



AGENDA

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SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, June 23, 2014
5:45 p.m.

Conference Room 104 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Solid Waste Contract Options

SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, June 23, 2014
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		
(a) Proclamation of Parks, Recreation and Cultural Services Month	<u>2a-1</u>	
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 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. 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 Business Meeting of June 2, 2014	<u>7a-1</u>	
(b) Approval of expenses and payroll as of June 6, 2014 in the amount of \$1,168,562.22	<u>7b-1</u>	
(c) Motion to Authorize the City Manager to Execute a Contract with Shoreline Community College Business Accelerator Program	<u>7c-1</u>	
(d) Motion to Authorize the City Manager to Amend the Contract with Woolpert	<u>7d-1</u>	
(e) Adoption of Res. No. 359 Amending the Personnel Policies	<u>7e-1</u>	

8. ACTION ITEMS

- (a) Adoption of Ord. No. 693 – TW Telecom Franchise Agreement 8a-1 7:20
- (b) Adoption of Res. No. 360 – Ratifying the King County Countywide Planning Policies 8b-1 7:35

9. EXECUTIVE SESSION: Property Acquisition – RCW 42.30.110(1)(b) 8:05

The Council may hold Executive Sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session the presiding officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time a public announcement shall be made that the Session is being extended.

10. ADJOURNMENT 8:30

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 COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Proclamation for Parks, Recreation and Cultural Service Month		
DEPARTMENT:	Parks, Recreation and Cultural Services		
PRESENTED BY:	Dick Deal, Director		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

PROBLEM/ISSUE STATEMENT:

July is National Parks and Recreation Month. This is an opportunity to acknowledge the many agencies in our community that provide facilities, programs, and opportunities to enrich the lives of local residents. Tonight, Camp Shoreline counselors who rose up through the City's Youth and Teen Development Counselor in Training (C.I.T.) program and who were themselves Camp Shoreline participants over the years will accept the Proclamation.

The C.I.T. program started in 2008. Currently, 10 of our Camp Shoreline Counselors began as C.I.T participants. The C.I.T. program teaches youth ages 13-15 teamwork and leadership skills under the guidance of our Youth and Teen Development Program staff. Over the course of three weeks, students are challenged to organize games, work as a team, learn about child development and assume leadership roles in a camp setting. The program has become a pipeline for our Camp Shoreline Counselor team. It is so popular there has been a wait list for the past three years.

Other agencies being recognized tonight include the Shoreline/Lake Forest Park Arts Council, King County Library System, Shoreline Historical Museum, North King County Little League, Richmond Little League, Hillwood Soccer Club, Shoreline Soccer Club, the Shoreline School District and the Dale Turner YMCA. All of these organizations plus several Shoreline businesses working together allow both youth and adults to choose a variety of recreation and cultural activities to develop skills and encourage healthier lifestyles.

The City of Shoreline would like to thank all of these agencies and organizations for their continued efforts to make Shoreline a happy and healthy community.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION

The Mayor should read the proclamation and the Council will present the proclamation declaring July 2014 as Parks, Recreation, and Cultural Services Month in the City of Shoreline to Camp Shoreline Counseling Staff.

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



PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Shoreline; and

WHEREAS, our parks and recreation programs are vitally important to establishing and maintaining the quality of life in the Shoreline community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of our community and region; and

WHEREAS, parks and recreation programs contribute to the Healthy City Strategy adopted by the Shoreline City Council in September 2011 that encourages community members to make healthy lifestyle choices around eating, physical activity and healthy behaviors; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; likewise, the City of Shoreline recognizes the benefits derived from parks and recreation resources;

NOW THEREFORE, I, Shari Winstead, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, declare July as Park and Recreation Month in the City of Shoreline.

Shari Winstead, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF BUSINESS MEETING

Monday, June 2, 2014
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

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

ABSENT: None

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

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

3. REPORT OF THE CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Councilmember Salomon reported he attended the Regional Law, Safety and Justice Committee meeting. He commented on “case weighing” public defense guidelines and recommended an analysis of the City’s caseloads. He reported attending the Ridgecrest Neighborhood Association Million Step Challenge Celebration.

Councilmember Hall reported he attended the Puget Sound Partnership Ecosystem Coordination Board meeting and commented that a panel of scientists identified conversion of land as the number one stressor on Puget Sound’s ecosystem. He reported attending the Puget Sound Regional Council General Assembly and Awards Meeting and commented on the award received by the City of Mountlake Terrace for Arbor Village, a mixed-use redevelopment in an Urban Setting.

Deputy Mayor Eggen asked Councilmember Hall to provide Council with the scientific references from the Puget Sound Ecosystem Coordination Board meeting.

5. PUBLIC COMMENT

Guy Alloway, Richmond Beach, read a statement on behalf of Tom McCormick that he also supports. The statement requested that the Point Well Traffic analysis, related documents, and files be made available to the public for review. He also requested a Council vote to have City staff release the traffic analysis.

Dan Dale, Shoreline, commented on the upcoming Light Rail DEIS meeting, and asked that Council revisit the BAE Market Study. He commented on residential growth, development opportunity options and advised Council to take a historical perspective when considering an aggressive growth plan.

Lisa Gustaveson, Program Manager for the Faith and Family Homelessness Project at Seattle University, commented on educating communities about family homelessness in Washington State. She provided information on the Project, sponsored by the Bill and Melinda Gates Foundation, in partnership with Ronald United Methodist Church and the City of Shoreline. The exhibit is currently on display in the City Hall Lobby.

Tom Mailhot, Save Richmond Beach, talked about the Traffic Corridor Study agreement with BSRE and encouraged Council to ensure that a comprehensive study is completed. He commented on the potential effects of the Point Wells Project, and questioned why the City has not fought to limit the size of the project.

Al Rutledge, Edmonds, commented on the Costco site opening at Alderwood Mall and increased vehicle trips. He commented on the minimum wage increase and the potential for traffic increases resulting from an increase in development.

Debbie Tarry, City Manager stated the City is currently reviewing the BSRE traffic analysis and looking at ways to make the information available to the public in a usable format. She explained that if the development goes forward as proposed, future residents will likely use Shoreline services and should pay for the services they are using. She commented on the annexation of Point Wells in the future. She encouraged everyone to go see the "Housing for All" photo exhibit on display in the City Hall lobby.

6. APPROVAL OF THE AGENDA

The agenda was adopted by unanimous consent.

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 April 28, 2014; Minutes of Business Meeting of May 5, 2014; Minutes of Special Meeting of May 12, 2014; Minutes of Business Meeting of May 12, 2014; Minutes of Business Meeting of May 19, 2014

8. ACTION ITEMS

(a) Adoption of Ordinance No. 688 - Stay Out of Drug Area

Ms. Tarry introduced Shawn Ledford, Shoreline Police Chief, and Julie Ainsworth-Taylor, Assistant City Attorney, to present the staff report. Chief Ledford provided background on the development of the Ordinance, reviewed past Council discussions, identified drug related calls for service, and presented a map of the proposed SODA area. Ms. Ainsworth-Taylor talked about the constitutionality of the Ordinance.

Councilmember Salomon asked about constitutionality and the challenges of banning someone from an entire area. Ms. Ainsworth-Taylor responded she was not aware of any challenges, and commented on the data and statistics received from other jurisdictions and the University of Washington. She reviewed proposed amendment #1 and proposed amendment #2. Chief Ledford stated the ordinance will provide officers more discretion in arrest decisions.

Councilmember Hall moved adoption of Ordinance No. 688 establishing designated SODA areas. Councilmember McGlashan seconded the motion.

Councilmember Hall stated his appreciation for the work Police are doing to keep the City safe. He views the Ordinance as a tool to make certain that the Aurora Corridor is an active and family friendly part of the city and communicated that it is not a place for drug dealing.

Councilmember Salomon moved to amend Ordinance No. 688 to read under Penalties:

- 1. Pre-Trial SODA Order: Any person who knowingly disobeys a SODA order entered as a condition of pre-trial release shall be found in contempt of court.**
- 2. Post-Sentencing SODA Order: Any person who knowingly disobeys a SODA order entered as a condition of sentencing shall be guilty of a gross misdemeanor.**

The motion was seconded by Councilmember Roberts.

Councilmember Salomon commented on the issue of civil liberties, and the presumption of innocence until proven guilty. He is concerned about charging someone with a crime who has not yet been proven guilty of the underlying charge. Councilmember Roberts asked about the maximum penalty for a gross misdemeanor. Deputy Mayor Eggen asked for clarification of the process with or without the amendment, and asked if arrests can occur with the amendment. Councilmember McGlashan asked if a SODA Order would only be placed on people who had drugs found on them, and asked questions regarding contempt of court penalties and jail time. He stated he is not in support of the amendment and wants a deterrent for offenders to stay out of Shoreline. Chief Ledford explained that penalties can be a maximum of one year in jail, but are typically one to two days in jail. Ms. Ainsworth-Taylor offered examples of remedies to violations of the SODA Order provided by the prosecuting attorney. Chief Ledford explained the review process that will be completed by detectives to refer cases for a SODA Order and stated that the SODA Order provides officers a clear direction in the field. He commented that

contempt of court could be unclear based on what is entered into the system regarding violation of the Order. Chief Ledford stated that most arrests for drugs are felonies and commented on the challenge of getting the offender back in front of the judge in a timely manner. Councilmember Hall commented that he appreciates civil liberties, but he is inclined not to support the amendment based on the fact that this is how the Ordinance is done routinely in other jurisdictions.

Deputy Mayor Eggen asked for clarification of the contempt of court case process. Ian Sievers, City Attorney, explained that a felony charge would be tried in Superior Court, and a misdemeanor would be tried by the city prosecutor in District Court. A contempt of court would have to go back to the judge that imposed the contempt of court order. Deputy Mayor Eggen stated his support for the amendment and believes people should be treated innocent until proven guilty. Councilmember McConnell stated she will not be supporting the amendment. She stated she does not feel the contempt of court penalty is strong enough, and accepts the advice of the practicing attorneys, and looks forward to seeing the same results with SODA Ordinance as experienced with the SOAP Ordinance. Mayor Winstead stated she will not support the amendment and that the Ordinance aligns with the SOAP Ordinance, which has been effective, as well as with the RCW. Councilmember Salomon commented on the distinction between probable cause and standards for convictions. He commented on the large number of incarcerations in the United States and stated that just because precedents exist do not mean they are good policies.

The proposed amendment, 1. Pre-Trial SODA Order: Any person who knowingly disobeys a SODA order entered as a condition of pre-trial release shall be found in contempt of court. 2. Post-Sentencing SODA Order: Any person who knowingly disobeys a SODA order entered as a condition of sentencing shall be guilty of a gross misdemeanor, failed 3-4 with Councilmembers Roberts, Salomon, and Eggen voting yes; and Councilmembers McGlashan, Hall, Winstead and McConnell voting no.

Councilmember Salomon moved to amend Ordinance No. 688 under SMC 9.10.285 to read: A person is deemed to have notice of the SODA order when:

- 1. The signature of the person prohibited in the order is affixed to the bottom of the order, acknowledging receipt of the order; or**
- 2. The order otherwise indicated that the person appeared before the court at the time the order was entered.**

Councilmember Hall seconded the motion. The motion passed unanimously.

Councilmember Salomon commented on the ability to reach those charged with the SODA Order who are often indigent or homeless. He stated he perceives a conflict with civil liberties and will be voting against the Ordinance. Deputy Mayor Eggen expressed his support for the main motion as amended and stated it will provide more crime prevention options and safety for the Aurora residents and business owners. Councilmember Roberts commented on drug related activities, asked about parameters for seeking a SODA Order, and about the enforcement process for violation of a SODA Order.

Chief Ledford responded on the difficulty of observing hand-to-hand drug transactions and identified drug related activities that can lead to arrest. Ms. Ainsworth-Taylor responded there are no limitations on seeking a SODA Order and stated it is the prosecuting attorney's discretion to ask for it and the judge's discretion to grant it. She explained the SODA Order violation is a separate criminal offence from the underlying arrest or prior conviction. Councilmember Roberts stated that he will oppose the Ordinance because it sends a message that we are setting up a no trespassing ordinance in the City, commented on its potentially negative impact on people reentering society, and spoke on the list of exemptions. He stated he does not agree with the language where a judge "may" allow an individual to travel along the Aurora corridor. Councilmember McGlashan stated his support for the ordinance and commented that law abiding citizens also deserve civil liberties and need to feel safe in their communities. He stated that it is not a targeted Ordinance, and believes that it is an important tool for police officers to have.

The main motion to adopt Ordinance No. 688 establishing designated SODA areas and establishing regulations for the enforcement of these areas as amended, passed 5-2, with Councilmembers Salomon and Roberts voting no.

(b) Adoption of Ordinance No. 691 - Amending the 2014 Budget by Increasing the Appropriation in the Limited Tax General Obligation Bond Fund 2013

Bob Hartwig, Administrative Services Director, presented the staff report and reviewed the need to budget in one additional fund (Debt Services fund) and to approve an Interfund Loan before December 31, 2014 from the General Fund to the Surface Water Fund.

Councilmember McConnell moved adoption of Ordinance No. 691 - Amending the 2014 Budget by Increasing the Appropriation in the Limited Tax General Obligation Bond Fund 2013. The motion was seconded by Councilmember McGlashan. Deputy Mayor Eggen stepped away from the dais. The motion passed 6-0.

9. STUDY ITEMS

(a) Continued Discussion of Concurrency and Impact Fees

Alicia McIntire, Senior Transportation Planner, was joined by Julie Ainsworth-Taylor, Assistant City Attorney, and Randy Young, Henderson, Young and Associates to present the staff report. She provided background regarding direction from Council to update the City's concurrency methodology and adopt impact fees, and reviewed where Council is in the process. She reviewed questions from the May 12, 2014 City Council Meeting discussion, debriefed Council on the meeting with the Master Builders Association, and talked about exemptions for economic development.

Councilmembers stated support for impact fees, and expressed the need to keep the implementation process simple. They stated that the impact fees are fair in that the cost of new infrastructure should be paid for by new growth. Councilmembers asked for clarification

regarding the funding cap, expressed concerned about carving out exemptions, and preferred that property tax exemptions address affordable housing needs. Questions were asked about deferring impact fees for single family homes and providing consideration to small restaurants and small businesses. Ms. McIntire provided an example of how the funding cap would work. Ms. Tarry responded that there is still some thought that exemptions may be appropriate for new affordable housing projects. Mr. Young explained the distinction of deferral between single family and multifamily developments. He stated that a small restaurateur is not likely to build a big restaurant and incur impact fees, but rather they are likely to find an existing building. He commented on the relationship between the mitigation for development and growth with impact fees, and stated that exemptions will require additional funding strategies. A discussion ensued on deferrals, exemptions, and the Master Builders Association's request for deferrals. Mr. Young explained the recovery cost process and stated all costs are assumed by the buyer in the sale price.

Ms. Tarry stated staff will bring back an ordinance that does not include deferrals or exemptions per Council's direction.

