 for patrons when services are rendered on-site.
Hospital:	1 per bed

Middle/junior high schools:	1 per classroom, plus 1 per 50 students
Nursing and personal care facilities:	1 per 4 beds
Outdoor advertising services:	1 per 300 square feet of office, plus 0.9 per 1,000 square feet of storage area
Outpatient and veterinary clinic offices:	1 per 300 square feet of office, labs, and examination rooms
Park/playfield:	(Director)
Police facility:	(Director)
Public agency archives:	0.9 per 1,000 square feet of storage area, plus 1 per 50 square feet of waiting/reviewing area
Public agency yard:	1 per 300 square feet of offices, plus 0.9 per 1,000 square feet of indoor storage or repair area
Restaurants:	1 per 75 square feet in dining or lounge area
Retail and mixed trade:	1 per 400 square feet
Self-service storage:	1 per 3,500 square feet of storage area, plus 2 for any resident director's unit
Specialized instruction schools:	1 per classroom, plus 1 per 2 students
Theater:	1 per 3 fixed seats
Vocational schools:	1 per classroom, plus 1 per 5 students
Warehousing and storage:	1 per 300 square feet of office, plus 0.5 per 1,000 square feet of storage area
Wholesale trade uses:	0.9 per 1,000 square feet
Winery/brewery:	0.9 per 1,000 square feet, plus 1 per 50 square feet of tasting area

Exception 20.50.390(A)(1): If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number, with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Exception 20.50.390(A)(2): When the City of Shoreline has received a shell building permit application, off-street parking requirements shall be based on the possible tenant improvements or uses authorized by the zone designation and compatible with the limitations of the shell permit. When the range of possible uses results in different parking requirements, the Director will establish the amount of parking based on a likely range of uses.

Exception 20.50.390(A)(3): Where other provisions of this Code stipulate higher maximum parking or reduced minimum parking requirements, those provisions shall apply.

Exception 20.50.390(A)(4): Minimum parking requirements may be reduced through provisions in SMC 20.50.400.

B. Off-street parking ratios expressed as number of spaces per square feet shall be based on the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include, but are not limited to, building maintenance areas, storage areas, closets, or restrooms.

C. For all nonresidential uses, the maximum amount of allowed parking shall not exceed 50 percent over the minimum required number of stalls. Any proposal for parking that exceeds 10 percent over the minimum required number of stalls must be approved by the Director.

D. Any amount of surface parking lot that is over the minimum required number of stalls shall be paved with permeable pavement. (Ord. 581 § 1 (Exh. 1), 2010; Ord. 238 Ch. V § 6(B-1), 2000).

20.50.400 Reductions to minimum parking requirements.

- A. Reductions of up to 25 percent may be approved by the Director using a combination of the following criteria:
1. On-street parking along the parcel's street frontage.
 2. Shared parking agreement with adjoining parcels and land uses that do not have conflicting parking demands.
 3. High-occupancy vehicle (HOV) and hybrid or electric vehicle (EV) parking.
 4. Conduit for future electric vehicle charging spaces, per National Electrical Code, equivalent to the number of required disabled parking spaces.
 5. High-capacity transit service available within a one-half mile walk shed.
 6. A pedestrian public access easement that is 8 feet wide, safely lit and connects through a parcel between minimally two different rights-of-way. This easement may include other pedestrian facilities such as walkways and plazas.
 7. Concurrence with King County Right-sized Parking data, census tract data, and other parking demand study results.
 8. The applicant uses permeable pavement on at least 20% of the area of the parking lot.
- B. In the event that the Director approves reductions in the parking requirement, the basis for the determination shall be articulated in writing.
- C. The Director may impose performance standards and conditions of approval on a project including a financial guarantee.
- D. Reductions of up to 50 percent may be approved by Director for the portion of housing providing low-income housing units that are 60% of AMI or less as defined by the U.S. Department of Housing and Urban Development.

20.50.410 Parking design standards.

A. All vehicle parking and storage for single-family detached dwellings and duplexes must be in a garage, carport or on an approved impervious surface or pervious concrete or pavers. Any surface used for vehicle parking or storage must have direct and unobstructed driveway access.

B. All vehicle parking and storage for multifamily and commercial uses must be on a paved surface, pervious concrete or pavers.

C. On property occupied by a single-family detached residence or duplex, the total number of vehicles wholly or partially parked or stored outside of a building or carport shall not exceed six, excluding a maximum combination of any two boats, recreational vehicles, or trailers. This section shall not be interpreted to allow the storage of junk vehicles as covered in SMC 20.30.750.

D. Off-street parking areas shall not be located more than 500 feet from the building they are required to serve. Where the off-street parking areas do not abut the buildings they serve, the required maximum distance shall be measured from the nearest building entrance that the parking area serves:

1. For all single detached dwellings, the parking spaces shall be located on the same lot they are required to serve;
2. For all other residential dwellings, at least a portion of parking areas shall be located within 100 feet from the building(s) they are required to serve; and
3. For all nonresidential uses permitted in residential zones, the parking spaces shall be located on the same lot they are required to serve and at least a portion of parking areas shall be located within 150 feet from the nearest building entrance they are required to serve;
4. No more than 50 percent of the required minimum number of parking stalls may be compact spaces.

Exception 20.50.410(D)(1): In commercial zones, the Director may allow required parking to be supplied in a shared parking facility that is located more than 500 feet from the building it is designed to serve if adequate pedestrian access is provided and the applicant submits evidence of a long-term, shared parking agreement.

E. The minimum parking space and aisle dimensions for the most common parking angles are shown in Table 20.50.410E below. For parking angles other than those shown in the table, the minimum parking space and aisle dimensions shall be determined by the Director. Regardless of the parking angle, one-way aisles shall be at

least 10 feet wide, and two-way aisles shall be at least 20 feet wide. Parking plans for angle parking shall use space widths no less than eight feet, six inches for a standard parking space design and eight feet for a compact car parking space design.

Table 20.50.410E – Minimum Parking Stall and Aisle Dimensions

A	B	C	D	E	F		
Parking Angle	Stall Width (feet)	Curb Length (feet)	Stall Depth (feet)	Aisle Width (feet)		Unit Depth (feet)	
				1-Way	2-Way	1-Way	2-Way
0	8.0* Min. 8.5 Desired 9.0	20.0* 22.5 22.5	8.0 8.5 9.0	12.0	20.0	29.0	37.0
30	8.0* Min. 8.5 Desired 9.0	16.0* 17.0 18.0	15.0 16.5 17.0	10.0	20.0	42.0	53.0
45	8.0* Min. 8.5 Desired 9.0	11.5* 12.0 12.5	17.0*	12.0	20.0	50.0	58.0
60	8.0* Min. 8.5 Desired 9.0	9.6* 10.0 10.5	18.0 20.0 21.0	18.0	20.0	58.0	60.0
90	8.0* Min. 8.5 Desired 9.0	8.0* 8.5 9.0	16.0* 20.0 20.0	23.0	23.0	63.0	63.0

Notes:

* For compact stalls only

** Variable, with compact and standard combinations

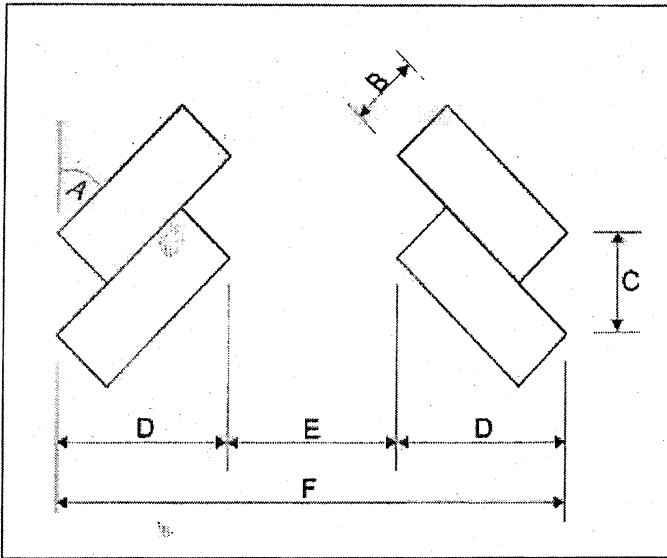


Figure 20.50.410(E)(1): Diagram of corresponding parking dimensions A through F from Table 20.50.410.

Exception 20.50.410(E)(1): The parking space depth may be reduced up to 18 inches when vehicles overhang a walkway under the following conditions:

1. Wheel stops or curbs are installed that provide a maximum 18-inch overhang; and
2. The remaining walkway provides a minimum of 60 inches of unimpeded passageway for pedestrians.

Exception 20.50.410(E)(2): Tandem or end-to-end parking is allowed in residential developments. Single-family, duplex and townhouse developments may have tandem parking areas for each dwelling unit but shall not combine parking for separate dwelling units in tandem parking areas.

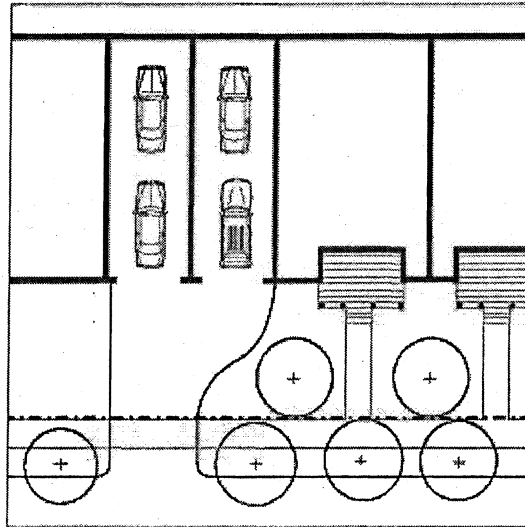
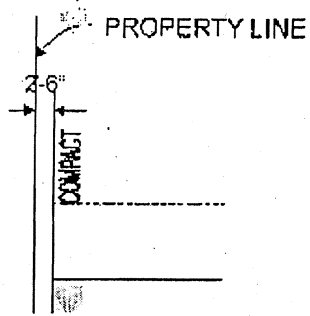


Figure Exception to 20.50.410(E)(2): Illustration of tandem parking.

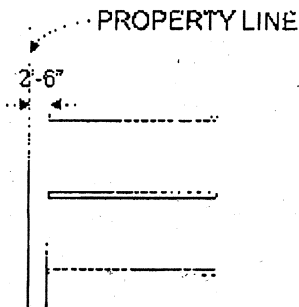
Exception 20.50.410(E)(3): Vanpool/carpool parking areas shall meet the following minimum design standards;

1. A minimum vertical clearance of seven feet, three inches shall be provided to accommodate van vehicles if designated vanpool/carpool parking spaces are located in a parking structure; and
2. A minimum turning radius of 26 feet, four inches with a minimum turning diameter (curb to curb) of 52 feet, five inches shall be provided from parking aisles to adjacent carpool/vanpool parking spaces.

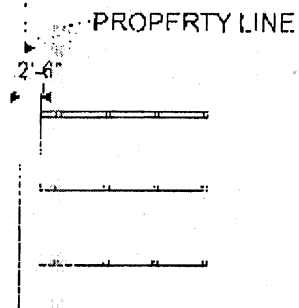
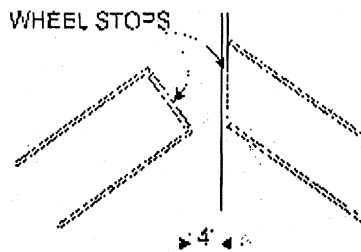
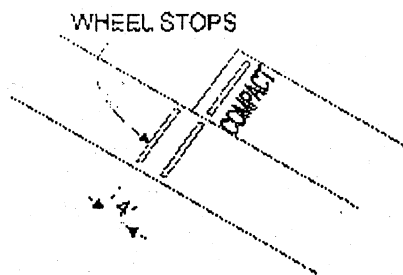
F. Asphalt or concrete surfaced parking areas shall have parking spaces marked by surface paint lines or suitable substitute traffic marking material in accordance with Washington State Department of Transportation standards. Wheel stops are required where a parked vehicle encroaches on adjacent property, pedestrian access or circulation areas, right-of-way or landscaped areas. Typical approved markings and wheel stop locations are illustrated in Figure 20.50.410(F).



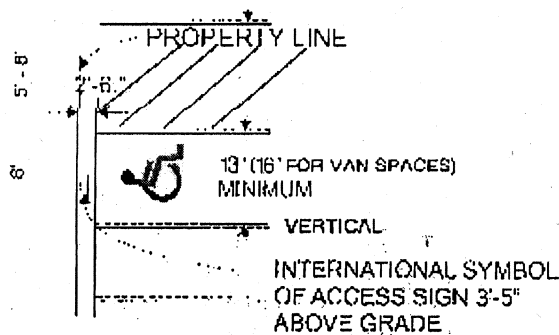
COMPACT MARKING



PAINTED HORSESHOE MARKING



METAL OR PLASTIC TRAFFIC MARKING



DISABLED PERSONS PARKING

HW PERMITS
 SECTION NO. 7 C
 ABOVE SPACE WITH
 T END OF STATE
 DISTRICT PARKING
 PERMITS REQUIRED
 VAN SPACES 110L
 AND 110L VAN
 ACC233.5.1
 LOCATED BELOW
 ACC233.31M3L

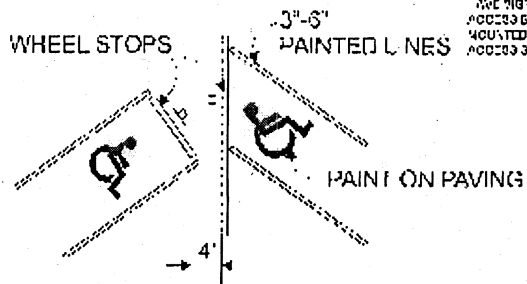
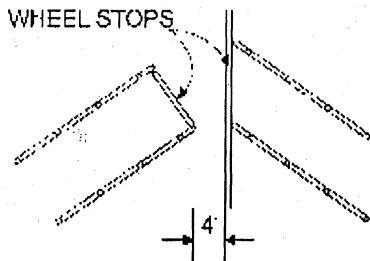


Figure 20.50.410(F): Pavement marking and wheel stop standards.

Note that parking spaces must meet setbacks from property lines where required by the zone.

G. Any parking spaces abutting a landscaped area on the driver or passenger side of the vehicle shall provide an additional 18 inches above the minimum space width requirement to provide a place to step other than in the landscaped area. In a parking garage, any space abutting a wall shall provide an additional 18 inches. The additional width shall be separated from the adjacent parking space by a parking space division stripe. This requirement does not apply to single-family and duplex developments.

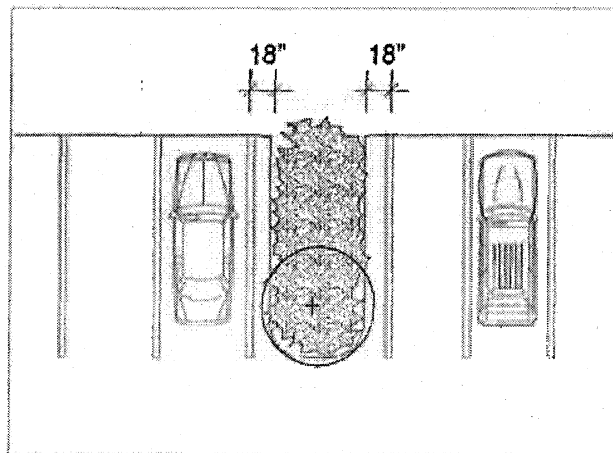


Figure 20.50.410(G): Illustration of buffer between parking and landscaping.

H. Required parking spaces shall be located outside of any required setbacks, provided driveways located in setbacks may be used for parking.

Exception 20.50.410(H)(1): If parking is located below grade, parking may be located within the required setback; provided, that the portion of the parking structure located within setback is landscaped or serves as pedestrian access.

160,001 to 196,000 square feet	7
For each additional 36,000 square feet	1 additional

L. Every building engaged in retail, hotel, office building, restaurant, hospital, auditorium, convention hall, exhibition hall, sports arena/stadium, or other similar use shall provide loading spaces in accordance with the standards listed in Table 20.50.410L.

Table 20.50.410L

GROSS FLOOR AREA	REQUIRED NUMBER OF LOADING SPACES
40,000 to 60,000 square feet	1
60,001 to 160,000 square feet	2
160,001 to 264,000 square feet	3
264,001 to 388,000 square feet	4
388,001 to 520,000 square feet	5
520,001 to 652,000 square feet	6
652,001 to 784,000 square feet	7
784,001 to 920,000 square feet	8
For each additional 140,000 square feet	1 additional

M. Each loading space required by this section shall be a minimum of 10 feet wide, 30 feet long, and have an unobstructed vertical clearance of 14 feet six inches, and shall be surfaced, improved and maintained as required by the Engineering Development Guide. Loading spaces shall be located so that trucks shall not obstruct pedestrian or vehicle traffic movement or project into any public right-of-way. All loading space areas shall be separated from required parking areas and shall be designated as truck loading spaces.

N. Any loading space located within 100 feet of areas zoned for residential use shall be screened and operated as necessary to reduce noise and visual impacts. Noise mitigation measures may include architectural or structural barriers, berms, walls, or restrictions on the hours of operation.

O. Multi-story self-service storage facilities shall provide two loading spaces, single story facilities one loading space, adjacent to each building entrance that provides common access to interior storage units. Each loading berth shall measure not less than 25 feet by 12 feet with an unobstructed vertical clearance of 14 feet inches, and

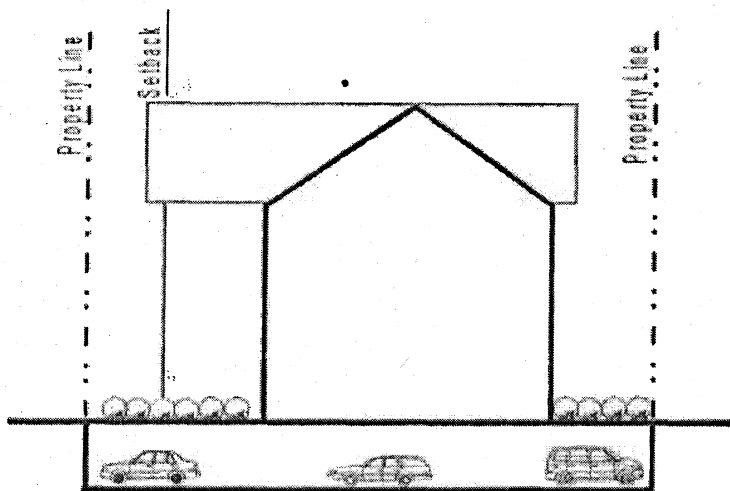


Figure Exception to 20.50.410(H)(1): Illustration of underground parking.

- I. Any parking stalls located in enclosed buildings must be totally within the enclosed building.
- J. Off-street parking and access for physically handicapped persons shall be provided in accordance with WAC 51-40-1100 Chapter 11 – Accessibility and subsequent addendum.
- K. Every nonresidential building engaged in retail, wholesale, manufacturing or storage activities, excluding self-service storage facilities, shall provide loading spaces in accordance with the standards listed below in Table 20.50.410K.

Table 20.50.410K

GROSS FLOOR AREA	REQUIRED NUMBER OF LOADING SPACES
10,000 to 16,000 square feet	1
16,001 to 40,000 square feet	2
40,001 to 64,000 square feet	3
64,001 to 96,000 square feet	4
96,001 to 128,000 square feet	5
128,001 to 160,000 square feet	6

shall be surfaced, improved and maintained as required by the Engineering Development Guide.

P. Any floor area additions or structural alterations to a building shall be required to provide loading space or spaces as set forth in this section.

Q. All parking lot lighting should be nonglare and shielded to minimize direct illumination of abutting properties and adjacent streets. (Ord. 560 § 4 (Exh. A), 2009; Ord. 469 § 1, 2007; Ord. 391 § 4, 2005; Ord. 352 § 1, 2004; Ord. 299 § 1, 2002; Ord. 238 Ch. V § 6(B-3), 2000).

20.50.500 Internal landscaping for parking area.

Required parking area landscaping shall include landscape areas that are located in areas within or adjacent to parking areas. However, landscaping designed to meet perimeter landscaping requirements cannot also be used to meet parking lot landscaping requirements.

- A. Multifamily developments with common parking areas shall provide planting areas in parking lots at a rate of 20 square feet per parking stall.
- B. Commercial, office, industrial or institutional developments shall provide landscaping at a rate of:
 - 1. Twenty square feet per parking stall when 10 to 30 parking stalls are provided or;
 - 2. Twenty-five square feet per parking stall when 31 or more parking stalls are provided.
- C. Trees shall be provided and distributed throughout the parking area at a rate of one tree for every 10 parking stalls.
- D. Permanent curbs or structural barriers shall be provided to protect shrub and trees from vehicle bumpers. Landscaping under vehicle overhang shall not be included in required landscape area calculations.
- E. Parking area landscaping shall require:
 - 1. At least 60 square feet with a lineal dimension of no less than four feet;
 - 2. Shrubs planted from five-gallon containers or at 24 inches in height and spaced no more than four feet apart on center;
 - 3. Ground covers planted from minimally four-inch pots and spaced no more than 18 inches apart; and
 - 4. Trees planted at least 1.5 inches caliper in size.
 - 5. Gaps in curbs are allowed for stormwater runoff.
 - 6. Natural drainage landscapes (such as rain gardens, bio-filtration swales and bioretention planters) when designed in compliance with the stormwater design manual.

20.60.040 Adequate water supply.

All development proposals shall be served by an adequate public water supply system as follows:

- A. For the issuance of a building permit, preliminary plat approval or other land use approval, the applicant can demonstrate that:
1. The existing water supply system available to serve the site complies with the requirements of adopted rules and regulations of the applicable government, agency, or district; ~~and~~
 - ~~2. The existing water supply system available to serve the site complies with any limitation or condition imposed by the City approved comprehensive plan of the water purveyor; and~~
 2. The proposed improvements to an existing water system or a proposed new water supply system have been reviewed by the Department and determined to comply with the design standards and conditions specified above.
- B. Prior to issuance of a certificate of occupancy for a building or change of use permit, the approved water system and any system improvements are installed to serve each building or lot respectively;
- C. For recording a final plat, final short plat or binding site plan, either the approved water supply system or system improvements shall be installed or bonded to serve each lot, within two years of recording; and
- D. For a zone reclassification the timing of installation of required water system improvements is included in the approving ordinance. (Ord. 238 Ch. VI § 2(B), 2000).

Chart Comparing MDP Decision Criteria to Conditional Use Decision Criteria

Master Development Plan Decision Criteria	Conditional Use Decision Criteria
<p>1. The project is designated as either campus or essential public facility in the Comprehensive Plan and Development Code and is consistent with goals and polices of the Comprehensive Plan.</p>	<p>1. The conditional use is compatible with the Comprehensive Plan and designed in a manner which is compatible with the character and appearance with the existing or proposed development in the vicinity of the subject property.</p>
<p>2. The master development plan includes a general phasing timeline of development and associated mitigation.</p>	<p>No corresponding criterion.</p>
<p>3. The master development plan meets or exceeds the current regulations for critical areas if critical areas are present.</p>	<p>4. Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title.</p>
<p>4. The proposed development uses innovative, aesthetic, energy efficient and environmentally sustainable architecture and site design (including low impact development stormwater systems and substantial tree retention) to mitigate impacts to the surrounding neighborhoods.</p>	<p>4. Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title;</p>
<p>5. There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.</p>	<p>7. The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood; and</p> <p>5. The conditional use is not in conflict with the health and safety of the community.</p>

Master Development Plan Decision Criteria	Conditional Use Decision Criteria
<p>6. There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.</p>	<p>8. The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities.</p> <p>5. The conditional use is not in conflict with the health and safety of the community.</p>
<p>7. The master development plan proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation standards that minimize conflicts and create transitions between the proposal site and adjacent neighborhoods and between institutional uses and residential uses.</p>	<p>2. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties;</p> <p>3. The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property;</p> <p>5. The conditional use is not in conflict with the health and safety of the community.</p>
<p>8. The applicant shall demonstrate that proposed industrial, commercial or laboratory uses will be safe for the surrounding neighborhood and for other uses on the campus.</p>	<p>5. The conditional use is not in conflict with the health and safety of the community;</p>
<p>No corresponding Criteria.</p>	<p>6. The proposed location shall not result in either the detrimental over-concentration of a particular use within the City or within the immediate area of the proposed use, unless the proposed use is deemed a public necessity.</p>

Legend

Overlap

Gap

Chapter 9.05 PUBLIC DISTURBANCE NOISE

Sections:

[9.05.010](#) Noise.

[9.05.020](#) Violation – Penalty.

9.05.010 Noise.

A. General Prohibition. It is unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, sound that is a public disturbance noise.

B. Definition. For purposes of this chapter, a “public disturbance noise” is any noise which unreasonably disturbs or interferes with the peace and comfort of owners or possessors of real property.

C. Illustrative Enumeration. The following sounds may, depending upon location, be public disturbance noises in violation of this chapter:

1. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;

~~2. Keeping or harboring any animal or animals whose frequent, repetitive or continuous noisemaking unreasonably interferes with the peace and comfort of persons in the city; Knowingly permit frequent, -continuous, or repetitive barking or noise made by any animal;~~

~~3.2.~~ The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residential district;

~~4 3.~~ Yelling, shouting, whistling or singing on or near the public streets, particularly between the hours of 10:00 p.m. and 8:00 a.m.;

~~5 4.~~ The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment or condominium, such as sounds from musical instruments, audio sound systems, band sessions or social gatherings;

~~6 5.~~ Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than 50 feet from the vehicle itself;

~~7 6.~~ Sound from portable audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than 50 feet from the source, and if not operated upon the property of the operator;

8 7. The squealing, screeching or other such sounds from motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners or because of such other reason; provided, that sounds which result from actions which are necessary to avoid danger shall be exempt from this section;

9 8. Sounds originating from construction sites, including but not limited to sounds from construction equipment, power tools and hammering between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends;

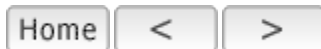
10 9. Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances, including but not limited to sounds from lawnmowers, power hand tools, snow removal equipment and composters between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 9:00 a.m. on weekends.

D. Exclusion. This chapter shall not apply to the following:

1. Regularly scheduled events at parks, such as public address systems for baseball games or park concerts between the hours of 9:00 a.m. and 10:30 p.m.;
2. Construction or maintenance activities in the city's right-of-way that have been conditioned by the city manager or designee to minimize the impact on adjacent property owners;
3. Construction noise under subsection (C)(8) of this section or other noise generated in response to emergency situations; that is times when unexpected and uncontrollable events result in an imminent risk of physical harm or property damage. [Ord. 250 § 1, 2000; Ord. 121 § 1, 1997]

9.05.020 Violation – Penalty.

Any person who violates the provisions of this chapter shall be subject to a civil fine not to exceed \$250.00 for the first offense. For second and subsequent offenses, the person shall be guilty of a misdemeanor punishable as provided by RCW 9A.20.010(2). [Ord. 121 § 2, 1997]





Peter J. Eglick
eglick@ekwlaw.com

July 19, 2013

Via Fax and E-mail

(junderwood@shorelinewa.gov; sszafran@shorelinewa.gov)

Julie Underwood
Steve Szafran
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905

Greetings Manager Underwood and Mr. Szafran:

I am sending you this e mail at the direction of Michael Jacobs, President of The Innis Arden Club Inc. to follow up on the July 12, 2013 letter (copy enclosed) submitted to the City on the Club's behalf concerning a particular amendment proposed by staff for the Development Code. The gist of the amendment, as the Club understands it, is to require that removal of hazard trees count against the partial exemption limit for tree removal. The letter suggested that this was inadvisable because it would create a disincentive to pro-active hazard abatement, which is already costly.