At 8:58 p.m. Mayor Winstead called for a recess, and the meeting reconvened at 9:04 p.m.

(b) Discussion and Update - Sound Transit

Alicia McIntire, Senior Transportation Planner commented that this report provides an update on the Lynnwood Link Extension and introduced Nytasha Sowers of Sound Transit. Ms. Sowers presented the Sound Transit Newsletter, discussed the schedule and timeline, and talked about the first segment of the preferred alternative regarding station locations at 145th, 185th, Mountlake Terrace, Lynnwood, and 130th Street. She reviewed the plan and provided a simulation demonstration of the 145th and 185th Streets station locations. Councilmembers commented on traffic issues at the 145th and the I-5 interchange, on transit access roads, pedestrian walkways, and asked if elevation at 145th is high enough to accommodate different interchange options. Councilmembers also asked about the bridge costs, the possibility of federal highway funding, and about the initial rating for grant applications resulting from land use changes.

Councilmembers requested that City staff work with Washington State Department of Transportation (WSDOT) on conceptual design options of the interchange at 145th and I-5. Ms. Sowers provided examples of traffic mitigation options including the use of signal lights, and commented that the existing transit access roads will not be active, and discussed potential uses of those roads. Ms. McIntire stated that 145th and I-5 interchange will be included in the Route Development Plan (RDP) in partnership with WSDOT and Sound Transit. Ms. Sowers commented that the bike pedestrian bridge could cost \$2 million depending on placement, stated the Northgate Bridge will cost approximately \$10 million, and reminded Council that the bridge is not a mitigation requirement. She reviewed costs and funding, and commented that the RDP gives them the ability to be stronger when requesting funding. She stated that Shoreline land use changes have been communicated to the Federal Transit Administration. She reviewed next steps for remainder of 2014, and early 2015.

10. ADJOURNMENT

At 9:45 p.m., Mayor Winstead declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of June 6, 2014
DEPARTMENT:	Administrative Services
PRESENTED BY:	R. A. Hartwig, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expenses, material, purchases-advancements."

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$1,168,562.22 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
5/11/14-5/24/14	5/30/2014	55841-56036	13165-13185	57014-57018	\$564,956.11
					<u>\$564,956.11</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
5/28/2014	1082	\$5,987.89
		<u>\$5,987.89</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
5/29/2014	56879	56904	\$159,473.84
5/29/2014	56905	56919	\$29,584.42
5/29/2014	56920	56949	\$35,272.63
5/29/2014	56950	56956	\$1,717.68
6/5/2014	56957	56969	\$26,832.22
6/5/2014	56970	56990	\$208,670.75
6/5/2014	56991	56998	\$5,808.49
6/5/2014	56999	57013	\$130,258.19
			<u>\$597,618.22</u>

Approved By: City Manager **DT**

City Attorney **IS**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Extend the Interlocal Agreement with Shoreline Community College Business Accelerator to provide QuickStart Shoreline Small Business Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Dan Eernisse, Economic Development Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Shoreline Community College's Business Accelerator (SCCBA) program has been providing small business services through an Interlocal Agreement with the City of Shoreline since July 1, 2011. The Interlocal Agreement ("Interagency Agreement between Shoreline Community College and City of Shoreline," Contract #6447) was competitively selected in 2011 through Request for Proposal (RFP) No. 6370, and SCC has provided services at a cost of \$50,000 per year.

The current agreement will expire on June 30, 2014, and typically another RFP process would be required. However, the City Manager is able to waive the RFP requirement. Given that the City Manager has approved this waiver and if Council were to extend the SCCBA contract, the new agreement will extend until June 30, 2017. At that time an RFP process would be required to select a small business services provider.

RESOURCE/FINANCIAL IMPACT:

Each one-year contract term with SCCBA will cost \$50,000, with a total three-year cost of up to \$150,000. The \$50,000 annual cost has remained unchanged since 2010-11. The half-year cost (July-December 2014) for the new contract has already been budgeted in the 2014 budget.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to extend the Interlocal Agreement with the Community College Business Accelerator for three one-year terms.

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

BACKGROUND

Shoreline Community College's Business Accelerator (SCCBA) program has been providing small business services through an Interlocal Agreement with the City of Shoreline since July 1, 2011. The Interlocal Agreement ("Interagency Agreement between Shoreline Community College and City of Shoreline," Contract #6447) was competitively selected in 2011 through Request for Proposal (RFP) No. 6370, and SCCBA has provided services at a cost of \$50,000 per year.

The current agreement will expire on June 30, 2014, and typically another RFP process is required. However, the City Manager is able to waive the RFP requirement. Given that the City Manager has approved this waiver and if Council were to extend the SCCBA contract, the new agreement will extend until June 30, 2017. At that time an RFP process would be required to select a small business services provider.

DISCUSSION

The SCCBA small business services programming is called *QuickStart Shoreline*. Since starting the *QuickStart* program, Shoreline's small business community has benefited from over 160 *QuickStart* workshops at City Hall with nearly 3,000 attendees representing over 4,200 instructional hours. The *QuickStart* workshops are now considered a branded and well-received "platform" in the small business community that has been successfully customized for a variety of topics and audiences.

In addition to conducting workshops, the *QuickStart* team has made innumerable and invaluable face-to-face business connections with business owners and operators at places of business and in meetings and events. In addition, the City has benefited from innovative programming initiated by the *QuickStart* team, such as the successful *Jazz Bites* program for the annual North City Jazz Walk. Finally, building on the relationship fostered through the current agreement, the City has developed a fruitful working relationship with Shoreline Community College that has resulted in the Shoreline Film Office and partnerships with area businesses such as the Robert Lang Studios.

The current three-year Interlocal Agreement with SCCBA will expire on June 30, 2014. As noted above, according to the Shoreline Municipal Code, Section 2.60.070, the City Manager can waive the requirement to conduct an RFP in certain circumstances. This section of the municipal code reads as follows:

Contracts in Excess of \$50,000. Service contracts that have an estimated cost in excess of \$50,000 shall be procured using a formal request for proposal (RFP) process. The development of an RFP along with the proper public notification shall be made in accordance with procedures adopted by the administrative services department in the best interest of the city; provided, however, that the city manager may in the following circumstances waive the RFP process for contracts greater than \$50,000:

- i. Quantifiable costs of delay in using an RFP process are likely to outweigh higher quality performance expected from the RFP process; or*

- ii. *It can be demonstrated that specialized expertise, experience or skill is needed for a successful outcome and outweighs potentially lower price proposals; or*
- iii. *A consultant has previously provided satisfactory service to the city related to the specific project, and has the qualifications to perform the scope of work.*

In reviewing the request for waiver, the City Manager found that the third reason applied for this service contract, as the consultant has previously provided satisfactory service and does have the qualifications to perform the scope of work.

SCCBA's quality of performance and expertise has been clearly demonstrated for the past three years, and Shoreline's small business community can attest to that fact. In the coming years, it is staff's intention to build on the success experienced thus far to reach more and more home-based businesses. Staff hopes to learn more about the many home-based businesses in Shoreline so that it can customize *QuickStart* programming to this special category of small business.

RESOURCE/FINANCIAL IMPACT

Each one-year contract term with SCCBA will cost \$50,000, with a total three-year cost of up to \$150,000. The \$50,000 annual cost has remained unchanged since 2010-11. The half-year cost (July-December 2014) for the new contract has already been budgeted in the 2014 budget.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to extend the Interlocal Agreement with the Community College Business Accelerator for three one-year terms.

ATTACHMENTS:

Attachment A: Proposed Interlocal Agreement with SCCBA

INTERAGENCY AGREEMENT
between
SHORELINE COMMUNITY COLLEGE
and
CITY OF SHORELINE

THIS AGREEMENT is made and entered into by and between SHORELINE COMMUNITY COLLEGE, hereinafter referred to as the "COLLEGE," and the CITY OF SHORELINE hereinafter referred to as the "CITY."

IT IS THE PURPOSE OF THIS AGREEMENT to provide complimentary business development programs, services and resources to small businesses within the Shoreline community.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. STATEMENT OF WORK

The College will provide business development services to Shoreline community business owners and entrepreneurs seeking assistance in the development or growth of their businesses. The scope of this work is outlined in Exhibit A.

2. TERM

The term of this Agreement shall commence on July 1 of the calendar year of Agreement execution or actual day of Agreement execution if after July 1 and shall terminate at midnight of June 30, 2015. At its sole option, the City may extend the term of this Agreement for two (2) additional one-year terms upon providing 90 day advance written notice to the College.

3. PAYMENT

Services will be paid at a rate of \$4,166.67 monthly (not to exceed a total of twelve (12) payments and a maximum of \$50,000 annually) for the services set forth in Exhibit A. The Agreement price shall not be modified for twelve (12) months from the date of execution. Any proposal by the College to change the payment terms must be made in writing to the City no later than 90 days prior to the expiration of the Agreement's term. If the parties do not agree upon new payment terms by the end of the existing Agreement term, the Agreement will effectively terminate at 11:59 pm, on June 30th of that existing term. Any approved price increases will be effective for a minimum of twelve (12) months.

4. BILLING PROCEDURE

The College shall invoice City monthly. The invoice must include the dates and activities performed during the reporting period and will be accompanied by a City of Shoreline billing voucher. Payments will be processed by the City within thirty (30) days from the receipt a billing voucher. The College will mail all billing vouchers to the attention of the Agreement Manager, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905. The College shall also complete and return a W-9 tax form to the City. No payment will be issued without a Tax Identification Number on file with the City.

5. DELAYS

The College is not responsible for any delays in services caused by factors beyond the College's reasonable control. When such delays beyond the College's reasonable control occur, the City agrees the College is not responsible for damages, nor shall the College be deemed to be in default of this Agreement.

6. OWNERSHIP OF MATERIALS

All documents, data, studies, worksheets, models, reports and other materials (hereinafter "Materials") produced under this Agreement shall be owned by the City and shall be forwarded to the City upon request. Ownership of the Materials includes the right to copyright, patent, register, and the ability to transfer these rights. The City hereby grants the College a non-exclusive, perpetual and irrevocable license to use the Materials produced under this Agreement for training and educational purposes within the College.

7. CONFIDENTIALITY

The College shall preserve the confidentiality of all City documents and data accessed for use in the performance of the services under this Agreement. Materials produced under this Agreement may be disclosed by either party as necessary to comply with the Public Records Act.

8. INDEMNIFICATION

The College shall defend, indemnify, and hold the City, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the College's negligent performance and/or willful misconduct of the College, its agents or employees arising out of or in connect with the performance of this Agreement, except for injuries and damages cause by the sole negligence of the City. In the event of liability for damages caused by or resulting from the concurrent negligence of the College and the City, its officers, officials, employees, and volunteers, the College's liability shall be only to the extent of the College's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

9. INSURANCE

The College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against the College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

10. TERMINATION

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days written notice to the College. In the event of such termination, all finished or unfinished documents, data, worksheets, models, reports or other material prepared by the College pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the College shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the College. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The College reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid, by written notice within 30 days.
- D. If the College is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.
- E. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

11. ADMINISTRATION AND MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

For the City: The Economic Development Program Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133-4905
Phone: (206) 801-2218
E-Mail: deernisse@shorelinewa.gov

For the College: _____
Shoreline Community College
16101 Greenwood Ave. N.
Shoreline, WA 98133
Phone: _____
E-Mail: _____

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

14. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and any applicable federal laws. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the College, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

19. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Shoreline Community College

City of Shoreline

By: _____

By: _____

Title: _____

Debbie Tarry, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

By: _____

By: _____

Assistant Attorney General

Ian Sievers, City Attorney

Date: _____

Date: _____

INTERAGENCY AGREEMENT
between
SHORELINE COMMUNITY COLLEGE
and
CITY OF SHORELINE

EXHIBIT A – Scope of Work

1. The College will represent the City of Shoreline by promoting and explaining small business services and programming on behalf of the City of Shoreline at community meetings and events and through personal interactions with business owners and operators.
2. The College will report to the City's Office of Economic Development, Economic Development Program Manager.
3. The College will provide a minimum of thirty (30) "*QuickStart Shoreline*" educational workshops per calendar year. The workshops will be distributed throughout the year in a manner that best suits the business community giving consideration to the availability of facilities (City or College), legal holidays, past workshop attendance trends, and to other considerations as provided by the City's Economic Development Program Manager.
4. At the direction of the City's Economic Development Program Manager, the College will initiate and/or take a leadership role in special events such as the North City Jazz Walk and Cruise the Ave Car Show. The College shall submit a plan denoting how it will initiate and/or participate in special events. The plan shall include date-specific milestones.
5. The College will provide business development counseling and networking assistance to individuals and/or organizations seeking to develop businesses.
6. The College will collaborate with groups promoting similar goals such as the Shoreline Chamber of Commerce, the Shoreline Film Office, and the Economic Development Council of King County and Seattle. The College will collaborate with groups on a periodic or regular schedule depending on the organization and collaboration activity. At the minimum, the College will collaborate with the Shoreline Chamber of Commerce on a monthly basis with activities including, but not limited to, speaking, promoting *QuickStart Shoreline* at meetings, ribbon cuttings, chamber after-hours events, fund-raising events, and cross-promotional events.
7. The College will provide all of the necessary marketing to promote *QuickStart Shoreline* and the business services provided herein. The College will meet and/or exceed weekly publication deadlines for the promotion of events as they are set out by the College's and the City's promotional partners and initiatives. Services will be advertised in a variety of media including, but not limited to, Shoreline's *Currents* newsletter, the City of Shoreline website, the *Shoreline Area News*, and various effective social media sites.
8. The College will maintain systematic face-to-face interactions with Shoreline business owners and operators. These interactions will take place on a regular schedule to maintain momentum but no further than thirty (30) days apart.

9. The College will provide performance indicators to the City's Economic Development Program Manager including:
- Weekly Progress Conferences which will include, at the minimum, a review of performance, the monitoring of performance benchmarks, and a review of issues of common concern.
 - Monthly Written Progress Reports -- due by the 10th day of the following month -- which will include *QuickStart Shoreline* workshop dates, topic, speakers, attendance, and participant comments; summaries of interactions with businesses including follow-up needed; summaries of events and meetings attended including follow-up needed; and the listing of and progress toward goals and mileposts set for the College.
 - An Annual Strategic Planning Conference which will include, at the minimum, a presentation of the program's success or failure for the past year and proposed goals for the upcoming year.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion Authorizing the City Manager to Execute a Contract Amendment with Woolpert to the Amount of \$330,675 to Implement Phase II of the Asset Management System Project
DEPARTMENT:	Administrative Services Department
PRESENTED BY:	Katherine Moriarty, IT Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City completed the implementation of the Computer Asset Management System (CMMS) for the City's Surface Water Utility in August 2013. The CMMS has already had a positive impact on the efficiency of inspections in the field, as well as capturing the costs associated with the maintenance of the surface water assets. This work was part of Phase I of the City's Asset Management project. The rest of work items identified in Phase I was completed in March 2014.