However, when reviewing the video of Mr. Szafran's presentation this week to the Council (http://shoreline.granicus.com/MediaPlayer.php?view_id=4&clip_id=484 agenda item 9(a) at 1:05:20 to 1:06:09), it appeared that his reference to the Club's letter focused on an earlier amendment concerning hazard trees, but did not directly address the issue raised by the Club concerning the amendment currently on the table.

Innis Arden consists of over 500 lots, most with more than one resident, and is therefore home to a significant population of Shoreline citizens. Yet, it appears that the concern raised by the Innis Arden community has either been misunderstood or, although we hope not, simply given short shrift. If there are compelling, verified bases for the current proposed amendment they have yet to be disclosed so that they can be addressed.

Therefore, the Club requests that, well prior to the amendment coming before the Council for adoption, the City provide a substantive response for the Club, the public, and the Council that reflects acknowledgement and thoughtful consideration of the points made in the July 12 letter. Of course, the best response would be an acknowledgement that it is not good public

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EGCLICK KIKER WHITED PLLC
July 19, 2013
Page 2

policy to further burden pro-active attention to hazards, as any insurance carrier or underwriter will advise.

Please place this letter on the review record of the Development Code amendments and ensure that it is provided to Council well before any action is taken.

Sincerely,

EGCLICK KIKER WHITED PLLC



Peter J. Eglick
Attorney for the Innis Arden Club Inc.

Attachment (Letter to Council dated 7/12/13)

cc: Client



Peter J. Eglick
eglick@ekwlaw.com

July 12, 2013

Via E-mail
council@shorelinewa.gov

City Council
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905

Dear City Council:

This letter is submitted on behalf of the Innis Arden Club, Inc. It concerns the proposed amendment to Shoreline Municipal Code section 20.20.048 that is before you for discussion at your business meeting on July 15. This proposed amendment to the Code definition of significant tree is described in the explanatory staff memorandum as follows:

Definitions
20.20.048

Modify the definition for "Tree, Significant".

The amendment proposes to strike the words healthy, windfirm and nonhazardous from the definition. Even though a tree may be unhealthy or hazardous, any significant tree must be accounted for in terms of removal, replacement and retention.

The effect of this amendment would be to change the current situation in which hazardous trees removed per Code authorization are not counted against the Code section 20.50.310B.1 six tree every 36 month partial exemption. No explanation for the change has been given other than that "any significant tree must be accounted for ..." This is a bare declaration -- not an explanation for why a hazard tree removed because it is failing as a result of natural causes should figure into the replacement and mitigation requirements imposed by the Code. Will the City next declare that hazard trees which fall of their own accord (rather than being safely removed before harm is done) must also be included in the six significant tree count?

EGLICK KIKER WHITED PLLC

July 12, 2013

Page 2

The current definition wording, which staff proposes to replace, is no accident. The current definition encourages prompt attendance to hazardous trees. It discourages neglecting hazardous trees because their removal would count against the exemption. In eliminating the current definition, the City is adding yet another disincentive to hazard tree removal. This will not be welcomed by the public at large, their insurers, or, for that matter, by the City's insurer.

The current Code recognizes that an unhealthy, infirm, hazardous tree is not the epitome of "significance". The current Code maintains some semblance of practicality in a set of regulations that have become progressively more inflexible. While the proposed definition change has been presented as just another "administrative" housekeeping-type amendment, it is not. The amendment has policy implications and impacts that should be carefully considered and disclosed to the public at large.

Therefore, the Innis Arden Club, Inc. strongly requests that the Council not adopt the proposed amendment to Code section 20.20.048.

Respectfully,

EGLICK KIKER WHITED PLLC



Peter J. Eglick

cc: Julie Underwood (junderwood@shorelinewa.gov) and Fax
Rachael Markle (rmarkle@shorelinewa.gov)
Client



FAX COVER SHEET

1000 Second Avenue, Suite 3130
Seattle, Washington 98104

Telephone: (206) 441-1069
Facsimile: (206) 441-1089

Date: July 19, 2013

Send To:	Company	Fax	Telephone
Julie Underwood, City Manager	City of Shoreline	206-546-2200	206-801-2213

Sender: Do you want receiving party to confirm receipt? No

Receiving Party: Call to Confirm Receipt: No

FROM Peter Eglick

Client/Matter: Innis Arden Club, Inc. – Code Amendments / Follow-up letter

Number of Pages (Including cover sheet): 5

Hard Copy to Follow: No

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Light Rail Draft Environmental Impact Statement with Sound Transit
DEPARTMENT:	Public Works
PRESENTED BY:	Kirk McKinley, Transportation Services Manager Alicia McIntire, Senior Transportation Planner
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion

PROBLEM/ISSUE STATEMENT:

Sound Transit is currently in the process of planning and design of the Lynnwood Link light rail extension north of Northgate. The light rail line will travel along I-5 and include two stops in Shoreline. Light rail represents a significant change to transit service in Shoreline. The City has been extensively engaged in Sound Transit's planning, environmental and public outreach processes to determine the alignment and station locations.

Sound Transit has released the Draft Environmental Impact Statement (DEIS) for the Lynnwood Link Extension. The [DEIS](#) identifies and evaluates the impacts of several different alignments for the project, including six possible options in King County. The alignment through Shoreline is along the east side of I-5 and includes elevated and at-grade options. Potential station locations in Shoreline include NE 145th Street, NE 155th Street and NE 185th Street. The DEIS examines the impacts associated with several topics including transportation, land use, noise, visual and acquisitions. Review of the DEIS will include a sixty (60) day public comment period. Sound Transit is requesting Council input on the DEIS, alignment options and station locations.

The DEIS does not include a recommended alternative for the project. The Sound Transit Board is scheduled to identify the Preferred Alternative for the project in October. The Preferred Alternative will be carried through the Final Environmental Impact Statement (FEIS). The FEIS will identify appropriate mitigation for the station areas. The FEIS is scheduled to be released in late 2014.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact associated with tonight's discussion. There is no significant financial impact to the City associated with this process, as it is being managed and funded by Sound Transit. The City has been and will continue to participate throughout the EIS process by providing technical and policy direction. Staff has begun reviewing Sound Transit's DEIS and will participate in the development of the Final EIS (FEIS), including identification of appropriate mitigation for the station areas. This will require continued dedication of City staff resources. Upon completion of the EIS process and

determination of the final alignment and station locations in 2014/2015, the City, along with Sound Transit will need to engage the community in site specific planning for the selected station locations.

RECOMMENDATION

No action is required at this time. Sound Transit is requesting Council input on the DEIS, alignment options and station locations. The Sound Transit Board will use the information developed in the DEIS, Council's input, as well as feedback received from other jurisdictions and the public, to develop a Preferred Alternative that will be carried through the FEIS process. Staff will return to Council on August 12 to outline ST's findings from the DEIS and recommendations for comments, as well as a preliminary recommendation for the alignment and station options. Council is scheduled to finalize the recommendations to the Sound Transit Board on September 9.

Approved By: City Manager **JU** City Attorney **IS**

BACKGROUND

Sound Transit is currently in the process of planning and design of the Lynnwood Link light rail extension north of Northgate. The light rail line will travel along I-5 and include two stops in Shoreline. Light rail represents a significant change to transit service in Shoreline. The City has been extensively engaged in Sound Transit's planning, environmental and public outreach processes to determine the alignment and station locations.

Sound Transit is preparing to release the Draft Environmental Impact Statement (DEIS) for the Lynnwood Link Extension. The DEIS identifies and evaluates the impacts of several different alignments for the project. The alignment through Shoreline is along the east side of I-5. There are six possible options under consideration for King County.

- NE 145th Street elevated and NE 185th Street at grade station
- NE 145th Street elevated and NE 185th elevated
- NE 130th Street at grade with 155th elevated and NE 185th at grade
- NE 130th Street elevated with 155th elevated and NE 185th elevated
- NE 130th Street at grade with NE 145th Street elevated and NE 185th at grade
- NE 130th Street elevated with NE 145th Street elevated and NE 185th elevated

Specific options for each station under consideration in Shoreline include:

NE 145th Street Station alternative

- Elevated station options northeast of I-5 and NE 145th interchange
- Possible relocation of the northbound I-5 on ramps
- 500 to 650 stall parking garage
- Additional bus service
- Pedestrian and bike improvements

NE 155th Street Station alternative

- Elevated station between I-5 and the fire station
- 500 stall parking garage east of the fire station
- Additional bus service
- Pedestrian and bike improvements

NE 185th Street Station alternative

- At grade and elevated station options east of I-5
- One at grade station alternative paired with rebuilding the NE 185th St bridge
- Surface parking and parking structure options (360 to 500 stalls) on the east and west sides of I-5
- Additional bus service
- Pedestrian and bike improvements

The NE 130th alternative includes at-grade and elevated station options, with 0 to 100 parking stalls. Reconfiguration of the interchange is included as an option as well.

The DEIS examines the impacts associated with the following topics:

- Transportation
- Acquisition, displacement, and relocations
- Land Use
- Economics
- Social impacts, community facilities, and neighborhoods
- Visual and aesthetic resources
- Air quality
- Noise and vibration
- Ecosystem resources (aquatic resources, vegetation and wildlife, and wetlands)
- Water resources
- Energy
- Hazardous Materials
- Electromagnetic fields
- Public Services
- Utilities
- Historic and archaeological resources
- Parkland and open space
- Cumulative Impacts
- Indirect Impacts

Review of the DEIS will include a sixty (60) day public comment period. Sound Transit will also host a series of public meetings, including one in Shoreline scheduled for August 22, to gather public input on the DEIS. Sound Transit is requesting Council input on the DEIS, alignment options and station locations. The comment period will end on September 23, 2013.

Attachment A is a summary chapter from the DEIS. It provides a description of the alternatives under consideration and a comparison of the impacts of the project for each. More detailed descriptions of each issue and the impacts associated with it are provided in the individual chapters of the DEIS.

The DEIS does not include a recommended alternative for the project. The Sound Transit Board is scheduled to identify the Preferred Alternative for the project in October. If NE 145th Street is selected as one of the stations, Council may consider directing staff to move forward the route development plan for this corridor. The Preferred Alternative will be carried through the Final Environmental Impact Statement (FEIS). The FEIS will identify appropriate mitigation for the station areas. The FEIS is scheduled to be released in late 2014.

DISCUSSION

During the scoping period, the City submitted a comment letter (Attachment B) to Sound Transit requesting that they consider the following issues in the DEIS process:

- Cost
- Travel Time
- Ridership
- Traffic Impacts
- Accessibility
- Social Equity
- Transit Feeder Service
- Land Uses
- Business Impacts
- Visual Impacts
- Noise
- Development Potential

As discussed at the June 17 council meeting, several of the issues the City asked Sound Transit to evaluate as part of the DEIS were considered, however, some were not. The primary issue discussed at the council meeting was access to the stations,

including consideration of whether parking should be provided at the stations, bicycle and pedestrian access, parking impacts to neighborhood streets, increased bus service and use by residents of other jurisdictions (Lake Forest Park, Kenmore, Bothell, north Seattle). Other outstanding scoping issues that will be addressed in the DEIS include:

Alignments: Elevated or at-grade line and stations; Parking on the west side of I-5 at NE 185th Street

Cost: Ensure that there are two light rail stations in Shoreline; Minimize costs associated with right-of-way acquisition, capital investments, ongoing operation and maintenance; Cost savings used for enhancements or mitigation to provide high quality transit service and amenities for north King County residents

Ridership: Impacts to ridership based upon origins, destinations, travel time/speed, population densities in the immediate vicinity of and farther from the stations and accessibility of the stations; Ridership differences as a result of features such as future population and employment densities within ¼ mile, ½ mile and 1 mile of the station locations (currently identified and potential densities should comprehensive plans be amended)

Transportation Impacts: Evaluation of measures designed to prevent or minimize cut-through traffic on local streets; Improvements to NE 145th Street for all modes; Redevelopment of the interchange and its impacts on vehicular, transit and pedestrian mobility; Reconstruction of NE 185th Street bridge; Reconstruction of the bicycle and pedestrian bridge at NE 195th Street

Visual Impacts: Evaluation of the visual impacts of each potential alignment and station locations; height and bulk of garages; identify mitigation

Noise: Evaluation of the different types of noise, volumes and duration, as well as mitigation for noise impacts (construction, operation, additional traffic).

STAKEHOLDER OUTREACH

Sound Transit has managed the public outreach EIS process. Three public meetings, as well as one agency meeting, were held in October 2011 for the EIS scoping process, including one at the Shoreline Conference Center which was attended by about 100 people.

As part of the scoping process, Sound Transit requested comments from the public and agencies identifying the issues they should address in the EIS process. The City of Shoreline submitted a scoping comment letter identifying several issues the City wanted to see addressed in the EIS.

Throughout October 2011, the City went through a process to develop guiding principles to assist Council in identifying a preferred light rail alignment (attached to scoping comment letter). Staff was present at the EIS scoping meeting in Shoreline as part of the public outreach associated with developing the guiding principles. These principles were approved by Council on October 24, 2011 and the I-5 alignment was identified as the City's preferred alignment on November 14, 2011. The Sound Transit Board identified I-5 as the light rail alignment in December.

As part of the screening process, Sound Transit staff held a series of "drop in" sessions in March 2012, including three in the City of Shoreline. These meetings provided the

public with an opportunity to learn where the light rail route could be located along I-5, see where stations are being considered and ask questions of project staff. Sound Transit staff provided Council with an update on the DEIS process on April 2, 2012. Council sent a letter to Sound Transit in April 2012 identifying NE 145th Street and NE 185th Street as the preferred station locations.

In an effort to further promote awareness of the Lynnwood Link Extension, Sound Transit, along with City staff, was present at several summer 2012 events in Shoreline including Swingin' Summer Eve, Celebrate Shoreline and a Farmers' Market. Sound Transit has given presentations to several neighborhood associations including Echo Lake, Meridian, North City, Briarcrest, Ridgecrest, Ballinger, Highland Terrace, Richmond Highlands and the Council of Neighborhoods and participated in the City's May 22, 2013 open house that kicked off station area planning efforts.

COUNCIL GOAL(S) ADDRESSED

This project addresses Council Goal 3: Prepare for Two Light Rail Stations.

RESOURCE/FINANCIAL IMPACT

There is no financial impact associated with tonight's discussion. There is no significant financial impact to the City associated with this process, as it is being managed and funded by Sound Transit. The City has been and will continue to participate throughout the EIS process by providing technical and policy direction. Staff has begun reviewing Sound Transit's DEIS and will participate in the development of the Final EIS (FEIS), including identification of appropriate mitigation for the station areas. This will require continued dedication of City staff resources. Upon completion of the EIS process and determination of the final alignment and station locations in 2014/2015, the City, along with Sound Transit will need to engage the community in site specific planning for the selected station locations.

RECOMMENDATION

No action is required at this time. Sound Transit is requesting Council input on the DEIS, alignment options and station locations. The Sound Transit Board will use the information developed in the DEIS, Council's input, as well as feedback received from other jurisdictions and the public, to develop a Preferred Alternative that will be carried through the FEIS process. Staff will return to Council on August 12 to outline their findings from the DEIS and recommendations for comments, as well as a preliminary recommendation for the alignment and station options. Council is scheduled to finalize their recommendations to the Sound Transit Board on September 9.

ATTACHMENTS

Attachment A: Summary chapter from Lynnwood Link Extension DEIS
Attachment B: EIS Scoping comment letter



SUMMARY

S.1 LYNNWOOD LINK EXTENSION

The Central Puget Sound Regional Transit Authority (Sound Transit) is proposing to build and operate the Lynnwood Link Extension, which would expand the regional light rail system from Seattle to Lynnwood, Washington. The proposed project would be in the cities of Seattle and Shoreline in King County and in Mountlake Terrace and Lynnwood in Snohomish County.

The Lynnwood Link Extension is a step in implementing the Puget Sound Regional Council's (PSRC) *VISION 2040* (PSRC 2009) and the Sound Transit 2005 *Regional Transit Long-Range Plan* (Sound Transit Long-Range Plan) (Sound Transit 2005a), both of which call for the eventual extension of mass transit service beyond Lynnwood to Everett.

Sound Transit and the Federal Transit Administration (FTA) are preparing this environmental impact statement (EIS) in compliance with the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). FTA is the federal lead agency under NEPA, and Sound Transit is the state lead agency under SEPA.

S.1.1 Project Area

The proposed Lynnwood Link Extension would begin at Northgate in north Seattle and end at the Lynnwood Transit Center (Figure S-1). The project would be about 8.5 miles long, generally following Interstate 5 (I-5), the major north-south route through the state. This corridor is in one of the most densely developed urban areas in

the Pacific Northwest and is part of a longer north-south commuter corridor connecting Tacoma, Seattle, and Everett. Roadways in this corridor are heavily congested during peak travel periods. Congestion is expected to worsen as the region accommodates 20 percent more people and nearly 40 percent more jobs through 2040.

The Lynnwood Link Extension would connect to Central Link, the spine of the regional light rail system. The initial sections of Central Link are already operating between downtown Seattle and Sea-Tac International Airport. Light rail sections from downtown Seattle to the north are under construction. University Link from downtown Seattle to the University of Washington is to open in 2016, and the extension to Northgate is to open in 2021. With the Lynnwood Link Extension and the other projects in the Sound Transit 2 (ST2) program approved by voters in 2008, Sound Transit is developing nearly 36 new miles of service to the north, south, and east, resulting in 55 miles of light rail. The ST2 program of projects included light rail from the Northgate Transit Center to the Lynnwood Transit Center, with intermediate stations serving north Seattle, Shoreline, and Mountlake Terrace.

S.2 PURPOSE AND NEED FOR THE LYNNWOOD LINK EXTENSION

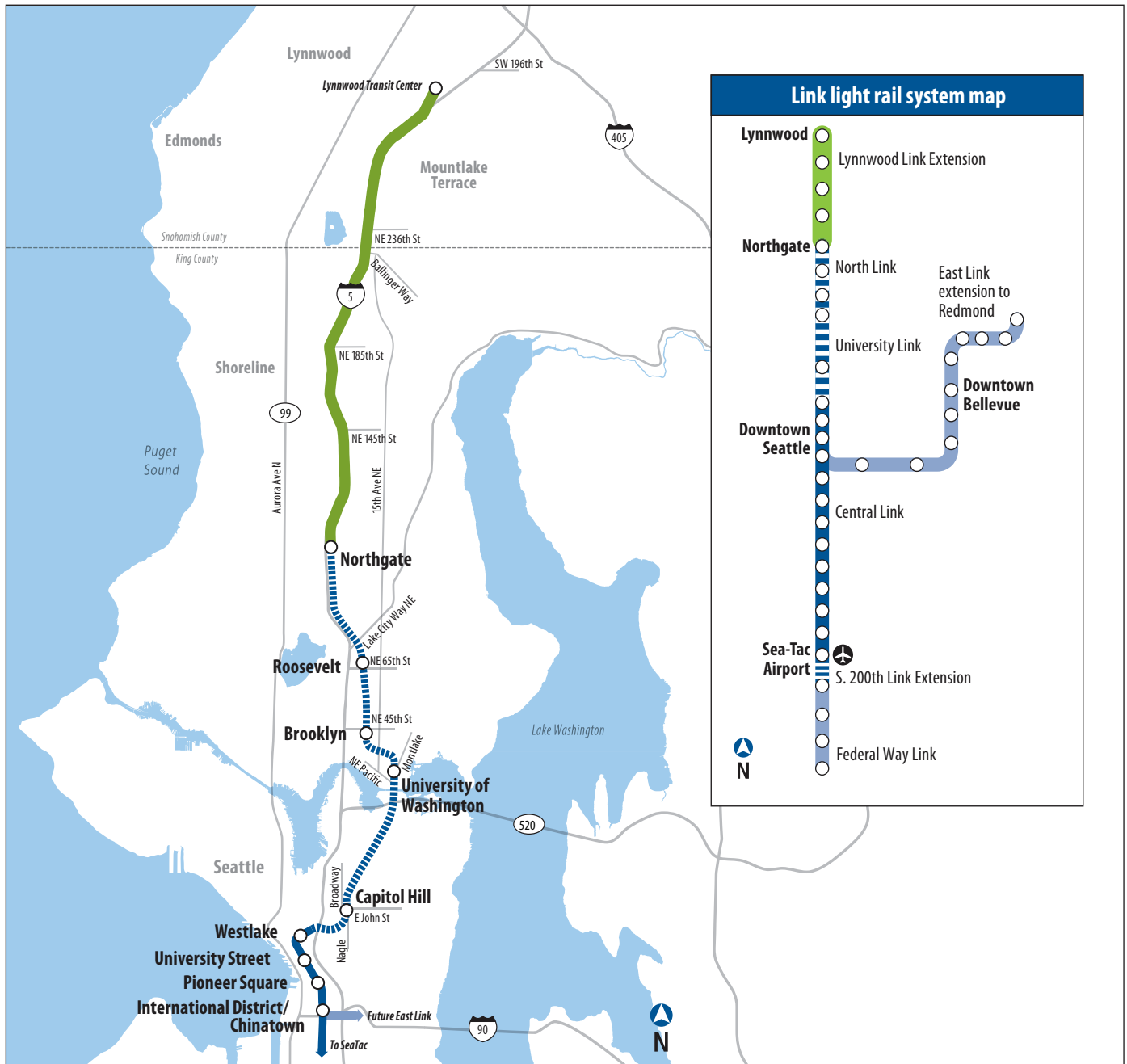
The purpose of the Lynnwood Link Extension is to expand the Sound Transit Link light rail system from Northgate in Seattle north into Shoreline, Mountlake Terrace, and Lynnwood in Snohomish County in order to:

- Provide reliable, rapid, and efficient peak and off-peak transit service of sufficient capacity to meet the existing and projected demand for travel to and from the corridor communities and other urban centers in the central Puget Sound area.
- Create an alternative to travel on congested roadways and improve regional multimodal transportation connections.

- Support the adopted land use, transportation, and economic development plans of the region and the corridor communities.
- Advance the long-range vision, goals, and objectives for transit service established by the Sound Transit Long-Range Plan for high-quality regional transit service connecting major activity centers in King, Pierce, and Snohomish counties.
- Implement a financially feasible system that seeks to preserve and promote a healthy environment.

The project is needed to:

- Address increasingly unreliable travel times for transit trips that now rely on the corridor's highly congested roadway and high-occupancy vehicle (HOV) lanes.
- Address overcrowding caused by insufficient transit capacity.
- Create a reliable alternative to automobile trips on I-5 and State Route (SR) 99, the two primary highways serving the project corridor, which are unreliable and over capacity throughout large portions of the day.
- Increase mobility, access, and transportation capacity for the 20 percent growth in population and 40 percent growth in employment projected in the regional growth and activity centers in the corridor and the region, consistent with PSRC's *VISION 2040* and *Transportation 2040*, as well as related county and city comprehensive plans.
- Create the transit infrastructure needed to support the development of Northgate and Lynnwood—the corridor's two designated regional growth centers.
- Advance the long-range vision of the Sound Transit Long-Range Plan for a future extension of mass transit north to Everett.



DATA SOURCES: (Sound Transit)

Legend

- █ Lynnwood Link Extension
- ▣ Under construction
- Link in service
- In planning

Figure S-1. Regional Setting

- Ensure long-term regional mobility, multimodal connectivity, and convenience for the corridor’s citizens and communities, which include travel-disadvantaged residents and low-income and minority populations.
- Help the state and region reduce transportation-related energy consumption and decrease harmful greenhouse gas emissions in the atmosphere, in accordance with the Revised Code of Washington (RCW) 47.01.440, and as outlined in Chapter 70.235 RCW (Limiting Green House Gas Emissions).

S.3 ALTERNATIVES CONSIDERED

This Draft EIS compares the environmental effects of a No Build Alternative and multiple light rail alternatives for the Lynnwood Link Extension. The alternatives were defined by the Sound Transit Board of Directors (Board) after previous planning and alternatives analysis considered other corridors and transit modes (as described in Section S.4), and environmental scoping.

S.3.1 No Build Alternative

The No Build Alternative represents the existing transportation system without the Lynnwood Link Extension. It includes other committed transportation projects identified in the *Metropolitan Transportation Plan* adopted by PSRC in 2010 (*Transportation 2040*). It also assumes growth in regional population and employment through 2035. Under the No Build Alternative, Sound Transit would still build and operate the Northgate Link, East Link, and South Link light rail extensions contained in the ST2 program.

S.3.2 Light Rail Alternatives

The light rail alternatives are grouped in three geographic segments—A, B, and C—as shown in Figure S-2. They generally follow the I-5 corridor from the Northgate Transit Center in Seattle to the Lynnwood Transit Center. The summaries below describe key features of the range of alternatives that Sound Transit is considering. These alternatives have some features, such as stations or parking facilities, which could work for other alternatives in a segment. Light rail trains would operate weekdays between 5:00 am and 1:00 am daily, running as often as every 4 minutes each way during peak periods, and every 7.5 minutes in the early morning or late at night.

The alternatives present a variety of ways Sound Transit could approach the design, construction, and operation of the proposed project. They show how light rail could be developed mostly adjacent to I-5 and how the profile for light rail might vary based on existing conditions, such as bridges, interchanges, and other infrastructure and environmental or community features. They reflect how topography and various station choices affect alignment decisions, and they illustrate different ways light rail could cross I-5 to ultimately reach the project’s terminus station in Lynnwood.



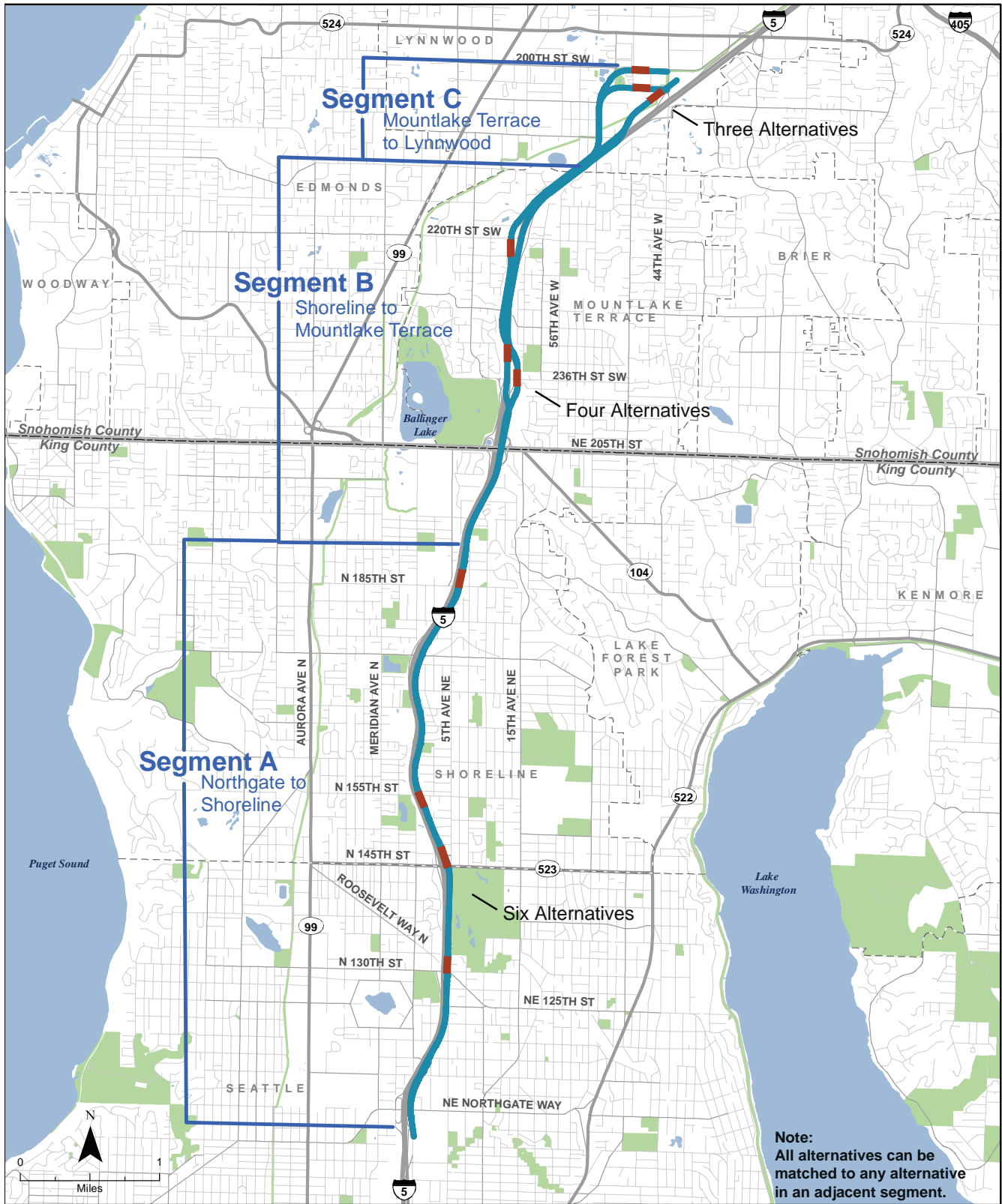


Figure S-2. Alternatives by Segments

At-grade or Elevated Profiles: While all of the alternatives would have light rail in an exclusive right-of-way (separated from other traffic), some are mostly at-grade and others are mostly elevated. These choices are largely related to existing transit facilities, topography, right-of-way, and freeway features such as interchanges and bridges. At-grade alternatives can have the advantage of lower construction and operating costs compared with elevated alternatives, but they can require rebuilding bridges, ramps, or interchanges, which can increase costs and impacts. At-grade alternatives can also result in some property or environmental impacts that could be reduced or avoided by an elevated alternative. However, elevated alternatives can cause more noise and visual impacts than at-grade alternatives.