Staff is recommending the continued implementation of the CMMS for roads, street signals and signs, facilities, and fleet. Staff was pleased with the services of Woolpert, Inc. as the implementation consultant who assisted the City with the surface water implementation and recommends amending their contract for Phase II. The cost of this next phase of implementation from Woolpert, Inc. is \$206,899.

RESOURCE/FINANCIAL IMPACT:

The cost for the Woolpert Phase II work is \$206,899. The Phase I contract (which includes \$22,824 of unspent funds) was \$146,600. If approved, this will result in a total contract amount of \$330,675. This funding is already in the 2014 budget and no further appropriation is necessary. \$218,000 from the original CMMS project was carried forward from 2013, of which \$178,800 is available for Phase II. The remainder of Phase II will be funded by Public Works (\$28,099).

The total budget for this project is estimated to be \$661,675, which includes \$101,000 in licensing costs to Azteca, \$410,675 to Woolpert (\$330,675 for Phases I and II and an additional estimated amount of \$80,000 to implement Parks Department assets in 2015 if Woolpert is used for that implementation), and \$150,000 for third party software, including condition assessment tools for City facilities and assets, and the necessary interfaces of that software to Cityworks.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to execute a contract modification of Contract No. 2078 to the amount of \$330,675 and a term extension to June 30, 2015 for Woolpert, Inc. for implementation services of Phase II of the CMMS project.

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

INTRODUCTION

The City has made a commitment to appropriately and proactively manage its assets. Implementing a system that monitors, tracks costs, assesses risk, and proactively manages mission critical assets is important as the City prepares to assume wastewater and water utilities. The current implementation of the CMMS in surface water has already reduced the time required for certain inspections by 25%. Similar efficiencies are anticipated in other areas of the Public Works Department and Central Services Division.

Staff is recommending the continued implementation of the CMMS for roads, street signals and signs, facilities, and fleet. The cost of implementation services from Woolpert, Inc. (the consultant utilized for the implementation of surface water) is \$206,899.

BACKGROUND

The City issued a request for proposal (RFP) for CMMS software in December 2012 to replace our existing planning software installed in 2000, a product of Hansen Information Technologies, now Infor Public Sector. The City received ten (10) proposals with initial pricing ranging from \$197,100 to \$831,376 for acquisition and implementation. After reviewing the proposals, it was determined that there were four firms that most closely met the requirements of the RFP. In January 2013 the City invited four vendors for demonstrations and interviews. Following the on-site demonstrations staff conducted visits to other agencies, did reference checks, and conducted on-site demonstrations with other agencies using the various software. Based on the outcome of this process, staff recommended that the City acquire CMMS software from Azteca Cityworks and utilize Woolpert as the contracted implementation partner. The City Council authorized the City Manager to enter into a contract with Azteca Cityworks and Woolpert, for Phase I, in March 2013.

Woolpert agreed to a two phased approach for implementation. Phase I included the surface water utility implementation (system design and configuration), installation and implementation of Woolpert's e311 tool, development of required reports including those reports required to comply with the City's NPDES permit, and an on-site assessment for roads, street signals and signs, parks, and facilities assets. The deliverable from the on-site assessment included a project plan for the roads, street signals and signs, parks, and facilities assets. This report would be used to help direct Phase II of the City's asset management implementation.

Cityworks was fully implemented for the City's Surface Water Utility in August 2013, and Woolpert conducted a citywide assessment in February 2014 to guide the planning for the implementation for all City assets. The City has implemented a governance process to prioritize and oversee the citywide implementation of the CMMS. The governance bodies have recommended to the City Manager that the next phase of the project should implement the remainder of Public Works and Central Services (Fleet and Facilities).

DISCUSSION

The City has been satisfied with Woolpert as an implementation partner during the surface water implementation. Given Woolpert's familiarity with the City, and the fact that they were engaged and have completed an assessment of the remainder of the City's departments and divisions, it is most efficient to continue to use their services for Phase II.

Phase I was to include the implementation of Woolpert's e311 tool. The Cityworks governance bodies have elected to remove this from the scope of the project at this time and to use the funding appropriated for this activity for Phase II implementation. The current contract with Woolpert expires on June 30, 2014.

COUNCIL GOAL ADDRESSED

This project supports Council's Goal 2 - Improve Shorelines' utility, transportation, and environmental infrastructure.

RESOURCE/FINANCIAL IMPACT

The cost for the Woolpert Phase II work is \$206,899. The Phase I contract (which includes \$22,824 of unspent funds) was \$146,600. If approved, this will result in a total contract amount of \$330,675. This funding is already in the 2014 budget and no further appropriation is necessary. \$218,000 from the original CMMS project was carried forward from 2013, of which \$178,800 is available for Phase II. The remainder of Phase II will be funded by Public Works (\$28,099).

The total budget for this project is estimated to be \$661,675, which includes \$101,000 in licensing costs to Azteca, \$410,675 to Woolpert (\$330,675 for Phases I and II and an additional estimated amount of \$80,000 to implement Parks Department assets in 2015 if Woolpert is used for that implementation), and \$150,000 for third party software, including condition assessment tools for City facilities and assets, and the necessary interfaces of that software to Cityworks.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to execute a contract modification of contract 2078 to the amount of \$330,675 and a term extension to June 30, 2015 for Woolpert, Inc. for implementation services of Phase II of the CMMS project.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Proposed Resolution No. 359 Revising Personnel Policies of the Employee Handbook
DEPARTMENT:	Human Resources City Attorney's Office
PRESENTED BY:	Richard Moore, Senior Human Resources Analyst Ian Sievers, City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On June 12, 2014, Washington State Substitute Senate Bill (SSB) 5173 will go into effect. This new law requires local governments to provide their employees with two unpaid holidays per calendar year to use for a "reason of faith or conscience." As well, a recent decision on the Family Medical Leave Act (FMLA) by the 9th Circuit Court of Appeals provides employees with the ability to waive their rights to FMLA protections. Given that these two mandatory issues require that updates be made to the City's personnel policies contained in the Employee Handbook, staff is recommending two additional changes to the Handbook – a sick leave cash out clarification for retirement-eligible staff and a tobacco free work place amendment. All of these proposed changes are identified in proposed Resolution No. 359, which is attached to this staff report as Attachment A.

RESOURCE/FINANCIAL IMPACT:

There is no anticipated financial impact in making the required changes to the personnel policy to provide employees with two unpaid days off to attend a religious activity. Employees currently receive two paid personnel days per year and staff considers it likely these already provided days would be used in most situations. Changes to the personnel policy related to use of FMLA may have a financial impact, as employees may now use paid leave prior to or concurrently with FMLA, whereas the prior interpretation required concurrent use only. This may mean that when leave is used, the time off may be extended in some cases. While it is difficult to quantify the extent of the impact, as each leave situation is different based on individual and family circumstances, staff believes that the extent of the impact will likely be minimal. The change to the sick leave cash out policy is being recommended to update this policy to bring the language into alignment with the historic implementation of this policy and would allow for continued application of that implementation. Finally, the recommended change making all City facilities tobacco free would have no financial impact.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 359 updating the personnel policies in the Employee Handbook.

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

DISCUSSION

The City's Employee Handbook was adopted in 1999 and has been updated periodically to reflect current law or policies as approved by Council. At the June 9, 2014 Council meeting, Council discussed five recommended changes to the personnel policies in the Employee Handbook. The staff report for the June 9th meeting can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport060914-9a.pdf>.

Based on the direction provided by Council on June 9th, Council was comfortable with four of the five proposed changes to the personnel policies. The June 9th staff report provides detailed information on the four amendments being brought forward for adoption. The amendments are as follows:

- Religious Holiday Amendment – Section 6.03(F)
- FMLA Amendment – Section 6.06(F)
- Sick Leave Cash Out Amendment – Section 6.04(I)
- Tobacco Free Work Place Amendment – Section 8.09

The amendment that Council was not comfortable bringing forward regarded vacation leave cash out at retirement. This amendment has been removed from proposed Resolution No. 359 and may be reconsidered by Council as part of the 2015 compensation study that will be conducted.

The proposed amendment language is shown in tracked changes to Employee Handbook Sections 6.00 and 8.00, which is attached to this staff report as Exhibit A to proposed Resolution No. 359. Staff recommends that these four remaining changes be adopted. The proposed changes are being recommended to not only meet legal requirements but to provide consistent language and equitable treatment of employees in the personnel policies and promote a healthy work place.

ALTERNATIVES

Four different amendments are contemplated in proposed Resolution No. 359. The first two amendments, the Religious Holiday amendment and the FMLA amendment, are required of the City to meet a new statutory and case law requirement, respectively. Thus, the City does not have an alternative with regard to adoption of these Employee Handbook Amendments.

The Council does have alternatives regarding the two remaining proposed amendments - Sick Leave Cash Out and Tobacco Free Work Place. Council can choose to adopt these amendments as part of proposed Resolution No. 359 or not make these changes. If the Sick Leave policy is not amended however, staff would need to change the practice of how sick leave cash out is awarded for retiring employees to align with the language of the current policy. This would be a change from the historic application of this policy and would add administrative complexity.

RESOURCE/FINANCIAL IMPACT

There is no anticipated financial impact in making the required changes to the personnel policy to provide employees with two unpaid days off to attend a religious activity. Employees currently receive two paid personnel days per year and staff considers it likely these already provided days would be used in most situations. Changes to the personnel policy related to use of FMLA may have a financial impact, as employees may now use paid leave prior to or concurrently with FMLA, whereas the prior interpretation required concurrent use only. This may mean that when leave is used, the time off may be extended in some cases. While it is difficult to quantify the extent of the impact, as each leave situation is different based on individual and family circumstances, staff believes that the extent of the impact will likely be minimal. The change to the sick leave cash out policy is being recommended to update this policy to bring the language into alignment with the historic implementation of this policy and would allow for continued application of the historic implementation. Finally, the recommended change making all City facilities tobacco free would have no financial impact.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 359 updating the personnel policies in the Employee Handbook.

ATTACHMENTS

Attachment A – Proposed Resolution No. 359
Exhibit A – Amended Sections 6 and 8 of the Employee Handbook

RESOLUTION NO. 359

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING REVISIONS TO PERSONNEL POLICIES TO REFLECT RECENT LEGISLATIVE AMENDMENTS, COURT DECISIONS, AND TO PROVIDE CONSISTENT AND EQUITABLE BENEFITS

WHEREAS, the City Council has provided for benefits and working conditions in the Employee Handbook first adopted in 1999; and

WHEREAS, on March 31, 2014, Washington State Substitute Senate Bill 5173 (SSB 5173) was signed into law by the Governor, amending RCW 1.16.050, and becomes effective on June 12, 2014; and

WHEREAS, SSB 5173 entitles city employees to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization and SSB 5173 states that guidelines to address this entitlement are to be promulgated by ordinance or resolution; and

WHEREAS, the current holiday policy needs to be updated in order to comply with SSB 5173; and

WHEREAS, on February 25, 2014 the United States Court of Appeals for the 9th Circuit decided *Escriba v. Foster Poultry Farms Inc.*, 743 F.3d 1236 interpreting the Family Medical Leave Act (FMLA), 29 U.S.C. § 2601 *et seq.*, to allow an employee to choose to use FMLA leave for qualifying events or use other available leave; and

WHEREAS, the current FMLA policy needs to be modified so as to reflect that employees may not be compelled to use paid leave concurrently with FMLA leave; and

WHEREAS, the City's current Sick Leave Cash Out policy requires an employee to file for retirement with Washington State Department of Retirement System (DRS) prior to being able to cash out any accrued sick leave; and

WHEREAS, the current Sick Leave Cash Out policy needs to be modified so as to allow employees qualifying for retirement to receive a cash out without filing with DRS; and

WHEREAS, the City's current Smoke Free Work Place policy needs to be modified to include a restriction on the use of smokeless tobacco, to include all City work sites and facilities within the policy, and to rename the policy to reflect the fact that the City will now be a Tobacco Free Work Place; and

WHEREAS, staff recommends revising provisions contained within Sections 6 and 8 of the Employee Handbook to cover the legislative amendment, recent court decision, and Vacation and Sick Leave Cash Out modifications; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. Revision. Sections 6 and 8 of the Employee Handbook are revised as provided in Exhibit A attached hereto and incorporated herein.

ADOPTED BY THE CITY COUNCIL ON JUNE 23, 2014.

Shari Winstead, Mayor

ATTEST:

Jessica Simulcik Smith, City Clerk

[Sections 6.01 & 6.02 unchanged]

6.03 Holidays

The following holidays are granted to regular employees as the normal workday off with full pay:

New Years Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas	December 25th
Personal Day	Two (2) days

Extra help employees are not eligible for these benefits.

- A. A personal day needs to be scheduled by mutual agreement of the employee and the supervisor and may be used for any reason, or as an extension of vacation or sick leave. Non-exempt staff may use these days as a full normal workday or as 16 hours in increments of one or more hours. Exempt staff must utilize a full day at a time.
- B. Personal Days will be awarded effective January 1 of each year. An employee hired July 1 or later will receive only one personal day in that calendar year. Any personal days not used by the end of the calendar year will be forfeited.
- C. If a designated holiday falls on a Saturday, the preceding Friday shall be observed and if the holiday falls on a Sunday, the following Monday shall be observed. If a designated holiday falls on any other regularly scheduled day off, the holiday shall be observed on either the immediately preceding or immediately following work day, as determined by the City Manager.
- D. Employees must be in a pay status on the workday prior to and the workday following a holiday to be eligible for holiday pay.
- E. Regular part-time employees shall observe the established holidays and be compensated for same on a pro rata basis.
- F. If an employee's religious beliefs include observance of a holiday or leave is needed to attend a religious activity of faith or conscience that is not a City holiday, the employee may, with approval of the Department Director, take the day off using a personal day, vacation, compensatory time, or leave without pay unless the leave would create an undue

hardship for the City as defined in WAC 82-56-010 or a risk to public safety.

- G. Nonexempt regular employees working on a holiday (either the actual holiday or the City recognized holiday) shall be paid at time and a half for all hours worked. In the case that an employee works both the actual holiday and the corresponding City recognized holiday, the employee shall only receive the holiday pay for one of the days. The pay shall be for the hours worked on actual holiday, unless the employee makes a written request for pay for the City recognized holiday instead of the actual day. **Example:** Independence Day falls on Sunday, July 4th; the City recognized holiday is Monday, July 5th. Employee A works Sunday and receives time and a half for all hours worked. Employee B works Monday and receives time and a half for all hours worked. Employee C works **both** Sunday and Monday and will be paid time and a half **only** for the hours worked on Sunday, unless he or she makes a written request to be paid time and a half for the hours worked Monday, instead of Sunday.