Number and Location of Stations: For Segments A and B, the range of alternatives reflects questions about how many stations should be developed. The alternatives define where stations could be located; what type of profile is proposed (at grade or elevated); and the approach to other features such as access, parking, or other existing infrastructure, including transit centers. At-grade stations are generally less expensive to construct and operate, while elevated stations can have a smaller footprint and other elements beneath them.



At-grade Light Rail Train



Elevated Light Rail Train with Overhead Catenary Wires

In Segment A, the alternatives present choices about whether two or three stations should be built and where they should be located (NE 130th Street, NE 145th Street, NE 155th Street, or NE 185th Street). In Segment B, the alternatives feature a station at the Mountlake Terrace Transit Center or at the nearby freeway station, and one of the alternatives includes an additional station at 220th Street SW. In Segment C, all of the alternatives include a single elevated station in Lynnwood, but its location varies relative to the existing Lynnwood Transit Center or its park-and-ride lots. One alternative would locate the light rail station north of the existing transit center, another has the station just south of the transit center, and a third locates the light rail station on the parking lot south and east of the existing transit center.

Parking Facilities: The alternatives present several ways for the proposed project to address the need for parking. The approach varies by station location along the project's length, and the proposed capacity and location of parking facilities consider factors such as expected demand, street and freeway access, and urban setting and plans. Some alternatives feature several approaches to parking, such as garages and surface lots. In Segment A, most of the parking facilities would be on the east side of I-5 near the stations, but one alternative has a west side

garage at NE 185th Street. In Segments B and C, parking would be provided at stations west of I-5, except for the Mountlake Terrace Transit Center options.

SEGMENT A: SEATTLE TO SHORELINE

Segment A has six alternatives connecting Northgate in Seattle to NE 185th Street in Shoreline, all on the east side of I-5. These alternatives differ from each other in three key ways: the extent to which they are at-grade or elevated, the number of stations (two versus three), and the locations of stations. Some stations also feature park-and-rides with different parking options. Figures S-3, S-4, and S-5 show the potential Segment A station sites.

Key Characteristics of the Segment A Alternatives						
	A1	A3	A5	A7	A10	A11
Profile						
Mostly At-grade	•		•		•	
Mostly Elevated		•		•		•
Stations*						
130th			G	E	G	E
145th	E	E			E	E
155th			E	E		
185th	G	E	G	E	G	E
*E = Elevated; G = At-grade						

Alternative A1: At-grade/Elevated with NE 145th and NE 185th Street Stations. Alternative A1 (Figure S-3) connects to the light rail guideway of the Northgate Link Extension near NE 104th Street. It is elevated from Northgate until about NE 117th Street, and then stays mostly at-grade except for sections between NE 130th Street through NE 145th Street, and at NE 155th Street and NE 175th Street. In addition to the stations shown on Figure S-3, key features include a replaced NE 117th Street bridge over I-5; a reconfigured NE 130th Street interchange; realignments for parts of 1st Avenue NE, 5th Avenue NE, and 7th Avenue NE in Shoreline; and a replaced NE 185th Street bridge over I-5.

Alternative A3: Mostly Elevated with NE 145th and NE 185th Street Stations. Alternative A3 is similar to Alternative A1, but the alignment is mostly elevated, except from about NE 150th Street to about NE 173rd Street. This alternative features different station configurations at its NE 145th Street and NE 185th Street Stations (see Figure S-3). It avoids the NE 117th Street bridge by crossing over the road and to the east, and it modifies the ramps at the NE 145th Street interchange.

Alternative A5: At-grade/Elevated with NE 130th, NE 155th, and NE 185th Street Stations. Alternative A5 is largely based on Alternative A1, except that it has stations at NE 130th and NE 155th Streets (instead of a station at NE 145th Street), and with a different option for a NE 185th Street Station (see Figure S-4). Other key elements include a shift east around the NE 117th Street bridge at I-5, changes at the NE 130th Street interchange, and realignments for parts of 1st Avenue NE and 7th Avenue NE in Shoreline.

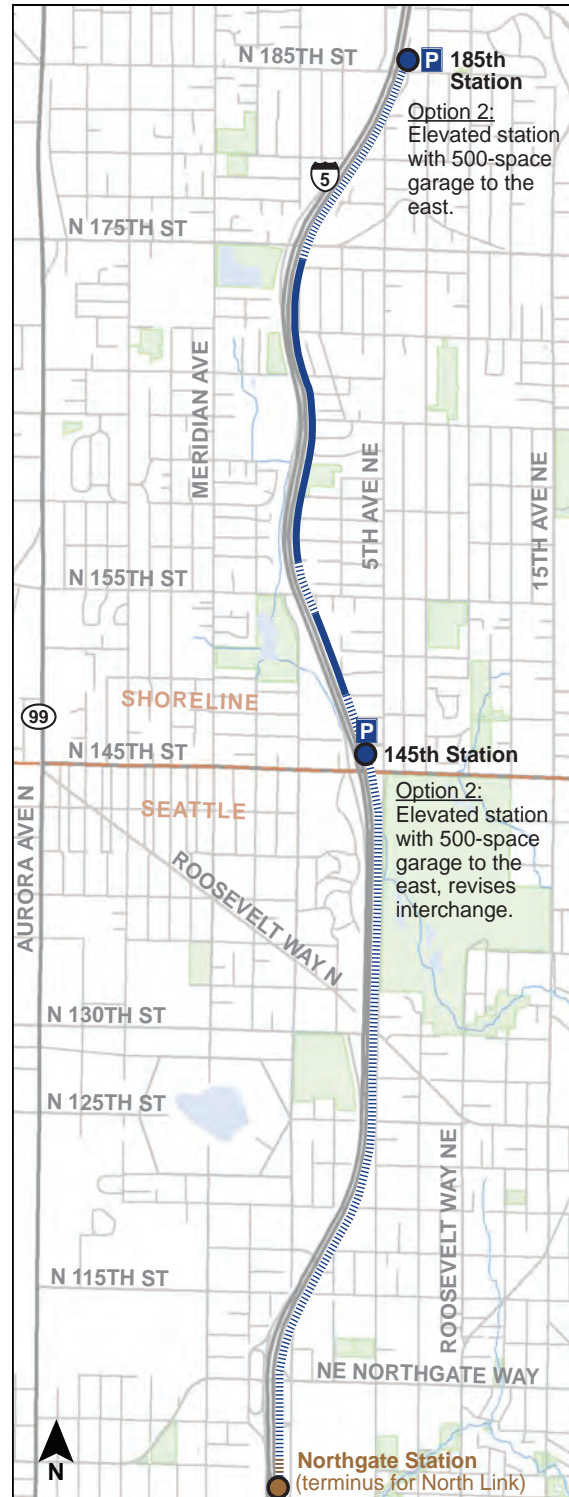
Alternative A7: Mostly Elevated with NE 130th, NE 155th, and NE 185th Street Stations. Alternative A7 combines station choices similar to Alternative A5, with the mostly elevated guideway found with Alternative A3, including elevated sections over the NE 117th Street overpass, and the NE 130th Street off-ramp and bridge (see Figure S-4).

Alternative A10: At-grade/Elevated with NE 130th, NE 145th, and NE 185th Street Stations. Alternative A10 is based on Alternative A1 but with three stations, and different station configurations and parking options, as shown on Figure S-5.

Alternative A11: Mostly Elevated with NE 130th, NE 145th, and NE 185th Street Stations. Alternative A11 is based on Alternative A3 but would add the NE 130th Street Station found with Alternative A7; see Figure S-5.



A1: AT-GRADE/ELEVATED TO NE 145th AND NE 185th STATIONS

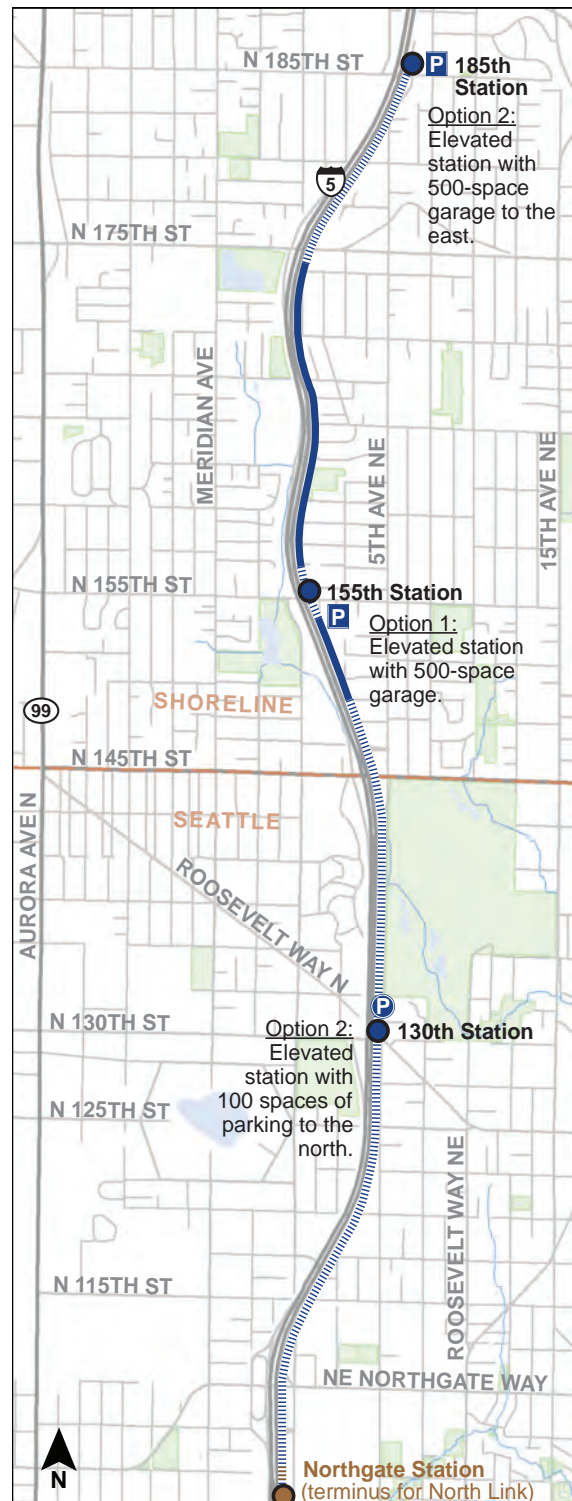


A3: MOSTLY ELEVATED TO NE 145th AND NE 185th STATIONS

Figure S-3. Alternatives A1 and A3



A5: AT-GRADE/ELEVATED WITH NE 130th, NE 155th AND NE 185th STATIONS

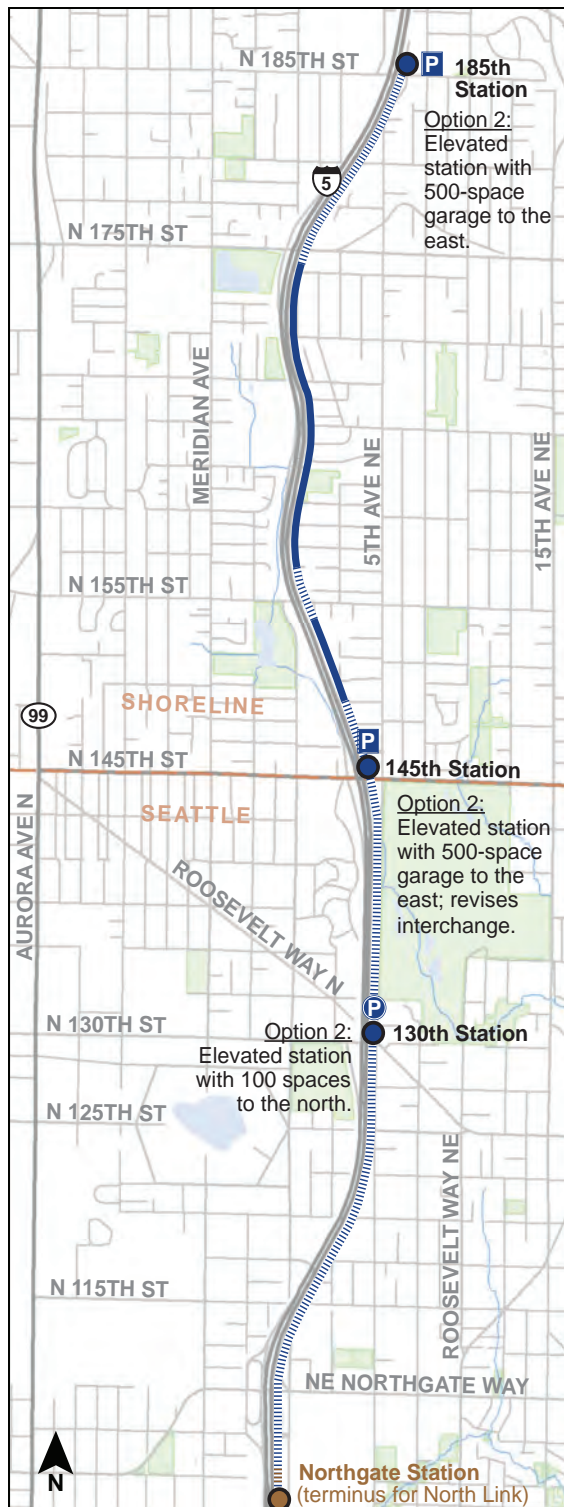


A7: MOSTLY ELEVATED WITH NE 130th, NE 155th AND NE 185th STATIONS

Figure S-4. Alternatives A5 and A7



A10: AT-GRADE/ELEVATED WITH NE 130th, NE 145th AND NE 185th STATIONS



A11: MOSTLY ELEVATED WITH NE 130th, NE 145th AND NE 185th STATIONS

Figure S-5. Alternatives A10 and A11

SEGMENT B: SHORELINE TO MOUNTLAKE TERRACE

There are four alternatives proposed for Segment B from NE 185th Street in Shoreline to 212th Street SW in Mountlake Terrace. All alternatives begin on the east side of I-5 and end either in the I-5 median or on the west side of I-5. These alternatives have at-grade and elevated sections along their alignment, but all are elevated as they enter Mountlake Terrace. After that, the median alignments are generally at-grade while the west side alignments are both at-grade and elevated. Three of the alternatives feature a station at the existing Mountlake Terrace Transit Center and park-and-ride (NE 236th Street), while one places a station at the Mountlake Terrace Freeway Station in the I-5 median. One alternative also features an additional station at 220th Street SW. Figures S-6 to S-7 show the Segment B alternatives.

Key Characteristics of the Segment B Alternatives				
	B1	B2	B2A	B4
Mountlake Terrace Station				
Transit Center	•	•	•	
Freeway Station				•
Alignment North of Mountlake Terrace Station				
Freeway Median	•			•
West side		•	•	
Additional Station at 220th Street SW			•	

Alternative B1: East Side to Mountlake Terrace Transit Center to Median. Alternative B1 begins north of the NE 185th Street Station and would be either in a retained cut or elevated guideway along the east side of I-5, depending on its Segment A connection (see Figure S-6). It crosses below a replaced NE 195th Street pedestrian bridge and then is largely elevated to a station on the east side of the Mountlake Terrace Transit Center. It then crosses over the northbound lanes of I-5, enters the freeway median, and drops to at-grade. The alignment continues at-grade in the median of I-5, generally at the level of the southbound I-5 lanes, north to approximately 212th Street SW.

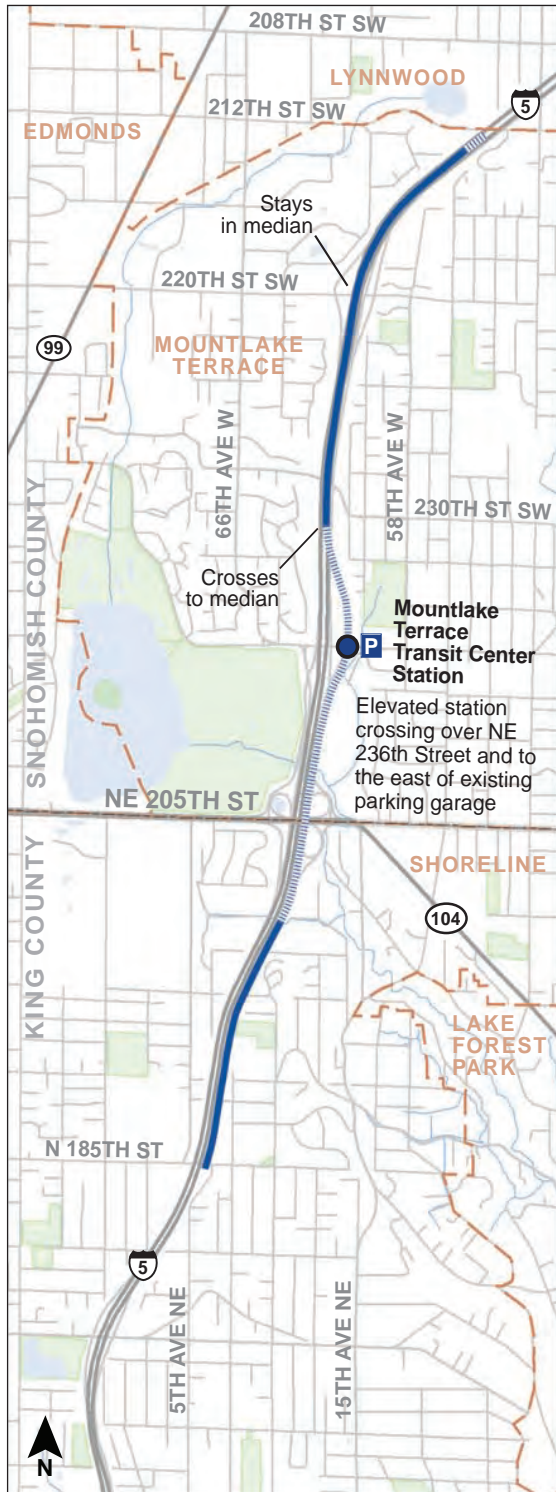
Alternative B2: East Side to Mountlake Terrace Transit Center to West Side. Alternative B2 is the same as Alternative B1 between NE 185th Street and the Mountlake Terrace Transit Center Station (see Figure S-6). North of the station it crosses over all I-5 lanes to align along the west side of I-5, where it continues north with ground-level sections until it crosses over 220th Street SW and the I-5 freeway ramps. Alternative B2 then descends to follow the east side of 60th Avenue West, and runs mostly at-grade along the west side of I-5 before finishing with an elevated guideway over 212th Street SW.

Alternative B2A: East Side to Mountlake Terrace Transit Center to West Side with 220th Street SW Station. Alternative B2A is the same as Alternative B2, except it includes a station with a park-and-ride at 220th Street SW, as shown on Figure S-7.

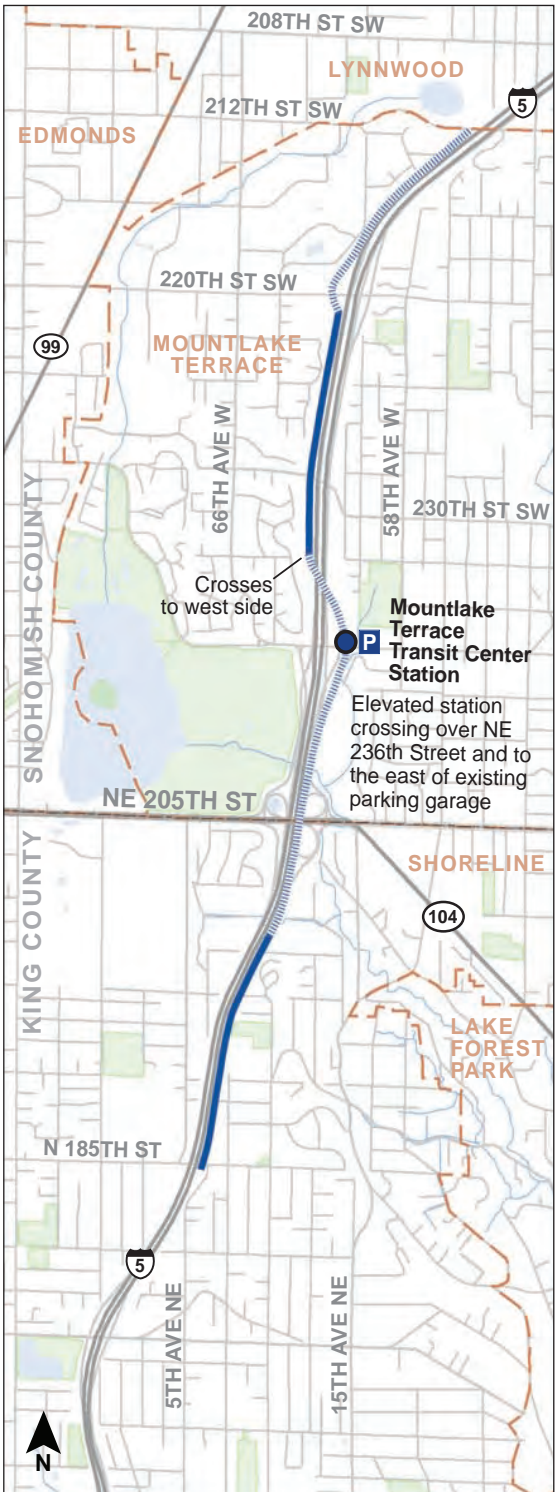
Alternative B4: East Side to Mountlake Terrace Freeway Station to Median. Alternative B4 (see Figure S-7) is the same as Alternative B1 from the NE 185th Street Station to about the Lake Ballinger Way/SR 104 interchange, where it crosses over to the I-5 median and under the 236th Street SW overpass to reach the Mountlake Terrace Freeway Station. North of the Mountlake Terrace Freeway Station, the Alternative B4 alignment is similar to Alternative B1.



Mountlake Terrace Transit Center

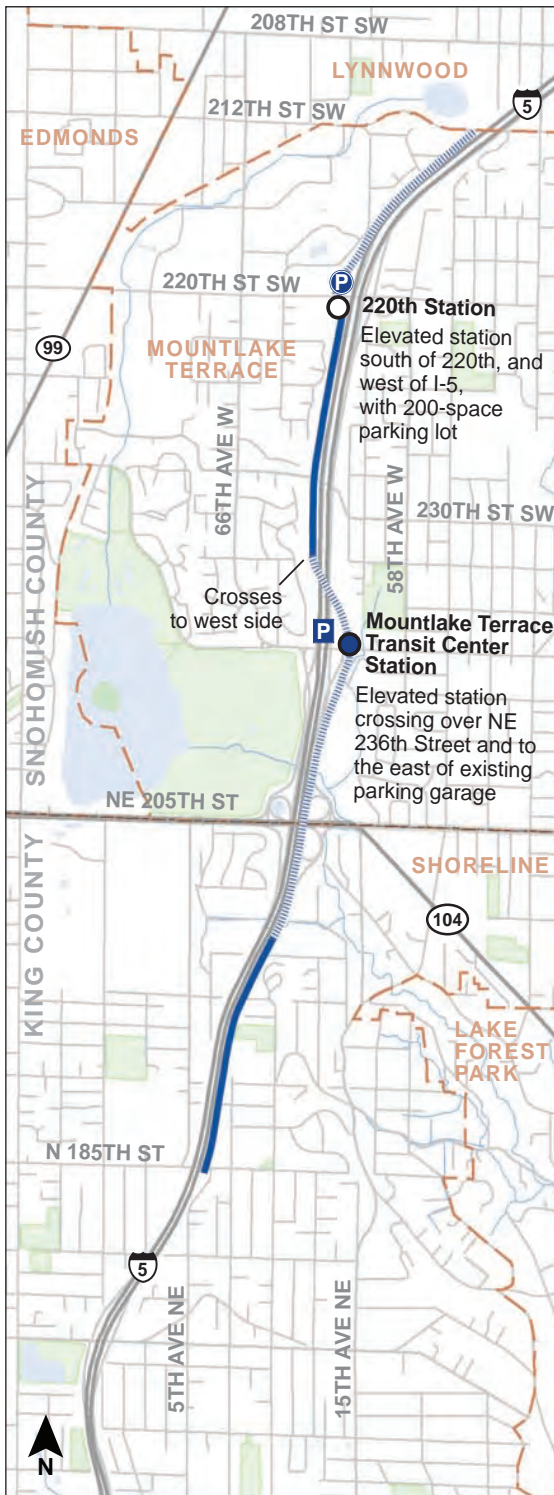


**B1: EAST SIDE TO MOUNTLAKE TERRACE
TRANSIT CENTER TO MEDIAN**



**B2: EAST SIDE TO MOUNTLAKE TERRACE
TRANSIT CENTER TO WEST SIDE**

Figure S-6. Alternatives B1 and B2



**B2A: EAST SIDE TO MOUNTLAKE TERRACE
TRANSIT CENTER TO WEST SIDE WITH
220TH ST SW STATION**



**B4: EAST SIDE TO MOUNTLAKE TERRACE
FWY STATION TO MEDIAN**

Figure S-7. Alternatives B2A and B4

SEGMENT C: MOUNTLAKE TERRACE TO LYNNWOOD

In Segment C, three alternatives depart from the I-5 median or west side of I-5 but use different alignments to reach the Lynnwood Transit Center, with different stations and park-and-ride options at the project’s north terminus. Figure S-8 shows the Segment C alternatives, which are all elevated.

Key Characteristics of the Segment C Alternatives			
	C1	C2	C3
Station Location			
200th Street SW	•		
Lynnwood Transit Center		•	
Lynnwood Park-and-Ride			•



Lynnwood Transit Center

Alternative C1: 52nd Avenue West to 200th Street SW. Alternative C1 (see Figure S-8) begins with two alignment options to connect with Segment B alternatives. Option 1 transitions from at-grade in the I-5 median (connecting to Alternative B1 or B4), and Option 2 continues elevated on the west side of I-5 (when connecting to Alternative B2). Both are elevated along the east side of 52nd Avenue West and Cedar Valley Road. Alternative C1 turns east over the corner of Scriber Creek Park and runs along the south side of 200th Street SW to its elevated 200th Street SW Station with tail tracks near 48th Avenue West.

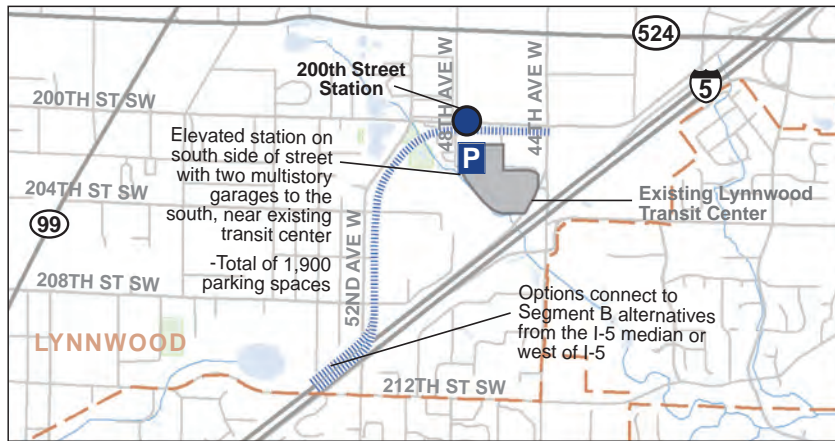
Alternative C2: 52nd Avenue West to Lynnwood Transit Center. Alternative C2 and its options from I-5 are the same as Alternative C1 to 52nd Avenue West, but it turns northeast to cross south of Scriber Creek Park to a station south of the existing Lynnwood Transit Center. Tail tracks would extend beyond the station. Figure S-8 shows the alignment, station, and the park-and-ride.

Alternative C3: Along I-5 to Lynnwood Park-and-Ride. Alternative C3 also features two options for connections to Segment B alternatives. Option 1 transitions from the I-5 median and crosses over the southbound I-5 lanes to the west side of I-5; Option 2 is already on the west side of I-5. At 208th Street SW, Alternative C3 crosses the Interurban right-of-way and parallels I-5 to the Lynnwood Park-and-Ride Station south of 48th Avenue SW, east of the existing Lynnwood direct access ramp. Tail tracks would extend across 44th Avenue West. As shown in Figure S-8, the Lynnwood Park-and-Ride Station has two design options: one leaves the existing transit center as it is, and the other relocates it adjacent to the light rail station.

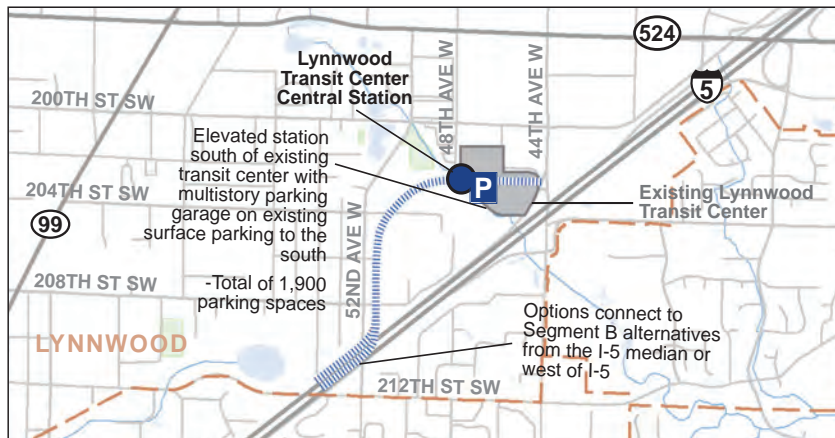
S.3.3 Construction

Sound Transit plans to start construction in 2018 and open the line for service by 2023. The light rail project would be built in sections, with major construction activities typically lasting approximately 2 years in any given area, although more complex elements such as stations, major structures, and systems would take longer. In addition to the right-of-way needed to build the alignments and stations, Sound Transit would also need areas to stage construction activities. Where possible, Sound Transit would locate most of its construction staging areas on available right-of-way or on properties it would need to acquire anyway for permanent facilities; however, other sites along the corridor could also be needed.

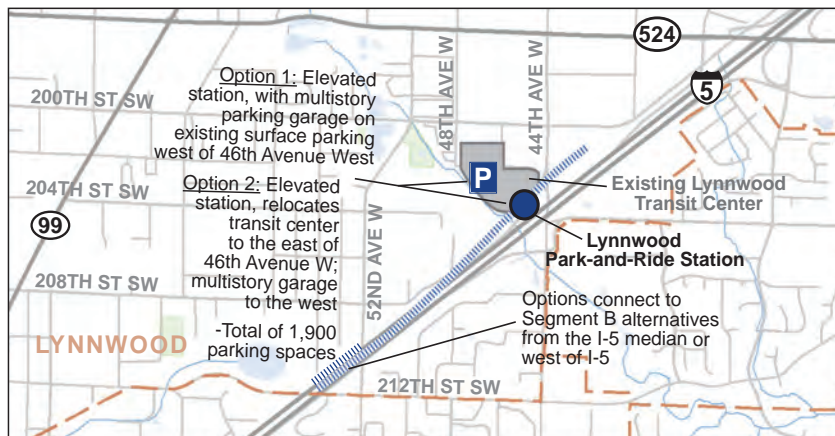
Elevated guideways, station areas, and retaining wall construction usually have the most intense construction activities because they are more complex and need greater volumes of materials,



C1: 52ND AVE W TO 200TH ST STATION



C2: 52ND AVE W TO LYNNWOOD TRANSIT CENTER STATION



C3: ALONG I-5 TO LYNNWOOD PARK-AND-RIDE STATION

Figure S-8. Alternatives C1, C2, and C3

equipment, and workers. Some streets would be partially or fully closed to through traffic, and I-5 lane closures would be needed; however, local access would be maintained. Trucks and heavy equipment would be used throughout much of the construction period.

In Segment A, the alternatives with a NE 130th Street Station (A5, A7, A10, and A11), or a NE 145th Street Station (A1, A3, A10, and A11) would have longer construction periods and more I-5 lane or street closures and detours. Alternative A1 would also reconstruct the NE 185th Street overpass, with potential I-5 lane closures. In Segment B, the alternatives all cross over part or all of I-5 but at different locations. Alternative B4 has a median station that would close the existing freeway transit station during construction, affecting express bus service at that location. In Segment C, all of the alternatives have an option to cross I-5 lanes from a median alignment, which would require I-5 lane closures.

S.4 ALTERNATIVES DEVELOPMENT

Sound Transit has built on several decades of previous planning and environmental review to define the alternatives for this Draft EIS. A light rail connection between King and Snohomish counties was part of the 1996 Regional Transit System Plan and EIS (Sound Transit 1996), which resulted in the Sound Move program. The Sound Transit Regional Transit Long-Range Plan (adopted July 7, 2005) and its Final Supplemental EIS on the Regional Transit Long-Range Plan (June 2005) formed the basis for the ST2 Plan. The ST2 Plan identified the project that is now the Lynnwood Link Extension (Sound Transit 2005a, 2005b, 2008).

In 2010, Sound Transit conducted early scoping and an Alternatives Analysis that considered a broad range of alternatives for the project, including light rail and bus rapid transit alignments along I-5, SR 99, and other arterials in the project area. The September 2011 *Alternatives Analysis Report and SEPA Addendum* identified the most promising alternatives for further study in this EIS.

Sound Transit and FTA conducted the environmental scoping process for the EIS from September 30, 2011, through October 31, 2011. In December 2011, the Sound Transit Board approved Motion M2011-87, which directed Sound Transit to study light rail alternatives along I-5. The motion also removed from further consideration previously studied alternatives such as bus rapid transit and light rail alignments along SR 99 and 15th Avenue NE.

In response to the Sound Transit Board's direction, Sound Transit performed additional planning and analysis on light rail alternatives that included station sites and alignments on the east and west sides of I-5. The Board then approved Motion M2012-17, which identified the alignment and station alternatives now considered in the Draft EIS. Chapter 2 of the Draft EIS provides more information about the alternatives development process, including the alternatives Sound Transit removed from further consideration.

S.5 TRANSPORTATION EFFECTS

This section summarizes conditions by 2035 with the light rail alternatives in place compared with the No Build Alternative. For context, the project corridor is already highly congested. Travel on I-5 through the corridor currently takes up to three times longer during peak hours than at some other times. Currently, average speeds during peak periods along I-5 range from 23 miles per hour (mph) to 40 mph, which makes travel times highly variable and unpredictable. Vehicles in the HOV lanes move somewhat better, but peak period travel times for HOVs are still more than double compared to free flow. By 2035, conditions on I-5 are expected to worsen as 4 to 12 percent more vehicles attempt to use the corridor during peak hours, which is already at 98 percent or more of its capacity today.

About 20,000 transit riders travel daily north and south on the I-5 corridor between Seattle and Lynnwood. Buses can use HOV lanes in some but not all sections. Travel times are not reliable, in part because of a reversible center roadway

between Northgate and Seattle. The lack of reliability is a major problem for both riders and transit operators.

TRANSIT RIDERSHIP, TRAVEL TIMES, AND SERVICE QUALITY

By 2035, between 60,000 and 70,000 transit trips are expected on the Lynnwood Link Extension each day, compared to about 34,000 trips using buses in the corridor north of Northgate for the No Build Alternative.

Transit travel times to regional destinations would be shorter and much more reliable with any of the light rail alternatives, with trips to Northgate from Lynnwood up to 12 minutes faster and trips to downtown Seattle from Lynnwood up to 16 minutes faster than with the No Build Alternative in the morning peak period. In addition, the light rail alternatives would provide more frequent service, more passenger capacity, and more reliable operations with light rail separated from traffic—all of which would markedly improve transit service quality.

The Lynnwood station would be the busiest of the new light rail line, with nearly 20,000 boardings daily. In general, the different alignments would have similar ridership, but some of the station options would have more riders than others; in particular, the station at the Mountlake Terrace Transit Center would have more riders than a station in the median of I-5. While the median station would serve the same area, it would require longer walks, creating a longer total travel time for riders compared to a station at the transit center and park-and-ride.

REGIONAL TRAVEL

By 2035, ridership on any of the light rail alternatives would help reduce travel in the region by more than 300,000 miles per day, compared with the No Build Alternative, and riders would save about 30,000 hours in travel time daily.

AUTOMOBILE TRAVEL THROUGH THE PROJECT CORRIDOR

During the morning and evening peak hours, freeway travel times with the light rail alternatives would be similar to or slightly better than with the No Build Alternative in most locations. Freeway congestion and unreliable travel times would still occur, but there would be an alternative to using the freeway or other street routes.

FREEWAY OPERATIONS

By 2035 with the No Build Alternative, freeway operations would worsen over today's already congested conditions. Depending on the location, traffic volumes would increase 4 percent to 12 percent during the peak periods, and average speeds would drop to about 25 mph. The freeway would be at or over capacity during the heaviest travel times.

The light rail alternatives would result in similar conditions in most locations, and congested conditions would still remain.

The Segment A light rail alternatives with a station at NE 145th Street (A1, A3, A10, and A11) would slightly increase traffic and congestion in that interchange area, compared to the No Build Alternative. The Segment A alternatives that would modify the NE 130th Street interchange without a station would improve traffic flow in that area (A1 and A10), while the elevated alternatives with a station at NE 130th Street (A7 and A11) but with no changes to the interchange could result in slightly slower I-5 traffic near NE 130th Street.

Other interchanges or freeway conditions north of NE 145th Street to Lynnwood would likely not be appreciably affected by the light rail alternatives compared to the No Build Alternative.

ARTERIALS AND LOCAL STREETS

With the No Build Alternative in 2035, traffic volumes would increase by about 0.6 percent to 1.3 percent per year, which would cause delays at more of the intersections in the study area than compared to today. The light rail alternative would draw more trips to station areas, which

could increase intersection delays in some locations. However, the alternatives could mitigate the impacts by adding turn lanes or modifying intersections.

In Segment A, all of the light rail alternatives would require mitigation to address congestion at five to eleven intersections. The alternatives with three stations (A5, A7, A10 and A11) have the highest numbers of affected intersections.

In Segment B, one intersection would be below standard with the No Build Alternative and with all the light rail alternatives. Since this intersection would operate the same in 2035 with or without the project, no mitigation is proposed.

In Segment C, five intersections would operate below service standards with the No Build Alternative. Two additional intersections would have worsened operations with all the light rail alternatives. Mitigation measures would address these impacts.

OTHER TRANSPORTATION EFFECTS

Sound Transit also examined potential impacts on property access and circulation, nonmotorized facilities, parking, freight, and safety and found there would be no substantial impacts from the Lynnwood Link Extension. However, where interchange modifications are being considered, potentially at NE 130th Street and NE 145th Street, the Washington State Department of Transportation (WSDOT) and the Federal Highway Administration (FHWA) could consider modifying local street access, which could include restricted turn movements, driveway consolidation, alternative access for some properties or property acquisitions.

CONSTRUCTION IMPACTS

Project construction could increase congestion and delays for travel on I-5 and local streets, resulting in slower trips for vehicles and transit. Sound Transit would typically have construction sites within the WSDOT right-of-way on I-5 and from local streets or acquired properties adjacent to the project corridor; trucks and equipment would need

access to the construction areas. All the light rail alternatives would generate truck trips throughout much of the construction period to haul debris and deliver materials and equipment.

Construction could cause short-term lane closures or restrictions on I-5, particularly when light rail structures are being built over travel lanes or interchanges, or when ramps are being modified; some of the closures, while short term, could increase congestion and delays. For the alternatives that would rebuild I-5 overcrossings, closures of the crossing streets during construction would also require detours. Alternatives that realign or reconstruct local streets would require closures and detours, some of which could last for several months. For light rail structures above local streets, Sound Transit would also need to implement short-term closures and detours.

The alternatives that would place light rail stations or facilities at existing transit centers or park-and-rides could temporarily reduce parking supply and alter access or transit service. This would be expected at the NE 130th Street and NE 145th Street Stations in Segment A. In Segment B, Alternatives B1, B2, and B2A would temporarily reduce surface parking east of the existing garage at the Mountlake Terrace Transit Center. Alternative B4 would close the Mountlake Terrace Freeway Station, which would affect transit service to the transit center and park-and-ride. In Segment C, all the alternatives would temporarily reduce transit parking, but the Lynnwood Transit Center and most of the park-and-ride would still operate throughout project construction.

S.6 ENVIRONMENTAL EFFECTS

The Draft EIS discusses the project's impacts at two levels: the full project from Northgate to Lynnwood, and then by segment, where there would be some localized differences in impacts. Table S-1 compares the overall environmental effects of the No Build Alternative against the full project, while Tables S-2 to S-4 provides measures of impacts by individual alternative in each segment, showing primary differences

in environmental impacts. The sections below briefly summarize the primary types of impacts by environmental topic and note where some alternatives would have different impacts compared with others.

Acquisition, Displacement, and Relocations.

While the alternatives are designed to use I-5 and other public rights-of-way as much as possible, acquisitions would be required along sections of the entire project corridor. Between 66 and 166 properties could be fully acquired, depending on the alternative choices, and between 60 and 85 additional properties could be partly acquired. Property impacts would be greatest in Segment A, where the I-5 right-of-way is the narrowest. Most of the acquisitions would be residential properties, but a church would also be affected by the Segment A at-grade alternatives. In Segment B, considerably fewer parcels would be affected, and the Segment B alternatives would largely avoid displacements. Segment C would require acquisitions of commercial and residential parcels, and Alternative C1 would have notably more acquisitions and displacements than the other alternatives. Sound Transit will compensate owners for acquired properties and will offer relocation assistance to the displaced users, consistent with the agency's acquisition and relocation policies and federal requirements.

Land Use. Land use would not be adversely affected as a result of the Lynnwood Link Extension. Acquisitions, both full and partial, in all segments would represent only a small portion of the land available. All alternatives would be generally consistent with regional and local plans and policies. Indirectly, land use changes could occur in station areas, such as at the Mountlake Terrace Transit Center or its freeway station, at NE 145th Street or NE 185th Street, at 220th Street SW, or at the Lynnwood station, where local plans or policies allow redevelopment with mixed-use, higher-density, transit-oriented development.

Economics. Property acquisition would displace some businesses in Segment C and employees

could be affected by business disruptions or relocations. Local jurisdictions would have a slight initial reduction in property tax revenue as land is converted to a transportation use. The project could provide economic benefits to local economies due to increased activity in station areas. Construction could also temporarily improve economic activity through construction employment as well as the purchase of materials, although the beneficial effects could extend for many years. However, construction activities could also temporarily affect the visibility and patronage of some businesses nearest to the light rail route, primarily in Segment C.

Neighborhoods. The proposed project would be on the borders of existing neighborhoods and would have minor effects on community facilities or services. In Segment A, an ethnic Latvian Evangelical Lutheran Church could be displaced by Alternatives A1, A5, or A10, although this impact could be avoided by redesigning the church's access. Alternative B2A would displace five residences. Alternative C1 would displace a condominium complex and over 30 businesses. Temporary construction impacts, including dust, noise, and traffic congestion, would affect the edges of neighborhoods adjacent to the alternative alignments in all segments.

Visual and Aesthetic Resources. Visual impacts would be caused by removing mature trees and dense vegetation that currently screen parts of I-5. Some of the alternatives would have light rail guideways or stations that would be prominent in views by residents, park users, or travelers, particularly when the alternatives are elevated near neighborhoods or public areas with established views. This scenario occurs for all alternatives in Segment A, for Alternatives B2 and B2A in Segment B, and for Alternatives C1 and C2 in Segment C. Much of the southern end of the project corridor has noise walls along the east side of I-5 and most would need to be relocated, which could require new or taller noise walls. During construction, views would also be affected

as Sound Transit clears the right-of-way and constructs the new facilities.



Simulated View of Light Rail near NE 143rd Street

Air Quality and Greenhouse Gas Emissions.

The light rail alternatives would decrease pollutants and greenhouse gases from vehicle emissions on the regional level compared with the No Build Alternative. The project would be consistent with federal air quality standards at local and regional levels. During construction, there would be increased emissions from construction equipment and trucks, as well as more fugitive dust and particulates associated with grading and excavation.

Noise and Vibration. There are residences and other noise- and vibration-sensitive properties along the entire project corridor. Most of the properties that would need mitigation from noise impacts are in Segment A, but some noise impacts needing mitigation are projected along Segments B and C. Mitigation for long-term vibration impacts would also be needed in Segment A. With potential mitigation measures that would include noise walls beside the light rail alignment, noise barriers along elevated guideways, residential sound insulation, and vibration-dampening design measures, there would be no remaining long-term impacts. Construction-related noise and vibration would be produced by heavy equipment and construction tools, and most noise would be generated during the early phases of construction.

Ecosystem Resources. There would be no adverse impacts on threatened or endangered species. The light rail alternatives would cross several streams and tributaries in the project corridor, including Thornton Creek, McAleer

Creek, and Scriber Creek, and would affect aquatic resources, vegetation, habitat, streams, wetlands, and buffers. The range of impacts among the light rail alternatives would be similar, and in most locations the impacts could be avoided or reduced through further design measures. In Segment B, Alternative B2A would have more potential impacts to a wetland area, and in Segment C, Alternative C2 would have more potential impacts on Scriber Creek and its wetlands than the other alternatives.



Wetland Near Scriber Creek in Lynnwood

Water Resources. There would be no water quality impacts resulting from stormwater because Sound Transit would comply with local government stormwater management requirements. However, the project would increase the amount of existing impervious surface areas. The Segment C alternatives could place structures in the Scriber Creek floodplain, but Sound Transit would provide compensatory floodplain storage. Construction impacts would be controlled by permit requirements and best management practices.

Energy Impacts. There would be no long-term energy impacts compared with the No Build Alternative because the light rail alternatives would result in lower energy consumption regionally. Construction would temporarily increase energy consumption but would not notably alter regional energy supply or demand.

Geology and Soils. The project is in a seismically active area; therefore, localized geologic hazards and risks are possible. However, the use of engineering measures would reduce the risk of harm from seismic events.

Hazardous Materials. Contaminated soil or groundwater is anticipated on several sites that could be acquired, but these sites would be remediated before or during light rail construction, which would be a beneficial effect. Segment C alternatives would require the acquisition of several sites with known or likely contamination.

Cultural, Archaeological, and Historic Resources. Five historic resources in the Area of Potential Effects are eligible for listing on the National Register of Historic Places, including Northgate Elementary, the Northgate Plaza Apartments, a former parsonage in Seattle, a residence in Shoreline, and a former school in Mountlake Terrace. None of the light rail alternatives would physically alter any of the historic structures or acquire historic property; no adverse impacts would occur. There would be no adverse impacts on known archaeological sites, and no traditional cultural properties have been identified in the project corridor.

Parks and Recreational Resources. There are numerous parks and recreational resources near the light rail alternative routes. In Segment A, Jackson Park Golf Course would be affected by changed views, mostly with the elevated alternatives, but there would be no direct physical impacts on the park. All Segment A alternatives would place light rail along the western edge of Ridgecrest Park, which would change views and remove mature trees. Alternative A1 would require a corner of a parcel containing the Shoreline Stadium. In Segment B, North City Park would have partially changed views but no direct physical impacts. In Segment C, elevated guideways with all the light rail alternatives would cross the Interurban Trail. Alternative C1 would cross over a corner of Scriber Creek Park, and Alternative C2 would cross near the park; both would have visual impacts.



Simulation of Jackson Park Golf Course with Elevated Alternatives

Other Environmental Impacts. There would be no adverse impacts from electromagnetic fields or to public services, safety and security, or utilities.

5.6.1 Potential Mitigation Measures

Sound Transit is committed to meeting the federal, state, and local environmental regulations and permit requirements that would apply to the project. The project would include reasonable mitigation measures to avoid significant adverse impacts where possible. The Draft EIS identifies potential mitigation measures that Sound Transit could apply to avoid or reduce the impacts identified for the project alternatives. The Record of Decision will explicitly make mitigation measures a condition of any federal approval the project receives. A number of the mitigation measures would also be further detailed through final design and permitting. Several environmental elements analyzed in the EIS would have no adverse impacts requiring mitigation after standard project measures are applied, including cultural, archaeological, and historic resources; electromagnetic fields; geology and soils; energy; and water resources. The following discussion summarizes key areas where mitigation measures are expected to be needed.

Transportation. Where alternatives would worsen highly congested intersections that do not meet the standards of local jurisdictions, Sound Transit would work with local jurisdictions to develop mitigation measures such as added turn lanes, intersection/signalization improvements, traffic management, or other strategies.

Table S-1. Summary of Environmental Effects of No Build versus Light Rail Alternatives (All Segments)

Project Resource	Comparison Factor	No Build Alternative	Light Rail Alternatives
Transportation	Daily corridor ridership for 2035	33,800 riders on buses	60,000 to 70,000 riders on light rail
	Vehicle Miles of Travel (VMT) for 2035	98,870,000	98,550,000 to 98,560,000
	AM peak travel time for 2035 – Lynnwood to Downtown Seattle	43 minutes	27–29 minutes
	Transit travel time savings at AM peak	0	14–16 minutes
Acquisitions, Displacements, and Relocations	Total property acquisitions (full or partial)	0	126–251
Land Use	Consistency with Regional and Local Growth Management Plans	Low	High
Water Resources	Change in impervious surfaces	No direct change	41 to 54 acres, mostly non-pollutant generating surfaces
Ecosystem Resources	Total acres of ecosystem resources affected	0	9.6–24
Air Quality and Greenhouse Gases	Annual carbon dioxide equivalent reduction (2035)	No reduction	71,905 metric tons
Energy	Regional transportation energy consumption 2035 (per thousand British thermal units)	500,802	498,353
Electromagnetic Fields (EMF)	Potential for EMF exposure impacts	No new sources	No impacts
Geology and Soils	Risk of worsening geologic and soils conditions	None	None to low
Public Services and Utilities	Demand for services	Population growth and development could increase demand	Development could increase demand for services; all alternatives would be similar
	Potential for service disruption during light rail operation	Not applicable	Unlikely

Table S-2. Comparison of Segment A Alternatives

Alternative		A1	A3	A5	A7	A10	A11
Stations		Two: NE 145th and NE 185th Streets	Two: NE 145th and NE 185th Streets	Three: NE 130th, NE 155th, and NE 185th Streets	Three: NE 130th, NE 155th, and NE 185th Streets	Three: NE 130th, NE 145th, and NE 185th Streets	Three: NE 130th, NE 145th, and NE 185th Streets
Alignment		Mixed At-Grade and Elevated	Mostly Elevated	Mixed At-Grade and Elevated	Mostly Elevated	Mixed At-Grade and Elevated	Mostly Elevated
Category ^a	Measure						
Capital Cost Range ^b	2012 dollars (in millions)	\$670 to \$770	\$700 to \$810	\$650 to \$750	\$740 to \$850	\$660 to \$750	\$750 to \$870
Ridership	2035 daily boardings (net) ^c	10,600	10,600	11,000	11,000	11,000	11,000
Station Area Transit-Oriented Development	Qualitative rating of potential under existing conditions (limited-moderate-strong)	NE 145th Street: limited NE 185th Street: limited-moderate	NE 145th Street: limited NE 185th Street: limited-moderate	NE 130th Street: limited NE 155th Street: limited NE 185th Street: limited-moderate	NE 130th Street: limited NE 155th Street: limited NE 185th Street: limited-moderate	NE 130th Street: limited NE 145th Street: limited NE 185th Street: limited-moderate	NE 130th Street: limited NE 155th Street: limited NE 185th Street: limited-moderate
Transportation	Number of intersections requiring mitigation	5	7	11	9	10	8
	I-5 bridges rebuilt	NE 117th, NE 130th, and NE 185th Streets	---	NE 130th Street	---	NE 130th Street	---
	I-5 ramps relocated	NE 130th Street north off-ramp	NE 145th Street north on-ramp	NE 130th Street north off-ramp	---	NE 130th Street north off-ramp	NE 145th Street north on-ramp
	Realigned streets	1st Avenue NE 5th Avenue NE 7th Avenue NE	1st Avenue NE	1st Avenue NE 7th Avenue NE	1st Avenue NE	1st Avenue NE 7th Avenue NE	1st Avenue NE
	Number of parking spaces removed ^d	29	73	89	77	96	84
Property	Number of parcels affected	114	106	127	116	121	106
	Number of residences displaced	111	107	122	115	118	107
	Businesses and institutions potentially displaced	1	0	1	0	1	0
	Estimated WSDOT right-of-way needed (acres)	26	20	20	19	25	20

Alternative		A1	A3	A5	A7	A10	A11
Stations		Two: NE 145th and NE 185th Streets	Two: NE 145th and NE 185th Streets	Three: NE 130th, NE 155th, and NE 185th Streets	Three: NE 130th, NE 155th, and NE 185th Streets	Three: NE 130th, NE 145th, and NE 185th Streets	Three: NE 130th, NE 145th, and NE 185th Streets
Alignment		Mixed At-Grade and Elevated	Mostly Elevated	Mixed At-Grade and Elevated	Mostly Elevated	Mixed At-Grade and Elevated	Mostly Elevated
Category ^a	Measure						
Visual and Aesthetic Resources	Low-medium-high impact	Medium	High	Medium	High	Medium	High
Ecosystem Resources	Wetland / buffer acres affected	0.7 / 0.8	0.7 / 0.7	0.7 / 1.2	0.7 / 1.2	0.7 / 0.7	0.7 / 0.7
	Acres of vegetation removed	2	1	2	1	2	2
Noise	Number of properties affected before mitigation ^e	198	366	244	382	231	361
	Number of properties affected after mitigation	0	0	0	0	0	0
Vibration	Number of properties affected before/after mitigation	8 / 0	2 / 0	14 / 0	3 / 0	13 / 0	2 / 0
Parks and Recreational Resources	Resources directly affected	Ridgecrest Park, Shoreline Stadium	Ridgecrest Park	Ridgecrest Park	Ridgecrest Park	Ridgecrest Park	Ridgecrest Park

a Only categories with notable impacts or differences among alternatives are shown; Chapters 3 and 4 include the full results for all environmental topics.

b Range reflects contingencies for a conceptual level design. Figures rounded to the nearest \$10 million.

c The net boardings reflect ridership at all the segment stations, less the drop in ridership that would occur at the Northgate Station; the more sizeable drop is with a station located at NE 130th Street, which overlaps more with the Northgate

Station ridership area than a station at NE 145th Street. All Segment A alternatives with three stations have a lower net ridership than the two station alternatives.

d Includes on-street and off-street parking. Does not include park-and-ride spaces.

e Includes park-and-ride noise impacts.