6.04 Sick Leave

Policy: The purpose of sick leave is to provide an “insurance policy” of a bank of paid leave to be used in the event that an employee or immediate family member experiences an illness or disability that requires an employee to be absent from work. Employees who are ill or disabled are expected to use sick leave to recover and to not report to work when they could expose co-workers to illness. All regular employees shall use leave to account for any sick leave related absence whether full or partial day. Sick leave is earned and to be used under the following conditions:

- A. Full-time regular employees shall accrue sick leave at the rate of eight hours for each month worked. Regular part-time employees shall accrue sick leave based on a pro-rata amount to reflect their normally scheduled workweek as compared to a full-time workweek of 40 hours. Extra help employees are not eligible for these benefits.
- B. Sick leave may be taken when an employee is ill, injured, disabled (including a disability due to pregnancy or childbirth) or has been exposed to a contagious disease where there is a risk to the health of others, or for medical or dental examinations or treatment when such appointments cannot be scheduled outside of working hours. Sick leave may also be used to care for a member of the immediate family under these conditions.
- C. A regular employee may use sick leave for family leave as provided in **Section 6.06, Family Leave.**
- D. A regular employee may use sick leave when the use of a prescription drug impairs job performance or safety.
- E. After three days of sick leave an employee may be asked to provide a doctor’s note or other evidence of inability to work at the discretion of your supervisor or Department Director.
- F. Each employee, or someone on his/her behalf, should inform his/her supervisor if unable to come to work. This notification should be done each day prior to the scheduled starting time unless on long-term leave, so arrangements can be made to cover the absence.
- G. If an employee on approved vacation is hospitalized or experiences a similar extraordinary sick leave event, the employee may make a written

request to the City Manager to convert the sick leave connected time from vacation leave to sick leave. The City Manager shall consider the facts involved and shall approve or deny the request.

- H. Sick leave accrual is capped at 1040 hours or a pro-rata share for part-time employees.
- I. Upon separation, if an employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System, an employee shall be paid for 10% of their accrued but unused sick leave.
- J. An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive his or her normal salary. If sick leave is exhausted, the City will use other available leave to supplement the time loss, unless the employee otherwise notifies Payroll in writing. If an employee is awarded time loss payments for a period that the employee has already used sick leave or other available leave, the employee shall submit the L & I check to Finance and “buy back” the equivalent amount of leave used. While on time loss, the employee’s salary may not exceed the employee’s normal salary.

[Section 6.05 unchanged]

6.06 Family Leave

- A. The City complies with the Federal Family and Medical Leave Act of 1993 (the FMLA - 29 U.S.C.A., 2611) and all applicable state laws (RCW 49.78, RCW 49.12.265, WAC 296-130) related to family and medical leave. This policy provides detailed information concerning the terms of FMLA. State laws may have additional requirements and provide additional protections; please check with Human Resources for details.
- B. **Length of Family Leave and Eligibility:** Eligible employees may take up to 12 weeks of unpaid, family leave every 12 months for certain family and medical reasons, or up to 26 weeks of unpaid, family leave every 12 months for military family leave. To be eligible, an employee must have worked for the City for at least 12 months and for at least 1,250 hours over the previous 12 months.
- C. **Reasons for Taking Leave:** Family leave is provided for any of the following reasons:
 - 1. To care for an employee’s child after birth or placement for adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.
 - 2. To care for an employee’s spouse child or parent who has a serious health condition
 - 3. To care for a spouse, son, daughter, parent or next of kin who has a serious health condition as a result of military service (“military family care”).
 - 4. If a serious health condition makes an employee unable to perform the functions of his or her job.

- D. **Definitions.** For the purposes of this policy, the following definitions apply:
1. **Child:** a) A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis (in place of the parent) if the child is younger than 18; or
b) A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis if the child is 18 or older and incapable of self care because of a mental or physical disability.
 2. **Military Family Care:** Caring for a spouse, parent, son, daughter or next of kin with a serious injury or illness as a result of military service.
 3. **Parent:** A biological parent of an employee or an individual who stood in loco parentis to that employee when the employee was a child.
 4. **Serious Health Condition:** An injury, illness, impairment or physical or mental condition that involves:
 - a) **hospital care:** any period of incapacity or subsequent treatment connected with or consequent to inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility; or
 - b) **absences plus treatment:** any period of incapacity of more than three consecutive calendar days including any subsequent treatment or period of incapacity relating to the same condition that also involves 1) treatment 2 or more times by a health care provider within 30 days, by a nurse or physician's assistant under direct supervision of a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider; or 2) treatment by a health care provider on at least 1 occasion which results in a regimen of continuing treatment under the supervision of a health care provider;
 - c) **pregnancy:** any period of incapacity due to pregnancy or for prenatal care; or
 - d) **chronic conditions requiring treatments:** a chronic condition which 1) requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under the direct supervision of a health care provider; 2) continues over an extended period of time; and 3) may cause episodic rather than a continuing period of incapacity;
 - e) **permanent/long term conditions requiring supervision:** a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
 - f) **multiple treatment (non-chronic conditions):** any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services

under orders of or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

5. Incapacity: inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.

- E. **Intermittent Leave:** Under some circumstances, family leave may be taken in separate blocks of time or by reducing a normal weekly or daily work schedule. Family leave may be taken intermittently if medically necessary because of a serious health condition (the employee's, or that of a spouse, child or parent). If family leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to Department Director approval.
- F. **Substitution of Paid Leave:** ~~Certain kinds of paid leave must be substituted for unpaid family leave. Accrued vacation, personal days and comp time must be substituted for any type of family leave. When paid leave or comp time is available that paid leave must be exhausted before unpaid leave is allowed as family leave.~~ Accrued sick leave must be substituted in the circumstances where City policies allow employees to use sick leave. ~~When paid leave is available and allowed that paid leave must be exhausted before unpaid leave is allowed as family leave.~~
- G. ~~Both paid and unpaid leave count against the 12 week allowance. The employee is required to notify the City if any leave is used for a reason covered by the family leave.~~
- G. **Advance Notice:** An employee shall provide advance notice of the need for family leave along with the requested dates for the leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

Notice must be provided at least 30 days in advance of the leave if the reason for the leave is birth, placement for adoption or foster care. If 30 days notice is not possible due to the employee taking physical custody of the child at an unanticipated time, notice must be given as soon as possible and at least within 5 working days of the placement. The employee shall adhere to the dates of leave requested unless the birth is premature, the mother is incapacitated by the birth and is unable to care for the child, the employee takes physical custody at an unanticipated time or the employee and Department Director agree to alter the dates. If there is a premature birth, incapacity or unanticipated placement, the employee must give notice of revised dates as soon as possible and at least within 5 working days.

Notice must be provided at least 14 days in advance of the leave if the reason for the leave is a serious health condition and the leave is foreseeable. The employee should make reasonable efforts to schedule the leave to not unduly disrupt the City's operations. If the leave is not foreseeable, the employee or the employee's representative shall provide notice within 1 or 2 working days, except in extraordinary circumstances.

- H. **Medical Certification:** The City requires the provision of a medical certification to support a request for leave because of a qualifying event whenever the leave is expected to extend beyond three consecutive working

days or will involve intermittent or part-time leave. The City may require second or third opinions, at its option, at City expense.

The City may require all employees on family leave due to the employee's serious health condition or due to the birth of a child to provide a medical certification of fitness for duty prior to return to work after a medical leave, dependant on the circumstance as it relates to the employees duties.

- I. **Periodic Reporting:** If an employee takes leave for more than two weeks, the City may require the employee to periodically report on his or her status and intent to return to work.
- J. **Health Insurance:** Employees covered by the City's group health plan (medical, dental or vision) will continue to receive paid health insurance during family leave on the same basis as during regular employment. Employees that do not return to work after the leave will be required to pay back the portion of the insurance premiums paid by the City unless failure to return to work was beyond the employee's control.
- K. **Other Insurance:** For employees covered by other insurance plans through the City, those coverages will continue during paid leave on the same basis as during regular employment. For any period of unpaid leave, the employee wishing the insurance to continue must pay for the coverage on a monthly basis prior to the month of coverage. Check with Human Resources for current information and costs for coverages.
- L. **Couples Employed by The City:** If employees married to each other request leave for the birth, adoption or foster care placement of a child, the total family leave available to the couple is 12 weeks. The City may grant leave to only one parent at time. If the leave requested is due to a serious health condition (the employee's or that of the child, spouse or parent), each employee is independently entitled to 12 weeks.
- M. **Determining Leave Availability:** Family leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the 12-month period is a rolling 12-months measured from the first date any family leave is used. The employee is required to notify the City if any leave qualifies as family leave. All leave qualifying for family leave shall be designated and tracked as family leave upon the request of the employee.
- N. **Special Rule for Leave Related to Pregnancy:** Leave taken for the disability phase of pregnancy or childbirth when physically unable to work, is counted against the 12-week FMLA family leave allowance. In some cases, state law may entitle the disabled employee to leave beyond the standard 12-week period. Human Resources can provide information concerning the state law and its applicability.
- O. **Return Rights After Family Leave:** When an employee returns to work after family leave:
 1. the City shall place the employee in the same position employee held when the leave began or in another City position with equivalent benefits and pay;
 2. the return is subject to bona fide changes in compensation or work duties;
 3. the employee does not have return rights if:
 - a) the City eliminates the employee's position by a bona fide restructuring or reduction-in-force; or
 - b) the employee takes another job; or

- c) the employee fails to provide the required timely notice of family leave or fails to return on the established ending date of the leave.

P. **Military Family Care:** Caring for a spouse, parent, son, daughter or next of kin with a serious injury or illness as a result of military service.

[Sections 6.07 – 6.12 unchanged]

6.13 Leave of Absence Without Pay

The City Manager may grant regular employees a leave of absence without pay for an absence not covered by religious leave (6.03(F)), family leave (6.06(F)) or medical leave of absence (6.07) and if all leave balances are exhausted. Examples of situations for which leave without pay may be granted include personal reasons not covered by family leave, such as parenting or caring for an ill relative; other reasons in the best interest of the City and not solely for the employee's personal gain or profit; or fulfilling a lengthy military obligation.

To request a leave of absence without pay under this section, the employee shall submit a written request to the City Manager. The request shall state the reason for and the proposed length of the leave. If the leave is approved, the employee and City Manager will enter into an agreement detailing the terms and conditions of the leave.

[Sections 6.14 - 6.16 unchanged]

SECTION 8.00 - STANDARDS OF EMPLOYEE CONDUCT

[Sections 8.01 - 8.08 unchanged]

8.09 Smoking Tobacco Free Policy

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, use of all tobacco products, including smoking and smokeless tobacco, is prohibited ~~on at all the City Hall Campus work sites and property, in City offices and work spaces, and in all City owned vehicles.~~ Smoking is prohibited and within 25 feet of all building entrances, windows that open and ventilation intakes. Violation of this policy may be grounds for disciplinary action, up to and including termination.

[Sections 8.10 - 8.15 unchanged]

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Ordinance No. 693 Authorizing a Non-exclusive Franchise to TW Telecom of Washington LLC to Operate a Telecommunications System Within City Rights-of-way
DEPARTMENT:	City Attorney's Office City Manager's Office
PRESENTED BY:	Ian Sievers, City Attorney John Norris, Assistant City 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:

The City has received an application for a new right-of-way franchise from TW Telecom of Washington LLC (TWTC) for a telecommunication system in Shoreline. TWTC provides managed network services including voice services, internet access, security network services, data networking and internet based private networks. TWTC's service area will initially include the Aurora Corridor and will extend their existing network outside Shoreline into the City using leased existing dark (unused) fiber from the successor to AboveNet, an existing franchisee¹, and expanding service with its own fiber installations.

Proposed Ordinance No. 693 would grant this non-exclusive right-of-way franchise to TWTC (Attachment A). The proposed franchise has a five year term with a one year extension that may be approved administratively by the Public Works Director to allow negotiation of a renewal franchise.

RESOURCE/FINANCIAL IMPACT:

The fiscal impact to adopting proposed Ordinance No. 693 is unknown, as TWTC has yet to market its telecommunication services to retail customers in Shoreline. Under state law, the City is precluded from imposing franchise fees, other than costs of administration, upon telecommunication companies and service providers, as defined in RCW 35.99.010, for use of the right-of-way. Given that TWTC warrants that their operations are those of a telecommunication company and service provider as defined in these statutes, the City is not able to collect franchise fees based on gross revenue generated in Shoreline by TWTC. It may assess full administrative costs for processing

¹ A transfer of the AboveNet franchise to Zayo Group, LLC, which has acquired AboveNet's assets, is being processed for Council approval and will cover the operation of fiber installed in Aurora not included under this franchise.

the franchise application and right-of-way permits for new system improvements. In addition, 6% of gross revenue for subscribers to TWTC's telephone operations is subject to the City' utility tax under SMC 3.32.

RECOMMENDATION

Staff recommends that Council waive Council Rule 3.5 and adopt Ordinance No. 693 approving a franchise agreement for telecommunication services with TW Telecom of Washington LLC.

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

BACKGROUND

RCW 35A.47.040 authorizes code cities to permit and regulate non-exclusive franchises for use of public streets for a variety of public and private utilities, including conduits and wires for the transmission and distribution of signals and other methods of communication. The ordinance granting a franchise must receive a majority vote of the full council membership.

As well, fiber optic telecommunications firms which use the City's rights-of-way for telecommunications systems are required to have a non-exclusive franchise with the City. Shoreline Municipal Code (SMC) section 12.25.030 states that "it shall be unlawful to construct, install, maintain or operate any facility in, on, above, or below the public right-of-way without a valid franchise agreement obtained pursuant to the provision of this chapter."

Shoreline has two ordinances which codify basic regulations relating to franchises. SMC 12.25 *Right-of-Way Franchises* establishes the requirement for a franchise or other right-of-way agreement for use of the City's rights-of-way and application procedures. TWTC has complied with the application requirements of this chapter including a \$5,000 fee deposit. Grounds for revocation of a franchise are set forth in SMC 12.25.100, and these are incorporated by reference in the proposed ordinance.

SMC 12.15 *Use of Right-of-Way* provides regulations for permitting use of rights-of-way, including utilities, and will be applied if a franchise is not successfully negotiated. This chapter also includes expedited blanket and minor use permit processes for work in the right-of-way by franchisees in good standing, e.g. those in compliance with a long term franchise agreement.

Finally, undergrounding of electric and communication facilities is regulated by SMC 13.20 *Electric and Communication Facilities*, and will be applicable to this franchisee for relocation of existing underground facilities. Since the telecommunication system used by TWTC will only use the existing underground cable leased from AboveNet or new installations which are required to be placed underground by the franchise, provisions for conversion of aerial to underground facilities are not expected to apply to this system.

DISCUSSION

TWTC initially plans to lease dark fiber as part of a trunk line that runs the entire length of Aurora Avenue N in Shoreline operated by Zayo Group, LLC, which has recently acquired the asset from AboveNet (see system map – Attachment B). An application to transfer the 2011 AboveNet franchise to Zayo for the remaining trunk line fiber is being processed for future Council action. The fiber trunk line was installed originally by Metricom, and AboveNet acquired Metricom's assets out of bankruptcy. The trunk line was operated by Metricom, AboveNet, and now Zayo Group, to provide leased telecommunications capacity, or dark fiber, to other service providers, such as TWTC.