Table S-3. Comparison of Segment B Alternatives

Alternative		B1	B2	B2A	B4
Stations		One: Mountlake Terrace Transit Center	One: Mountlake Terrace Transit Center	Two: Mountlake Terrace Transit Center and 220th Street SW	One: Mountlake Terrace Freeway Station
Alignment		I-5 East Side to I-5 Median	I-5 East Side to I-5 West Side	I-5 East Side to I-5 West Side	I-5 East Side to I-5 Median
Category ^a	Measure				
Capital Cost ^b	2012 dollars (in millions)	\$340 to \$390	\$390 to \$450	\$450 to \$520	\$310 to \$360
Ridership	2035 daily boardings (net) ^c	4,600	4,600	4,800	3,600
Station Area Transit-Oriented Development	Qualitative rating of potential under existing conditions (limited-moderate-strong)	Mountlake Terrace Transit Center: moderate-strong	Mountlake Terrace Transit Center: moderate-strong	Mountlake Terrace Transit Center: moderate-strong 220th Street SW: moderate	Mountlake Terrace Freeway Station: moderate
Property	Number of parcels affected	5	18	18	6
	Number of residences displaced	0	5	5	0
	Estimated WSDOT right-of-way needed (acres)	14	15	16	15
Transportation	Number of parking spaces removed ^d	0	7	11	0
Ecosystem Resources	Wetland / buffer acres affected	Less than 0.1 / 0.6	0.5 / 1.3	1.7 / 0.9	0.1 / 0.7
	Acres of vegetation removed	5	11	11	3
Visual and Aesthetic Resources	Qualitative rating (low-medium-high impact)	Low	High	High	Low
Noise	Number of properties affected before mitigation ^d	135	177	175	129
	Number of properties affected after mitigation	0	0	0	0

a Only categories with notable impacts or differences among alternatives are shown; Chapters 3 and 4 include full results.

b Range reflects contingencies for a conceptual level design. Figures rounded to the nearest \$10 million.

c Net boardings within the segment, less any reduction in ridership that could occur in other segments with an additional station. Adding station at 220th Street SW reduces ridership at Lynnwood by 200 daily boardings.

d Includes park-and-ride noise impacts.

Table S-4. Comparison of Segment C Alternatives

Alternative		C1	C2	C3
Stations		200th Street SW	At transit center	At park-and-ride
Category ^a	Measure			
Capital Cost ^b	2012 dollars (in millions)	\$300 to \$350	\$270 to \$310	\$270 to \$340
Ridership	2035 daily boardings (net) ^c	19,400 to 19,800	19,400 to 19,800	19,400 to 19,800
Station Area Transit-Oriented Development	Qualitative rating of potential under existing conditions (limited-moderate-strong)	200th Street SW Station: moderate-strong	Lynnwood Transit Center: moderate-strong	Lynnwood Park-and-Ride: moderate-strong
Property	Number of parcels affected	106	29	15
	Number of residences displaced	77	1	0
	Businesses and institutions displaced	31	3	1
	Estimated WSDOT right-of-way needed (acres)	1	1	3
Transportation	Realigned streets	---	---	208th Street SW
	Number of parking spaces removed	8	4	0
Ecosystem Resources	Wetland / buffer acres affected	Less than 0.1 / 0.5 - 0.9	0.9-1.0 / 0.5 - 0.9	0.2 / 0.5 - 1.0
	Acres of vegetation removed	1	1	1-2
Visual and Aesthetic Resources	Qualitative rating (low-medium-high impact)	High	High	Medium
Noise	Number of properties affected before mitigation ^d	286-293	109-116	6-20
	Number of properties affected after mitigation	0	0	0
Parks and Recreational Resources	Resources directly affected	Interurban Trail, Scriber Creek Park, Scriber Creek Trail	Interurban Trail, Scriber Creek Trail	Interurban Trail, Scriber Creek Trail

a Only categories with notable impacts or differences among alternatives are shown; Chapters 3 and 4 include full results.

b Range reflects contingencies for a conceptual level design. Figures rounded to the nearest \$10 million.

c Ridership range reflects total boardings at this station, but adjusted to reflect ridership changes caused by additional station(s) in Segment A or B and their effect on ridership in this segment.

d Includes park-and-ride noise impacts.

Acquisitions, Displacements, and Relocations.

Sound Transit would provide compensation and relocation assistance to parties affected by property acquisitions, consistent with Sound Transit policy and applicable federal regulations.

Noise and Vibration. Noise and vibration impacts would be mitigated by installing vibration reduction measures, such as special track work, noise walls (either at-grade or as part of elevated guideways), building insulation, or other measures.

Visual Quality. For areas where high impacts are anticipated, Sound Transit would apply design or aesthetic treatments to reduce the impacts of the project facilities, and provide landscaping and other screening features.

Ecosystem Resources. During conceptual design, final design, and permitting, Sound Transit will first strive to avoid and minimize ecosystem impacts. If impacts are unavoidable, Sound Transit would mitigate impacts in accordance with applicable federal regulations and local critical area ordinances and their permit requirements. For example, Sound Transit is committed to no net loss of wetland functions and wetland areas on a project-wide basis.

Parks and Recreational Facilities. Mitigation measures could be compensation or replacement for directly affected properties, restoration or enhancement for any affected features or facilities, or landscaping. For parks or trails affected during construction, signage, detours, and other measures would help avoid temporary closures of the properties.

Hazardous Materials. Any hazardous materials sites in the construction area would be investigated and addressed to avoid the potential for exposure or spread of hazardous materials during construction.

Construction. Detailed construction mitigation would help minimize or avoid construction impacts for each area of the environment. This includes transportation mitigation to reduce the

potential for delays due to truck traffic, detours, and lane or street closures. To minimize impacts on communities, businesses, and public services, Sound Transit's would have a 24-hour construction hotline for the project. Construction period outreach and communication would include notices of key construction activities, such as changes to transportation facilities or routes. Best management practices for construction would be applied to reduce impacts on air quality and water quality, and from noise and vibration or hazardous materials.

S.6.2 Section 4(f)

Section 4(f) refers to a U.S. Department of Transportation (USDOT) statute that restricts FTA's ability to approve a project that adversely affects significant parks, recreation resources, fish and wildlife refuges, and historic properties. Table S-5 lists the Section 4(f) properties that the project may potentially impact or "use." If the impact would be minor and not alter the resource's functions and characteristics, Section 4(f) procedures allow *de minimis* impact findings, with concurrence from the official with jurisdiction over the Section 4(f) resource; otherwise, the project must consider avoidance alternatives.

S.6.3 Environmental Justice

The Lynnwood Link Extension would be in or near some neighborhoods with minority and low-income populations. Presidential Executive Order 12898, Federal Actions to Address Environmental Justice to Minority Populations and Low-Income Populations, and USDOT Order 5610.2 direct Sound Transit and FTA to identify and meaningfully engage low-income and minority populations, and to consider environmental effects that could fall predominantly on those populations.

The environmental justice analysis indicates the proposed project would not result in disproportionately high and adverse effects on minority and low-income populations after all mitigation, enhancements, and offsetting benefits are considered. Construction and operation impacts could affect areas with minority or low-income populations, but planning and

Table S-5. Potential Section 4(f) Impacts

Section 4(f) Resource	Alternatives	Potential Use
Ridgecrest Park, City of Shoreline	All Segment A Alternatives	Anticipated <i>de minimis</i> . Preliminary concurrence on <i>de minimis</i> received from City of Shoreline. Light rail facility would be located on western part of the park, removing trees that provide an existing visual buffer. Park would experience property and visual impacts but this would not impair park functions.
Shoreline Stadium, Shoreline Public Schools	Alternative A1	Anticipated <i>de minimis</i> . Preliminary concurrence on <i>de minimis</i> received from Shoreline School District. Minor right-of-way acquisition would affect a parcel and parking near the stadium.
Interurban Trail, Snohomish County Public Utility District, City of Lynnwood	All Segment C Alternatives	Temporary occupancy. Elevated guideway over trail, with temporary trail closures. Visual impacts, but the trail's primary functions, features, and attributes would be retained.
Scriber Creek Trail, City of Lynnwood	Alternatives C2 and C3	Temporary occupancy. Elevated guideway over trail, with temporary trail closures. Visual impacts, but the trail's functions, features, or attributes would be retained.
Scriber Creek Park, City of Lynnwood	Alternative C1	Potential <i>de minimis</i> with Alternative C1 after applying mitigation. Guideway and structures would cross a corner of the park, removing trees and vegetation, and creating visual impacts. Coordination continuing with City of Lynnwood.

outreach, proposed design measures, mitigation measures, and best management practices would reduce or minimize environmental impacts, avoiding high and adverse environmental impacts.

Proposed mitigation and enhancement measures would be applied across all neighborhoods. In addition, the populations that could be affected by construction and operation of the Lynnwood Link Extension are in areas that would benefit from improved access to transit, improved transit reliability, reduced travel time, and increased regional access.

S.6.4 Ability of Alternatives to Meet the Purpose and Need

The project's Purpose and Need, detailed in Chapter 1 of the Draft EIS, is summarized in Table S-6, to show how effective the light rail alternatives would be in meeting the purpose and need of the project.

S.6.5 Estimated Project Costs

With six alternatives in Segment A, four in Segment B, and three in Segment C, there are 72 possible segment combinations that could be linked to create the full 8.5-mile extension from Northgate to Lynnwood, with total capital costs ranging from \$1.2 billion to \$1.7 billion, depending on the choice of alternatives. The

Table S-6. Consistency with Project Purpose and Need

Purpose and Need	No Build Alternative	All Light Rail Alternatives
Provide reliable, rapid, and efficient transit service with sufficient capacity to meet current and projected demand	No	Yes
Forecast year 2035 transit travel times from Lynnwood to Northgate (AM peak period)	26 minutes	14 to 16 minutes
Forecast year 2035 transit travel times from Northgate to Lynnwood (PM peak period)	24 minutes	14 to 16 minutes
Provide a mobility alternative to travel on congested roadways	No	Yes
Support the region's adopted land use, transportation, and economic development plans	No	Yes
Extend the regional light rail system in support of the Sound Transit Long-Range Plan	No	Yes
Implement a financially feasible system that seeks to preserve and promote a healthy environment	No	Yes

estimated capital cost of each light rail alternative is presented in Tables S-2, S-3, and S-4. All of the light rail alternatives are estimated to cost about \$15 million per year to operate and maintain, but their costs would vary by several hundred thousand dollars annually, depending on how many stations are included. Chapter 5 provides additional details.

S.7 COMPARISON OF ALTERNATIVES

This section summarizes the primary differences in ridership, environmental impacts, and benefits among the light rail alternatives.

S.7.1 Segment A: Seattle to Shoreline

All Segment A alternatives would displace a similar number of residences through acquisitions. The primary differences in property impacts are at the stations, although the elevated alternatives would be better able to avoid impacts in some areas.

All Segment A alternatives would replace existing noise walls and install new noise walls, barriers, and other mitigation for noise impacts. The mostly

elevated alternatives (A3, A7, and A11) would have the most noise impacts. Impacts with the elevated alternatives would require mitigation on the structure. All alternatives also replace existing noise walls in some locations.

All alternatives would acquire an edge of Ridgecrest Park in Shoreline. The mostly elevated alternatives (A3, A7, and A11) would have more impacts on views from the Jackson Park Golf Course. Alternative A1 has a roadway realignment that would affect part of the Shoreline Stadium parking lot.

Alternatives featuring three (A5, A7, A10, and A11) stations rather than two (A1 and A3) would have higher costs. While three stations would slightly increase ridership in Segment A, the extra station would slightly lengthen travel times.

The NE 145th Street Station alternatives (A3, A7, and A11) would displace residential properties, require street or interchange modifications, and place a multistory parking garage near residences. However, it would serve several populous

neighborhoods in Seattle and Shoreline, and it would have direct I-5 access. The NE 155th Street Station (A5 and A7) would also displace residences and add a multistory garage in a mostly residential area, but it would not have direct I-5 access.

The NE 130th Street Station (A3, A7, and A11) would increase costs, but it could be paired with either a NE 145th Street or NE 155th Street Station with little difference in other environmental effects. It would slightly increase boardings in Segment A but it would not notably increase system ridership because it would cause riders to shift from Northgate Station.

The NE 185th Street Station would have similar ridership for all options. At-grade alternatives (A1, A5, and A10) would have more street and/or bridge reconstruction, while the elevated alternatives would have more visually prominent guideways and an elevated station. While all of the alternatives would displace residential properties, the alternatives with parking to the east of I-5 (A3, A5, A7, A10, and A11) would displace more residences.

5.7.2 Segment B: Shoreline to Mountlake Terrace

The Segment B alternatives vary in their station location at the Mountlake Terrace Transit Center, whether they continue north in the I-5 median or cross to the west side of I-5, or whether they offer a station at 220th Street SW. Alternatives B2 and B2A would cross to the west of the freeway, while Alternatives B1 and B4 would stay in the median.

Alternatives B2 and B2A would have higher visual impacts as a result of the elevated guideway crossing over I-5 and their proximity to residences from 233rd Street SW to 220th Street SW. Existing dense vegetation would be cleared on the west side of I-5. Alternatives B1 and B4 would have lower visual impacts because more of their alignments would be in the I-5 median, although Alternative B4 would have a prominent pedestrian bridge over I-5.

Alternative B2 and B2A alignments along the hillside west of I-5 would remove about 11 acres of forest cover compared with 5 acres with Alternative B1 and 3 acres with Alternative B4. Alternatives B2 and B2A would affect the most wetlands and wetland buffer because they would cross a large portion of the second largest wetland in the study area. Alternative B2A would create the most impervious surface and require more mitigation measures to protect water resources.

During construction, Alternative B4 would need to close the bus ramps at the current freeway transit stop for the Mountlake Terrace Transit Center. This would affect transit service to the transit center for several years.

The Segment B alternatives would have different ridership, depending on whether a station is sited at the Mountlake Terrace Transit Center (Alternatives B1, B2, and B2A) or its nearby freeway transit stop (Alternative B4); a freeway station would take longer for riders to access, which would comparatively reduce ridership. Alternative B2A would provide an additional station at 220th Street SW, but the project's overall ridership would not notably increase. The added station would attract riders, but there would then be fewer riders boarding at the Mountlake Terrace Transit Center and Lynnwood.

Alternatives B1, B2, and B2A would best support potential transit-oriented developments in Mountlake Terrace's planned town center because their station would be east of I-5, at the existing park-and-ride, with an entrance south of 236th Street SW. This would be closer to the planned town center than the Alternative B4 freeway station.

5.7.3 Segment C: Mountlake Terrace to Lynnwood

Alternative C1 would displace a condominium complex and two business parks, displacing up to 77 residences and 31 businesses. In contrast, Alternative C3 would displace one business, and Alternative C2 would displace three businesses, with no residential impacts.

Alternatives C1 and C2 would have higher visual impacts because of the elevated guideway near residential properties and Scriber Creek Park.

Alternative C2 would cross the Scriber Creek wetland complex and affect the largest amount of stream and wetland buffer area. Alternative C1 would cross north of the wetlands. Alternative C3 would cross near the southern end of the Scriber Creek wetland complex.

As for Scriber Creek Park, Alternative C1 would have columns and a section of the elevated guideway within the park along Cedar Valley Road, which would alter this corner of the park. Alternative C2 would not be in the park but would have visual impacts, primarily along the Scriber Creek Trail. Alternative C3 would not affect the park.

All of the Segment C alternatives would serve the same area and have similar opportunities to support transit-oriented developments, but the station site choices would offer different opportunities for developing the area over time. The Alternative C1 station at 200th Street SW would be closer to the designated town center for Lynnwood. This alternative would have few impacts on the existing transit center and park-and-ride during construction, but it would displace more existing uses than the other two alternatives. Alternatives C2 and C3 would temporarily reduce the current parking capacity at the Lynnwood Transit Center for the construction of a park-and-ride garage. Alternative C3 also has the option to relocate the existing transit center at the same time as light rail is built, or the transit center could be relocated later, potentially as part of future transit-oriented development plans. However, Alternative C3's tail track would transect a large parcel that would otherwise have more area available for future transit-oriented development.

In other respects, including transportation performance, accessibility, and overall transit-oriented development, the Segment C alternatives would have similar effects.

5.8 PUBLIC AND AGENCY INVOLVEMENT

Sound Transit and FTA have been engaging the public and agencies since the start of early scoping for the project's alternatives analysis in 2010. They initiated the Draft EIS with formal public environmental scoping in September and October of 2011, which included meetings with the public and agencies as well as an open comment period and public notices and advertisements. Sound Transit continued to host public events and meet with agencies and interested groups as the Draft EIS was being prepared in 2012 and early 2013. The release of the Draft EIS comes with a formal public review and comment period, including meetings and hearings, as described in Section S.11, Next Steps. Chapter 6 of the Draft EIS has additional details about the project's public involvement and agency coordination plan, including how Sound Transit and FTA are engaging low-income and minority populations in the project.

5.9 AREAS OF CONTROVERSY AND ISSUES TO BE RESOLVED

Public and agency comments suggest limited project-related controversy. In Segment A, two of the alternatives (A5 and A7) feature a station at NE 155th Street, which the City of Shoreline opposed in a comment letter during environmental scoping. In Segment C, the Edmonds School District has concerns about potential use of its property by Segment C alternatives. The City of Lynnwood and the Edmonds School District have expressed concerns about the Lynnwood site alternative for Sound Transit's Link Operations and Maintenance Satellite Facility, a separate project that would support the operations of the Lynnwood Link Extension and planned systemwide service for ST2. Site alternatives for the maintenance facility are also being considered in Bellevue. Additional areas of controversy might be identified during the Draft EIS comment period.

Issues yet to be resolved relate to agreements that Sound Transit must secure to be able to use parts

of the I-5 right-of-way for the project, to modify any I-5 interchanges, or to modify other parts of the freeway, such as shoulders. These approvals would be made by WSDOT and FHWA during final design, and these agencies could request modifications or place other conditions on the project. If Sound Transit is not able to use the right-of-way as anticipated in the current design of the alternatives, this could affect the project's costs and impacts. However, Sound Transit has worked successfully with WSDOT and FHWA to obtain approvals for right-of-way use for other Sound Transit projects.

Project funding also remains an issue to be resolved. Sound Transit is proposing the project as a candidate for FTA's New Starts grants program. Recent legislation has changed some of the requirements for the program, and its longer-term funding levels are not known.

Potential stations at NE 130th Street, NE 155th Street, and 220th Street SW were not evaluated in the ST2 planning process, which analyzed ridership and cost for each station, and are not currently included in the ST2 Plan. Further evaluation of consistency with the ST2 Plan would be required before any of these stations could be added to the Lynnwood Link Extension, or before the NE 145th Street Station could be replaced or eliminated.

S.10 SIGNIFICANT UNAVOIDABLE ADVERSE IMPACTS

With the avoidance, mitigation, and minimization measures detailed in Chapter 3, Transportation Impacts and Mitigation, and Chapter 4, Environmental Impacts and Mitigation, significant adverse impacts would be avoided for most alternatives. However, some impacts might not be mitigated. Mature vegetation would be removed for all alternatives and replaced by light rail facilities, and there would be related loss of habitat. This would also result in longer-term visual impacts that would not be immediately mitigated by replacement vegetation or landscaping. Temporary construction impacts, such as freeway

lane closures, street closures, or truck traffic, could cause congestion and inconveniences in some locations, and these impacts could be significant.

S.11 NEXT STEPS

The next steps for the Lynnwood Link Extension are described in the following paragraphs. Figure S-9 presents a project schedule summary.

DRAFT EIS

The Draft EIS will be available for an extended comment period of 60 days (45 days are required) that includes a public hearing and other opportunities for the public and agencies to comment in person or in writing. The comment period will begin on July 26, 2013 and end on September 23, 2013. The Draft EIS Fact Sheet provides further details on how to comment, and the times and locations for the public hearings.

After the close of the Draft EIS comment period, the Sound Transit Board will consider public and agency comments received as well as the information in the Draft EIS. The Board will then identify a Preferred Alternative for the Final EIS, which will be evaluated along with the other alternatives. The final decision on the project alternative to be built will not be made until after the Final EIS is issued.

FINAL EIS

The Final EIS will analyze the Preferred Alternative along with the other proposed light rail alternatives and No Build Alternative, and it will respond to the comments received on the Draft EIS. Work on the Final EIS is anticipated to begin in the latter part of 2013, with publication in 2014.

SOUND TRANSIT DECISION

Following review of the Final EIS, the Board will select the project alternative to be built.

RECORD OF DECISION

FTA will issue the Final EIS and publish its Record of Decision (ROD) for the project. The ROD is expected to document findings by FTA that the project has met the requirements of

NEPA and related environmental regulations. It will describe FTA’s decision on the project, alternatives considered, the public opportunity to comment, the public and agency comments and responses, the basis for the decision to approve the project, and the mitigation measures required. Other federal agencies responsible for issuing permits or approvals for the project also have NEPA responsibilities and may issue their own environmental determinations. These determinations are expected to occur later, following the Final EIS and FTA ROD.

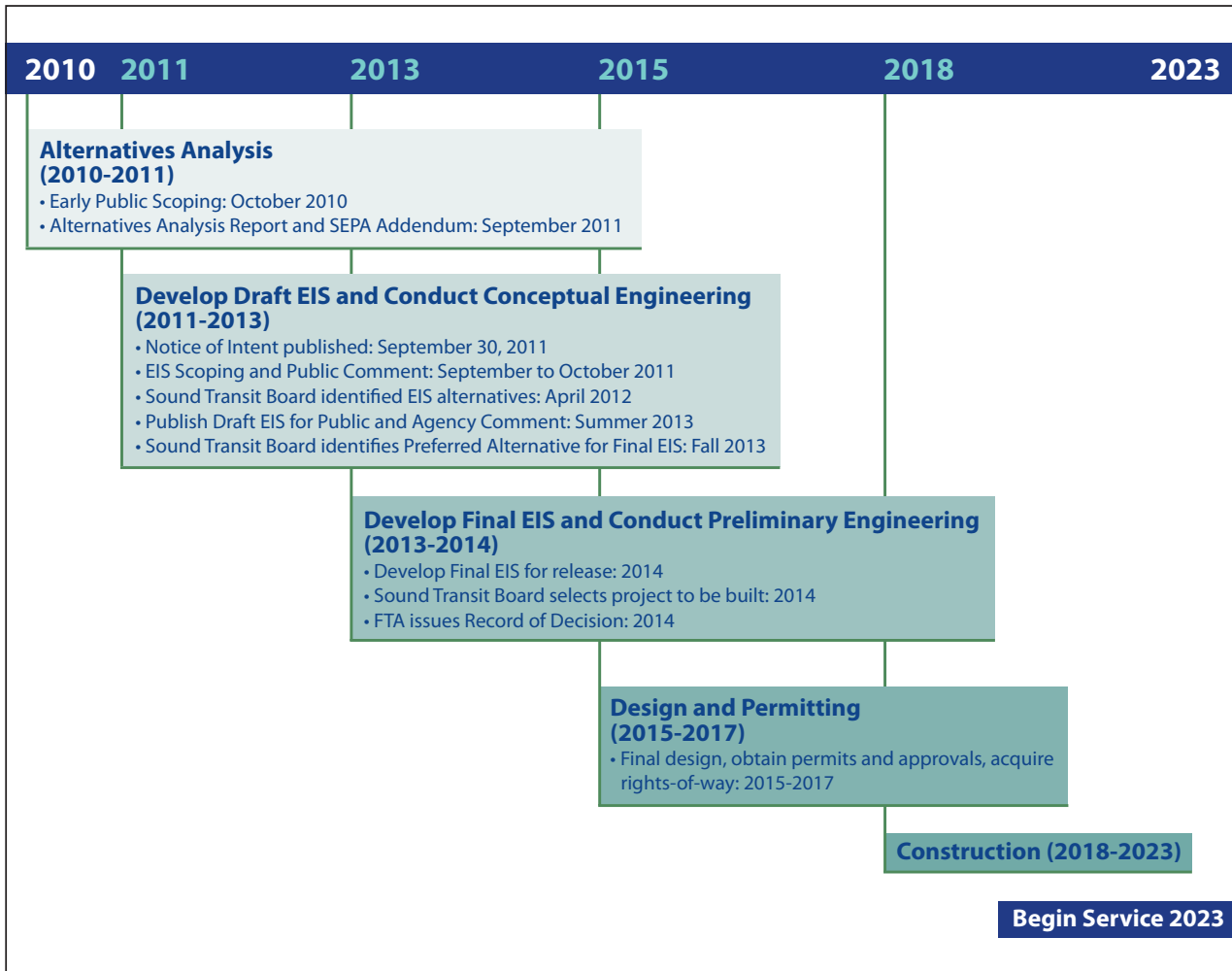


Figure S-9. Project Schedule

SHORELINE
CITY COUNCILKeith A. McGlashan
MayorWill Hall
Deputy Mayor

Chris Eggen

Doris McConnell

Christopher Roberts

Terry Scott

Shari Winstead

October 25, 2011

North Corridor Transit Project Scoping
Attn: Lauren Swift
Sound Transit
401 S. Jackson Street
Seattle, WA 98104

Dear Ms. Swift:

The City of Shoreline would like to take this opportunity to provide Sound Transit with our scoping comments for the North Corridor High Capacity Transit Projects Environmental Impact Statement. The City has appreciated the opportunity to participate in Sound Transit's Alternative Analysis process to date.

The City of Shoreline is excited about the extension of light rail to Shoreline in the near future. It is our City's belief that effective, fast and reliable transit service benefits our residents and the region as a whole in a variety of ways. Expanded mobility options, reduced congestion and minimizing our contribution to climate change are just a few of the benefits of a robust transit system that also mirror the goals of our Council.

Attached is a list of issues the City would like Sound Transit to address as the Environmental Impact Statement is prepared. These issues are consistent with past comments submitted by the City of Shoreline and have been clarified in some cases to address the two remaining alignments under consideration.

At this time, the City is not endorsing or supporting a specific alignment and the comments apply to all alignments that will be evaluated. However, the City anticipates making a recommendation on a preferred alignment to Sound Transit in November. Over the past month, the Shoreline City Council has reviewed a set of Guiding Principles to assist them with their recommendation decision. Public input was sought and the Principles were approved on October 24, 2011. The City Council anticipates making a decision regarding a preferred alignment at their November 14 meeting. This decision will be forwarded to you very soon thereafter. Attached is a copy of the adopted Guiding Principles that will be used by Council to select a recommended alignment.

Thank you for your consideration of our scoping comments. We look forward to continuing to work with Sound Transit on this important project. If you have any questions or need additional information, feel free to contact me at 206.801.2501.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Tovar', with a long horizontal flourish extending to the right.

Joseph W. Tovar, FAICP
Planning and Community Services Director

**CITY OF SHORELINE SCOPING COMMENTS FOR EVALUATION BY
SOUND TRANSIT REGARDING NORTH CORRIDOR HIGH CAPACITY
TRANSIT EXTENSION**

- A. Alignments:** The EIS should examine a variety of station locations associated with each alignment. This includes stations on both the east and west side of the alignment. Specifically, as part of the I-5 alignment option, Sound Transit should evaluate the potential to locate the station on the west side of the freeway at NE 185th Street. Additionally, the I-5 alignment analysis should examine measures to avoid or upgrade the bicycle and pedestrian bridge crossing the freeway at NE 195th Street.
- B. Cost:** As Sound Transit has shown in through the Alternatives Analysis process, the SR 99 and I-5 alignments have significantly different costs. When costs are considered, the City wants to ensure that two light rail stations remain in Shoreline. Costs associated with right-of-way acquisition and capital investments, as well as ongoing operation and maintenance, should be minimized. If cost savings are realized through selection of the less expensive alternative, they should be used for enhancements or mitigations to provide high quality transit service and amenities for North King County residents.

The EIS should also discuss the long term financial implications of each alignment with respect to how the presence of light rail affects future development potential of the neighboring properties and any potential loss of tax base associated with right-of-way acquisition and/or relocation of businesses.

- C. Travel Time:** Travel time for any either alternative will be impacted by the length of the route and type of construction (aerial or surface). The travel time should be calculated for each alignment and its impacts on ridership identified.
- D. Ridership:** Ridership on either alignment is going to be impacted by a variety of features of light rail, such as origins, destinations, travel time/speed, population densities in the immediate vicinity of and farther from the stations and accessibility of the stations. The EIS should state the ridership differences for each alignment as a result of the differing features, including an examination of the future population and employment densities within ¼ mile, ½ mile and 1 mile of the station locations. These densities should include those currently identified in individual jurisdictions' comprehensive plans, as well as the potential densities should comprehensive plans be amended to allow for increased population and employment densities within station areas.

In addition to ridership on light rail, the EIS should discuss the impacts to bus rapid transit ridership for each alignment, such as how many riders will discontinue use of bus rapid transit in order to utilize light rail.

E. Traffic Impacts: It is possible that the two stations in Shoreline, regardless of the alignment decision, will include some level of parking facilities. Even if non-motorized and transit alternatives are available to provide transportation options to the stations, some riders will want to drive to the stations. Impacts to the arterial and local streets in the neighborhoods surrounding the stations are inevitable and must be mitigated. The alternatives analysis should evaluate the following impacts for scenarios where free parking is available, paid parking is available and no parking is made available:

- Evaluation of measures designed to prevent or minimize cut-through traffic on local streets.
- Evaluation of improvement options for arterials serving the stations that ensure safety for all users (drivers, pedestrians, cyclists) and minimize traffic congestion.
- Should a station be located at NE 145th Street either on I-5 or Aurora, work with the Cities of Shoreline and Seattle, the Washington State Department of Transportation and Metro Transit to improve NE 145th Street from Lake City Way NE to Greenwood Avenue N in order to provide better east-west bicycle, pedestrian and bus connections to the Aurora BRT line, the light rail station at NE 145th Street and the express bus/future BRT line on Lake City Way NE and specifically to improve the automobile backups at the I-5 overpass going West on NE 145th St.
- Evaluation of the impacts to neighborhood streets if parking is unavailable or requires payment. (Riders may choose to “hide and ride” in these scenarios.)

F. Accessibility: The ability of riders to access the light rail stations will vary depending upon the station locations. Transit service may be able to more easily access some stations over others. The existence of sidewalks and bicycle facilities has the potential to make non-motorized options safer and more appealing to light rail users. The EIS should evaluate how accessible the proposed stations are to a variety of modes of travel. The EIS should also describe mechanisms or projects that are available to improve accessibility.

G. Social Equity: Transit needs to serve a variety of purposes and segments of the population. It is a transportation option for persons who are unable to drive due to age, disability or other challenges, or because they cannot afford a car. It provides commuters that might otherwise drive with the choice of leaving their cars at home or at a park and ride. The EIS should outline how the location, alignment and operation of light rail achieve these social equity aims.

Roadways and cities are less congested when fewer cars are on the road and fewer greenhouse gases are emitted into the air when people choose transit over cars. The EIS should outline how the location, alignment and operation of light rail achieve these environmental aims.

H. Transit Feeder Service: Regardless of the alignment and station locations, one of the primary factors that will contribute to the success of light rail service will be bus service that serves outlying areas of the City and feeds into the light rail stations. The City of Shoreline

and Sound Transit must work with Metro Transit and Community Transit to develop a plan and implementation strategy to orient bus service to feed light rail stations. This includes:

- Redirecting commuter routes that travel to downtown Seattle via I-5 to light rail. Reallocate those hours to feeder routes that will bring commuters from Park and Ride lots or unserved areas of the City to light rail.
- Creating feeder routes from all areas of the City and neighboring jurisdictions to the Shoreline light rail stations throughout the entire day and on weekends, with additional frequency during the peak periods.

- I. Land Use Transitions:** Shoreline is a predominantly single-family residential community, with a strong concentration of business and retail activity located adjacent to Aurora Avenue N. Adjacent to the I-5 corridor, the predominant land use pattern is almost exclusively single-family or institutional uses. The alternatives analysis should describe examples of short-term, medium-term, and long-term land use changes that have occurred near light rail alignments in similarly situated contexts.
- J. Supportive Land Uses:** Because of Shoreline's historic development patterns, either alignment alternative is likely to impact single-family neighborhoods, either through the direct placement of the stations and railway or due to the increased traffic travelling to and from stations. Evaluation of each alternative should include a description of how the planned land uses in the corridor are or could be supportive of light rail development. This evaluation should explore the potential for land uses that support a light rail station and could be reasonably permitted or encouraged through modification of the existing Comprehensive Plan. The availability of large parcels for significant transit oriented development located within ½ mile of a potential station should be identified, together with a description of what form and density might look like. Sound Transit should work with the affected jurisdictions to identify these potential projects or opportunity areas.
- K. Visual Impacts:** The location of a given alignment and the stations, as well as their design, will undoubtedly have a visual impact on the surrounding properties. An aerial or surface alignment and the type of neighborhoods the route traverses will experience greatly different visual impacts and will have different tolerances for them. The visual impacts of each potential alignment and station locations should be evaluated, as well as proposed measures to minimize these impacts.
- L. Noise:** As with visual impacts, different land uses will have varying levels of tolerance for the noise generated by the operation of light rail, as well as the traffic and buses travelling to the stations. The different types of noise, volumes and duration, as well as mitigation for noise impacts, must all be examined as part of the EIS. Mitigation should address options for facility design that minimize noise.
- M. Destinations and Origins:** The alignment options will serve different neighborhoods and, as a result, have differing destinations and origins for riders. Each alignment must be evaluated to determine what these destinations and origins will be and how they will impact ridership

and traffic. Additionally, the alignment evaluations should examine how these destinations and origins connect and relate to each other. For example, an alignment that runs along I-5 and serves the Mountlake Terrace Transit Center and the Shoreline Center at NE 185th Street in Shoreline would pass through and adjacent to Mountlake Terrace's Town Center, and the Ballinger and North City neighborhoods of Shoreline. How feeder service is provided through these areas and the stations themselves must be a consideration.

- N. Mitigation Strategy:** If I-5 is not selected as the alignment for light rail, bus service on I-5 through Shoreline needs to be improved. Currently, Sound Transit Express buses travelling through Shoreline on I-5 do not serve the NE 145th Street freeway stops during the peak period in the peak direction. Sound Transit has consistently stated the reason the buses bypass Shoreline is the ramps are on the opposite side of the freeway from the express lanes in which the buses travel. In order for buses to serve these stops, they must leave the express lanes, cut across several lanes of general purpose traffic to the freeway ramps and then return to the express lanes. This causes significant delay for the buses when I-5 is congested. Similarly, none of the over 300 Community Transit buses travelling through Shoreline on I-5 serve this freeway stop. If I-5 is not chosen for the light rail alignment, improvements to this freeway stop, such as relocation of the freeway stop to the center to facilitate better service from the express lanes, should be constructed as a mitigation measure to improve transit service along this vital transportation corridor. Similar improvements should be made at NE 185th Street to facilitate improved transit service in Shoreline along I-5.

NORTH CORRIDOR PROJECT LIGHT RAIL GUIDING PRINCIPLES FOR SHORELINE

The City of Shoreline looks forward to Sound Transit delivering light rail service that is part of an integrated transit system and that serves our community and region. The principles that will guide our future discussions and input to Sound Transit regarding the planning, construction, operation of light rail to directly serve Shoreline residents are as follows:

PERFORMANCE

TRAVEL TIME

We support a light rail system that provides the shortest travel times for riders traveling to and from Shoreline.

We support development of a complete light rail system that serves the Puget Sound region efficiently and minimizes travel times to destinations.

RIDERSHIP

We support the development of a light rail system that will serve the greatest number of riders traveling to and from Shoreline.

ACCESSIBILITY

We support the development of light rail stations that are easily accessed by foot, bike, bus or car. The stations should expand opportunities for convenient access to other forms of transit, such as Bus Rapid Transit and local bus service. Traffic impacts should also be minimized and mitigated in station areas.

MAXIMIZING FUNDS

COST

We want to ensure that as decisions are made, funding remains in the project budget to fund two light rail stations in Shoreline.

We support minimizing costs associated with right of way acquisition and capital investments as well as ongoing operation and maintenance costs while maximizing performance of the light rail system.

We support extension of a light rail system through Shoreline and Seattle that maximizes the available funding in the North King County subarea. In accordance with

Sound Transit's subarea equity policy, funds generated in this subarea should be spent only in this subarea and be used to provide high quality transit service and amenities for North King County residents.

LOCAL OPPORTUNITIES AND IMPACTS

SOCIAL EQUITY

We support the location, alignment and operation of light rail that provides access to a socially, economically and geographically diverse ridership.

We believe Shoreline residents are best served by various modes of transit on multiple corridors within and through Shoreline.

LAND USES AND REDEVELOPMENT

We are concerned about the future of properties adjacent to prospective light rail stations. It is important to remember that station areas may take decades to transition from its present day use to a future use and plans should be made for how that transition can be accomplished.

We believe land uses around light rail stations should support a transition to transit-oriented communities over time and in partnership with the local neighborhood.

We are committed to a robust community involvement process that develops tools and plans to create and enhance vibrant, livable and sustainable transit-oriented station areas.

We want to ensure impacts on residents and businesses are managed and individual property rights are protected; provide timely information so residents can plan for and respond to changes.

ECONOMIC DEVELOPMENT

We support a light rail system that will foster economic prosperity in Shoreline by encouraging existing businesses, enhancing property values, creating family-wage jobs, building sustainable housing stock, and attracting investment.

NOISE AND VISUAL IMPACTS

We support the development of a light rail system that minimizes noise and visual impacts to Shoreline residents and businesses.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ronald Wastewater Interlocal Agreement
DEPARTMENT:	CMO, City Attorney
PRESENTED BY:	Debbie Tarry, Assistant City Manager Ian Sievers, City Attorney Mark Relph, Public Works Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline and the Ronald Wastewater District jointly entered into an Interlocal Operating Agreement (Agreement) in 2002 (Attachment A) to unify sewer services with City operations through an assumption process. The Agreement outlines the unification process between the City and the District which is to occur in October 2017.

Under the State's utility special purpose district assumption statute (35.13A RCW), the City could have assumed the District after the City's incorporation; however, the Agreement provides that the City will wait until October 2017 to assume the District. During that time, the District has and will continue to operate as a special purpose district in Shoreline under the guidance of a franchise agreement with the City.

On June 27, 2013, the District filed a lawsuit against the City in King County Superior Court, and on July 5, 2013, the City was served with the suit (Attachment B). The District is asking the Court to set aside the District's promises to negotiate a transition plan and to cooperate with assumption including commitments not to protest and to execute the final dissolution of the District. In addition the District is asking that the Court require a public vote as part of the assumption.

Three of the current District Commissioners approved the Agreement in 2002. Commissioners Wadekamper and Lind approved the Agreement as District Commissioners and Commissioner Ransom, who did not vote to sue the City, approved the Agreement as a City Councilmember. Tonight staff will provide an update to Council regarding implementation of the Agreement and the actions by the District to oppose it.

RECOMMENDATION

There is no required formal action this evening. This is an update on the City's continued implementation of the joint Interlocal Operating Agreement.

Approved By: City Manager **JU** City Attorney **IS**

INTRODUCTION

The City and Ronald Wastewater (sewer) District (the District) entered into an Interlocal Operating Agreement (Agreement) in 2002, co-authored and agreed to by both organizations, to unify sewer services with City operations. The Agreement outlines the unification process between the City and the District which is to occur in October 2017. The City will acquire the sewer utility through an assumption, which means all assets, reserve funds, employees, equipment and any District debt will be assumed by the City and the Ronald Wastewater District will cease to exist as a separate government entity. Procedures for an orderly and predictable transition of the sewer utility from District to City ownership are outlined in the 2002 Agreement.

BACKGROUND

Shoreline residents incorporated in 1995 in large part to receive better, more efficient services for their tax dollars. One way for the City to provide more efficient services includes unifying water and sewer utilities with City operations to create one-stop shopping for City residents and businesses. One of the utilities considered for consolidation was the District.

The Ronald Wastewater District is a special purpose district providing only sewer service, whose service boundaries are identical to Shoreline's boundaries with the exception of the exclusion of the Highlands and the addition of Point Wells. Special purpose districts have typically been used throughout the state as a means to provide service in rural or unincorporated areas where local governments (i.e. cities and towns) were either unwilling or unable to provide service.

As areas around the state became more dense and urban, primarily due to the Growth Management Act, the efficiency and effectiveness became an issue for many communities. This is especially true when the community begins to expand the need for services (i.e. becomes more urban) and the use and coordination of limited resources becomes more of a focus.

Planning Policies Designating Cities as Providers of Urban Services

Washington's Growth Management Act, passed in 1991, recognized the problem of multiple layers of government and encouraged urban areas to incorporate noting, in part, that it is appropriate that urban services be provided by cities. The Legislature further clarified in the Growth Management Act that cities should be the primary providers of urban services to provide the best coordination of capital improvements to support growth.

King County County-wide Planning Policies has a framework policy implementing the expected transformation of urban service delivery to cities:

Cities are the appropriate provider of local urban services to Urban Areas either directly or by contract... Within the Urban Area, as time and condition warrant, cities should assume local urban services provided by special purpose districts.

Finally, Shoreline's Comprehensive Plan, updated in December 2012, includes goals and policies that call for the City to transition into being a full service utility provider over the next 15 years:

Goal U II. Facilitate the provision of appropriate, reliable utility services, whether through City owned and operated services, or other providers.

Policy U2. Pursue alternative service provision options that may be more effective at providing services to our residents, including acquiring portions of the Seattle Public Utility water system, potential assumption of Ronald Wastewater District, and examining options with regard to the expiration of the Shoreline Water District franchise (scheduled for 2027).

Shoreline Actions toward Utility Consolidation

Early Shoreline City Councils realized that consolidating utility services in Shoreline would reduce inefficiencies associated with multiple governmental entities operating in the same jurisdiction, and therefore reviewed all forms of utilities, including consideration of a municipal electric utility. Early actions regarding utilities include forming the City's own stormwater utility and terminating the franchise of the investor owned solid waste provider to consolidate those operations and provide local control through forming our solid waste utility. Council next considered consolidation of Ronald Wastewater District, which culminated with the 2002 Interlocal Operating Agreement.

Utility consolidation continues to be a City goal. Council invested in surplus space in City Hall, which opened in 2009, for future expansion of its utility operations as the District assumption includes integrating district employees as city employees and the anticipated future inclusion of water utility personnel.

In a 2010 report to Council, the Citizen Advisory Committee on Long-Range Financial Planning recommended, in part, that the City consider the merits of service efficiency and effectiveness with the lens of a resident of the community who is paying for a variety of services. They posed the question: Can the community reduce the total cost to the citizen by looking for opportunities to maximize the efficiency and effectiveness of all services? Many cities, including past Shoreline Councils, tend to look at the acquisition and assumption of special purpose districts as a way to further the effectiveness and efficiencies of service for their citizens.

Council has since moved forward with the passage of 2012's Proposition 1 to authorize purchase the water system from Seattle Public Utilities and the purchase of the Brugger's Bog Maintenance Facility from King County this month to accommodate future utility maintenance facility needs.

2002 Interlocal Operating Agreement (Agreement) with Ronald Wastewater District

To further the goal of consolidating services, the City and District entered into an Interlocal Operating Agreement in 2002 to unify sewer services with City operations. Instead of "purchasing" the sewer system, the City will acquire the sewer utility through an assumption, which means all assets, reserve funds, employees, equipment and any District debt will be assumed by the City and the Ronald Wastewater District will cease to exist as a separate government entity. Procedures for an orderly and predictable

transition of the sewer utility from District to City ownership are outlined in the 2002 Agreement.

Although RCW 35.13A would have allowed the City to commence assumption of the District in 2002, it was determined that it benefited the District ratepayers and City residents to delay the assumption to allow time to plan for the transition. In order to facilitate a smooth consolidation, the City and District agreed to a 15-year timeframe for the transition.

As the merger date comes closer, the District has taken actions to oppose and renege on the Agreement. The following are relevant dates and actions related to the District's gestures to amend the Agreement. Copies of letters referenced below can be found on the [City's Ronald Wastewater Assumption webpage](#).

March 2011 Meeting – District Requests to Consider the Agreement

The District initiated a meeting with the Mayor, Deputy Mayor and City Manager to ask Council to reconsider terms of the Agreement. The District made this request so that the District would not be bound by the assumption proceedings noted in the Agreement at the close of the Agreement term.

There was no interest from Council at that time in initiating changes to the existing Agreement which, Council noted in the August 12, 2011 response letter, is consistent with long-term City goals and capital planning.

Ronald Wastewater District Proposal to Merge with Shoreline Water District

The City received a joint invitation on December 28, 2011 from the District and the Shoreline Water District (Water District) asking Shoreline to consider abandoning its Agreement with the District for transition and transfer of that district to the City. The rationale provided was efficiencies and coordination.

As noted above, the Legislature further clarified in the Growth Management Act that cities should be the primary providers of urban services to provide the best coordination of capital improvements to support growth. Staff concluded at the time that with the potential purchase of the SPU water system and the existing Agreement with the District, the efficiencies and coordination would be far greater by unifying those utilities under the City, which will accomplish the goal of unification of planning under a single legislative body.

May 11, 2012 Council Letter to the District – Cease Opposition to Assumption

Council's letter noted violations of Section 4.8 of the Agreement, which states, "The District agrees to take no action to protest or challenge the assumption of the District following the terms of this Agreement or any extension thereof." Council expressed concerns with District published Frequently Asked Questions where the District clearly stated 'No' to the question of whether the District agreed to be assumed by the City. Council again noted the response in the August 12, 2011 letter in regard to reconsideration of the assumption provision in the Agreement, and reiterated the City's expectation that the District would honor the Agreement.

May 25, 2012 Council Letter to District – Expressing Concern with the District Increasing Commissioners

The Council letter expressed concern over the District's vote to increase the number of commissioners from three to five, at an added cost of approximately \$60,000 per year, when the District will cease to exist in less than five years.

October 9, 2012 District Takes Position Opposing Shoreline's Proposition 1 – SPU Purchase

The District Commissioners voted October 9, 2012 to oppose the SPU purchase. The reasons given include that the District believes that a locally controlled, independent special purpose district is the best method for providing efficient and cost-effective utility service, and wanted voters to consider Ronald taking over SPU water service instead. The resolution concluded that if the City acquires SPU water, it makes it unlikely that the SPU water system would become part of a merged water-sewer district serving the whole city.

May 14, 2013 Letter to Ronald Wastewater District – Concern Regarding Proposed Transfer of District Facilities in Pt. Wells Service Area to Woodway

The City Manager sent a letter expressing concern over a proposed Memorandum of Understanding (MOU) between the District and City of Woodway to transfer the District's facilities in unincorporated southwest Snohomish County (Point Wells) to Woodway. The letter noted Section 4.5 of the Agreement which specifically requires that the District consolidate its service areas, including such areas as the unincorporated southwest Snohomish County (Point Wells) which is in the City's future annexation area.

The letter further notes that as such the City has a definite interest and investment in any and all assets of the District, and as such offered to assist in an analysis of the costs and benefits of such an asset sale or transfer.

May 22, 2013 Special Council Meeting Authorizing City Manager to File Action to Enforce Agreement with the District

While the District delayed the decision on the proposed MOU with Woodway for the Point Wells service area, the City was concerned that the District's potential actions would significantly harm the Shoreline ratepayers, who are also Shoreline residents.

The staff report noted that even though the preferred course of action for the City is for the District to comply voluntarily with the provisions of the Agreement, the recent District actions have created such a concern that staff recommended legal action. Staff believed it in the best interest of Shoreline residents to file a temporary restraining order to stop the negotiations of and potential sale or transfer of District assets to Woodway.

Ultimately the decision was made to delay legal action until the City Manager and the District's General Manager discussed the City's concerns.

June 12, 2013 District General Manager Letter to City Manager

The letter lays out the District's concerns and offers that the District is compliant with the Agreement, and that the District has studied the assumption provision in the Agreement and concludes it invalid and unenforceable.

June 20, 2013 City Manager Letter to District Re: Joint Council / Commission Meeting to Discuss Transition

The letter responds to the June 12, 2013 letter that the City believes the Agreement is valid and, as such, invites the Commission to meet with Council at the August 12, 2013 Shoreline Council meeting to discuss transition planning as outlined in Section 5.6 of the Agreement (that joint meeting has since been postponed).

June 27, 2013 District Files Suit to Try and Invalidate Sections of Agreement related to Assumption

On June 27, 2013, the District filed a lawsuit against the City in King County Superior Court, and on July 5, 2013, the City was served with the suit (Attachment B). The District is asking the Court to set aside the District's promises to negotiate the transition and to cooperate with assumption including commitments not to protest and to execute the final dissolution of the District. Specifically the District is requesting that the Court find sections 4.8 and 5.6 of the Agreement invalid and allow the District to challenge or protest the assumption before the end of the Agreement and renege on its grant of a power of attorney to dissolve the District after assumption. The District's suit further requests that the Court determine that the District be allowed to sell or negotiate the sale of District assets located outside of the City limits (Section 3.8.2). The District is also asking that the Court require a public vote as part of the assumption.

July 22, 2013 Council Authorizes Outside Counsel to Defend District's Lawsuit

On July 22, the City Council authorized the City Manager to execute a contract not to exceed \$60,000 with Kenyon Disend, PLLC to provide legal assistance in responding to and defending the City against the District's lawsuit disputing the terms of the 2002 Agreement.

Summary

The City continues to honor the Agreement, and fully expects to assume the District at the completion of the Agreement. Staff continues to believe that this is the best course of action for the City and the utility's ratepayers, due to the following reasons:

- The City is the most efficient for consolidation through reduced overhead and streamlined operational costs;
- City assumption of the District provides ratepayers with a more transparent process for rate-setting and decision-making by having a single group of Shoreline-elected officials accountable to Shoreline voters;
- Utility consolidation will create a 'One-Stop Shop' for utilities in Shoreline – customer service, combined utility billing, permitting, utility coordination and long-range planning, etc;

- The Agreement specifically calls for Ronald’s cooperation with assumption and dissolution of the district;
- The City believes it has the legal authority to assume the District; therefore there is no need to vote as the citizens are the same as the District ratepayers;
- The Agreement is a valid, binding document which was developed and signed by two of the existing District Commissioners;
- The State’s Growth Management Act and King County’s County-wide Planning Policies designate cities as the appropriate provider of urban services to urban areas and the City’s Comprehensive Plan calls for the City to be a full service utility provider; and
- City consolidation of utilities provides a more comprehensive and coordinated approach to reinvesting in Shoreline infrastructure, aiding in redevelopment of different parts of the City.

As we are now less than four years from the time in which the City and District are supposed to commence the assumption including integrating District staff and operations, there is a great deal of planning that needs to happen to ensure an orderly changeover. Staff is currently evaluating options to respond to the lawsuit and next steps for transition planning.

RECOMMENDATION

There is no required action; this is an update on the City’s continued implementation of the Ronald Wastewater Agreement.

ATTACHMENTS

- Attachment A – 2002 Interlocal Operating Agreement
- Attachment B – Ronald Wasterwater District Summons Complaint

ORIGINAL

RESOLUTION NO. 197

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON AUTHORIZING AN INTERLOCAL OPERATING AGREEMENT RELATING TO PROVISION OF SANITARY SEWER SERVICES

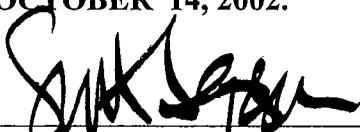
WHEREAS, City and Ronald Wastewater District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents; and

WHEREAS, the City and District have negotiated a Franchise and concomitant Interlocal Operating Agreement to coordinate the provision of sanitary sewer services in the City of Shoreline; now therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE,
WASHINGTON THAT**

1. The City Manager is authorized to execute the INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS attached hereto as Exhibit 1.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 14, 2002.



Mayor Scott Jepsen

ATTEST:



Sharon Mattioli, CMC
City Clerk

ORIGINAL

1-02001

CITY OF SHORELINE
Clerk's Receiving
No: <u>1956</u>
Date: <u>10/22/02</u>

Exhibit 1

INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS

THIS AGREEMENT is made and entered into this 22nd day of October, 2002, by and between the city of Shoreline, a Washington Non-Charter Optional Municipal Code City (the "City") and Ronald Wastewater District, a Special Purpose Municipal Corporation (the "District").

WHEREAS, the City is the local government with authority and jurisdiction with respect to the territory within its corporate boundaries; and

WHEREAS, the District provides sanitary sewer service to properties located in the District and properties lying in the City's corporate boundaries and also to properties not located in the District or the City; and

WHEREAS, the City does not own or operate a sanitary sewer system; and

WHEREAS, the District and the City agree that the District has provided its service area, including the area now located within the City of Shoreline, with sanitary sewer service for over 42 years and that the District has the skills, assets, willingness and ability to provide the entire City with sanitary sewer service; and

WHEREAS, the City desires to assure its residents of continued unified sanitary sewer service which will comply with federal, state and local law, which will protect the public's health, safety, and welfare, and will provide uniform standards of service; and

WHEREAS, the City and the District have separately negotiated a 15 year Franchise Agreement to establish the terms and conditions under which the District is granted the authority to maintain it's sanitary sewer system within the City's Rights of Way to be simultaneously executed and

WHEREAS, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have passed resolutions approving the execution of this Agreement;

12/15/17

NOW THEREFORE, in consideration of the terms and provisions contained herein, and the Franchise Agreement executed contemporaneously by the parties, the City and the District agree as follows:

Section 1. Purpose. It is the purpose of this Agreement to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewerage wastewater system at a reasonable cost and to provide an orderly and predictable transition of the wastewater utility from District to City ownership.

Section 2. Term of Agreement. The term of this Interlocal Operating Agreement shall be fifteen (15) years from the date of its execution.

Section 3. City Responsibilities:

3.1 Franchise Grant to the District. The City shall grant a non-exclusive franchise to the District in the form attached hereto as Exhibit "A" for a concurrent term of 15 years and terminating on the termination date of this Agreement.

3.2 Assumption by the City. The City agrees that in consideration of the "Interlocal Operating Agreement Fee" to be paid by the District to the City as set forth herein in section 4 of this Agreement, and the other terms and conditions of this Agreement, it shall not, during the 15 year term of this Agreement and the concurrent Franchise Agreement granted to the District, attempt to exercise its statutory authority (RCW chapter 35.13A, as currently in effect or amended in the future) to assume jurisdiction over the District or any District responsibilities, property, facilities or equipment within the City's corporate limits, including future annexed areas.

3.3 Fees and Charges. The City shall not, during the term of this Agreement impose any new fees on the District for City costs and services addressed and compensated for in the Franchise Agreement or this Interlocal Operating Agreement, as herein below described.

3.4 Future Statute Authorizing a City Utility Tax on the District. In the event that the State of Washington Legislature should in the future authorize a City to impose a Utility Tax upon a District based upon the District's revenues, or upon any other basis, the payments hereinbelow provided as the District's contractual consideration for this Agreement shall be credited against such Utility Tax as the City may impose and the District shall be obligated to pay only the statutorily supported tax liability in excess thereof; provided however, this section shall not allow a credit against consideration of this Agreement for

ORIGINAL

generally applicable regulatory fees or revenue-generating charges or taxes that may be authorized by law as applicable to the District and adopted by the City during the term of this Agreement other than a utility tax. For purposes of this section "utility tax" refers a city tax on business activities subject to the tax imposed by chapter 82.16 RCW.