AboveNet also plans to manage telecommunications and data services for large firms in the Puget Sound region with high bandwidth needs.

TWTC is a new entrant as a fiber telecommunications system operator in Shoreline. It is a wholly owned subsidiary of TW Telecom Inc., a publicly owned company (NASDAQ: TWTC). TW Telecom Inc.'s 2013 10-K filing with the Securities and Exchange Commission (annual financial report) is available at: <http://www.twtelecom.com/investor-guide/financial-reporting/sec-filings/10Q-10K-filings/>.

A new franchisee for optic fiber telephony and internet services, especially in Shoreline's business core, promotes economic development by allowing utilization of unused capacity of an existing right-of-way by a new business. As well, adoption of this franchise makes telecommunication services more competitive for commercial properties along Aurora or elsewhere as the system is expanded.

The substantive portions of the proposed franchise are outlined below:

- Section 3: The term for this franchise is five (5) years with an extension for an additional year that may be approved by the Public Works Director for negotiation of a renewal franchise.
- Section 5. Installation of facilities is required to comply with SMC 12.25, Use of Right-of-Way, including sufficient financial guarantees for performance of work. Although new fiber installation must be underground, use of existing aerial cable is allowed, but must comply with under grounding requirements of SMC 13.20 when relocation is required by that chapter. As-built plans for new installations must be provided and installed facilities may not be abandoned without city consent. A bond will be required in the amount of \$30,000 prior to any new installations.
- Section 6. Grounds of violation of the franchise set forth in SMC 12.25.100 are incorporated by reference. Procedures for compliance under emergencies are detailed.
- Section 7. Standard insurance provisions are included in this section, including \$2,000,000 of CGL and \$1,000,000 of auto and pollution coverage.
- Section 9. Includes a City approval process for transfer of franchise rights.
- Section 10. Assesses administrative expenses for franchise administration under a representation by TWTC that it is exempt from franchise fees beyond those expenses under state law. Affirms that TWTC is subject to the 6% utility tax imposed by SMC 3.32 for telecommunication services provided to customers within Shoreline.
- Section 12. TWTC must employ ordinary care in installing, maintaining, repairing and operating their system in the right-of-way, and provides indemnification and defense to the City for claims arising from the performance of the franchise by TWTC.

Council Rule of Procedure 3.5 states that ordinances must receive three readings by Council (one of these readings is inclusion on the Council agenda planner) prior to

adoption. Given that this fiber optic franchise is generally routine in nature, staff recommends that Council waive this rule and adopt proposed Ordinance No. 693 with just two readings of the ordinance.

RESOURCE/FINANCIAL IMPACT

The fiscal impact to adopting proposed Ordinance No. 693 is unknown, as TWTC has yet to market its telecommunication services to retail customers in Shoreline. Under state law, the City is precluded from imposing franchise fees, other than costs of administration, upon telecommunication companies and service providers, as defined in RCW 35.99.010, for use of the right-of-way. Given that TWTC warrants that their operations are those of a telecommunication company and service provider as defined in these statutes, the City is not able to collect franchise fees based on gross revenue generated in Shoreline by TWTC. It may assess full administrative costs for processing the franchise application and right-of-way permits for new system improvements. In addition, 6% of gross revenue for subscribers to TWTC's telephone operations is subject to the City's utility tax under SMC 3.32.

RECOMMENDATION

Staff recommends that Council waive Council Rule 3.5 and adopt Ordinance No. 693 approving a franchise agreement for telecommunication services with TW Telecom of Washington LLC.

ATTACHMENTS:

- Attachment A: Proposed Ordinance No. 693, Franchise Agreement for Telecommunication Services with TW Telecom of Washington LLC
- Attachment B: Map of existing TW Telecom of Washington system

ORDINANCE NO. 693

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO TW TELECOM OF WASHINGTON LLC, LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A TELECOMMUNICATIONS SYSTEM IN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, TW TELECOM OF WASHINGTON LLC, herein after referred as “TWTC,” is a telecommunications company that, among other things, provides voice, and data services to customers, including those in the Puget Sound Region; and

WHEREAS, TWTC’s desired route through the City of Shoreline, hereinafter referred to as “City,” requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a telecommunications system; and

WHEREAS, the City Council has determined that the use of portions of the City's rights-of-way for installation of telecommunications system benefits local businesses and the region as a result of such services; and

WHEREAS, the franchises for use of public rights-of-way allow for the construction of amenities necessary to serve the future needs of the citizens of Shoreline and the coordination, planning, and management of the City's rights-of-way is necessary to ensure that the burden of costs relating to use of the public rights-of-way are fairly allocated; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way and RCW 35A.47.040 grants the City broad authority to grant nonexclusive franchise agreements; now therefore;

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

Section 1. Non-exclusive Franchise Granted.

A. The City hereby grants to TWTC, subject to the conditions prescribed in this ordinance ("Franchise Agreement"), the franchise rights and authority to construct, install, replace, repair, monitor, maintain, use and operate the equipment and facilities necessary for a telecommunications system in, under, on, across over, and through, the City-owned rights-of-way generally described in Exhibit A, and hereinafter referred to as the "Franchise Area." Facilities includes all wires, lines, cables, conduit, equipment, switches, and supporting structures located in the City’s right-of-way, utilized by TWTC in the operation of activities authorized by this Franchise Agreement.

B. The foregoing franchise rights and authority (“Franchise”) shall not be deemed to be exclusive to TWTC and shall in no way prohibit or limit the City's ability to grant other franchises, permits, or rights along, over, or under the areas to which this Franchise has been granted to TWTC; provided, that such other franchises do not unreasonably interfere with TWTC’s exercise of franchise rights granted herein as determined by the City. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the City from using the Franchise Area or affect the City's jurisdiction over such area in any way.

C. This Franchise Agreement authorizes TWTC to occupy and use the Franchise Area. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Franchise Area to TWTC.

Section 2. Authority. The Public Works Director or his or her designee is hereby granted the authority to administer and enforce the terms and provisions of this Franchise Agreement and may develop such lawful and reasonable rules, policies, and procedures as he or she deems necessary to carry out the provisions contained herein.

Section 3. Franchise Term. The franchise rights granted herein shall remain in full force and effect for a period of five years from the effective date of this ordinance. However, this Franchise Agreement shall not take effect and TWTC shall have no rights under this Franchise Agreement unless a written acceptance with the City is received pursuant to Section 4 of this agreement. If TWTC requests a renewal request prior to the expiration date, the Public Works Director may, at the City's sole discretion, extend the term of this Franchise Agreement for up to one year beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Franchise Agreement, written notice of the extension shall be provided to TWTC prior to the Franchise expiration date.

Section 4. Acceptance of Terms and Conditions. The full acceptance of this Franchise Agreement and all the terms and conditions shall be filed with the City Clerk within 30 days of the effective date of this ordinance in the form attached hereto as Exhibit B. Failure on the part of TWTC to file said consent within 30 days of the effective date of this ordinance shall result in this ordinance having no further force or effect and all rights granted under this Franchise Agreement shall terminate.

Section 5. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this Franchise Agreement and may result in some or all of the penalties specified in Section 6.

A. **Permit Required.** No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Franchise Area without first obtaining appropriate right of way use permits required under SMC 12.15 from the City of Shoreline and compliance with the permit. In case of an emergency, TWTC shall, within 24 hours of the emergency work performed, obtain a permit from the City of Shoreline Public Works Department.

B. **Construction Standards.** Any construction, installation, maintenance, and restoration activities performed by or for TWTC within the Franchise Area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to City's Engineering Development Manual and with Title 12 of the Shoreline Municipal Code.

C. **Underground Installation Required.** All telecommunications cables and junction boxes or other vaulted system components shall be installed underground unless otherwise exempted from this requirement, in writing, by the Public Works Director. Should TWTC utilize existing aerial telecommunication facilities under lease or license from another franchisee, TWTC agrees to cooperate in relocating to underground facilities when required by SMC 13.20 *Electric and Communication* for a City capital improvement project or joint trench opportunity.

D. **Relocation.**

1. Whenever the City causes a public improvement to be constructed within the Franchise Area, and such public improvement requires the relocation of TWTC's facilities, the City shall provide TWTC with written notice requesting such relocation along with plans for the public improvement that are sufficiently complete to allow for the initial evaluation, coordination and the development of a relocation plan. The City and TWTC shall meet at a time and location determined by the City to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details.

2. To ensure timely execution of relocation requirements, TWTC shall, upon written request from the City, provide at TWTC's expense, base maps, current as-built information, detailed relocation plan (including detailed schedule of relocation activities, identification of critical path, identification of facilities, and relocation procedures), and other design, technical or operational requirements within the timeframe specified by the City.

3. TWTC may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation within a reasonable time specified by the City. Such alternatives shall include the use and operation of temporary facilities in adjacent rights of way. The City shall evaluate such alternatives and advise TWTC in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If requested by the City, TWTC shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by TWTC full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, TWTC shall relocate its facilities as otherwise specified in Section 5.E.

4. Upon final approval of the relocation plan by the City, TWTC shall at its own expense, unless otherwise prohibited by statute, and at the timeframe specified by the City, temporarily or

permanently remove, relocate, place underground, change or alter the position of any facilities or structures within the right-of-way whenever the City has determined that such removal, relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, or operation of any public improvement in or upon the rights-of-way, or for public safety.

5. If during the construction, repair, or maintenance of the City's public improvement project an unexpected conflict occurs with TWTC's facilities, TWTC shall upon notification from the City, respond within 24 hours to resolve the conflict.

E. **Removal or Abandonment.** Upon the removal from service of any TWTC structures, facilities and amenities within the Franchise Area, TWTC shall comply with all applicable standards and requirements prescribed by the City of Shoreline Public Works Department for the removal or abandonment of said structures and facilities. No facility constructed or owned by TWTC may be abandoned without the express written consent of the City.

F. **Bond.** Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise Agreement, TWTC shall upon the request of the City, furnish a bond executed by TWTC and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of TWTC's obligations under this Franchise Agreement, provided, however, that such sum shall not exceed 100% of the project construction cost of the proposed telecommunications system work by TWTC in the City rights-of-way. At TWTC's sole option, TWTC may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of security shall be in the form reasonably acceptable to the City. The bond shall be conditioned so that TWTC shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Franchise Agreement, and to repair or replace any defective TWTC work or materials discovered in the City's roads, streets, or property.

G. **"One-Call" Location & Liability.** TWTC shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to TWTC's system components or for interruptions in service to TWTC customers which are a direct result of work performed for any City project for which TWTC has failed to properly locate its lines and facilities within the prescribed time limits and guidelines established by One-Call. The City shall also not be liable for any damages to the TWTC system components or for interruptions in service to TWTC customers resulting from work performed under a permit issued by the City.

H. **As-Built Plans Required.** TWTC shall maintain accurate engineering plans and details of all installed system facilities, , within the City limits, and shall provide such information in both paper form and electronic form using the most current Autocad version prior to close-out of any permit issued by the City and any work undertaken by TWTC pursuant to this Franchise Agreement. The City shall determine the acceptability of any as-built submittals provided under this Section.

I. **Recovery of Costs.** TWTC shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise Agreement or under ordinances of the City.

J. **Vacation.** If, at any time, the City shall vacate any City road, right-of-way or other City property which is subject to rights granted by this Franchise Agreement and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving 30 days written notice to TWTC, terminate this Franchise Agreement with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to TWTC by reason of such termination other than those provided for in RCW 35.99.

Section 6. Franchise Compliance.

A. **Franchise Violations.** The failure by TWTC to fully comply with any of the provisions of this Franchise Agreement or conditions of breach listed in SMC 12.25.100 may result in a written notice from the City which describes the violations of the Franchise Agreement and requests remedial action pursuant to SMC 12.25.100.

B. Emergency Actions.

1. If any of TWTC's actions, or any failure by TWTC to act to correct a situation caused by TWTC, is deemed by the City to create a threat to life or property, financial harm, or cause a delay of

the construction, repair or maintenance of the public improvement, the City may order TWTC to immediately correct said threat, financial harm, or delay or, at the City's discretion, the City may undertake measures to correct said threat, financial harm or delay itself; provided that, when possible, the City shall notify TWTC and give TWTC an opportunity to correct within a reasonable specified time, said threat, financial harm or delay before undertaking such corrective measures. TWTC shall be liable for all reasonable costs, expenses, and damages attributed to the correction of such an emergency situation as undertaken by the City to the extent that such situation was caused by TWTC and shall further be liable for all reasonable costs, expenses, and damages resulting to the City from such situation and any reimbursement of such costs to the City shall be made within 30 days of written notice of the completion of such action or determination of damages by the City. The failure by TWTC to take appropriate action to correct a situation caused by TWTC and identified by the City as a threat to public or private safety or property, financial harm, or delay of the construction, repair or maintenance of the public improvement shall be considered a violation of the terms of this Franchise Agreement.

2. If during construction or maintenance of TWTC's facilities any damage occurs to an underground facility and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health, or property, TWTC or its contractor shall immediately call 911 or other local emergency response number.

C. **Other Remedies.** Nothing contained in this Franchise Agreement shall limit the City's available remedies in the event of TWTC's failure to comply with the provisions of this Franchise Agreement, to include but not limited to, the City's right to a lawsuit for specific performance and/or damages.

D. **Removal of System.** In the event that this Franchise Agreement is terminated as a result of violations of the terms of this Franchise Agreement, TWTC shall at its sole expense, promptly remove all system components and facilities, provided that the City, at its sole option, may allow TWTC to abandon its facilities in place.

Section 7. Insurance.

A. TWTC shall maintain liability insurance written on a per occurrence basis during the full term of this Franchise Agreement for personal injuries and property damages. The policy or policies shall afford insurance covering all operations, vehicles, and employees with the following limits and provisions:

1. Comprehensive general liability insurance with limits of not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including contractual liability; personal injury; explosion hazard, collapse hazard, and underground property damage hazard; products; and completed operations.
2. Business automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned, and hired auto coverage, as applicable.
3. Contractors' pollution liability insurance, on an occurrence form, with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage

B. Such insurance shall specifically name as additional insured, the City, its officers, and employees, shall apply as primary insurance, shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder, and shall further provide that the policy shall not be canceled during the life of the permit or Franchise Agreement without giving 30 days written notice to the City. Notice shall be by mail to the City. TWTC may utilize primary and umbrella liability insurance policies to satisfy insurance policy limits required herein.

C. If the City determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require additional insurance to be acquired. The City shall provide written notice should the City exercise its right to require additional insurance.

Section 8. Other Permits & Approvals. Nothing in this Agreement shall relieve TWTC from any obligation to obtain approvals or necessary permits from applicable federal, state, and City authorities for all activities in the Franchise Area.

Section 9. Transfer of Ownership.