3.4.1 Pass Through of Excess Utility Tax. In the event a Utility Tax on the District by the City is in the future authorized by law, the District shall pay such additional monies and may pass such additional tax liability on to the District's ratepayers as a separate billing item.

3.5 Requirement to Connect to Sanitary Sewer. The City shall, within the first year of this Agreement, study the adoption of rules and regulations related to the requirement that residences and other buildings or improvements located within the City not receiving sanitary sewer service (those using septic tanks or other on site systems), shall, under certain terms and conditions, be required to connect the sewer facilities located in or on such properties to the District's Sanitary Sewer System.

3.5.1. The City shall enforce such rules and regulations if adopted.

3.5.2 The District shall cooperate with the City in such enforcement action.

3.6 City's Option to Extend this Agreement The City, at its sole option, may no less than twelve (12) calendar months prior to the end of the term of this Agreement inform the District, in writing, of its desire to extend this Agreement for an additional five (5) years under terms and conditions as may be mutually agreed to by the Parties.

3.6.1 Should the City give such notice to the District and the District be interested in such a proposal, the Parties shall enter into Good Faith Negotiations to complete and execute a mutually acceptable extension Agreement, within six (6) months from the City's Notice.

3.7 Protection of District Employees upon Assumption by the City. The Parties agree that a fair and equitable transition of the employees of the District at the time of assumption by the City is critical to maintain the efficient operations of the wastewater services. The employees at the District represent a valuable asset to the City as they assume operations of the District. Therefore, in addition to compliance with RCW 35.13A.090, the City agrees to the following protections for employees of the District at the time of the transfer of the utility system:

3.7.1 All full-time regular non-probationary employees of the District at the time of assumption shall be offered the same or equivalent positions in the City's job classification system, which are consistent with the knowledge, skills, abilities, experience, and technical requirements of the District's employees.

3.7.2 The City agrees not to reduce the salary of a District transferred employee. However, the City reserves the right to freeze a District transferred employee's rate of compensation within a job classification until the City's rate of compensation is equal to or exceeds the transferred employee's rate of compensation.

3.7.3 City agrees it shall not lay off a transferred District employee for at least one year following the date of the transfer to City employment, however, the City reserves the right to terminate District transferred employee for cause.

3.7.4 Service credit for City purposes will be calculated based upon the initial full-time employment date of the transferred employee with Ronald Wastewater District.

3.7.5 Transferred employees will continue participation with the appropriate public employees' retirement system as provided for in RCW35.13A.090 (1).

3.7.6 The City currently allows employees retiring under the PERS Retirement System to purchase health insurance. The transferred employees will be able to participate in that benefit so long as this is still a benefit offered to City employees at the time of assumption of the District.

3.7.7 The City agrees to abide by the Washington Wastewater Collection Personnel Association certification requirements or equivalent for all sewer maintenance workers.

3.7.8 District agrees that an employment agreement for any employee shall not be extended beyond the City assumption date without review and approval of the City Manager.

3.7.9 The Parties recognize that all agreements with bargaining units will terminate upon transfer to the City.

ORIGINAL

3.7.10 District agrees that at the time of transfer it shall pay off any accrued sick leave owed to transferred District employees, based on District sick leave policy then in effect.

3.7.11 The Parties agree that District employees transferred to the city shall not carry over more vacation accrual than allowed by City vacation leave policy then in effect, and the District shall pay off vacation in excess of the City's accrual limit upon transfer.

3.8 Obligations On Assumption:

3.8.1 City shall assume all liabilities and contractual obligations of the District or pay those obligations in full where required by contract, bond covenant or other agreements. The District will negotiate all new contracts and loan agreements during the term of this agreement including any mutually agreed upon extension so that the obligations of the District may be assumed by the City upon assumption of the District without cost or penalty. It is agreed that the district's Parity Revenue Bond covenants, as now written, can not, and will not change during this Agreement, therefore, any such Parity Revenue bond obligations of the District will require full defeasance or transfer of the obligation of the District according to the bond covenants at the time of the transfer of assets.

3.8.2 All District assets, personal, real and intangible property will be transferred to the City.

Section 4. The District Responsibilities. In consideration of the City's commitments above and the concomitant Franchise Agreement, the District shall:

4.1 Interlocal Operating Agreement Fee. In consideration of and compensation for the City's forbearance of its rights to assume the District under RCW 35.13A, as it now exists or may be amended, and the rights granted the District under this Agreement to operate its existing and future sewer facilities within the City's corporate limits, including any future annexed areas, the District agrees to pay the City an "Interlocal Operating Fee" pursuant to the payment schedule set forth herein.

4.2 Schedule of Payments. The schedule of payments shall be as follows:

Year	Amount
2002	\$500,000*
2003	\$550,000

2004	\$600,000
2005	\$618,000
2006	\$637,000
2007	\$656,000
2008	\$676,000
2009	\$696,000
2010	\$717,000
2011	\$739,000
2012	\$761,000
2013	\$784,000
2014	\$808,000
2015	\$832,000
2016	\$857,000
2017	\$883,000

*In the year 2002, the \$500,000 Interlocal Agreement Fee will be paid in full by Ronald Wastewater District prior to December 31, 2002, less any previously paid fees paid during the year 2002 under the Seattle Public Utilities Franchise Agreement assumed by the District.

In all years subsequent to 2002 through 2016, the Interlocal Agreement Fee will be paid by the District to the City with quarterly payments being made on or before March 15, June 15, September 15, and December 15 of each year.

In the final year, 2017, the District's payment to the City will be pro-rated to the date of the Contract Termination.

The fee paid by the District under this section is a business expense that will not be separately identified on customer billings.

4.3 Storm Water and Water Supply System. The District shall not provide a storm water system or a water supply system within the City without the approval of the City being first obtained.

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4.4 Standard Sewer Billing Rate Structure. It shall be the goal of the District to perform a Comprehensive Sewer Rate and Cost of Service Analysis in order to develop a uniform rate schedule following the District's acquisition of the Seattle Public Utilities/Lake City Sewer District Sanitary Sewer System which study shall include but not be limited to the following:

4.4.1 The impact of the overall rate revenue requirements, which analysis shall reflect the impact of diverting the costs and revenue of sewer system customers within the City of Lake Forest Park, if and when service to those customers is taken over by the City of Lake Forest Park.

4.4.2 An evaluation of reasonable options and impacts of phasing in a blending of sewer rates, revising the sewer rates and costs of maintenance and operation, both pre and post Seattle Public Utilities/Lake City Sewer District acquisition of customer segments.

4.4.3 Develop a strategy to expedite a blending of sewer rates to a single set of rate structures that will have the least negative impact on all District ratepayers, now and in the future.

4.4.4 Attempt to create a level billing rate structure for each class of customer throughout the District and the City unless the level of service provided any segment of those properties served requires a "special benefit" surcharge.

4.5 Agreement to Annex. The District shall exercise its legislative authority to seek annexation of those areas which it serves which are not yet within its corporate boundaries and those areas which are within the City's corporate boundaries except areas served by the Highland Sewer District. The District shall proceed with the annexation process as soon as the City of Lake Forest Park exercises its right to annex those areas within its corporate boundaries, and which are presently served by the District's Sanitary Sewer System.

4.5.1 City's Cooperation With Annexation. The City shall promote, cooperate with, and use its best efforts to assist the District in the annexation process articulated in Section _____ of this agreement.

4.6 Seattle Public Utilities Service System Reliability. The District shall prepare plans to upgrade the systems acquired from Seattle Public Utilities to conform to the District's overall operational and maintenance standards.

4.7 Advisory Board. Members of the Board of Commissioners of the District in office at the time of this Agreement who wish to do so, may at their

option, sit as an advisory Board to the Shoreline City Council for a three (3) year period beyond the term of this Agreement.

- 4.8 Cooperation with Assumption and Dissolution. The District agrees to take no action to protest or challenge the assumption of the District following the term of this agreement or any extension thereof. By its execution of this Agreement below the District grants to the City a limited power of attorney to execute a joint petition to Superior Court for dissolution of the District pursuant to RCW 35.13A.080 when authorized by the City Council following the term of this Agreement provided the City is not in breach of this Agreement including terms that survive the term of the Agreement

Section 5. Mutual Responsibilities. In satisfaction of the intent of the parties, the City and District shall have the following responsibilities:

5.1 Common Goals and Interests. The parties shall agree to identify potentially desirable common activities and projects of mutual interest and benefit, which shall include, but not be limited to the following:

5.1.1 Common Vehicle and equipment storage facilities

5.1.2 Common vehicle and equipment maintenance

5.1.3 Emergency/after hours call center

5.1.4 Combined permitting/licensing offices

5.1.5 Joint but separate communications - emergency radio/telephone

5.1.6 Creation of a joint committee to discuss, evaluate and select cost-effective common programs relating to:

- i. Energy management
- ii. Equipment sharing
- iii. Information technology
- iv. Staff training, where possible
- v. Joint insurance programs

5.2 Inter-Agency Communications. A committee consisting of the City's City Manager and Public Work's Director, and the District's General Manager and Maintenance Manager will meet annually to evaluate projects which may be agreed upon to have a mutual benefit, and which may be jointly undertaken.

5.3 Capital Improvement Plan: Each of the Parties shall provide the other with a copy of their respective present Capital Improvement Plan to better facilitate the use of the streets, sidewalks and rights of way and the areas under them.

5.4 Coordination of City and District's Comprehensive Plans. The City's Manager and District's General Manager shall meet annually to coordinate activities related to their respective Comprehensive Plans and their respective Capital Improvement Plans. The parties shall address revisions to their respective Comprehensive Plans at the earliest opportunity to reflect the transition of wastewater service delivery by the City at the end of this Agreement.

5.5 Information and Document Exchange. The Parties shall exchange information and documents relating to the location of the facilities which they each operate within the affected rights of way.

5.6 Assumption Transition. No later than 24 months prior to the end of the term of this Agreement, the City and District shall negotiate in good faith the terms of final transition. Transition terms shall include plans that the City and the District agree to implement to ensure a smooth transition from District to City operations. These plans would include operational issues, financial issues, and employee transition issues. Transition terms shall include but not be limited to the following:

5.6.1 Defeasance or call of all bonded debt principal outstanding and interest owed if required by bond covenants.

5.6.2 Assumption of all indebtedness and other liabilities subject to the terms and conditions of related agreements and contracts.

5.6.3 Terms for application and future use of any cash reserves at the time of the transfer of the system then restricted as to use for system rehabilitation and replacement per District Resolution

5.6.4 District agrees to maintain its reserve funds in the same manner as current policy, and shall maintain adequate reserve levels subject to periodic review by the District's Board of Commissioners in establishing policies related to the financial needs of the District.

Section 6. Termination. In addition to all other rights and powers to remedy default including specific performance, both Parties reserve the right to revoke and terminate

this Agreement in the event of a substantial violation or breach of its terms and conditions.

Section 7. Indemnification. The parties shall indemnify and hold harmless each other and their respective officers, agents, and employees from all costs, claims or liabilities of any nature, including attorneys' fees, costs and expenses for or on account of injuries or damage by any persons or property resulting from the negligent activities or omissions of that Party or their respective agents or employees arising from the performance of this agreement.

Section 8. Definitions. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in any other documents executed contemporaneously or in conjunction with this Agreement.

Section 9. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party.

Section 10. Venues. In the event of litigation pertaining to this Agreement, the exclusive venues and places of jurisdiction shall be in King County, Washington.

Section 11. Alternative Dispute Resolution-Arbitration. Except as otherwise provided under applicable state law, any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall be submitted to, and settled by, arbitration to be held in King County, Washington in accordance with the provisions of Chapter 7.04 of the Revised Code of Washington, as amended, and with respect to matters not covered in such statute, by the rules of the American Arbitration Association; provided, however, that in the event of any conflict between such statute and such rules, the provisions of the statute shall control; and provided further, that notwithstanding anything in such statute or rules to the contrary: (a) the arbitrator's decision and award shall be made according to the terms and provisions of this Agreement and the applicable law, and such award shall set forth findings of fact and conclusions of law of the arbitrator upon which the award is based in the same manner as is required in a trial before a judge of the Superior Court of the State of Washington; (b) the arbitrator shall award attorney's fees to the prevailing party; and (c) in any such arbitration, there shall be a single arbitrator and any decision made shall be final, binding and conclusive on the parties. The fees of the arbitrator shall be borne equally by the parties except that, in the discretion of the arbitrator, any award may include a party's share of such fee if the arbitrator determines that the dispute, controversy or claim was submitted to arbitration as a dilatory tactic.

Section 12. Binding. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

ORIGINAL

Section 13. Enforceability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 14. Applicable Law: This Agreement shall be construed under the laws of the State of Washington.

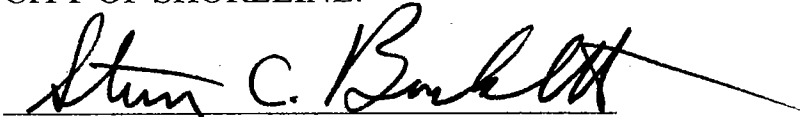
Section 15. Attorneys Fees. If either party employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party shall in such dispute be entitled to recover its reasonable attorneys' fees.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It shall not be modified except by a written agreement signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act of acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provisions on another occasion.

Section 17. Survival. All of the provisions, conditions and requirements of Sections 3.7, 3.8, 4.7, 4.8, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive the fifteen (15) year term of this Agreement.

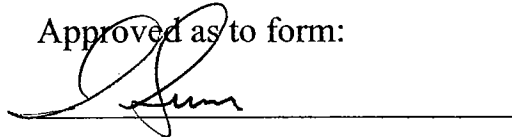
Section 18. Effective Date and Term of Contract. This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect fifteen (15) years from the effective date.

CITY OF SHORELINE:



Steven C. Burkett, City Manager

Approved as to form:



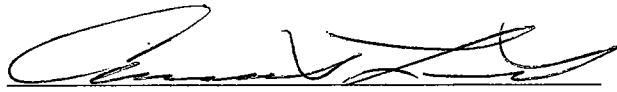
Ian R. Sievers, City Attorney

RONALD WASTEWATER DISTRICT:



President, Board of Commissioners

Attest:

A handwritten signature in black ink, appearing to be "C. Smith", written over a horizontal line.

Secretary, Board of Commissioners

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/04

PRODUCER USI Northwest of Washington 1001 Fourth Avenue, Suite 1800 Seattle, WA 98154 206 695-3100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Ronald Wastewater District P.O. Box 33490 Shoreline, WA 98133	INSURER A: American Casualty Company of Reading	20427
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2048417840	01/01/04	01/01/05	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2048417790	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2048417840 WA STOP GAP ONLY	01/01/04	01/01/05	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Covering "All Operations" of the named insured, subject to all policy conditions, limitations and exclusions.

CERTIFICATE HOLDER City of Shoreline Attn: Debbie Tarry 17544 Midvale Ave. N. Shoreline, WA 98133-4921	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Debbie R. Henderson</i>
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



FAX

DATE: July 14, 2004

NUMBER OF PAGES (including cover sheet): 3

FROM: Beau Sinkler, Administrative Assistant III for Debbie Tarry, Finance Director
City of Shoreline Finance Department
17544 Midvale Ave N., Shoreline, WA 98133-4921
Phone # (206) 546-0790 Fax # (206) 546-7870

TO: ATTENTION: **KATHY** 425-277-7242

Dear Kathy:

Per your phone conversation with Debbie, attached is the Certificate of Liability for the Ronald Wastewater District.

If you have any questions, please call Debbie at 206-546-0787.
Thanks!

Beau Sinkler
Finance Department, City of Shoreline
206 546 0790
fax: 206-546-7870

ebs0400

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2169
CONNECTION TEL 914252777242
SUBADDRESS
CONNECTION ID
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PGS. SENT 3
RESULT OK



FAX

DATE: July 14, 2004

NUMBER OF PAGES (including cover sheet): 3

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17544 Midvale Ave N., Shoreline, WA 98133-4921
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If you have any questions, please call Debbie at 206-546-0787.

Thanks!

Beau Sinkler

9b-24

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/24/02

PRODUCER
USI Northwest
20415 NW 72d Ave. South Suite 300
Kent, WA 98032

INSURED
~~Ronald Wastewater District~~
P.O. Box 33490
Shoreline, WA 98133

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Transcontinental Insurance Company
INSURER B: Continental Casualty Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Agg <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	248417840	01/01/02	01/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	248417790	01/01/02	01/01/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

RECEIVED
MAY 28 2002
FINANCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The certificate holder is added as primary & non-contributory additional insured as respects work performed by the named insured on behalf of the certificate holder per attached form G-17957-F.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:
City of Shoreline 17544 Midvale Ave N. Shoreline, WA 98133-4921	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Maria L. Phillips</i>

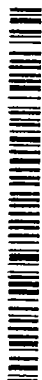
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:
1. A written contract or agreement; or
 2. An oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued; but the written or oral contract or agreement must be:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by contract or agreement, the coverage provided to the additional insured by this endorsement does not apply to:
 - a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional Insured other than in connection with the general supervision of "your work."
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended with the addition of the following:**
- 4. Other Insurance**
- b. Excess Insurance
- This insurance is excess over:
- Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

5002074894050030002826714701





FAX

DATE: June 11, 2004

NUMBER OF PAGES (including cover sheet): 3

FROM: Beau Sinkler, Administrative Assistant III for Debbie Tarry, Finance Director
City of Shoreline Finance Department
17544 Midvale Ave N., Shoreline, WA 98133-4921
Phone # (206) 546-0790 Fax # (206) 546-7870

TO: **ATTENTION:** **AL**
Phone #: Fax #: 206-546-8110

Dear Al,

Per your phone conversation with Debbie this morning, attached is your last year's Certificate of Liability for the Ronald Wastewater District. We look forward to receiving your current certificate soon!

Many thanks!

Beau Sinkler
Finance Department, City of Shoreline
206 546 0790
fax: 206-546-7870

ebs0400

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2124
CONNECTION TEL 92065468110
SUBADDRESS
CONNECTION ID
ST. TIME 06/11 09:18
USAGE T 02'19
PGS. SENT 3
RESULT OK



FAX

DATE: June 11, 2004

NUMBER OF PAGES (including cover sheet): 3

FROM: Beau Sinkler, Administrative Assistant III for Debbie Tarry, Finance Director
City of Shoreline Finance Department
17544 Midvale Ave N., Shoreline, WA 98133-4921
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Phone #: Fax #: 206-546-8110

Dear Al,

Per your phone conversation with Debbie this morning, attached is your last year's Certificate of Liability for the Ronald Wastewater District. We look forward to receiving your current certificate soon!

Many thanks!

9b-28

Beau Sinkler

Received Date: Friday, July 5, 2013

Received Time: 11:35 a.m.

Accepted by: Scott Passey

City of Shoreline

Summons & Complaint Number: SC-13-003

Plaintiffs: Ronald Wastewater District and Arthur Wadekamper

- **Summons**
 - **Complaint for Declaratory Judgment**
 - **Order Setting Civil Case Schedule**
-

Emailed Friday, July 6, 2013 to:

- * Ian Sievers, City Attorney
- * Robert Hartwig, Finance Director
- * WCIA

Email copied to:

- * Darcy Greenleaf
- * Sharon Oshima
- * Flannary Collins

RECEIVED

JUL 03 2013

CITY CLERK
CITY OF SHORELINE

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11:35am

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY**

RONALD WASTEWATER DISTRICT and
ARTHUR WADEKAMPER,

Plaintiffs,

No.

SUMMONS [20 DAYS]

v.

CITY OF SHORELINE, , a Washington municipal
corporation,

Defendant.

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by Ronald Wastewater District and Arthur Wadekamper, plaintiffs. Plaintiffs' claim is stated in the written complaint, a copy of which is served upon you with this summons.

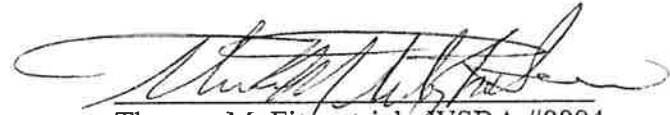
In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiffs are entitled to what they ask for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

1 You may demand that the plaintiffs file this lawsuit with the court. If you do so, the demand
2 must be in writing and must be served upon the person signing this summons. Within 14 days after
3 you serve the demand, the plaintiffs must file this lawsuit with the court, or the service on you of this
4 summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
6 your written response, if any, may be served on time.

7 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State of
8 Washington.

9 DATED this 27th day of June, 2013.

11 

12 Thomas M. Fitzpatrick, WSBA #8894
13 Philip A. Talmadge, WSBA #6973
14 Talmadge/Fitzpatrick
15 18010 Southcenter Parkway
16 Tukwila, WA 98188
17 (206) 574-6661

18 Joseph P. Bennett, WSBA #20893
19 Matthew R. Hendricks, WSBA #20824
20 Hendricks-Bennett, PLLC
21 402 5th Avenue South
22 Edmonds, WA 98020
23 (425) 775-2751
24 Attorneys for Plaintiff

RECEIVED

JUL 03 2015

SP
11:35 am

CITY CLERK
CITY OF SHORELINE

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**SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY**

RONALD WASTEWATER DISTRICT and
ARTHUR WADEKAMPER,

Plaintiffs,

v.

CITY OF SHORELINE, a Washington
municipal corporation,

Defendant.

No.

COMPLAINT FOR DECLARATORY
JUDGMENT

Plaintiffs hereby seek declaratory relief pursuant to the Declaratory Judgment Act,
Chapter 7.24 RCW, as follows:

I. PARTIES

1.1 Plaintiff Ronald Wastewater District (“District”) is a special purpose sewer
district formed and organized pursuant to Title 57 RCW and other laws of the State of
Washington, with its principal place of business at 17505 Linden Avenue North, Shoreline, King
County, Washington.

1.2 Plaintiff Arthur Wadekamper is a Commissioner and President of the Board of
Commissioners of the District. Mr. Wadekamper resides within the District’s corporate
boundaries as well as within the city limits of the City of Shoreline.

1 1.3 Defendant City of Shoreline ("City") is a municipal corporation organized under
2 the laws of the State of Washington, with its principal place of business at 17500 Midvale
3 Avenue North, Shoreline, King County, Washington.

4 **II. JURISDICTION AND VENUE**

5 2.1 The Court has jurisdiction over this matter and the parties thereto pursuant to
6 Chapter 7.24 RCW and all parties reside or do business in this county.

7 2.2 Venue is proper in this Court pursuant to RCW 4.12.020.

8 **III. STATEMENT OF FACTS**

9
10 3.1 In 1951, the District was formed by public vote to provide sewer service to areas
11 of unincorporated northwest King County. The District currently provides sewer service to areas
12 within the City as well as portions of the Town of Woodway. In addition, the District receives
13 sewer flows from portions of unincorporated Snohomish County, the City of Mountlake Terrace,
14 and the Highlands Sewer District.

15 3.2 In 1995, the City was formed by a public vote and organized as a non-charter
16 code city under Title 35A RCW and other applicable Washington statutes.

17 3.3 The City does not own or operate a sewer utility system and has never owned or
18 operated such a utility at any time since its inception in 1995.

19 3.4 RCW 35.92.070 requires that when a city's governing body deems it advisable to
20 acquire a public utility, it shall provide for such acquisition by ordinance. The ordinance must
21 specify the system or plan proposed, and declare the estimated cost thereof. The ordinance must
22 be submitted for ratification or rejection by a majority vote of the voters of the city at a general
23 or special election.
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1 3.5 The City drafted an Interlocal Operating Agreement between the City and the
2 District relating to sanitary sewer services within the City limits (“IOA”), pursuant to RCW
3 39.34 and RCW 35.17A.070. The City and the District entered into the IOA effective October
4 22, 2002. A true and correct copy of the IOA is attached to this Complaint as Exhibit 1 and is
5 incorporated herein by reference.

6 3.6 The City acknowledged in the IOA’s preamble that it “does not own or operate a
7 sanitary sewer system,” that the District has provided sanitary sewer service for over 42 years
8 and “has the skills, assets, willingness, and ability to provide the entire City with sanitary sewer
9 service.”

10 3.7 The IOA is a forbearance agreement, whereby the City agreed not to assume the
11 District for 15 years (§ 3.2) and granted the District a “non-exclusive franchise” to use City right
12 of way for the District sewer system. (§ 3.1) The City could extend the IOA at its option for an
13 additional five years. (§ 3.6) In exchange, the District agreed to ever increasing annual
14 payments to the City, which were termed “interlocal operating fees. (§§ 4.1 and 4.2)

15 3.8 Section 4.5 of the IOA provides:

16 Agreement to Annex. The District shall exercise its legislative authority to seek
17 annexation of those areas which it serves which are not yet within the its
18 corporate boundaries and those areas which are within the City’s corporate
19 boundaries except areas served by Highland Sewer District. The District shall
20 proceed with the annexation process as soon as the City of Lake Forest Park
21 exercises its right to annex those areas within its corporate boundaries, and which
22 are presently served by the District’s Sanitary Sewer System.

23 3.9 If the City decides to assume the District at some future date, the IOA purports to
24 prevent a future board of commissioners from protesting or challenging the assumption. The
25 IOA also includes a delegation of the District’s power to dissolve itself to the City upon

1 authorization of the City Council only, without need of authorization from the District's board of
2 commissioners at that time. Section 4.8 provides:

3 Cooperation with Assumption and Dissolution. The District agrees to take no
4 action to protest or challenge the assumption of the District following the term of
5 this agreement or any extension thereof. By its execution of this Agreement
6 between the District grants to the City a limited power of attorney to execute a
7 joint petition to Superior Court for dissolution of the District pursuant to RCW
35.13A.080 when authorized by the City Council following the term of this
Agreement provided the City is not in breach of this Agreement including terms
that survive the term of the Agreement.

8 3.10 The IOA further requires the District to negotiate the final terms of assumption
9 transition no later than 24 months prior to the end of the term of the agreement. (§ 5.6)

10 3.11 Section 13 of the IOA states: "If any provision of this Agreement shall be held by
11 a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions
12 shall remain in full force and effect."

13 3.12 The District has fully complied with the IOA and has paid the City over \$7
14 million in interlocal operating fees since 2002.

15 3.13 In 2012, the District communicated to its ratepayers about the possible
16 assumption of the District by the City. The District's communication stated that the IOA is an
17 agreement by the City not to assume the District for 15 years, and the City cannot assume the
18 District without a public vote.

19 3.14 On May 11, 2012, the City responded that the District's communication violated §
20 4.8 of the IOA because it protested or challenged the City's assumption of the District. The City
21 further stated that pursuant to § 4.8, the District has "already given its authorization for the City
22 to petition for dissolution of the District if authorized by the City Council at the end of the
23
24

1 agreement.” The City demanded that the District remove its communication to the ratepayers
2 from the District website.

3 3.15 In May of 2013, the District received a proposal from the Town of Woodway to
4 sell District assets located in Snohomish County. On May 14, the City wrote to the District’s
5 board of commissioners demanding that the District “cease discussion” of the Woodway
6 proposal and threatened that the proposal to sell District assets in Snohomish County violated
7 § 4.5 of the IOA.

8 3.16 The District replied on May 20, denying that there was any violation of § 4.5,
9 rejecting the City’s demand that the commissioners “cease discussion,” and welcoming the City
10 to discuss the issue with the District.
11

12 3.17 On May 22, 2013, the City Council held a special meeting with a single agenda
13 item—authorizing the City Manager to file suit against the District to enforce the IOA. City staff
14 recommended filing suit. After public comment that was unanimously against filing suit, the
15 City Council took no action. Instead the Council deferred any legal action pending discussions
16 between the City Manager and the District General Manager.