A. The rights, privileges, benefits, title, or interest provided by this Franchise Agreement shall not be sold, transferred, assigned, or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by other hypothecation, or by assignment of any rights, title, or interest in TWTC's telecommunications system in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this franchise. Approval shall not be required for any transfer from TWTC to another person or entity controlling, controlled by, or under common control with TWTC or if TWTC adopts a new company name without a change in control. TWTC may license fibers to other users operating a telephone business or service providers without the consent of the City provided that TWTC remains solely responsible for the terms and conditions outlined in this Franchise Agreement and provides the City with written notice of licenses or leases for such purposes. The licensing or lease of fibers for other uses shall require a separate assignment, franchise or right of way agreement approved by the City.

B. In any transfer of this Franchise which requires the approval of the City, TWTC shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Franchise Agreement can be met to the full satisfaction of the City. The qualifications of any transferee shall be determined by hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council. Any actual and reasonable administrative costs associated with a transfer of this Franchise which requires the approval of the City, shall be reimbursed to the City within 30 days of such transfer.

Section 10. Administrative Fees and Utility Tax

A. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees for any "telephone business" as defined in RCW 82.16.010 or "service provider" as defined in RCW 35.99.010, except that fees may be collected for administrative expenses related to such franchise and a utility tax may be assessed. TWTC does hereby warrant that its operations as authorized under this Franchise Agreement are those of a telephone business as defined in RCW 82.16.010 or of a service provider as defined in 35.99.010.

B. TWTC shall be subject to an administrative fee for reimbursement of the actual costs associated with the preparation, processing, and approval of this Franchise Agreement, not to exceed \$5,000. These costs shall include but not be limited to wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of City's right-of-way. Administrative fees exclude normal permit fees for permits issued under Chapter 12.15 of the Shoreline Municipal Code. The franchise application deposit shall be applied to final payment of the one-time administrative fee within 30 days after franchise approval.

C. In the event TWTC submits a request for work beyond the scope of this Franchise Agreement, or submits a complex project that requires significant comprehensive plan review, or inspection, TWTC shall reimburse City for amendments and expenses associated with the project. TWTC shall pay such costs within 30 days of receipt of bill from the City.

D. Failure by TWTC to make full payment of bills within the time specified shall be considered sufficient grounds for the termination of all rights and privileges existing under this ordinance utilizing the procedures specified in Section 6 of this ordinance.

E. If TWTC provides services to customers within the City, TWTC shall become subject to the City's utility tax set forth in Chapter 3.32 of the Shoreline Municipal Code.

Section 11. Notices. Any notice to be served upon the City or TWTC shall be delivered to the following addresses respectively:

City of Shoreline
City Clerk's Office
17500 Midvale Avenue N
Shoreline, WA 98133-4905
Phone: (206) 801 – 2700

Greg Diamond
Vice President, Regulatory
TW Telecom of Washington LLC.
10475 Park Meadow Drive
Littleton, CO 80124
Email: greg.diamond@twtelecom.com
Phone: 206-676-8052

with an additional copy to:

Tina Davis
Senior VP & General Counsel
TW Telecom of Washington LLC.
10475 Park Meadow Drive
Littleton, CO 80124
Email: tina.davis@twtelecom.com
Phone: 303-566-1279

Section 12. Indemnification.

A. TWTC shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and facilities within the Franchise Area. TWTC shall indemnify, defend and hold the City, its agents, officers or employees harmless from all claims, actions or damages or expense of any nature, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent or intentional act or omission of TWTC, its officers, agents, servants or employees, contractors, or subcontractors in the performance of the rights, benefits, and privileges granted to TWTC by this Franchise. In the event any claim or demand is presented to or filed with the City which gives rise to TWTC's obligation pursuant to this Section, the City shall within a reasonable time notify TWTC thereof and TWTC shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which the City is named a party, and which suit or action is based on a claim or demand which gives rise to TWTC's obligation pursuant to this Section, the City shall promptly notify TWTC thereof, and TWTC shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, TWTC may, at its election and at its sole cost and expense, settle or compromise such suit or action. This Section shall not be construed to require TWTC to:

1. protect and save the City harmless from any claims, actions, or damages;
2. settle or compromise any claim, demand, suit, or action;
3. appear in or defend any suit or action; or,
4. pay any judgment or reimburse the City's costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence or intentional acts of the City, its employees, agents or independent contractors.

B. The City shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this Franchise when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.

C. Should a court of competent jurisdiction determine that this franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of TWTC and the City, its officers, employees and agents, TWTC's liability hereunder shall be only to the extent of TWTC's negligence.

D. With respect to the performance of this Franchise and as to claims against the City, its officers, agents and employees, TWTC expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents and employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of TWTC's officers, agents or employees. This waiver has been mutually negotiated by the parties.

Section 13. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, either party may deem the entire ordinance to be affected and thereby nullified. However, in the event that a determination is made that a

section, sentence, clause, or phrase in this ordinance is invalid or unconstitutional, the parties may agree to treat the portion declared invalid or unconstitutional as severable and maintain in force the remaining provisions of this ordinance; provided that, if the City elects, without agreement by TWTC, to enforce the remaining provisions of the ordinance, TWTC shall have the option to terminate the Franchise Agreement.

Section 14. Reservation of Rights. The parties agree that this agreement is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this agreement or any local ordinance which may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this agreement, it being the intention of the parties to preserve their respective rights and remedies under the law, and that the execution of this agreement does not constitute a waiver of any rights or obligations by either party under the law.

Section 15. Police Powers. Nothing contained herein shall be deemed to affect the City’s authority to exercise its police powers. TWTC shall not by this Franchise Agreement obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Franchise Agreement. This Franchise Agreement and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits.

Section 16. Future Rules, Regulations, and Specifications. TWTC acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to TWTC, shall thereafter govern TWTC’s activities hereunder; provided, however, that in no event shall regulations:

- A. materially interfere with or adversely affect TWTC’s rights pursuant to and in accordance with this Franchise Agreement; or
- B. be applied in a discriminatory manner as it pertains to TWTC and other similar user of such facilities.

Section 17. Cost of Publication. The cost of the publication of this Ordinance shall be borne by TWTC.

Section 18. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL ON JUNE 23, 2014.

Mayor Shari Winstead

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Ian Sievers
City Attorney

Date of Publication: , 2014
Effective Date: , 2014

Attachments:

- Exhibit A – TW Telecom of Washington LLC Fiber Optic Systems Description and Route Map
- Exhibit B – TW Telecom of Washington LLC Franchise Agreement Acceptance Form

EXHIBIT A

TW Telecom of Washington LLC Fiber Optic System Description and Route Map

TWTC's fiber optic system is comprised of fiber optic cable, conduit, electronics and related equipment and facilities, including owned facilities and facilities leased to Franchisee by other entities for the Franchisee's exclusive use.

Route Map of certain fiber presently leased by TWTC

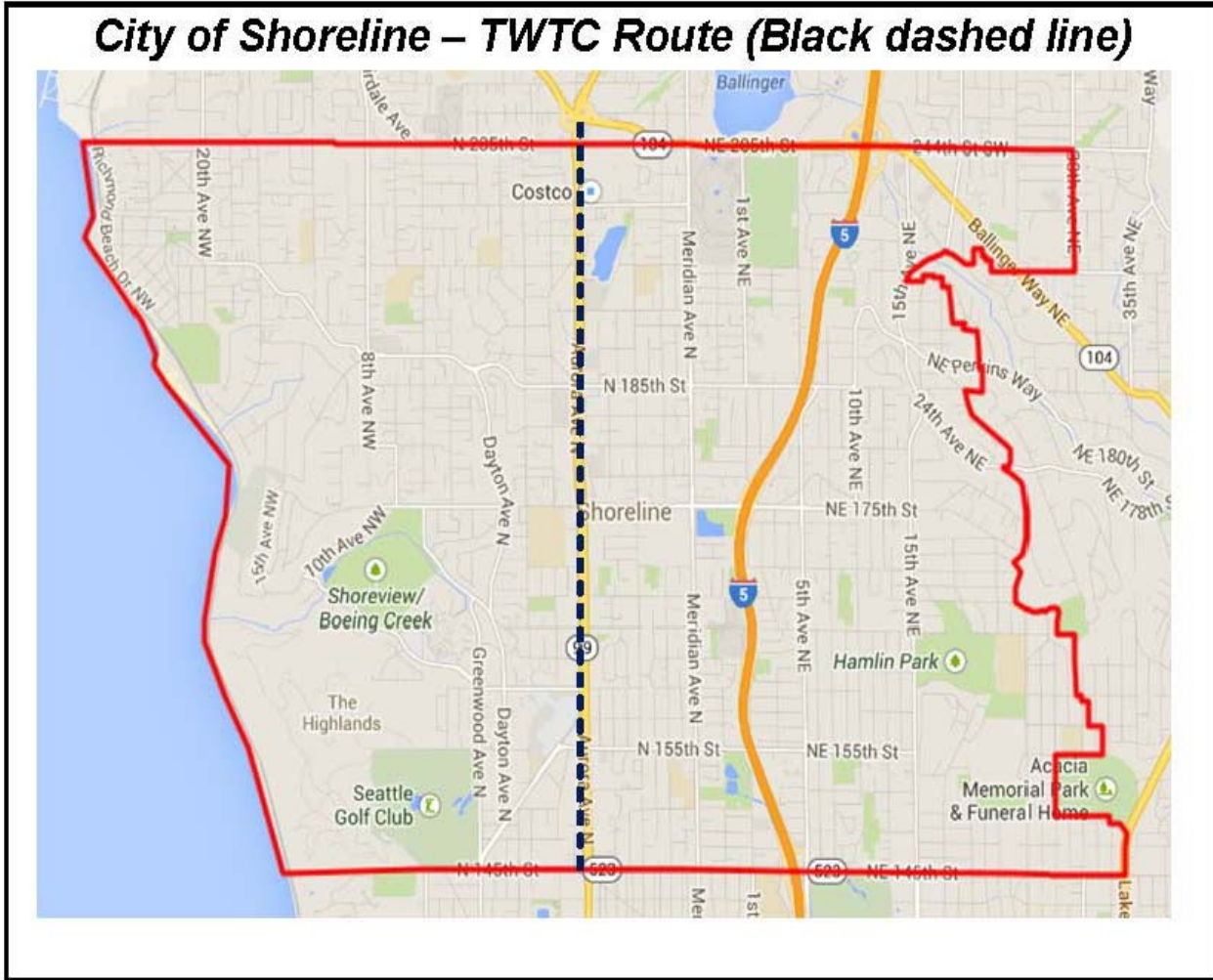


EXHIBIT B

TW Telecom of Washington LLC Franchise Agreement Acceptance Form

Date : _____

City of Shoreline
City Clerk's Office
17500 Midvale Avenue N
Shoreline, WA 98133-4905

Re: Ordinance No. 693 Adopted on _____

Dear City Clerk:

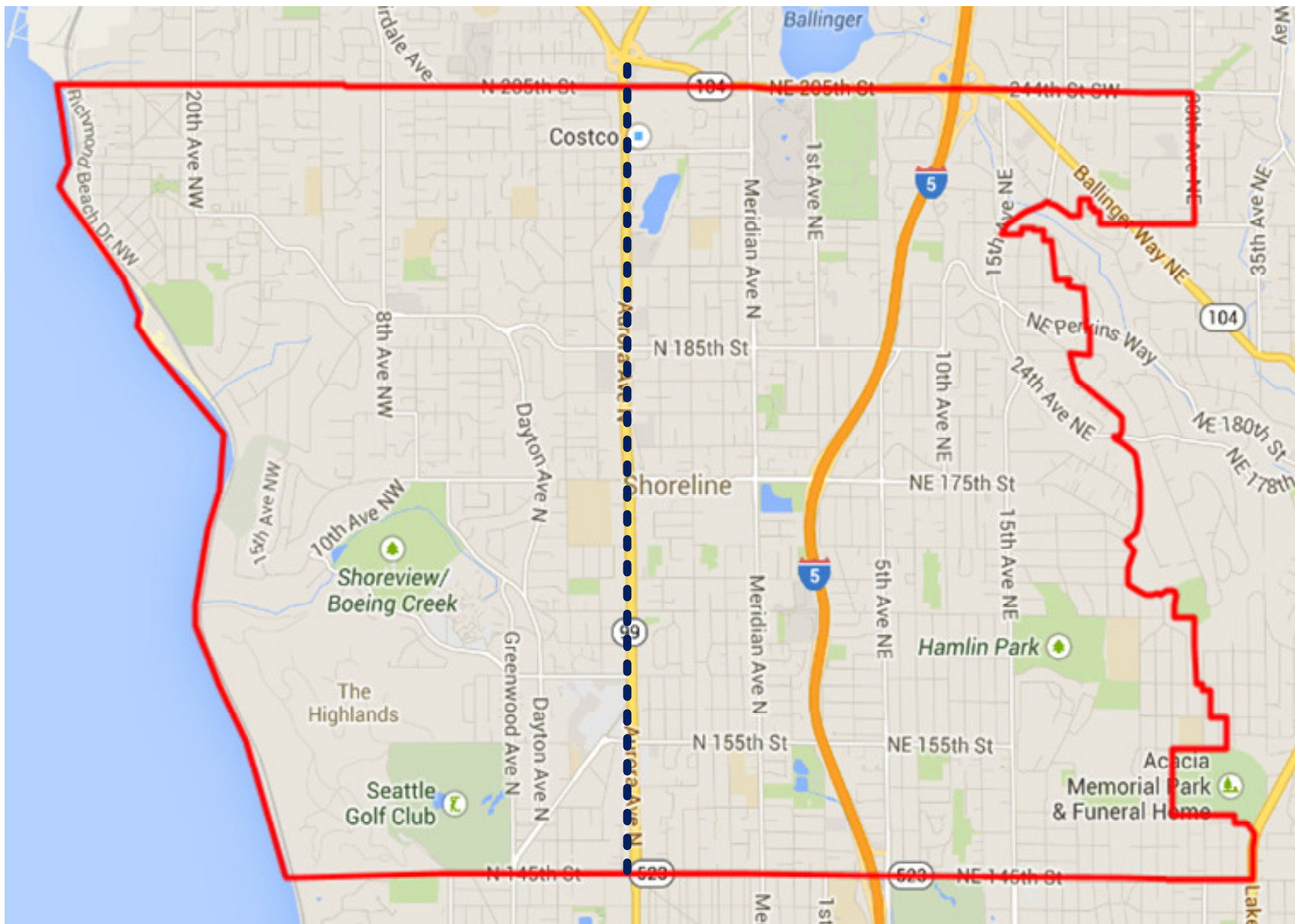
In accordance with and as required by Section 4 of City of Shoreline Ordinance No. 693, passed by the City Council and approved by the Mayor on _____ (the "Ordinance"), tw telecom of washington llc hereby accepts the terms, conditions and obligations to be complied with or performed by it under the Ordinance.

Sincerely,

Signature

Printed Name and Title

City of Shoreline – TWTC Route (Black dashed line)



CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Resolution No. 360 Ratifying the King County Countywide Planning Policies
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Steve Szafran, AICP, Senior Planner
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On March 31, 2014, the Metropolitan King County Council approved and ratified amendments to the King County Countywide Planning Policies (CPP). The one amendment the County Council approved and ratified was to add the Central Issaquah Urban Core as an Urban Center.

In accordance with the Countywide Planning Policies, G-1 (e), amendments must be ratified within 90 days of King County approval and require affirmation by the county and cities and towns representing at least 70 percent of the county population and 30 percent of those jurisdictions. Ratification is either by an affirmative vote of the city's or town's council or by no action being taken within the ratification period.

The City of Shoreline has until July 11, 2014 to disapprove any amendments in the CPPs.

RESOURCE/FINANCIAL IMPACT:

There are no financial impacts associated with this action.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 360 to ratify King County's Countywide Planning Policies as recommended by the Metropolitan King County Council.

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

BACKGROUND

The Growth Management Planning Council (GMPC) was formed in 1992 to guide the development of the Countywide Planning Policies (CPPs). The GMPC is a representative body of elected officials from King County, the City of Seattle, the City of Bellevue and the Sound Cities Association (SCA). Shoreline is a member of the SCA. Key actions established by the CPPs are:

- Establish housing and employment targets for each jurisdiction;
- Adopt local comprehensive plans pursuant to GMA and CPPs;
- Develop land use capacity and urban density evaluation program;
- Work to maintain permanent rural areas; and
- Develop a growth management monitoring program.

In 2010 and 2011, the GMPC undertook the first comprehensive evaluation of the CPPs since their initial adoption and enacted amendments to the CPPs in 2012. A full set of updated policies is required to bring the CPPs into compliance with the multicounty planning policies (VISION 2040) adopted by the Puget Sound Regional Council in 2008. VISION 2040 is the regional growth strategy for the four-county region including King, Kitsap, Pierce and Snohomish Counties.

On March 31, 2014, the Metropolitan King County Council approved and ratified amendments to the King County Countywide Planning Policies (CPP) through King County Ordinance No. 17783 (Attachment A). The Urban Growth Area map in the 2012 King County Countywide Planning Policies was amended to add the Central Issaquah Urban Core as a designated Urban Center (Attachment B).

In accordance with the Countywide Planning Policies, G-1 (e), amendments must be ratified within 90 days of King County approval and require affirmation by the county and cities and towns representing at least 70 percent of the county population and 30 percent of those jurisdictions. Ratification is either by an affirmative vote of the city's or town's council or by no action being taken within the ratification period. Adoption of proposed Resolution No. 360 (Attachment C) would provide for this affirmative vote. The City of Shoreline has until July 11, 2014 to disapprove any amendments in the CPPs.

ANALYSIS

The City of Issaquah proposed an amendment that the Central Issaquah Urban Core be designated as an Urban Center in the Countywide Planning Policies. The Issaquah City Council authorized nomination of the Central Issaquah Urban Core for Urban Center on April 15, 2013. This amendment was reviewed by the Growth Management Planning Council on May 29, 2013 (Attachment D).

The proposed Urban Center is approximately 461 acres and includes several of Issaquah's top employers, including Costco's corporate headquarters. Most of Issaquah's future housing and job growth (CPPs Targets - 5,750 housing units and 20,000 jobs) is planned for Central Issaquah and the proposed Urban Center. This

growth will transform the Urban Center from a collection of strip malls and office buildings into a more livable, sustainable and balanced mixed use community. Planned growth is 51 jobs and 15.58 housing units per acre within Issaquah's Urban Center.

Requirements for Urban Center Designation

The CPPs describe Urban Centers as areas of concentrated employment and housing, with direct service by high-capacity transit and a wide range of other land uses. Collectively, they are expected to account for up to one half of King County's employment growth and one quarter of household growth over the next 20 years. In order to be designated as an Urban Center, jurisdictions must meet specific criteria in the Countywide Planning Policies, including having planned land uses to accommodate:

- A minimum of 15,000 jobs within one-half mile of an existing or planned transit center;
- At a minimum, an average of 50 employees per gross acre within the Urban Center; and
- At a minimum, an average of 15 households per acre within the Urban Center.

In addition, the CPPs require that fully realized Urban Centers shall be characterized by the following:

- Clearly defined geographic boundaries;
- An intensity/density of land uses sufficient to support effective and rapid transit;
- Pedestrian emphasis within the Center;
- Emphasis on superior urban design which reflects the local community;
- Limitations on single-occupancy vehicle usage during peak commute hours;
- A broad array of land uses and choices within those land uses for employees and residents;
- Sufficient public open spaces and recreational opportunities; and
- Uses which provide both daytime and nighttime activities in the Center.

Applicable Countywide Planning Policies

The Countywide Planning Policies provide direction about the process for designating Urban Centers followed by Issaquah's Urban Core qualifications in italics.

DP-29 Concentrate housing and employment growth within designated Urban Centers.

7,185 new residential units and 27,565 new jobs are planned for the 461 acre Urban Center.

DP-30 Designate Urban Centers in the Countywide Planning Policies where city-nominated location meets the criteria in policies DP-31 and DP-32 and where the city's commitments will help ensure the success of the center.

The City's commitment to becoming an Urban Center is summarized in Attachment D – City of Issaquah Staff Report to the Growth Management

Planning Council. These actions are the result of six years of community planning.

Urban Centers will be limited in number and located on existing or planned high capacity transit corridors to provide a framework for targeted private and public investments that support regional land use and transportation goals. The Land Use Map in Appendix 1 shows the locations of designated Urban Centers.

Issaquah's proposed Urban Center is located adjacent to I-90, a designated high capacity transit (HCT) corridor in the 2005 Sound Transit Long Range Plan.

DP-31 Allow designation on new Urban Centers where the proposed Center:

- a) Encompasses an area up to one and a half square miles; and**

The proposed Issaquah Center is 461 acres (.72 square miles).

- b) Has adopted zoning regulations and infrastructure plans that are adequate to accommodate:**

New mixed use urban density zoning districts were adopted for the proposed Urban Center on April 15, 2013. The Central Issaquah Plan EIS identifies specific measures to assure that the City's infrastructure plans are adequate to accommodate the planned growth.

- i) A minimum of 15,000 jobs within one-half mile of an existing or planned high-capacity transit station.**

The adopted Central Issaquah Plan includes a conceptual HCT I-90 corridor and four potential light rail stations. Three of the four potential stations meet this criterion.

- ii) At a minimum, an average of 50 employees per gross acre within the Urban Center; and,**

The Central Issaquah Plan anticipates 23,555 jobs in the proposed center – an average of 51.1 employees per gross acre.

- iii) At a minimum, an average of 15 housing units per gross acre within the Urban Center.**

The Central Issaquah Plan anticipates 7,185 new residential units in the proposed center – an average of 15.58 units per gross acre.

Adopt a map and housing and employment growth targets in City comprehensive plans for each Urban Center, and adopt policies to promote and maintain quality of life in the Center through:

The Central Issaquah Plan includes a Land Use Map, including the proposed Urban Center and housing and employment targets.

- **A broad mix of land uses that foster both daytime and nighttime activities and opportunities for social interaction;**

The adopted Development and Design Standards allow a mix of uses vertically and horizontally.

- **A range of affordable and healthy housing choices;**

The Housing Element of the Central Issaquah Plan includes policies addressing housing choices and affordability. Residential and mixed use residential development in the proposed Urban Center is required to provide not less than ten percent of the residential units for mid-moderate incomes. Affordable housing is also one of the required public benefits to participate in the City's density bonus program within the Development and Design Standards.

- **Historic preservation and adaptive reuse of historic places;**

The City of Issaquah's Comprehensive Plan includes policies to preserve natural, cultural and historic resources.

- **Parks and public open spaces that are accessible and beneficial to all residents in the Urban Center;**

The proposed Urban Center will be served by a "Green Necklace" of connected urban parks, green space and pedestrian corridors and three new parks. The proposed Urban Center is also adjacent to Lake Sammamish State Park (512 acres) and Issaquah's 30 acre Tibbetts Valley Park.

- **Strategies to increase tree canopy within the Urban Center and incorporate low-impact development measures to minimize stormwater runoff.**

The Central Issaquah Development and Design Standards establish minimum tree densities, tree removal standards and tree replacement requirements.

City Codes require redevelopment to be consistent with low impact development measures, including narrow streets and impervious pavement.

- **Facilities to meet human service needs;**

The Community Food and Clothing Bank is within walking distance from the proposed Center. The City provides financial support to a variety of local and regional human service programs that serve Issaquah.

- **Superior Urban Design which reflect the local community vision for compact urban development.**

The City adopted new Development and Design Standards for the proposed Urban Center to promote pedestrian oriented development and create a sense of place.

- **Pedestrian and bicycle mobility, transit use and linkages between these modes;**

The vision for the proposed Urban Center is to create a “connected urban community where pedestrians are priority”. This vision is implemented through related plan policies and the adopted Development and Design Standards.

- **Planning for complete streets to provide safe and inviting access to multiple travel modes, especially bicycle and pedestrian travel; and,**

Chapter 6.0 Circulation of the Development and Design Standards will “create a complete streets network” for the Urban Center. In addition, the Central Issaquah Plan identifies a number of strategies for Central Issaquah to become bike friendly.

- **Parking management and other strategies that minimize trips made by single-occupant vehicles, especially during peak commute periods.**

Approximately 75% of the developed land in Central Issaquah is currently used for parking. The new Development and Design Standards replace the City’s current suburban parking standards with new parking requirements and policies to encourage transit use and walking. The Central Issaquah Plan includes a commitment to achieve a 17% transit, transit supportive and nonmotorized mode split.

DP-33

Form the land use foundation for a regional high-capacity transit system through the designation of a system of Urban Centers. Urban Centers should receive high priority for the location of transit service.

The Sound Transit 2 Plan (ST2) proposal to extend rail service to Issaquah will play an important role in connecting Issaquah to other regional employment and housing centers. The designation of the Central Issaquah Urban Core as an Urban Center will support future transit investment in the I-90 HCT corridor.

GMPC and King County Council Decision

The GMPC staff has declared that the City of Issaquah has demonstrated its commitment to developing a fully realized Urban Center as envisioned in the CPPs. Specific findings include:

- Issaquah’s comprehensive plan and downtown plan establish the policy framework for achieving a compact, mixed use, transit and pedestrian oriented Urban Center.
- Issaquah has implemented its plans with supportive land use and development regulations, including unlimited residential density in the downtown zone, increased height limits, design guidelines and streamlined permit processing.
- The city has planned for future growth within the Urban Center through recent investments in utility, street and sidewalk upgrades, and in land assembly and acquisition. These efforts include plans for a mixed-use Town Square development, and plans for a transit-oriented development project.

King County Council and their staff have also had an opportunity to thoroughly review the city’s proposal, and concurs that it meets the requirements in the CPPs for designation as an Urban Center.

RESOURCE/FINANCIAL IMPACT

There are no financial impacts associated with this action.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 360 to ratify King County’s Countywide Planning Policies as recommended by the Metropolitan King County Council.

ATTACHMENTS:

Attachment A – King County Ordinance No. 17783

Attachment B – Urban Growth Area Map

Attachment C – Proposed Resolution No. 360

Attachment D – May 29, 2013 City of Issaquah Staff Report to the Growth Management Planning Council



KING COUNTY

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

April 1, 2014

Ordinance 17783

Proposed No. 2014-0072.1

Sponsors Dembowski

1 AN ORDINANCE adopting Growth Management Planning Council
2 Motion 13-1 and ratifying Motion 13-1 for unincorporated King
3 County.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Findings:

6 A. King County Countywide Planning Policy DP-31 allows for designation of new Urban
7 Centers.

8 B. The city of Issaquah has demonstrated that the Central Issaquah Urban Core meets the criteria
9 listed in Policy DP-3.

10 C. On May 29, 2013, the city of Issaquah briefed the Growth Management Planning Council on
11 the proposal to designate the Central Issaquah Urban Core as an Urban Center.

12 D. On September 25, 2013, the Growth Management Planning Council adopted Motion 13-1
13 amending the urban Growth Area map in the 2012 King County Countywide Planning Policies to add the
14 Central Issaquah Urban Core as an Urban Center.

15 SECTION 2. The amendment to the 2012 King County Countywide Planning Policies, as shown
16

17 in Attachment A to this ordinance, is hereby adopted and ratified on behalf of the population of
18 unincorporated King County.

19

Ordinance 17783 was introduced on 3/3/2014 and passed by the Metropolitan King County Council on 3/31/2014, by the following vote:

Yes: 7 - Mr. Phillips, Mr. Gossett, Ms. Hague, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove

No: 0

Excused: 2 - Mr. von Reichbauer and Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

[Signature]
FOR: Larry Phillips, Chair

ATTEST:

[Signature]
Anne Noris, Clerk of the Council

APPROVED this 2 day of APRIL, 2014.

[Signature]
Dow Constantine, County Executive

RECEIVED
2014 APR -3 AM 11:32
CLERK
KING COUNTY COUNCIL

Attachments: A. GMPC Motion No. 13-1

9/25/13

ATTACHMENT A

Sponsored By: Executive Committee

GMPC MOTION NO. 13-1

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A MOTION to amend to the Urban Growth Area map in the 2012 King County Countywide Planning Policies to add the Central Issaquah Urban Core as an Urban Center.

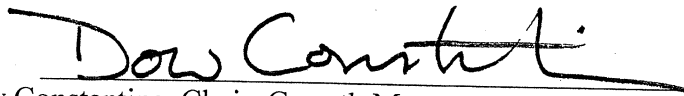
WHEREAS, accommodating growth in Urban Centers allows King County to meet a range of objectives including providing a land use framework for an efficient and effective regional transportation system; and

WHEREAS, Countywide Planning Policy DP-31 allows for designation of new Urban Centers; and

WHEREAS, the City of Issaquah has demonstrated that the Central Issaquah Urban Core meets the criteria listed in Policy DP-31; and

WHEREAS, City of Issaquah briefed the Growth Management Planning Council on the proposal to designate the Central Issaquah Urban Core as an Urban Center at its meeting on May 29, 2013.

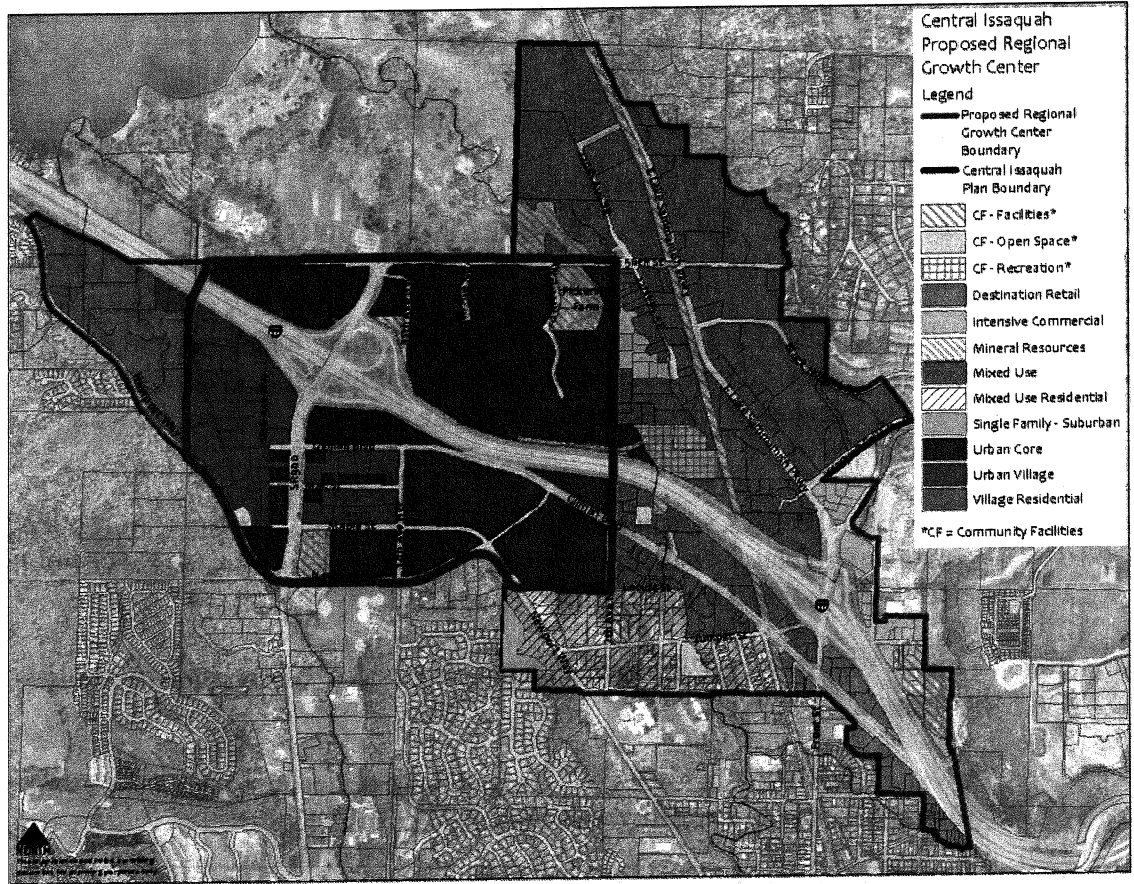
NOW THEREFORE BE IT RESOLVED that the Growth Management Planning Council of King County hereby recommends that the Urban Growth Area map in the 2012 King County Countywide Planning Policies be amended to add the Central Issaquah Urban Core as an Urban Center as shown on attachment A to this motion.

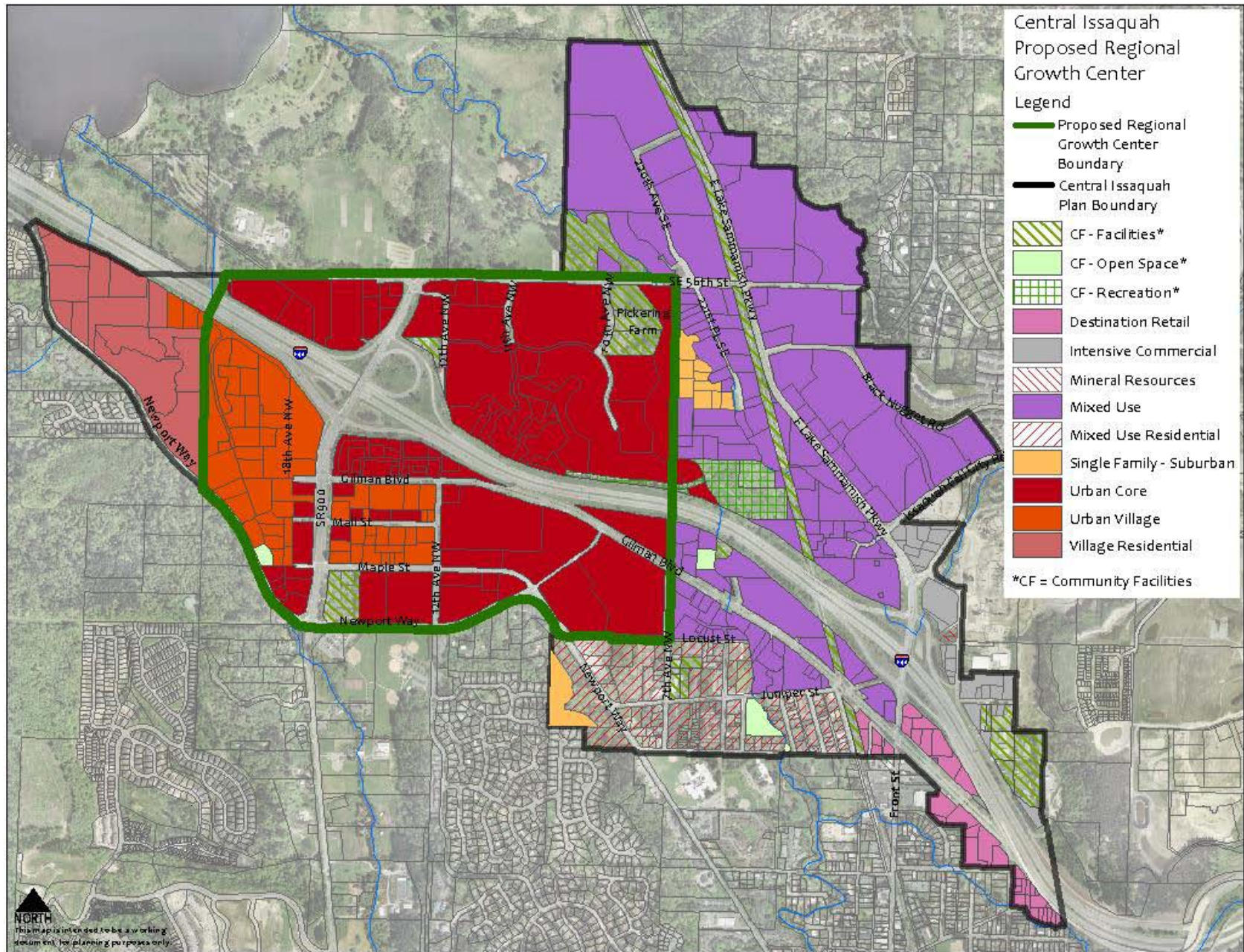


Dow Constantine, Chair, Growth Management Planning Council

Attachment A: Central Issaquah Urban Core map

Attachment A to Motion 13-1





RESOLUTION NO. 360

**A RESOLUTION OF THE CITY OF SHORELINE,
WASHINGTON, RATIFYING THE AMENDMENTS TO THE
KING COUNTY COUNTYWIDE PLANNING POLICIES.**

WHEREAS, on March 31, 2014, the King County Council adopted Ordinance No. 17783; and

WHEREAS, with the adoption of Ordinance No. 17783, the King County Council approved and ratified a single amendment to the 2012 King County Countywide Planning Policies; and

WHEREAS, Ordinance No. 17783 amended the Urban Growth Area map in the Countywide Planning Policies to designate the Central Issaquah Urban Core as an Urban Center; and

WHEREAS, in accordance with Countywide Planning Policy G-1, any amendment must be ratified within 90 days of King County's approval and requires affirmation by the county and cities and towns representing at least 70 percent of the county population and 30 percent of those jurisdictions; and

WHEREAS, it has been found by the City County that these amendments to the Countywide Planning Policies are not in conflict with the City's Comprehensive Plan or the Shoreline Municipal Code and do not affect the City of Shoreline;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. The amendment to the King County Countywide Planning Policies adopted and ratified by King County Ordinance 17783 (Exhibit A) is hereby ratified on behalf of the population of the City of Shoreline.

ADOPTED BY THE CITY COUNCIL ON JUNE 23, 2014.

Shari Winstead, Mayor

ATTEST:

Jessica Simulcik Smith, City Clerk

Council Meeting Date: May 29, 2013

Agenda Item: IV

**NG COUNCIL AGENDA ITEM
KING COUNTY, WASHINGTON**

AGENDA TITLE: Designate Central Issaquah as an Urban Center in the King County Countywide Planning Policies – Appendix 1 Land Use Map

PRESENTED BY: Ava Frisinger, Issaquah Mayor

SUMMARY

Nomination: The City of Issaquah is proposing that Central Issaquah be designated an Urban Center in the Countywide Planning Policies. The Issaquah City Council authorized nomination of the Central Issaquah Urban Core for Urban Center on April 15, 2013 (AB 6586).

Location: The area proposed for Urban Center designation is shown on the attached map. The proposed Center is 461 acres and includes several of Issaquah's top employers, including Costco's corporate headquarters.

Growth Targets and Future Land Use: Most of Issaquah's future housing and job growth (GMA Targets - 5,750 housing units and 20,000 jobs) is planned for Central Issaquah and the proposed Urban Center. This growth will transform the Urban Center from a collection of strip malls and office buildings into a more livable, sustainable and balance mixed use community. Planned densities are 51 jobs and 15.58 housing units per acre.

A Commitment to Urban Center Expectations: The Issaquah City Council has taken the following steps to plan for growth in the proposed Urban Center:

- ADOPTED the Central Issaquah Plan, including a policy calling for Urban Center designation;
- COMPLETED a *Planned Action EIS* for Central Issaquah and the proposed Urban Center;

- ☑ ADOPTED new *Development and Design Standards* for Central Issaquah;
- ☑ ADOPTED a *Planned Action Ordinance* for the proposed Urban Center; and
- ☑ REZONED the proposed Urban Center from primarily *Office* and *Retail* zoning to higher density mixed use *Urban Core* and *Urban Village* zoning.

APPLICABLE COUNTYWIDE PLANNING POLICIES

The Countywide Planning Policies provide direction about the process for designating Urban Centers.

DP-29 Concentrate housing and employment growth within designated Urban Centers.

7,185 new residential units and 27,565 new jobs are planned for the 461 acre Urban Center.

DP-30 Designate Urban Centers in the Countywide Planning Policies where city-nominated location meets the criteria in policies DP-31 and DP-32 and where the city’s commitments will help ensure the success of the center.

The City’s commitment to becoming an Urban Center is summarized above. These actions are the result of six years of community planning.

Urban Centers will be limited in number and located on existing or planned high capacity transit corridors to provide a framework for targeted private and public investments that support regional land use and transportation goals. The Land Use Map in Appendix 1 shows the locations of designated Urban Centers.

Issaquah’s proposed Urban Center is located adjacent to I-90, a designated high capacity transit (HCT) corridor in the 2005 Sound Transit Long Range Plan.

DP-31 Allow designation on new Urban Centers where the proposed Center:

- a) **Encompasses an area up to one and a half square miles; and**

The proposed Issaquah Center is 461 acres (.72 square miles).

- b) **Has adopted zoning regulations and infrastructure plans that are adequate to accommodate:**

New mixed use urban density zoning districts were adopted for the proposed Urban Center on April 15, 2013. The Central Issaquah Plan EIS identifies specific measures to assure that the City's infrastructure plans are adequate to accommodate the planned growth.

- i) **A minimum of 15,000 jobs within one-half mile of an existing or planned high-capacity transit station.**

The adopted Central Issaquah Plan includes a conceptual HCT I-90 corridor and four potential light rail stations. Three of the four potential stations meet this criterion.

- ii) **At a minimum, an average of 50 employees per gross acre within the Urban Center; and,**

The Central Issaquah Plan anticipates 23,555 jobs in the proposed center – an average of 51.1 employees per gross acre.

- iii) **At a minimum, an average of 15 housing units per gross acre within the Urban Center.**

The Central Issaquah Plan anticipates 7,185 new residential units in the proposed center – an average of 15.58 units per gross acre.

- DP-32 Adopt a map and housing and employment growth targets in City comprehensive plans for each Urban Center, and adopt policies to promote and maintain quality of life in the Center through:**

The Central Issaquah Plan includes a Land Use Map, including the proposed Urban Center and housing and employment targets.

- **A broad mix of land uses that foster both daytime and nighttime activities and opportunities for social interaction;**

The adopted Development and Design Standards allow a mix of uses vertically and horizontally.

- **A range of affordable and healthy housing choices;**

The Housing Element of the Central Issaquah Plan includes policies addressing housing choices and affordability. Residential and mixed

use residential development in the proposed Urban Center is required to provide not less than ten percent of the residential units for mid-moderate incomes. Affordable housing is also one of the required public benefits to participate in the City's density bonus program within the Development and Design Standards.

- **Historic preservation and adaptive reuse of historic places;**

The City's Comprehensive Plan includes policies to preserve natural, cultural and historic resources.

- **Parks and public open spaces that are accessible and beneficial to all residents in the Urban Center;**

The proposed Urban Center will be served by a "Green Necklace" of connected urban parks, green space and pedestrian corridors and three new parks. The proposed Urban Center is also adjacent to Lake Sammamish State Park (512 acres) and Issaquah's 30 acre Tibbetts Valley Park.

- **Strategies to increase tree canopy within the Urban Center and incorporate low-impact development measures to minimize stormwater runoff.**

The Central Issaquah Development and Design Standards establish minimum tree densities, tree removal standards and tree replacement requirements.

City Codes require redevelopment to be consistent with low impact development measures, including narrow streets and impervious pavement.

- **Facilities to meet human service needs;**

The Community Food and Clothing Bank is within walking distance from the proposed Center. The City provides financial support to a variety of local and regional human service programs that serve Issaquah.

- **Superior Urban Design which reflect the local community vision for compact urban development.**

The City adopted new Development and Design Standards for the proposed Urban Center to promote pedestrian oriented development and create a sense of place.

- **Pedestrian and bicycle mobility, transit use and linkages between these modes;**

The vision for the proposed Urban Center is to create a “connected urban community where pedestrians are priority”. This vision is implemented through related plan policies and the adopted Development and Design Standards.

- **Planning for complete streets to provide safe and inviting access to multiple travel modes, especially bicycle and pedestrian travel; and,**

Chapter 6.0 Circulation of the Development and Design Standards will “create a complete streets network” for the Urban Center. In addition, the Central Issaquah Plan identifies a number of strategies for Central Issaquah to become bike friendly.

- **Parking management and other strategies that minimize trips made by single-occupant vehicles, especially during peak commute periods.**

Approximately 75% of the developed land in Central Issaquah is currently used for parking. The new Development and Design Standards replace the City’s current suburban parking standards with new parking requirements and policies to encourage transit use and walking. The Central Issaquah Plan includes a commitment to achieve a 17% transit, transit supportive and nonmotorized mode split.

DP-33 Form the land use foundation for a regional high-capacity transit system through the designation of a system of Urban Centers. Urban Centers should receive high priority for the location of transit service.

The Sound Transit 2 Plan (ST2) proposal to extend rail service to Issaquah will play an important role in connecting Issaquah to other regional employment and housing centers. The designation of the Central Issaquah Urban Core as an Urban Center will support future transit investment in the I-90 HCT corridor.

Attachment A: Central Issaquah Plan Proposed Regional Growth Center Map