17 3.18 On June 12, 2013, the District wrote to the City to initiate discussion on the
18 pending issues. The District reiterated its position that considering the Town of Woodway’s
19 proposal did not violate § 4.5 of the IOA. The District also requested discussion of two other
20 issues: (a) the public’s right to vote on any assumption of the District as required by
21 RCW 35.92.070; and (b) that § 4.8 of the IOA is invalid and unenforceable because it
22 compromises the governmental powers of the District’s current board of commissioners.
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1 3.19 On June 20, 2013, the City responded to the District's invitation to discuss the
2 issues. The City's response (a) acknowledged that "there is a clear distinction between the
3 District's interpretation and the City's regarding the intent of the IOA, how it is to be executed,
4 and the State law supporting the assumption of the District;" (b) explained the City's view that it
5 does not need a public vote to assume the District; and (c) stated the City Council's intent to
6 accelerate assumption transition discussions required by § 5.6 of the IOA.

7 3.20 The District has suffered harm, and will continue to suffer harm as a result of the
8 City's insistence that no public vote is necessary to assume the District, that § 4.8 of the
9 Agreement validly allows the City to prevent the District from questioning, protesting or
10 challenging assumption; and that § 4.5 prohibits the District from selling or even discussing a
11 proposal to sell assets in Snohomish County. Specifically, the City has threatened the District
12 with legal action, demanded the District's board of commissioners to cease discussion and be
13 silent, and attempted to accelerate assumption transition more than two years earlier than called
14 for in the IOA. This uncertainty about the District's future and its right to question the wisdom
15 of assumption has frustrated the District's efforts to enter into a joint billing agreement with
16 Shoreline Water District, and impacted the District's ability to engage in long range planning.

17 3.21 The District and its commissioners are entitled to the right of free speech as
18 guaranteed under the United States Constitution, Amendment I and the Washington Constitution,
19 Article I, § 5. In addition, the District's commissioners are entitled to freedom of debate under
20 Washington Constitution, Article II, § 17.

21 3.22 On its face, § 4.8 of the IOA is an unconstitutional infringement upon the free
22 speech rights of the District and the free speech and free debate rights of the District's
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1 commissioners by purporting to prohibit their right to challenge or protest the assumption of the
2 District following the term of the IOA.

3 3.23 Despite the fact that § 4.8 of the IOA does not apply to any protest or challenge of
4 the assumption of the District until after the term of the IOA expires in 2017 or 2022, the City's
5 application of § 4.8 is an unconstitutional infringement upon the free speech rights of the District
6 and the free speech and free debate rights of the District's commissioners.

7 **IV. FIRST CLAIM FOR DECLARATORY RELIEF: RCW 35.92.070**

8 4.1 Plaintiffs re-allege and incorporate paragraphs 1.1 through 3.23.

9 4.2 The City does not own or operate a sewer system. RCW 35.92.070 provides that
10 when a city deems it advisable to "purchase, acquire or construct" a public utility, including a
11 sewer system, the city shall provide therefore by ordinance and the "ordinance shall be submitted
12 for ratification or rejection by majority vote of the voters of the city or town at a general or
13 special election."
14

15 4.3 There are three statutory exceptions to the election requirement contained in
16 RCW 35.92.070, none of which apply to the City.

17 4.4 A question exists whether the City may assume and dissolve the District under the
18 provisions of Chapter 35.13A RCW without prior voter approval as required by RCW 35.92.070.

19 4.5 RCW 7.24.020 permits an interested party whose rights, status or other legal
20 relations are affected by a "statute, municipal ordinance, contract or franchise, may have
21 determined any question of construction or validity arising under the instrument, statute,
22 ordinance, contract or franchise and obtain a declaration of rights, status and other legal relations
23 thereunder."
24

1 4.6 RCW 7.24.030 states that a “contract may be construed either before or after there
2 has been a breach thereof.”

3 4.7 The District is an interested party under the provisions of RCW 7.24.020 and
4 requests a judgment declaring that the IOA and the City’s rights to assume under Chapter 35.13A
5 RCW are subject to the public vote requirement set forth in RCW 35.92.070.

6 **V. SECOND CLAIM FOR DECLARATORY RELIEF:**
7 **INTERLOCAL OPERATING AGREEMENT**

8 5.1 Plaintiffs re-allege and incorporate paragraphs 1.1 through 4.7.

9 5.2 A question exists whether § 4.8 of the IOA is unconstitutional on its face and as
10 applied by the City to silence the District and its commissioners and stifle free debate about
11 assumption.

12 5.3 A question exists whether § 4.8 of the IOA is invalid and unenforceable because
13 the District’s board of commissioners that approved the IOA in 2002 circumscribed the
14 legislative authority of future boards of commissioners by contractually binding the District to
15 take no action to protest or challenge the City’s future assumption of the District.
16

17 5.4 A question exists whether § 4.8 of the IOA is invalid and unenforceable because
18 the District’s board of commissioners that approved the IOA in 2002 circumscribed the
19 legislative authority of future boards of commissioners by granting the City a power of attorney
20 to dissolve the District when the IOA expires in 2017 or 2022.

21 5.5 A question exists whether § 4.8 of the IOA applies to or prohibits the District or
22 its commissioners from protesting or challenging assumption prior to the end of the term of the
23 IOA.
24

1 5.6 A question exists whether § 5.6 of the IOA is invalid and unenforceable because
2 the District's board of commissioners that approved the IOA in 2002 circumscribed the
3 legislative authority of future boards of commissioners by contractually binding the District to
4 negotiate the final terms of assumption transition with the City no later than 24 months before
5 the IOA expires.

6 5.7 A question exists whether § 4.5 of the IOA prohibits the District from selling, or
7 even negotiating the possible sale of, District assets located outside of the City limits.

8 5.8 RCW 7.24.020 permits an interested party whose rights, status or other legal
9 relations are affected by a "statute, municipal ordinance, contract or franchise, may have
10 determined any question of construction or validity arising under the instrument, statute,
11 ordinance, contract or franchise and obtain a declaration of rights, status and other legal relations
12 thereunder."

13 5.9 RCW 7.24.030 states that a "contract may be construed either before or after there
14 has been a breach thereof."

15 5.10 The District is an interested party under the provisions of RCW 7.24.020 and
16 requests a judgment declaring that (a) § 4.8 of the IOA is unconstitutional on its face and
17 unconstitutional as applied by the City; (b) § 4.8 of the IOA is invalid and unenforceable; (c)
18 § 4.8 of the IOA does not apply to or prohibit the District or its commissioners from protesting
19 or challenging assumption prior to the end of the term of the IOA; (d) § 5.6 of the IOA is invalid
20 and unenforceable; and (e) § 4.5 of the IOA does not prohibit the District from selling or
21 negotiating the sale of District assets located outside of the City limits.
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VI. REQUEST FOR RELIEF

Plaintiffs request the following relief:

1. That a judgment be entered declaring that the City has no authority or jurisdiction to proceed with assumption and dissolution of the District under Chapter 35.13A RCW until after the City submits an ordinance authorizing such assumption and dissolution for ratification or rejection by a majority vote of the voters of the City at a general or special election as required by RCW 35.92.070.

2. That a judgment be entered declaring § 4.8 of the IOA to be unconstitutional on its face and as applied by the City.

3. That a judgment be entered declaring § 4.8 of the IOA to be invalid and unenforceable.

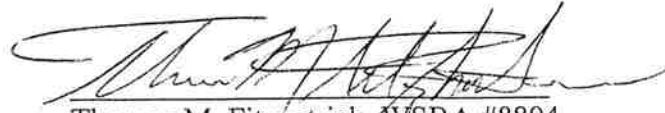
4. That judgment be entered declaring that § 4.8 of the IOA does not apply to or prohibit the District or its commissioners from protesting or challenging assumption prior to the end of the term of the IOA.

5. That judgment be entered declaring that § 5.6 of the IOA to be invalid and unenforceable.

6. That a judgment be entered declaring that § 4.5 of the IOA does not prohibit the District from selling or negotiating the sale of District assets located outside of the City limits.

7. That Plaintiffs be awarded their costs and attorneys' fees as allowed by law.

1 DATED this 27th day of June, 2013.

2
3 

4 Thomas M. Fitzpatrick, WSBA #8894

5 Philip A. Talmadge, WSBA #6973

6 Talmadge/Fitzpatrick

7 18010 Southcenter Parkway

8 Tukwila, WA 98188

9 (206) 574-6661

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HENDRICKS – BENNETT, PLLC

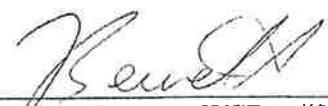
By: 
Joseph P. Bennett, WSBA #20893
Matthew R. Hendricks, WSBA #20824
Attorneys for Plaintiff

EXHIBIT 1

ORIGINAL

1-045007
CITY OF SHORELINE
Clerk's Receiving
No: 1956
Date: 10/22/02

Exhibit 1

INTERLOCAL OPERATING AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING TO SANITARY SEWER SERVICES WITHIN SHORELINE'S CITY LIMITS

THIS AGREEMENT is made and entered into this 22nd day of October, 2002, by and between the city of Shoreline, a Washington Non-Charter Optional Municipal Code City (the "City") and Ronald Wastewater District, a Special Purpose Municipal Corporation (the "District").

WHEREAS, the City is the local government with authority and jurisdiction with respect to the territory within its corporate boundaries; and

WHEREAS, the District provides sanitary sewer service to properties located in the District and properties lying in the City's corporate boundaries and also to properties not located in the District or the City; and

WHEREAS, the City does not own or operate a sanitary sewer system; and

WHEREAS, the District and the City agree that the District has provided its service area, including the area now located within the City of Shoreline, with sanitary sewer service for over 42 years and that the District has the skills, assets, willingness and ability to provide the entire City with sanitary sewer service; and

WHEREAS, the City desires to assure its residents of continued unified sanitary sewer service which will comply with federal, state and local law, which will protect the public's health, safety, and welfare, and will provide uniform standards of service; and

WHEREAS, the City and the District have separately negotiated a 15 year Franchise Agreement to establish the terms and conditions under which the District is granted the authority to maintain it's sanitary sewer system within the City's Rights of Way to be simultaneously executed and

WHEREAS, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have passed resolutions approving the execution of this Agreement;

351010

NOW THEREFORE, in consideration of the terms and provisions contained herein, and the Franchise Agreement executed contemporaneously by the parties, the City and the District agree as follows:

Section 1. Purpose. It is the purpose of this Agreement to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewerage wastewater system at a reasonable cost and to provide an orderly and predictable transition of the wastewater utility from District to City ownership.

Section 2. Term of Agreement. The term of this Interlocal Operating Agreement shall be fifteen (15) years from the date of its execution.

Section 3. City Responsibilities:

3.1 Franchise Grant to the District. The City shall grant a non-exclusive franchise to the District in the form attached hereto as Exhibit "A" for a concurrent term of 15 years and terminating on the termination date of this Agreement.

3.2 Assumption by the City. The City agrees that in consideration of the "Interlocal Operating Agreement Fee" to be paid by the District to the City as set forth herein in section 4 of this Agreement, and the other terms and conditions of this Agreement, it shall not, during the 15 year term of this Agreement and the concurrent Franchise Agreement granted to the District, attempt to exercise its statutory authority (RCW chapter 35.13A, as currently in effect or amended in the future) to assume jurisdiction over the District or any District responsibilities, property, facilities or equipment within the City's corporate limits, including future annexed areas.

3.3 Fees and Charges. The City shall not, during the term of this Agreement impose any new fees on the District for City costs and services addressed and compensated for in the Franchise Agreement or this Interlocal Operating Agreement, as herein below described.

3.4 Future Statute Authorizing a City Utility Tax on the District. In the event that the State of Washington Legislature should in the future authorize a City to impose a Utility Tax upon a District based upon the District's revenues, or upon any other basis, the payments hereinbelow provided as the District's contractual consideration for this Agreement shall be credited against such Utility Tax as the City may impose and the District shall be obligated to pay only the statutorily supported tax liability in excess thereof; provided however, this section shall not allow a credit against consideration of this Agreement for

ORIGINAL

generally applicable regulatory fees or revenue-generating charges or taxes that may be authorized by law as applicable to the District and adopted by the City during the term of this Agreement other than a utility tax. For purposes of this section "utility tax" refers a city tax on business activities subject to the tax imposed by chapter 82.16 RCW.

3.4.1 Pass Through of Excess Utility Tax. In the event a Utility Tax on the District by the City is in the future authorized by law, the District shall pay such additional monies and may pass such additional tax liability on to the District's ratepayers as a separate billing item.

3.5 Requirement to Connect to Sanitary Sewer. The City shall, within the first year of this Agreement, study the adoption of rules and regulations related to the requirement that residences and other buildings or improvements located within the City not receiving sanitary sewer service (those using septic tanks or other on site systems), shall, under certain terms and conditions, be required to connect the sewer facilities located in or on such properties to the District's Sanitary Sewer System.

3.5.1. The City shall enforce such rules and regulations if adopted.

3.5.2 The District shall cooperate with the City in such enforcement action.

3.6 City's Option to Extend this Agreement The City, at its sole option, may no less than twelve (12) calendar months prior to the end of the term of this Agreement inform the District, in writing, of its desire to extend this Agreement for an additional five (5) years under terms and conditions as may be mutually agreed to by the Parties.

3.6.1 Should the City give such notice to the District and the District be interested in such a proposal, the Parties shall enter into Good Faith Negotiations to complete and execute a mutually acceptable extension Agreement, within six (6) months from the City's Notice.

3.7 Protection of District Employees upon Assumption by the City. The Parties agree that a fair and equitable transition of the employees of the District at the time of assumption by the City is critical to maintain the efficient operations of the wastewater services. The employees at the District represent a valuable asset to the City as they assume operations of the District. Therefore, in addition to compliance with RCW 35.13A.090, the City agrees to the following protections for employees of the District at the time of the transfer of the utility system:

3.7.1 All full-time regular non-probationary employees of the District at the time of assumption shall be offered the same or equivalent positions in the City's job classification system, which are consistent with the knowledge, skills, abilities, experience, and technical requirements of the District's employees.

3.7.2 The City agrees not to reduce the salary of a District transferred employee. However, the City reserves the right to freeze a District transferred employee's rate of compensation within a job classification until the City's rate of compensation is equal to or exceeds the transferred employee's rate of compensation.

3.7.3 City agrees it shall not lay off a transferred District employee for at least one year following the date of the transfer to City employment, however, the City reserves the right to terminate District transferred employee for cause.

3.7.4 Service credit for City purposes will be calculated based upon the initial full-time employment date of the transferred employee with Ronald Wastewater District.

3.7.5 Transferred employees will continue participation with the appropriate public employees' retirement system as provided for in RCW35.13A.090 (1).

3.7.6 The City currently allows employees retiring under the PERS Retirement System to purchase health insurance. The transferred employees will be able to participate in that benefit so long as this is still a benefit offered to City employees at the time of assumption of the District.

3.7.7 The City agrees to abide by the Washington Wastewater Collection Personnel Association certification requirements or equivalent for all sewer maintenance workers.

3.7.8 District agrees that an employment agreement for any employee shall not be extended beyond the City assumption date without review and approval of the City Manager.

3.7.9 The Parties recognize that all agreements with bargaining units will terminate upon transfer to the City.

ORIGINAL

3.7.10 District agrees that at the time of transfer it shall pay off any accrued sick leave owed to transferred District employees, based on District sick leave policy then in effect.

3.7.11 The Parties agree that District employees transferred to the city shall not carry over more vacation accrual than allowed by City vacation leave policy then in effect, and the District shall pay off vacation in excess of the City's accrual limit upon transfer.

3.8 Obligations On Assumption:

3.8.1 City shall assume all liabilities and contractual obligations of the District or pay those obligations in full where required by contract, bond covenant or other agreements. The District will negotiate all new contracts and loan agreements during the term of this agreement including any mutually agreed upon extension so that the obligations of the District may be assumed by the City upon assumption of the District without cost or penalty. It is agreed that the district's Parity Revenue Bond covenants, as now written, can not, and will not change during this Agreement, therefore, any such Parity Revenue bond obligations of the District will require full defeasance or transfer of the obligation of the District according to the bond covenants at the time of the transfer of assets.

3.8.2 All District assets, personal, real and intangible property will be transferred to the City.

Section 4. The District Responsibilities. In consideration of the City's commitments above and the concomitant Franchise Agreement, the District shall:

4.1 Interlocal Operating Agreement Fee. In consideration of and compensation for the City's forbearance of its rights to assume the District under RCW 35.13A, as if now exists or may be amended, and the rights granted the District under this Agreement to operate its existing and future sewer facilities within the City's corporate limits, including any future annexed areas, the District agrees to pay the City an "Interlocal Operating Fee" pursuant to the payment schedule set forth herein.

4.2 Schedule of Payments. The schedule of payments shall be as follows:

Year	Amount
2002	\$500,000*
2003	\$550,000

2004	\$600,000
2005	\$618,000
2006	\$637,000
2007	\$656,000
2008	\$676,000
2009	\$696,000
2010	\$717,000
2011	\$739,000
2012	\$761,000
2013	\$784,000
2014	\$808,000
2015	\$832,000
2016	\$857,000
2017	\$883,000

*In the year 2002, the \$500,000 Interlocal Agreement Fee will be paid in full by Ronald Wastewater District prior to December 31, 2002, less any previously paid fees paid during the year 2002 under the Seattle Public Utilities Franchise Agreement assumed by the District.

In all years subsequent to 2002 through 2016, the Interlocal Agreement Fee will be paid by the District to the City with quarterly payments being made on or before March 15, June 15, September 15, and December 15 of each year.

In the final year, 2017, the District's payment to the City will be pro-rated to the date of the Contract Termination.

The fee paid by the District under this section is a business expense that will not be separately identified on customer billings.

4.3 Storm Water and Water Supply System. The District shall not provide a storm water system or a water supply system within the City without the approval of the City being first obtained.

ORIGINAL

4.4 Standard Sewer Billing Rate Structure. It shall be the goal of the District to perform a Comprehensive Sewer Rate and Cost of Service Analysis in order to develop a uniform rate schedule following the District's acquisition of the Seattle Public Utilities/Lake City Sewer District Sanitary Sewer System which study shall include but not be limited to the following:

4.4.1 The impact of the overall rate revenue requirements, which analysis shall reflect the impact of diverting the costs and revenue of sewer system customers within the City of Lake Forest Park, if and when service to those customers is taken over by the City of Lake Forest Park.

4.4.2 An evaluation of reasonable options and impacts of phasing in a blending of sewer rates, revising the sewer rates and costs of maintenance and operation, both pre and post Seattle Public Utilities/Lake City Sewer District acquisition of customer segments.

4.4.3 Develop a strategy to expedite a blending of sewer rates to a single set of rate structures that will have the least negative impact on all District ratepayers, now and in the future.

4.4.4 Attempt to create a level billing rate structure for each class of customer throughout the District and the City unless the level of service provided any segment of those properties served requires a "special benefit" surcharge.

4.5 Agreement to Annex. The District shall exercise its legislative authority to seek annexation of those areas which it serves which are not yet within its corporate boundaries and those areas which are within the City's corporate boundaries except areas served by the Highland Sewer District. The District shall proceed with the annexation process as soon as the City of Lake Forest Park exercises its right to annex those areas within its corporate boundaries, and which are presently served by the District's Sanitary Sewer System.

4.5.1 City's Cooperation With Annexation. The City shall promote, cooperate with, and use its best efforts to assist the District in the annexation process articulated in Section _____ of this agreement.

4.6 Seattle Public Utilities Service System Reliability. The District shall prepare plans to upgrade the systems acquired from Seattle Public Utilities to conform to the District's overall operational and maintenance standards.

4.7 Advisory Board. Members of the Board of Commissioners of the District in office at the time of this Agreement who wish to do so, may at their

option, sit as an advisory Board to the Shoreline City Council for a three (3) year period beyond the term of this Agreement.

- 4.8 Cooperation with Assumption and Dissolution. The District agrees to take no action to protest or challenge the assumption of the District following the term of this agreement or any extension thereof. By its execution of this Agreement below the District grants to the City a limited power of attorney to execute a joint petition to Superior Court for dissolution of the District pursuant to RCW 35.13A.080 when authorized by the City Council following the term of this Agreement provided the City is not in breach of this Agreement including terms that survive the term of the Agreement

Section 5. Mutual Responsibilities. In satisfaction of the intent of the parties, the City and District shall have the following responsibilities:

5.1 Common Goals and Interests. The parties shall agree to identify potentially desirable common activities and projects of mutual interest and benefit, which shall include, but not be limited to the following:

5.1.1 Common Vehicle and equipment storage facilities

5.1.2 Common vehicle and equipment maintenance

5.1.3 Emergency/after hours call center

5.1.4 Combined permitting/licensing offices

5.1.5 Joint but separate communications - emergency radio/telephone

5.1.6 Creation of a joint committee to discuss, evaluate and select cost-effective common programs relating to:

- i. Energy management
- ii. Equipment sharing
- iii. Information technology
- iv. Staff training, where possible
- v. Joint insurance programs

5.2 Inter-Agency Communications. A committee consisting of the City's City Manager and Public Work's Director, and the District's General Manager and Maintenance Manager will meet annually to evaluate projects which may be agreed upon to have a mutual benefit, and which may be jointly undertaken.

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5.3 Capital Improvement Plan: Each of the Parties shall provide the other with a copy of their respective present Capital Improvement Plan to better facilitate the use of the streets, sidewalks and rights of way and the areas under them.

5.4 Coordination of City and District's Comprehensive Plans. The City's Manager and District's General Manager shall meet annually to coordinate activities related to their respective Comprehensive Plans and their respective Capital Improvement Plans. The parties shall address revisions to their respective Comprehensive Plans at the earliest opportunity to reflect the transition of wastewater service delivery by the City at the end of this Agreement.

5.5 Information and Document Exchange. The Parties shall exchange information and documents relating to the location of the facilities which they each operate within the affected rights of way.

5.6 Assumption Transition. No later than 24 months prior to the end of the term of this Agreement, the City and District shall negotiate in good faith the terms of final transition. Transition terms shall include plans that the City and the District agree to implement to ensure a smooth transition from District to City operations. These plans would include operational issues, financial issues, and employee transition issues. Transition terms shall include but not be limited to the following:

5.6.1 Defeasance or call of all bonded debt principal outstanding and interest owed if required by bond covenants.

5.6.2 Assumption of all indebtedness and other liabilities subject to the terms and conditions of related agreements and contracts.

5.6.3 Terms for application and future use of any cash reserves at the time of the transfer of the system then restricted as to use for system rehabilitation and replacement per District Resolution

5.6.4 District agrees to maintain its reserve funds in the same manner as current policy, and shall maintain adequate reserve levels subject to periodic review by the District's Board of Commissioners in establishing policies related to the financial needs of the District.

Section 6. Termination. In addition to all other rights and powers to remedy default including specific performance, both Parties reserve the right to revoke and terminate

this Agreement in the event of a substantial violation or breach of its terms and conditions.

Section 7. Indemnification. The parties shall indemnify and hold harmless each other and their respective officers, agents, and employees from all costs, claims or liabilities of any nature, including attorneys' fees, costs and expenses for or on account of injuries or damage by any persons or property resulting from the negligent activities or omissions of that Party or their respective agents or employees arising from the performance of this agreement.

Section 8. Definitions. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in any other documents executed contemporaneously or in conjunction with this Agreement.

Section 9. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by any Party.

Section 10. Venues. In the event of litigation pertaining to this Agreement, the exclusive venues and places of jurisdiction shall be in King County, Washington.

Section 11. Alternative Dispute Resolution-Arbitration. Except as otherwise provided under applicable state law, any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall be submitted to, and settled by, arbitration to be held in King County, Washington in accordance with the provisions of Chapter 7.04 of the Revised Code of Washington, as amended, and with respect to matters not covered in such statute, by the rules of the American Arbitration Association; provided, however, that in the event of any conflict between such statute and such rules, the provisions of the statute shall control; and provided further, that notwithstanding anything in such statute or rules to the contrary: (a) the arbitrator's decision and award shall be made according to the terms and provisions of this Agreement and the applicable law, and such award shall set forth findings of fact and conclusions of law of the arbitrator upon which the award is based in the same manner as is required in a trial before a judge of the Superior Court of the State of Washington; (b) the arbitrator shall award attorney's fees to the prevailing party; and (c) in any such arbitration, there shall be a single arbitrator and any decision made shall be final, binding and conclusive on the parties. The fees of the arbitrator shall be borne equally by the parties except that, in the discretion of the arbitrator, any award may include a party's share of such fee if the arbitrator determines that the dispute, controversy or claim was submitted to arbitration as a dilatory tactic.

Section 12. Binding. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

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Section 13. Enforceability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 14. Applicable Law: This Agreement shall be construed under the laws of the State of Washington.

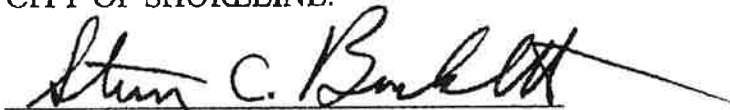
Section 15. Attorneys Fees. If either party employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party shall in such dispute be entitled to recover its reasonable attorneys' fees.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It shall not be modified except by a written agreement signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act of acquiescence on the part of either Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provisions on another occasion.

Section 17. Survival. All of the provisions, conditions and requirements of Sections 3.7, 3.8, 4.7, 4.8, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive the fifteen (15) year term of this Agreement.

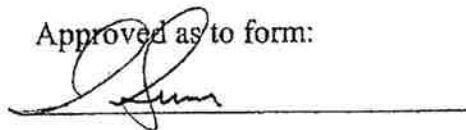
Section 18. Effective Date and Term of Contract. This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect fifteen (15) years from the effective date.

CITY OF SHORELINE:



Steven C. Burkett, City Manager

Approved as to form:



Ian R. Sievers, City Attorney

RONALD WASTEWATER DISTRICT:



President, Board of Commissioners

Attest:



Secretary, Board of Commissioners

RECEIVED

JUL 03 2013

CITY CLERK
CITY OF SHORELINE

SP
11:35am

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

Ronald Wastewater Dist.
Plaintiff(s),

vs.

City of Shoreline
Respondent(s)

NO. 13-2-24208-7 SEA
ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Linde, Barbara, Dept. 6

FILED DATE: 6/27/2013

TRIAL DATE: 9/22/2014

SCOMIS CODE: *ORSCS

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

PRINT NAME

SIGN NAME

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

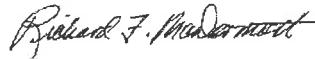
II. CASE SCHEDULE

√	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	6/27/2013
√	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a) and Notices on Page 2</i>]. \$220 arbitration fee must be paid	12/5/2013
√	DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLCR 4.2(a) and Notices on Page 2</i>].	12/5/2013
	DEADLINE for Hearing Motions to Change Case Assignment Area. [See <i>KCLCR 82(e)</i>]	12/19/2013
	DEADLINE for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(b)</i>].	4/21/2014
	DEADLINE for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(b)</i>].	6/2/2014
	DEADLINE for Jury Demand [See <i>KCLCR 38(b)(2)</i>].	6/16/2014
	DEADLINE for Setting Motion for a Change in Trial Date [See <i>KCLCR 40(e)(2)</i>].	6/16/2014
	DEADLINE for Discovery Cutoff [See <i>KCLCR 37(g)</i>].	8/4/2014
	DEADLINE for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i>].	8/25/2014
	DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLCR 4(j)</i>].	9/2/2014
√	DEADLINE to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16(a)(2)</i>].	9/2/2014
	DEADLINE for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i>].	9/8/2014
√	Joint Statement of Evidence [KCLCR 4(K)]	9/15/2014
	DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk).	9/15/2014
	Trial Date [See <i>KCLCR 40</i>].	9/22/2014

The √ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.



DATED: 6/27/2013

PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents: E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

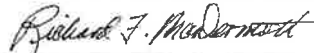
Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for non-dispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE