



## SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, June 1, 2015  
7:00 p.m.

Council Chamber · Shoreline City Hall  
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
<b>1. CALL TO ORDER</b>		7:00
<b>2. FLAG SALUTE/ROLL CALL</b>		
<b>3. REPORT OF THE CITY MANAGER</b>		
<b>4. COUNCIL REPORTS</b>		
<b>5. PUBLIC COMMENT</b>		
<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>		
<b>6. APPROVAL OF THE AGENDA</b>		7:20
<b>7. CONSENT CALENDAR</b>		7:20
(a) Minutes of Business Meeting of March 30, 2015	<u>7a1-1</u>	
(b) Adoption of Ord. No. 703 – Westminster Street Vacation	<u>7b-1</u>	
(c) Authorize the City Manager to Execute the Memoranda of Understanding with the Shoreline Fire Department and the City of Lake Forest Park for the Use of Their Facilities to Establish the City's Primary and Alternative EOC and Radio Rooms for Emergency Communications	<u>7c-1</u>	
(d) Authorize the City Manager to Execute a Contract with David A. Clark Architects to Provide Design Services for the Police Station and City Hall Campus	<u>7d-1</u>	
<b>8. STUDY ITEMS</b>		
(a) Discussion of the King County Best Start for Kids Initiative	<u>8a-1</u>	7:20
(b) Discussion of the Solid Waste Request for Proposal	<u>8b-1</u>	7:50
<b>9. ADJOURNMENT</b>		8:35

*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](http://www.shorelinewa.gov). Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.*

**CITY OF SHORELINE**  
**SHORELINE CITY COUNCIL**  
**SUMMARY MINUTES OF BUSINESS MEETING**

Monday, March 30, 2015  
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.

Councilmember Roberts read a proclamation declaring March 31, 2015 Cesar Chavez Day in the City of Shoreline. Fred Wong, Executive Director Shoreline-Lake Forest Park Arts Council; Kelly Lie, Shoreline-Lake Forest Park Arts Council; Jeanette Sanchez, UW Bothell, Mirror Stage; and Angie Bolton, Mirror Stage, dance and theater professional, accepted the proclamation. Ms. Sanchez shared that while working with high school students on a short political play she learned the quote, “in non-violence there is never defeat”, spoken by Mr. Chavez. She shared how the students are embracing this adage and informing other students about the contributions of Cesar Chavez and thanked Council for honoring him. Ms. Lie invited Council and the community to attend the *Telling Stories: A family Celebration of Cesar Chavez* event on Saturday, April 4, 2015 at 7:00 p.m. at the Shorecrest Performing Art Center.

3. REPORT OF CITY MANAGER

John Norris, Assistant City Manager, provided reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Councilmember Hall reported that the Association of Washington Cities’ Legislative Board is working on legislative issues in Olympia and stated that a Special Board Meeting is scheduled on Wednesday to discuss revenue funding packages to support cities.

Councilmember Salomon reported attending a Regional Law, Safety and Justice Committee meeting and hearing about a Restorative Justice Program to help decrease re-offense rates, and seeing a presentation by Sue Rahr, Washington State Criminal Justice Training Commission, on Compassionate Policing and changing the culture of officer training from a “military” style to a community relations led program.

5. PUBLIC COMMENT

Tom McCormick, Shoreline resident, commented on the Annual Traffic Report and pointed out the intersection at 3rd Avenue NW and Richmond Beach Road has the most collisions in the City. He expressed concern over the addition of 10,000 vehicles to the intersection that will be generated by the Point Wells Development, and asked Council what the collision rate will be with the addition of these vehicles. He spoke about the 2013 and 2014 traffic volume analyses on Richmond Beach Road between 3<sup>rd</sup> and 8<sup>th</sup> Avenues, and stated that a road diet applied to Richmond Beach Road will result in exceeding traffic volume capacity.

Cheryl Roberts, President of Shoreline Community College, announced that the College is *Celebrating 50<sup>th</sup> Years of Great*, and shared that full tuition scholarships are available to Shoreline and Lake Forest Park High School Seniors.

Karen Easterly-Behrens, Shoreline resident, thanked Council for the Cesar Chavez proclamation and spoke about his stance on non-violent demonstration in an attempt to be heard. She commented on the Council’s 5:45 p.m. Special Meeting agenda item to discuss the public disclosure process and acknowledged Council’s attempt for transparency in conducting City business. She expressed sadness and embarrassment that Councilmembers are not paying attention to people providing public comment and suggested Council change their non-didactic approach to the meeting. She stated she believes the community has lost trust in Council’s leadership and they feel unrepresented.

John Behrens, Shoreline resident, shared a story about his neighbor being forced to move because her home was determined uninhabitable. He talked about properties being purchased and turned into rental units, and stated they are not maintained by the owners. He questioned what will happen to the rezoned homes from now until the actual development and infrastructure are built. He requested that Council be careful about the rezone plans and questioned what the hurry is.

Janet Way, Shoreline Preservation Society, spoke about the Special Meeting regarding public disclosure and public records, and noted that the agenda item reads Council Operations. She stated the topic should have been discussed at a Council business meeting and recorded. She said it is the public’s right to know what is being discussed among Councilmembers and important topics should be discussed at a regular meeting. She commented on Council’s Goal regarding public safety and public housing and recommended that Council focus on how many houses in the City need attention. She asked how blighted houses will be handled.

Wendy DiPeso, Shoreline resident, commented on the house on 32nd Avenue that caught fire during a remodel and explained that the house is not in violation of the Code because it is properly boarded up, but stated she still feels it adversely affects property values on that street.



She expressed concern about the time it takes for developers to accumulate properties, worries that properties will not be maintained, and said a large rezone opens up the community to harvesting by developers. She stated the community is not against Sound Transit or change, and asked for Council's help to maintain the community over the next 10 to 15 years.

Elaine Phelps, Shoreline resident, read an email she sent to the president of Futurewise and stated that it also applies to Councilmembers who voted in favor of 185th Street Station Subarea Rezone. She read that she was shocked by their position and talked about the destruction of natural areas.

Tom Jaimeson, Shoreline resident, commented that a lot of Shoreline residents have concerns about a number of issues in the City, shared that he believes in law and order and that he respects Council rules. He acknowledged Mayor Winstead's duty to maintain order in the Chamber and applauded her for doing a good job of presiding over the meetings.

Councilmember Hall asked about the total land mass of the 185th Street Station Subarea. Mr. Norris responded that he will provide that information to Council.

Deputy Mayor Eggen commented that blight is a real concern and should be discussed in the future. Mr. Norris explained that a code enforcement program proposal to address blight will be submitted to Council for review and approval. He then discussed current code enforcement regulations.

6. APPROVAL OF THE AGENDA

**The agenda was adopted by unanimous consent.**

7. CONSENT CALENDAR

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

**(a) Minutes of Business Meeting of February 9, 2015**

8. STUDY ITEMS

(a) Discussion of Ordinance No. 710 Granting a Non-Exclusive Franchise to Astound Broadband, LLC to Operate a Telecommunications Fiber Optic System Within City Rights-of-Way

Alex Herzog, Management Analyst, provided background on the non-exclusive Franchise to Astound Broadband to operate a telecommunication system within the city's rights-of way. He reviewed the services they will be providing, potential connection routes to existing cell towers, and the terms of the Franchise.

Deputy Mayor Eggen shared he believes that the company will provide specialized telecommunication services and sees the Franchise as a positive step for bringing information technology businesses to Shoreline.

(b) Discussion of Incarceration Alternatives and District Court Update

Mr. Herzog introduced Judge Donna Tucker and Shoreline Prosecutor Sarah Roberts. He provided background on court services and reviewed jail sentencing options and statistics. He pointed out the budget shortfall and increasing challenges for King County Jail. He explained that a King County Jail Population Management Workgroup has been formed to develop a plan to address these issues. He presented the following alternatives to jail sentencing: community center for alternative programs, community work programs, consumer awareness classes, driving under the influence victims panel, electronic home monitoring, restitution, treatment programs (for alcohol, drug use, domestic violence, mental health issues), and work release programs. He then presented costs associated with the alternatives. He reviewed judiciary tools as regional Mental Health Court, regional Veteran's Court, and screening processes.

Councilmember McGlashan asked about Mental Health Court and if offenders have to already be diagnosed to participate. Councilmember Salomon said it is his experience that they have to already have a diagnosis. Ms. Roberts added that it is her understanding that the diagnosis needs to come before the referral to Mental Health Court.

Judge Tucker talked about cases handled by the District Court, software used to track cases, the request for proposal for a new integrated case management software system, E-mitigation, and King County dispute resolution.

Councilmember Roberts pointed out the increase in home detention in 2013 and 2014. He asked how the program is working, if people were violating their terms, and if more people could be eligible for this program in an attempt to keep families together. Ms. Roberts responded that electronic monitoring has worked well and that the agency works in close contact with her office and contacts her immediately if someone violates their arrest conditions. She stated more non-violent offenders could be eligible for the program, and explained that she makes the first assessment and then makes a recommendation to the judge.

Councilmember Salomon discussed the importance of accountability when people break the law and shared that he sees the same people in and out of court and jail with no rehabilitation. He commented that the United States has one of the highest per capita incarceration rates in the world and stated that it should be addressed. He explained that the King County region is a leader in using alternative courts, and commented on the low number of veteran participants and the challenges of Veteran's Court. He shared that he is interested in seeing restorative justice added as an alternative to the court system.

Judge Tucker responded that King County prosecutors, Superior and District courts and jails have a number of programs looking into these issues. She provided the examples of the Law Enforcement Assisted Diversion (LEAD) Program, implemented by the City of Seattle, that takes addicts to a detox center instead of jail and finds services that deal with the addiction issues; and the Familiar Faces Initiative which works with individuals booked more than four

times who have addiction and mental health issues. She stated that King County is looking into ways to deal with these individuals other than placement in King County jails, and that she is attempting to secure grant funding to help expand mental health court and capacity and address substance abuse issues.

Councilmember Salomon maintained that treatment is not always affective and stated there is a need to move towards different types of treatment programs and dispute resolution.

(c) Discussion of the Annual Traffic Report

Kendra Dedinsky, City Traffic Engineer, reviewed the objectives of the annual traffic report, collision data, and circumstances contributing to collisions. She presented mitigation strategies are components of engineering, enforcement and education. She pointed out high collision locations for intersections, and pedestrian and bike collisions and explained corresponding mitigation strategies. She reviewed action steps to be implemented in 2015 and highlighted 2014 traffic action step implementations.

Councilmembers asked if the no right turn located at 3<sup>rd</sup> Ave NW and Richmond Beach Road contributed to the increase in accidents and questioned the removal of a sign at 185<sup>th</sup> and Fremont. They discussed the contradicting speed limit signs on the S curve on Richmond Beach Road and how the increase in traffic from the Point Wells Development will be handled without causing delays. They suggested a traffic sign at 185<sup>th</sup> Street as you make a right turn to 8<sup>th</sup> Avenue. Ms. Dedinsky responded that the accidents at the highest collision area were due to left and not right turns, and stated that the Road can safely handle more traffic. She explained the sign at 185<sup>th</sup> was removed as a result of distance review, that the warning sign on the S curve resulted from conventional sign placement and stated she would like to study that corridor for speed limits. She stated the protected phase change at the intersection 3<sup>rd</sup> Avenue NW and Richmond Beach Road will help reduce collisions and address traffic increases.

A discussion ensued regarding increases to traffic, traffic delays and traffic bays. Councilmembers asked staff to develop a video presentation to illustrate traffic mitigation scenarios. They asked who determines traffic signage for exiting businesses and about the road diet implemented on 15<sup>th</sup> Avenue NE. They affirmed that the City can make exceptions to federal road standards and apply City standards to address specific traffic areas. Ms. Dedinsky responded the City can work with business owners to address traffic control issues and noted that accidents have decreased at 15<sup>th</sup> Avenue NE since implementation of the road diet.

Police Captain Konoske reviewed traffic enforcement data results, complaints, and traffic injuries/fatalities. He stated it appears traffic complaints have increased by 125% but pointed out the increase is a result of implementing measures to more accurately track the complaints. He talked about traffic education/safety tools and community outreach. He explained the plan to work with Engineering to support strategic data led traffic enforcement. Ms. Dedinsky reviewed speed limit results and noted the decrease from 2014 to 2013.

Councilmembers made observations regarding the speed differential map and asked questions about the Traffic Speed Study and how speed limits are determined. They commented on the

correlation between speed and the size of the road and the need to review other solutions to ensure safety for vehicles, bicycles and pedestrians. They asked for updates on how past traffic calming measures are working and it was stated that any accident fatality is unacceptable. They asked if there is traffic data for 145<sup>th</sup> Street since it is not part of the City and suggested that it would probably be the highest collision area. They commended staff for impaired driving being at an all-time low and asked what contributed to the decrease.

Ms. Dedinsky explained the factors involved in setting speed limits, including examining upping speed limit where roads are safe and lowering them where they are not. She explained that the City works with the City of Seattle and King County to collect data for the 145<sup>th</sup> Street Corridor and that it is currently being analyzed as a part of the Corridor Study. Captain Konoske responded that the decline in impaired drivers can be directly attributed to hiring officers that specialize in DUI enforcement.

9. EXECUTIVE SESSION

At 9:20 p.m., Mayor Winstead announced a recess into an Executive Session for a period of 30 minutes as authorized by RCW 42.30.110(1)(i) to discuss potential litigation to which the City is likely to become a party. City staff attending the Executive Session included: John Norris, Assistant City Manager; Mark Relph, Public Works Director; Kendra Dedinsky, Traffic Engineer; and Margaret King, City Attorney. At 9:50 p.m. Mayor Winstead emerged to announce a 10 minute extension to the Executive Session. At 10:00 p.m., the Executive Session was over.

10. ADJOURNMENT

At 10:00 p.m., Mayor Winstead declared the meeting adjourned.

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Jessica Simulcik Smith, City Clerk

## **CITY COUNCIL AGENDA ITEM**

### **CITY OF SHORELINE, WASHINGTON**

<b>AGENDA TITLE:</b>	Adoption of Ordinance No. 703 - Aurora Square Community Renewal Area Public-Private Partnership Project: Right-of-way Vacation and Dedication to Transform Westminster Way N		
<b>DEPARTMENT:</b>	Economic Development		
<b>PRESENTED BY:</b>	Dan Eernisse, Economic Development Program Manager		
<b>ACTION:</b>	<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 Community Renewal Area (CRA) Plan includes renewal projects that will both improve the function of Aurora Square and provide clear public benefit. To help the transformation of Westminster Way N, an unimproved portion of public right-of-way (ROW) along the eastern edge of Westminster Way N is proposed to be vacated to the adjacent property owner for equivalent consideration. The vacation and consideration will further the transformation of Westminster Way N by improving the layout, safety, and multi-modal function of the road. Council discussed the vacation at their June 10, 2013, Business Meeting and on August 5, 2013, adopted Resolution 347, which set a public hearing before the Hearing Examiner. The Hearing Examiner held a public hearing on October 1, 2013, and subsequently recommended approval. Council discussed proposed Ordinance No. 703 (Attachment A) on May 11, 2015, and directed staff to schedule adoption for this evening.

#### **RESOURCE/FINANCIAL IMPACT:**

The value of the vacated 7,908sf of City ROW will be offset by consideration at \$35/sf. The consideration will be in three parts: (a) 5,548sf of dedicated property of Parcel No. 1826049453, (b) \$72,600 cash, and (c) the value of removing the derelict building from the site. After the vacation, the City may or may not incur costs associated with the construction of a road connector from Westminster Way N to Aurora Ave N across the dedicated property, the closing or reconfiguration of the section of Westminster Way N north of the Aurora Ave Interurban bridge, the reconfiguration of the southwest end of the Interurban Trail Aurora Ave N bridge ramp, and/or the enhancement of the park space between the two Interurban bridges.

#### **RECOMMENDATION**

Staff recommends adoption of Ordinance No. 703 which approves the vacation and authorizes the City Manager to enter into a Right of Way Vacation Agreement with Potala Shoreline, LLC.

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

## **BACKGROUND**

In September of 2012, the Council designated the 70+ acre Aurora Square area as a Community Renewal Area (CRA). In August, 2013, Council adopted a CRA Plan which includes a number of conceptual Public-Private Partnership (PPP) Projects that will both improve the function of Aurora Square and provide clear public benefit.

To help the transformation of Westminster Way N, an identified PPP Project, a 7,908 square foot (sf) portion of public right-of-way (ROW) along the eastern edge of Westminster Way N is proposed to be vacated to the adjacent property owner. In consideration for the vacated property, the property owner has agreed to pay \$72,600 in cash, dedicate 5,548sf of Parcel No. 1826049453 to the City, and remove the former Pizza Hut building from the same parcel. Together the compensation is equivalent to 100% of the Fair Market Value of the vacated right of way.

Discussion of the Westminster Way N ROW vacation was held with the City Council on May 11, 2015. During this discussion, while Council had a few clarifying questions which are discussed below, there was support to bring the vacation back to Council for adoption. The staff report for the May 11, 2015 discussion item can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport051115-8b.pdf>.

## **DISCUSSION**

During the May 11, 2015, Business Meeting, Council directed staff to clarify the status of Westminster Way N as a truck route and discussed options for improving the roadway to best stimulate renewal in the Aurora Square CRA.

### **Truck Route Designation**

When Council adopted the Aurora Corridor Pre-Design Study in 1999 under Resolution No. 156, part of that adoption included the "32 Points," which provided guidance on the design and implementation of the Aurora Corridor. Point #17 includes the direction to pursue closure of the 0.21 mile stretch Westminster between Aurora Ave N and N 155th St. Westminster Way N is a federally classified truck route, and staff initiated a request with the Washington State Department of Transportation (WSDOT) and the Federal Highways Administration (FHWA) to declassify the truck route designation of this stretch of Westminster Way N. This reclassification was eventually approved by WSDOT and the FHWA, and the stretch is now classified by them as an Urban Minor Arterial (Attachment I).

As for the Westminster Vacation, since the area to be vacated is unimproved ROW along the side of the improved roadway, the truck route designation was never a significant factor in the discussion of the Westminster Vacation, as the vacation had no effect on the road's function. As for the City's own roadway designation, the 2015 Comprehensive Plan docket will include a recommendation to remove this stretch of roadway from the Freight Map in the Transportation Master Plan (TMP) and to update the map as indicated. As for the future of the roadway, now that the stretch has been

removed from the federal truck route designation, Council is free to close or reconfigure this stretch of Westminster Way N as it sees fit.

### **Reconfiguration Options**

Options for reconfiguring the affected stretch of Westminster Way N were discussed with Council at its May 11, 2015, Business Meeting as well. Two options were provided (Attachment H) along with a conceptual 85'-wide road section of Westminster Way N (Attachment F). Council directed staff to consider cycle amenities and to bring an analysis of the options to Council for input.

In its subsequent conversations, staff concluded that the ideal path forward is to create a comprehensive construction-level design that accounts for the entire stretch of Westminster Way. The design would address many issues, including the Westminster/N 155<sup>th</sup> St Intersection, a (possible) new connection from Westminster to Aurora, drainage, traffic calming, interaction with and connections to the Interurban Trail, and the Westminster street section. Should such a design be accomplished relatively quickly, the City could direct the abutting property owners exactly how to improve the bordering ROW so that the comprehensive design can be realized. Therefore, in upcoming meetings staff will propose to Council that such a design be considered for potential funding by its inclusion in the Traffic Improvement Plan and Capital Improvement Plan.

### **VACATION PROCESS AND CRITERIA**

As was noted in May 11 staff report, the process for reviewing street vacations is described in Shoreline Municipal Code (SMC) Section 12.17 and Revised Code of Washington (RCW) Chapter 35.79. Per Section 197-11-800(2)(h) of the Washington Administrative Code (WAC), SEPA review is not required as part of this proposal. WAC Section 197-11-800(2)(h) specifically indicates that the vacation of streets or roads is exempt.

Staff has notified utilities of the proposal to vacate and requested information regarding infrastructure that may require easements. If the street vacation is approved, any necessary utility easements to be retained would be recorded concurrently with the vacation. This report will be supplemented with this information before the hearing to allow conditions for necessary easements to be included in the Hearing Examiner's recommendation.

The criteria for approving Street Vacations are described in SMC Section 12.17.050, and the Hearing Examiner may recommend approval of the Street Vacation if the following criteria are met:

- *Criteria 1:* The vacation will benefit the public interest.
- *Criteria 2:* The proposed vacation will not be detrimental to traffic circulation, access, emergency services, utility facilities, or other similar right-of-way purposes.
- *Criteria 3:* The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan.

- *Criteria 4:* The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.

As was explained in the staff report and presentation during the May 11 discussion, these four criteria have been satisfied for this street vacation.

### **RESOURCE/FINANCIAL IMPACT**

The value of the vacated 7,908sf of City ROW will be offset by consideration at \$35/sf. The consideration will be in three parts: (a) 5,548sf of dedicated property of Parcel No. 1826049453, (b) \$72,600 cash, and (c) the value of removing the derelict building from the site. After the vacation, the City may or may not incur costs associated with the construction of a road connector from Westminster Way N to Aurora Ave N across the dedicated property, the closing or reconfiguration of the section of Westminster Way N north of the Aurora Ave Interurban bridge, the reconfiguration of the southwest end of the Interurban Trail Aurora Ave N bridge ramp, and/or the enhancement of the park space between the two Interurban bridges.

### **RECOMMENDATION**

Staff recommends adoption of Ordinance No. 703 which approves the vacation and authorizes the City Manager to enter into a Right of Way Vacation Agreement with Potlata Shoreline, LLC.

### **ATTACHMENTS**

Attachment A: Ordinance No. 703  
Attachment B: Hearing Examiner Recommendation  
Attachment C: Hearing Examiner Exhibits 1 and 2  
Attachment D: Legal Descriptions of Properties  
Attachment E: Right of Way Vacation Agreement with Potlata Shoreline, LLC  
Attachment F: Proposed 85-foot Westminster Avenue Roadway Section  
Attachment G: Aurora Square Planned Action Draft Environmental Impact Statement  
Attachment H: Alternatives to Connect Westminster Avenue to Aurora Avenue  
Attachment I: National Highway System Modification approval letter



**ORDINANCE NO. 703****AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON  
VACATING 7,335 SQUARE FEET OF THE EASTERN EDGE OF  
WESTMINSTER WAY NORTH RIGHT-OF-WAY BETWEEN NORTH  
155<sup>th</sup> STREET AND NORTH 160<sup>th</sup> STREET**

WHEREAS, in accordance with RCW 3579.010, on August 5, 2013, the Shoreline City Council adopted Resolution No. 347, initiating a street vacation for 7,908 square feet of the eastern edge of Westminster Way Right-of-Way pursuant to Shoreline Municipal Code 12.17; and

WHEREAS, the vacation of such right-of-way is conditioned upon the abutting landowner's agreement to pay for the value of the vacated right-of-way and simultaneously convey to the City another parcel of private property needed for upcoming road improvements to better align the rights-of-way in the area; and

WHEREAS, on October 1, 2013, the Shoreline Hearing Examiner held a public hearing on the proposed street vacation and on October 3, 2013 issued a recommendation for approval of the vacation subject to an adjustment to the consideration for the vacation and the reservation of required utility easements; and

WHEREAS, on June 1, 2015, the City Council held a closed record public hearing to consider the recommendation of the Hearing Examiner to approve the vacation as adjusted by the recommendation of the appraisal; and

WHEREAS, the City Council has determined that the public interest is served by this vacation in order to further the goals of the Aurora Square Community Renewal Area.

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

**Section 1. Findings.** The City Council concurs in the findings and conclusions approved by the Shoreline Hearing Examiner on October 3, 2013 along with the additional conditions contained herein. Additionally, the City Council hereby adopts the above findings and incorporates them herein. The City Council further finds that the vacation and consideration will further the transformation of Westminster Way N by improving the layout, safety, and multi-modal function of the road in the Aurora Square Community Renewal Area.

**Section 2. Vacation.** The right-of-way described below and depicted in Exhibit A attached hereto consisting of approximately 7,908 square feet is hereby vacated as follows:

Eastern 15 feet of Westminster Way North adjacent to the following tax parcels:

- King County Tax Parcel 1826049454
- King County Tax Parcel 1826059081
- The southern 53 feet of King County Tax Parcel 1826049453

**Section 3. Right of Way Vacation Agreement.** This vacation is subject to the abutting property owner's conveyance of to the City of Parcel No. 1826049453, as depicted in Exhibit B attached hereto, as well as the payment of \$72,600.00 representing the value of the property being vacated by the City, and execution of a Vacation Agreement. The City Manager is hereby authorized to enter into a Vacation Agreement on behalf of the City.

**Section 4. Additional Conditions.** Monetary compensation shall be deposited in the General Fund with one-half placed in a restricted amount for future appropriation by the City Council for acquisition, improvement, development, and related maintenance of public open space or transportation capital projects in compliance with RCW 35.79.030.

**Section 5. Publication and Effective Date.** A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

**PASSED BY THE CITY COUNCIL ON JUNE 1, 2015.**

\_\_\_\_\_  
Mayor Shari Winstead

ATTEST:

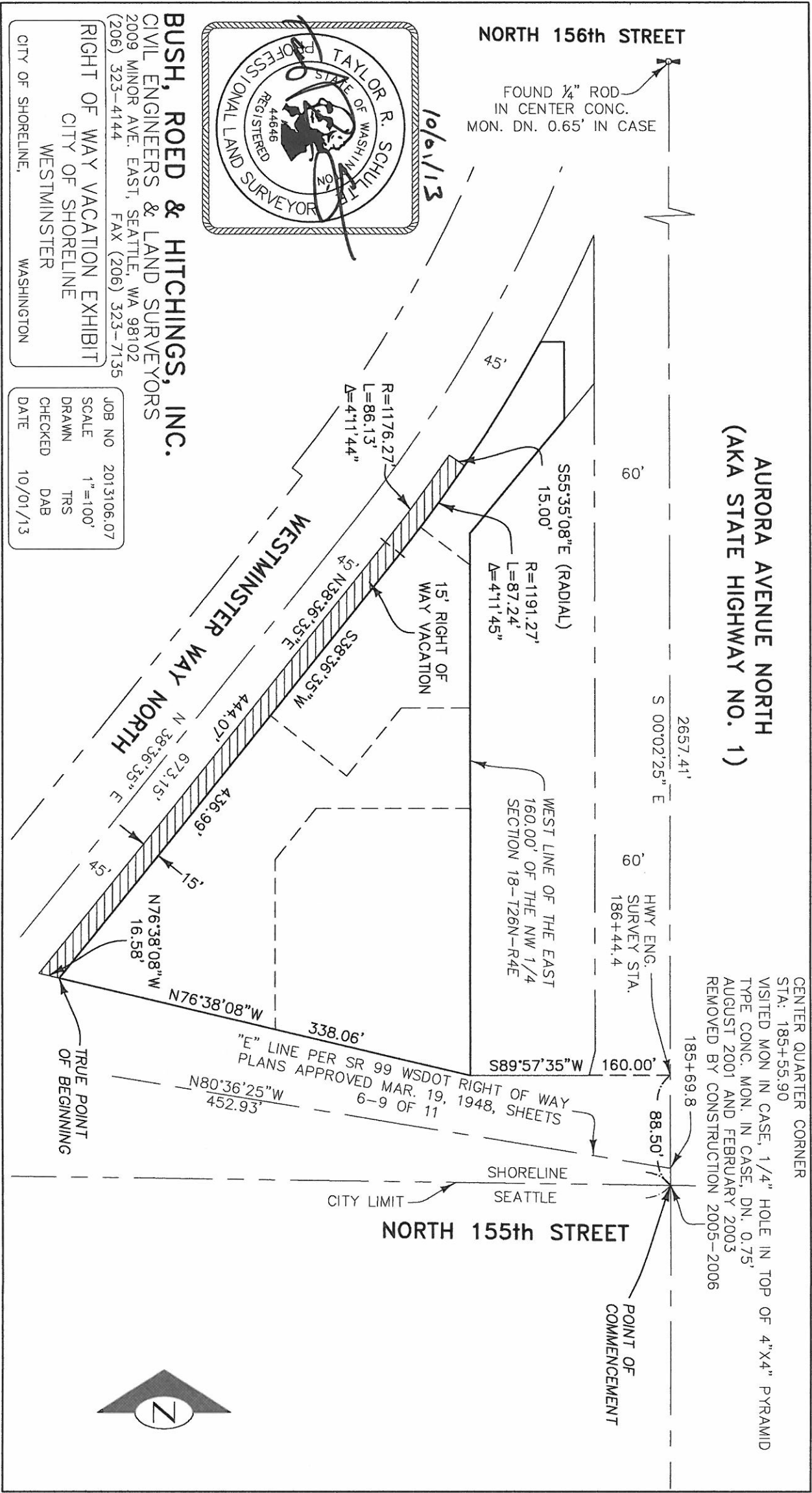
APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Simulcik-Smith  
City Clerk

\_\_\_\_\_  
Margaret King  
City Attorney

Date of Publication: , 2015

Effective Date: , 2015



## Vacated Property Legal Description

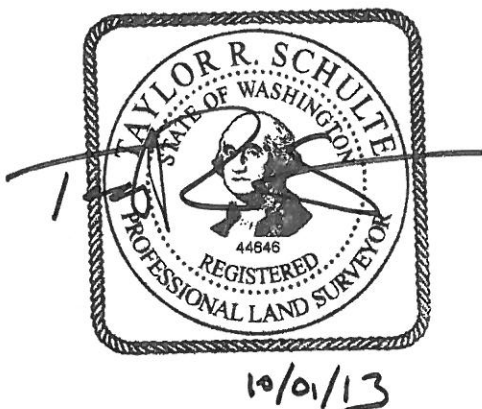
**RIGHT OF WAY VACATION LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9; RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4; THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949; THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 76°38'08" WEST, A DISTANCE OF 16.58 FEET; THENCE NORTH 38°36'35" EAST, PARALLEL WITH AND DISTANT 15.00 FEET NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF SAID WESTMINSTER WAY NORTH, A DISTANCE OF 444.07 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1176.27 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 86.13 FEET THROUGH A CENTRAL ANGLE OF 04°11'44"; THENCE SOUTH 55°35'08" EAST, A DISTANCE OF 15.00 FEET TO THE SAID SOUTHEASTERLY MARGIN AND A NON TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET AND A RADIAL BEARING OF NORTH 55°35'08" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 87.24 FEET, THROUGH A CENTRAL ANGLE OF 04°11'45"; THENCE SOUTH 38°36'35" WEST, A DISTANCE OF 436.99 FEET TO THE TRUE POINT OF BEGINNING;

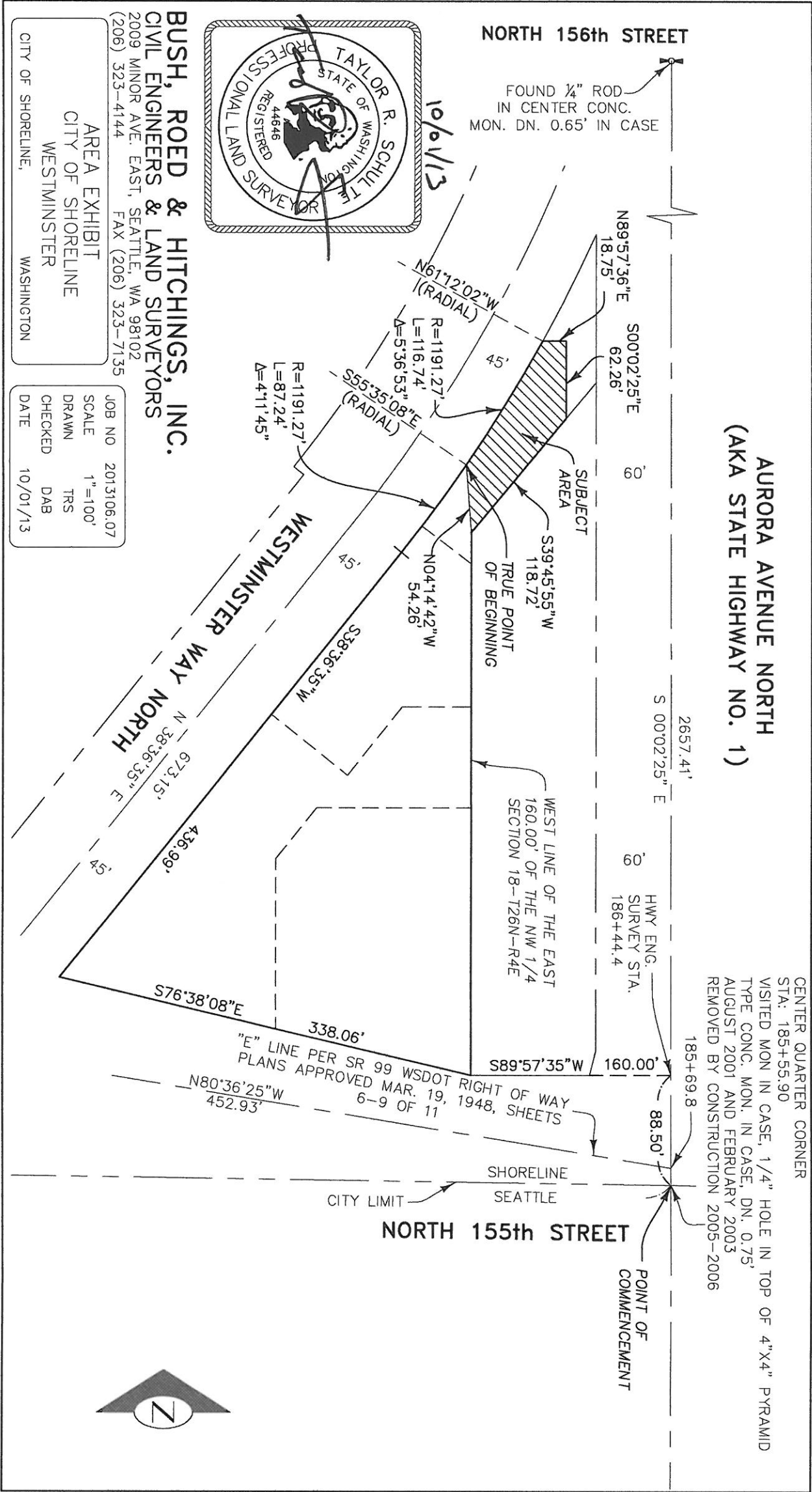
CONTAINING 7,908 SQUARE FEET OR 0.1815 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



CITY OF SHORELINE  
WESTMINSTER  
TAYLOR R. SCHULTE, P.L.S. #44646  
BRH JOB NO. 2013106.10  
OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144



## Exchange Property Legal Description

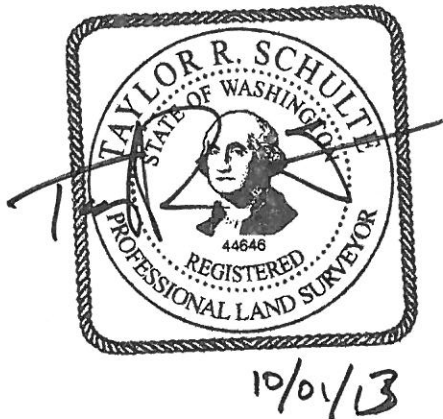
**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9;  
 RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4;  
 THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949;  
 THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH;  
 THENCE NORTH 38°36'35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY MARGIN, A DISTANCE OF 436.99 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET;  
 THENCE ALONG SAID CURVE AN ARC LENGTH OF 87.24 FEET, THROUGH A CENTRAL ANGLE OF 04°11'45" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, AN ARC LENGTH OF 116.74 FEET, THROUGH A CENTRAL ANGLE OF 05°36'53";  
 THENCE NORTH 89°57'36" EAST, A DISTANCE OF 18.75 FEET;  
 THENCE SOUTH 00°02'25" EAST, PARALLEL WITH THE CENTERLINE OF AURORA AVENUE NORTH, A DISTANCE OF 62.26 FEET;  
 THENCE SOUTH 39°45'55" WEST, A DISTANCE OF 118.72 TO THE WEST LINE OF THE EAST 160.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 18;  
 THENCE NORTH 04°14'42" WEST, A DISTANCE OF 54.26 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 5,548 SQUARE FEET OR 0.1274 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



CITY OF SHORELINE  
 WESTMINSTER  
 TAYLOR R. SCHULTE, P.L.S. #44646  
 BRH JOB NO. 2013106.10  
 OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
 2009 MINOR AVENUE EAST  
 SEATTLE, WA 98102  
 (206) 323-4144

**CITY OF SHORELINE HEARING EXAMINER  
FINDINGS, CONCLUSIONS AND RECOMMENDATION**

**PROPOSAL INFORMATION SUMMARY**

**Project:** Vacation of a 7,335 square foot strip of Westminster Way North right-of-way located north of the intersection with North 155<sup>th</sup> Street

**File Number:** 201944

**Petitioner:** City of Shoreline, Department of Economic Development

**Recommendations:** Department: Approve without conditions  
Hearing Examiner Approve without conditions

**Public Hearing:** October 1, 2013

**Introduction**

The Department of Economic Development proposed to the City Council that a strip of right-of-way approximately 7,335 square feet in size along the eastern edge of Westminster Way North, north of 155<sup>th</sup> Street, be vacated. The City Council passed Resolution 347 to initiate the street vacation process and fix the date for the Hearing Examiner's public hearing on the proposed vacation. The hearing was held on October 1, 2013, and the Hearing Examiner inspected the site on the same day. The Department was represented at the hearing by Dan Eernisse, Economic Development Manager.

For purposes of this recommendation, all section numbers refer to the Shoreline Municipal Code (SMC or Code) unless otherwise indicated. After considering the evidence in the record, the Examiner enters the following findings of fact, conclusions and recommendation on the proposed vacation.

**Findings of Fact**

1. The street vacation process is controlled by Chapter 35.79 RCW and Chapter 12.17 SMC, which largely duplicates certain provisions of the state law.
2. The City has proposed the subject right-of-way vacation to promote economic development generally and in conjunction with the Aurora Square Community Renewal Area (CRA).
3. The City Council designated the Aurora Square area as a CRA in September of 2012, and adopted the Aurora Square CRA Plan in August of 2013. See Attachment H to Exhibit 1, Staff Report. The CRA plan includes several conceptual Public-Private Partnership projects to improve the function of Aurora Square and provide a public

**Hearing Examiner Recommendation**  
**Westminster Way Right-of-Way Vacation**  
**Application No. 201944**  
**Page 2 of 5**

benefit. One of those projects proposes the subject right-of-way vacation. *See Exhibit 1, Attachment H at p. 45 of 58.*

4. Master planning under the CRA plan points to the section of Westminster Way adjacent to the strip proposed for vacation as needing the following:

- buildings built to the street or sidewalk on both sides, thereby drawing together Aurora Square;
- traffic calming to insure pedestrian and bicycle safety;
- back-in angled or parallel on-street parking for shopping convenience;
- vehicle, bike, and pedestrian connections to transit, the Interurban Trail and other parts of Aurora Square;
- a better connection to Aurora Avenue North
- calming or elimination of the one-way southbound lanes of Westminster Way North located north of the Interurban bridge over Aurora Avenue North;
- removal of the truck route designation on Westminster Way North, north of North 155<sup>th</sup> Street; and
- amenities to bring beauty and continuity to the area.

5. The original proposed consideration from the adjacent property owner, Tsang Enterprises, LLC, for the property vacated by the City was payment of \$36,480 plus dedication to the City of a nearby parcel approximately 5,291 square feet in size that is improved with an abandoned building of little value. However, an independent appraiser determined that the relative values of the two properties required payment of \$72,000 from the property owner. *See Exhibit 1, Attachment D at 8.*

6. The appraiser determined that each parcel should be valued at \$35 per square foot, that the estimated value of building demolition on the private parcel was at least \$5.00 per square foot, and that the building on that parcel was approximately 2,000 square feet in size.

7. City staff worked with the adjacent property owner to adjust the square footage of the parcels being vacated and dedicated. The size of the parcel proposed for vacation was reduced from 7,350 square feet to 7,335 square feet, and the size of the parcel proposed for dedication was increased from 5,291 square feet to 6,007 square feet. This led to an agreement between the parties that compensation for the parcel being vacated, valued at \$256,725, would be dedication of the 6,007 square foot parcel, valued at \$210,245, plus demolition of the structure on the parcel, valued at \$10,000, together with a cash payment of \$36,480, for a total compensation \$256,725. *See Exhibit 1, Attachment E.*

8. The property to be dedicated provides the City with a location for a new road connector between Aurora Avenue North and Westminster Way North. Future construction of the new connector would allow removal of the current access driveway off Aurora Avenue North and would also allow the City to close the section of



**Hearing Examiner Recommendation**  
**Westminster Way Right-of-Way Vacation**  
**Application No. 201944**  
**Page 3 of 5**

Westminster Way North located north of the Interurban Bridge over Aurora Avenue North to motor vehicles.

9. The property to be dedicated is contiguous to the Aurora Interurban Bridge and the open space between the two bridges that cross over Aurora Avenue North.

10. The Department notified utility providers of the proposed vacation and asked for information concerning infrastructure in or near the subject right-of-way that may require easements. Ronald Wastewater District indicated that it has facilities in the right-of-way and will require an easement to access and maintain them. Other utility providers responded that the vacation would not impact their facilities.

11. The parcel proposed for vacation has never been opened, paved, or used for vehicular travel. In a memo dated July 1, 2013, the Public Works Department indicated that the vacation would not impact traffic circulation or impede future development of a cross-section for the roadway, that the Transportation Master Plan does not identify future bicycle facilities for the road segment, and that the vacation would create no conflicts with future traffic related issues or needs. The memo stated that pedestrian facilities are planned for the road segment, and that the property owner would be expected to construct sidewalks in conjunction with development of the adjacent site.

12. The Department provided the requisite hearing notice and request for written comments. The only written comment received supported the vacation and redevelopment of the adjacent property. Exhibit 1, Attachment I. No members of the public spoke at the hearing.

13. The City's Comprehensive Plan does not specifically address street vacations. However, several goals and policies are relevant to the proposed vacation, including the following:

**FG15:** Create a business-friendly environment that supports small and local businesses, attracts large businesses to serve

**Goal LU VI:** Encourage pedestrian-scale design in commercial and mixed use areas.

**Goal LU VII:** Plan for commercial areas that serve the community, are attractive, and have long-term economic vitality.

**Goal LU VIII:** Encourage redevelopment of the Aurora corridor from a commercial strip to distinct centers with variety, activity, and interest.

**Goal CD II:** Design streets to create a cohesive image, including continuous pedestrian improvements that connect to the surrounding neighborhoods.

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**CD3:** Encourage commercial, mixed-use, and multi-family development to incorporate public amenities, such as public and pedestrian access, pedestrian-oriented building design, mid-block connections, public spaces, activities, and solar access.

**CD18:** Preserve, encourage, and enhance open space as a key element of the community's character through parks, trails, water features, and other significant properties that provide public benefit.

**Goal T III:** Provide a pedestrian system that is safe, connects to destinations, accesses transit, and is accessible by all.

**ED6:** Work to reinvigorate economically blighted areas in Shoreline by establishing *Community Renewal Areas* with associated renewal plans.

**ED12:** Revitalize commercial business districts, and encourage high-density mixed-use in these areas.

**ED15:** Direct capital improvements to key areas to promote the city's image, create a sense of place, and grow and attract businesses.

**ED21:** Support public/private partnerships to facilitate or fund infrastructure improvements that will result in increased economic opportunity.

**ED23:** Encourage the redevelopment of key and/or underused parcels through incentives and public/private partnerships.

**ED29:** Reinvent Aurora Square to help catalyze a master-planned, sustainable lifestyle destination.

14. The City's SEPA official determined that the proposed street vacation is categorically exempt from SEPA, as provided in WAC 197-11-800.

15. The Department recommended approval of the vacation subject to the reservation of necessary utility easements.

### **Conclusions**

1. The criteria for approval of a street vacation are set forth in SMC 12.17.050. Each of the following criteria must be met:

A. The vacation will benefit the public interest;

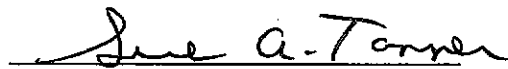
**Hearing Examiner Recommendation  
Westminster Way Right-of-Way Vacation  
Application No. 201944  
Page 5 of 5**

- B. The proposed vacation will not be detrimental to traffic, circulation, access, emergency services, utility facilities, or other similar right-of-way purposes;
  - C. The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan; and
  - D. The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.
2. The proposed vacation of the subject property would benefit the public interest in that it would allow for a larger development on the adjacent property, which would strengthen the City's economic base and also implement the Aurora Square CRA. It also would implement the CRA Plan by allowing for buildings to be constructed to the sidewalk on both sides, and by providing the City with an option for a better connection to Aurora Avenue North and for traffic calming and pedestrian safety through elimination of the north section of the one-way southbound leg of Westminster Way North. The vacation would improve the function of Westminster Way North, as well, allowing for a single travel lane in each direction, with back-in angled parking and sidewalks with street trees on both sides. The vacation would also pave the way for demolition of the abandoned building on the dedicated property and would provide usable open space adjacent to the existing open space between the two bridges over Aurora Avenue North.
3. There is no evidence that the proposed vacation would be detrimental to traffic circulation, access, emergency services, utility facilities or other similar right-of-way purposes. Utility providers and the Shoreline Public Works Department have indicated that they have no objection to the vacation. The Ronald Wastewater District requires an easement, and the vacation should be subject to that easement, the scope and location of which will be determined by the District.
4. As noted, the Public Works Department states that the right-of-way to be vacated is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan.
5. The proposed vacation is consistent with the applicable Comprehensive Plan policies listed above. Since the Public Works Department has no objection to the vacation, it can be inferred that the vacation is consistent with adopted street standards.

**Recommendation**

The Hearing Examiner recommends that the City Council **APPROVE** the proposed right-of-way vacation subject to the reservation of required utility easements.

Entered this 3<sup>rd</sup> day of October, 2013.

  
Sue A. Tanner  
Hearing Examiner

# EXHIBIT LIST

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## SHORELINE HEARING EXAMINER

**Public Hearing Westminster Way N Street Vacation**  
*(north intersection of N 155<sup>th</sup> St and Westminster Way N)*  
**Project File No. 201944**

**October 1, 2013 -- 9:00 a.m.**

**17500 Midvale Avenue N  
Council Chambers, Shoreline City Hall  
Shoreline, WA 98133**

- |                  |   |
|------------------|---|
| <b>Exhibit 1</b> | City of Shoreline Hearing Examiner Staff Report with Attachments A through J<br>Submitted by Dan Eernisse, Economic Development Manager |
| <b>Exhibit 2</b> | PowerPoint Presentation, <i>submitted at 10/1/13 Public Hearing</i><br>Submitted by Dan Eernisse, Economic Development Manager          |

**Hearing Examiner Meeting Date:** October 1, 2013

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**HEARING EXAMINER AGENDA ITEM**  
**CITY OF SHORELINE, WASHINGTON**

<b>AGENDA TITLE:</b>	Public Hearing to vacate a strip of right-of-way north of intersection of N 155 <sup>th</sup> St. and Westminster Way N, #201944
<b>DEPARTMENT:</b>	Economic Development
<b>PRESENTED BY:</b>	Dan Eernisse, Economic Development Manager

**PROPOSAL**

On August 5, 2013, Staff presented to Council the proposal to vacate approximately 7,335 square feet (sf) portion of public right-of-way (ROW) along the eastern edge of Westminster Way N north of N 155<sup>th</sup> St. In consideration for the vacated property, the property owner will pay \$36,480 and dedicate to the City approximately 6,007sf of Parcel No. 1826049453 (Attachment A). The Council adopted Resolution 347 (Attachment B) that both initiated the street vacation process and fixed a public hearing date before the Hearing Examiner.

The City of Shoreline has proposed the vacation to promote economic development and specifically the Aurora Square Community Renewal Area Plan. The process for reviewing street vacations is described in Chapter 12.17 of the Shoreline Municipal Code (Attachment C) and through State law (Chapter 35.79 RCW). After Council sets the hearing date, the Hearing Examiner holds an open record hearing, enters findings, and makes a recommendation based on the merits of the proposal and the decision criteria. The Council then holds a closed record meeting. No new testimony on the merits of the proposal will be taken by the Council in evaluation of the proposal.

**RECOMMENDATION**

Staff recommends that the Hearing Examiner recommend approval of the vacation of approximately 7,335 square feet (sf) portion of public right-of-way (ROW) along the eastern edge of Westminster Way N north of N 155<sup>th</sup> St.

**DISCUSSION**

In September, 2012, the Council designated the 70+ acre Aurora Square area as a Community Renewal Area (CRA). In August, 2013, Council adopted a CRA Plan (Attachment H) which includes a number of conceptual Public-Private Partnership (PPP) projects that will both improve the function of Aurora Square and provide clear public benefit.

To help the transformation of Westminster Way N, one of the PPP Projects, an approximately 7,335 square feet (sf) portion of public right-of-way (ROW) along the eastern edge of Westminster Way N is proposed to be vacated. In consideration for the

vacated property, the property owner will pay \$36,480 and dedicate to the City approximately 6,007sf of Parcel No. 1826049453. Together the compensation is equivalent to 100% of the Fair Market Value of the vacated right of way. The vacation and the property received as partial consideration will further the transformation of Westminster Way N by improving the layout, safety, and pedestrian-friendliness of the road. Council discussed the vacation at the [June 10, 2013, business meeting](#) and directed staff to draft Resolution No. 347 (Attachment B). The adoption of Resolution No. 347 on August 5, 2013, set the date and time for the Hearing Examiner to hold a public hearing on this issue. The resolution provides for the hearing to occur at 9:00 a.m. on October 1, 2013. As required by SMC [12.17.020](#)(C), a notice of the hearing was posted on-site and in 3 conspicuous locations, appeared in the Seattle Times on September 10, 2013, and was mailed to property owners within 500 feet.

**Valuation:** A third-party appraisal was conducted to determine the values of the vacation and dedication properties. The value of each was found to be \$35 per square foot (Attachment D); the areas initially given to the appraiser resulted in an unequal transaction and therefore a recommendation by the Appraiser that the City receive \$72,000 cash consideration in addition to the dedicated property. After receiving the appraisal, staff worked with the property owner and adjusted the areas dedicated and vacated. The result is that the property owner has agreed to pay \$36,480 to the City along with 6,007sf of property as full compensation for the vacation.

The figure of \$36,480 in cash in addition to the 6,007sf property was derived after the Appraiser estimated the value of the demolition of buildings on the exchange property to be at least \$5/sf, and the building size being estimated at approximately 2,000sf. Therefore, the value of removing the building was established to be \$10,000. Furthermore, the value of the property vacated by the City is approximately \$256,725 more than the property transferred to the City. Therefore, the total value of the vacation ( $\$35 \times 7,335\text{sf} = \$256,725$ ) is \$36,480 more than the value of the consideration in property ( $\$35 \times 6,007\text{sf} = \$210,245$  plus \$10,000 for removal of the building). The actual values of these parcels are expected be adjusted slightly when a surveyor determines accurate legal descriptions and property areas.

### **AGREEMENT WITH PRIVATE PARTY**

The current owner of the site, Tsang Enterprises, LLC, has agreed to provide consideration in the form of cash, property and removal of the building in exchange for the vacation area. While Tsang is currently marketing his site for multi-family use, the vacation helps improve Westminster Way N regardless of whether the property is used for residential or something else, since the resulting road-section is right-sized for the proposed 85' street section that would draw together Aurora Square (see Attachment E).

### **Process**

The process for reviewing street vacations is described in the Shoreline Municipal Code 12.17 and RCW Chapter 35.79. Per Section 197-11-800(2)(h) of the Washington Administrative Code (WAC), SEPA review is not required as part of this proposal. WAC Section 197-11-800(2)(h) specifically indicates that the vacation of streets or roads is exempt.

Staff has notified utilities of the proposal to vacate and requested information regarding infrastructure that may require easements. If the street vacation is approved, any necessary utility easements to be retained would be recorded concurrently with the vacation. This report will be supplemented with this information before the hearing to allow conditions for necessary easements to be included in the Hearing Examiner's recommendation.

## **CRITERIA FOR STREET VACATION APPROVAL**

The criteria for approving Street Vacations are described in Shoreline Municipal Code 12.17.050, and the Hearing Examiner may recommend approval of the Street Vacation if the following criteria are met.

### **CRITERIA A**

***The vacation will benefit the public interest.***

Vacating ROW for the northern finger of property (see Attachment A) will take positive steps toward the transformation of Westminster Way N and provide clear public benefit. Gaining the northern finger of property will provide four benefits that all help transform Westminster for the public and for the businesses operating at Aurora Square:

1. **Vacating the strip along Westminster Way N will allow the construction of a larger development on the property to the east.** A larger property will help the City meet the Council's 2013-2015 Goal 1 (Attachment F) to "strengthen Shoreline's economic base," which specifically include direction to "adopt and implement a Community Renewal Plan for Aurora Square."

2. **Vacating the strip along Westminster way N will improve the function of Westminster Way N.**

Westminster Way N between 155<sup>th</sup> and 160<sup>th</sup> does not function well, and its need for improvement has long been recognized. The Shoreline City Council's [Resolution No. 156](#), adopted on August 23, 1999, accepted the recommendation of the Citizens Task Force to pursue an environmental analysis and pre-design study for the Aurora corridor project. The Citizen Advisory Task Force recommendation included 32 Points (Attachment F). Point #17 of that document is to "Develop a design for closure of Westminster Road between 158<sup>th</sup> and 155<sup>th</sup> by developing a southbound right turn lane at 155<sup>th</sup> Street and converting the existing road section to a driveway entrance to Aurora Square."

The City's CRA Plan's master planning efforts builds on Point #17 and concludes that this section of Westminster Way N will also need:

- Buildings built up to the street/sidewalk on both sides;
- Traffic calming to signal a safe place for pedestrians and bicyclists by making it a two-lane road, possibly with raised crosswalks;
- Back-in angled or parallel on-street parking to provide convenience for those coming to shops or services as well as help calm traffic;

- Well-thought-out vehicle, bike, and pedestrian connections to transit, the Interurban Trail, and the other parts of Aurora Square;
  - Better connection to Aurora Ave N;
  - Calming or elimination of the one-way southbound leg of Westminster Way N to the north of the Interurban bridge over Aurora Ave N;
  - Removal of truck route designation on Westminster Way N north of N 155<sup>th</sup> St;
  - Amenities to bring beauty and continuity.
3. **The property gained will provide more usable open space.** The vacated property is currently an unused and unimproved 15' strip along the east edge of Westminster Way N. While the current strip has little utility or function, the area received in the transaction is contiguous to both the Aurora Interurban Bridge and the open space between the two bridges.
  4. **The property gained provides the option of constructing a road connector from Westminster Way N to Aurora Ave N.** The City has no funding to build a new road connector between Aurora and Westminster Way N that would line up with the current driveway between Sears and Pier 1. However, should such a road connector be determined to provide public benefit, this land transaction provides a location for it to be built.
  5. **The transaction will require removal of the derelict building** on the exchange property that has been abandoned for over ten years.

## **CRITERIA 2**

***The proposed vacation will not be detrimental to traffic circulation, access, emergency services, utility facilities, or other similar right-of-way purposes.***

The 15' strip of ROW is part of a 100' wide stretch of Westminster Way N. The 15' strip was never opened or used as part of the street nor is it paved. Furthermore, no emergency vehicles ever use this area of the property.

On June 24, 2013, a letter was sent to all utility providers requesting comments and conditions necessary to ensure that the proposed street vacation would not be detrimental to their facilities. To date, the City has received three responses. Frontier Cable and Puget Sound Energy indicated that they do not have facilities that would be impacted, while Ronald Wastewater District indicated that they would require an easement. The City is waiting for additional information from RWD to determine the location and square footage of this requested easement.

## **CRITERIA 3**

***The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan.***



The Public Works Department drafted a memo on July 1, 2013 with regard to this proposed vacation. An excerpt about potential impacts on transportation planning and traffic is included below:

### **Transportation Planning**

1. The partial vacation of Westminster Way N does not impact traffic circulation. As part of redevelopment of the adjacent site, the property owner will be required to construct sidewalks, thereby maintaining pedestrian access that already exists.
2. The Transportation Master Plan does not identify any future bicycle facilities for this road segment. Pedestrian facilities are planned for this road segment, however, it is expected that the property owner will construct sidewalks as part of the redevelopment of the adjacent site. Partial vacation of the roadway as proposed will not impact the potential for future pedestrian facilities.
3. The Master Street Plan contained within the Transportation Master Plan states that the cross-section for this roadway will be determined in conjunction with future redevelopment. The partial vacation of Westminster Way N does not impede the potential to develop a cross-section for this roadway, which will be further examined in conjunction with the future redevelopment.

### **Traffic**

4. There are no conflicts with future traffic related issues or needs for the identified property.

### **CRITERIA 4**

***The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.***

There are no policies in the Comprehensive Plan that specifically address street vacations. However, because the vacation allows Westminster Way N to function better, allows a larger development on private property, and helps accomplish the goals of the Aurora Square CRA, the following goals of the Comprehensive Plan are in part met by the vacation:

**FG15:** Create a business-friendly environment that supports small and local businesses, attracts large businesses to serve

**Goal LU VI:** Encourage pedestrian-scale design in commercial and mixed use areas.

**Goal LU VIII:** Encourage redevelopment of the Aurora corridor from a commercial strip to distinct centers with variety, activity, and interest.

**Goal CD II:** Design streets to create a cohesive image, including continuous pedestrian improvements that connect to the surrounding neighborhoods.

**CD3:** Encourage commercial, mixed-use, and multi-family development to incorporate public amenities, such as public and pedestrian access, pedestrian-oriented building design, mid-block connections, public spaces, activities, and solar access.

**CD18:** Preserve, encourage, and enhance open space as a key element of the community's character through parks, trails, water features, and other significant properties that provide public benefit.

**Goal T III:** Provide a pedestrian system that is safe, connects to destinations, accesses transit, and is accessible by all.

**ED6:** Work to reinvigorate economically blighted areas in Shoreline by establishing *Community Renewal Areas* with associated renewal plans.

**ED12:** Revitalize commercial business districts, and encourage high-density mixed-use in these areas.

**ED15:** Direct capital improvements to key areas to promote the city's image, create a sense of place, and grow and attract businesses.

**ED21:** Support public/private partnerships to facilitate or fund infrastructure improvements that will result in increased economic opportunity.

**ED23:** Encourage the redevelopment of key and/or underused parcels through incentives and public/private partnerships.

**ED29:** Reinvent Aurora Square to help catalyze a master-planned, sustainable lifestyle destination.

### **RECOMMENDATION**

Staff recommends that the Hearing Examiner recommend approval of the vacation of vacate approximately 7,335 square feet (sf) portion of public right-of-way (ROW) along the eastern edge of Westminster Way N north of N 155<sup>th</sup> St, subject to reservation of necessary utility easements.

### **ATTACHMENTS**

Attachment A: Map of Vacation and Exchange Properties  
 Attachment B: Resolution 347  
 Attachment C: SMC 12.17  
 Attachment D: Appraisal of Properties  
 Attachment E: Agreement between Tsang and City of Shoreline  
 Attachment F: Shoreline City Council 2012-14 Goals  
 Attachment G: Aurora Corridor Project's 32 Points (update)  
 Attachment H: Aurora Square CRA Plan  
 Attachment I: Public Comments  
 Attachment J: Notice of Public Hearing: October 1, 2013

# 20131001 HE Attachment A Map of Vacation/Exchange

Westminster Vacation Schematic  
7,335sf of right-of-way exchanged for  
consideration of \$36,480 cash,  
\$10,000 to demolish structure, and  
6,007sf of property.

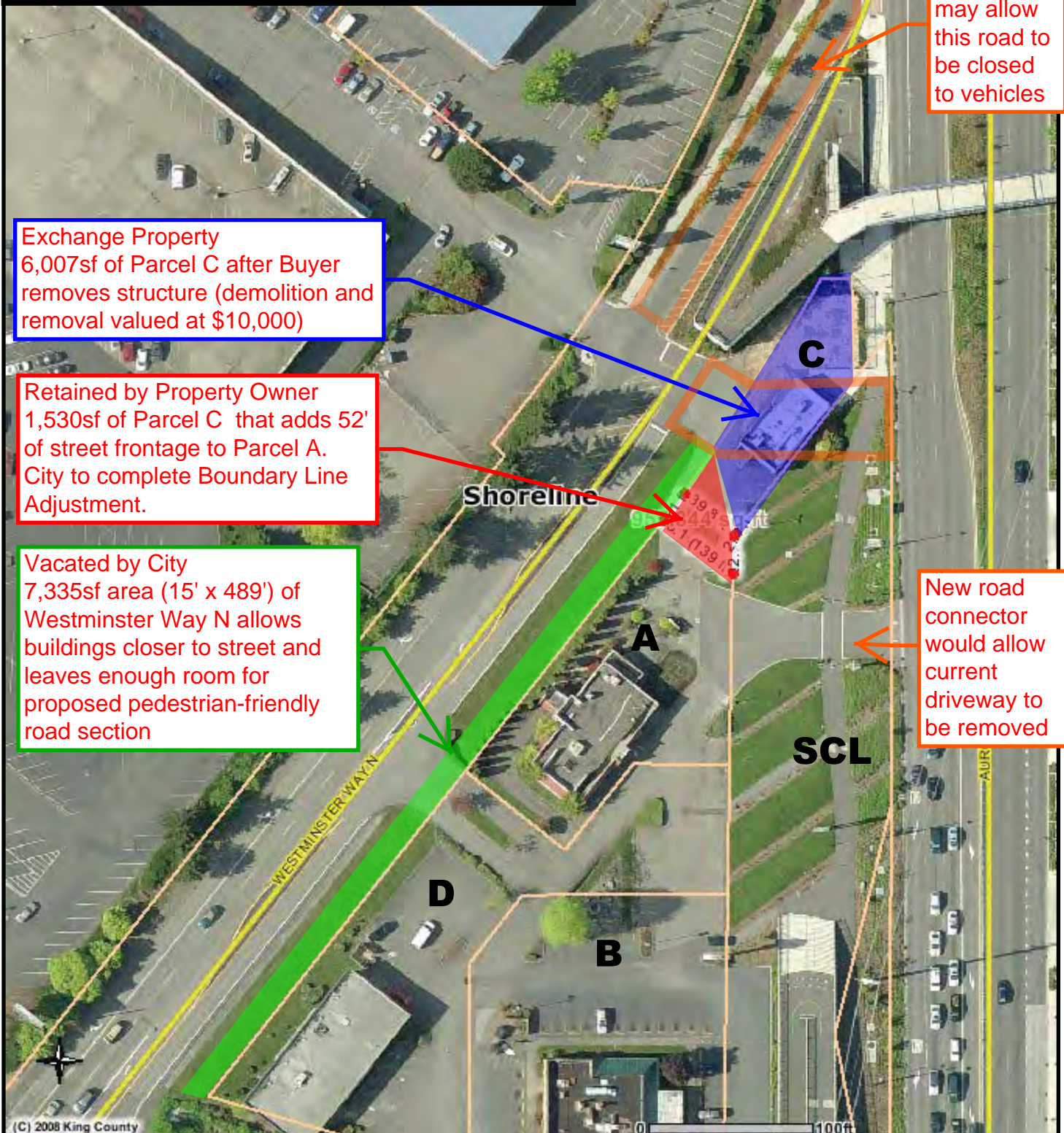
A new road  
connector  
may allow  
this road to  
be closed  
to vehicles

Exchange Property  
6,007sf of Parcel C after Buyer  
removes structure (demolition and  
removal valued at \$10,000)

Retained by Property Owner  
1,530sf of Parcel C that adds 52'  
of street frontage to Parcel A.  
City to complete Boundary Line  
Adjustment.

Vacated by City  
7,335sf area (15' x 489') of  
Westminster Way N allows  
buildings closer to street and  
leaves enough room for  
proposed pedestrian-friendly  
road section

New road  
connector  
would allow  
current  
driveway to  
be removed



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Date: 6/26/2013 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)



**King County**



**RESOLUTION NO. 347****A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, INITIATING REVIEW OF A STREET VACATION FOR 7,335 SQUARE FEET OF RIGHT-OF-WAY ALONG THE EASTERN EDGE OF WESTMINSTER WAY N BETWEEN N 155<sup>TH</sup> STREET AND N 160<sup>TH</sup> STREET; AND FIXING A PUBLIC HEARING DATE FOR THE VACATION**

WHEREAS, the City Council may initiate a street vacation review by a resolution of intent under SMC 12.17.040 in lieu of a petition from two-thirds of abutting owners; and

WHEREAS, the City has identified a need to vacate 7,335 square feet of right-of-way along the eastern edge of Westminster Way N between N 155<sup>th</sup> Street and N 160<sup>th</sup> Street to improve pedestrian and vehicle connectivity on Westminster Way N in order to enhance the economic function of the Aurora Square Community Renewal Area; and

WHEREAS, in exchange for vacation of 7,335 square feet of the Westminster Way N right-of-way, the owner of the property acquiring the vacated right-of-way has committed to dedicating approximately 6,007 square feet of King County Parcel No. 1826049453 to the City, in addition to consideration including both \$36,480 in cash funds and demolishing the building on the parcel; and

WHEREAS, the Council finds that a public hearing prior to consideration of final action shall be set before the Hearing Examiner; NOW, THEREFORE

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

**Section 1. Vacation Proposed.** The City Council declares its intent to consider the vacation of 7,335 square feet of right-of-way along the eastern edge of Westminster Way N between N 155<sup>th</sup> Street and N 160<sup>th</sup> Street described in Exhibit 1 and depicted in Exhibit 2, following notice to the public and abutting owners as required by law and a public hearing.

**Section 2. Hearing Date.** A public hearing to take public comment on the vacation described in Section 1 is hereby set before the Hearing Examiner for Tuesday, October 1, 2013, to commence at 9:00 a.m., in the Council Chambers at 17500 Midvale Avenue North, Shoreline, Washington 98133. Following the public hearing, the City Council shall consider the hearing record and the recommendation of the Hearing Examiner at a closed record hearing and take such action in regard to the vacation as may be deemed appropriate.


**Section 3. Notice of Hearing.** The City Clerk shall cause to be posted a notice containing a statement that the vacation has been initiated by the City Council describing

the right-of-way proposed to be vacated, and the time and place of the hearing to consider the vacation at the times and locations set forth in SMC 12.17.020. The Notice shall further state that if 50 percent of the abutting property owners file written objection to the proposed vacation with the City Clerk prior to the Hearing Examiner hearing, the vacation proceeding will terminate.

**ADOPTED BY THE CITY COUNCIL ON AUGUST 5, 2013.**

  
Keith A. McGlashan, Mayor

**ATTEST:**

  
Scott Passey  
City Clerk

**EXHIBIT 1 - RESOLUTION NO. 347****LEGAL DESCRIPTION OF AREA SUBJECT TO RIGHT-OF-WAY VACATION**

Eastern 15 feet of Westminster Way N adjacent to the following tax parcels:

- King County Tax Parcel 1826049454;
- King County Tax Parcel 1826049081; and
- The southern 53 feet of King County Tax Parcel 1826049453



Westminster Vacation Schematic  
7,335sf of right-of-way exchanged for  
consideration of \$36,480 cash,  
\$10,000 to demolish structure, and  
6,007sf of property.

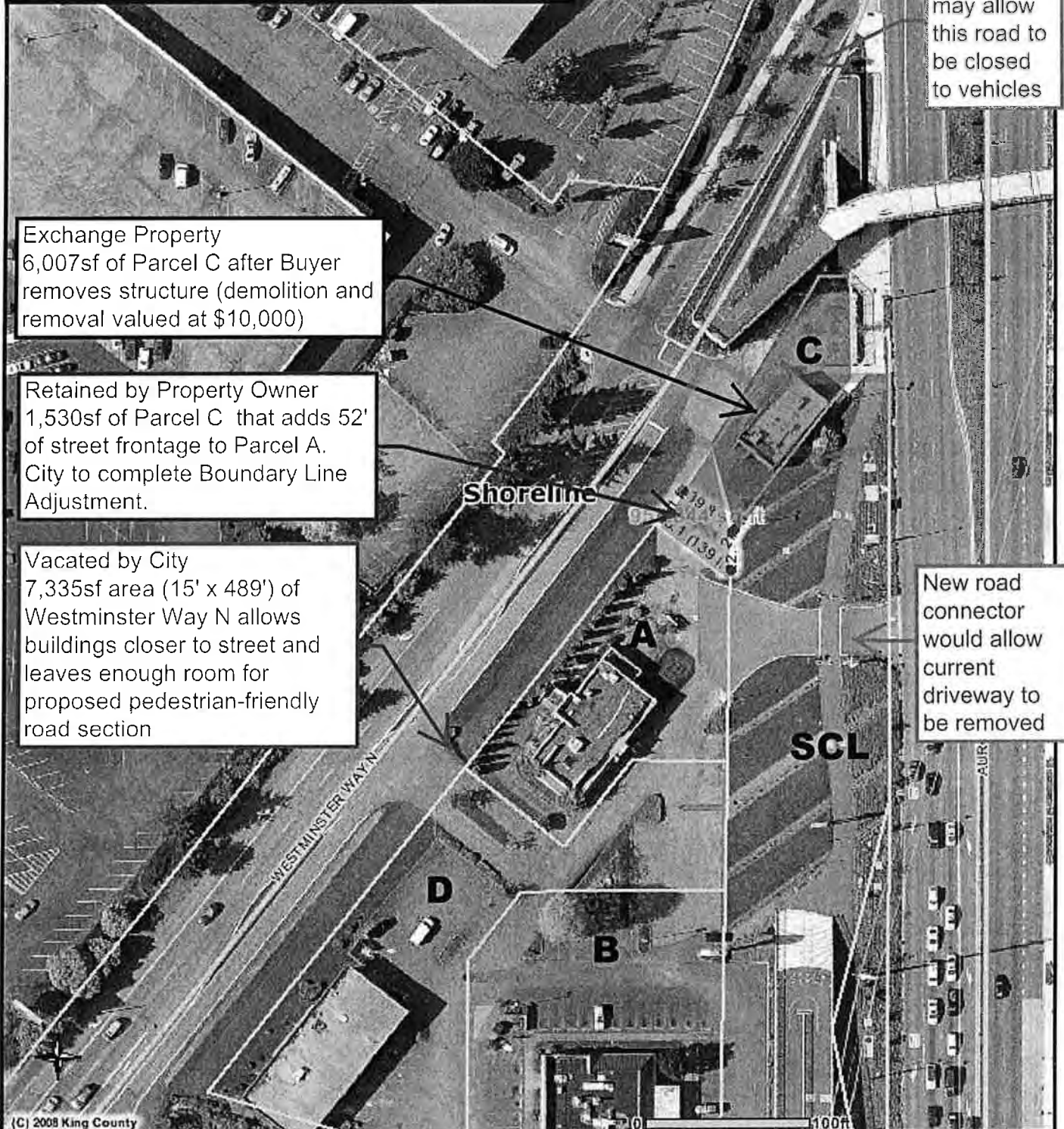
A new road  
connector  
may allow  
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Exchange Property  
6,007sf of Parcel C after Buyer  
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Retained by Property Owner  
1,530sf of Parcel C that adds 52'  
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New road  
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King County

Date: 6/26/2013 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)

(34 hits)

## Chapter 12.17 STREET VACATION

### Sections:

- 12.17.010 Purpose.
- 12.17.020 Petition method – Procedure.
- 12.17.030 Petition method – Compensation.
- 12.17.040 Resolution method – Procedure.
- 12.17.050 Hearing criteria.
- 12.17.060 Limitations on vacations abutting bodies of water.

### **12.17.010 Purpose.**

This chapter establishes procedures and criteria for the vacation of city right-of-way or easements. The provisions of this chapter supplement Chapter 35.79 RCW. [Ord. 339 § 4, 2003]

### **12.17.020 Petition method – Procedure.**

A. The owners of two-thirds interest in any real estate abutting any city right-of-way, or any part thereof, may file a petition with the city clerk giving a description of the property to be vacated, together with a nonrefundable street vacation fee established by the council. Petitions shall comply with petition requirements of RCW 35A.01.040.

B. After verification of the petition by city staff, the city council by resolution shall fix a time when the petition will be heard by the hearing examiner not more than 60 days nor less than 20 days after the date of the passage of such resolution.

C. The city shall post a public notice at least 20 calendar days before the hearing in three conspicuous public places and in a conspicuous place on the street or alley sought to be vacated. Copies of the notice shall be mailed to each owner of property within 500 feet of the proposed vacation area at least 15 days before the hearing. The notice shall include:

1. A statement that a petition has been filed to vacate the street or alley;
2. The description of street or alley to be vacated; and
3. The time and place of the hearing of the petition.

D. The hearing examiner shall conduct an open record hearing to determine whether the hearing examiner will recommend approval of the petition to the city council based on criteria of this chapter and planning and engineering staff recommendations.

E. After the hearing examiner has issued his or her recommendation the petitioner shall pay the actual cost for preparation of the appraisal report to determine the fair market value of the subject property together with a deposit to cover anticipated closing costs required by the vacation as recommended by the hearing examiner.



F. If the petition is approved by the city council following a closed record hearing and a vacation ordinance is adopted, the effective date and recording of a certified copy of the ordinance with the King County records division shall be conditioned on the payment of compensation and expenses under this chapter and recording of utility or other public easements necessary to satisfy vacation criteria. [Ord. 648 § 1, 2012; Ord. 339 § 4, 2003]

#### **12.17.030 Petition method – Compensation.**

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A. The amount of compensation shall be the full-appraised value of the area to be vacated if the vacated property has been part of the dedicated public right-of-way for 25 years or more, or if the property was acquired at public expense. Compensation shall be one-half of the appraised fair market value if dedicated less than 25 years.

B. The vacation ordinance shall appropriate the compensation received from the vacation, provided one-half of the proceeds shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. [Ord. 339 § 4, 2003]

#### **12.17.040 Resolution method – Procedure.**

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A. The city council may propose a vacation by resolution of intent to vacate in lieu of a petition from abutting property owners. The resolution shall set a hearing before the hearing examiner within the timeframes of SMC 12.17.020(B).

B. A notice of hearing shall be posted and mailed as required by SMC 12.17.020(C), except the notice shall state the vacation was initiated by the city council and further state that if 50 percent of the abutting property owners file written objection to the proposed vacation with the city clerk prior to the hearing examiner hearing, the vacation proceeding will terminate.

C. If sufficient objections to the vacation are not filed, the hearing examiner shall hold an open record hearing, and make a recommendation to the council based on the vacation criteria of this chapter and recommendations of planning and engineering staff.

D. The city council shall hold a closed record hearing to consider the hearing record and recommendation of the hearing examiner. [Ord. 648 § 1, 2012; Ord. 339 § 4, 2003]

#### **12.17.050 Hearing criteria.**

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The hearing examiner and city council shall find each of the following criteria is satisfied in making their recommendation and decision:

A. The vacation will benefit the public interest;

B. The proposed vacation will not be detrimental to traffic circulation, access, emergency services, utility facilities, or other similar right-of-way purposes;

C. The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan; and

D. The subject vacation is consistent with the adopted comprehensive plan and adopted street standards. [Ord. 648 § 1, 2012; Ord. 339 § 4, 2003]

**12.17.060 Limitations on vacations abutting bodies of water.**

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Vacations of a street or alley abutting a body of fresh or salt water must comply with all the procedures and criteria of RCW 35.79.035 in addition to this chapter. [Ord. 339 § 4, 2003]

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**The Shoreline Municipal Code is current through Ordinance 663, passed July 1, 2013.**

Disclaimer: The City Clerk's Office has the official version of the Shoreline Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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**Mr. Dan Eernisse, Manager**  
**Economic Development**  
**City of Shoreline**

**Project Number:**  
**Owner:** Tsang Enterprises, LLC  
**Tax ID No.:** 182604-9453  
**Project:** Westminster Way North Street Vacation  
**R/W Plan Title:** Westminster Way Map  
**Plan Sheet:** 1 of 1  
**Plan Approval Date:** 6/20/2013  
**Date of Worksheet:** 6/24/2013

**20131001 HE Attachment D**  
**Appraisal of properties**

### CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

- ◆ The statements of fact contained in this appraisal are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ◆ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ◆ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ◆ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ◆ I have made a personal inspection of the property that is the subject of this report. I have, to the extent possible, made a personal inspection of the comparable sales referenced in this report.
- ◆ No one provided significant real property appraisal assistance to the person signing this certification.
- ◆ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the previous three years.
- ◆ The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to the Uniform Standards of Professional Appraisal Practice.
- ◆ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ◆ As of the date of this report, I have completed the Standards and Ethics Education requirements for Practicing Affiliates of the Appraisal Institute.
- ◆ I have disregarded any increase in Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner.
- ◆ I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- ◆ This appraisal has been made in conformity with the appropriate State and Federal laws and requirements, and complies with the contract between the agency and the appraiser.

The property has been appraised for its market value as though owned in fee simple, or as encumbered only by the existing easements, if any, as of the date of inspection, which was June 22, 2013. No title report was furnished to the appraiser.

The opinion of value expressed below is the result of, and is subject to, the data and conditions described in detail in this report of 11 pages.

I made a personal inspection of the property that is the subject of this report on June 22, 2013. The **Date of the Report** is June 24, 2013.

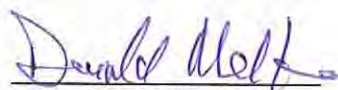
The **Date of Value** for the property that is the subject of this appraisal is **June 22, 2013**. Per the **Market Value** definition herein, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

Indicated Value City of Shoreline Parcel Street R/W	\$257,000
Indicated Value of Tsang Enterprises, LLC Parcel C	<u>\$185,000</u>
Indicated Value Difference	\$ 72,000

Date of Assignment or Contract: June 18, 2013

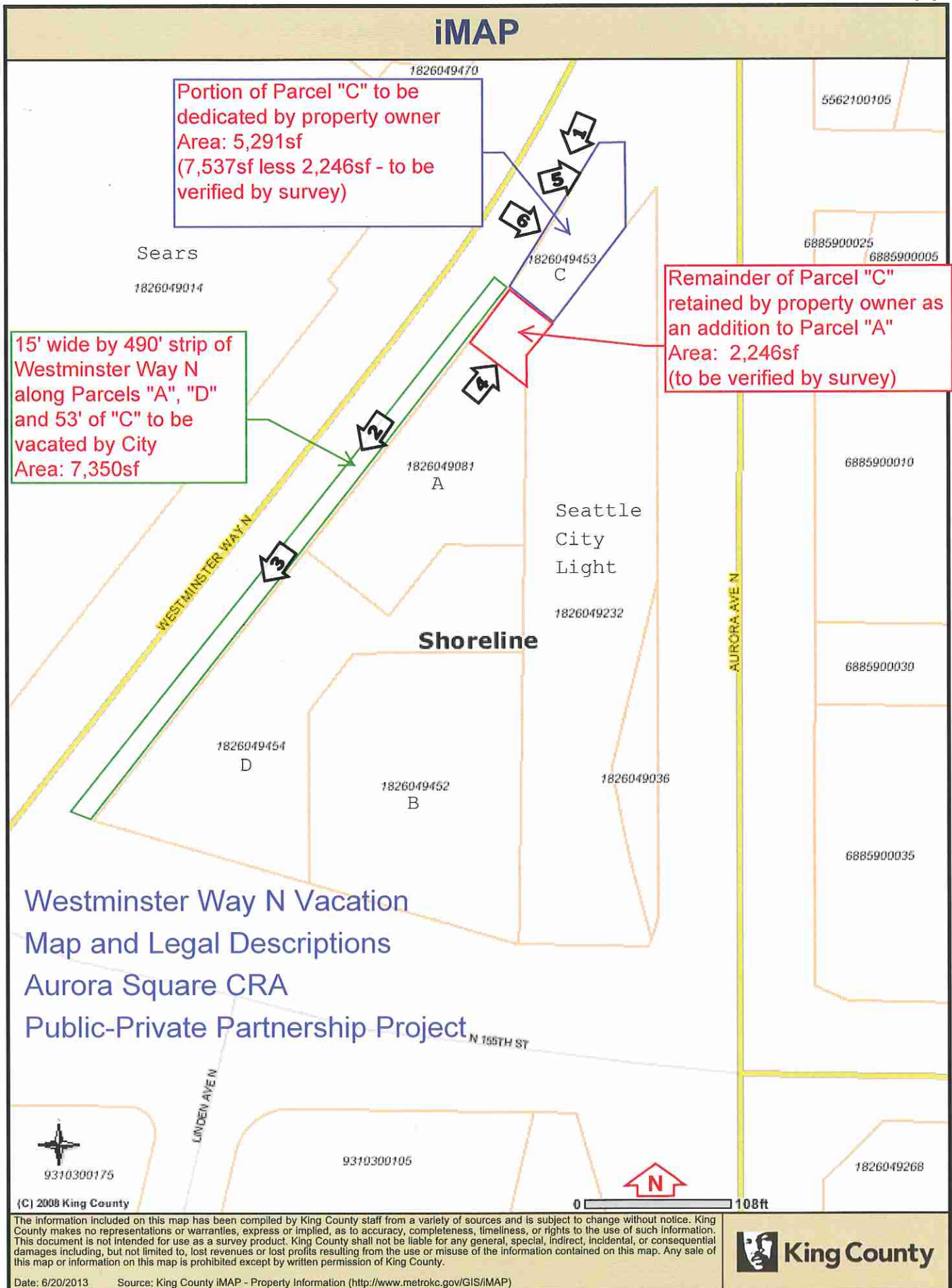
Date Signed:

6/25/2013



Donald K. Melton  
 WA State Certified General Real Estate  
 Appraiser #1100878





**SUBJECT PROPERTY PHOTOGRAPHS**

Taken by Donald Melton on June 22, 2013



1. View from Parcel C and Westminster Way North looking south along existing street. Parcel C to left.



2. View of City of Shoreline Parcel looking south. Exchange parcel is right of tree line.





3. View of City of Shoreline Parcel looking south.  
Exchange parcel is right of building.



4. View of Parcel C from the south end looking north.





5. View of north end of Parcel C from Westminster Way North looking northeast.



6. View of building improvements on Parcel C from Westminster Way North looking east.

## **REPORT PARAMETERS AND DEFINITIONS**

### **Effective Date of Value**

The effective date of the value opinion for the subject property is June 22, 2013, the last date of property inspection.

### **Property Rights Appraised**

This is an appraisal of the fee simple interest in the subject property or portions of the subject property identified in this report, subject to all easements, encroachments and other encumbrances noted in this report and specifically stated in Section 6 of this report. To the extent that the property may be leased or encumbered with other interests, this fee simple interest may be a hypothetical condition that is appropriate for the intended user and use of the appraisal. *Fee Simple* is defined by the Fifth Edition of the Appraisal Institute's *Dictionary of Real Estate Appraisal* as the "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

### **Definition of Market Value**

*Market Value* is defined by the *Washington Pattern Jury Instructions* (WPI 150.08) as "the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied."

### **Definition of Cash Equivalent**

A price expressed in terms of cash (money) as distinguished from a price which is expressed all or partly in terms of the face amount of notes or other securities which cannot be sold at their face amount. Market data in this appraisal are compared to the subject on an all cash basis to satisfy the definition of Market Value.

### **Definition of the Larger Parcel**

The Fifth Edition of the Appraisal Institute's *Dictionary of Real Estate Appraisal* defines the Larger Parcel (also known as the "parent parcel") as: "In governmental land acquisitions, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use."

### **Reasonable Exposure Time**

The exposure time is defined as "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon analysis of past events assuming a competitive and open market."

### **Competence of Appraiser**

Donald Melton has both the knowledge and experience required to competently perform this appraisal.



## DESCRIPTION OF SUBJECT PROPERTY

### 1. OWNERSHIP

According to the public records the owner of the subject property known as “Parcel C” is Tsang Enterprises, LLC. The City of Shoreline owns the street right-of-way portion of the proposed trade.

### 2. SUBJECT

The subject property known as “Parcel C” is an irregularly shaped site that has been developed with a 1,508 s.f. masonry retail/warehouse building. It was constructed in 1977 and the owners have closed the building and it is scheduled for demolition. According to public records, the site contains 7,537 s.f. The street address is 15565 Aurora Avenue North, Shoreline, Washington.

The City of Shoreline owns the street right-of-way portion of the proposed trade and it contains about 7,350 s.f.

### 3. LEGAL DESCRIPTION / ASSESSOR’S PARCEL NUMBER

The lengthy legal descriptions are retained in the appraiser’s office files. According to the King County Assessor’s records, the subject property known as “Parcel C” has a parcel number of 182604-9453. The City of Shoreline street right-of-way does not have a parcel number.

### 4. SALES HISTORY / USE HISTORY

King County records show that the subject’s larger parcel (Parcel C) was purchased on November 19, 2012 for \$2,152,000 as part of a four parcel transaction. The buyer is reportedly planning to remove all the existing structures and redevelop the site with a mixed use apartment (350 units) and commercial complex.

### 5. THE APPRAISAL PROBLEM

#### Appraisal Problem Overview

The purpose of this appraisal is to provide an opinion of the Market Value of the proposed fee acquisition of 5,291 s.f. of Parcel C as of the date of appraisal. The City of Shoreline has about 7,350 s.f. of excess street right-of-way adjacent to the subject’s larger parcel that they want to trade with the property owner for the 5,291 s.f. of Parcel C. Specifically, in the case of the subject, the purpose of the appraisal is to provide an opinion of the Market Values of the two segments of the proposed trade areas using the Administrative Offer Summary Format (AOS) report, a type of restricted format appraisal report.

#### USPAP Compliance

This appraisal is intended to conform to the *Uniform Standards of Professional Appraisal Practice* (USPAP), adopted by the Appraisal Foundation in 1987 and amended. This restricted format appraisal report as defined in USPAP and set forth under Standards Rule 2-2(b) presents no discussions of the data, reasoning and analyses that were used in the appraisal process to develop my opinion of value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated in this report.

**Client, Intended Use/User(s) of Appraisal and Restrictions On Use**

The client is the City of Shoreline. The intended use of this appraisal is to provide information to the client to assist in decisions regarding the potential acquisition of the various subject property rights described herein for the Westminster Way North Street Vacation Project. The intended user of this appraisal is the client. This appraisal is intended for use by only the above-referenced parties for the indicated use and purpose. All others reading or relying on this report are unintended users. The opinions and conclusion set forth in this report may not be understood properly without additional information retained in the appraiser's work file.

**Scope of Investigation / Appraisal Development and Reporting Process**

This appraisal has been based upon an investigation of the neighborhood, the subject market area and region in general. The subject property was inspected on June 22, 2013, and the photographs included in this report were taken on June 22, 2013. Specific data on the subject were obtained from/furnished by my personal inspection of the subject, representatives from, and records of, King County and the Department of Public Works and Utilities, Planning and Development Services, King County Auditor's, Assessor's and other offices, and various other public agencies. In addition, various individuals and departments at the City of Shoreline were contacted.

Specific data regarding sales were generally obtained from/furnished by my personal inspections of the properties; grantors; grantees; MetroScan; CoStar, the Northwest Multiple Listing Service; public records; and local real estate agents, managers, and brokers. All of the data used was directly confirmed by Don Melton or other staff at the Eastman Company. A number of knowledgeable individuals and market participants were interviewed regarding the current state of the market, and the resulting opinion of value is considered to be reasonable and well supported. It is assumed that all information gathered from various sources is correct and accurate; any changes or modifications of this data may invalidate the conclusions contained herein.

The scope of the investigation and analyses is extensive, including analysis of the subject property, interviews with various governmental officials and private parties, demographic and economic research, research and analysis of various market data including sales information, and valuation analyses of the subject property. Further details are described in various parts of this report. The resulting opinion of value is considered to be reasonable and well supported. Supporting documentation is retained in the work file at The Eastman Company.

**6. RIGHTS TO BE ACQUIRED AND EFFECTS OF ACQUISITION****Property Rights to Be Acquired**

The City of Shoreline wishes to acquire certain property rights for the Westminster Way North Street Vacation Project. The subject property rights to be purchased are defined as follows:

**Acquisition Parcel:** Tsang Enterprises, LLC Parcel: The City of Shoreline is proposing to purchase 5,291 s.f. of the northerly portion of tax parcel 182604-9453, which is also known as Parcel C. The proposed fee acquisition area is irregular in shape. Please refer to the attached map and exhibits for specific details. For the purpose of this appraisal assignment, it is assumed

that the building and site improvements have been removed and that the site is vacant land. The fee taking area is generally level and at grade with Westminster Way North. There will be no resultant changes in the current use, highest and best use, zoning, availability of utilities, utility of access, visibility and exposure, functional utility or general marketability of the larger parcel property due to the proposed acquisition. The City of Shoreline has stated that the proposed redevelopment of the site will not be adversely impacted by this fee acquisition if the proposed trade with the City is completed.

**Exchange Parcel:** The City of Shoreline is proposing an exchange with the ownership of Parcel C. The City parcel is a strip of land that contains 7,350 s.f. and is located along the east side of Westminster Way North. The parcel is 15 feet in width and about 490 feet in length.

## 7. HIGHEST AND BEST USE

The Highest and Best Use of Parcel C, as vacant, is for commercial development consistent with the MUZ zoning. The Highest and Best Use of the parcel owned by the City of Shoreline, as vacant, is for assemblage with an adjacent parcel and then for development consistent with the MUZ zoning.

## 8. LAND VALUATION

The real estate market is not a perfect market, as demonstrated by the sales used in this analysis, and properties with similar highest and best use will sell for different amounts. The Sales Comparison Approach was utilized in the valuation of the subject. Four sales and two listings were selected to be used in this report to reflect the mixed use commercial potential of the site. These sales and listings show a range of value, indicating the price the subject would likely sell for if available in the market today. Before adjustment, these six comparable properties ranged in price from about \$26.00 to \$43.65 per s.f. After adjustments are made for various differences between the comparables and the subject, it is concluded that these sales indicate a Market Value for the subject of \$35.00 per square foot (rounded). The compensation due to the City of Shoreline for the proposed trade areas is therefore indicated as follows:

City of Shoreline Parcel:

7,350 s.f. @ \$35.00 per s.f. = (rounded)	\$257,000
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Tsang Parcel C:

5,291 s.f. @ \$35.00 per s.f. = (rounded)	<u>\$185,000</u>
---	------------------

In conclusion, the compensation due for the proposed trade is estimated at **\$72,000**.

## 9. SITE IMPROVEMENT VALUATION

Compensation is required for both the lands to be acquired, and also for the site improvements that are located within the proposed fee taking area, if they contribute to the highest and best use. Both parcels in the trade are assumed to be vacant and available for development, therefore no compensation is indicated for site improvements. Both areas are planned for redevelopment.

## 10. CONCLUSION

In conclusion, the estimated Market Values for the proposed trade areas are not equal due to their size differences. The property owned by the City is larger, therefore it has a greater market value. The estimate differential is Seventy Two Thousand Dollars (\$72,000).

## APPRAISAL ASSUMPTIONS AND LIMITING CONDITIONS

1. The property description supplied to the appraiser is assumed to be correct.
2. The appraiser has made no survey of the property, and assumes no responsibility in connection with such matters. Illustrative material, including maps and plot plans, utilized in this report are included only to assist the reader in visualizing the property. Property dimensions and sizes are considered to be approximate.
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable unless otherwise stated.
4. Information furnished by others is believed to be true, correct, and reliable. However, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is assumed to be under responsible, financially sound ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies which may be required to discover them.
7. Unless otherwise stated in this report, no environmental impact studies were either requested or made in conjunction with this report. The appraiser reserves the right to alter, amend, revise, or rescind any opinions of value based upon any subsequent environmental impact studies, research, or investigation.
8. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. However, the appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value conclusions in this report are predicated on the assumption that there are no such materials on or in the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for the expertise required to discover them. The client is urged to retain an expert in this field if desired. The analysis and value conclusions in this report are null and void should any hazardous material be discovered.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been specified, defined and considered in this report.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or federal governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate is based.

12. The appraiser will not be required to give testimony or appear in court because of having made this report, unless arrangements have previously been made.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, client, firm, or professional organization of which the appraiser is a member be identified without the written consent of the appraiser.
15. The liability of the appraiser, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property.
16. It is assumed that the public project which is the object of this report will be constructed in the manner proposed and in the foreseeable future.
17. Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.
18. The following General Assumptions and Limiting Conditions are supplemented by additional specific assumptions and limiting conditions identified in the attached report.
19. The value conclusions are the result of integration of the entire appraisal process, including multiple methodologies, approaches and analyses. Any specific errors or omissions may or may not change the value conclusions.
20. The forecasts, projections and estimates contained in this report are based on current market conditions, anticipated short-term supply and demand factors, and a stable economy. These forecasts are, therefore, subject to changes with future conditions. The analyses and conclusions are valid only as of the date of value of the report.
21. The allocation of total value to land, buildings, or any fractional part or interest as shown in this report, is invalidated if used separately or in conjunction with any other appraisal.
22. For the purpose of this appraisal assignment it is assumed that the building and site improvements have been removed and that both the sites are vacant land. In addition, the City of Shoreline has stated that the proposed redevelopment of the site will not be adversely impacted by this fee acquisition if the proposed trade with the City is completed.



## ADMINISTRATIVE OFFER SUMMARY

Project: Westminster Way North Vacation Project Parcel #: C  
 CRP: N/A Assessor's Parcel #: 182604-9453  
 Owner: Tsang Enterprises, LLC Sheet \_\_\_\_\_ of \_\_\_\_\_  
 Address: 15565 Aurora Ave. No., Shoreline, WA Funding #: \_\_\_\_\_

Plan Approval Date: 6/20/2013 Revision Date: \_\_\_\_\_ Worksheet Date: \_\_\_\_\_

Before Area: 7,537 SF After Area: 2,246 SF  
 Acquisition Area: Fee: 5,291 SF Easement: \_\_\_\_\_ SF  
 (area) (type) (area)

Construction Permit: \_\_\_\_\_

Current Use: Closed retail/warehouse building Zoning: MUZ

Highest and Best Use Vacant: Mixed use development Improved: Demolition - redevelopment

Effects of Acquisition: There will be no resultant changes in the current use, highest and best use, zoning, availability of utilities, utility of access, visibility and exposure, functional utility or general marketability of the larger parcel due to the proposed acquisition.

Sales relied on: Land Sales 1-4, plus 2 listings retained in office files 6/24/2012

Subject sold within the last 5 years? Yes Is it used as comparable sale in analysis? Yes

If no, explain why not: \_\_\_\_\_

## ACQUISITION COMPENSATION

Land in Fee:			
<u>5,291</u> SF	<u>\$35.00</u>	<u>\$185,185</u>	
(area)	(unit value)		
Easements:			
<u>None</u> SF			
(area)	(unit value) (%)		
<u>      </u> SF			
(area)	(unit value) (%)		
Improvements:			
<u>None</u> SF			
(type) (size)	(unit value)		
<u>      </u> SF			
(type) (size)	(unit value)		
Damages: <u>None</u>			
Total:		<u>\$185,185</u>	
Total (Rounded):		<u>\$185,000</u>	

Prepared By: Donald Melton - The Eastman Company Date: 6/24/2013

- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent on an action or event resulting from this report.

Donald Melton  
 Donald Melton - The Eastman Company

6/25/2013  
 Date

This form is prepared in conformance with Local Agency Guidelines policy and procedures.

Project:	Westminster Way North Vacation Project	Parcel #:	Street R/W
CRP:	N/A	Assessor's Parcel #:	N/A
Owner:	City of Shoreline	Sheet	of
Address:	15700 block Westminster Way N., Shoreline, WA	Funding #:	

If no, explain why not: \_\_\_\_\_

October 1, 2013



**QUALIFICATIONS OF APPRAISER****DONALD K. MELTON****EXPERIENCE HISTORY:**

1985 to Present: Appraiser and Consultant, The Eastman Company, Seattle, Washington.  
 1978 to 1984: Appraiser and Consultant, Lamb, Hanson, Lamb, Seattle, Washington.  
 1977 to 1978: Appraiser and Consultant, Conger, Schueler, McKown, Seattle, Washington.

Specialty appraisal experience in valuing most property types for condemnation/acquisition purposes, golf courses and driving ranges, special use properties with environmentally critical features and hazards, parks and open space uses, conservation easements and many other types of easements (sidewalks, utilities, slopes, power lines, roads).

General experience includes the following property types: Apartments (2-250 units), bingo parlors, car dealerships, cemeteries, churches, dry cleaners, fire and police stations, funeral homes, grocery stores, golf courses, historical buildings, laundromats, lumber yards, machine shops, marinas, medical clinics, mobile home parks, mortuaries, motels/hotels, oil/fuel storage farms, orchards, office buildings, radio stations, retail stores, restaurants, retirement homes, schools, service stations, shopping centers, single family residences, subdivisions, taverns, transmission lines, vacant land (upland and submerged), warehouses and other special use properties.

**EDUCATION:**

Bachelor of Arts in History and Communicative Disorders, University of Washington, 1976. Provisional Teaching Certificate, 1976.

Society of Real Estate Appraisers, Course 101, 201 and Examination R-2. American Institute of Real Estate Appraisers Courses 1B-A, 1B-B, 2-1, 2-2, 2-3, 710 (Condemnation Appraising), Standards of Professional Practice Parts A, B and C and successfully challenged Courses 1A-1 and 1A-2. Successfully passed Demonstration Appraisal Report course.

Additional training includes multiple continuing education classes such as the Appraisal Institute 2011 seminar "Uniform Appraisal Standards for Federal Land." Other recent seminars include the Washington State Department of Natural Resources seminar "Forestland Road Cost Obligations" and the US Department of Transportation, Federal Highway Administration (NHI) seminar "Appraisal Review for Federal-Aid Highway Programs."

**DESIGNATION:** Washington State Certified General Real Estate Appraiser (1100878)

**PROFESSIONAL AFFILIATIONS:**

Candidate for Designation, Appraisal Institute  
 Washington State Department of Transportation (WSDOT) approved appraiser

**COURT EXPERIENCE:**

Qualified as an expert witness and have testified in the Superior Court of the State of Washington.

**CLIENTS SERVED:**

Chevron, USA  
 Seattle School District  
 Seattle and Kent Parks Departments  
 Puget Sound Energy/Puget Western  
 Department of Navy  
 National Park Service

King, Pierce and Snohomish Counties  
 General Services Administration  
 Cities of Seattle, Bellevue, Kent  
 Cities of Bothell, Everett, Burlington  
 Washington State Department of Transportation  
 Washington State Parks & Recreation Commission

**20131001 HE Attachment E  
Tsang/Shoreline Agreement**

## **RIGHT OF WAY VACATION AGREEMENT**

**THIS RIGHT OF WAY VACATION AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2013, for reference purposes only, by and between **CITY OF SHORELINE**, a municipal corporation (the "Seller") and Tsang Enterprises LLC, (the "Buyer").

### **RECITALS**

A. Seller is the owner of that certain right-of-way of approximately 7,335 square feet located in the City of Shoreline, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the "Property").

B. Seller is desirous of vacating the Property and Buyer is desirous of purchasing the Property.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### **ARTICLE 1. PROPERTY**

**1.1. PROPERTY TO BE VACATED.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall vacate and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

(a) all the Seller's right, title and interest in the parcel identified as the Property, as described in **EXHIBIT A**;

(b) all of Seller's right, title and interest in improvements and structures located on the Property, if any;

(c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property");

## ARTICLE 2. PURCHASE PRICE

2.1. **Purchase Price and Payment.** In consideration of the Vacation of the Property, Buyer shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of \$256,725 (the "Purchase Price") consisting of cash in the amount of \$36,480 and a statutory warranty deed conveying to the Seller the real property depicted in Exhibit B attached hereto approximately 6,007 square feet in area. Buyer shall provide a legal description prior to closing and incorporated herein by reference ("Exchange Property"). The Purchase Price and Payment reflects the value of the Property and the Exchange Property at \$35 per square foot and includes a \$10,000 credit for the demolition and removal of the existing structure on the Exchange Property.

2.2. **ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimis*.

2.3. **DEPOSIT.** Within two (2) business days after the execution of this Agreement, Buyer shall deliver to Shoreline Administrative Services Department, in trust, a promissory note in the amount of \$9,250.00 (the "Deposit"). The Deposit shall be due and payable as provided in this Agreement.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. **WARRANTIES AND REPRESENTATIONS OF SELLER.** As of the Closing Date, Seller represents and warrants as follows:

3.1.1. **EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

3.1.2. **FULL DISCLOSURE.** To the extent of Seller's knowledge as defined herein, no representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or

misleading. As used in this Agreement, the phrase "Seller's knowledge" or any derivation or variation thereof shall mean the actual knowledge of the following persons, based on their reasonable inquiry in the file locations where the relevant information would normally be filed:

**3.1.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Buyer or any action taken by Buyer.

**3.1.4. CONTRACTS.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Property or any portion thereof.

**3.1.5. FUTURE AGREEMENTS.** From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or

(ii) sell, dispose of or encumber any portion of the Property;

**3.1.6. MAINTENANCE OF THE PROPERTY.** Seller shall continue to maintain the Property in compliance with all applicable laws and pay all costs of the Property with respect to the period prior to Closing.

**3.1.7. CONDITION OF THE PROPERTY.** (a) Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property, including, without limitation:

(i) The water, soil and geology;

(ii) The income to be derived from the Property;

(iii) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;

(iv) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

(v) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;

(vi) The manner or quality of the construction or materials, if any, incorporated into the Property; or

(vii) Any other matter with respect to the Property.

(b) Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, zoning or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous materials or substances.

(c) Without limitation, Seller does not make and specifically disclaims any warranties, express or implied, any warranties or representations with respect to the structural condition of the Purchased Assets, the area of land being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Purchased Assets, and the compliance or noncompliance of the Purchased Assets with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Hazardous Substances" shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) All provisions of this Section 3.1.10 shall survive Closing and the expiration or earlier termination of this Agreement.

**3.1.11. RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** As of the Closing Date, Buyer represents and warrants as follows:

**3.2.1. Reciprocal terms for Exchange Property.** Terms applicable to the Seller as to the Property under 3.1.1-3.1.11 shall apply to the Buyer with equal force and effect in regard to the Exchange Property to be conveyed as part of the purchase price from the Buyer to the Seller.

**3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT,**

**AUTHORITY.** The execution, delivery and performance of this Agreement by Buyer does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party or which is presently in effect and applicable to Buyer. This agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. FULL DISCLOSURE.** No representation or warranty by Buyer in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.2.4. CONDITION OF PROPERTY.**

(a) Buyer acknowledges and accepts Seller's disclaimer of the Property condition in Section 3.1.10 of this Agreement.

(b) Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person, and, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis with all faults. It is understood and agreed that the sale price reflects that the Property is sold by Seller to Buyer subject to the foregoing.

(c) Buyer acknowledges that Buyer has approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

**3.2.5. INDEMNIFICATION.** From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against



any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property.

#### **ARTICLE 4. TITLE MATTERS**

**4.1. TITLE.** Seller shall deliver to Buyer good and marketable title, free and clear of all liens, defects and encumbrances, except the reservation of easements for existing public utilities, if any. The title, right of possession and interest in the Property shall pass to Buyer upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer.

**4.3. CONVEYANCE.** Seller shall convey to Buyer the title to the Property by Shoreline Ordinance vacating the Property, subject only to necessary utility easements, and record a Declaration of Street Vacation.

#### **ARTICLE 5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing:

**5.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this agreement to be delivered to Buyer.

**5.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**5.3. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**5.4. TITLE.** Easements proposed by the Shoreline Hearing Examiner to be recorded against title upon vacation to maintain, repair and replace existing utilities within the Property shall be approved as to form by Buyer. If Buyer objects to these easements, if any, within 10 days from delivery to Buyer, this agreement shall terminate and the Deposit returned to the Buyer.

**5.5 FEASIBILITY PERIOD.** Mill Creek Residential Trust, LLC (MCR) currently holds a contract to purchase Buyer's property as currently configured. Seller grants Buyer a Feasibility Period until September 19, 2013, to secure approval of the new configuration from MCR. During the Feasibility Period Buyer can terminate this agreement without penalty, the Earnest Money or Note, if deposited, shall be refunded or returned to Buyer.

## **ARTICLE 6. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing:

**6.1. APPROVAL OF SHORELINE COUNCIL.** This Agreement is subject to the vacation of the Property to Buyer by ordinance of the Shoreline City Council.

**6.2. BOUNDARY LINE ADJUSTMENT.** Seller shall obtain a boundary line adjustment creating the Exchange Property as a legally segregated parcel at Seller's expense.

**6.3. DEMOLITION OF EXISTING STRUCTURES.** Seller shall demolish the existing structures Exchange Property including removing foundations and capping utilities.

**6.4. REMOVAL OF DRIVEWAY.** Should Seller build a roadway connector across the Exchange Property from Aurora Avenue N to Westminster Way N, Buyer agrees to grant Seller permission according to the terms of the Buyer's Ground Lease with Seattle City Light (P.M. #260418-2-421) and to abandon its driveway from Aurora Avenue N no later than by the completion of the roadway connector. This provision shall survive the closing of this transaction and shall be recorded as a covenant that runs with the Exchange property in a form approved by the Seller.

**6.5. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

## **ARTICLE 7. CLOSING**

**7.1. CLOSING/CLOSING DATE.** The Closing shall take place within ten (10) days following the vacation of the Property by the City of Shoreline City Council or such other date as may be mutually agreed upon by the Parties, unless extended pursuant to a written agreement executed by Buyer and Seller. Closing shall occur in the offices of the Shoreline City Attorney, Shoreline, Washington.

**7.2. Closing Costs.** Seller shall pay any real estate excise or other transfer tax due, and its own attorneys' fees on transfer of the Property and the cost of preliminary and binding title commitments for the Exchange Property and recording fees for the Declaration of Vacation. Buyer shall pay the cost of the real estate excise or other transfer tax due on transfer of the Exchange Property, recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section all other expenses hereunder shall be paid by the Party incurring such expenses.

## **ARTICLE 8. TERMINATION**



**8.1. TERMINATION BY EITHER PARTY.** Either Party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement has not been satisfied by the Closing Date. In that event, if neither Party is in default of any material term under this Agreement, the Parties shall have no further obligations or liabilities to one another and all documents delivered into escrow shall be returned to the appropriate Party.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all parties hereto.

**9.2 SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**12.7 WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**12.8 BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of each Party hereto, its successors and assigns.

**12.9 LEGAL RELATIONSHIP.** The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**12.10 CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**12.11 COOPERATION.** Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

**12.12 GOVERNING LAW.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions.

**12.13 NON-MERGER.** The terms and provisions of this Agreement shall not merge in, but shall survive, the Closing of the transaction contemplated under this Agreement.

**12.14 ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**12.15 NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each Party must determine if they wish to obtain and pay for such legal review. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

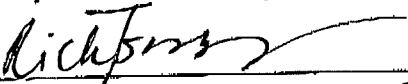
**12.16 EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

Exhibit A	Legal Description of Vacation
Exhibit B	Legal description of Exchange Property

EXECUTED as of the date and year first above written:

**BUYER:** TSANG ENTERPRISES LLC

**SELLER:** CITY OF SHORELINE

By: 

By: \_\_\_\_\_

Name: rick TSANG 7-29-13.

Name: \_\_\_\_\_

Title: MANAGER

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

**EXHIBIT A.**

**PROPERTY LEGAL DESCRIPTION**

**EXHIBIT B.**

**EXCHANGE PROPERTY LEGAL DESCRIPTION**

Goal 1: Strengthen Shoreline’s economic base

Although Shoreline voters approved Proposition No. 1 in November 2010, which helped to maintain essential service levels through 2016, there is no guarantee that voters will be willing to do this again when Proposition No. 1 expires. Attracting investors and businesses to Shoreline reduces our reliance on property taxes alone strengthens our tax base and provides greater housing choices, local commercial and retail opportunities, and lifestyle amenities for our residents.

ACTION STEPS:

- 1. Implement the 2012-2017 Economic Development Strategic Plan
- 2. Improve and streamline the City’s development regulations for commercial zones
- 3. Continue to implement efforts to make the permit process predictable, timely and competitive
- 4. Develop a 10-year Financial Sustainability Plan to achieve sufficient fiscal capacity to fund and maintain priority public services, facilities, and infrastructure

PROGRESS INDICATORS:	2011	2012
a. Annual growth of assessed property value from new construction	0.17%	
b. Ratio of commercial versus non-commercial valuation	.115	
c. Retail sales tax per capita	\$113	
d. Number of licensed businesses	4,474	
e. Number of housing units	23,049	
f. Vacancy and rental rates of commercial and multi-family properties	C=4-5% \$15-\$30/sf R=4% \$1.18/sf	
g. Number of online permits submitted	N/A	

Goal 2: Improve Shoreline’s utility, transportation, and environmental infrastructure

Shoreline inherited an aging infrastructure when it incorporated in 1995. The City has identified needed improvements through our 20-year planning documents including the Surface Water Master Plan, Transportation Master Plan and Parks and Open Space Master Plan. As these improvements are made, it is important to include efforts that will enhance Shoreline’s natural environment, ultimately having a positive impact on the Puget Sound region.

ACTION STEPS:

- 1. Construct the Aurora Corridor improvements from N 192nd to N 205th Streets
- 2. Identify funding strategies for constructing new non-motorized improvements
- 3. Complete the Comprehensive Plan update by December 2012
- 4. Acquire Seattle Public Utilities water system in Shoreline
- 5. Develop a plan to merge the Ronald Wastewater District into City operations as outlined in the 2002 Interlocal Operating Agreement
- 6. Work with the City of Seattle, King County and Washington State Department of Transportation on a plan that will improve safety, efficiency and modes of transportation for all users of 145th Street
- 7. Continue to implement the City’s Environmental Sustainability Strategy and Tree City USA initiatives

PROGRESS INDICATORS:	2011	2012
a. Number of redevelopment projects improving the treatment of surface water	6	
b. Number of linear feet of non-motorized facilities constructed	16,000	
c. Number of trees planted in the public right-of-way and on City property (net)	470	
d. Voter approval of SPU acquisition	N/A	
e. Volume of paper purchased for City operations	1,760	
f. Percent of community garden plots reserved	N/A	100%
g. Water quality index score	61	

Goal 3: Prepare for two Shoreline light rail stations

In 2008 Shoreline voters supported the Sound Transit 2 funding package by 61%. Our community looks forward to increasing mobility options and reducing environmental impacts through light rail service. Sound Transit estimates the light rail extension from Northgate to Lynnwood to be \$1.4-1.6 billion, which includes investment in two stations in Shoreline, which are planned to open in 2023. Engaging our community on how this effort benefits Shoreline and the greater region needs to start now.

ACTION STEPS:

- 1. Adopt light rail station area planning framework policies
- 2. Amend the Comprehensive Plan and Plan map to include light rail station areas
- 3. Participate as a Cooperating Agency in Sound Transit’s environmental process by providing early and continuous input into the development of the environmental impact statement (EIS)
- 4. Work with Sound Transit to evaluate the redevelopment potential of large parcels in the light rail station areas
- 5. Actively participate in the Growing Transit Communities Task Force
- 6. Engage the community in an education and outreach plan to help residents and businesses prepare for the location of the new light rail stations

PROGRESS INDICATORS:	2011	2012
a. Number and location of Shoreline light rail stations identified in the EIS process	N/A	
b. Number of City and Sound Transit opportunities provided for public input in the light rail planning process	4	
c. Estimated ridership at the Shoreline light rail stations	N/A	

Goal 4: Enhance openness and opportunities for community engagement

The Council values an open, transparent, and responsive government. And the City believes that the best decisions are informed by the perspectives and talents of our residents. Community involvement is vital, and finding effective ways to engage all segments of our community is key to shaping our future.

ACTION STEPS:

- 1. Communicate and provide opportunities for public input on key policies and initiatives, including the Comprehensive Plan update, light rail planning, and City projects
- 2. Continue to support neighborhood associations and volunteer initiatives and to host community forums and work-shops
- 3. Develop a workplan to make more documents available online and to improve our website’s ease of use
- 4. Advance public engagement with online service requests, survey tools and social media platforms

PROGRESS INDICATORS:	2011	2012
a. Percentage of residents who believe the City is moving in the right direction	71%	
b. Percent of residents somewhat/very satisfied with the City’s efforts to keep residents informed	67%	
c. Number of citizen volunteer hours	19,530	
d. Number of documents available on the City’s website	9,576	
e. Number of annual website visits	77,400	
f. Number of Facebook “likes”	545	
g. Number of service requests responded to through the SeeClickFix app	30	

## Implementation Strategies

### Aurora Corridor Improvement Project (N 165<sup>th</sup> to N 205<sup>th</sup> Street)

Adopted by Shoreline City Council July 23, 2007

The following Implementation Strategies were adopted by the Shoreline City Council on July 23, 2007 and are intended to guide the implementation of the N 165<sup>th</sup> – N 205<sup>th</sup> section of Aurora (note that N 145<sup>th</sup> – N 165<sup>th</sup> was completed in 2007). The Implementation Strategies reflect updates to the “32 Points” that were adopted on August 23, 1999. They replace the “32 Points” for the remaining two miles of Aurora construction. The Implementation Strategies are intended to provide flexibility for implementing the adopted design concept for the corridor. On July 23, 2007, the Council also adopted the “Hybrid” or “Flexible” Alternative as the Preferred Alternative for the N 165<sup>th</sup> to 205<sup>th</sup> portion of Aurora. The main features of the Preferred Alternative design include the addition of business access/transit lanes on the outside of the roadway; curbs, gutters, and sidewalks; landscaped center median with left and u-turn pockets; and an amenity zone to accommodate natural drainage systems, landscaping and street furniture. The recommendation also includes two new signalized intersections for N 165<sup>th</sup> to N 205<sup>th</sup> project.

The goal of the Aurora Corridor Project is to improve safety for pedestrians and drivers, improve the aesthetics and image of the street, add people moving capacity, and support existing and future business investments along the street. Landscaping is a key feature in strengthening the image and in supporting the walkability of the corridor.

1. The maximum number of lanes on an intersection leg shall not exceed eight lanes including turning lanes. Seven lanes is the desired width.
2. Provide ability at intersections for all pedestrians to safely cross (and include median refuge at intersections with pedestrian pushbuttons when space permits). New mid-block pedestrian crossings should include pedestrian activated signals. Bus stops and pedestrian crossings will complement each other.
3. The base design shall include seven foot wide sidewalks separated from the curb by a four foot wide utility/amenity zone. Consider reducing the initial sidewalk width to mitigate land impacts/acquisitions on existing businesses. In locations where sidewalk and amenity zone create significant loss of parking or building/structure impacts, an interim width curbside sidewalk must meet the allowable minimum width (seven feet is the preferred minimum width). Once properties redevelop, the full standard will be applied.
4. Use more landscaping or colored pavement in sidewalk areas to improve visual quality. The four foot utility/amenity zone behind the curb should include trees in tree grates/pits, low growing ground cover/shrubs to improve water quality, and



could utilize some special paving (or brick) between curb and sidewalk to strengthen the identity of an area. Continue the special scoring of sidewalk and curb return areas used between 145th and 165th.

5. Strive to design the project so that new sidewalks can link to existing recently constructed sidewalks (such as Hollywood Casino, Drift-on-Inn, Schucks, Hollywood Video, Fire Administration, Walgreens, Sandberg Cadillac, Discount Tire, and Starbucks).
6. Re-align the street where possible to avoid property takes.
7. As the final design is developed, work with WSDOT to obtain design approvals for lane width reductions, and look for opportunities to reduce (but not eliminate) the median width both to enable reduction of pavement widths, construction costs, and land impacts/acquisition on existing businesses.
8. Develop median breaks or intersections for business access and U-turns on the average of at least every 500 to 800 feet. Prioritize left and u-turn pockets as follows: signalized intersections, immediately upstream of signalized intersections, at local streets, and at high volume or shared driveways.
9. Use low growing, low maintenance, hardy ground-covers and space trees in the median to allow visibility across it. Frontage trees should be columnar shaped, while trees with more canopy are acceptable in the medians. Explore the potential for evergreen trees.
10. Unify the corridor by adding art, special light fixtures, pavement patterns (and coloring at crosswalks), street furniture, banners, unique bus shelters, etc. to dramatically enhance image and uniqueness of the streetscape and develop it differently than the standard design that has been constructed for most streets.
11. Unify the entire corridor by the use of street trees, lighting, special paving, bus zone design, and other elements to visually connect the corridor along its length.
12. Provide elements in the Interurban/Aurora Junction area, between 175th and 185th that create a safe, pedestrian oriented streetscape. Elements can include special treatments of crossings, linkages to the Interurban Trail, etc. The Interurban Trail will serve as the sidewalk on the east side of Aurora from approximately 177th to 185th.
13. Develop signature gateway designs at 145th, 175th, 185th, and 205th with special interest landscaping, lighting, paving and public art to provide a visual cue to drivers that they have entered a special place.
14. Develop themes that reflect the character and uses of different sections of the street (such as the 150th to 160th area which has a concentration of international businesses, recall the historic significance of the Interurban or other historic elements, and Echo Lake).

15. Use the 1% for arts program, the Shoreline/Lake Forest Park Arts Council and neighborhoods to solicit and select art along the corridor. Consider artist made building parts in the design of the project.
16. Strengthen connections to the Interurban Trail through signing and other urban design techniques.
17. Develop a design for closure of Westminster Road between 158th and 155th by developing a southbound right turn lane at 155th Street and converting the existing road section to a driveway entrance to Aurora Square. Also, develop an elevated Interurban trail crossing through “the Triangle” that is integrated with future development of the Triangle (reserve the option to build above Westminster should we not be successful in closing the roadway). NOTE: This has been completed/accomplished with the N 145<sup>th</sup> – N 165<sup>th</sup> project.
18. Pursue modifying the access to Firlands at 185th, closing Firlands at 195th, and developing a new signal just north of 195th.
19. The preferred design shall include:
  - \* Traffic signal control and coordination technology (including coordination with Seattle and Edmonds SR 99 signal systems);
  - \* Traffic signal technology to enable transit priority operations;
  - \* Continuous illumination for traffic safety and pedestrian scale lighting;
  - \* Undergrounding of overhead utility distribution lines (including those on the west side of Midvale, between 175th and 185th).
20. Traffic signals will include audible elements for the sight-impaired, countdown pedestrian signal heads, and other ADA features.
21. The City will abide by federal and state right-of-way acquisition guidelines. The City covered the costs of underground hookups, and shared the costs of property owner appraisal reviews in the 145th to 165th project. The update of the Right-of-Way Policies and Procedures Manual should continue this practice. Consideration should be given to providing financial incentives to those businesses.
22. Work with property and business owners during the design and right-of-way phases to consolidate driveways, share driveways, and potentially to share parking and inter business access across parcel lines. Be creative and sensitive to the parking needs of businesses, including consideration for some potential clustered/shared parking lots (especially if remnant parcels are available). Where frontage parking will be impacted by the project, work with property owners to develop a single access lane shared across parcels with parallel or angled parking.



23. Provide improvements that will not generate an increase in neighborhood spillover traffic.
24. Work with transit agencies to provide increased service and seek capital investments from them to support this project. Design bus zones to accommodate future bus rapid transit needs.
25. Continue to aggressively pursue funding opportunities and partnerships with the goal of minimizing the City share of project costs.
26. Provide needed turn lanes and capacity on side streets including pedestrian amenities.
27. Strengthen and preserve the heritage of the red brick road north of 175th by developing the Heritage park north of Walgreens and include red bricks in the Aurora design between 175th and 185th.
28. Consider new signalized intersections at 149th, 152nd, 165th, 182nd, and just north of 195th. Note that 152nd and 165th have already been constructed.
29. Maintain pedestrian signal at 170th, and eliminate the 180th pedestrian signal if the full signal at 182nd is approved.
30. Pursue reducing the speed limit to 35 mph where appropriate recognizing the potential impacts of spillover traffic with a lower posted speed.
31. Seek funding to develop a program to assist and encourage businesses to improve their facades.
32. Provide back of lot (rear) access roads/alleys when possible during project development or as a condition of redevelopment to provide rear access to signalized intersections. Key locations include: both sides of Aurora from 165th to 175th, the east side between 192nd and Echo cove Condos, the west side between 195th and 198th, and the east side between 198th and 200th.
33. Include natural storm drainage features along the corridor when possible. Raingardens, stormwater planter boxes, tree boxes/filter pits, center median swales should be considered. Opportunities for porous concrete should also be explored. Conventional methods such as conveyance pipes, catch basins (with filters), water quality filters, and vaults are also tools that will be explored and used.
34. Use the Economic Development program resources:
  - \* To provide pre-construction training for businesses;
  - \* To work with business community on joint marketing efforts;
  - \* To improve/maximize business health prior to construction;

- \* To financially assist businesses during construction with loan programs.
35. Minimize impacts to businesses during construction by:
- \* Creatively and clearly delineating driveways and access points;
  - \* Improving nighttime safety with lighting, visible lane markings, and signage;
  - \* Continuous pro-active communications with affected businesses;
  - \* Moving non-safety construction materials and cones out of roadway during non-work hours;
  - \* Investigating opportunities for non-invasive night work and shortening construction periods during the holidays;
  - \* Providing adequate advance signing to direct traffic to freeways when major delays or construction activities are planned;
  - \* Parking construction vehicles so as to not block access or visibility of businesses, especially during non-construction hours;
  - \* Requiring approval by the City prior to allowing lane blockages during peak hours.
36. Manage and respond to traffic increases on neighborhood streets during construction.



## RENEWAL PLAN

The September 1967 Grand Opening of the City of Shoreline's Sears was heralded with great fanfare. After 45 years the Sears facility and its surroundings are in need of renewal, and the City of Shoreline is seeking renewal partners.

# AURORA SQUARE CRA

The Shoreline City Council designated the 70+ acre Aurora Square area as a Community Renewal Area (CRA) where economic renewal would clearly deliver multifaceted public benefits. Now that the CRA and Renewal Plan is established, the City is empowered to partner with private enterprise to encourage 21st century renewal.



## Aurora Square Community Renewal Plan

**Project Type**  
Public Private Partnership

**Web Site**  
[www.shorelinewa.gov/  
aurorasquarer renewal](http://www.shorelinewa.gov/aurorasquarer renewal)

**Aurora Square CRA**  
70+ acres  
155th & Aurora Ave N

**Current Anchors**  
Sears, Central Market,  
Marshalls, Pier 1, Big Lots

“Aurora Square  
is a sleeping  
giant”

## THE VISION

Imagine an open, green plaza in the center of Shoreline, filled with sunbathing and studying students, young families watching their children run and play, an elderly couple enjoying a Central Market picnic, dogs wagging their tails, actors practicing their lines, and the sound of college-age buskers singing with an occasional clink as coins fall into a hat.

This is the backdrop to the busy comings and goings of shoppers and lunching workers who relish the time of their day that allows them to visit the renewed Aurora Square shopping center. It is a “one-stop” convenient shopping solution that provides dining, nightlife, and healthy-lifestyle options. It is a community gathering place, where a leg stretching walking easily turns into a serendipitous rendezvous with friends.

It is an environmentally sensitive district within walking distance of Metro’s Rapid-Ride bus service and the Interurban Trail: the intersection of life, study, entertainment, sustainability and retail.

## THE CHALLENGE

Aurora Square was developed as a Sears-anchored retail center in 1967, and Sears Holding Company owns almost 17 acres of the site and operates an enormous building. Unfortunately, given the current retail climate the building and site are underutilized. Ownership of the balance of the site over time was sold to nine other property owners creating a difficult environment for cohesive planning and renewal. While many excellent tenants operate in Aurora Square, they are not aided by synergy one would expect from a comparably-sized center.

The lack of economic productivity is illustrated by a mid-2012 comparison of sales tax revenues generated by Shoreline’s nearby retail center, Aurora Village. Aurora Village generated over six times more sales tax per acre than did Aurora Square’s retail area. If Aurora Square became even half as effective as Aurora Village, it would generate over \$500,000 annually in sales tax revenues while adding many more jobs, goods, and services for the community.

On September 4, 2012, the Shoreline City Council designated Aurora Square as a Community Renewal Area after finding that it qualified as economically blighted according to most of the qualifying conditions defined in RCW 35.81: old, obsolete buildings, defective or inadequate street layout, faulty lot layout, excessive land coverage, diversity of ownership, and connectivity problems.

## THE CRA TOOLKIT

The Council's action to designate Aurora Square as a CRA provides a toolkit of powers that the City intends to utilize to bring renewal to the CRA.

### PROPERTY OWNERSHIP

- With a CRA, a city is allowed to buy, lease, condemn, acquire, and dispose of real property with the intent to be resold to private parties for economic development.
- Although allowed by State statute, the Shoreline City Council expressly prohibited the use of condemnation to cure economic blight in the Aurora Square CRA.
- With a CRA, a city can hold, clear, or improve real property not only for public facilities, but also for eventual private use and ownership.

### PLANNING AND ZONING

- With a CRA, a city can use its resources to master plan private property or create a special district with unique rules.
- In a CRA, the city can create a Subarea Plan utilizing a planned action SEPA review to expedite the process and lower costs for future project permits.

### PRIVATE PARTNERSHIPS

- In a CRA, a city can identify partners to develop all or part of a property prior to purchasing the property, and it can also dictate how the property will be used by the eventual owner.
- With a CRA a city can select a buyer that agrees to further the area's goals.
- The CRA expands the public purposes for contracts and other instruments needed to correct blight.

### BUILDING INFRASTRUCTURE

- Without a CRA, a city can only close, vacate, and rearrange streets and sidewalks for city purposes, but with a CRA, these purposes can include promotion of economic development.
- Only with a CRA in place can a city borrow money and accept grants to carry out economic renewal.

### INCENTIVES AND IMPACTS

- With a CRA, a city is given more flexibility to provide incentives to tenants who help fulfill the community renewal plan. With a CRA, a city can provide loans, grants, or other assistance to property owners or tenants affected by the CRA process or implementation. With a CRA, a city can provide financial or technical incentives for job creation or retention. Without a CRA, these incentives are either not allowed or extremely limited.

“The CRA toolkit can be used to make a worthy project pencil.”



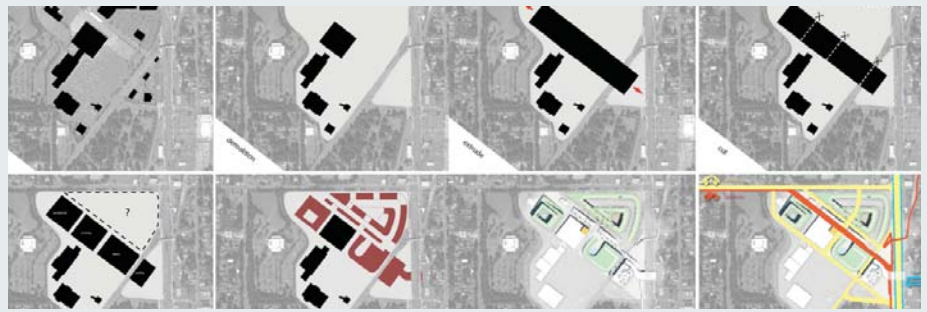
## MASTER PLANNING

Aurora Square is home to many outstanding businesses, but due to the absence of cohesive planning to guide investment, the center provides little synergy. In order to create an effective Renewal Plan, the City of Shoreline conducted a master planning effort that identified ten projects for renewal, which are further explained in the pages to follow.

The ten renewal projects provide a dynamic and flexible framework for guiding public-private partnership projects by allowing individual property owners to understand and invest in the “big picture” without control of other properties. The projects aren’t about specific buildings or uses as much as about infrastructure, connectivity, jobs, and attracting people. The renewal projects help the CRA become more economically healthy for the property owners, tenants, and community while providing significant public benefit.

The City of Shoreline seeks renewal at Aurora Square by mobilizing its resources to improve the existing infrastructure; we believe this to be both environmentally responsible and honoring of the investment already made. That is why the master planning suggests such projects as repurposing the Sears building, increasing land use efficiency, enhancing the “on-ground” experience, and providing solutions to stubborn design and connectivity problems.

The City’s role will be complete when the obstacles for typical investment are overcome and significant investment is attracted. The City is attempting to be the catalyst that starts the boulder of private enterprise rolling down the hill toward a wonderful outcome.



# INCREASE LAND EFFICIENCY

## CITY-LED RENEWAL PROJECTS

Master planning identified a number of projects that the City of Shoreline can accomplish on its own. Following the adoption of this CRA Plan, the City will initiate action on these projects according to assigned priority and available resources. While this list is ambitious, as time passes and needs arise these city-led projects may be augmented further.

- Analyze and account for environmental impacts of major redevelopment through a **Planned Action** or similar legislation which would allow future investors to eliminate the need for project-specific environmental review.
- Conduct a **traffic analysis** to determine how best to improve circulation on site.
- Establish a special **overlay district** that allows for special rules to encourage the creation of an entertainment district.
- Explore how to encourage **eco-district** and **low-impact** development practices that can be cost-effectively implemented in the Aurora Square CRA.
- Re-brand Aurora Square and **construct iconic signage** for Aurora Square and Shoreline Community College.
- **Create developer agreements** for public-private partnership projects in order to establish and promote the City's available resources.
- Negotiate a contract for the construction of a **world-class sound stage** that brings jobs, offers employment opportunities, and generates positive activity.
- Place applicable Renewal Projects into the City's Capital Improvement Budget, Traffic Mitigation Plan, Budget, and Comprehensive Plan, and seek grants for infrastructure improvements in and around the CRA, especially for the improvement of N 160th Street.

“Get the message out: we are ready to partner with private investors.”

Mayor Keith McGlashan

## PUBLIC-PRIVATE RENEWAL PROJECTS

The economic realities of the 21st Century dictate that significant economic renewal requires coordinated participation by government and private partners. Therefore, the City of Shoreline is committing itself to providing **substantive incentives, investment, and side-by-side effort** to private partners willing to join the City in renewing Aurora Square.

The City anticipates that it will form a number of partnership agreements to accomplish renewal projects that both help Aurora Square function better and provide significant public benefit. In the pages that follow, the CRA Renewal Plan identifies a number of these high value Public-Private Renewal Projects.

# TRANSFORM WESTMINSTER

Westminster Way between 155th and 160th is transformed into a green and attractive pedestrian-friendly street that provides additional retail and residential frontage, on-street parking, and festival gatherings while at the same time providing the critical connection between the upper and lower parts of the center.

“Strolling makes  
happy shoppers”

Aurora Square CRA  
Public-Private Renewal Project

## City Proposals

Vacate portions of right-of-way

Improve driveway and site access

## Private Investment

Dedicate property and make  
typical frontage improvements

## Public Benefit

Safety and predictability

Better multi-modal connectivity

Unlock buildable land



OFFRAMP  
TO STROLL







GREY TO  
GREEN

## CREATE AN ECO-DISTRICT

Exceptional environmental wins are achieved when clusters of buildings work together to achieve sustainability in a “eco-district.” The Aurora Square CRA provides sufficient size to experience economies of scale with cost-effective facilities and infrastructure, whether they be treating storm or waste water, providing clean power, or achieving other environmental goals.

## “21st Century design sense”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Finance or guarantee cost-effective systems

Build district infrastructure  
and awareness

### Private Investment

Construct on-site or in-building  
infrastructure

### Public Benefit

Management of environment

Paradigm for future development



## INTEGRATE INTO THE CONTEXT

Investment in sidewalks, entrances, and signage will allow Aurora Square to be better connected to its 300,000+ Shoreline and north Seattle neighbors (5-mile trade area). Westminister Way N and Aurora Ave N, Metro Transit's Rapid-Ride, and the Interurban Trail already provide traditional and non-traditional access to the center, but enhancements will make Aurora Square a preferred destination.

“A good neighbor in a good neighborhood”

Aurora Square CRA  
Public-Private Renewal Project

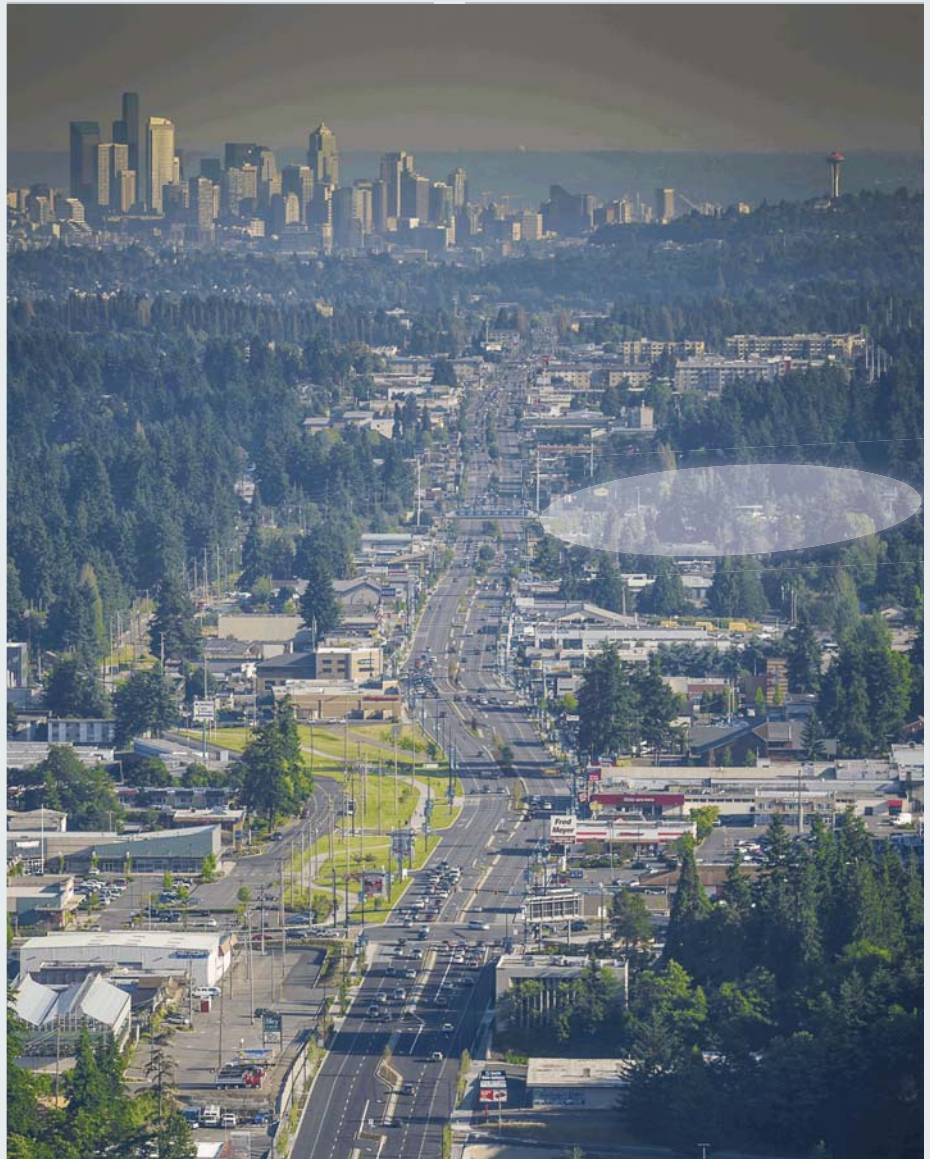
City Proposals  
Improvement of N 160th St

Construction of sidewalks, bike lanes, and sidewalks

Private Investment  
Internal extensions of neighborhood access points

Public Benefit  
Better site access

Encouragement of healthy forms of transportation



SPOKE  
TO HUB





PAVED  
TO PARK

## ESTABLISH A VIBRANT CENTER

In place-making follows geometry in defining the center of a place as where the lines of travel intersect. Currently the center of Aurora Square is a large underutilized parking lot to the east of Sears. By focusing interest and activity on family play areas, restaurants, an outdoor stage, and public art, the center takes its rightful place in the minds of the shopper.

## “The heart of Aurora Square”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Establish special district, LID, or business improvement district

Finance parking structure

### Private Investment

Build such amenities play areas, fountain, and outdoor dining

### Public Benefit

Entertainment and dining options

Family gathering place



## REINVENT THE SEARS BUILDING

Sears built its flagship suburban store in Shoreline in 1967; nearly five decades later, the site combines its almost 17-acres with strong demographics, progressive zoning, and outstanding traffic counts on Aurora Ave N to make it one of the best adaptive reuse opportunities in the northwest.

“Adaptive reuse  
spans time”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Finance or build infrastructure

Guarantee lease

Purchase property to resell

### Private Investment

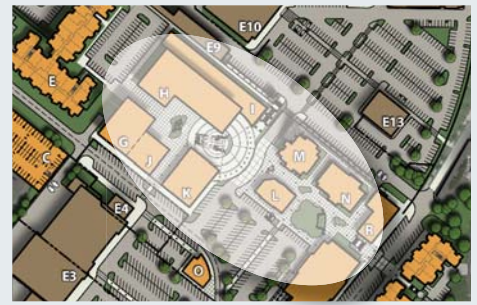
Purchase and redevelop property

### Public Benefit

Options for goods and services

Tax revenue

Community pride



TIRED  
TO FRESH





## CONSTRUCT INTERNAL CONNECTIONS

When Aurora Square was built in 1967, little thought was given to connectivity since Sears was everyone's destination. Now the most important retrofit to make Aurora Square function as a cohesive retail center is the construction of multiple internal ways for multi-modal interaction. If done well, shoppers will reward businesses by staying longer and buying more.

**“It is so easy to get around!”**

Aurora Square CRA  
Public-Private Renewal Project

**City Proposals**  
Conduct traffic analysis

Construct and/or design  
intersection improvement in ROW

**Private Investment**  
Tie site together with vehicle  
and pedestrian connections

**Public Benefit**  
Enhanced connectivity and  
traffic flow on and around site

WALLS  
TO WAYS



## INCORPORATE THE COLLEGE

Shoreline Community College (SCC) is a dynamic local asset that can serve as a cultural anchor by giving it a presence in the CRA. The City is already working with SCC to improve 160th from Aurora to SCC. The next steps are to provide educational, housing, and performance venues in the CRA that add collegial life and vitality to the center.

“Nine thousand  
SCC students”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Improve and rename N 160th St

Signage to highlight SCC events,  
programming and location

### College Investment

Grant funding and lease payments

Programming to support  
community and economic growth

### Public Benefit

Growth of film industry

Educational opportunities



SUBDUED  
TO LIVELY

## BUILD NEW HOMES

Zoning once divided homes from other uses, but we now appreciate the lifestyle advantages of living close to shopping, dining, work, transit, education, and leisure. Residential units built in Aurora Square will take advantage of these at-hand amenities while enjoying a period of property tax exemptions.

“People who live here are lucky”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Establish a 12-year Aurora Square  
CRA Property Tax Exemption

### Private Investment

Multifamily housing in compliance  
with affordability requirements

### Public Benefit

Housing choices  
Activation of center 24/7  
Tax revenue

ERRAND  
TO HOME





## TRADE SURFACE PARKING FOR JOBS

Washington State Department of Transportation's 16-acre regional headquarters is dominated by surface parking. By providing WSDOT adequate parking in a structure a third of the site can be freed up to allow for film industry use that can bring jobs and prestige to Shoreline while helping the other CRA businesses.

“Parking wastes  
valuable land”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Financing of parking garage

Purchase WSDOT property for  
resale and garage site

### Private Investment

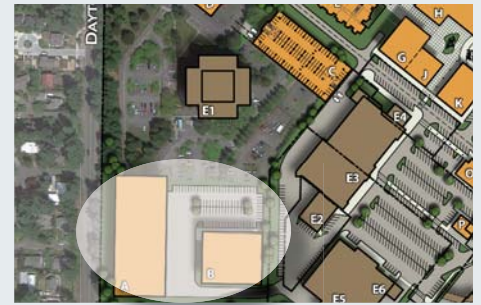
Construction and lease of sound  
stage and parking garage

### Public Benefit

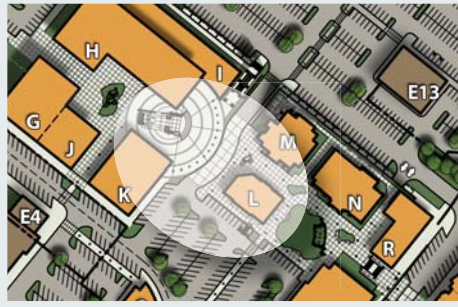
Create film industry jobs

Educational opportunities

Community pride



ASPHALT  
TO JOBS



DARK  
TO LIGHTS

## ADD ENTERTAINMENT TO THE MIX

Bi-annual resident surveys reveal a strong desire for more entertainment and dining options in Shoreline. Combine that desire with a supportive arts community, a college specializing in performance art and digital media, and a lack of options, and the conclusion is that an entertainment district could be wildly successful.

## “OMW 2U 4drinks”

Aurora Square CRA  
Public-Private Renewal Project

### City Proposals

Establish special or business improvement district with appropriate signage

Finance or guarantee lease of venues and/or parking structure

### Private Investment

Build such amenities as multi-plex cinema, theater, outdoor stage, restaurants, and parking structure

### Public Benefits

Entertainment and dining options  
Support arts community  
Encourage film industry





Dan Eernissee  
Economic Development Manager  
206.801.2218  
deernissee@shorelinewa.gov

CRA Plan adopted July 8, 2013  
Resolution No. 345

**20131001 HE Attachment I  
Public Comments**

**From:** [Miranda Redinger](#)  
**To:** [Dan Eernisse](#)  
**Subject:** FW: Application #201944  
**Date:** Friday, September 13, 2013 8:25:14 AM

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**From:** Jeremy Tantrum [mailto:jtantrum@gmail.com]  
**Sent:** Thursday, September 12, 2013 8:50 PM  
**To:** Miranda Redinger  
**Subject:** Application #201944

To whom it may concern,

I am writing in support of application number 201944, vacation of portion of right of way within parcel numbers 1826049454 and 1826049081 adjacent to Westminster Way N.

As a local resident, it has been sad to see these properties falling into disrepair due to lack of use. I am excited for the property owner to improve their property and encourage commercial activity to return to this area. I hope to be able to frequent local businesses there soon.

Jeremy Tantrum  
15417 Linden Ave N  
Shoreline, WA 98133

**20131001 HE Attachment J**  
**Public Hearing Notice**

# The Seattle Times

City of Shoreline  
 Kim Sullivan  
 17500 Midvale Ave N

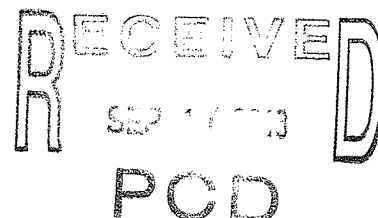
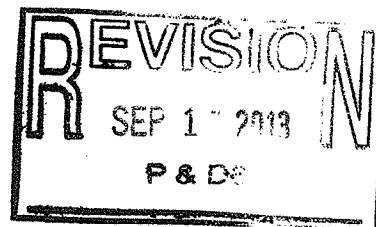
Shoreline, WA 98133-4905

Re: Advertiser Account # [REDACTED]

Ad #: 360028

Agency Account #: 0

Agency Name:



## Affidavit of Publication

STATE OF WASHINGTON  
 Counties of King and Snohomish

The undersigned, on oath states that he/she is an authorized representative of The Seattle Times Company, publisher of The Seattle Times of general circulation published daily in King and Snohomish Counties, State of Washington. The Seattle Times has been approved as a legal newspaper by others of the Superior Court of King and Snohomish Counties.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

Newspaper and Publication Date(s)	
Seattle Times	09/10/13

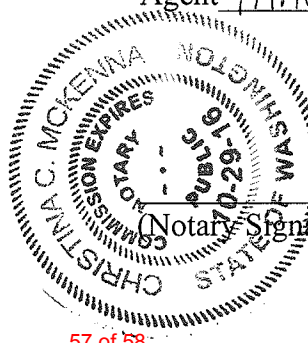
Agent MAUREEN E DUGGAN Signature Maureen E Duggan

Subscribed and sworn to before me on Sept 10, 2013

DATE

Christina C. McKenna **Christina C. McKenna**

(Notary Signature) Notary Public in and for the State of Washington, residing at Seattle





# The Seattle Times

Re: Advertiser Account # [REDACTED]

Ad #: 360028

Agency Account #: 0

Agency Name:

## AD TEXT

### The City of Shoreline Notice of Public Hearing of the Hearing Examiner

**Applicant, Application No., and Permit Requested:** City of Shoreline, #201944, Street Vacation

**Location & Description of Project:** 900 N 155th Street and 15555 Aurora Avenue N. The request is to vacate a 15' x 437' (6,555 square foot) portion of right-of-way within parcel numbers 1826049454 and 1826049081 adjacent to Westminster Way N.

This vacation was initiated by the City Council on August 5, 2013 through adoption of Resolution No. 347. If 50 percent of the abutting property owners file written objection to the proposed vacation with the City Clerk prior to the Hearing Examiner hearing, the vacation proceeding will terminate.

Interested persons are encouraged to provide oral and/or written comments regarding the above project at an open record public hearing. The hearing is scheduled for **Tuesday, October 1, 2013 at 9:00 a.m.** in the Council Chambers at City Hall at 17500 Midvale Avenue N, Shoreline, WA. Interested persons may also mail, fax (206) 801-2788, or deliver comments to City of Shoreline, Attn. Miranda Redinger, 17500 Midvale Avenue North, Shoreline, WA 98133 or email to [mredinger@shorelinewa.gov](mailto:mredinger@shorelinewa.gov) by Monday, September 30, 2013 at 5:00 p.m. Copies of materials and applicable codes are available for review at the City Hall.

Any person requiring a disability accommodation should contact the City Clerk at (206) 801-2230 in advance for more information. For TTY telephone service call (206) 546-0457. Each request will be considered individually according to the type of request, the availability of resources, and the financial ability of the City to provide the requested services or equipment.

# Westminster Way N Partial Right-of-way Vacation

Public Hearing

9:00 A.M. October 1, 2013



# Timeline

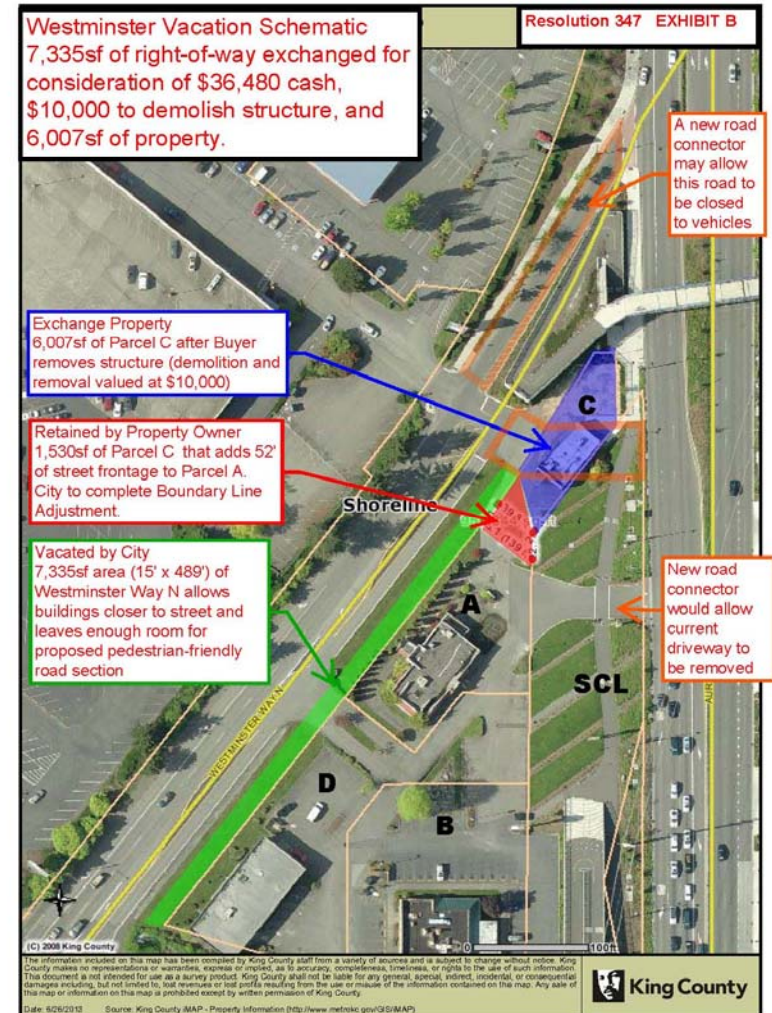
- Res. No. 156, August 1999
- Aurora Square CRA designation, September 2012
  - CRA Plan adoption, August 2013
- Agreement with property owner, August 2013
  - Res. No 347, August 2013
- Public Hearing, October 1, 2013



# Proposal

City vacates 15' strip of  
Westminster ROW [green]  
Consideration from property  
owner includes:

- 1) 6,007sf of property [blue]
- 2) Demolished building
- 3) \$36,480 in cash



# City-initiated vacation

- Res. No. 347 adopted
- Council makes final decision informed by recommendation of Hearing Examiner
- Four criteria to justify vacation





# Criteria 1

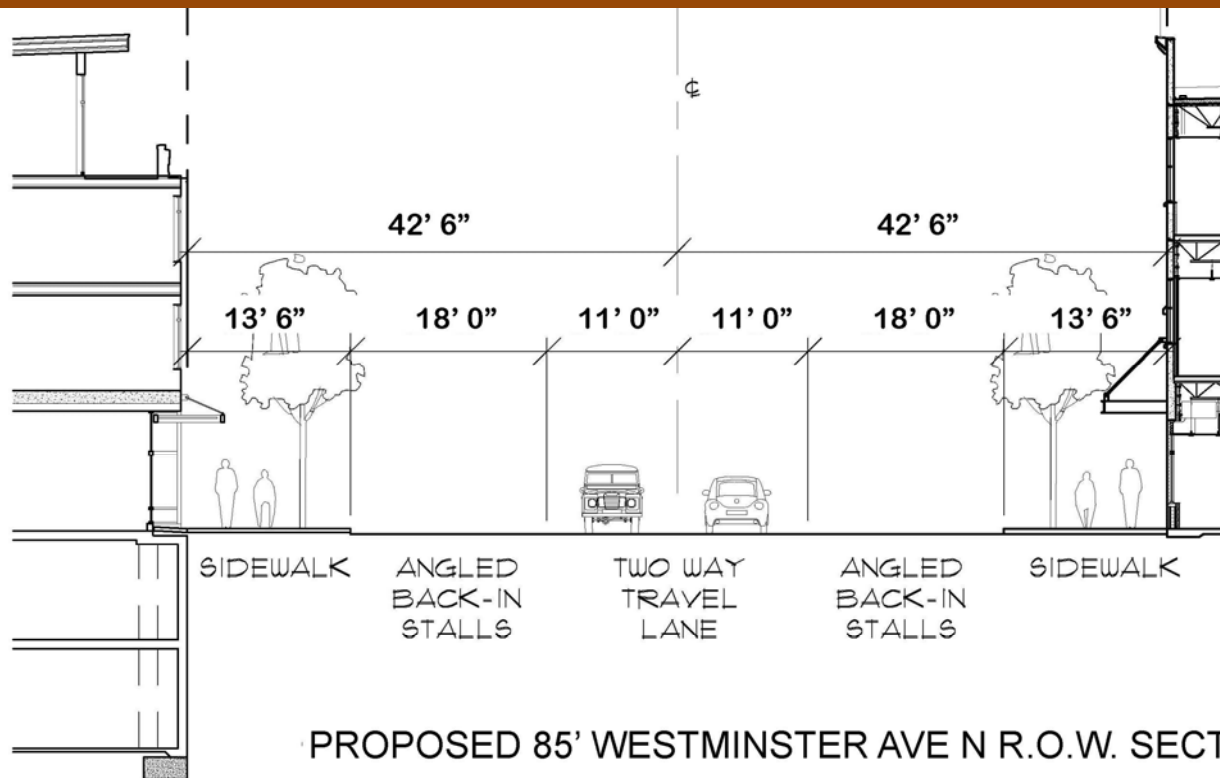
- The vacation will benefit the public interest.



## Benefit 1: Larger Development



## Benefit 2: Improved function



PROPOSED 85' WESTMINSTER AVE N R.O.W. SECTION

N.T.S.

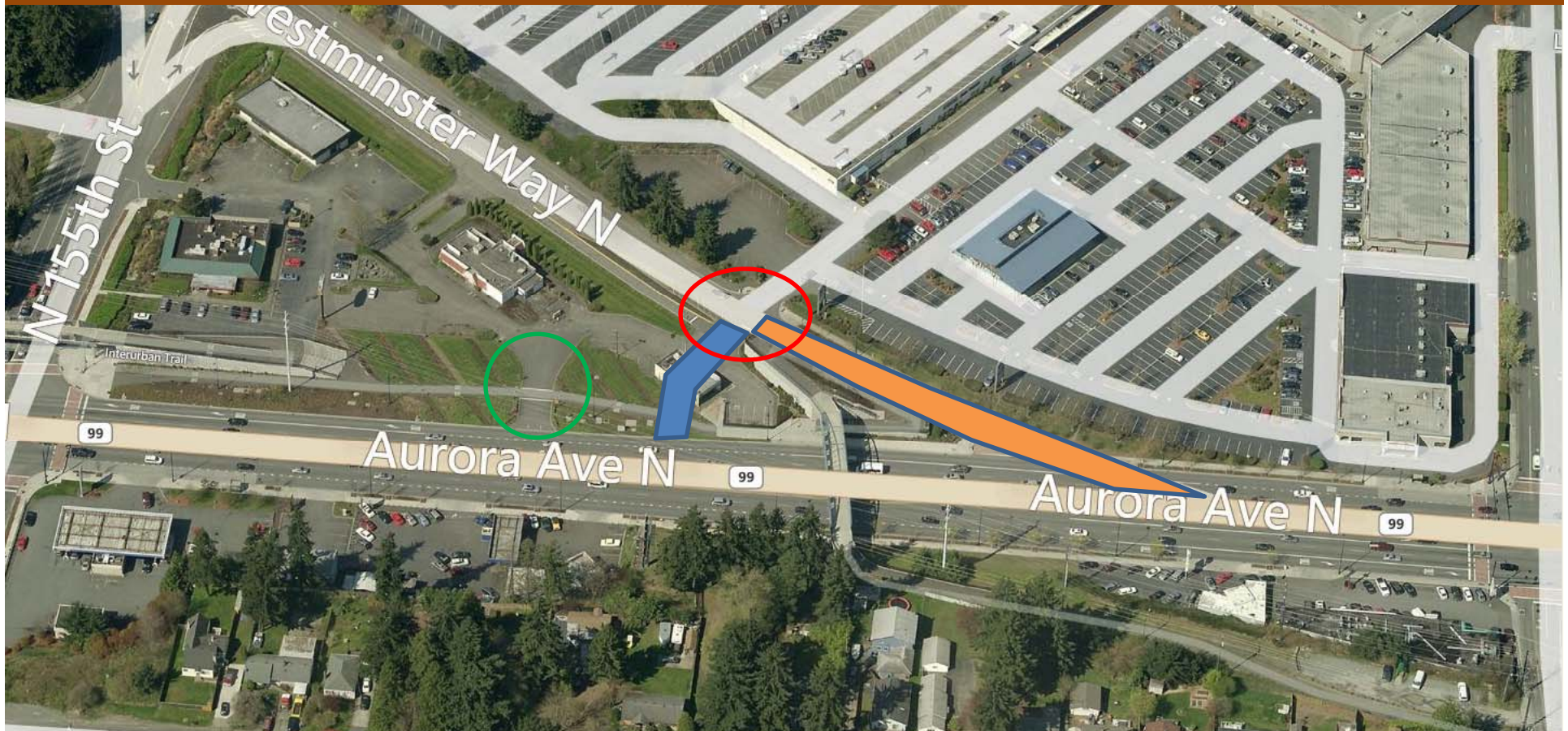


## Benefit 3: Usable open space





## Benefit 4: Option of new road connector





## Benefit 5: Removal of derelict building



## Criteria 2

- The vacation will not be detrimental to:
  - traffic circulation
  - access
  - emergency services
  - utility facilities
  - or other similar right-of-way purposes.



## Criteria 3

- The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan.



## Criteria 4

- The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.



# Staff Recommendation

Approval of the vacation of approximately 7,335 square foot portion of public right-of-way along the eastern edge of Westminster Way N north of N 155<sup>th</sup> St, subject to reservation of necessary utility easements.

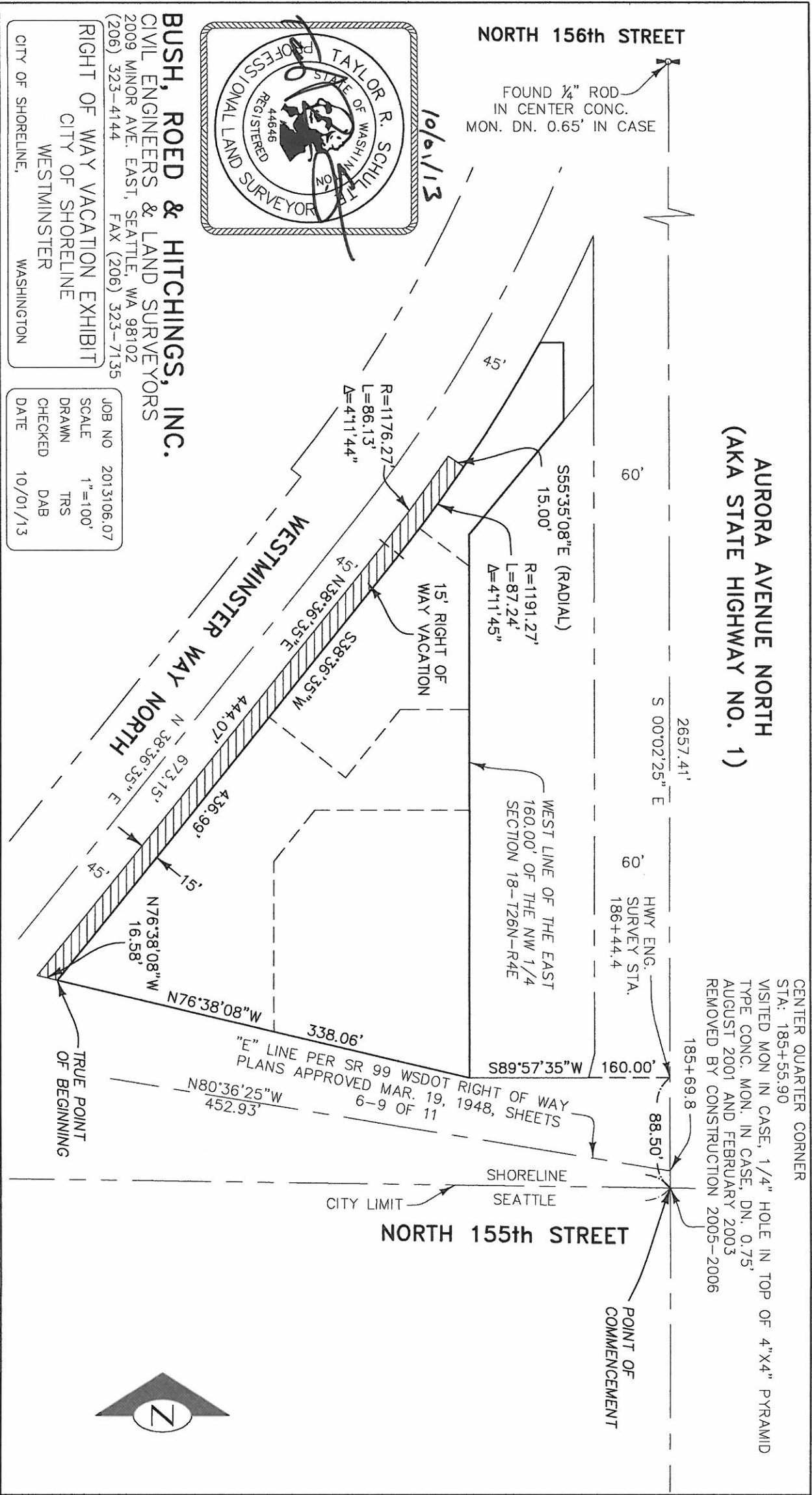




# Westminster Way N Partial Right-of-way Vacation

Dan Eernisse  
Economic Development Manager  
[deernisse@shorelinewa.gov](mailto:deernisse@shorelinewa.gov) 206-801-2218





## Vacated Property Legal Description

**RIGHT OF WAY VACATION LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9; RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4; THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949; THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 76°38'08" WEST, A DISTANCE OF 16.58 FEET; THENCE NORTH 38°36'35" EAST, PARALLEL WITH AND DISTANT 15.00 FEET NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF SAID WESTMINSTER WAY NORTH, A DISTANCE OF 444.07 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1176.27 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 86.13 FEET THROUGH A CENTRAL ANGLE OF 04°11'44"; THENCE SOUTH 55°35'08" EAST, A DISTANCE OF 15.00 FEET TO THE SAID SOUTHEASTERLY MARGIN AND A NON TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET AND A RADIAL BEARING OF NORTH 55°35'08" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 87.24 FEET, THROUGH A CENTRAL ANGLE OF 04°11'45"; THENCE SOUTH 38°36'35" WEST, A DISTANCE OF 436.99 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 7,908 SQUARE FEET OR 0.1815 ACRES, MORE OR LESS;

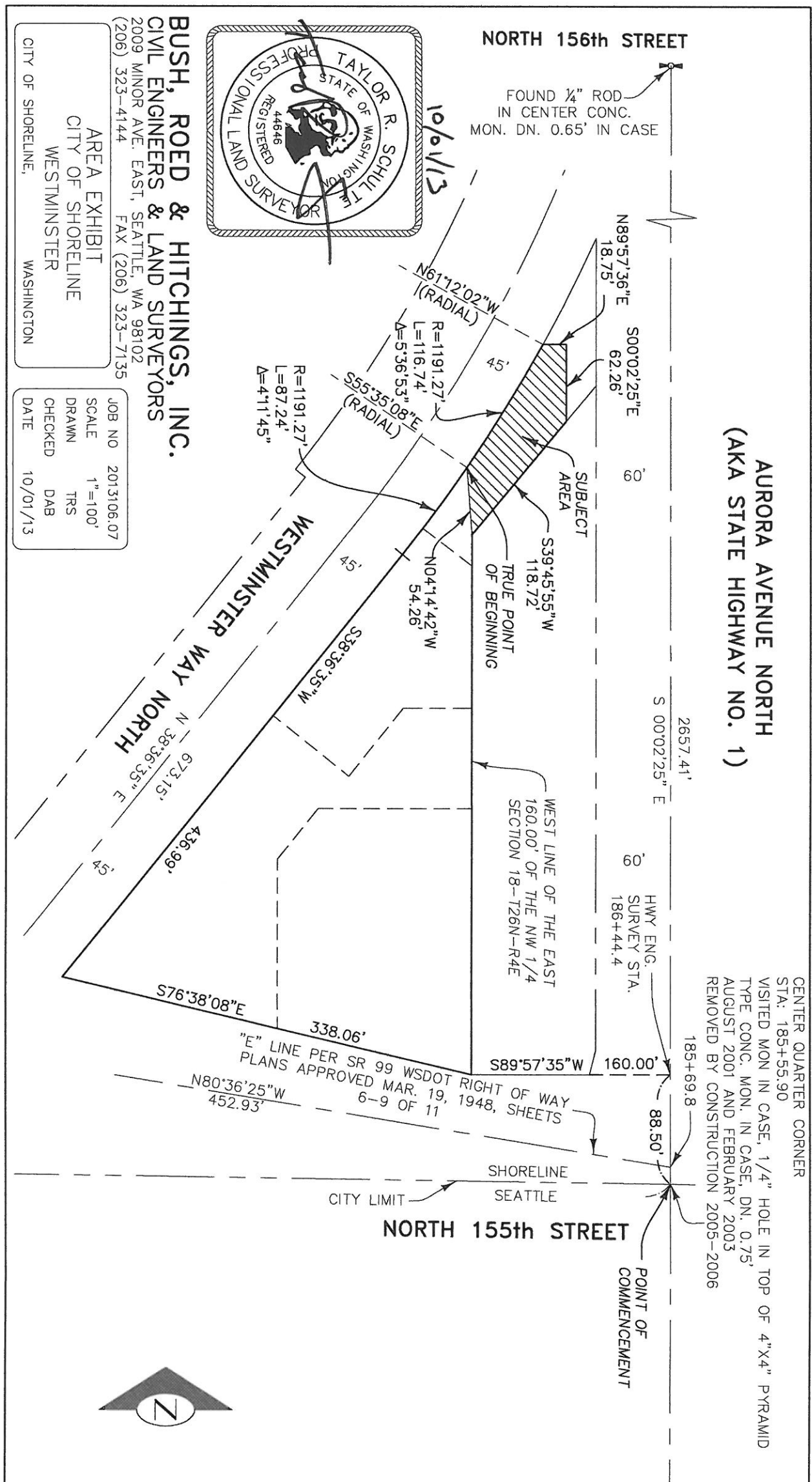
SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



10/01/13

CITY OF SHORELINE  
WESTMINSTER  
TAYLOR R. SCHULTE, P.L.S. #44646  
BRH JOB NO. 2013106.10  
OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144



## Exchange Property Legal Description

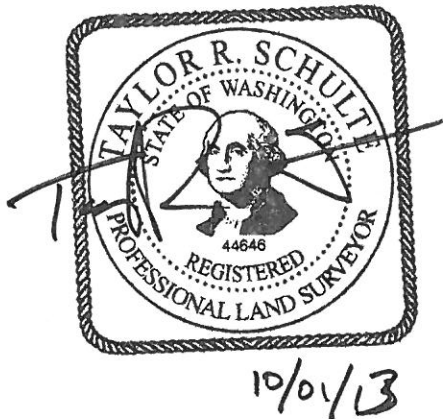
**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9;  
 RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4;  
 THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949;  
 THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH;  
 THENCE NORTH 38°36'35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY MARGIN, A DISTANCE OF 436.99 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET;  
 THENCE ALONG SAID CURVE AN ARC LENGTH OF 87.24 FEET, THROUGH A CENTRAL ANGLE OF 04°11'45" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, AN ARC LENGTH OF 116.74 FEET, THROUGH A CENTRAL ANGLE OF 05°36'53";  
 THENCE NORTH 89°57'36" EAST, A DISTANCE OF 18.75 FEET;  
 THENCE SOUTH 00°02'25" EAST, PARALLEL WITH THE CENTERLINE OF AURORA AVENUE NORTH, A DISTANCE OF 62.26 FEET;  
 THENCE SOUTH 39°45'55" WEST, A DISTANCE OF 118.72 TO THE WEST LINE OF THE EAST 160.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 18;  
 THENCE NORTH 04°14'42" WEST, A DISTANCE OF 54.26 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 5,548 SQUARE FEET OR 0.1274 ACRES, MORE OR LESS;

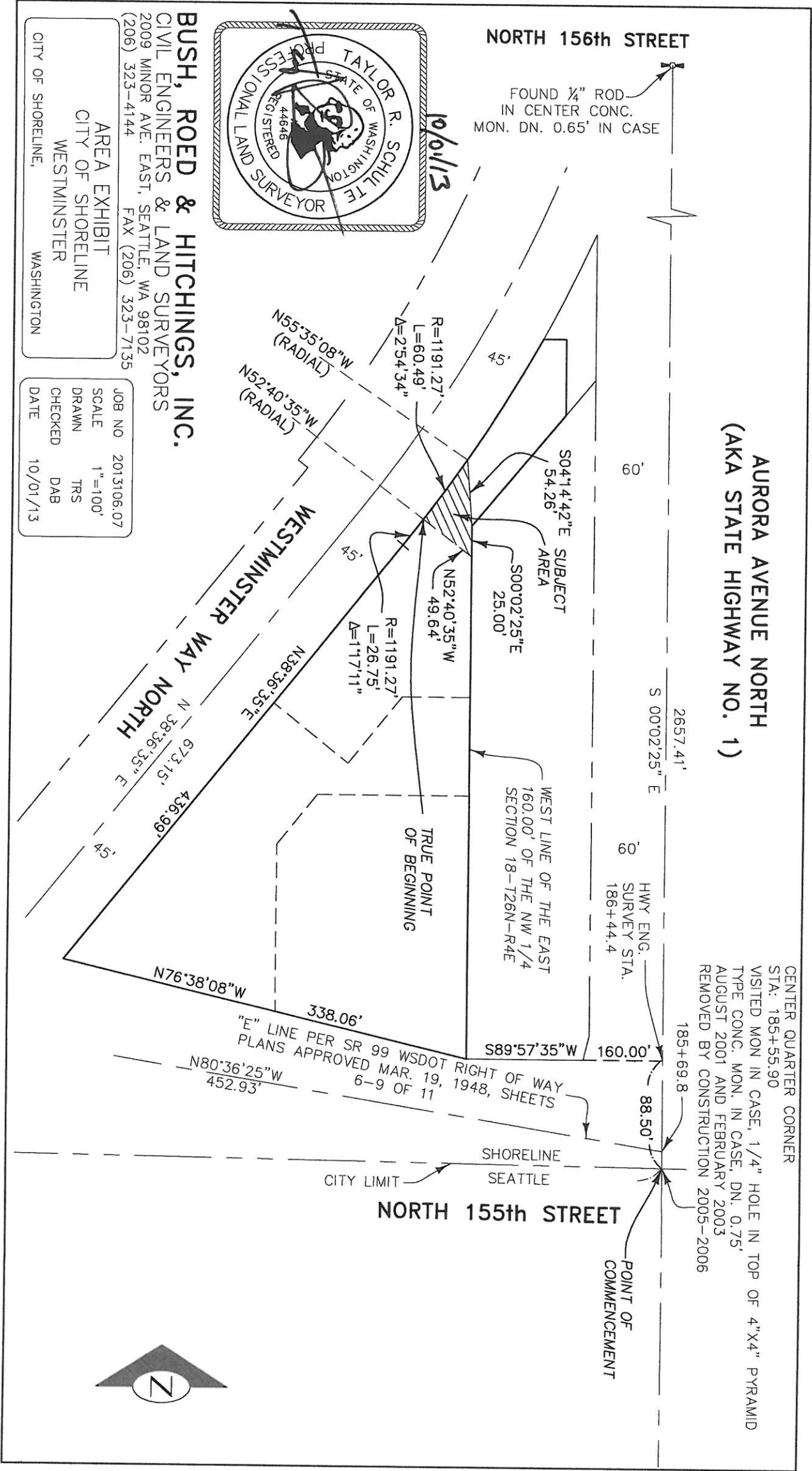
SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



CITY OF SHORELINE  
 WESTMINSTER  
 TAYLOR R. SCHULTE, P.L.S. #44646  
 BRH JOB NO. 2013106.10  
 OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
 2009 MINOR AVENUE EAST  
 SEATTLE, WA 98102  
 (206) 323-4144





## Retained Property Legal Description

**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9;  
 RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4;  
 THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949;  
 THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH;  
 THENCE NORTH 38°36'35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY MARGIN, A DISTANCE OF 436.99 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET;  
 THENCE ALONG SAID CURVE AN ARC LENGTH OF 26.75 FEET, THROUGH A CENTRAL ANGLE OF 01°17'11" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, AN ARC LENGTH OF 60.49 FEET, THROUGH A CENTRAL ANGLE OF 02°54'34";  
 THENCE SOUTH 04°14'42" EAST, A DISTANCE OF 54.26 FEET TO THE WEST LINE OF THE EAST 160.00 FEET OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST;  
 THENCE SOUTH 00°02'25" EAST, ALONG SAID LINE, A DISTANCE OF 25.00 FEET;  
 THENCE NORTH 52°40'35" WEST, A DISTANCE OF 49.64 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 1,535 SQUARE FEET OR 0.0352 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.

CITY OF SHORELINE

WESTMINSTER

TAYLOR R. SCHULTE, P.L.S. #44646

BRH JOB NO. 2013106.10

OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.

2009 MINOR AVENUE EAST

SEATTLE, WA 98102

(206) 323-4144



10/01/13

## RIGHT OF WAY VACATION AGREEMENT

**THIS RIGHT OF WAY VACATION AGREEMENT (“Agreement”)** is made and entered into as of \_\_\_\_\_, 2015, for reference purposes only, by and between CITY OF SHORELINE, a municipal corporation (the “**Seller**”), and POTALA SHORELINE, LLC, a Delaware limited liability company (the “**Buyer**”).

### RECITALS

**A.** Seller is the owner of certain right-of-way consisting of 7,908 square feet located in the City of Shoreline, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “**Vacated Property**”).

**B.** Buyer is the owner of certain real property consisting of 5,548 square feet located in the City of Shoreline, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT B** (the “**Exchange Property**”).

**C.** Both of the above properties are located within the 70+ acre Aurora Square area designated by the City Council in 2012 as a Community Renewal Area (CRA).

**D.** As part of the development of the CRA, Seller and Buyer are desirous of entering into an agreement that provides for the vacation of the right-of-way (Vacated Property) in exchange for cash payment and receipt of the Exchange Property in order to better located rights-of-way and develop the CRA.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### ARTICLE 1. PROPERTY

**1.1. PROPERTY TO BE VACATED.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall vacate and convey to Buyer on the Closing Date (as hereinafter defined), and Buyer shall buy and accept from Seller on the Closing Date, the Vacated Property, which expressly includes the following assets and properties:

(a) all the Seller’s right, title and interest in the parcel identified as the Property, as described in **EXHIBIT A**;

(b) all of Seller’s right, title and interest in improvements and structures located on the Property, if any;

**1.2. PROPERTY TO BE EXCHANGED.** Subject to and upon the terms and conditions set forth in this Agreement, Buyer shall convey to Seller on the Closing Date (as hereinafter defined), and Seller shall accept from Buyer on the Closing Date, the Exchange Property, which expressly includes the following assets and properties:

(a) all the Buyer's right, title and interest in the parcel identified as the Property, as described in **EXHIBIT B**;

(b) all of Seller's right, title and interest in improvements and structures located on the Property, if any.

The Exchange Property shall not include that portion the current parcel owned by Buyer as depicted and set forth in Exhibit C.

## **ARTICLE 2. PURCHASE PRICE**

**2.1. PURCHASE PRICE AND PAYMENT.** In accordance with Chapter 12.17, Shoreline Municipal Code, as consideration for the Vacation of the Vacated Property, Buyer shall pay to Seller on the Closing Date a total purchase price of \$276,780.00 (the "**Purchase Price**") said price consisting of: 1) cash in the amount of \$72,600.00; and 2) conveyance by statutory warranty deed of the Exchange Property depicted in **EXHIBIT B**, consisting of 5,548 square feet in area valued at \$194.180.00. The purchase price and Exchange Property reflect the consideration for the value of the Vacated Property calculated to be \$35 per square foot and includes a \$10,000 credit for Buyer to demolish and remove the existing structure on the Exchange Property as provided for herein. The \$10,000.00 shall be the Deposit funds set forth in paragraph 2.3 placed into Escrow at the time of Closing and shall not be released until the Buyer has removed the building located on the Exchange Property in accordance with the conditions set out in paragraph 5.5 of this Agreement.

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimis*.

**2.3. DEPOSIT.** Within two (2) business days after the execution of this Agreement and prior to the Street Vacation being recorded, Buyer shall deliver to the City of Shoreline Administrative Services Department the amount of \$10,000.00 (the "**Deposit**"). At the time of closing, the Deposit shall be placed into Escrow in accordance with paragraphs 2.1 and 5.5 of this Agreement. The Deposit shall be released as set forth in the Staging Easement or upon the demolition of the building located on the Exchange Property.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** As of the Closing Date, Seller represents and warrants as follows:

**3.1.1. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

**3.1.2. FULL DISCLOSURE.** To the extent of Seller's knowledge, as defined herein, no representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading. As used in this Agreement, the phrase "Seller's knowledge" or any derivation or variation thereof shall mean the actual knowledge of the following persons, based on their reasonable inquiry in the file locations where the relevant information would normally be filed:

**3.1.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Buyer or any action taken by Buyer.

**3.1.4. CONTRACTS.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Vacated Property or any portion thereof.

**3.1.5. FUTURE AGREEMENTS.** From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

- (i) enter into any agreement, contract, commitment, lease or other transaction that affects the Vacated Property in any way; or
- (ii) sell, dispose of or encumber any portion of the Vacated Property;

**3.1.6. MAINTENANCE OF PROPERTY.** Seller shall continue to maintain the Vacated Property in compliance with all applicable laws and pay all costs of the Property with respect to the period prior to Closing. Buyer shall continue to maintain the Exchange Property in compliance with all applicable laws and pay all costs of the Exchange Property and shall continue to be responsible for and maintain the Exchange Property during any period of time under which it has exclusive use and control of the Exchange Property or in accordance with the terms set out in a separately executed Staging Easement.

**3.1.7. CONDITION OF THE PROPERTY.** (a) Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Vacated Property, including, without limitation:



- (i) The water, soil and geology;
- (ii) The income to be derived from the Property;
- (iii) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (iv) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (v) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- (vi) The manner or quality of the construction or materials, if any, incorporated into the Property; or
- (vii) Any other matter with respect to the Property.

(b) Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, zoning or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Vacated Property of hazardous materials or substances.

(c) Without limitation, Seller does not make and specifically disclaims any warranties, express or implied, any warranties or representations with respect to the structural condition of the Vacated Property, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Purchased Assets, and the compliance or noncompliance of the Purchased Assets with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “**Hazardous Substances**” shall mean: “**hazardous substance**” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“**CERCLA**”); “**hazardous waste**” as defined by the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) All provisions of this Section 3.1.7 shall survive Closing and the expiration or earlier termination of this Agreement.

3.1.8. **RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Vacated Property shall rest with the Seller and the risk of loss relating to the Exchange Property shall rest with the Buyer except as otherwise set forth in the Staging Easement. Risk of

Loss shall be deemed to include any property damage occurring as a result of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** As of the Closing Date, Buyer represents and warrants as follows:

**3.2.1. Reciprocal terms for Exchange Property.** Terms applicable to the Seller as to the Property under 3.1.1-3.1.8 shall apply to the Buyer with equal force and effect in regard to the Exchange Property to be conveyed as part of the purchase price from the Buyer to the Seller.

**3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** The execution, delivery and performance of this Agreement by Buyer does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party or which is presently in effect and applicable to Buyer. This agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. FULL DISCLOSURE.** No representation or warranty by Buyer in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.2.4. CONDITION OF PROPERTY.**

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Vacated Property condition in Section 3.1.7 of this Agreement.

(b) Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Vacated Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that certain information provided or to be provided with respect to the Property may have been obtained from a variety of sources, and except as may be expressly provided for herein, including without limitation Article 3 herein, Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, and, to the maximum extent permitted by law, and subject to any representations and warranties of Seller pursuant to Article 3 herein, the sale of the Vacated Property as provided for herein is made on an “AS-IS” condition and basis with all faults.

(c) Buyer acknowledges that Buyer has approved the physical condition of the Vacated Property and agrees to accept and purchase the same “AS IS, WHERE IS”, including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at,

from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Article 3 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

**3.2.5. INDEMNIFICATION.** From and after the Closing Date, (i) Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Vacated Property, and (ii) Seller shall indemnify, defend and hold Buyer, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Exchange Property in accordance with the terms and conditions set forth in the Staging Easement.

## **ARTICLE 4. TITLE**

**4.1. TITLE.** Seller shall deliver to Buyer good and marketable title, free and clear of all liens, defects and encumbrances, except the reservation of easements for existing public utilities, if any. The title, right of possession and interest in the Vacated Property shall pass to Buyer upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer. Buyer shall deliver to Seller good and marketable title, free and clear of all liens, defects and encumbrances. The title, right of possession and interest in the Exchange Property shall pass to Seller upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer except as otherwise set for in a separate Staging Easement.

**4.2. CONVEYANCE.** Seller shall convey to Buyer the title to the Vacated Property by Shoreline Ordinance vacating the Property, subject only to necessary utility easements, and record a Declaration of Street Vacation. Buyer shall convey to Seller the title to the Exchange Property by statutory warranty deed in accordance with this Agreement.

## **ARTICLE 5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing:

**5.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this agreement to be delivered to Buyer.

**5.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**5.3. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**5.4. TITLE.** Easements proposed by the Shoreline Hearing Examiner to be recorded against title upon vacation to maintain, repair and replace existing utilities within the Property shall be approved as to form by Buyer. If Buyer objects to these easements, if any, within 10 days from delivery to Buyer, this agreement shall terminate and the Deposit returned to the Buyer.

**5.5. Temporary Construction and Staging Easement.** Seller shall execute in connection with Closing a temporary construction and staging easement (“**Staging Easement**”) in a form mutually acceptable to Seller and Buyer, which Staging Easement shall provide Buyer the right to (i) exclusively occupy the Exchange Parcel following Closing for a period of time not to exceed the sooner of (a) completion of Buyer’s construction activities on the Property, or (b)        years from the Closing Date, and (ii) utilize the Exchange Property for general and specific construction staging activities and purposes (“**Construction Staging**”). In connection with Buyer’s right to utilize the Exchange Property for Construction Staging as provided for herein, Buyer shall not be required to demolish the existing structure(s) on the Exchange Property until after expiration of the Staging Easement. Subsequent to expiration of the Staging Easement, Buyer shall demolish the existing structure(s) located on the Exchange Property, including removing foundations and capping utilities. Buyer shall continue to be liable and responsible for the Exchange Property in accordance with any specific terms set out in the Staging Easement.

## **ARTICLE 6.**

### **CONDITIONS PRECEDENT TO SELLER’S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing:

**6.1. APPROVAL OF SHORELINE COUNCIL.** This Agreement is subject to the vacation of the Property to Buyer by ordinance of the Shoreline City Council.

**6.2 BOUNDARY LINE ADJUSTMENT.** Buyer currently owns the certain property as depicted in Exhibit B and Exhibit C. Seller shall obtain a boundary line adjustment to create the Exchange Property, as described and depicted in Exhibit B, as a legally segregated parcel at Seller’s expense. The property depicted in Exhibit C shall remain the property of the Buyer ( the “Retained Property”) and Buyer shall be responsible for compliance with all state and city codes and regulations with respect to said parcel.

**6.3. REMOVAL OF DRIVEWAY.** Subject to the rights of Buyer pursuant to the Staging Easement, should Seller build a roadway connector across the Exchange Property from Aurora Avenue N to Westminster Way N, Buyer agrees to relinquish, no later than by the completion of the roadway connector, any rights that Buyer may retain pursuant to Section 2 of that certain Driveway Closure Agreement, dated January 23, 2007, by and between Seller and the prior owner of the Exchange Property. This provision shall survive the closing of this transaction and

shall be recorded as a covenant that runs with the Exchange Property in a form approved by the Seller.

**6.4. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

## **ARTICLE 7. CLOSING**

**7.1. CLOSING/CLOSING DATE.** The Closing shall take place within ten (10) days following the vacation of the Property by the City of Shoreline City Council or such other date as may be mutually agreed upon by the Parties, unless extended pursuant to a written agreement executed by Buyer and Seller. Closing shall occur in the offices of the Shoreline City Attorney, Shoreline, Washington.

**7.2. Closing Costs.** Seller shall pay any real estate excise or other transfer tax due, and its own attorneys' fees on transfer of the Property and the cost of preliminary and binding title commitments for the Exchange Property and recording fees for the Declaration of Vacation. Buyer shall pay the cost of the real estate excise or other transfer tax due on transfer of the Exchange Property, recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section all other expenses hereunder shall be paid by the Party incurring such expenses.

## **ARTICLE 8. TERMINATION**

**8.1. TERMINATION BY EITHER PARTY.** Either Party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement has not been satisfied by the Closing Date. In that event, if neither Party is in default of any material term under this Agreement, the Parties shall have no further obligations or liabilities to one another and all documents delivered into escrow shall be returned to the appropriate Party.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all parties hereto.

**9.2. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.



**9.3. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**9.4. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of each Party hereto, its successors and assigns.

**9.5. LEGAL RELATIONSHIP.** The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**9.6. CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**9.7. COOPERATION.** Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

**9.8. GOVERNING LAW.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions.

**9.9. NON-MERGER.** The terms and provisions of this Agreement shall not merge in, but shall survive, the Closing of the transaction contemplated under this Agreement.

**9.10. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent. Notwithstanding the foregoing, Seller acknowledges and agrees that Buyer has entered into that certain Commercial and Investment Real Estate Purchase and Sale Agreement, dated October 1, 2014 (as subsequently amended), with Potala Shoreline, LLC ("**Potala Shoreline**"), a Delaware limited liability company (the "**Property PSA**"). In connection with the Property PSA, Buyer shall have the right to unconditionally assign all of its rights, title, and interests in this Agreement to Potala Shoreline in connection with closing of the Property PSA, and thereafter Potala Shoreline shall be deemed to be the Buyer hereunder.

**9.11. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each Party must determine if they wish to obtain and pay for such legal review. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

**9.12. EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

Exhibit A	Legal Description of Vacation
Exhibit B	Legal Description of Exchange Property
Exhibit C	Legal Description of Retained Property

EXECUTED as of the date and year first above written:

**BUYER: POTALA SHORELINE, LLC,**  
a Delaware limited liability company

**SELLER: CITY OF SHORELINE,**  
a municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lobsang Dargey  
Title: Manager

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A**

**VACATED PROPERTY LEGAL DESCRIPTION**

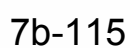
**EXHIBIT B**

**EXCHANGE PROPERTY LEGAL DESCRIPTION**

**EXHIBIT C**

**RETAINED PROPERTY LEGAL DESCRIPTION**





## Vacated Property Legal Description

**RIGHT OF WAY VACATION LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9; RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4; THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949; THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 76°38'08" WEST, A DISTANCE OF 16.58 FEET;  
 THENCE NORTH 38°36'35" EAST, PARALLEL WITH AND DISTANT 15.00 FEET NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF SAID WESTMINSTER WAY NORTH, A DISTANCE OF 444.07 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1176.27 FEET;  
 THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 86.13 FEET THROUGH A CENTRAL ANGLE OF 04°11'44";  
 THENCE SOUTH 55°35'08" EAST, A DISTANCE OF 15.00 FEET TO THE SAID SOUTHEASTERLY MARGIN AND A NON TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET AND A RADIAL BEARING OF NORTH 55°35'08" WEST;  
 THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 87.24 FEET, THROUGH A CENTRAL ANGLE OF 04°11'45";  
 THENCE SOUTH 38°36'35" WEST, A DISTANCE OF 436.99 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 7,908 SQUARE FEET OR 0.1815 ACRES, MORE OR LESS;

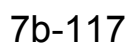
SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



10/01/13

CITY OF SHORELINE  
 WESTMINSTER  
 TAYLOR R. SCHULTE, P.L.S. #44646  
 BRH JOB NO. 2013106.10  
 OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
 2009 MINOR AVENUE EAST  
 SEATTLE, WA 98102  
 (206) 323-4144



## Exchange Property Legal Description

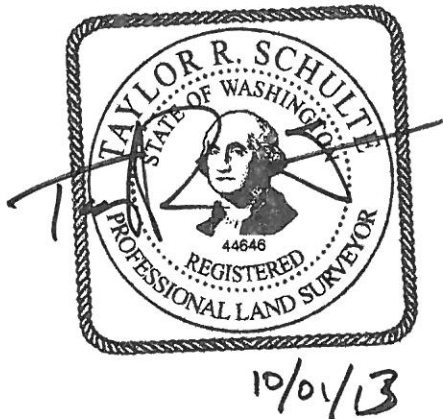
**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE CENTER OF SAID SECTION 18, WHICH IS ALSO A POINT ON THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 155TH STREET TO NORTH 160<sup>TH</sup> STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WASHINGTON, AT HIGHWAY ENGINEER'S SURVEY STATION 185+55.9;  
 RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4;  
 THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949;  
 THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH;  
 THENCE NORTH 38°36'35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY MARGIN, A DISTANCE OF 436.99 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET;  
 THENCE ALONG SAID CURVE AN ARC LENGTH OF 87.24 FEET, THROUGH A CENTRAL ANGLE OF 04°11'45" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, AN ARC LENGTH OF 116.74 FEET, THROUGH A CENTRAL ANGLE OF 05°36'53";  
 THENCE NORTH 89°57'36" EAST, A DISTANCE OF 18.75 FEET;  
 THENCE SOUTH 00°02'25" EAST, PARALLEL WITH THE CENTERLINE OF AURORA AVENUE NORTH, A DISTANCE OF 62.26 FEET;  
 THENCE SOUTH 39°45'55" WEST, A DISTANCE OF 118.72 TO THE WEST LINE OF THE EAST 160.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 18;  
 THENCE NORTH 04°14'42" WEST, A DISTANCE OF 54.26 FEET TO THE TRUE POINT OF BEGINNING;

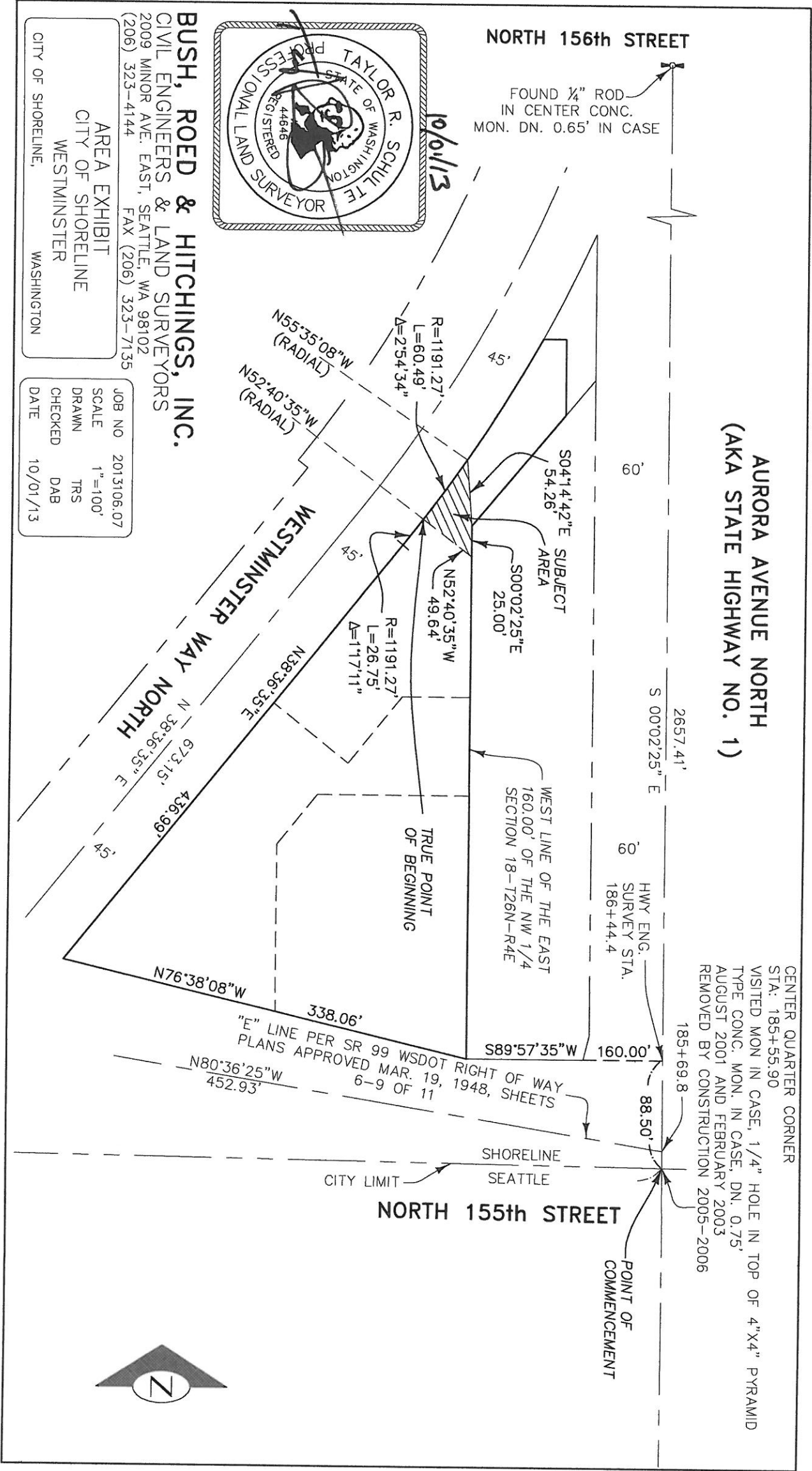
CONTAINING 5,548 SQUARE FEET OR 0.1274 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



CITY OF SHORELINE  
 WESTMINSTER  
 TAYLOR R. SCHULTE, P.L.S. #44646  
 BRH JOB NO. 2013106.10  
 OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
 2009 MINOR AVENUE EAST  
 SEATTLE, WA 98102  
 (206) 323-4144





## Retained Property Legal Description

**LEGAL DESCRIPTION**

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 RUNNING THENCE NORTH 00°02'25" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER'S SURVEY STATION 186+44.4;  
 THENCE SOUTH 88°57'35" WEST A DISTANCE OF 160.00 FEET TO A POINT WHICH IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN PORTION OF THE ABANDONED STATE ROAD CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED UNDER RECORDING NUMBER 3954784, BEARING DATE OF SEPTEMBER 29, 1949;  
 THENCE NORTH 76°38'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY MARGIN OF NORTH 155<sup>TH</sup> STREET, A DISTANCE OF 338.06 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF WESTMINSTER WAY NORTH;  
 THENCE NORTH 38°36'35" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY MARGIN, A DISTANCE OF 436.99 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1191.27 FEET;  
 THENCE ALONG SAID CURVE AN ARC LENGTH OF 26.75 FEET, THROUGH A CENTRAL ANGLE OF 01°17'11" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, AN ARC LENGTH OF 60.49 FEET, THROUGH A CENTRAL ANGLE OF 02°54'34";  
 THENCE SOUTH 04°14'42" EAST, A DISTANCE OF 54.26 FEET TO THE WEST LINE OF THE EAST 160.00 FEET OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST;  
 THENCE SOUTH 00°02'25" EAST, ALONG SAID LINE, A DISTANCE OF 25.00 FEET;  
 THENCE NORTH 52°40'35" WEST, A DISTANCE OF 49.64 FEET TO THE TRUE POINT OF BEGINNING;

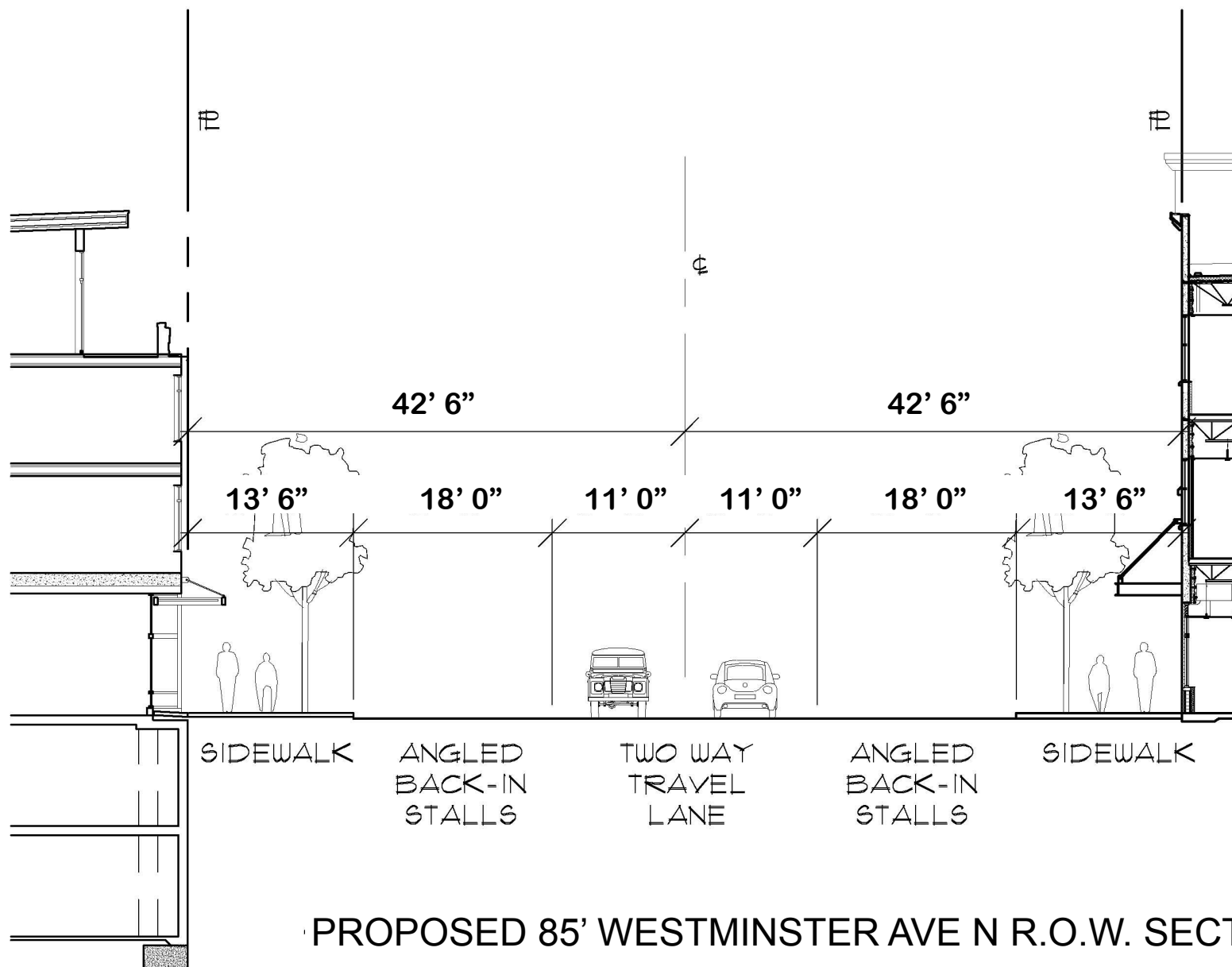
CONTAINING 1,535 SQUARE FEET OR 0.0352 ACRES, MORE OR LESS;

SITUATE IN THE CITY OF SHORELINE, STATE OF WASHINGTON.



CITY OF SHORELINE  
 WESTMINSTER  
 TAYLOR R. SCHULTE, P.L.S. #44646  
 BRH JOB NO. 2013106.10  
 OCTOBER 01, 2013

BUSH, ROED & HITCHINGS, INC.  
 2009 MINOR AVENUE EAST  
 SEATTLE, WA 98102  
 (206) 323-4144



PROPOSED 85' WESTMINSTER AVE N R.O.W. SECTION

N.T.S.

# AURORA SQUARE PLANNED ACTION

## Draft Environmental Impact Statement

December 2014



7b-122





SHORELINE  
CITY COUNCIL

Shari Winstead  
Mayor

Chris Eggen  
Deputy Mayor

Will Hall

Doris McConnell

Keith A. McGlashan

Chris Roberts

Jesse Salomon

December 12, 2014

**Subject:** Aurora Square Planned Action Draft Environmental Impact Statement

Dear Reader,

In 2012, the City of Shoreline (City) designated the Aurora Square Community Renewal Area (Aurora Square CRA), and subsequently adopted the Aurora Square Community Area (CRA) Renewal Plan to guide the renewal of the Aurora Square CRA. The Aurora Square CRA is about 70 gross acres in size, and the intent is for it to redevelop as a revitalized shopping center with private mixed use commercial and residential development, entertainment, and gathering spaces.

One of the mechanisms the City proposes to use to spur private development includes a Planned Action Ordinance based on this Draft Environmental Impact Statement (Draft EIS). A planned action provides more detailed environmental analysis during the early formulation stages of planning proposals rather than at the project permit review stage.

The City anticipates approval of a Planned Action Ordinance identifying thresholds of development and mitigation measures. The CRA Planned Action will also consider:

- transportation facilities for transit, pedestrian, and bicycles to support redevelopment;
- identifying opportunities for better pedestrian access to and from the CRA;
- opportunities and incentives for low-impact and eco-district improvements;
- conceptual exploration of regional stormwater facilities and standard requirements;
- providing exceptional signage and way finding for the site (including sign code amendments); and
- creating “windows” to the site that will allow better interaction between pedestrians and businesses.

Three alternatives are under review in this Draft EIS:

- **No Action**, a State Environmental Policy Act (SEPA)-Required Alternative. This alternative assumes Aurora Square continues with a similar commercial retail and office character and the same square footage of buildings and parking as presently located on site.



- **Phased Growth**, assuming a moderate level of development, which introduces 500 dwelling units and adds up to 250,000 square feet of retail and office space beyond present development space.
- **Planned Growth**, a maximum level of growth studied, adding 1,000 dwelling units and 500,000 square feet of retail and office space beyond present development space.

For each alternative, the Draft EIS evaluates the potential effects of future growth and improvements on land use, light and glare, transportation, stormwater, sewer and water, and schools and parks.

Affected agencies, tribes, and members of the public are invited to comment on this Draft EIS. Comments may be provided in writing. Written comments are due no later than **5:00 p.m., January 12, 2015** and should be directed to:

Steven Szafran, AICP, Senior Planner  
City of Shoreline Planning & Community  
Development Department

17500 Midvale Ave N  
Shoreline, WA 98133  
[sszafran@shorelinewa.gov](mailto:sszafran@shorelinewa.gov)

For questions you may contact Steven Szafran, AICP, Senior Planner at (206) 801-2500. Thank you for your interest in the Aurora Square Planned Action.

Sincerely,



Rachael Markle, AICP, SEPA Official  
Planning & Community Development Director  
City of Shoreline

## FACT SHEET

### Project Title

Aurora Square Planned Action

### Proposed Action and Alternatives

In 2012, the City of Shoreline (City) designated the Aurora Square Community Renewal Area (Aurora Square CRA), and subsequently adopted the Aurora Square Community Area (CRA) Renewal Plan to guide the renewal of the Aurora Square CRA. The Aurora Square CRA is about 70 gross acres in size, and the intent is for it to redevelop as a revitalized shopping center with private mixed use commercial and residential development, entertainment, and gathering spaces.

One of the mechanisms the City proposes to use to spur private development includes a Planned Action Ordinance based on this Environmental Impact Statement (EIS). A Planned Action provides more detailed environmental analysis during formulation of planning proposals rather than at the project permit review stage. The City is anticipated to approve a Planned Action Ordinance identifying thresholds of development and mitigation measures. The CRA Planned Action will also consider:

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- **Phased Growth**, assuming a moderate level of development, which introduces 500 dwelling units and adds up to 250,000 square feet of retail and office space beyond present development space.
- **Planned Growth**, a maximum level of growth studied, adding 1,000 dwelling units and 500,000 square feet of retail and office space beyond present development space.

### Location

The study area is approximately 70 gross acres in size and located at the intersection of N 155th Street and Aurora Ave N. The site is bounded by N 160<sup>th</sup> Street to the north, Aurora Avenue N to the east, Westminster Way, Fremont Avenue N and N 155<sup>th</sup> Street to the South, and Dayton Avenue N to the west.

### Proponent

City of Shoreline

### Tentative Date of Implementation

Spring 2015

## Lead Agency

City of Shoreline

## Responsible Official

Rachael Markle, AICP, SEPA Official  
Planning & Community Development Director  
City of Shoreline  
Department of Planning & Community Development  
17500 Midvale Ave N  
Shoreline, WA 98133  
(206) 801-2500

## Contact Person

Steven Szafran, AICP, Senior Planner  
City of Shoreline Planning & Community Development Department  
17500 Midvale Ave N  
Shoreline, WA 98133  
sszafran@shorelinewa.gov  
(206) 801-2500

## Required Approvals

As legislative items, the Planning Commission has authority to make recommendations on comprehensive plan and development regulation amendments. The City Council has the authority to approve such amendments. Such amendments may include Capital Facility Element and Capital Improvement Program amendments to fold in transportation and stormwater improvements. Development regulation amendments include sign code and noise regulations. A planned action ordinance is also under consideration by the Planning Commission and City Council.

In addition, the State of Washington Department of Commerce reviews proposed comprehensive plan and development regulation amendments during a 60-day review period prior to adoption.

## Authors and Principal Contributors to the EIS

The EIS was prepared under the direction of the Economic Development Program Manager, Planning & Community Development Department, and Public Works Department.

Authors of technical analysis include:

### **BERK Consulting**

2025 First Avenue, Suite 800  
Seattle, WA 98121  
(206) 324-8760  
(Lead Author, Land Use, Light and Glare, Public Services and Utilities)

### **KPG**

753 9th Ave N, Seattle, WA 98109  
(206) 286-1640  
(Stormwater and Transportation)

## Draft EIS Date of Issuance

December 12, 2014

## Draft EIS Comment Due Date

January 12, 2015

## Public Comment Opportunities

Affected agencies, tribes, and members of the public are invited to comment on this Draft EIS. Comments may be provided in writing. Written comments are due no later than **5:00 p.m., January 12, 2015** and should be directed to:

Steven Szafran, AICP, Senior Planner  
City of Shoreline Planning & Community Development Department  
17500 Midvale Ave N  
Shoreline, WA 98133  
sszafran@shorelinewa.gov

## Date of Final Action

Spring 2015

## Prior Environmental Review Documents

The Planned Action EIS analysis is being conducted in the context of previous SEPA documents, including:

- City of Shoreline Comprehensive Plan, Final EIS, November 1998
- Comprehensive Plan, Final EIS, November 1998
- North City Sub-Area Plan Planned Action Final Supplemental EIS, June 2001
- Town Center Subarea Planned Action Final Supplemental EIS, July 2011
- Updates to the City of Shoreline Comprehensive Plan, Determination of Non-Significance (DNS) and SEPA Checklist, September 2004
- City of Shoreline Transportation Master Plan (TMP), Development Code and Comprehensive Plan Amendments, DNS and SEPA Checklist, September 2011
- 2012 Update to the Shoreline Comprehensive Plan DNS, September 2012
- Commercial Zone Consolidation Analysis, September 2012.

This Planned Action EIS has also been prepared in the context of adopted plans and regulations. The Shoreline Comprehensive Plan, functional plans (e.g. stormwater plans such as the Boeing Creek Basin Plan), Aurora Square Community Renewal Area Renewal Plan, and development regulations promote compact mixed use redevelopment where infrastructure is available, consistent with design standards, water quality and environmental protection regulations.

## Location of Background Data

City of Shoreline Planning & Community Development Department  
17500 Midvale Ave N  
Shoreline, WA 98133

## Draft EIS Availability

The purchase price of a copy of the Draft EIS is based on reproduction costs of printed documents or compact disks (CDs). Hard copies of the Draft EIS are available for review at:

City of Shoreline Planning & Community Development Department  
17500 Midvale Ave N  
Shoreline, WA 98133

The document is posted on the City's Web site:

<http://www.cityofshoreline.com/business/aurora-square-community-renewal-area>

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## 1.0 SUMMARY

### 1.1 Purpose of Proposed Action

In 2012, the City of Shoreline (City) designated the Aurora Square Community Renewal Area (Aurora Square CRA), and subsequently adopted the Aurora Square Community Area (CRA) Renewal Plan to guide the renewal of the Aurora Square CRA. The Aurora Square CRA is about 70 gross acres in size, and the intent is for it to redevelop as a revitalized shopping center with private mixed use commercial and residential development, entertainment, and gathering spaces.

One of the mechanisms the City proposes to use to spur private development includes a Planned Action Ordinance based on this Environmental Impact Statement (EIS). A Planned Action provides more detailed environmental analysis during formulation of planning proposals rather than at the project permit review stage

The City is anticipated to approve a Planned Action Ordinance identifying thresholds of development and mitigation measures. The CRA Planned Action will also consider:

- transportation facilities for transit, pedestrian, and bicycles to support redevelopment;
- identifying opportunities for better pedestrian access to and from the CRA;
- opportunities and incentives for low-impact and eco-district<sup>1</sup> improvements;
- conceptual exploration of regional stormwater facilities and standard requirements;
- providing exceptional signage and way finding for the site (including sign code amendments); and
- creating “windows” to the site that will allow better interaction between pedestrians and businesses.

### 1.2 State Environmental Policy Act Process

#### Purpose

This Draft EIS provides a qualitative and quantitative analysis of environmental impacts as appropriate to the nature of the Aurora Square planned action. The specific purpose of this EIS is to assist the public and local government decision makers in considering future growth at Aurora Square, proposed amendments to the City’s municipal code, planned infrastructure, and mitigation measures that would apply to future development actions.

#### Planned Action

The City proposes to designate the Aurora Square study area as a planned action, pursuant to the State Environmental Policy Act (SEPA) and implementing rules. According to WAC 197-11-164, a Planned Action is defined as a project that is characterized by the following:

- Designated by a Planned Action Ordinance;

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<sup>1</sup> The CRA describes the eco-district as follows: “Exceptional environmental wins are achieved when clusters of buildings work together to achieve sustainability in a ‘eco-district.’ The Aurora Square CRA provides sufficient size to experience economies of scale with cost-effective facilities and infrastructure, whether they be treating storm or waste water, providing clean power, or achieving other environmental goals.



## AURORA SQUARE PLANNED ACTION EIS SUMMARY

- Analyzed through an EIS that addresses any significant impacts;
- Prepared in conjunction with a comprehensive plan, a subarea plan, a master planned development, a phased project, or with subsequent or implementing projects of any of these categories;
- Located within an Urban Growth Area (UGA);
- Not an essential public facility unless they are accessory to or part of a project that otherwise qualifies as a Planned Action; and
- Consistent with an adopted comprehensive plan.

Projects meeting these requirements qualify as planned action projects and do not require a subsequent SEPA threshold determination, but still require a completed environmental checklist to be submitted. Future planned action projects must be reviewed for consistency with the City's zoning and development regulations, the proposed subarea plan, conceptual site plan, and development agreement where applicable. Planned actions must also acquire all necessary permits, and satisfy all necessary public notice requirements of said permits.

The proposed action studies a range of growth allowed within the Aurora Square property. Consistency with this range of growth and associated mitigation would be ensured through the Planned Action Ordinance and Shoreline Municipal Code (SMC).

## Organization of this Document

This Draft Planned Action EIS is organized into chapters with the following purpose:

- **Chapter 1 – Summary:** This chapter provides a brief discussion of the proposed action, the environmental review process, and the public involvement process, as well as a summary of the potential environmental impacts and recommended mitigations measures associated with each EIS alternative.
- **Chapter 2 – Alternatives:** This chapter describes proposal objectives, the proposed actions and alternatives for the Aurora Square property, and summarizes public review opportunities.
- **Chapter 3 – Affected Environment, Significant Impacts, and Mitigation Measures:** This chapter describes the existing conditions for each environmental topic area and includes an analysis of the potential impacts associated with each EIS alternative. Recommended mitigation measures to reduce impacts to less than significant levels are also discussed.
- **Chapter 4 – References:** This chapter contains a list of all documents and personal communications referenced in the analyses contained in Chapter 3.
- **Chapter 5 – Distribution List:** This chapter contains a list of government agencies and community groups who will receive notices of availability or copies of the Draft EIS.

## 1.3 Public Involvement

The City provided comment opportunities with a Determination of Significance and Scoping Notice issued August 14, 2014, for a 21-day comment period that closed on September 4, 2014 (see Appendix A). The Draft EIS is being issued with a 30-day comment period during which time written comments are being requested (see Fact Sheet). Following the Draft EIS issuance, the Final EIS will respond to public comments.

Public meetings and hearings on the Planned Action Ordinance and other code amendments (e.g. signs) will receive legislative review by the Planning Commission and City Council. Project related meetings and comment periods are advertised at the project webpage:

<http://www.cityofshoreline.com/business/aurora-square-community-renewal-area>.

## 1.4 Proposed Action, Alternatives, and Objectives

### Proposal Objectives

SEPA requires a statement of proposal objectives to guide the formulation of alternatives and their evaluation. The Aurora Square Planned Action objectives are consistent with the Aurora Square CRA Vision:

*Imagine an open, green plaza in the center of Shoreline, filled with sunbathing and studying students, young families watching their children run and play, an elderly couple enjoying a Central Market picnic, dogs wagging their tails, actors practicing their lines, and the sound of college-age buskers singing with an occasional clink as coins fall into a hat.*

*This is the backdrop to the busy comings and goings of shoppers and lunching workers who relish the time of their day that allows them to visit the renewed Aurora Square shopping center. It is a “one-stop” convenient shopping solution that provides dining, nightlife, and healthy-lifestyle options. It is a community gathering place, where a leg stretching walking easily turns into a serendipitous rendezvous with friends.*

*It is an environmentally sensitive district within walking distance of Metro’s Rapid- Ride bus service and the Interurban Trail: the intersection of life, study, entertainment, sustainability and retail.*

Chapter 2 provides additional detail on concepts and implementation.

### Proposed Action and Alternatives

#### Alternative 1: No Action

Under Alternative 1, the No Action Alternative, the property would continue with retail and office uses. Mixed residential and commercial uses, though allowed by the Shoreline Municipal Code (SMC), would not occur. Present suburban style development with low floor area ratios (FARs)<sup>2</sup> would continue at about 0.24. Businesses may change within the buildings but would continue to focus on retail and office uses similar to the current mix.

With Alternative 1 No Action, a Planned Action Ordinance would not be adopted, and sign code and noise regulation amendments would not be made.

The No Action Alternative is consistent with the transportation projects identified in the City’s 2014-2019 *Transportation Improvement Plan* and *Transportation Master Plan*, but only assumes completion of improvements funded by the 2015-2020 *Capital Improvement Plan*. The No Action Alternative includes the restriping N 160th Street from four to three lanes between Aurora Avenue N and Greenwood Avenue N in 2015.

The No Action Alternative is a benchmark from which the other action alternatives can be compared.

#### Alternative 2: Phased Growth

Under Alternative 2, residential development would be introduced at up to 500 dwelling units. Also, approximately 250,000 square feet of commercial retail or office development would be added to the site. Together the added space would result in a mixed use environment and increased shopping and professional space. The FAR would increase to 0.6, more than doubling the intensity on the site. To achieve this, more parking would be structured and the expanse of surface parking would be reduced in favor of building space.

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<sup>2</sup> The gross floor area of all buildings or structures on a lot divided by the total lot area. (SMC 20.20.020)

To incentivize this additional growth at Aurora Square, a Planned Action Ordinance would be adopted which would mean additional SEPA review would not be required, and mitigation measures would be known in advance of the development application.

Sign code amendments would be made which could increase the area and height of signs to increase visibility and create a new brand for the center to help achieve the CRA strategy of: “Re-brand Aurora Square and construct iconic signage for Aurora Square and Shoreline Community College.” Amendments to limitations on noise after 10:30 pm would be made to the Shoreline Municipal Code.

In addition to TMP improvements, street improvements would be made to support multiple modes, improved access, and urban street characters that support a mixed use environment. Stormwater would be provided either onsite or, preferably, in a regional facility.

### **Alternative 3: Planned Growth**

Alternative 3 would be similar to Alternative 2 except that 1,000 dwelling units and 500,000 square feet of commercial retail and office space would be added. This level of additional growth would increase the FAR to be more urban in character at 0.9.

As with Alternative 2, a Planned Action Ordinance and sign code amendments would be adopted as part of Alternative 3 to help stimulate growth. Further, multimodal transportation improvements and the option to consider onsite or offsite regional stormwater would be made similar to those described for Alternative 2.

## **1.5 Major Issues, Significant Areas of Controversy and Uncertainty, and Issues to be Resolved**

The key issues facing decision makers include:

- Level of growth to be incentivized in a Planned Action;
- Type of changes to sign and noise regulations to create the mixed use entertainment district;
- Type and location of multimodal transportation improvements;
- Coordination of offsite regional stormwater improvements; and
- Access to offsite and onsite parks and open space.

## **1.6 Summary of Impacts and Mitigation Measures**

### **Summary of Impacts Common to All Alternatives**

This section provides a summary of impacts common to more than one alternative under study. Unique impacts of each alternative are addressed following this section.

#### **Land Use**

Under all alternatives, future development on the Aurora Square site would be predominantly commercial in character, though the precise mix of uses and the amount of residential development on the site would vary by alternative.

Overall, the indirect impact of new land uses toward the existing surrounding land uses would be relative to the placement and location of new uses within the CRA study area. Given the existing semicircle of single family residences to the west and the mix of multifamily and commercial space to the north and east, the potential for land use incompatibility decreases as new development is placed more centrally or easterly within the CRA site.

#### **Light and Glare**

Under all alternatives, ambient light and glare in the study area would increase as more development occurs on the Aurora Square site and as traffic volumes increase on Aurora Ave N. All alternatives would

result in a predominantly commercial and retail character for the site, which typically produces higher levels of light and glare than residential development. The precise level and nature of the additional light and glare produced would vary by alternative. While Alternative 1 would continue existing development patterns and signage requirements, Alternatives 2 and 3 would introduce mixed use commercial and residential elements to the site, including the potential addition of an outdoor entertainment performance venue.

Light and glare impacts for Alternatives 2 and 3 are essentially the same in character and differ in amount on intensity and glare being produced. This difference in light and glare production corresponds to the respective levels of redevelopment proposed under each alternative.

## **Transportation**

Under all alternatives, additional traffic generated by growth in the region would result in increased traffic delays on major transportation routes, including Aurora Avenue N. Other impacts common to all alternatives would include increased intersection delays during weekdays and weekends, as well as increased traffic related to seasonal and holiday shopping periods. Specific land uses may increase or decrease traffic impacts during peak periods. For example, a movie theater would generate higher evening and weekend traffic, where as an office use would result in higher levels of impact during morning and afternoon commute periods. All alternatives would have impacts to transit, pedestrian and bicycle travel, depending on the uses.

## **Stormwater**

Under all alternatives, impervious surfaces on the Aurora Square site would contribute to stormwater runoff to receiving water bodies, which could carry pollutants, such as petroleum, metals, and chemical residue from fertilizers and pesticides. Future construction in the study area could also increase the input of sediment into water bodies through runoff.

All action alternatives would have similar impacts related to potential increases in impervious surfaces, since all alternatives would be subject to the dimensional requirements of the Mixed Business (MB) zone, as specified in Section 20.50.020 of the Shoreline Municipal Code (SMC). Although the allowable 95% hardscape coverage in this zone is higher than the existing approximate 80% hardscape coverage in the study area as a whole, the portions of the study area most likely to redevelop have higher existing impervious coverage in the 90-95% range. As a result, none of the action alternatives are anticipated to result in significant increases impervious surfaces.

## **Sewer and Water**

Under each of the alternatives, the demand for sewer and water services will increase as development of the Aurora Square area will generate additional population and employment.

It is anticipated that the number of commercial accounts would increase under all alternatives, and the number of residential accounts would increase under Alternatives 2 and 3. Water system infrastructure surrounding the Aurora Square area meet the fire flow requirements needed for the proposed growth under all alternatives.

Upgrades to the sewer and water lines within the Aurora Square area will be needed as the additional potential commercial and residential development will cause a greater demand on the sewer and water system.

## **Schools and Parks**

Under Alternatives 2 and 3, the demand for Parks and Schools will increase due to the increased residential and commercial development planned under these alternatives.

Additional growth under Alternatives 2 and 3 would generate additional school children. For the school to maintain the current student to teacher ratio (17.3 students for every teacher), the Shoreline School District may need to hire additional teachers. It is important to note that multifamily developments, the likely housing unit type, tend to generate fewer children than single family developments.

## Summary Matrix of Impacts and Mitigation Measures

Table 1-1 provides an analysis of each alternative's environmental effects. For the complete context of the analysis, the reader is encouraged to read Chapter 3.

**Table 1-1. Summary of Impacts Unique to Each Alternative**

Element of Analysis	Alternative 1 No Action Alternative	Alternative 2 Phased Growth Alternative	Alternative 3 Planned Growth Alternative
<b>Land Use</b>	<p>Alternative 1 is not expected to cause significant direct or indirect impacts.</p> <p>Conditions that led to the formation of the CRA Renewal Plan would continue.</p>	<p>A mixed use environment would be created with residential development introducing up to 500 dwelling units. Additionally, approximately 250,000 square feet of commercial, retail or office development would be added to the site.</p> <p>Potential indirect impacts to nearby land uses would include increased pedestrian and vehicle traffic, increased light and noise, and increased height and bulk of physical buildings to the overall area.</p>	<p>A mixed use environment would be created with residential development introducing up to 1,000 dwelling units. Additionally, approximately 500,000 square feet of commercial retail or office development would be added to the site.</p> <p>Potential indirect impacts to nearby land uses would be similar to Alternative 2 but possibly more intense including increased pedestrian and vehicle traffic, increased light and noise, and increased height and bulk of physical buildings to the overall area.</p>
<b>Light and Glare</b>	<p>Alternative 1 is expected to have light and glare impacts similar to existing conditions.</p>	<p>Alternative 2 would introduce new, more urban development to the Aurora Square site including new residential development; entertainment oriented spaces; higher densities of commercial and office space; and new and larger types of signs. Light and glare produced from these sources would impact neighboring uses.</p>	<p>Alternative 3 would introduce similar urban development to the Aurora Square site as Alternative 2 but in greater intensity and kind. These new uses would include new residential development; entertainment oriented spaces; higher densities of commercial and office space; and new and larger types of signs. Light and glare produced from these sources would impact neighboring uses similar to Alternative 2 but in a greater degree.</p>



Element of Analysis	Alternative 1 No Action Alternative	Alternative 2 Phased Growth Alternative	Alternative 3 Planned Growth Alternative
<b>Transportation</b>			
<i>Intersection Operations</i>	During the 2030 PM peak hour, the N 155th Street/Aurora Avenue N intersection would operate at LOS F. Because Aurora Avenue N (SR 99) is a designated Highway of Statewide Significance, intersections on this facility are exempt from the City's LOS D standard. The intersection of N 145 <sup>th</sup> Street/Greenwood Avenue N would operate at LOS E, but is outside the City of Shoreline city limits and is not subject to the City's LOS standard. All other study intersections are forecasted to operate at LOS D or better.	During the 2030 PM peak hour, the N 155th Street/Aurora Avenue N intersection would operate at LOS F and the N 160th Street/Aurora Avenue N intersection would operate LOS E. As with Alternative 1, these intersections are exempt from the City's LOS D standard. The intersection of N 145 <sup>th</sup> Street/Greenwood Avenue N would operate at LOS E, but is outside the City of Shoreline city limits and is not subject to the City's LOS standard. All other study intersections are forecasted to operate at LOS D or better.	Similar to Alternative 2.
<i>Volume-to-Capacity Ratio</i>	Northbound Westminster Way between Greenwood Avenue N and Dayton Avenue N exceeds a 0.90 volume-to-capacity ratio (0.94); however, the segment meets the standard because the intersection at Westminster Way N/Dayton Avenue N is forecast to operate at LOS B.	Northbound Westminster Way between Greenwood Avenue N and Dayton Avenue N exceeds a 0.90 volume-to-capacity ratio (0.97); however, the segment meets the standard because the intersection at Westminster Way N/Dayton Avenue N is forecast to operate at LOS B.	Northbound Westminster Way between Greenwood Avenue N and Dayton Avenue N exceeds a 0.90 volume-to-capacity ratio (0.98); however, the segment meets the standard because the intersection at Westminster Way N/Dayton Avenue N is forecast to operate at LOS B.
<i>Transit Impacts</i>	Transit ridership is expected to increase in proportion to the area's population growth. However, lack of pedestrian improvements would likely impact these numbers. Development by the Shoreline Community College under its 2006 Master Development Plan would be a factor in the growth in transit ridership in the area.	Transit ridership would be increased under Alternative 2. The addition of residential and office land uses would result in increased demand for transit services particularly during commute hours. Access to transit would be improved by non-motorized internal connections within the CRA site and street frontage improvements that would occur with redevelopment.	Transit ridership would be increased under Alternative 3. The addition of residential and office land uses would result in increased demand for transit services particularly during commute hours. Access to transit would be improved by non-motorized internal connections within the CRA site and street frontage improvements that would occur with redevelopment.
<i>Pedestrian and Bicycle Impacts</i>	Alternative 1 includes new bicycle lanes on N 160th Street as a result of restriping this facility from 4 lanes to 3 lanes. No major pedestrian improvements would be constructed under this alternative. Growth in pedestrians and bicyclists would be proportionate to area population growth.	With redevelopment of the CRA, Alternative 2 would improve pedestrian and bicycle facilities within the CRA site and along the street frontages. The frontage improvements for N 160th Street will include a two-way cycle track on the south-side of the street.	With redevelopment of the CRA, Alternative 3 would improve pedestrian and bicycle facilities within the CRA site and along the street frontages. The frontage improvements for N 160th Street will include a two-way cycle track on the south-side of the street.

Element of Analysis	Alternative 1 No Action Alternative	Alternative 2 Phased Growth Alternative	Alternative 3 Planned Growth Alternative
<i>Construction Impacts</i>	No construction impacts are assumed with the No Action Alternative.	Transportation impacts for the action alternatives due to construction activity would likely be moderate and would consist primarily of temporary lane closures or entire road closures during construction.  Appropriate construction management, including development of detour routes, and appropriate phasing of development plans should be considered to mitigate vehicle, transit, and non-motorized impacts during construction.	Similar to Alternative 2.
<b>Stormwater</b>			
	With no significant changes in building areas and uses, it is anticipated the buildings and parking areas would mostly remain in their current configurations; therefore stormwater impacts related to added impervious surfaces or construction activities would be minimal.	Similar to the No Action Alternative, impacts related to added impervious surfaces would be minimal.  The stormwater benefit of this alternative is expected to be greater than No Action due to stormwater management requirements for new and replaced impervious surfaces.	Alternative 3 would require development of a larger portion of the study area than Alternative 2. However, as with other alternatives, impacts related to added impervious surfaces are anticipated to be minimal.  The stormwater benefits of Alternative 3 are anticipated to be the greatest of the three alternatives due to the application of stormwater management practices over the largest area.
<b>Sewer and Water</b>			
<i>Water</i>	Alternative 1, assuming full utilization of the commercial space, will support 1,528 employees.  The current water system has the capacity to support this increase.	Alternative 2 will generate an additional 1,220 residents and 833 net employees.  This increase will generate an additional 63,500 gallons per day (gpd) related to residential usage.  SPU was provided with a description of the growth and has indicated that the water system has the capacity for this growth.	Alternative 3 will generate an additional 2,440 residents and 1,667 net employees.  This will generate an additional 127,000 gpd regarding residential usage.  SPU was provided with a description of the growth and has indicated that the water system has the capacity for this growth.

Element of Analysis	Alternative 1 No Action Alternative	Alternative 2 Phased Growth Alternative	Alternative 3 Planned Growth Alternative
<i>Sewer</i>	Alternative 1, which would fully utilize the commercial space, would have an average annual commercial demand of 6,601 gpd.	<p>Alternative 2 would generate 500 residential units, creating an average annual residential demand to 42,500 gpd.</p> <p>Alternative 2, which would create an additional 833 employees beyond the No Action level, will increase the average annual commercial demand to 3,600 gallons per day (gpd).</p> <p>The overall average annual demand will increase to 46,100 gpd.</p> <p>The Ronald Wastewater District estimates sufficient capacity to serve the added growth.</p>	<p>Alternative 3 would generate 1,000 residential units creating an average annual residential demand of 85,000 gpd.</p> <p>Alternative 3 would create an additional 1,667 employees beyond the No Action Level, and increase the average annual commercial demand to 7,200 gpd.</p> <p>The overall average annual demand will increase to 92,200 gpd.</p> <p>The Ronald Wastewater District estimates sufficient capacity to serve the added growth.</p>
<b>Schools and Parks</b>			
<i>Schools</i>	Alternative 1 would not generate any additional demand for educational services.	Based on the numbers of proposed residential units and the District's generation rates, Alternative 2 would result in 85 elementary school students, 25 middle school students, and 50 high school students. In order to maintain the current student to teacher ratio, the Shoreline School District would need to assure adequate teaching staff and classroom space.	Based on the number of proposed residential units and the District's student generation rate, Alternative 3 would result in 170 elementary school students, 50 middle school students, and 100 high school students. In order to maintain the current student to teacher ratio, the Shoreline School District may need to add teachers and classroom space.
<i>Parks</i>	Alternative 1 would not increase resident population in the study area, and therefore would not generate a substantial demand for parks and recreational facilities.	<p>Alternative 2 will increase the resident population with the creation of 500 dwelling units.</p> <p>The new residential units would require 25,000 square feet of open space.</p> <p>Commercial development would provide 50,000 square feet of public space.</p>	<p>Alternative 3 will increase the resident population with the creation of 1,000 dwelling units.</p> <p>The new residential units would require 50,000 square feet of open space.</p> <p>Commercial development would provide up to 100,000 square feet of public places.</p>

Source: BERK Consulting, 2014

## Summary Matrix of Mitigation Measures

Table 1-2 provides a summary of mitigation measures proposed in Chapter 3 of the EIS.

**Table 1-2. Summary Mitigation Measures**

Element of Analysis	Summary of Mitigation Measures
<b>Land Use</b>	<p>Development in the analysis area would be subject to the City's existing design review process and would be required to comply with all applicable urban design principles.</p> <p>In addition to design review and the application of design guidelines, development in the MB zone would be required to comply with all applicable development regulations contained in the Shoreline Zoning Code.</p> <p>Location and siting of new uses would consider their placement relative to existing surrounding land uses.</p>
<b>Light and Glare</b>	<p>Development in the analysis area would be subject to the City's existing design review process and would be required to comply with all applicable urban design principles and development regulations contained in the Shoreline Zoning Code.</p> <p>The outdoor venue would be designed to orient light and glare away from sensitive receptors.</p>
<b>Transportation</b>	<p><i>Frontage Improvements</i></p> <p>When a property redevelops and applies for permits, frontage improvements (or in-lieu contributions) and right-of-way dedications if needed are required by the City of Shoreline Municipal Code (SMC 20.70). If right-of-way (or an easement) is needed, it also would be required/dedicated by the development to the City. The City has developed specific cross sections for City streets describing the travel lanes, sidewalk widths, bicycle facilities, and on-street parking. As part of the Aurora Square Planned Action EIS, customized designs were developed for 160th Street, Westminster Way N, N 155th Street, and Aurora Avenue N (see Appendix B). The Aurora Square CRA frontage improvements are described in detail under Section 3.3. Other frontage improvements would follow the City's standard designs (e.g. west and south borders with Dayton, Fremont, and 155th along WSDOT area). The City may determine an allocation of responsibility/cost for required improvements to future redevelopment proposals proportionate to the development size or impact.</p> <p><i>Access Improvements</i></p> <p>Preliminary CRA plans include a new north/south internal street that will form the primary connection between Westminster Way N and N 160th Street. This north/south internal street would add a new intersection at N 160th Street. The redeveloping CRA properties will need to analyze the traffic operations of the new intersection and may be required to construct a signal at the new intersection if signal warrants are met.</p> <p><i>Concurrency</i></p> <p>Future proposals would meet the transportation concurrency requirements and the Level of Service (LOS) thresholds established in SMC 20.60.140 Adequate Streets.</p> <p><i>Impact Fees</i></p> <p>The City of Shoreline adopted Transportation Impact Fees effective January 1, 2015 per Shoreline Municipal Code (SMC) Chapter 12.40. As new development occurs within the CRA, each development would be assessed a per trip fee based on the number of new trips added to the street network.</p> <p><i>Commute Trip Reduction</i></p> <p>The City has adopted a Commute Trips Reduction Program (SMC 14.10) consistent with State Requirements under RCW 70.94.527. Any new employers within the Aurora Square CRA with 100 or more employees arriving between 6:00 AM and 9:00 AM would be required to prepare and submit a Commute Trip Reduction Program to the City. Actions could include provision of priority parking for carpools, transit pass programs, and subsidies or other incentives for non-single-occupant, transit, or non-motorized commuters.</p> <p><i>Internal Pedestrian Access</i></p> <p>Chapter 20.60.150 of the SMC requires new development to provide pedestrian facilities that connect street right-of-way to building entrances, safe access to parking</p>

Element of Analysis	Summary of Mitigation Measures
	<p>areas, and connections connecting commercial developments.</p> <p><i>Other Potential Mitigation Measures</i></p> <p>The Aurora Square CRA would benefit from additional left-turn capacity for northbound traffic on Aurora Avenue N. Potential options include adding a second northbound left-turn lane at the N 155th Street/Aurora Avenue N intersection or by adding a mid-block left-turn lane on northbound Aurora Avenue N.</p> <p>The option of adding a second left-turn lane at N 155th Street/Aurora Avenue N would benefit the Aurora Square CRA property owners and regional traffic flows by increasing intersection capacity and reducing delay.</p>
<b>Stormwater</b>	<p><i>Applicable Regulations and Commitments</i></p> <p>Future development under all alternatives will comply with local, State, and Federal clean water regulations, including the Clean Water Act, the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, and the Shoreline Municipal Code (SMC).</p> <p><i>Stormwater Retrofit</i></p> <p>Redevelopment of the Aurora Square site under any of the alternatives will be subject to requirements in the Stormwater Management Manual for incorporation of best management practices, including replacement of hard surfaces, which will result in a net benefit to the affected stormwater environment.</p> <p><i>Low Impact Development</i></p> <p>The Stormwater Management Manual for Western Washington requires the incorporation of LID improvements to treat runoff from applicable new and replaced impervious surfaces. The precise nature of LID improvements appropriate to the site would be determined during project design.</p> <p><i>Regional Flow Control</i></p> <p>The City of Shoreline is currently evaluating options for regional flow control facilities in the vicinity of the study area. Creating a downstream regional flow control facility to serve the study area, if pursued by the City, would require additional study and analysis to verify feasibility, preparation of regional facility basin plan for review by Ecology, environmental analysis and permitting, and final design and construction.</p>
<b>Sewer and Water</b>	<p><i>Sewer</i></p> <p>Currently, new development is required to pay a general facilities fee of \$2,506/ unit by the Ronald Wastewater District.</p> <p>Shoreline implements Chapter 20.60 SMC, Adequacy of Public Facilities, and requires adequate sewer disposal.</p> <p>The Aurora Square Community Renewal Area Plan promotes the use of an eco-district. This could result in private development taking advantage of heat recovery from wastewater systems.</p> <p>Sewer mains within Aurora Square are privately owned, and any upgrades will require coordination. However, as a practice, the Wastewater District takes control of sewer mains of a certain size. The Ronald Wastewater District would assume control of private sewer mains when the sewer main is larger than 8 inches. The City of Shoreline would assume control of private sewer mains when the sewer main is larger than 6 inches. If updates are made to the private sewer mains within Aurora Square, some of them would be larger than 8".</p> <p><i>Water</i></p> <p>SPU has adopted a water system plan and considered City of Shoreline Zoning as of 2012 to help determine system needs; city zoning indicated a mixed use designation for the subject property (SPU Water System Plan 2013). SPU design standards indicate that fire flow is determined based on the City's Fire Code and considered when issuing Water Availability Certificates. Until such time as the City implements its water utility, SPU will determine availability of services at the time of development (i.e. Certificates of Availability).</p>



Element of Analysis	Summary of Mitigation Measures
	<p>Shoreline implements Chapter 20.60 SMC, Adequacy of Public Facilities, and requires adequate water supply and fire protection. Shoreline also implements Chapter 13.05 SMC, Water and Sewer Systems Code, and applies King County codes and standards. As the City of Shoreline continues in its efforts to create a water utility, there will be updates to City standards as appropriate.</p> <p>The current water system infrastructure and supply are able to meet the additional residential and employment need. The water mains inside the study area are owned privately, and there would need to be coordination if the privately owned water mains need to be extended.</p>
<b>Schools and Parks</b>	<p><i>Parks</i></p> <p>The Planned Action includes a proposed bike path from Aurora Square westward to the Shoreline Community College and nearby Highland Terrace Elementary School, both of which have recreation facilities.</p> <p>In SMC 20.50.240 Site Design, Subsection G, the City requires multifamily open space at a rate of 50 square feet per dwelling unit and a minimum of 800 square feet.</p> <p>The City's commercial site design standards at SMC 20.50.240 Site Design, Subsection F, require public places within commercial portions of development at a rate of four square feet of public place per 20 square feet of net commercial floor area up to a public place maximum of 5,000 square feet.</p> <p>The City of Shoreline does not charge park impact fees. The City of Shoreline could use a fee in lieu approach to redirect a portion of the onsite open space towards a more centrally located public space within or adjacent to the Aurora Square property.</p> <p><i>Schools</i></p> <p>The City of Shoreline does not charge school impact fees. The District is preparing a Capital Facilities Plan, which may be the basis for charging impact fees in the future.</p>

Source: BERK Consulting, 2014

## 1.7 Significant Unavoidable Adverse Impacts

Considering the potential impacts and associated mitigation measures a summary of residual impacts is provided below.

### Land Use

The Action Alternatives would result in a greater intensity of land use, greater employment, the addition of residences in the study area and/or the introduction of new entertainment oriented land uses. Land would be used more intensively for urban uses and currently underutilized land would be converted to active use with the development of buildings with greater height and bulk. Under the action alternatives the overall land use pattern of the study area would change especially with the introduction of multifamily or entertainment oriented uses.

### Light and Glare

The Action Alternatives would result in increased light and glare as a consequence of new buildings, new and larger signs, increased vehicular traffic, and/or the introduction of new entertainment-oriented land uses. Land would be used more intensively for urban oriented uses and currently underutilized land would be converted to active use with an associated increase in light and glare generation normally associated with more intense redevelopment. Under the action alternatives the overall production of light and glare in the study area would change, especially with the introduction of multifamily or entertainment oriented uses.

## Transportation

Implementation of Alternative 2 or Alternative 3 would result in increased traffic in the study area. Forecasts of future traffic operations on the proposed transportation network show that Aurora Square CRA would meet concurrency standards for intersection LOS and roadway volume-to-capacity ratios. The proposed transportation improvements on Westminster Way N, N 155th Street and N 160th Street associated with the two action alternatives would result in temporary impacts during the construction of these facilities.

## Stormwater

Given the extensive development already in the study area and associated adverse impacts to surface waters from existing untreated runoff, it is expected that mitigation measures associated with redevelopment with either of the action alternatives would lead to an overall improvement of stormwater runoff quality from the study area. The No Action Alternative, with its minimal construction activity and no added impervious surface, would have no unavoidable adverse impacts from stormwater runoff. Under all alternatives, onsite flow control or downstream regional flow control facilities would be needed to meet City standards; offsite regional flow control would have cumulative benefits to the CRA study area, Shoreline Community College properties, and other development properties along Aurora Avenue N, which would have the ability to utilize LID practices.

## Sewer and Water

While future development will increase demand for sewer and water services in the study area, the application of mitigation measures in the form of infrastructure improvements are sufficient to assure adequate facilities at the time of development. No significant unavoidable adverse impacts to sewer or water service are anticipated.

## Schools and Parks

Future population and employment growth in the study area will continue to increase demand for parks and school public services on a local level. With application of mitigation measures no significant unavoidable adverse impacts are anticipated.



## 2.0 ALTERNATIVES

This Chapter provides a description of the proposal and alternatives compared and evaluated in this Draft Environmental Impact Statement (Draft EIS).

### 2.1 Introduction

In 2012, the City of Shoreline (City) designated the Aurora Square Community Renewal Area (Aurora Square CRA), and subsequently adopted the Aurora Square Community Area (CRA) Renewal Plan to guide the renewal of the Aurora Square CRA. The Aurora Square CRA is about 70 gross acres in size, and the intent is for it to redevelop as a revitalized shopping center with private mixed use commercial and residential development, entertainment, and gathering spaces.

One of the mechanisms the City proposes to use to spur private development includes a Planned Action Ordinance based on this EIS. A Planned Action provides more detailed environmental analysis during formulation of planning proposals rather than at the project permit review stage. The basic steps in designating a Planned Action are to prepare an EIS, designate the Planned Action area and projects by ordinance, and review permit applications for consistency with the ordinance (see RCW 43.21C.440 and WAC 197-11-164 to 172).

The proposed Planned Action Ordinance will be based on the Aurora Square CRA Renewal Plan, which under SEPA Rules constitutes a phased conceptual master plan that implements current zoning. The City is anticipated to approve a Planned Action Ordinance identifying thresholds of development and mitigation measures. The CRA Planned Action will also consider:

- transportation facilities for transit, pedestrian, and bicycles to support redevelopment;
- identifying opportunities for better pedestrian access to and from the CRA;
- opportunities and incentives for low-impact and eco-district<sup>3</sup> improvements;
- conceptual exploration of regional stormwater facilities and standard requirements;
- providing exceptional signage and way finding for the site (including sign code amendments); and
- creating “windows” to the site that will allow better interaction between pedestrians and businesses.

### 2.2 Background

#### Study Area

The study area is approximately 70 gross acres in size and located at the intersection of N 155th Street and Aurora Ave N. A study area map is provided below in Figure 2-1. The site is bounded by N 160<sup>th</sup> Street to the north, Aurora Avenue N to the east, Westminster Way, Fremont Avenue N and N 155<sup>th</sup> Street to the South, and Dayton Avenue N to the west.

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<sup>3</sup> The CRA describes the eco-district as follows: “Exceptional environmental wins are achieved when clusters of buildings work together to achieve sustainability in a ‘eco-district.’ The Aurora Square CRA provides sufficient size to experience economies of scale with cost-effective facilities and infrastructure, whether they be treating storm or waste water, providing clean power, or achieving other environmental goals.

Figure 2-1. Study Area: Aurora Square Community Renewal Area



Source: City of Shoreline 2013

## Current Conditions

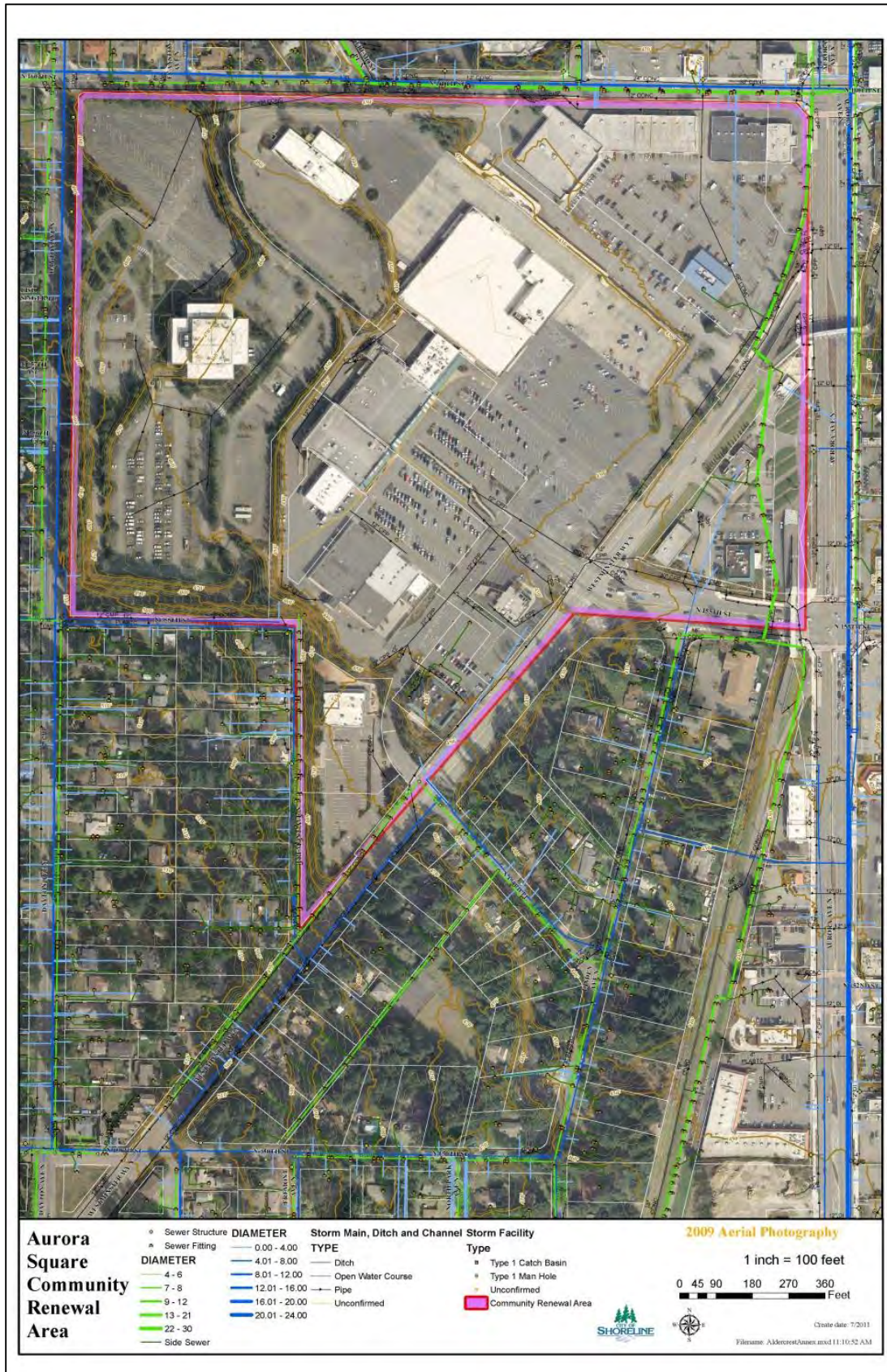
Most of the study area is in commercial use with a shopping center and surface parking. The western portion of the site contains offices of the Washington State Department of Transportation (WSDOT). There are 16 parcels owned by a number of persons and corporations. See Figure 2-2 and Figure 2-3.

Surrounding uses include multifamily to the north, commercial to the north and east, and single family residential to the south and west.

The property is designated Mixed Use 1 in the Comprehensive Plan, and zoned Mixed Business (MB). The MB zone is intended “to encourage the development of vertical and/or horizontal mixed-use buildings or developments along the Aurora Avenue and Ballinger Way corridors” (SMC 20.40.040.C).



Figure 2-2. Study Area: Current Development and Topography



Source: City of Shoreline 2013



Figure 2-3. Current Site Photos: Commercial Areas Facing West (upper) and South (lower)



Source: BERK Consulting 2014

## 2.3 Public Comment Opportunities

The City provided comment opportunities with a Determination of Significance and Scoping Notice issued August 14, 2014, for a 21-day comment period that closed on September 4, 2014 (see Appendix A). The Draft EIS is being issued with a 30-day comment period during which time written comments are being requested (see Fact Sheet). Following the Draft EIS issuance, the Final EIS will respond to public comments.

Public meetings and hearings on the Planned Action Ordinance and other code amendments (e.g. signs) will receive legislative review by the Planning Commission and City Council. Project related meetings and

comment periods are advertised at the project webpage:

<http://www.cityofshoreline.com/business/aurora-square-community-renewal-area>.

## 2.4 Proposal Objectives

SEPA requires a statement of proposal objectives to guide the formulation of alternatives and their evaluation. The Aurora Square Planned Action objectives are consistent with the Aurora Square CRA Vision:

*Imagine an open, green plaza in the center of Shoreline, filled with sunbathing and studying students, young families watching their children run and play, an elderly couple enjoying a Central Market picnic, dogs wagging their tails, actors practicing their lines, and the sound of college-age buskers singing with an occasional clink as coins fall into a hat.*

*This is the backdrop to the busy comings and goings of shoppers and lunching workers who relish the time of their day that allows them to visit the renewed Aurora Square shopping center. It is a “one-stop” convenient shopping solution that provides dining, nightlife, and healthy-lifestyle options. It is a community gathering place, where a leg stretching walking easily turns into a serendipitous rendezvous with friends.*

*It is an environmentally sensitive district within walking distance of Metro’s Rapid- Ride bus service and the Interurban Trail: the intersection of life, study, entertainment, sustainability and retail.*

The vision is illustrated in the conceptual diagram in Figure 2-4, showing where added retail, office, residential, and entertainment development could occur. There are a variety of ways the current Comprehensive Plan and Zoning could be implemented to achieve an urban, mixed use, entertainment district character.

**Figure 2-4.Example Aurora Square Development Concept**



Source: City of Shoreline 2013

The vision is to be implemented by public and private investments. Some of the City investments proposed in the CRA Plan include the following – comments about how each strategy is addressed in the Planned Action EIS follows each bullet:

## AURORA SQUARE PLANNED ACTION EIS ALTERNATIVES

1. Analyze and account for environmental impacts of major redevelopment through a Planned Action or similar legislation which would allow future investors to eliminate the need for project-specific environmental review.

*This action item is addressed through the preparation of this EIS.*

2. Conduct a traffic analysis to determine how best to improve circulation on site.

*This action item is addressed through the preparation of this EIS.*

3. Establish a special overlay district that allows for special rules to encourage the creation of an entertainment district.

*The likely code amendments would address onsite and offsite changeable message signs advertising businesses at the center, and noise allowances for concerts and other special events.*

4. Explore how to encourage eco-district and low-impact development practices that can be cost-effectively implemented in the Aurora Square CRA.

*The EIS reviews conceptual stormwater management approaches including a regional facilities and onsite standards. The City would encourage heat exchange from in-building sewer and water infrastructure in private development; a cost effective scale of development would be allowed through redevelopment under the present zoning code.*

5. Re-brand Aurora Square and construct iconic signage for Aurora Square and Shoreline Community College.

*The EIS reviews potential amendments to the Shoreline sign regulations to achieve this strategy.*

6. Create developer agreements for public-private partnership projects in order to establish and promote the City's available resources.

*This is a strategy that would be implemented over time with willing landowners. The City would follow the requirements for such agreements in its municipal code and state law which generally require development agreements to be consistent with City plans and development regulations.*

7. Negotiate a contract for the construction of a world-class sound stage that brings jobs, offers employment opportunities, and generates positive activity.

*This strategy supports the entertainment district and is a future capital investment addressed conceptually through the land uses studied in this EIS.*

8. Place applicable Renewal Projects into the City's Capital Improvement Budget, Traffic Mitigation Plan, Budget, and Comprehensive Plan, and seek grants for infrastructure improvements in and around the CRA, especially for the improvement of N 160th Street.

*The EIS analyzes potential transportation and stormwater improvements and mitigation measures that could be formulated into capital projects as part of the City's Comprehensive Plan and Budget.*

Some activities would be invested in and incentivized by the City and implemented together with willing land owners and partners such as Shoreline Community College. These public and private activities include: adaptive reuse of buildings and redevelopment with commercial/residential uses, transportation improvements, eco-district and low impact development, and educational and entertainment venues.

## 2.5 Alternatives Description

### Overview

Three alternatives are under review in this Draft EIS:

- **No Action**, a SEPA Required Alternative. This alternative assumes Aurora Square continues with a similar commercial retail and office character and the same square footage of buildings and parking as presently located on site.
- **Phased Growth**, assuming a moderate level of development, which introduces 500 dwelling units and adds up to 250,000 square feet of retail and office space beyond present development space.
- **Planned Growth**, a maximum level of growth studied, adding 1,000 dwelling units and 500,000 square feet of retail and office space beyond present development space.

Each alternative is addressed below.

### Alternative 1: No Action

Under Alternative 1, the No Action Alternative, the property would continue with retail and office uses. Mixed residential and commercial uses, though allowed by the Shoreline Municipal Code, would not occur. Present suburban style development with low floor area ratios (FARs)<sup>4</sup> would continue. Businesses may change within the buildings but would continue to focus on retail and office uses similar to the current mix. See Table 2-1 for a summary of the current building space and lot area at Aurora Square.

With Alternative 1 No Action, a Planned Action Ordinance would not be adopted, and sign code and noise regulation amendments would not be made. The No Action Alternative is consistent with the transportation projects identified in the City's *2014-2019 Transportation Improvement Plan* and *Transportation Master Plan*, but only assumes completion of improvements funded by the *2015-2020 Capital Improvement Plan*. The No Action Alternative includes the restriping N 160th Street from four to three lanes between Aurora Avenue N and Greenwood Avenue N in 2015.

Stormwater improvements would follow the City's design standards. Offsite regional facilities would not be provided.

**Table 2-1. Current Aurora Square Development and Lot Area**

Summary Use	Building Square Feet	Lot Area Square Feet	Floor Area Ratio
Office / Educational Space	143,386	777,484	0.18
Retail Space	439,339	1,605,541	0.27
Total	582,725	2,383,025	0.24

Source: King County Assessor 2014; BERK Consulting 2014

The No Action Alternative is a benchmark from which the other action alternatives can be compared.

### Alternative 2: Phased Growth

Under Alternative 2, residential development would be introduced at up to 500 dwelling units. Also, approximately 250,000 square feet of commercial retail or office development would be added to the site. Together the added space would result in a mixed use environment and increased shopping and professional space. The FAR would increase to 0.6, more than doubling the intensity on the site. To

<sup>4</sup> The gross floor area of all buildings or structures on a lot divided by the total lot area. (SMC 20.20.020)



achieve this, more parking would be structured and the expanse of surface parking would be reduced in favor of building space.

To incentivize this additional growth at Aurora Square a Planned Action Ordinance would be adopted which would mean additional SEPA review would not be required, and mitigation measures would be known in advance of the development application.

Sign code amendments would be made which could increase the area and height of signs to increase visibility and create a new brand for the center to help achieve the CRA strategy of: “Re-brand Aurora Square and construct iconic signage for Aurora Square and Shoreline Community College.”

Noise regulations would be amended to allow for concerts or events after 10:30 pm.

Proposed sign code amendments would reinforce Aurora Square as a destination retail and entertainment center and would:

- Allow signage offsite such as in or adjacent to the SR 99 right of way subject to City standards and applicable state requirements
- Allow changeable message signs including animation (e.g. University Village or Everett Mall examples) to advertise businesses and to attract movie goers
- Increase signage area, e.g. allowable area for freestanding and building signs would be increased
- Allow sign structures to be no higher than the height of buildings allowed by the zoning code
- Allow neon lighting
- Apply design guidelines for signs to reinforce the entertainment district as well as the City’s desired street character for Aurora Avenue N

Street improvements would be made to support multiple modes, improved access, and urban street characters that support a mixed use environment. Stormwater would be provided either onsite or preferably in a regional facility. Amendments to Shoreline’s Capital Facility Element and Capital Improvement Program to fold in transportation and stormwater improvements would also be considered.

This alternative is considered “phased” since it would not fully realize the development potential of the site, but would create a catalytic mixed use redevelopment that sets the stage for full transformation in Alternative 3. Alternative 2 allows the City to test potential redevelopment impacts and mitigation needs (e.g. transportation and stormwater) at a moderate level of growth.

### **Alternative 3: Planned Growth**

Alternative 3 would be similar to Alternative 2 except that 1,000 dwelling units and 500,000 square feet of commercial retail and office space would be added. This level of additional growth would increase the FAR to be more urban in character at 0.9.

As with Alternative 2, a Planned Action Ordinance and sign code and noise regulation amendments would be adopted as part of Alternative 3 to help stimulate growth. Further, multimodal transportation improvements and the option to consider onsite or offsite regional stormwater would be made as per Alternative 2.

### **Comparison of Alternative Growth Levels**

Adding the proposed commercial space to the present space and assuming 800-1,000 square feet per dwelling unit on average, the range of total building space and FAR is presented in Table 2-2.

**Table 2-2. Comparison of Alternative Building Space and Floor Area Ratio**

Alternative	Projected Building Square Feet	Lot Area Square Feet	FAR
Alternative 1	582,725	2,383,025	0.2
Alternative 2	1,332,725	2,383,025	0.6
Alternative 3	2,082,725	2,383,025	0.9

Source: King County Assessor 2014; BERK Consulting 2014

## Transportation Improvements

Each alternative includes improvements to sidewalks and pedestrian facilities that will promote use of non-motorized travel and provide better connections to transit.

The No Action Alternative is consistent with the transportation projects identified in the City's *2014-2019 Transportation Improvement Plan* and *Transportation Master Plan*, but only assumes completion of improvements funded by the *2015-2020 Capital Improvement Plan*. The No Action Alternative includes the restriping N 160th Street from four to three lanes between Aurora Avenue N and Greenwood Avenue N in 2015.

Transportation improvements are needed to serve the Aurora Square study area and to encourage the economic renewal of the Aurora Square CRA. Alternatives 2 and 3 include additional improvements to Westminster Way N and the N 155th Street/Westminster Way N intersection. Based on the mix of land uses in the study area and the area's 2030 traffic volumes, preliminary designs were developed for each corridor showing proposed changes to lane channelization and the location of sidewalks and bicycle facilities. The improvements are the same for Alternatives 2 and 3. The specific projects include:

- **N 160th Street between Dayton Avenue N and Aurora Avenue N.** The planned improvements include three travel lanes, sidewalks, and a two-way cycle track facility on the south side of the street.
- **Westminster Way N between N 155th Street and Aurora Avenue N.** The planned improvements would reconfigure this segment of Westminster Way N to a 2-lane roadway with sidewalks and on-street parking for adjacent land uses. The south segment of Westminster Way N would be parallel parking and the north segment would be angled parking.
- **Westminster Way N between Fremont Avenue N and N 155th Street.** This segment of Westminster Way N would remain a 4-5 lane facility. Frontage improvements would include improved sidewalks and revised intersection and roadway channelization.
- **N 155th Street between Westminster Way N and Aurora Avenue N.** Frontage improvements would include improved sidewalks and revised intersection and roadway channelization.
- **Aurora Avenue N between N 160<sup>th</sup> Street and Westminster Way N.** Add a two-way bicycle facility behind the existing sidewalk along Aurora Avenue N to connect the Interurban Trail to the planned cycle track on N 160<sup>th</sup> Street.
- **Improvements to Aurora Square study area access.** This would include:
  - Close the southbound Aurora Avenue N right-turn "slip lane" to Westminster Way N and construct a new roadway connection at N 156th Street/Aurora Avenue N that would connect Westminster Way N and Aurora Avenue N. This access would be limited to southbound right turns inbound and eastbound right turns outbound.

- Construct a new intersection along N 160th Street to provide access to the CRA. Preliminary CRA plans include a new north/south internal street that will form the primary connection between Westminster Way N and N 160<sup>th</sup> Street. The design of this north/south internal street would determine the location of the new intersection and its relationship to the intersections at Fremont Avenue N and Linden Avenue N. The redeveloping CRA properties may be required to construct a signal at the new intersection if signal warrants are met per the Manual for Uniform Traffic Control Devices.

Preliminary transportation improvement concepts have been preliminarily developed and are included in Appendix B.

## Regional Stormwater

Each development proposal will be required by City of Shoreline code to comply with the current version of the Department of Ecology's Stormwater Management Manual for Western Washington. The current version of this manual was published in 2012 and includes requirements to incorporate LID techniques, facilities to treat runoff from pollution-generating impervious surfaces, and flow control facilities.

Of these three stormwater management components, it is anticipated that flow control will be the most costly to implement, because current standards require retrofitting both new and replaced impervious surfaces on development sites so that rates of runoff mimic those of a pre-development, forested condition. In areas such as the study area that, due to underlying soil conditions, are not expected to have significant capacity to infiltrate stormwater, this level of flow control is typically accomplished using detention facilities such as open ponds or underground tanks or vaults. With the high intensity of land use that would accompany either of the two action alternatives, underground concrete vaults would be the most likely method used for flow control.

With flow control being a significant cost that could have the effect of discouraging the type of redevelopment described in the action alternatives, the City has begun to explore regional flow control options that could be achieved at a lower cost while providing an equivalent or greater flow control benefit. Two regional flow control options are currently being explored, both of which are located on Shoreline Community College (SCC) property in the vicinity of the College's Greenwood parking lot and the City's M1 Dam regional detention facility (see Section 3.4 for locations and analysis). See also Appendix C for a Stormwater Concept Report.

## Future Alternatives

Following the Draft EIS publication and review of comments, the City may define a preferred alternative in the range of the Draft EIS analysis, or continue to advance the range of alternatives from the Draft EIS. The preferred alternative may combine elements of one or more alternatives or identify a particular amount or mix of growth.

## 2.6 Planned Action Ordinance

A planned action provides more detailed environmental analysis during the early formulation stages of planning proposals rather than at the project permit review stage. Future development proposals consistent with the planned action ordinance do not have to undergo an environmental threshold determination, and are not subject to SEPA appeals when consistent with the planned action ordinance including specified mitigation measures. Planned actions still need to meet the City's development regulations and to obtain necessary permits.

According to the SEPA law and rules, a planned action is defined as a project that has the following characteristics:

1. *Is designated a planned action by ordinance or resolution adopted by a GMA county/city;*

2. *Has had significant environmental impacts addressed in an EIS, though some analysis can be deferred at the project level pursuant to certain criteria specified in the law;*
3. *Has been prepared in conjunction with a comprehensive plan, subarea plan, a fully contained community, a master planned resort, master planned development, a phased project, or in conjunction with subsequent / implementing projects;*
4. *Is located within an urban growth area;*
5. *Is not an essential public facility, as defined in RCW 12.36.70A.200, unless an essential public facility is accessory to or part of a residential, office, school, commercial, recreational, service, or industrial development that is designated a planned action; and*
6. *Is consistent with a comprehensive plan or subarea plan adopted under GMA.*

The jurisdiction must include a definition of the types of development included, but has options to limit the boundaries and to establish a time period during which the planned action will be effective.

Review of a planned action is intended to be simpler and more focused than for other projects. If the PAO is adopted, the City would follow the applicable procedures contained in the ordinance to determine if the proposed project impacts are consistent with the EIS. When a permit application and environmental checklist are submitted for a project that is being proposed as a planned action project, the City must first verify the following:

- The project meets the description of any project(s) designated as a planned action by ordinance or resolution.
- The probable significant adverse environmental impacts were adequately addressed in the EIS.
- The project includes any conditions or mitigation measures outlined in the ordinance or resolution.

If the project meets the above requirements, the project qualifies as a planned action project and a SEPA threshold determination is not required. However, City actions (i.e., the permit process) are still applicable.

Appendix D contains a draft of the PAO applicable to Alternatives 2 and 3 including the information on the draft process and the parameters used to determine consistency with EIS assumptions.

## 2.7 Municipal Code Amendments

### Sign Code

Shoreline proposes to amend its sign code to attract residents and visitors to the mixed use entertainment district. Table 2-3 and Table 2-4 below shows the existing and proposed sign changes. A property may use a combination of the types of signs listed below.

A concept for a changeable message sign is also provided in Figure 2-5.

**Table 2-3. Current and Proposed Sign Code Criteria for Aurora Square CRA**

	<b>Current Code (MB Zone)</b>	<b>Proposed Code (Aurora Square CRA)</b>
<b>Monument Signs</b>		
Maximum Area per Sign Face	100 square feet	100 square feet
Maximum Height	12 feet	12 feet
Maximum Number Permitted	<ul style="list-style-type: none"> <li>▪ 1 per street frontage - or -</li> <li>▪ Two per street frontage if the frontage is greater than 250 feet. and each sign is minimally 150 feet. apart from other signs on same property.</li> </ul>	Monument signs are for way-finding only. No individual business or tenant to be allowed on monument signage except as placement on tenant panels within the way-finding system.
Illumination	Permitted	Permitted
<b>Building Mounted Signs</b>		
Maximum Sign Area	<ul style="list-style-type: none"> <li>▪ 50 square feet (Each tenant)</li> <li>▪ 10 square feet (Building Directory)</li> <li>▪ 25 square feet (Building Name Sign)</li> </ul>	15% of building fascia with a maximum of 500 square feet
Maximum Height	Not to extend above the building parapet, soffit, or eave line of the roof. If perpendicular to building then 9-foot clearance above walkway.	Not to project above the roof line
Number Permitted	1 per business per facade facing street frontage or parking lot.	Allowed Sign Area may be broken down into multiple signs, provided the aggregate area remains equal or less than 15%.
Illumination	Permitted	Permitted
<b>Under-Awning Signs</b>		
Maximum Sign Area	12 square feet	12 square feet
Maximum Clearance from Grade	9 feet	9 feet
Maximum Height (feet)	Not to extend above or beyond awning, canopy, or other overhanging feature of a building under which the sign is suspended	Not to extend above or beyond awning, canopy, or other overhanging feature of a building under which the sign is suspended
Number Permitted	1 per business per facade facing street frontage or parking lot.	1 per business entrance or frontage
Illumination	Permitted	Permitted
<b>Driveway Entrance/Exit</b>		
Maximum Sign Area	8 square feet	Not Applicable to Aurora Square CRA.
Maximum Height	48 inches	
Number Permitted	1 per driveway	
Illumination	Permitted	

Source: SMC 20.50.540(G); City of Shoreline, 2014



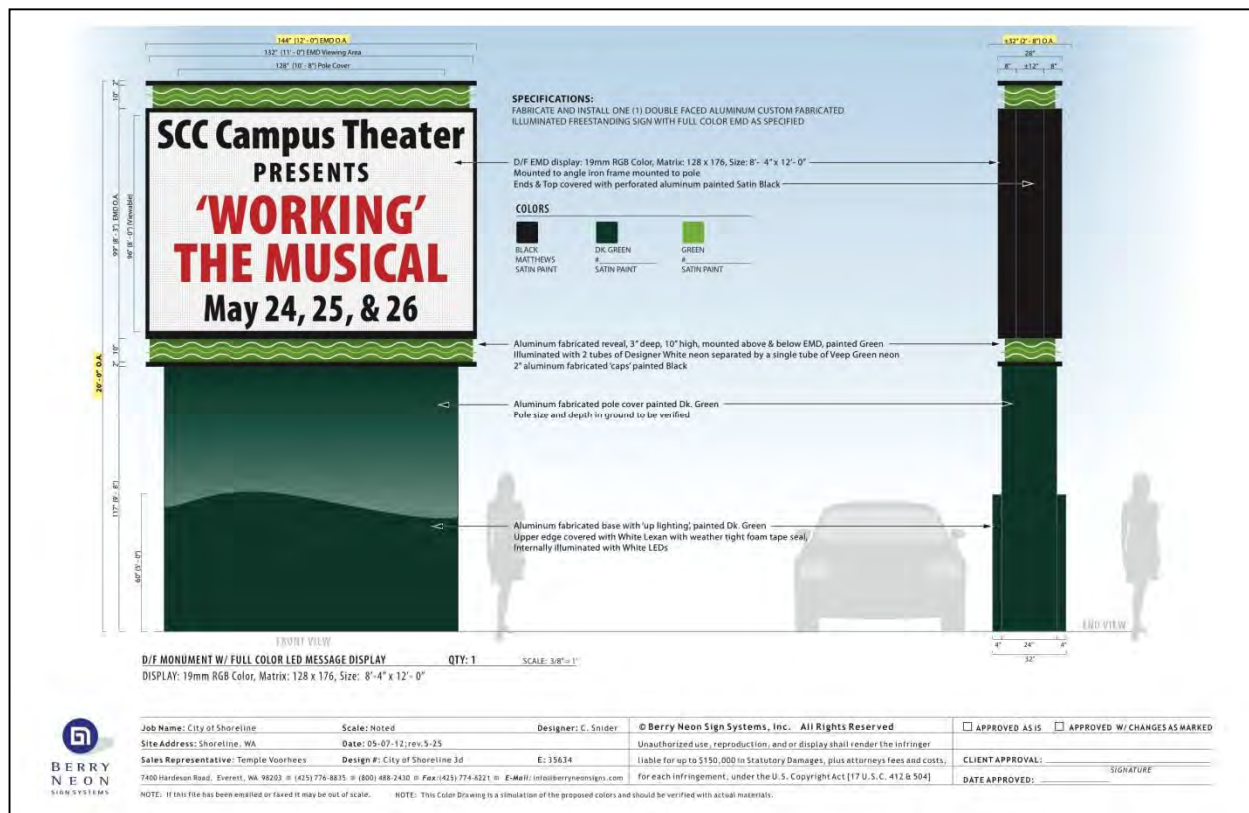
**Table 2-4. Additional Sign Code Criteria for Aurora Square Overlay**

<b>Additional Sign Criteria for Aurora Square Overlay</b>	
<b>Projecting Signs</b>	
Maximum Sign Area	10% of a tenant's allotted wall sign area may be utilized for one or more projecting signs.
Maximum Height	Not to exceed the highest point of the building to which it is attached.
Number Permitted	One (1) projecting sign per tenant, per fascia.
Illumination	Required
<b>Pylon Signs</b>	
Maximum Sign Area	300 square feet
Maximum Height	25 feet
Number Permitted	Aurora Square CRA is permitted up to three (3) pylon signs.
Illumination	Required
<b>Miscellaneous</b>	
Neon and LED	Visible neon tubing is permitted as a sign element within the Aurora Square CRA Overlay District. Visible neon or LED outline lighting is also permitted.
Electronic Messaging	Electronic Messaging signage is allowed only on Pylon Signs.
Definition of On-site Signage	The Aurora Square Overlay District is comprised of the entire area -- including right-of-way--that was designated as the Aurora Square Community Renewal Area. For establishments located within the Aurora Square Overlay District, any signage located within the Aurora Square Overlay District is considered "on-site."
Movie and Event Advertising	Temporary banners of any size are permitted for advertising movies or events within the Aurora Square Overlay District.

Source: City of Shoreline, 2014

The proposed amendments to the sign code would be specific to the Aurora Square CRA and function as an overlay. There would be larger sizes allowed of building mounted signs, additional projecting and pylon sigs, and electronic messaging and other forms of illumination allowed consistent with an entertainment district atmosphere.

Figure 2-5. Example Conceptual Changeable Message Sign



Source: Berry Neon 2014

## Noise Standards – Entertainment District Overlay

Under Alternatives 2 and 3, the City would amend its noise regulations in SMC Chapter 9.05 to allow concerts and other entertainment to occur after 10:30 pm, extending to 11 pm Sunday through Thursday and midnight on Friday and Saturday.

## 2.8 Benefits and Disadvantages of Delaying Proposed Action

As described in the Community Renewal Plan, the Aurora Square is considered economically blighted.

*“On September 4, 2012, the Shoreline City Council designated Aurora Square as a Community Renewal Area after finding that it qualified as economically blighted according to most of the qualifying conditions defined in RCW 35.81: old, obsolete buildings, defective or inadequate street layout, faulty lot layout, excessive land coverage, diversity of ownership, and connectivity problems.”*

Delay of the proposed action would continue present built environment conditions, delay transition to a mixed use character, delay multimodal transportation and circulation improvements onsite and offsite, and delay improvement to stormwater quality through redevelopment. Delay of the proposed action would mean less potential for light and glare emanating from new signage and more intensive buildings. Special events and concerts would not occur and the present noise standards would not change.

## 3.0 AFFECTED ENVIRONMENT, SIGNIFICANT IMPACTS, AND MITIGATION MEASURES

### 3.1 Land Use

This section addresses current and proposed land uses within the Aurora Square study area.

#### Affected Environment

##### Current Land Uses – Aurora Square CRA

This section describes the existing land use patterns and zoning within the Aurora Square. Uses include an array of commercial, retail, and mixed uses. The CRA is comprised of 16 parcels and occupies a 70-acre site across a sloping topography, including parcels and abutting rights of way. The map in Figure 3-1 shows the present use of tax parcels; land use component areas and year built are illustrated in Figure 3-2.

Table 3-1 gives the acreage breakdown by present use for the CRA study area.

**Table 3-1. Percent Present Use within Aurora Square CRA**

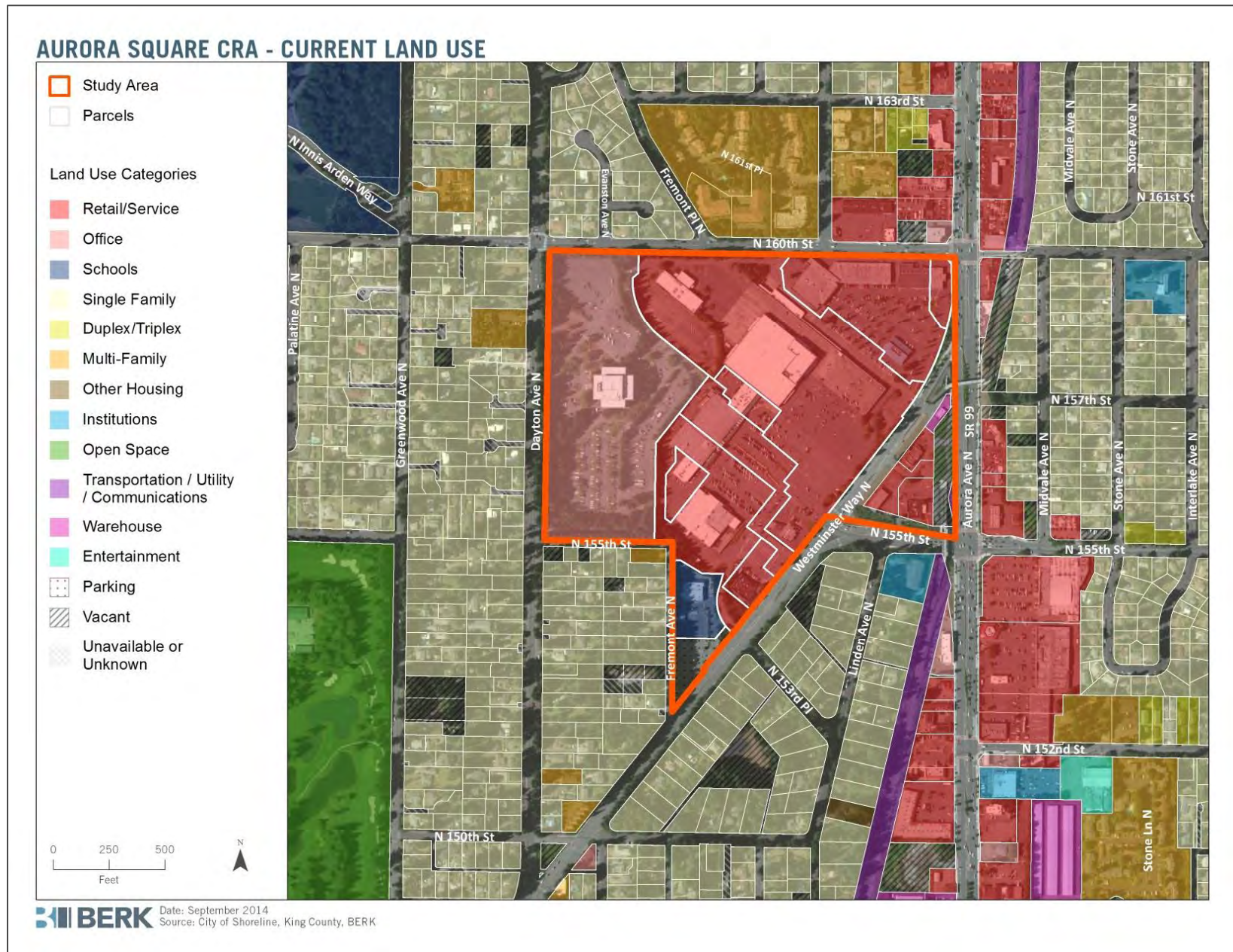
Present Use Categories	Acres	Percent
<b>Commercial/Mixed-Use</b>	<b>52.4</b>	<b>74.8%</b>
Shopping Center (Major Retail)	17.2	32.9%
Office Building	15.2	29.0%
Retail Store	7.7	14.7%
Shopping Center (Neighborhood)	5.7	10.9%
Grocery Store	2.9	5.6%
Restaurant/Lounge	1.6	3.0%
Parking (Assoc)	1.0	1.9%
Retail (Line/Strip)	0.6	1.2%
Restaurant (Fast Food)	0.4	0.7%
<b>Major Institution And Public Facilities/Utilities</b>	<b>1.6</b>	<b>2.3%</b>
School (Private)	1.5	93.1%
Utility, Public	0.1	6.9%
<b>Vacant</b>	<b>1.0</b>	<b>1.4%</b>
Vacant (Commercial)	1.0	100.0%
<b>Industrial</b>	<b>0.2</b>	<b>0.2%</b>
Warehouse	0.2	100.0%
<b>Right-of-Way</b>	<b>14.8</b>	<b>21.1%</b>
Right-of-Way	14.8	100.0%
<b>Total</b>	<b>70.0</b>	<b>100.0%</b>

Source: King County Assessor 2014; BERK Consulting 2014

The current CRA site is a commercial, retail, and office space developed in phases between 1967 and 1988. Topographically the site descends over 80 feet in elevation from over 500 feet at its western and southwest edges to less than 420 feet at its eastern and northeastern ends. Both the separate and periodic approach to development over time as well the site topography have informed the current array of component land use areas that function relatively independent of one another as shown in Figure 3-2.



Figure 3-1. Study Area Current Land Use



Source: City of Shoreline 2014; King County 2014; BERK Consulting 2014



Figure 3-2. Land Use Component Areas



Source: City of Shoreline 2014; King County 2014; BERK Consulting 2014



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Office and retail uses are the predominant land use types on the site with approximately 95% of the property devoted to these types of land use. The main commercial and retail area is bordered by the WSDOT office site to the west, N 160<sup>th</sup> Street to the north, Aurora Avenue N to the east and Westminster Way N to the south. Within this area, there are three distinct retail nodes: Sears, Central Market retail area, and the Marshalls retail area.

The largest retail area is the Sears department store built in 1967 which diagonally extends almost fully across the CRA site. The Sears building is about 311,600 square feet in area and is between one and three stories tall. There is surface as well as roof top parking. The size and length of the Sears building acts as a physical barrier between the Marshalls retail area to the northeast and the Central Market retail area to the southwest.

The Central Market retail area is to the southwest of Sears, west of Westminster Way N and east of the WSDOT office building. This portion of the CRA contains approximately 83,000 square feet of one story commercial and retail space including Central Market Shoreline grocery, Bank of America, Tropical Tan, French Nail Salon, Sport Cigars, Super China Buffet, US Bank, and a Salvation Army retail location. This retail area was developed in 1980 and includes surface area parking.

The Marshalls retail area is comprised of three one story buildings totaling about 30,000 square feet in space. These buildings were built between 1986 and 1987. Retailers include Marshalls, Pier 1 Imports, Subway, Value Pet Clinic, Shake and Go, Yoon's Yoga Bliss, CKO Kickboxing, Value Pet Clinic, Aaron Brothers Art and Frame, and Hopelink Foodbank. This area of the CRA also contains surface parking dotted with deciduous trees.

The WSDOT office building is located on a lot west of the Central Market retail area and is bordered by N 155<sup>th</sup> Street to the south, Dayton Avenue N to the west and N 160<sup>th</sup> Street to the north. The WSDOT lot is physically separated from the adjacent retail area by a steep slope that extends nearly the length of the CRA property from north to south. The six story building contains about 134,030 square feet and sits within a surface parking lot which contains strips of deciduous and evergreen trees. Currently, WSDOT is constructing a 16,200 square feet building located immediately north and adjacent to the existing WSDOT building. The new building will house its new Traffic Management Center.

The private Northwest School for Hearing-Impaired Children is situated on the southern extent of the CRA site and is bordered by Fremont Avenue N to the west, Westminster Way N to the south and east, and by the Central Market retail area to the north. Including a garage structure, the site contains 9,400 square feet of building space and was developed in 1983. The school itself is sited on a small plateau above the adjacent retail areas.

A triangular area in the southeast corner of the CRA is flanked by Westminster Way N to the west, N 155<sup>th</sup> St to the south, and Aurora Ave N to the east. This area was developed between 1977 and 1988 and is comprised of four buildings totaling approximately 15,000 square feet. All of the buildings are currently vacant. Previous uses included Denny's restaurant, a Dairy Queen, Sherwin Williams, and a Pizza Hut. This triangular site also serves as a connecting node for the Interurban Trail via pedestrian/bike bridges passing over N 155<sup>th</sup> Street to the south and Aurora Avenue N to the east. There is surface parking on the site. Transmission wires overhead, parking, as well as the Interurban Trail are located in the Seattle City Light right-of-way immediately to the east.

Collectively, the current development on the CRA site contains a total of 582,725 square feet of building space and reflects an overall suburban style development with a low floor area ration (FAR)<sup>5</sup> of 0.24 as shown in Table 3-2 and illustrated in Figure 3-3 .

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<sup>5</sup> The gross floor area of all buildings or structures on a lot divided by the total lot area (SMC 20.20.020)

**Table 3-2. Current Aurora Square Development and Lot Area**

<b>Summary Use</b>	<b>Building Square Feet</b>	<b>Lot Area Square Feet</b>	<b>Floor Area Ratio</b>
Office / Educational Space	143,386	777,484	0.18
Retail Space	439,339	1,605,541	0.27
Total	582,725	2,383,025	0.24

Source: King County Assessor 2014; BERK Consulting 2014

Surrounding land uses and patterns also vary by location as shown in Figure 3-1. Single family residential uses are mainly concentrated around the study area from the intersection of Fremont Place N and N 160<sup>th</sup> Street to the north and then wrapping to the west and south toward the intersection of Westminster Way N and N 155<sup>th</sup> Street. A cluster of multi-family residential buildings are located north of the site and east of the intersection of Fremont Place N and N 160<sup>th</sup> Street. Two individual, smaller multi-family developments are located respectively to the west and south of the CRA. On N 160<sup>th</sup> Street between Linden Avenue N and Aurora Avenue N there are commercial uses including restaurants, and convenience and service retail.

East of the property along Aurora Avenue N a mix of commercial and retail uses extends between the intersections of N 155<sup>th</sup> Street and N 160<sup>th</sup> Street and includes a grocery store retail complex, gas stations, used car dealerships, restaurants and a variety of small businesses. Additionally, the right-of-way that contains large utility poles, heavy transmission wires, and portions of the Interurban Trail at its southeastern edge continues north and south from the corner of N 155<sup>th</sup> Street and Aurora Avenue N. A church is located across from the CRA site on the southeast corner of N 155<sup>th</sup> Street and Linden Avenue N.

There are three additional notable land uses within a quarter mile of the CRA site. Highland Terrace Elementary School is located northwest of the site at the intersection of N 160<sup>th</sup> Street and 1<sup>st</sup> Avenue NW. Shoreline Community College is also located northwest of the CRA site and occupies a large area north of the intersection of N 160<sup>th</sup> Street and Greenwood Avenue N. The Seattle Golf and Country Club is located southwest of the CRA site.

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**Figure 3-3. Site Photos**

<p>View of Central Market , Near Westminster Way N Entrance</p> 	<p>View of Sears, Near N 160<sup>th</sup> St Entrance</p> 	<p>WSDOT Office Building, North of N 155<sup>th</sup> St</p> 
<p>Northwest School for Hearing-Impaired Children, North of Westminster Way N</p> 	<p>View of Strip Mall on Site near Marshalls, Southwest Corner of N 160<sup>th</sup> St and Aurora Ave N</p> 	<p>View of Denny's Restaurant, N 155<sup>th</sup> St and Aurora Avenue N</p> 

Source: BERK Consulting 2014; Google Earth 2014

## Planned Land Uses

The Shoreline Comprehensive Plan generally directs future land use over the long term. The Comprehensive Plan land use map designates the majority of the CRA property as Mixed-Use 1 (MU1) with a small portion of the property designated as Public Facilities (PF) reflecting the utility right of way north of N 155<sup>th</sup> Street and adjacent to Aurora Avenue N. The map in Figure 3-4 shows the current Comprehensive Plan land use designations both within and around the study area.

The City's Comprehensive Plan's Land Use Element defines the MU1 designation as one that "encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses, along with form-based maximum density residential uses. Transition to adjacent single-family neighborhoods may be accomplished through appropriate design solutions. Limited manufacturing uses may be permitted under certain conditions." The Plan states that the Public Facilities land use designation "applies to a number of current or proposed facilities within the community. If the use becomes discontinued, underlying zoning shall remain unless adjusted by a formal amendment." The MU1 and PF designations respectively represent 98% and 2% of the CRA study area excluding street right of ways.

Under Countywide Planning Policies (2012), the City is to provide capacity for 5,000 dwelling units and 5,000 jobs and its zoned capacity is more than sufficient to provide for the growth. The City's assumptions for the spread of the 5,000 dwellings and 5,000 jobs assumed about 373 dwelling units and 2,078 jobs at Aurora Square.

## Zoning

The City of Shoreline's zoning reflects the planned and allowed uses with the study area and implements the City's Comprehensive Plan. Figure 3-5 maps the current zoning within the study area as well the surrounding area. Similar to the Comprehensive Plan designations, the study area contains two zoning designations: Mixed Business (MB) and Parks. Excluding street rights-of-way the MB designation covers approximately 98% of the study area while the remaining 2% is dedicated for park use (the Interurban Trail). The purpose of MB zoning is "to encourage the development of vertical and/or horizontal mixed-use buildings or developments along the Aurora Avenue and Ballinger Way corridors" (SMC 20.40.040).

The MB zoning designation for the study area matches and complements the Comprehensive Plan. The MB designation allows for a variety of land uses including apartments, hotel/motels, commercial, retail, office, movie theaters, and performing arts theaters. Outdoor performance centers are also allowed under the MB designation via a special use permit.

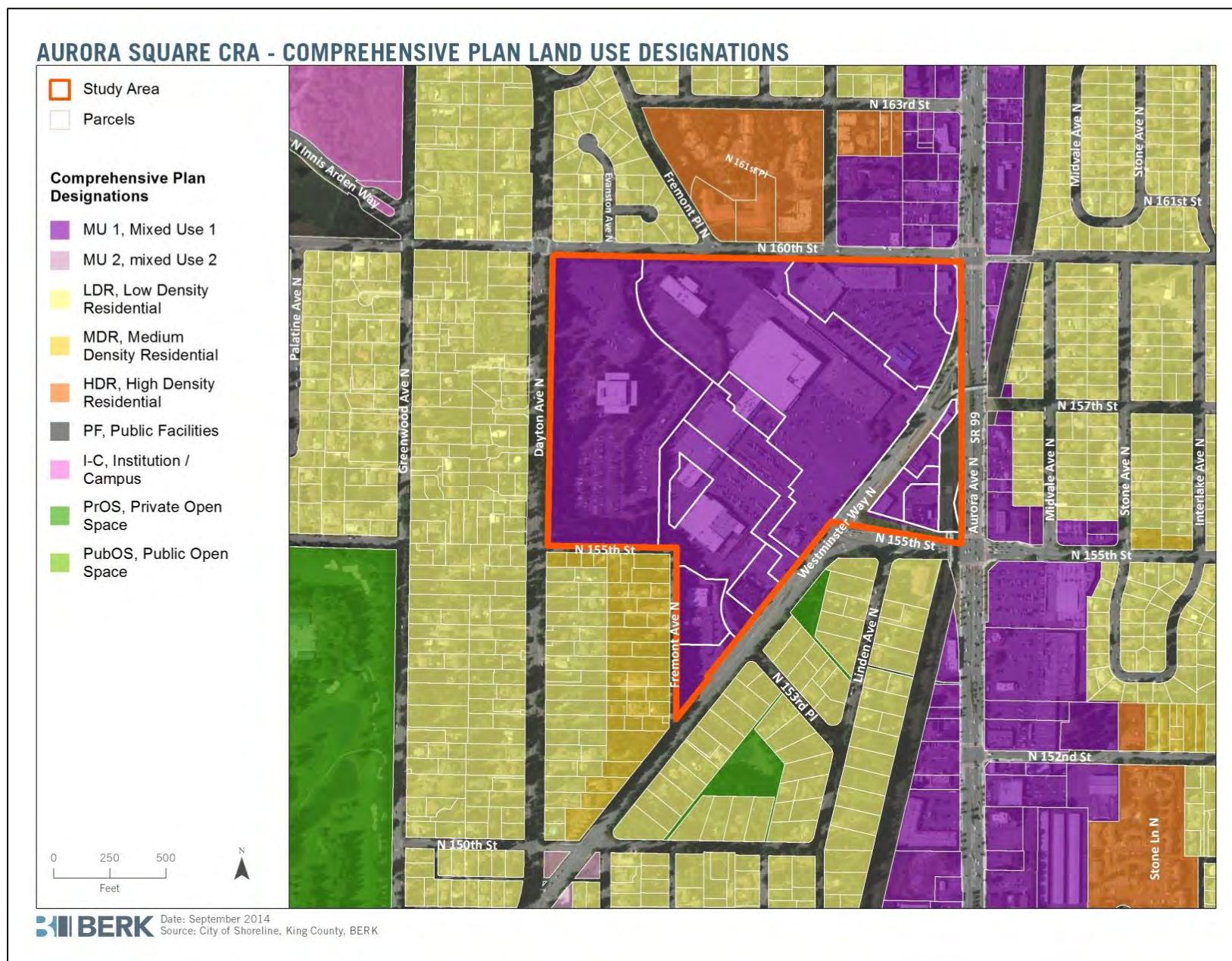
Maximum building height for any use in the MB zone is 65 feet.<sup>6</sup> MB regulations limit heights directly across street rights-of-way from R-4, R-6, or R-8 zones to 35 feet for 10 feet horizontally from the required building setback and an additional 10 feet in height for each additional 10 horizontal feet up to the maximum height allowed (SMC 20.50.021). There are additional density bonuses available for multifamily residential buildings up to a maximum of 50 % above the underlying base density when affordable housing units are provided as part of the development (SMC 20.40.230).

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<sup>6</sup> Heights reported in this Draft EIS are measured above average building elevation.



### Figure 3-4. Comprehensive Plan Map



Source: City of Shoreline, BERK Consulting 2014



## AFFECTED ENVIRONMENT, SIGNIFICANT IMPACTS, AND MITIGATION MEASURES

**Figure 3-5. Current Zoning Map**



## Significant Impacts

This section reviews the impacts of land use changes including the conversion of land uses, the increased intensity of development that could occur, and the compatibility of adjacent land uses.

### Impacts Common to All Alternatives

Adding the proposed commercial and residential space to the present space and assuming 800-1,000 square feet per dwelling unit on average, the range of total building space and different FAR across alternatives is presented in Table 3-3.

**Table 3-3. Comparison of Alternative Building Space and Floor Area Ratio**

Alternative	Projected Building Square Feet	Lot Area Square Feet	FAR
Alternative 1	582,725	2,383,025	0.2
Alternative 2	1,332,725	2,383,025	0.6
Alternative 3	2,082,725	2,383,025	0.9

Source: King County Assessor 2014, BERK 2014

All alternatives would result in a predominant commercial and retail character. Alternatives 2 and 3 would provide for a mixed use commercial and residential character.

### Alternative 1: No Action

This alternative assumes Aurora Square continues with a similar commercial retail and office character and the same square footage of buildings and parking as presently located on site. The study area would remain and continue to be auto oriented in use.

Under Alternative 1, the No Action Alternative, the property would continue with retail and office uses without the addition of any multifamily developments. Mixed residential and commercial uses, though allowed by the Shoreline Municipal Code, would not occur; while such uses are possible under the City regulations this alternative assumes that there would be a continuation of present types of uses as a benchmark for other alternatives. Present suburban style development with a low FAR would continue. Businesses may change within the buildings but would continue to focus on retail and commercial uses similar to the current mix. See Table 3-2 for a summary of the current building space and lot area at Aurora Square.

With Alternative 1 No Action, a Planned Action Ordinance would not be adopted, and sign and noise code amendments would not be made. The No Action Alternative is not expected to cause significant direct or indirect impacts. In the absence of a Planned Action Ordinance, development that is not exempt from SEPA would conduct their own site specific incremental reviews.

### Alternative 2: Phased Growth

Under Alternative 2, a mixed use environment would be created with residential development introducing up to 500 dwelling units. Additionally, approximately 250,000 square feet of commercial retail or office development would be added to the site. This alternative is considered “phased” since it would not fully realize the development potential of the site, but would create a catalytic mixed use redevelopment that sets the stage for full transformation in Alternative 3. Alternative 2 allows the City to test potential redevelopment impacts and mitigation needs at a moderate level of growth.

### Conversions of Land Uses

Together the added space would result in a mixed use environment including new multifamily residential development and increased shopping, commercial and office use. In terms of residential space, a total of up to 500 dwelling units would be introduced to the site including potential new student housing to support nearby Shoreline Community College. The influx of permanent residents on the property would alter the character of the site to include more pedestrian and recreationally focused activities during the day but especially during nights and weekends. In addition, the introduction of new

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pedestrian pathways connecting new development across the site as well as creating new connections with the surrounding area, including Shoreline Community College, would increase the activity on the site as more pedestrians and nearby residents would use these new lines of access.

Jobs would increase from the estimated 1,528 existing jobs (per the City's Transportation Master Plan) for the subject study area to 2,361 jobs.

Beyond traditional retail shopping and commercial options, potential new entertainment uses would also be introduced to the site including a movie theater or an outdoor performance venue. Together with added retail space, new entertainment oriented uses would draw more visitors to the site and increase both pedestrian activity and energy on the property, especially in the evenings and on weekends and holidays. New restaurants would also likely be developed on site to serve the increased number of visits by shoppers, entertainment seekers, office workers, and new residents. Together these changes in development and land use would further increase the overall potential future appeal of the CRA property as a destination site.

With the introduction of new multifamily residential buildings and especially new entertainment land uses, in particular an outdoor performance venue or a movie cinema, noise and light generated from the study area would increase. Noise and lights from outdoor theatrical and musical performances as well as lights related to new signage and related advertising would act as sources of increased noise and light production. Physical siting of these uses to orient away from sensitive uses (e.g. single family homes) as well as the application of design guidelines would help reduce these potential impacts.

### **Changes in Intensity and Height**

Under the Phased Growth Alternative, the FAR would increase to 0.6, more than doubling the current land use intensity on the site. This increased level of land use intensity would be realized through more structured parking, reduced surface parking in favor of building space, and taller structures up to 65 feet in height. The bulk of new structures developed under this alternative would also increase.

Redevelopment of the study area under Alternative 2 would result in a more uniform development intensity across the site as large areas of surface parking would be transformed into new physical structures with height and bulk. New development created as part of Alternative 2 would be more uniformly distributed across the site reflecting a departure from the current form of centrally located development surrounded by large areas undeveloped and often vacant surface parking. Redevelopment would increase the amount of area covered by buildings, structured parking, and plazas or other pedestrian-oriented gathering places including a potential outdoor performance space.

### **Land Use Compatibility**

Changes in land use would result in some new types of development in or adjacent to areas where they were not previously allowed, possibly creating use compatibility issues.

In terms of residential use, adding multifamily development would introduce a new land use to the site itself. If new multifamily development were created along N 160<sup>th</sup> Street or Aurora Ave N there would be little to no anticipated incompatibility of land uses as these areas already contain multifamily structures or retail and commercial space. If multifamily development were to be located across from existing single family development to the west and south of the study area, a potential would exist for compatibility issues in the form of increased pedestrian activity, traffic, and the creation of larger built structures adjacent to smaller single family residences.

Increased commercial and retail uses on the property would complement and enhance the existing mix of retail and commercial uses. The addition of more traditional retail uses such as shopping or new restaurants would be compatible with existing uses. More retail and commercial use would increase the potential for overall intensity of use including traffic and greater use during the evenings and weekends.

A new movie cinema, live theater, or outdoor performance space would introduce a new entertainment oriented type of use to the study area. In terms of physical compatibility with surrounding land uses, these types of uses would introduce new building heights and bulk to the area. Entertainment oriented uses would not only increase the level of noise and light generated by the property but also increase the number of visitors to the site especially during the evenings, weekends, and holidays.



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Additional office development would add increased height and bulk to the site as well as increased traffic and increased numbers of daytime visitors. The development of new office space would most likely also be accommodated by the building of associated parking structures to support new workers on site. New office space would contribute to an increased number of visitors to the site during the weekdays and an associated potential increase in pedestrian and retail activity within the redeveloped CRA property.

Overall, the indirect impact of new land uses toward the existing surrounding land uses would be relative to the placement and location of new uses within the CRA study area. Given the existing semicircle of single family residences to the west and the mix of multifamily and commercial space to the north and east, the potential for land use incompatibility decreases as new development is placed more centrally or easterly within the CRA site. New development on the western and more southern edges of the study area would introduce buildings of increased height and bulk, more traffic, increased pedestrian activity and more activity during the evenings and weekends thereby creating a potential for incompatibility of land uses. Any new entertainment use or uses, especially the development of an outdoor performance space, could increase light and noise experienced by neighboring residences.

However, due to the surrounding street network and topographic profile of the site, impacts could be minimized. Major and minor arterial rights-of-way surround the entire site and act as a man-made buffer between surrounding land uses (including single family) and new or enhanced uses on the site. The topographic profile of the study area also acts as a natural mitigating element as a combination of steep slopes and descending elevation places not only horizontal but vertical distances between surrounding land uses and any potentially incompatible land uses introduced as part of the CRA redevelopment. The application of design guidelines including setbacks would further reduce any potential incompatible land use impacts.

### Alternative 3: Planned Growth

Alternative 3 would be similar to Alternative 2 except that 1,000 dwelling units and 500,000 square feet of commercial retail and office space would be added. As with Alternative 2, a Planned Action would be adopted as part of Alternative 3 to help stimulate growth.

### Conversion of Land Uses

Together the added space would result in a mixed use environment including new multifamily residential development and increased shopping, commercial and office use. In terms of residential space, a total of up to 1,000 multifamily dwelling units would be introduced to the site including the potential for new student housing to support nearby Shoreline Community College. The influx of permanent residents and students on the property would convert the use to include more pedestrian and recreationally focused activities during the day but especially during nights and weekends. In addition, the introduction of new pedestrian pathways connecting new development across the site as well as creating new connections with the surrounding area and Shoreline Community College would increase the activity on the site as more pedestrians, new and nearby residents would use these new lines of access.

Jobs would approximately double from present conditions, increasing from 1,528 jobs to 3,195 jobs.

Beyond traditional retail shopping and commercial options, potential new entertainment uses would also be introduced to the site including a movie cinema or outdoor performance venue. There is also potential for classroom or meeting space to be developed for use by Shoreline Community College and its staff and students. Together with added retail space, new entertainment oriented land uses and educational spaces would draw increased pedestrian activity and energy to the site especially in the evenings and on weekends and holidays. A number of new restaurants would also likely be developed on site to serve the increased number of visits by shoppers, entertainment seekers, office workers, students, and new residents. Together these changes in development and land use would further increase the overall potential future appeal of the CRA study area as a destination site not only for City of Shoreline residents but also for residents of other nearby municipalities.

With the introduction of new multifamily residential buildings and especially new entertainment land uses, in particular an outdoor performance venue or a movie cinema, noise and light generated from the study area would increase. Noise and lights from outdoor theatrical and musical performances as well

as lights related to new signage and related advertising would act as sources of increased noise and light produced by the property. Physical siting of these uses as well as the application of design guidelines and mitigation actions would help reduce these potential impacts.

### **Changes in Intensity and Height**

This level of additional growth would increase the FAR to be more urban in character at 0.9.

Under the Planned Growth Alternative, the FAR would increase to 0.9, more than tripling the current land use intensity of the site. This level of increased land use intensity would be realized through more structured parking, reduced surface parking in favor of new buildings, and taller structures up to 65 feet in height. The bulk, number, and array of new structures developed under this alternative would also increase from those that would be produced under Alternative 2.

Redevelopment of the study area under Alternative 3 would result in an even more uniform development intensity across the site as large areas of existing surface parking would be redeveloped into new buildings with taller heights and greater bulk. New development created as part of Alternative 3 would be more uniformly distributed across the site and better connected reflecting a departure from the current form of centrally located development surrounded by large areas undeveloped and often vacant surface parking lots that effectively act to separate current land use activities from one another. Redevelopment would increase the amount of area covered by buildings, structured parking, and plazas or other pedestrian-oriented gathering places including a potential outdoor performance space or movie cinema.

### **Land Use Compatibility**

Changes in land use would result in some new types of development in or adjacent to areas where they were not previously allowed, possibly creating use compatibility issues.

In terms of residential use, adding multifamily development would introduce a new land use to the site itself. If new multifamily development were created along N 160<sup>th</sup> Street or Aurora Ave N there would be little to no anticipated incompatibility of land uses as these areas already contain multifamily structures or retail and commercial space. If multifamily development were to be located across from existing single family development to the west and south of the study area, a potential would exist for compatibility issues in the form of increased pedestrian activity, traffic, and the creation of larger built structures adjacent to smaller single family residences. The addition of student housing would also contribute to increased activity on site as well as pedestrian traffic both on site and between Shoreline Community College and a redeveloped CRA site.

Increased commercial and retail uses within the site would complement or enhance the existing mix of retail and commercial uses. The addition of more traditional retail uses such as shopping or new restaurants would be compatible with existing and surrounding uses. More retail and commercial use would increase the potential for overall intensity of use including increased traffic and greater use during the evenings and weekends.

A new movie cinema, live theater, or outdoor performance space would introduce a new entertainment oriented type of use to the study area. In terms of physical compatibility with surrounding land uses, these types of uses would introduce new building heights and bulk to the area. Entertainment oriented uses would not only increase the level of noise and light generated at the site but also increase the number of visitors to the site especially during the evening, weekends, and holidays.

Additional office development would add increased height and bulk to the site as well as traffic and greater numbers of daytime visitors. The development of new office space would most likely be also accommodated by the building of associated parking structures to support the new workers on site. New office space would contribute to an increased number of visitors to the site during the weekdays and an associated potential increase in pedestrian and retail activity within a redeveloped CRA.

Overall, the impact of new land uses to surrounding land uses would be relative to the placement of such uses within the study area. Given the existing pattern of single family residences to the west and south and the mix of multifamily and commercial space to the north and east, the potential for land use incompatibility decreases as new development is placed more centrally or easterly on the site. As



Alternative 3 expresses a more robust version of the Alternative 2, the siting of new or redeveloped uses within the CRA study area becomes more important in terms of potential impacts to surrounding areas.

New development on the western and southern edges of the study area would introduce buildings of increased height and bulk, more traffic, increased pedestrian activity and more activity during the evenings and weekends. Any new entertainment uses, especially the development of an outdoor performance space, would increase the light and noise experienced by neighboring residences. New retail, commercial, office or multifamily space would also contribute to increased activity, pedestrian use, traffic and the number of visitors to the site.

The surrounding street network and topographic profile help reduce the potential for impacts as described under Alternative 2. The application of design guidelines including setbacks would further reduce any potential incompatible land use impacts.

## **Mitigation Measures**

### **Incorporated Plan Features**

#### **Alternative 1**

The No Action alternative would retain the current Comprehensive Plan land use and zoning designations as well as design guidelines and transition area standards. These include upper story setbacks across from R-4, R-6, and R-8 zoned areas to the northwest, west, and south of the study area. These standards would not be updated.

#### **Alternative 2 and Alternative 3**

Action Alternative 2 and Alternative 3 would retain the current Comprehensive Plan land use designations of Mixed Use 1 (MU1) and Public Facilities (PF) and retain the current zoning designation of Mixed Business (MB). Current applicable design guidelines including transition area standards would also be retained.

The implementation of Alternative 2 or Alternative 3 would also include the establishment of a special overlay district that allows for special rules to encourage the creation of an entertainment district. Potential code amendments would consider and address both onsite and offsite changeable message signs advertising businesses and events at the redeveloped site and noise and light allowances for outdoor performances and other special events. Sign code changes would include sign design standards. Noise regulations allow for park concerts between 9 am and 10:30 pm, and the limitation of 10:30 pm would be altered to a later time to recognize the urban nature of the site and the special event nature of the entertainment district. The outdoor venue would be designed to orient sound away from sensitive receivers and together with the Noise ordinance amendments would continue to provide parameters for personal enjoyment of residential properties.

### **Applicable Regulations and Commitments**

- SMC 20.50.020: Contains design guidelines, development dimensions, standards, and conditions for development within areas covered by the MB zoning designation. These design guidelines and development standards include site coverage and height as well as setback requirements.
- SMC 20.50.021: Addresses transition standards where development within MB zones abuts single family districts. Development standards include additional setbacks, building offsets, and heights.
- SMC 20.50.180: Addresses building orientation and scale.
- SMC 20.50.205: Addresses light standards including avoiding light trespass.
- SMC 20.50.240: Contains commercial site design guidelines including site frontage, rights-of-way lighting, corner sites, site walkways, public places, multifamily open space, outdoor lighting, service areas, and mechanical equipment.

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- SMC 20.50.250: Addresses commercial building design including building articulation, materials, modulation, and facade treatments.

Development in the analysis area would be subject to the City's existing design review process and would be required to comply with all applicable urban design principles.

In addition to design review and the application of design guidelines, development in the MB zone would be required to comply with all applicable development regulations contained in the Shoreline Zoning Code.

### **Other Potential Mitigation Measures**

Some impacts were identified for Alternative 2 and Alternative 3 based on conversion of land uses, changes in intensity and height, and land use compatibility. The following mitigation measures are intended to reduce such potential impacts.

- Location and siting of new uses should consider their placement relative to existing surrounding land uses. Given the existing pattern of surrounding land uses, the potential for reducing incompatibilities increases as new development is placed more centrally or easterly on the CRA property. This would hold especially true for any outdoor entertainment performance spaces that would produce associated light and noise impacts.
- See the Light and Glare section for additional mitigation discussion.

### **Significant Unavoidable Adverse Impacts**

The Action Alternatives would result in a greater intensity of land use, greater employment, the addition of residences in the study area and/or the introduction of new entertainment oriented land uses. Land would be used more intensively for urban uses and currently underutilized land would be converted to active use with the development of buildings with greater height and bulk.

Under the action alternatives the overall land use pattern of the study area would change especially with the introduction of multifamily or entertainment oriented uses. Alternative 3 assumes the most development and growth. Changes to land use have the potential to create land use conflicts in some locations, but impacts can be mitigated with sensitive site design and design guidelines as identified under mitigation measures above.

## 3.2 Light and Glare

### Affected Environment

This section discusses existing conditions relating to light and glare on the Aurora Square site and in adjacent areas.

#### Analysis Area Character

The light and glare analysis area consists of the Community Renewal Area (CRA) identified in Chapter 2 as well as adjacent areas. The study area is bounded by N 160<sup>th</sup> Street to the north, Aurora Avenue N to the east, Westminster Way, Fremont Avenue N and N 155<sup>th</sup> Street to the south, and Dayton Avenue N to the west. Areas adjacent to the development site are also included in the analysis.

As described in Section 3.1 - Land Use, most of the buildings on the development site are in commercial use, with the addition of the WSDOT office building and the Northwest School for Hearing-Impaired Children. The commercial buildings are generally one to two stories in height, while the WSDOT office building is six stories. All buildings on the site are surrounded by large surface parking lots. The study area site has sloping topography and descends from over 500 feet at western and southwest edge to less than 420 feet at eastern and northeastern ends.

The CRA is bordered by a variety of land uses. Single family residential uses are mainly concentrated around the study area from the intersection of Fremont Place N and N 160<sup>th</sup> Street to the north and then wrapping to the west and south toward the intersection of Westminster Way N and N 155<sup>th</sup> Street. A cluster of multi-family residential buildings are located north of the site and east of the intersection of Fremont Place N and N 160<sup>th</sup> Street. Two smaller multi-family developments are located respectively to the west and south of the CRA. East of the CRA on Aurora Avenue N are a mix of commercial and retail uses between the intersections of N 155<sup>th</sup> Street and N 160<sup>th</sup> Street.

#### Sources of Light and Glare

The primary sources of light and glare in the current development are lights in surface parking lots, exterior building lights, illuminated signs, and traffic lights on Aurora Avenue. Due to the greater usage of artificial illumination, light and glare is more of a concern at night than during daytime hours. The amount of light and glare on the development site differs significantly throughout the study area. On the east side of the area facing Aurora Avenue North, there is substantial light and glare from street lights, traffic lights, and motor vehicle lights on Aurora Avenue, signs for neighboring businesses, and the parking lights and signs on the Aurora Square site.

By contrast, the northwestern, western, and southern sections of the site have relatively little light and glare, and even less that is visible to neighboring residents. On the west edge of the study area at Dayton Avenue N, substantial trees and a steep slope combine to shield neighboring single family development from view of Aurora Square and its associated lights. Likewise, the streets surrounding the Northwest School for Hearing-Impaired Children, Fremont Avenue N and the southern part of Westminster Way N (between N 155<sup>th</sup> St and Fremont Ave) have substantial tree cover.

Sources of light and glare in the CRA include free-standing lights in surface parking lots, located throughout the site, and exterior building illumination. Figure 3-6 shows an example of the type of parking light present on the site. Surface parking lot areas are located extensively throughout the site, as illustrated in Figure 2-2 in Chapter 2.

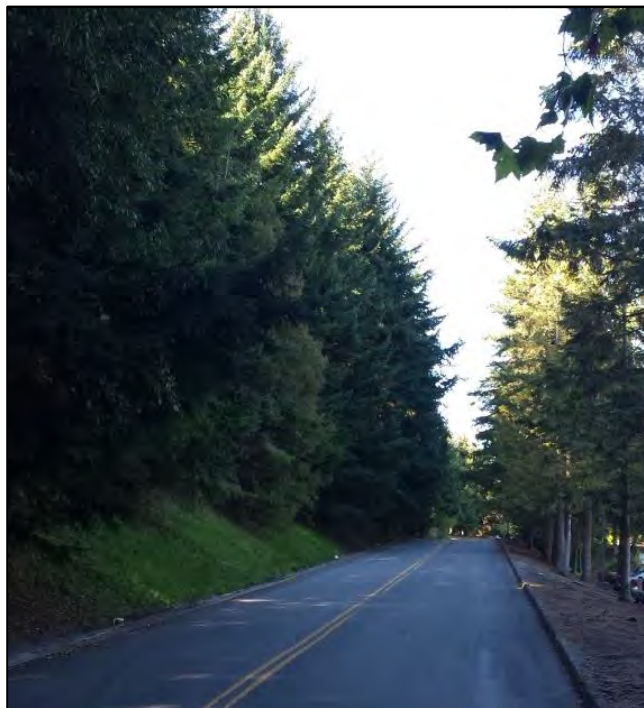
**Figure 3-6. Light in surface parking lot**



Source: BERK Consulting, 2014

Some parking lot lights are shielded from neighboring uses by trees and sloping topography, including the lights surrounding the WSDOT building, as shown in Figure 3-7. The lights along Westminster Way N are not shielded from neighboring uses, which are primarily commercial in nature.

**Figure 3-7. Trees bordering interior road next to WSDOT building**



Source: BERK Consulting 2014

Lights emanating from buildings in the CRA are another source of light and glare. This can include exterior building lights as well as indoor lights emanating through glass doors and windows. This is

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primarily an issue with retail buildings on the site, many of which have large storefront windows and remain lit well into the evening hours. Office buildings are mostly unoccupied at night and use primarily security lighting at that time.

In addition to the parking lot lights and building lights directly on the CRA site, there are other sources of light and glare on Aurora Avenue N adjacent to the study site, particularly between N 155<sup>th</sup> Street and N 160<sup>th</sup> Street. Aurora Avenue North is a state highway with high traffic volumes. Light sources include traffic lights at intersections, street lights, and motor vehicle lights. In addition, there are several retail buildings on Aurora Avenue that emit building light or have brightly lit signs. This includes the Chevron gas station, located across Aurora Avenue N from the sit and shown in Figure 3-8. There are several large signs on the east side of Aurora Avenue North. The largest is a billboard near the intersection with N 155<sup>th</sup> Street. As shown on Figure 2-2, the area between Westminster Way and Aurora Avenue forms a buffer, separating the southern portion of the CRA from Aurora Avenue. This triangle of land contains several vacant commercial buildings, a pedestrian overpass, and areas of thick vegetation. As a result, the portions of the CRA near N 155<sup>th</sup> Street are more shielded from off-site light and glare than the northern portions near N 160<sup>th</sup> Street.

**Figure 3-8. Signs and Light on Aurora Avenue N**



Source: BERK Consulting 2014

### Illuminated Signage

The CRA contains several free-standing pylon signs around the perimeter, all located along Westminster Way N and Aurora Ave N. These signs advertise the businesses operating in the Aurora Square development and are illuminated during evening hours. The northernmost sign is located inside the surface parking lot off Aurora Avenue, just south of the intersection with N 160<sup>th</sup> Street. Two larger pylon signs are located on Westminster Way, one near the southern entrance, just north of N 155<sup>th</sup> Street, and another inside the surface parking lot at the intersection of Westminster and 155<sup>th</sup> Street. None of these illuminated signs feature changeable digital messages. Examples of free-standing and building signage present on the site are shown in Figure 3-9 and Figure 3-10.



Figure 3-9. Free-standing signs on Westminster Way N



Source: BERK Consulting 2014

Figure 3-10. Building Sign



Source: BERK Consulting, 2014

## Significant Impacts

### Impacts Common to All Alternatives

Light and glare is produced as a consequence of existing and new development and uses. Common sources of light and glare related to the built environment include:

- Buildings: Pathways, way-finding, safety elements, interior lighting, and exterior lighting
- Signage: Monument signs, pylon signs, advertisements, entry, way-finding, retail banners, building-mounted exterior signs
- Parking: Pylon lighting, pedestrian pathways, entry and exit
- Vehicular: Cars and transit, parking areas

Alternatives for the Aurora Square CRA include: Alternative 1- No Action; Alternative 2 - Phased Growth; and Alternative 3 - Planned Growth. All alternatives would result in a predominantly commercial and retail character for the site. Alternatives 2 and 3 would introduce mixed use commercial and residential elements to the site, including the potential addition of an outdoor entertainment performance venue.

Alternatives 2 and 3 would also include proposed code changes to allow for increased size and variety of allowable signs on the Aurora Square CRA site as shown in Table 3-4. There are additional proposed sign criteria code changes specific for an Aurora Square Overlay as outlined in Table 3-5.

**Table 3-4. Current and Proposed Sign Code Criteria for Aurora Square CRA**

	Current Code (MB Zone)	Proposed Code (Aurora Square CRA)
<b>Monument Signs</b>		
Maximum Area per Sign Face	100 square feet	100 square feet
Maximum Height	12 feet	12 feet
Maximum Number Permitted	<ul style="list-style-type: none"> <li>▪ 1 per street frontage - or -</li> <li>▪ Two per street frontage if the frontage is greater than 250 feet. and each sign is minimally 150 feet. apart from other signs on same property.</li> </ul>	Monument signs are for way-finding only. No individual business or tenant to be allowed on monument signage except as placement on tenant panels within the way-finding system.
Illumination	Permitted	Permitted
<b>Building Mounted Signs</b>		
Maximum Sign Area	<ul style="list-style-type: none"> <li>▪ 50 square feet (Each tenant)</li> <li>▪ 10 square feet (Building Directory)</li> <li>▪ 25 square feet (Building Name Sign)</li> </ul>	15% of building fascia with a maximum of 500 square feet
Maximum Height	Not to extend above the building parapet, soffit, or eave line of the roof. If perpendicular to building then 9-foot clearance above walkway.	Not to project above the roof line
Number Permitted	1 per business per facade facing street frontage or parking lot.	Allowed Sign Area may be broken down into multiple signs, provided the aggregate area remains equal or less than 15%.
Illumination	Permitted	Permitted
<b>Under-Awning Signs</b>		
Maximum Sign Area	12 square feet	12 square feet
Maximum Clearance from Grade	9 feet	9 feet
Maximum Height (feet)	Not to extend above or beyond awning, canopy, or other overhanging feature of a building under which the sign is suspended	Not to extend above or beyond awning, canopy, or other overhanging feature of a building under which the sign is suspended
Number Permitted	1 per business per facade facing street frontage or parking lot.	1 per business entrance or frontage
Illumination	Permitted	Permitted
<b>Driveway Entrance/Exit</b>		
Maximum Sign Area	8 square feet	Not Applicable to Aurora Square CRA.
Maximum Height	48 inches	
Number Permitted	1 per driveway	
Illumination	Permitted	

Source: SMC 20.50.540(G); City of Shoreline, 2014

**Table 3-5. Additional Sign Code Criteria for Aurora Square Overlay**

<b>Additional Sign Criteria for Aurora Square Overlay</b>	
<b>Projecting Signs</b>	
Maximum Sign Area	10% of a tenant's allotted wall sign area may be utilized for one or more projecting signs.
Maximum Height	Not to exceed the highest point of the building to which it is attached.
Number Permitted	One (1) projecting sign per tenant, per fascia.
Illumination	Required
<b>Pylon Signs</b>	
Maximum Sign Area	300 square feet
Maximum Height	25 feet
Number Permitted	Aurora Square CRA is permitted up to three (3) pylon signs.
Illumination	Required
<b>Miscellaneous</b>	
Neon and LED	Visible neon tubing is permitted as a sign element within the Aurora Square CRA Overlay District. Visible neon or LED outline lighting is also permitted.
Electronic Messaging	Electronic Messaging signage is allowed only on Pylon Signs.
Definition of On-site Signage	The Aurora Square Overlay District is comprised of the entire area -- including right-of-way--that was designated as the Aurora Square Community Renewal Area. For establishments located within the Aurora Square Overlay District, any signage located within the Aurora Square Overlay District is considered "on-site."
Movie and Event Advertising	Temporary banners of any size are permitted for advertising movies or events within the Aurora Square Overlay District.

Source: City of Shoreline, 2014

Potential impacts related to each of the alternatives are discussed below.

### Alternative 1: No Action

This alternative assumes Aurora Square continues with a similar commercial retail and office character and the same square footage of buildings and parking as presently located on site. The study area would remain and continue to be auto oriented in use.

Under Alternative 1, the No Action Alternative, the property would continue with retail and office uses without the addition of any multifamily developments. Mixed residential and commercial uses, though allowed by the Shoreline Municipal Code, would not occur. Additionally, although outdoor performance venues are allowed under current zoning via a special use permit, it is anticipated that no outdoor entertainment spaces would be developed under the No Action Alternative. Businesses may change within the buildings but would continue to focus on retail and commercial uses similar to the current mix.

With Alternative 1 No Action, a Planned Action Ordinance would not be adopted, and sign code and noise regulation amendments would not be made. The No Action Alternative is not expected to cause significant direct or indirect lighting and glare impacts and future light and glare conditions under Alternative 1 would be similar to existing conditions.

### Alternative 2: Phased Growth & Alternative 3: Planned Growth

Under Alternative 2, a mixed use environment would be created with multifamily residential development introducing up to 500 dwelling units. Additionally, approximately 250,000 square feet of commercial retail or office development would be added to the site. This alternative is considered "phased" since it would not fully realize the development potential of the site, but would create a catalytic mixed use redevelopment that sets the stage for full transformation in Alternative 3. Alternative 2 allows the City to test potential redevelopment impacts and mitigation needs at a moderate level of growth.

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Alternative 3 would be similar to Alternative 2 except that 1,000 dwelling units and 500,000 square feet of commercial retail and office space would be added. As with Alternative 2, a Planned Action would be adopted as part of Alternative 3 to help stimulate growth. The bulk, number, and array of new structures developed under this alternative would also increase from those that what would be produced under Alternative 2. Both Alternatives 2 and 3 would likely introduce new entertainment spaces in the form of outdoor performance center space or movie theaters.

The following provides an overview of light and glare impacts across various elements including: buildings, signage, parking, traffic, and outdoor performance event space. As Alternative 3 is a more intense version of Alternative 2 it is assumed light and glare impacts would be commensurate with the difference in intensity and scale of redevelopment across the two alternatives.

### **Building Light and Glare**

Together the added space would result in a mixed use environment including new multifamily residential development and increased shopping, commercial and office use. In terms of residential space, a total of between 500 and 1,000 dwelling units would be introduced to the site. The additional development of commercial and residential space would increase the amount of light and glare produced by exterior and interior lighting, pedestrian paths, safety element lighting, and attached exterior signage such as storefront names. With increased residential and commercial use, light and glare associated with increased building space would be more evident during evening hours, as well as the fall and winter seasons.

### **Signage Light and Glare**

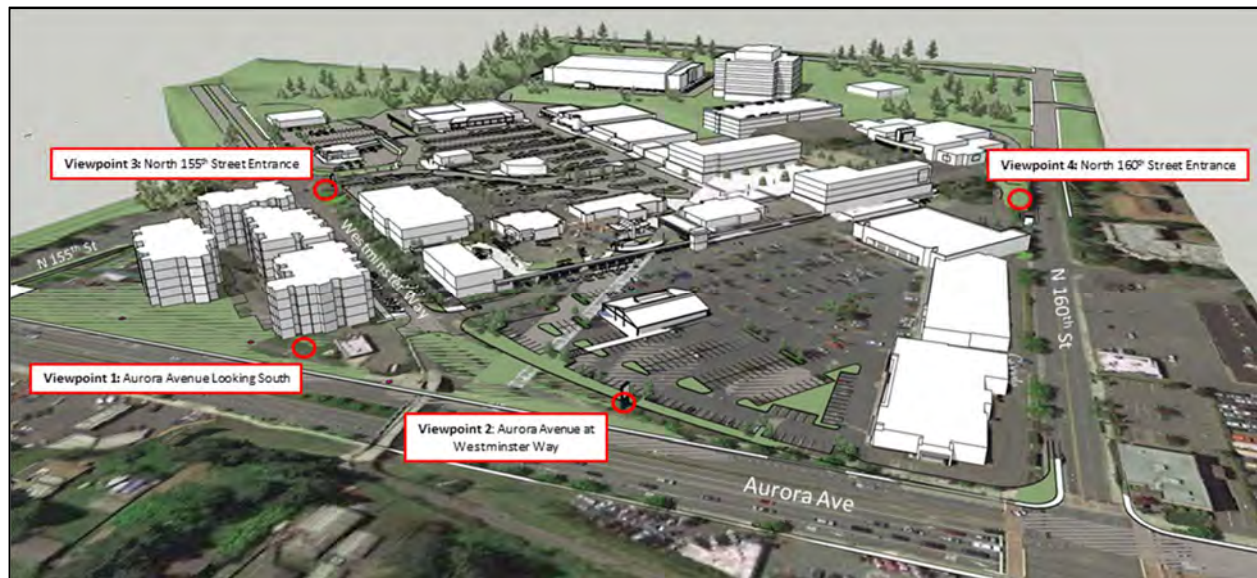
Per the proposed sign code changes, Alternative 2 would allow the introduction of new types of signs and larger versions of existing types of signs. Larger signs would include building-mounted signs that can cover up to 15% of the building face, up to a maximum size of 500 square feet. Free-standing pylon signs up to 25 feet in height would also be allowed under the amended sign code. These pylon signs would be allowed to contain up to 300 square feet of signage area and could include neon and LED illuminations, as well as changeable digital messages.

Renderings of potential locations of an example 25-foot tall pylon sign with a 300 square foot illuminated digital face are highlighted in Figure 3-12 through Figure 3-15. below. In addition to the potential pylon entry signs, Figure 3-15. shows examples of building-mounted signs allowed under the proposed sign code amendments. Figure 3-11 shows a digital illustration of a redeveloped Aurora Square CRA and locations of the sign renderings that follow. The images below do not reflect actual or approved site designs for the Aurora Square CRA. The renderings below are for illustrative and planning purposes only.



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**Figure 3-11. Digital Massing of Redeveloped Aurora Square CRA and Locations of Pylon Sign Simulations**



Source: DDG Architects, 2014; BERK, 2014

**Figure 3-12. Viewpoint 1: Aurora Avenue Looking South**



Source: DDG Architects, 2014; BERK, 2014



**Figure 3-13. Viewpoint 2: Aurora Avenue at Westminster Way**



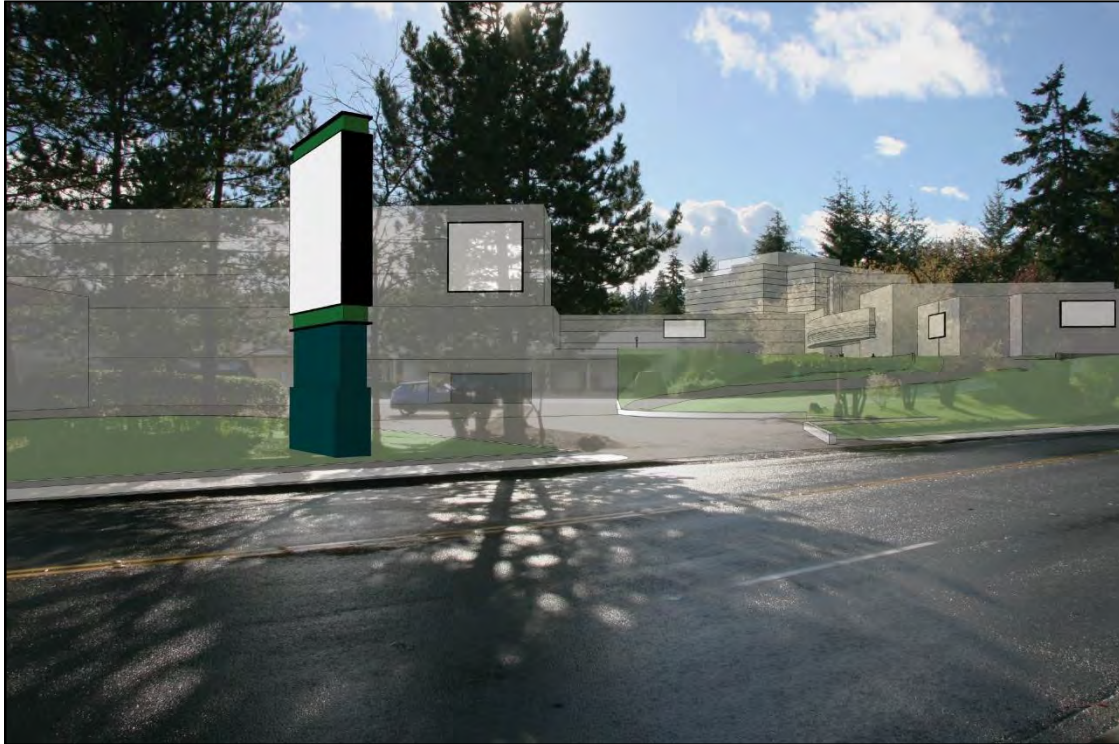
Source: DDG Architects, 2014; BERK, 2014

**Figure 3-14. Viewpoint 3: North 155th Street Entrance**



Source: DDG Architects, 2014; BERK, 2014

**Figure 3-15. Viewpoint 4: North 160th Street Entrance**



Source: DDG Architects, 2014; BERK, 2014

Light and glare from the addition of new pylon signs and lit building mounted signs would increase the overall light and glare produced from the site. Any new signs that emit light and glare would have less of a cumulative impact the closer that these types of signs are located to Aurora Avenue as the existing light and glare produced by existing traffic flows, street lights, and commercial signs are already substantial.

### **Parking & Vehicular Light and Glare**

Increased commercial and residential activity would increase the amount of vehicles traveling to and from a redeveloped Aurora Square CRA. Light emitted from car and transit vehicle headlights and glare reflected off of traveling and parked vehicles would increase with the anticipated rise in traffic. This extra illumination from vehicles would be more pronounced during evening hours and the fall and winter seasons. Parking light fixtures may also be a source of increased illumination. However, the anticipated development related to Alternative 2 is expected to replace existing open space parking areas with new buildings and illumination directly related to parking may actually decrease. Alternative 3 is expected to have even greater amounts of current parking converted to new buildings and uses.

### **Outdoor Performance Center**

Beyond traditional retail shopping and commercial options, potential new entertainment uses would also be introduced to the site including a movie theater or an outdoor performance venue. Regulations allow for park concerts and related uses of lighting for events between 9 am and 10:30 pm, and the limitation of 10:30 pm would be altered to a later time to recognize the urban nature of the site and the special event nature of the entertainment district. As a result, the introduction of new entertainment land uses, light and glare generated from the study area would increase due to the use of lighting related to entertainment events (e.g. plays, concerts, outdoor events, etc.). Lights related to new entertainment venue signage and advertising would also act as sources of increased light production. Light and glare associated with entertainment spaces would be more pronounced during evening hours and the fall and winter seasons.



## Summary of Light and Glare Impacts

The cumulative light and glare produced and emitted from a redeveloped Aurora Square CRA would impact the surrounding areas. In particular, single family residences to the northwest, west, and southeast of the site would be more sensitive to light and glare generated from new buildings, signage, traffic, and entertainment related activities. To the east, the adjacent Aurora Avenue thoroughfare and ancillary businesses would be less impacted by light and glare from the Aurora Square CRA as there are already high levels of light and glare generated by existing uses, traffic, and activities.

Alternative 1 is expected to have light and glare impacts similar to existing conditions. Alternatives 2 and 3 both introduce new, more urban development to the Aurora Square site including new residential and entertainment oriented spaces as well as higher densities of commercial and office space. Introductions of new types and sizes of signs would also occur for Alternatives 2 and 3 via corresponding changes to the code. Light and glare impacts for Alternatives 2 and 3 are essentially the same in character and differ in amount on intensity and glare being produced. This difference in light and glare production corresponds to the respective levels of redevelopment proposed under each alternative.

Physical siting of new uses, buildings, and signs that emit greater amounts of light and glare can be oriented away from sensitive uses (e.g. single family homes) to help reduce these potential impacts as well as the application of design guidelines. Natural mitigation of light and glare also exists as a result of the physical topography and layout of the site. The further west from Aurora Avenue, the greater the rise in elevation with periodic steep slopes that together provide natural breaks from light and glare sources. Deciduous and evergreen trees line N 160<sup>th</sup> St, Dayton Ave N, and parts of Westminster Way providing further natural barriers that help inhibit the spread of light and glare that can be emitted from the site. The mitigating effects the deciduous trees bordering the site will be greater in the late spring and summer due to leaf drop in late fall.

## Mitigation Measures

### Incorporated Plan Features

#### Alternative 1

The No Action alternative would retain the current zoning and Comprehensive Plan land use designations as well as design guidelines and transition area standards. Existing sign code criteria would remain intact and no new sign types or increases in sign size allowances would be allowed. No additional mitigation measures would be required under the No Action Alternative.

#### Alternative 2 and Alternative 3

Alternative 2 and Alternative 3 would retain the current Comprehensive Plan land use designations of Mixed Use 1 (MU1) and Public Facilities (PF) and retain the current zoning designation of Mixed Business (MB). Current applicable design guidelines including transition area standards would also be retained.

The implementation of Alternative 2 or Alternative 3 would also include the establishment of a special overlay district that allows for special rules to encourage the creation of an entertainment district. Potential code amendments would consider and address both onsite and offsite changeable message signs advertising businesses and events at the redeveloped site and noise and light allowances for outdoor performances and other special events. Sign code changes would include sign design standards and the introduction of new sign types and sizes. The outdoor venue would be designed to orient light and glare away from sensitive receptors and together with the Noise ordinance amendments would continue to provide parameters for personal enjoyment of residential properties.

### Applicable Regulations and Commitments

- SMC 20.50.021: Addresses transition standards where development within MB zones abuts single family districts. Development standards include additional setbacks, building offsets, and heights.
- SMC 20.50.180: Addresses building orientation and scale.

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- SMC 20.50.205: Addresses light standards including avoiding light trespass. For example, a lamp or bulb light source installed on commercial property and visible from any residential property must be shielded such that the light source is no longer directly visible. This provision also excludes certain types of lighting (e.g. search lights, laser lights, strobe lights, etc.).
- SMC 20.50.240(H): Contains commercial guidelines for outdoor lighting including pole heights for parking and pedestrian lights and shielding of fixtures to prevent direct light from entering neighboring property.
- SMC 20.50.250: Addresses commercial building design including building articulation, materials, modulation, and facade treatments.
- SMC 20.50.540(G): Addresses sign area, heights, types, illumination, and number of maximum allowable signs.

Development in the analysis area would be subject to the City's existing design review process and would be required to comply with all applicable urban design principles.

In addition to design review and the application of design guidelines, development in the MB zone would be required to comply with all applicable development regulations contained in the Shoreline Zoning Code.

### **Other Potential Mitigation Measures**

Some impacts were identified for Alternative 2 and Alternative 3 based on new buildings, signage, parking, traffic, and new uses including entertainment spaces. The following mitigation measures are intended to reduce such potential impacts.

- Location and siting of new buildings, signs, and entertainment spaces should consider their placement relative to existing surrounding land uses. Given the existing pattern of surrounding land uses, the potential for mitigating land use incompatibility increases as new development is placed more centrally or easterly on the Aurora Square property. This would hold especially true for any outdoor entertainment performance spaces that would produce associated light and glare impacts.
- See the Land Use section for additional mitigation discussion.

### **Significant Unavoidable Adverse Impacts**

The Action Alternatives would result in increased light and glare as a consequence of new buildings, new and larger signs, increased vehicular traffic, and/or the introduction of new entertainment-oriented land uses. Land would be used more intensively for urban oriented uses and currently underutilized land would be converted to active use with an associated increase in light and glare generation normally associated with more intense redevelopment.

Under the action alternatives the overall production of light and glare in the study area would change, especially with the introduction of multifamily or entertainment oriented uses. Alternative 3 assumes the most development and growth. Changes to light and glare have the potential to create land use conflicts in some locations, but impacts can be mitigated with sensitive site design and design guidelines as identified under mitigation measures above.

## 3.3 Transportation

### Affected Environment

This section discusses existing conditions relating to the transportation study area, including an inventory of transportation facilities and services, identification of existing traffic volumes, and an evaluation of existing operating conditions. The inventory summarizes the street network, intersections, transit, bicycle and pedestrian facilities in the transportation study area. A Synchro traffic operations model is used to evaluate intersection operations. Figure 3-16 shows the transportation study area and Aurora Square CRA boundaries.

### Existing Roadway Network

The existing road network is characterized by a series of north-south and east-west streets that provide circulation to and around the Aurora Square CRA site. In addition, Westminster Way N runs northeast-southwest, allowing traffic to travel on a diagonal between N 145th Street and Aurora Avenue N. The transportation study area includes:

**Aurora Avenue N (SR 99)** is a principal arterial that runs along the east side of the study area. This north-south corridor has four general-purpose travel lanes, two business access transit (BAT) lanes that are used by buses and allow right-turning movements for general-purpose traffic, a center median, and additional left-turn lanes at intersections and select midblock locations. Aurora Avenue N carries high volumes of regional traffic and provides a direct connection between Shoreline and nearby communities, including Seattle, Edmonds, and Lynnwood. During commute hours, high traffic volumes can cause congestion and delays in the study area. The Washington State Department of Transportation (WSDOT) has designated the portion of SR 99 through the City of Shoreline as a Highway of Statewide Significance.

**Westminster Way N** is a four-lane to five-lane principal arterial between N 145th Street and N 155th Street with center medians or left turn channelization at roadway primary intersections and driveways. The street serves the Aurora Square driveways along the south side of the development. Westminster Way N between Aurora Avenue N and N 155th Street is classified as a minor arterial and primarily serves southbound right-turning volumes from Aurora Avenue N. The street lacks sidewalks along most of the corridor, but has sidewalks on the approaches to the N 155th Street intersection.

**Greenwood Avenue N** is a north-south collector arterial that connects N 145th Street, N 160th Street and the entrance to Shoreline Community College. Within the study area, Greenwood Avenue N is a two-lane roadway with paved shoulders and stretches of paved walkway along the east side of the street from N 155th Street to N 160th Street. A separated walkway is present along the east side of the street from N 145th Street to N 155th Street. A portion of this walkway is paved while the remainder is an informal footpath.

**Dayton Avenue N** is a north-south, two-lane minor arterial that connects between Westminster Way N and N 160th Street within the study area. The street widens to include a center two-way-left-turn lane north of the access to the WSDOT headquarters offices, and widens to include left turn and right turn lanes approaching N 160th Street. The street includes paved shoulders, on-street parking and some small segments of sidewalks.

**N 160th Street** is an east-west minor arterial between Aurora Avenue N and Greenwood Avenue N. The street is a primary link to the Shoreline Community College campus and provides access to the three north driveways of Aurora Square. Between Dayton Avenue N and Aurora Avenue N, the street is four lanes. To the west of Dayton Avenue N, N 160th Street has two travel lanes with added channelization for westbound right turns at Greenwood Avenue N and for eastbound left turns at Dayton Avenue N.

**N 155th Street** is a minor arterial which serves the primary traffic flows between Westminster Way N and Aurora Avenue N. The intersection of N 155th Street/Westminster Way N is the primary access to Aurora Square. N 155th Street has sidewalks along both sides of the street.

**Fremont Avenue N** is a two-lane local street that runs along the western boundary of the CRA site from Westminster Way N to N 155<sup>th</sup> Street. Fremont Avenue N does not travel through the CRA site, but serves residential areas north of N 160<sup>th</sup> Street.



Figure 3-16. Transportation Study Area and CRA Boundaries



Source: KPG 2014

### Study Intersections

There are eight intersections included in the analysis. These intersections are used to assess existing traffic operations. The study intersections include:

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- N 160th Street/Greenwood Avenue N
- N 160th Street/Dayton Avenue N
- N 160th Street/Aurora Avenue N
- N 155th Street/Aurora Avenue N
- N 155th Street/Westminster Way N
- Westminster Way N/Dayton Avenue N
- Westminster Way N/Greenwood Avenue N
- N 145th Street/Greenwood Avenue N

All intersections are signal controlled with the exceptions of N 160th Street/Greenwood Avenue N, which has stop-signs on all approaches, and Westminster Way N/Greenwood Avenue N, which has a stop-control for the southbound approach on Greenwood Avenue N. Figure 3-17 shows the existing channelization at each study intersection.

### Traffic Volumes

The City-provided traffic counts from 2011-2013 that show the turning movements at individual intersections. Table 3-6 summarizes the existing traffic volumes for the morning (AM) peak hour, afternoon (PM) peak hour and daily total. The peak hour volumes correspond to the highest volumes during the AM and PM commute hours. The AM peak hour occurred between 7:00 AM and 8:00 AM and the PM peak hour occurred between 5:00 PM and 6:00 PM.

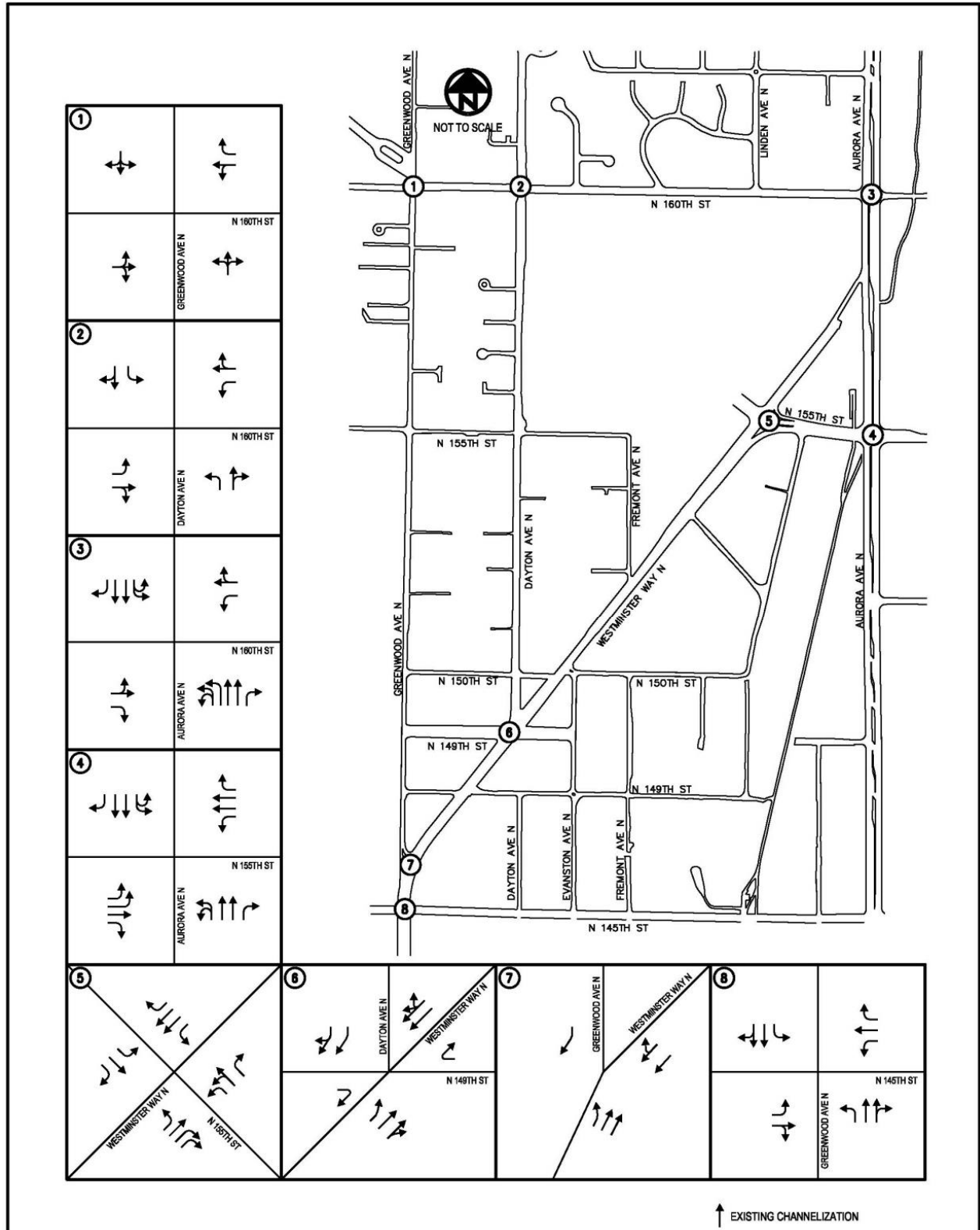
**Table 3-6. Existing Traffic Volumes**

Street Segment	Location	AM Peak Hour Volume	PM Peak Hour Volume	Daily Volume
Aurora Avenue N	North of N 155th Street	2,100	2,820	32,100
Westminster Way N	South of N 155th Street	680	1,180	20,300
Greenwood Avenue N	North of Westminster Way N	730	310	6,200
Dayton Avenue N	North of Westminster Way N	580	700	8,100
N 160th Street	West of Aurora Avenue N	690	720	7,400
N 155th Street	West of Aurora Avenue N	470	1,300	14,000

Source: City of Shoreline, 2011-2013

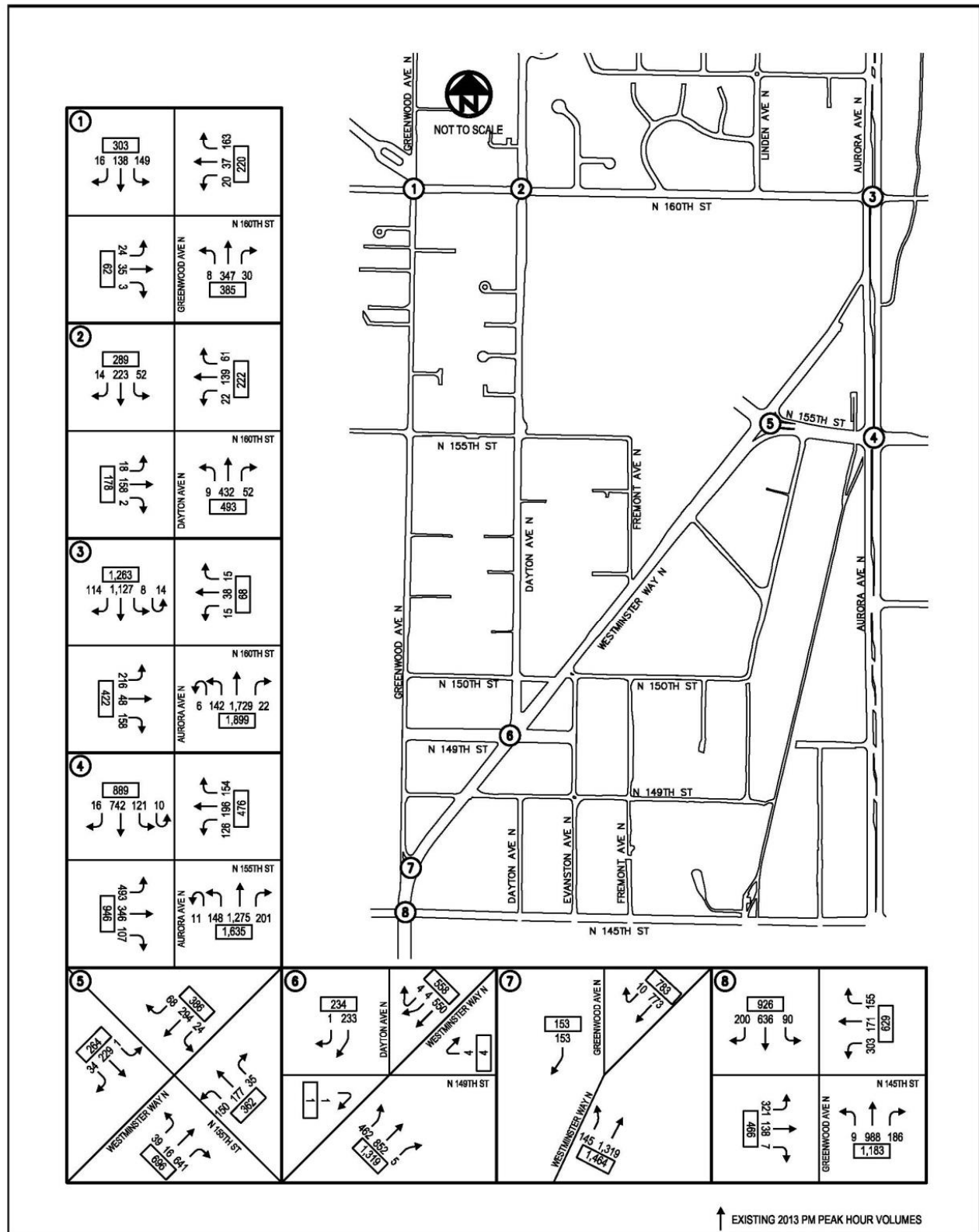
The PM peak hour traffic volumes are generally higher than the AM peak hour volumes, with the exception of Greenwood Avenue N, which has higher traffic volumes during the morning commute with many trips destined for the Shoreline Community College. Figure 3-18 shows the existing PM peak hour turning movement volumes at the eight study intersections.

Figure 3-17. Existing Study Intersection Channelization



Source: KPG 2014

**Figure 3-18. Existing PM Peak Hour Volumes**



Source: KPG 2014



## Transit Facilities

King County Metro provides transit service on a number of streets in the study area including: Aurora Avenue N, Greenwood Avenue N, Dayton Avenue N, and N 160th Street. The three major routes are the Rapid Ride Line E, which provides frequent service along Aurora Avenue N with stops at N 160th Street and N 155th Street; Route 5 which provides frequent all-day service along Dayton Avenue N; and Route 345, which provides frequent service between the Northgate area of Seattle and Shoreline Community College. Table 3-7 summarizes the transit service in the study area.

**Table 3-7. Transit Service**

Route	Corridor Served	Operations	Frequency
Rapid Ride E Line – Downtown Seattle to Aurora Village	Aurora Avenue N	4 AM to 3 AM Weekday	8-12 minutes
		4 AM to 3 AM Saturday	10-20 minutes
		5 AM to 3 AM Sunday	15-30 minutes
5 – Downtown Seattle to Shoreline CC	Dayton Avenue N	5 AM to 2 AM Weekdays	15 minutes
		6 AM to 2 AM Saturday	15 minutes
		6 AM to 2 AM Sunday	30 minutes
304 – Downtown Seattle to Richmond Beach	Dayton Avenue	6 AM to 8 AM; 3 PM to 6 PM Weekdays	20-30 minutes
330 – Lake City to Shoreline CC	N 160th Street	7 AM to 7 PM Weekdays	60 minutes
		6 AM to 8 PM Weekdays	30 minutes
331 – Kenmore to Shoreline CC	Greenwood Avenue N	8 AM to 7 PM Saturday	30 minutes
		8 AM to 7 PM Sunday	60 minutes
345 – Northgate to Shoreline CC	Dayton Avenue N	7 AM to 11 PM Weekdays	20-30 minutes
		7 AM to 10 PM Saturday	30 minutes
		8 AM to 11 PM Sunday	60 minutes
355X – Downtown Seattle to Shoreline	Greenwood Avenue N	6 AM to 9 AM; ; 3 PM to 6 PM Weekdays	15 minutes

Source: King County Metro, September 2014.

## Non-Motorized Facilities

The primary non-motorized facility within the city is the Interurban Trail. This regional trail connects to bicycle facilities to the south in Seattle and to the north in Edmonds. The Interurban Trails runs 3.25 miles, north-south, roughly paralleling Aurora Avenue N, and features elevated overcrossings of Aurora Avenue N at N 157th Street and N 155th Street, west of Aurora Avenue N.

Pedestrian facilities include sidewalks, crosswalks, and trails. There are complete sidewalks on both sides of N 160th Street, east of Dayton Avenue N and along Aurora Avenue N. Greenwood Avenue N, Dayton Avenue N and Westminster Way N lack continuous stretches of sidewalks. On these streets, there are sections without sidewalks where pedestrians must walk along paved shoulders or informal pathways adjacent to the roadway's edge.

Except for the Interurban Trail, there are no bicycle lanes or other designated bicycle facilities within the study area. The Washington State *Bicycle and Pedestrian Documentation Project* collected data on pedestrian and bicycle activity at several locations during 2010-2012. Table 3-8 shows the results of the bicycle and pedestrian counts within the study area during the morning peak two hours (7-9) and afternoon peak two hours (4-6).



**Table 3-8. Bicycle and Pedestrian Activity**

Intersection	2-Hour Peak Period	Bicycles			Pedestrians		
		2010	2011	2012	2010	2011	2012
Dayton Avenue N and N 160th Street	AM	12	14	--	78	84	--
	PM	8	16	14	68	72	119
Interurban Trail and N 155th Street	AM	45	42	59	40	33	38
	PM	48	49	106	102	46	103
15th Avenue NE and NE 155th Street	AM	11	13	16	37	36	19
	PM	24	15	--	33	44	--
Total	AM	68	69	89*	155	153	141*
	PM	80	80	135*	203	162	266*

\*Where data was unavailable, the previous year's count was used to calculate a total.

Source: Washington State Bicycle and Pedestrian Documentation Project 2012.

Results of the count data show that over the three-year period the total bicycle activity in the area has increased by 30% in the AM period and 68% in the PM period. Pedestrian activity has decreased slightly during the AM period and increased by 30% in the PM period.

### Traffic Operations Analysis

Level of Service (LOS) is used to determine the operation of roadways and intersections and to assess the impacts and mitigation from new development. LOS is based on an A-F scale with LOS A representing minimal delays and LOS F representing high levels of congestion. Table 3-9 summarizes the delay criteria used to determine LOS for signalized and stop-controlled intersections. LOS for signalized intersections is based on the average delay experienced by all vehicles traveling through an intersection. LOS for stop-controlled intersections is based on the average delay experienced by drivers on the stop-controlled approaches.

**Table 3-9. Level of Service Criteria for Intersections**

Level of Service	Average Delay per Vehicle (seconds/vehicle)	
	Signalized Intersections	Stop-Controlled Intersections
A	≤10	≤10
B	>10–20	>10–15
C	>20–35	>15–25
D	>35–55	>25–35
E	>55–80	>35–50
F	>80	>50

Source: 2010 Highway Capacity Manual

## Level of Service Standard

The City of Shoreline has adopted a LOS D standard as the minimum acceptable standard for intersection operations at signalized and unsignalized intersecting arterials, with a supplemental requirement for Principal and Minor Arterial roadway segments that requires the ratio between the traffic volume and the estimated roadway capacity (volume-to-capacity) to operate at 0.90 or lower. There are four exceptions to the standard:

- Roadways designated by WSDOT as a Highways of Statewide Significance.<sup>7</sup>
- Legs of an intersection may exceed a volume-to-capacity ratio of 0.90 if the overall intersection operates at LOS D or better.
- Locations where widening of the roadway section is not feasible, or where there are substantial benefits from a safety improvement.
- Selected roadway segments as identified in the Transportation Element, where the volume-to-capacity ratio may exceed 0.90.

## Existing Traffic Operations

The existing conditions analysis found that the study intersections operate at LOS D or better during both the AM and PM peak hours. Table 3-10 shows the AM and PM peak hour intersection LOS and delay in seconds.

**Table 3-10. Existing Intersection Level of Service**

ID	Intersection	Control	AM Peak Hour		PM Peak Hour	
			LOS	Delay	LOS	Delay
1	N 160th Street/Greenwood Avenue N	All-Way Stop	C	24	C	17
2	N 160th Street/Dayton Avenue N	Signal	A	9	A	8
3	N 160th Street/Aurora Avenue N	Signal	C	22	C	21
4	N 155th Street/Aurora Avenue N	Signal	D	47	D	53
5	N 155th Street/Westminster Way N	Signal	B	13	C	22
6	Westminster Way N/Dayton Avenue N	Signal	C	34	A	9
7	Westminster Way N/Greenwood Avenue N	Minor Stop	D	32	C	15
8	N 145th Street/Greenwood Avenue N	Signal	C	29	D	51

Source: 2010 Highway Capacity Manual

Table 3-11 shows the existing volume-to-capacity ratio for the study area streets classified as Principal Arterials or Minor Arterials during the PM peak hour. For existing conditions, all roadway segments in the study area meet the City's volume-to-capacity ratio standard of 0.90 or less.

<sup>7</sup> Aurora Avenue N is a Highway of Statewide Significance, and thus intersections along the route are exempt from the City's LOS D standard.

**Table 3-11. Existing Roadway Volume-to-Capacity – PM Peak Hour**

Street/Segment	Volume-to-Capacity Ratio		
<u>N 160th Street</u>	<u>Eastbound</u>	<u>Westbound</u>	<u>Meets V/C Standard?</u>
Greenwood Ave N to Dayton Ave N	0.27	0.28	Yes
Dayton Ave N to Aurora Ave N	0.26	0.18	Yes
<u>Westminster Way N</u>	<u>Northbound</u>	<u>Southbound</u>	<u>Meets V/C Standard?</u>
Greenwood Ave N to Dayton Ave N	0.82	0.49	Yes
Dayton Ave N to N 155th Street	0.54	0.35	Yes
N 155th Street to Aurora Ave N	0.07	0.25	Yes
<u>N 155th Street</u>	<u>Eastbound</u>	<u>Westbound</u>	<u>Meets V/C Standard?</u>
Westminster Way N to Aurora Ave N	0.39	0.15	Yes

Source: KPG and City of Shoreline Transportation Model.

## Collision History

The City of Shoreline 2013 Annual Traffic Report reviews collision locations throughout the city. The report reviews a combination of City of Shoreline and WSDOT collision data for 2011 through 2013. The City defines locations with five or more collisions in a year or a three year crash rate exceeding 0.40 collisions per million entering vehicles as “High Crash Locations”. These locations are reviewed to identify causes or contributing factors in the crash history and to identify potential opportunities to improve safety through engineering, enforcement, or education activities. The three High Crash Locations in the study area are shown in Table 3-12.

**Table 3-12. High Crash Locations (2011 – 2013)**

Intersection	# of Crashes	Crash Rate*
N 155th Street/Aurora Avenue N	9	0.16
N 155th Street/Westminster Way N	8	0.43
Dayton Avenue N/Westminster Way N	5	0.19

Source: City of Shoreline 2013 Annual Traffic Report

\*Collisions per million entering vehicles

The intersection of N 155th Street/Westminster Way N meets the High Crash Location criteria for the number of crashes and for the crash rate. N 155th Street/Aurora Avenue N and Dayton Avenue N/Westminster Way N exceed the number of crashes criteria as defined by the City.

## Significant Impacts

This section describes the impacts of the three alternatives on the transportation system. The land use and transportation network changes for the three alternatives are described below (full descriptions of these alternatives are found in Chapter 2):

- **Alternative 1 – No Action.** Assumes no change to the existing land use though full occupancy of existing buildings.

- **Alternative 2 – Phased Growth.** Assumes 500 new housing units within the study area and an additional mix of 250,000 square feet of office and retail space.
- **Alternative 3 – Planned Growth.** Assumes a higher level of development with 1,000 new housing units and a mix of 500,000 square feet of office and retail space.

### Analysis Methodology

The analysis forecasted the 2030 PM peak-hour vehicle demand based on travel patterns, projected land use growth, and the traffic forecast from the City's 2011 *Transportation Master Plan*. Chapter 2 documents the assumed land uses for the No Action (Alternative 1), Phased Growth (Alternative 2), and Planned Growth (Alternative 3).

### Analysis Period

The City of Shoreline uses the analysis of the afternoon commute hour (PM peak hour) to plan for and assess impacts related to future development. The peak hour for traffic in the area typically occurs between 5:00 PM and 6:00 PM; however, other roadways, such as N 160th Street, are affected by heavy traffic flows during the AM and mid-day hours due to traffic associated with the Shoreline Community College.

### Traffic Forecasts

To estimate the future volumes, the analysis adjusted the 2030 forecasts from the *Transportation Master Plan* to reflect the No Action conditions. The analysis forecast the number of PM peak hour trips entering and exiting the site for each of the action alternatives. The analysis applied the *National Cooperative Highway Research Program (NCHRP) Report 684* methodology to estimate the total trips generated by the alternative. For the analysis of the Phased Growth and Planned Growth Alternatives, the new commercial development was assumed to be evenly split between retail and office space. Table 3-13 shows the inbound and outbound trips for each alternative during the PM peak hour.

**Table 3-13. PM Peak Hour Trip Generation by Alternative**

	No Action Alternative 1	Phased Growth Alternative 2	Planned Growth Alternative 3
Inbound Trips	553	933	1,313
Outbound Trips	737	1,159	1,581
Total Trips	1,289	2,092	2,894

Source: KPG 2014

### Trip Distribution

The new vehicle trips were then assigned to the roadway network to assess the impact of the individual alternatives. Trips were assigned to the street network based on travel patterns and forecasts from the *Transportation Master Plan* using the following distribution:

Aurora Ave N south of the site	27%
Aurora Ave N north of the site	25%
Westminster Way N south of the site	19%
N 155th Street east of the site	15%
N 160th Street west of the site	9%
Other local trips	5%

## Assumed Improvements

The No Action Alternative is consistent with the transportation projects identified in the City's 2014-2019 *Transportation Improvement Plan* and *Transportation Master Plan*, but only assumes completion of improvements funded by the 2015-2020 *Capital Improvement Plan*. The No Action Alternative includes the restriping N 160th Street from four to three lanes between Aurora Avenue N and Greenwood Avenue N in 2015.

## Impacts Common to All Alternatives

Study area intersections and roadways would continue to see increased delays due to increases in background traffic growth made up of regional growth and growth in other areas of the City. Between 2014 and 2030, background traffic volumes are expected to increase between 15 and 25 percent. The growth in regional traffic volumes is expected to increase congestion and delays on major regional facilities including Aurora Avenue N.

Other impacts common to all alternatives include increased intersection delays during weekdays and weekends, as well as increased traffic related to seasonal and holiday shopping periods. Specific land uses may increase or decrease traffic impacts during peak periods. For example, a movie theater would generate higher evening and weekend traffic, where as an office use would result in higher levels of impact during morning and afternoon commute periods. All alternatives would have impacts to transit, pedestrian and bicycle travel, depending on the uses.

## Alternative 1: No Action

The analysis of the No Action alternative assumed the existing lane geometry on traffic study area roadways with the exception of the planned improvements to reconfigure N 160th Street from four-lanes to three-lanes. The forecasted 2030 PM peak hour traffic volumes for the study intersections are shown in Figure 3-19. This analysis evaluates traffic operations assuming no change in the land uses within the Aurora Square study area though full building occupancy.

## Intersection Operations

Table 3-14 reports the intersection LOS and delay of each study area intersections based on forecasted 2030 volumes for Alternative 1. During the 2030 PM peak hour, the N 155th Street/Aurora Avenue N intersection would operate at LOS F. Because Aurora Avenue N (SR 99) is a designated Highway of Statewide Significance, intersections on this facility are exempt from the City's LOS D standard. The intersection of N 145<sup>th</sup> Street/Greenwood Avenue N is outside the City of Shoreline city limits and is not subject to the City's LOS standard. All other study intersections are forecasted to operate at LOS D or better.

**Table 3-14. Alternative 1: 2030 PM Peak Hour Intersection Level of Service**

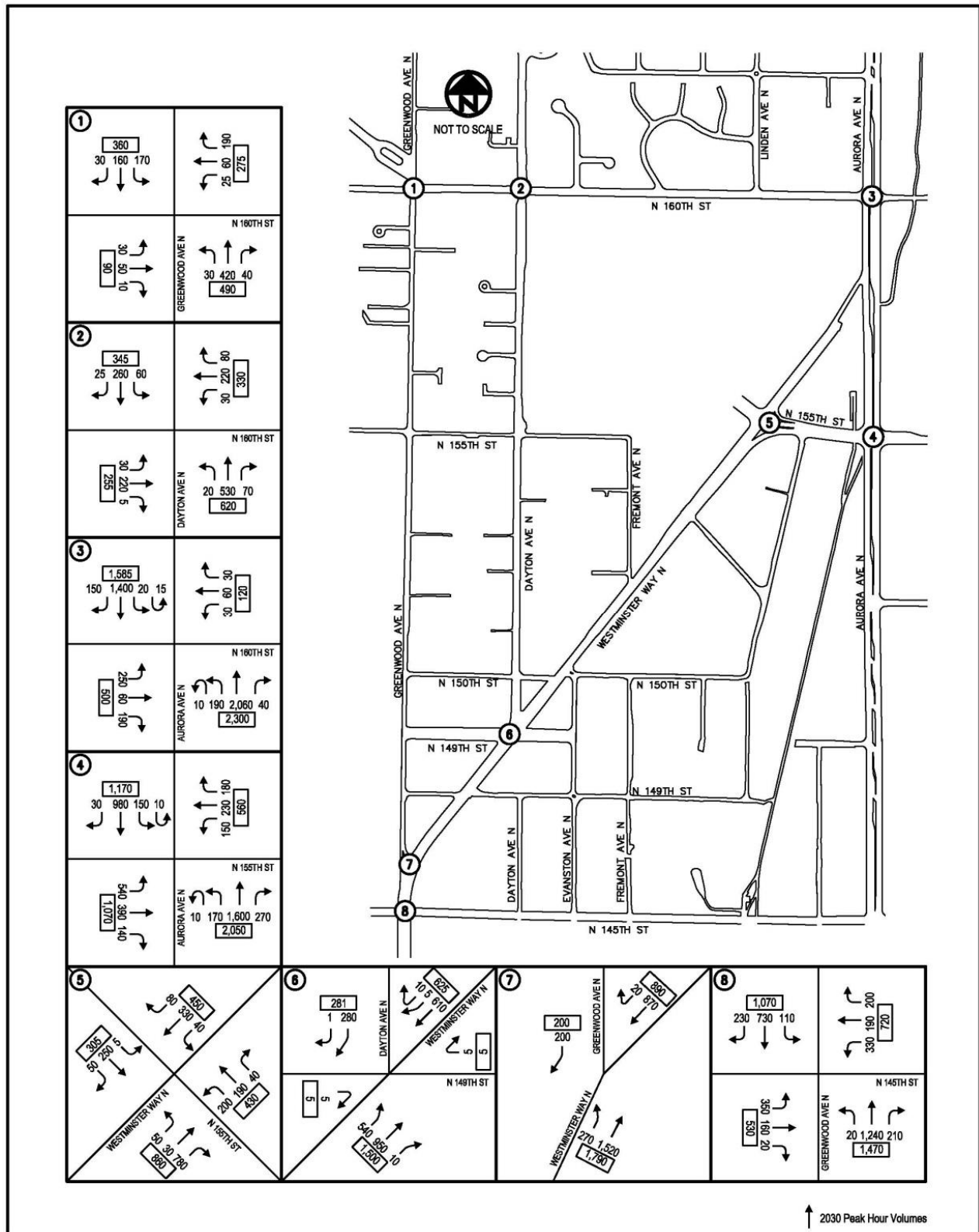
ID	Intersection	Control	PM Peak Hour	
			LOS	Delay
1	N 160th Street/Greenwood Avenue N	All-Way Stop	D	36
2	N 160th Street/Dayton Avenue N	Signal	B	11
3	N 160th Street/Aurora Avenue N	Signal	D	49
4	N 155th Street/Aurora Avenue N	Signal	F	97
5	N 155th Street/Westminster Way N	Signal	C	31
6	Westminster Way N/Dayton Avenue N	Signal	B	10
7	Westminster Way N/Greenwood Avenue N	Minor Stop	C	20
8	N 145th Street/Greenwood Avenue N	Signal	E	70



AURORA SQUARE PLANNED ACTION EIS  
AFFECTED ENVIRONMENT, SIGNIFICANT IMPACTS, AND MITIGATION MEASURES

Source: 2010 Highway Capacity Manual

Figure 3-19. No Action Alternative: 2030 PM Peak Hour Volumes



Source: KPG 2014

## Volume-to-Capacity Analysis

In addition to intersection LOS, the City's evaluation methodology uses volume-to-capacity on Principal and Minor Arterial roadway segments to determine the impacts of development. Table 3-15 shows the 2030 PM peak hour volume-to-capacity results for the No Action Alternative. The northbound Westminster Way N segment between Greenwood Avenue N and Dayton Avenue N exceeds a 0.90 volume-to-capacity ratio (0.94); however, the segment meets the standard because the intersection at Westminster Way N/Dayton Avenue N is forecast to operate at LOS B.

**Table 3-15. Alternative 1: Roadway Volume-to-Capacity – 2030 PM Peak Hour**

Street/Segment	Volume-to-Capacity Ratio		
<u>N 160th Street</u>	<u>Eastbound</u>	<u>Westbound</u>	<u>Meets V/C Standard?</u>
Greenwood Ave N to Dayton Ave N	0.34	0.36	Yes
Dayton Ave N to Aurora Ave N	0.31	0.25	Yes
<u>Westminster Way N</u>	<u>Northbound</u>	<u>Southbound</u>	<u>Meets V/C Standard?</u>
Greenwood Ave N to Dayton Ave N	0.94	0.56	Yes
Dayton Ave N to N 155th Street	0.60	0.39	Yes
N 155th Street to Aurora Ave N	0.09	0.28	Yes
<u>N 155th Street</u>	<u>Eastbound</u>	<u>Westbound</u>	<u>Meets V/C Standard?</u>
Westminster Way N to Aurora Ave N	0.45	0.18	Yes

Source: KPG and City of Shoreline Transportation Model.

## Traffic Operations Impacts

The intersections of N 155th Street/Aurora Avenue N and N 160th Street/Aurora Avenue N are part of the Highways of Statewide Significance system and therefore are exempt from the City of Shoreline's LOS standard. The northbound segment of Westminster Way N between Greenwood Avenue N and Dayton Avenue N exceeds the 0.90 volume-to-capacity ratio (0.94); however, the Westminster Way N/Dayton Avenue N intersection is forecast to meet the City's intersection LOS standard, exempting the location from the City's volume-to-capacity standard. All other intersections and roadways meet the City's standards.

Based on the analysis traffic analysis results, Alternative 1 does not generate significant transportation impacts.

## Construction Impacts

No construction impacts are assumed with the No Action Alternative.

## Transit Impacts

Transit ridership is expected to increase in proportion to the area's population growth. However, lack of pedestrian improvements would likely impact these numbers. Development by the Shoreline Community College under its 2006 Master Development Plan would be a factor in the growth in transit ridership in the area.

## Pedestrian and Bicycle Impacts

Alternative 1 includes new bicycle lanes on N 160th Street as a result of restriping this facility from 4 lanes to 3 lanes. No major pedestrian improvements would be constructed under this alternative. Growth in pedestrians and bicyclists would be proportionate to area population growth.

## Action Alternatives 2 and 3

The two action scenarios include frontage, roadway and intersection improvements to support the development of the CRA and to enhance vehicle, pedestrian and bicycle access. Improvements would include sidewalks, bicycle facilities, modifications to lane channelization, signal timing and phasing changes, and other operation and safety improvements.

### Frontage Improvements

The City has developed specific cross sections for City streets describing the travel lanes, sidewalk widths, bicycle facilities, and on-street parking. When a property redevelops and applies for permits, frontage improvements (or in-lieu contributions) and right-of-way dedications if needed are required by the City of Shoreline Municipal Code (20.70). In order to improve traffic operations, non-motorized travel, and encourage the redevelopment of the Aurora Square CRA, customized designs were developed for N 160th Street, Westminster Way N, N 155th Street, and Aurora Avenue N. These improvements are part of the Planned Action Ordinance and are assumed as part of Alternatives 2 and 3. These frontage improvements include:

- **N 160th Street between Dayton Avenue N and Aurora Avenue N.** The planned improvements include three travel lanes, sidewalks, and a two-way cycle track facility on the south side of the street.
- **Westminster Way N between N 155th Street and Aurora Avenue N.** The planned improvements would reconfigure this segment of Westminster Way N to a 2-lane roadway with sidewalks and on-street parking for adjacent land uses. The south segment of Westminster Way N would be parallel parking and the north segment would be angled parking.
- **Westminster Way N between Fremont Avenue N and N 155th Street.** This segment of Westminster Way N would remain a 4-5 lane facility. Frontage improvements would include improved sidewalks and revised intersection and roadway channelization.
- **N 155th Street between Westminster Way N and Aurora Avenue N.** Frontage improvements would include improved sidewalks and revised intersection and roadway channelization.
- **Aurora Avenue N between N 160<sup>th</sup> Street and Westminster Way N.** Add a two-way bicycle facility behind the existing sidewalk along Aurora Avenue N to connect the Interurban Trail to the planned cycle track on N 160<sup>th</sup> Street.

### Access Improvements

The street designs developed for the Aurora Square CRA include improvements to N 160th Street, Westminster Way N and N 155th Street that will enhance access to the site. The following access improvements were included in the action alternatives.

- **N 155th Street/Westminster Way N intersection** provides the main access to the Aurora Square site. With redevelopment of the CRA properties, frontage improvements to Westminster Way N and N 155<sup>th</sup> Street would rebuild the intersection to improve access to Aurora Square, accommodate regional vehicle travel, shorten pedestrian crossing distances, and reduce the number of lanes on northeast approach at the intersection. A multi-lane roundabout was analyzed at this location, but was not selected due to the large physical footprint and potential for eastbound vehicle queues from Aurora Avenue N to block roundabout circulation.

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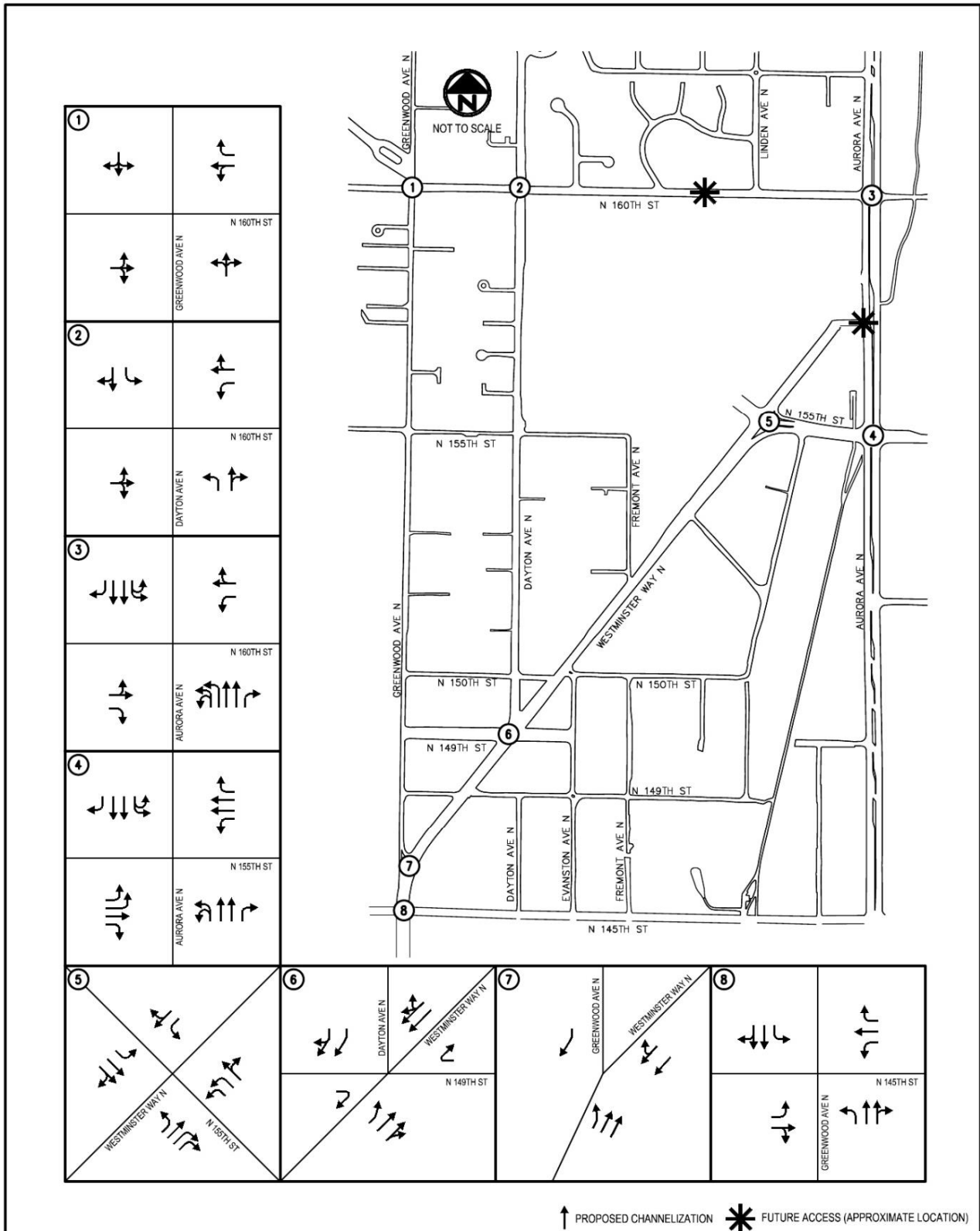
- Close the southbound Aurora Avenue N right-turn “slip lane” to Westminster Way N and construct a new roadway connection at N 156th Street/Aurora Avenue N that would connect Westminster Way N and Aurora Avenue N. This access would be limited to southbound right turns inbound and eastbound right turns outbound.
- Construct a new intersection along N 160th Street to provide access to the CRA. Preliminary CRA plans include a new north/south internal street that will form the primary connection between Westminster Way N and N 160<sup>th</sup> Street. The design of this north/south internal street would determine the location of the new intersection and its relationship to the intersections at Fremont Avenue N and Linden Avenue N. The redeveloping CRA properties may be required to construct a signal at the new intersection if signal warrants are met per the Manual for Uniform Traffic Control Devices.

Figure 3-20 shows the 2030 intersection channelization included in the analysis of the action alternatives.

### **Alternative 2: Phased Growth**

The analysis of the Phased Growth alternative assumes 500 new housing units and an additional 250,000 square feet of office and retail space. The Alternative 2 forecasted 2030 PM peak hour traffic volumes are shown in Figure 3-21.

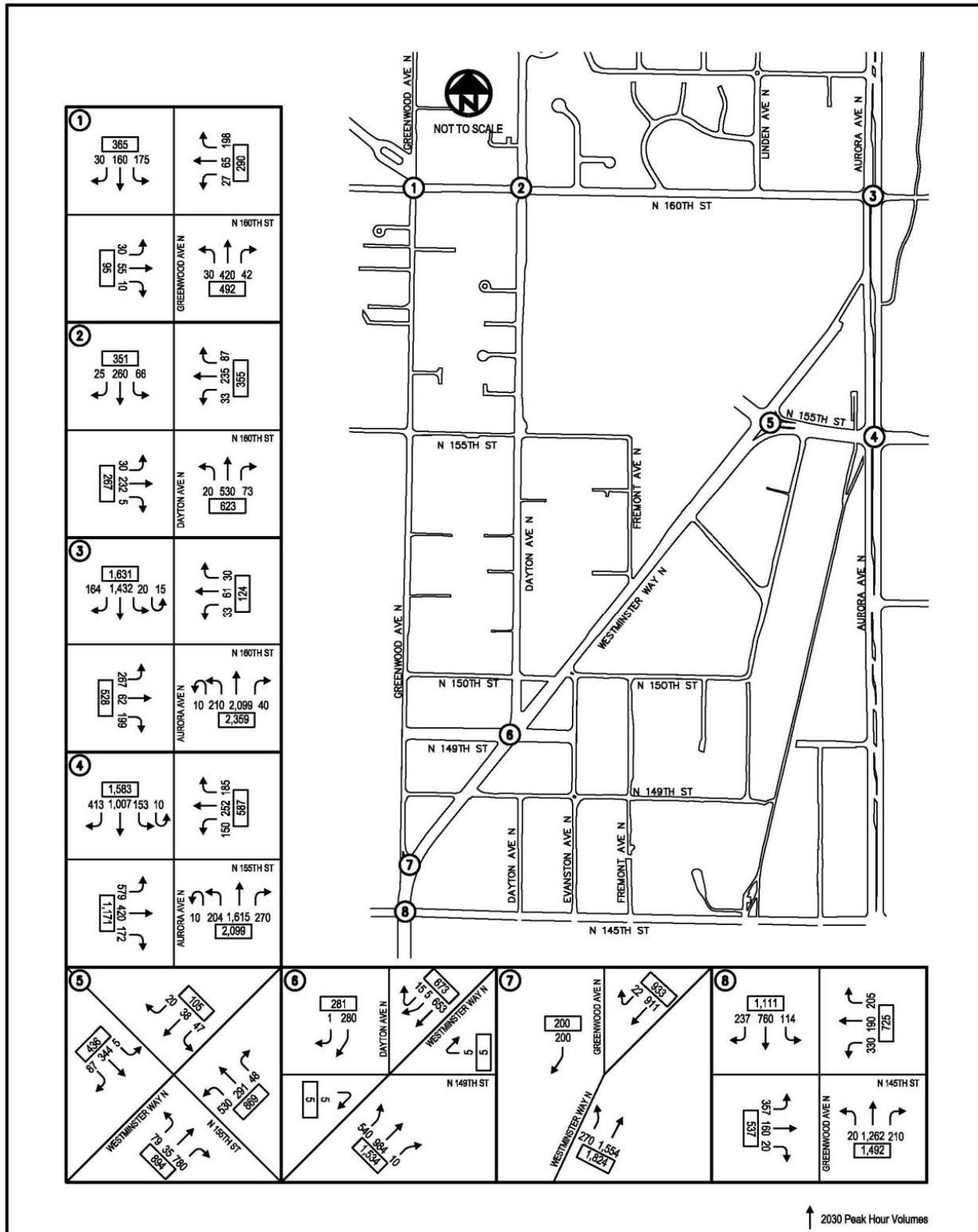
Figure 3-20. Future Channelization – Action Alternatives



Source: KPG 2014



Figure 3-21. Alternative 2: 2030 PM Peak Hour Volumes



Source: KPG 2014

## Intersection Operations

Table 3-16 reports the intersection LOS and delay of each study area intersections based on forecasted 2030 volumes for Alternative 2. During the 2030 PM peak hour, the N 155th Street/Aurora Avenue N intersection would operate at LOS F and the N 160th Street/Aurora Avenue N intersection would operate LOS E. Because Aurora Avenue N (SR 99) is a designated Highway of Statewide Significance, these intersections are exempt from the City's LOS D standard. The intersection of N 145<sup>th</sup> Street/Greenwood Avenue N is outside the City of Shoreline city limits and is not subject to the City's LOS standard. All other study intersections are forecasted to operate at LOS D or better.

**Table 3-16. Alternative 2: 2030 PM Peak Hour Intersection Level of Service**

ID	Intersection	Control	PM Peak Hour	
			LOS	Delay
1	N 160th Street/Greenwood Avenue N	All-Way Stop	D	31
2	N 160th Street/Dayton Avenue N	Signal	B	11
3	N 160th Street/Aurora Avenue N	Signal	E	62
4	N 155th Street/Aurora Avenue N	Signal	F	109
5	N 155th Street/Westminster Way N	Signal	C	30
6	Dayton Avenue N/Westminster Way N	Signal	B	10
7	Greenwood Avenue N/Westminster Way N	Minor Stop	C	21
8	N 145th Street/Greenwood Avenue N	Signal	E	71

Source: 2010 Highway Capacity Manual, KPG 2014

## Volume-to-Capacity Analysis

The City's evaluation methodology uses volume-to-capacity to determine the impacts of development. Table 3-17 shows the results of the 2030 PM peak hour volume-to-capacity evaluation for Alternative 2. The northbound Westminster Way N segment between Greenwood Avenue N and Dayton Avenue N exceeds a 0.90 volume-to-capacity ratio (0.97); however, the segment meets the standard because the intersection at Dayton Avenue N/Westminster Way N is forecast to operate at LOS B.

**Table 3-17. Alternative 2: Roadway Volume-to-Capacity – 2030 PM Peak Hour**

Street/Segment	Volume-to-Capacity Ratio		
	Eastbound	Westbound	Meets V/C Standard?
<b><u>N 160th Street</u></b>			
Greenwood Ave N to Dayton Ave N	0.34	0.36	Yes
Dayton Ave N to Aurora Ave N	0.33	0.27	Yes
<b><u>Westminster Way N</u></b>			
Greenwood Ave N to Dayton Ave N	0.97	0.59	Yes
Dayton Ave N to N 155th Street	0.62	0.42	Yes
N 155th Street to Aurora Ave N	0.11	0.13	Yes
<b><u>N 155th Street</u></b>			
Westminster Way N to Aurora Ave N	0.49	0.36	Yes

Source: KPG and City of Shoreline Transportation Model.

### **Traffic Operations Impacts**

The intersections of N 155th Street/Aurora Avenue N and N 160th Street/Aurora Avenue N are part of the Highways of Statewide Significance system and therefore are exempt from the City of Shoreline's LOS standard. Although the northbound segment of Westminster Way N between Greenwood Avenue N and Dayton Avenue N exceeds the 0.90 volume-to-capacity ratio standard, the Dayton Avenue N/Westminster Way N intersection meets the City's intersection LOS standard, exempting the location from the City's volume-to-capacity standard. All other intersections and roadways would meet the City's standards under Alternative 2.

Based on the analysis traffic analysis results, Alternative 2 does not generate significant transportation impacts.

### **Construction Impacts**

Alternative 2 changes the circulation and access patterns for traffic within the study area, particularly in the area surrounding the N 155th Street/Westminster Way N intersection. Transportation impacts for the action alternatives due to construction activity would likely be moderate. Temporary lane closures or an entire road closure may occur on Westminster Way N between N 155th Street and Aurora Avenue N in order to modify this segment to create a two-lane street with parking. Temporary lane closures or other impacts to vehicle and pedestrian traffic may occur during the construction of the revised intersection at N 155th Street/Westminster Way N, or as part of lane and sidewalk improvements on Westminster Way N, between Greenwood Avenue N and N 155th Street, N 155th Street between Westminster Way N and Aurora Avenue N. Appropriate construction management, including development of detour routes, and appropriate phasing of development plans should be considered to mitigate vehicle, transit, and non-motorized impacts during construction.

### **Transit Impacts**

Transit ridership would be increased under Alternative 2. The addition of residential and office land uses would result in increased demand for transit services particularly during commute hours. Access to transit would be improved by non-motorized internal connections within the CRA site and street frontage improvements that would occur with redevelopment.

### **Pedestrian and Bicycle Impacts**

With redevelopment of the CRA, Alternative 2 would improve pedestrian and bicycle facilities within the CRA site and along the street frontages. The frontage improvements for N 160th Street will include a two-way cycle track on the south-side of the street.

### **Alternative 3: Planned Growth**

The analysis of the Planned Growth alternative assumes the land use changes within the Aurora Square CRA and the previously described roadway and intersection improvements to Westminster Way N, N 160th Street, and N 155th Street. The forecasted 2030 PM peak hour traffic volumes for the study intersections are shown in Figure 3-22.

### **Intersection Operations**

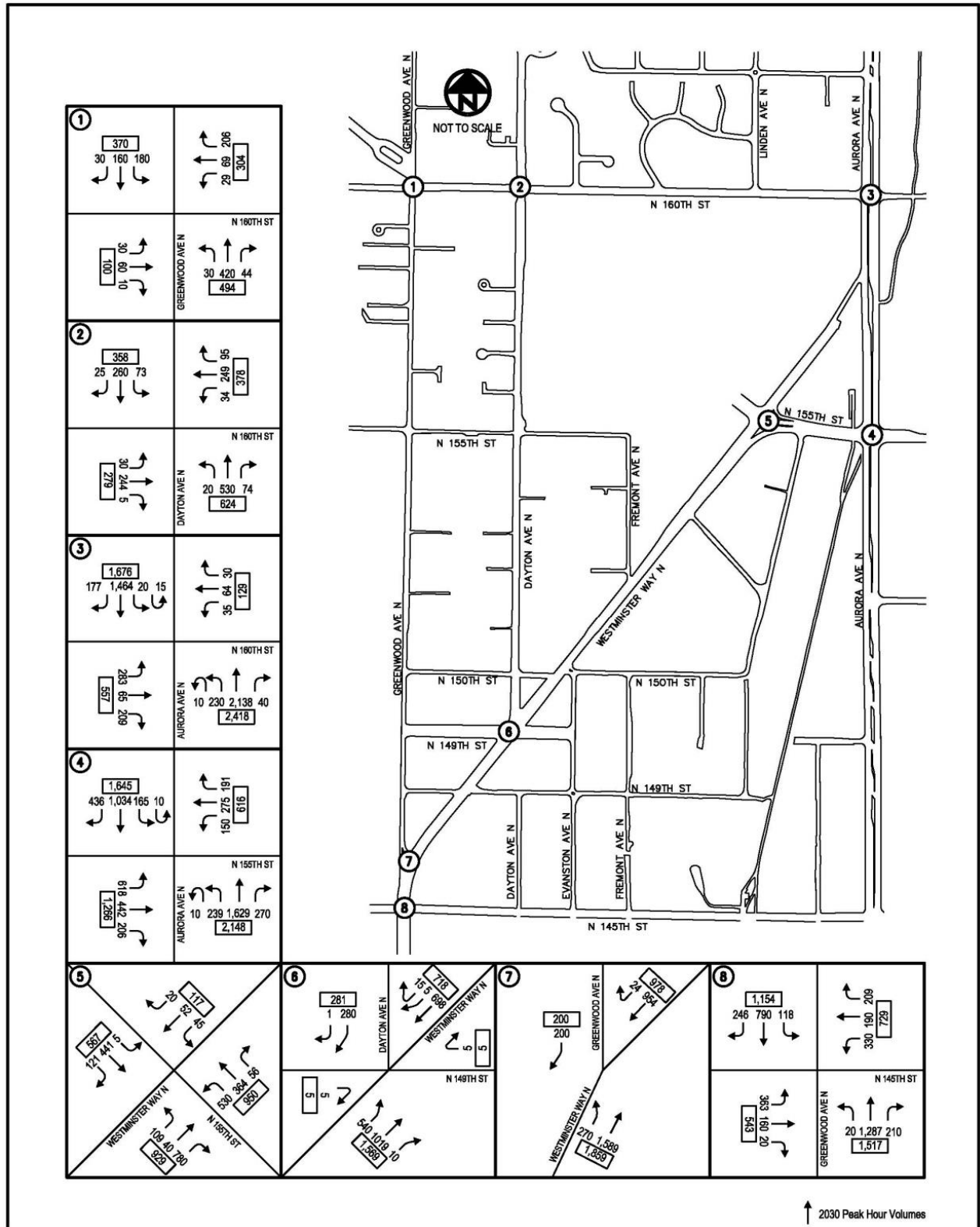
Table 3-18 reports the intersection LOS and delay of each study area intersections based on forecasted 2030 volumes for Alternative 3. During the 2030 PM peak hour, the N 155th Street/Aurora Avenue N intersection would operate at LOS F and the N 160th Street/Aurora Avenue N intersection would operate LOS E. Because Aurora Avenue N (SR 99) is a designated Highway of Statewide Significance, these intersections are exempt from the City's LOS D standard. The intersection of N 145<sup>th</sup> Street/Greenwood Avenue N is outside the City of Shoreline city limits and is not subject to the City's LOS standard. All other study intersections are forecasted to operate at LOS D or better.

**Table 3-18. Alternative 3: 2030 PM Peak Hour Intersection Level of Service**

ID	Intersection	Control	PM Peak Hour	
			LOS	Delay
1	N 160th Street/Greenwood Avenue N	All-Way Stop	D	34
2	N 160th Street/Dayton Avenue N	Signal	B	12
3	N 160th Street/Aurora Avenue N	Signal	E	70
4	N 155th Street/Aurora Avenue N	Signal	F	119
5	N 155th Street/Westminster Way N	Signal	C	30
6	Westminster Way N/Dayton Avenue N	Signal	B	11
7	Westminster Way N/Greenwood Avenue N	Minor Stop	C	22
8	N 145th Street/Greenwood Avenue N	Signal	E	73

Source: 2010 Highway Capacity Manual

Figure 3-22. Alternative 3: 2030 PM Peak Hour Volumes



Source: KPG 2014



## Volume-to-Capacity Analysis

The City's evaluation methodology uses volume-to-capacity to determine the impacts of development. Table 3-19 shows the results of the 2030 PM peak hour volume-to-capacity evaluation for Alternative 3. The northbound Westminster Way N segment between Greenwood Avenue N and Dayton Avenue N exceeds a 0.90 volume-to-capacity ratio (0.98); however, the segment meets the standard because the intersection at Dayton Avenue N/Westminster Way N operates at LOS B.

**Table 3-19. Alternative 3 Roadway Volume-to-Capacity – 2030 PM Peak Hour**

Street/Segment	Volume-to-Capacity Ratio		
<u>N 160th Street</u>	<u>Eastbound</u>	<u>Westbound</u>	<u>Meets V/C Standard?</u>
Greenwood Ave N to Dayton Ave N	0.36	0.38	Yes
Dayton Ave N to Aurora Ave N	0.35	0.29	Yes
<u>Westminster Way N</u>	<u>Northbound</u>	<u>Southbound</u>	<u>Meets V/C Standard?</u>
Greenwood Ave N to Dayton Ave N	0.98	0.61	Yes
Dayton Ave N to N 155th Street	0.64	0.45	Yes
N 155th Street to Aurora Ave N	0.13	0.15	Yes
<u>N 155th Street</u>	<u>Eastbound</u>	<u>Westbound</u>	<u>Meets V/C Standard?</u>
Westminster Way N to Aurora Ave N	0.53	0.40	Yes

Source: KPG and City of Shoreline 2030 Transportation Model

## Traffic Operations Impacts

The intersections of N 155th Street/Aurora Avenue N and N 160th Street/Aurora Avenue N are part of the Highways of Statewide Significance system and therefore are exempt from the City of Shoreline's LOS standard. The northbound segment of Westminster Way N between Greenwood Avenue N and Dayton Avenue N exceeds the 0.90 volume-to-capacity ratio (0.98); however, the Dayton Avenue N/Westminster Way N intersection meets the City's intersection LOS standard, exempting the location from the City's volume-to-capacity standard. All other intersections and roadways meet the City's standards.

Based on the analysis traffic analysis results, Alternative3 does not generate significant transportation impacts.

## Construction Impacts

Alternative 3 changes the circulation and access patterns for traffic within the study area, particularly in the area surrounding the N 155th Street/Westminster Way N intersection. Transportation impacts for the alternative due to construction activity would likely be moderate. Temporary lane closures or an entire road closure may occur on Westminster Way N between N 155th Street and Aurora Avenue N in order to modify this segment to create a two-lane parking street. Temporary lane closures or other impacts to vehicle and pedestrian traffic may occur during the construction of the revised intersection at N 155th Street/Westminster Way N, or as part of lane and sidewalk improvements on Westminster Way N, between Greenwood Avenue N and N 155th Street, N 155th Street between Westminster Way N and Aurora Avenue N. Appropriate construction management, including development of detour routes, and appropriate phasing of development plans should be considered to mitigate vehicle, transit, and non-motorized impacts during construction.

## Transit Impacts

Transit ridership would be increased under Alternative 3. The addition of residential and office land uses would result in increased demand for transit services particularly during commute hours. Access to transit would be improved by non-motorized internal connections within the CRA site and street frontage improvements that would occur with redevelopment.

## Pedestrian and Bicycle Impacts

With redevelopment of the CRA, Alternative 3 would improve pedestrian and bicycle facilities within the CRA site and along the street frontages. The frontage improvements for N 160th Street will include a two-way cycle track on the south-side of the street.

## Mitigation Measures

Identified impacts due to the changes in land uses and to the transportation system require mitigation measures to alleviate the direct impacts from development. This section reviews the transportation impacts for each alternative and proposes actions or capacity improvements to address these impacts.

## Frontage Improvements

When a property redevelops and applies for permits, frontage improvements (or in-lieu contributions) and right-of-way dedications if needed are required by the City of Shoreline Municipal Code (SMC 20.70). If right-of-way (or an easement) is needed, it also would be required/dedicated by the development to the City. The City has developed specific cross sections for City streets describing the travel lanes, sidewalk widths, bicycle facilities, and on-street parking. As part of the Aurora Square Planned Action EIS, customized designs were developed for 160th Street, Westminster Way N, N 155th Street, and Aurora Avenue N (see Appendix B). The Aurora Square CRA frontage improvements are described in detail under the Action Alternatives 2 and 3 section. Other frontage improvements would follow the City's standard designs (e.g. west and south borders with Dayton, Fremont, and 155th along WSDOT area). The City may determine an allocation of responsibility/cost for required improvements to future redevelopment proposals proportionate to the development size or impact.

## Access Improvements

Preliminary CRA plans include a new north/south internal street that will form the primary connection between Westminster Way N and N 160<sup>th</sup> Street. This north/south internal street would add a new intersection at N 160<sup>th</sup> Street. The redeveloping CRA properties will need to analyze the traffic operations of the new intersection and may be required to construct a signal at the new intersection if signal warrants are met per the Manual for Uniform Traffic Control Devices. The design of the internal street would determine the location of the new intersection and its relationship to the intersections at Fremont Avenue N and Linden Avenue N.

## Concurrency

Future proposals would meet the transportation concurrency requirements and the Level of Service (LOS) thresholds established in SMC 20.60.140 Adequate Streets.

## Impact Fees

The City of Shoreline adopted Transportation Impact Fees effective January 1, 2015 per Shoreline Municipal Code (SMC) Chapter 12.40. Payment of the Transportation Impact Fees is designed to mitigate city-wide transportation impacts that will result from residential and non-residential growth within Shoreline. As new development occurs within the CRA, each development would be assessed a per trip fee based on the number of new trips added to the street network.

## Commute Trip Reduction

The City has adopted a Commute Trips Reduction Program (SMC 14.10) consistent with State Requirements under RCW 70.94.527. Within the study area, the Washington State Department of Transportation offices are required to implement commute trip reduction programs to encourage employees and students to reduce commute trips by single-occupant vehicles. Any new employers

## AURORA SQUARE PLANNED ACTION EIS AFFECTED ENVIRONMENT, SIGNIFICANT IMPACTS, AND MITIGATION MEASURES

within the Aurora Square CRA with 100 or more employees arriving between 6:00 AM and 9:00 AM would be required to prepare and submit a Commute Trip Reduction Program to the City. Actions could include provision of priority parking for carpools, transit pass programs, and subsidies or other incentives for non-single-occupant, transit, or non-motorized commuters. The City's continued implementation of this program will reduce the number of vehicle trips generated under the alternatives.

### Internal Pedestrian Access

Chapter 20.60.150 of the SMC requires new development to provide pedestrian facilities that connect street right-of-way to building entrances, safe access to parking areas, and connections connecting commercial developments. As part of its development review process, the City will ensure the implementation of these requirements to encourage walking and transit use.

### Other Potential Mitigation Measures

The Aurora Square CRA would benefit from additional left-turn capacity for northbound traffic on Aurora Avenue N. Potential options include adding a second northbound left-turn lane at the N 155th Street/Aurora Avenue N intersection or by adding a mid-block left-turn lane on northbound Aurora Avenue N.

The option of adding a second left-turn lane at N 155th Street/Aurora Avenue N would benefit the Aurora Square CRA and regional traffic flows by increasing intersection capacity and reducing delay. The addition of the second northbound left-turn lane would reduce overall intersection delay from 111 seconds to 107 seconds for Alternative 2 and from 123 seconds to 114 seconds for Alternative 3 during the 2030 PM peak hour. To accommodate the additional left-turn lane, the north and south intersection approaches would be widened, resulting in longer east-west pedestrian crossing distances, a narrowed or removed landscaped median, and potential impacts to sidewalks.

The option of adding a mid-block left-turn lane from northbound Aurora Avenue N into the site would divert a portion of the traffic entering Aurora Square from the intersections of N 155th Street/Aurora Avenue N and N 160th Street/Aurora Avenue N.

The City should work with the Aurora Square CRA property owners and WSDOT to assess the benefits and trade-offs of adding northbound capacity at these locations.

### Significant Unavoidable Adverse Impacts

Implementation of Alternative 2 or Alternative 3 would result in increased traffic in the study area. Forecasts of future traffic operations on the proposed transportation network show that the Aurora Square CRA will meet concurrency standards for intersection LOS and roadway volume-to-capacity ratios. The proposed transportation improvements on Westminster Way N, N 155th Street and N 160th Street associated with the two action alternatives would result in temporary impacts during the construction of these facilities.

### 3.4 Stormwater

The purpose of this section is to describe current stormwater drainage conditions within the study area and to assess the potential effects from stormwater drainage that could result from adoption of the two action alternatives.

Additionally, this section explores regional stormwater facility concepts that could be implemented to satisfy stormwater flow control requirements triggered by redevelopment in the Aurora Square Community Renewal Area, in lieu of constructing flow control facilities for individual development project.

Degradation of water quality and increased flooding are common occurrences resulting from development of drainage basins, and are directly linked to the increase in impervious surface area that accompany development (Booth et al. 2001; Booth 2000). However, in the case of redevelopment, water quality and control of discharge can be improved because redevelopment typically includes implementation of modern stormwater BMPs; whereas, stormwater runoff from existing developed areas often has little or no runoff treatment.

Both planned action alternatives are expected to improve stormwater conditions downstream from the study area in comparison to existing conditions. This improvement would include both an increase in the quality of stormwater as well as reductions in peak runoff rates. These improvements are expected because current stormwater management requirements adopted by the City would require stormwater mitigation for all new and replaced impervious surfaces resulting from redevelopment. For water quality, existing pollution-generating impervious surfaces, such as parking lots, would be required to be retrofitted with treatment best management practices (BMPs) if they are replaced as part of the redevelopment. Flow control requirements would apply to all new and replaced impervious surfaces including parking lots, buildings, and sidewalks. In addition to standard runoff treatment and flow control BMPs, Low Impact Development (LID) BMPs such as pervious pavement and bioretention would be required wherever feasible.

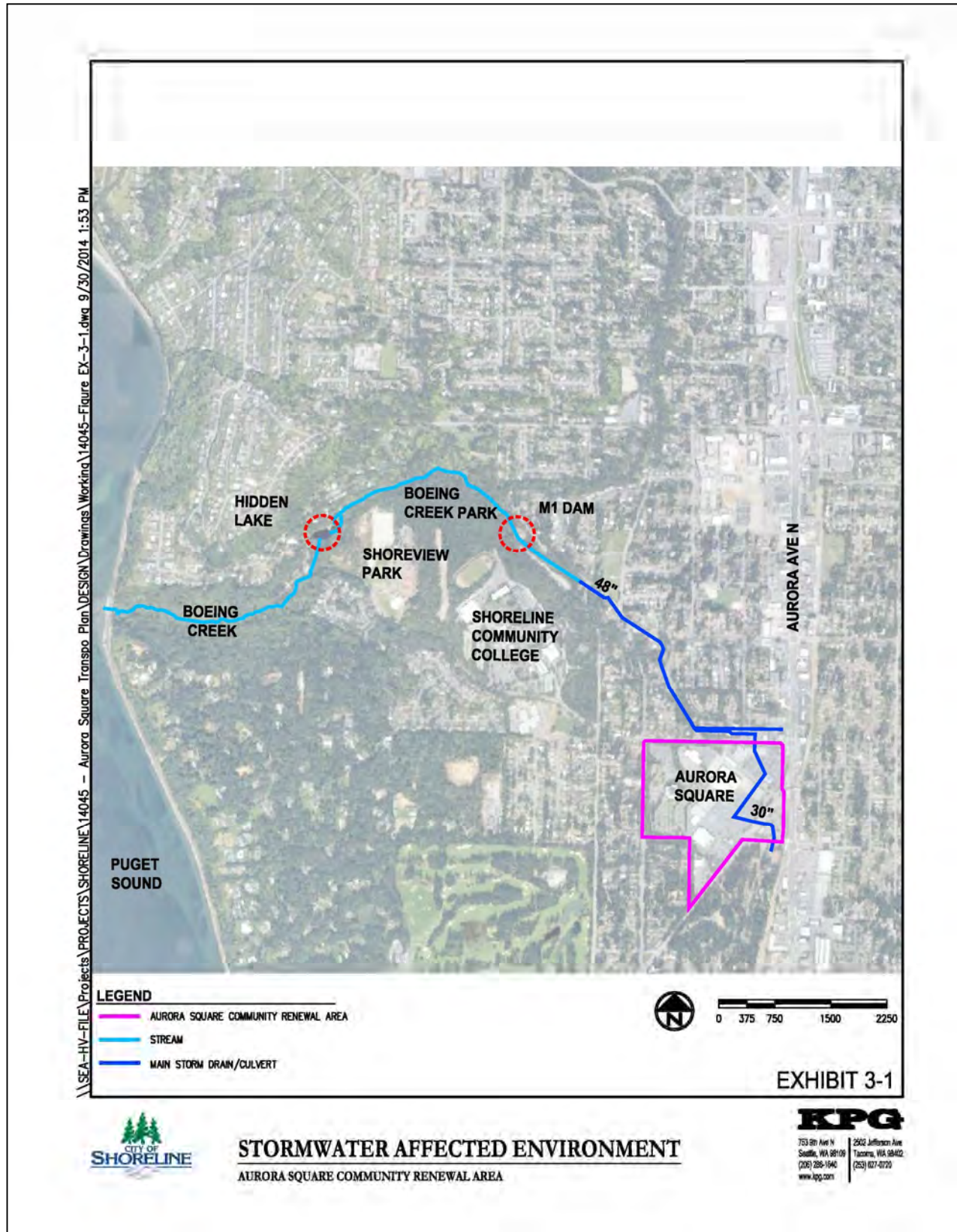
Stormwater impacts resulting from the planned action alternatives were analyzed at a programmatic level. The exact configuration and timing of future redevelopment is unknown, so the alternatives could not be analyzed for specific impacts. However, since stormwater management requirements would be applied to each redevelopment project consistently based on areas of new and replaced impervious surfaces, projections were made as to what these areas might be for each planned action alternative in order to make general projections of how future redevelopment under each alternative could affect stormwater quality, flow rates, and volumes.

#### Affected Environment

The affected environment includes the entire study area (See Chapter 2, Figure 2-1) as well as the water bodies that receive stormwater runoff from the study area. The study area is located in the Boeing Creek Basin, which is within Water Resources Inventory Area (WRIA) 8. WRIAs are Ecology administrative areas that follow watershed boundaries. As shown in Figure 3-23, the primary surface waters within the study area include Boeing Creek and Hidden Lake. The study area drains into a 48-inch diameter piped drainage system that discharges to Boeing Creek approximately ½ mile downstream. Hidden Lake is located along Boeing Creek approximately 1.3 miles downstream from the study area. Boeing Creek discharges to Puget Sound approximately 0.7 mile downstream from Hidden Lake.



Figure 3-23. Stormwater Affected Environment Map



Source: KPG 2014



## AURORA SQUARE PLANNED ACTION EIS AFFECTED ENVIRONMENT, SIGNIFICANT IMPACTS, AND MITIGATION MEASURES

The *Boeing Creek Basin Plan* was prepared in 2013 by the City of Shoreline and a consultant team consisting of Windward Environmental LLC, Osborn Consulting Inc. and The Watershed Company. The purpose of the plan was to “provide a comprehensive representation of the natural and built infrastructure in the basin so that the City of Shoreline can manage existing issues and minimize future problems using its stormwater management resources.” This plan provides a valuable source of information on the affected stormwater environment. Primary stormwater-related issues identified by the plan included:

- Lack of dispersed stormwater management facilities through the basin to mitigate runoff from developed areas,
- Erosion in the Boeing Creek channel and adjacent hillslopes, and subsequent sedimentation in Hidden Lake,
- Piped infrastructure in need of maintenance, repair, or replacement, and
- Poor water quality due to the presence of fecal coliform (FC) bacteria and nutrients

The Boeing Creek basin is essentially fully developed with various land uses that all include significant amounts of pollution-generating impervious surfaces, such as: single family and multifamily residential, commercial, industrial, educational, institutional, and a 1.8-mile segment of the Aurora Avenue corridor. Most of this development occurred prior to adoption of stormwater management requirements. The Boeing Creek Basin Plan estimated that 90% of residential properties in the basin were constructed prior to current stormwater management strategies, and have not been retrofitted. However, due to problems caused by this unmitigated development, regional stormwater facilities were constructed along Boeing Creek beginning in the early 1980s. One of these regional stormwater facilities, the M1 Dam, is located downstream from the Aurora Square study area.

## Significant Impacts

### Impacts Common to All Alternatives

Impacts to surface waters and water bodies receiving stormwater drainage from urban areas result primarily from increases in the amount of impervious surfaces. Most urban stormwater is generated from precipitation running off of impervious surface areas. In undeveloped areas, the natural ground cover generally consists of vegetation and permeable soils. Precipitation in these areas may be intercepted by vegetation and absorbed by the soils, ultimately contributing to groundwater recharge. This infiltration reduces the amount of surface water that runs off immediately into streams during a storm event. In developed areas with reduced vegetative cover and increased hard surfaces, the amount of water that runs off rather than infiltrates into the ground is increased.

This additional stormwater can carry pollutants that have accumulated on impervious surfaces into receiving waters. Pollutants include oil and gasoline, metals such as copper and zinc, and residue from pesticides, fertilizers, and other chemicals. In addition to carrying increased pollutant loads, increased runoff can also carry soils from the ground surface into streams or other water bodies, and erode stream banks and beds. Flow rates in streams increased above natural conditions results in increased erosion and sediment transport. Sediment can then be carried downstream and deposited in areas of slower moving water such as wetlands, lakes, or estuaries.

All action alternatives would have similar impacts related to potential increases in impervious surfaces, since all alternatives would be subject to the dimensional requirements of the Mixed Business zone, as specified in Section 20.50.020 of the Shoreline Municipal Code (SMC). Although the allowable 95% hardscape coverage in this zone is higher than the existing approximate 80% hardscape coverage in the study area as a whole, the portions of the study area most likely to redevelop has higher existing impervious coverage in the 90-95% range. As a result, none of the action alternatives are anticipated to result in significant increases impervious surfaces. Minor differences between alternatives are not possible to predict prior to development of site plans.

The more significant differences between alternatives are the potential benefits to be gained from stormwater retrofitting that would be required as a part of redevelopment, as discussed in more detail in the Mitigation Measures section below.

Construction activities can also increase sediment input into a stream when vegetation is removed and bare soils is exposed at the construction site. Construction may also lead to increased exposure to pollutants from accidental spills associated with the use of chemicals such as gasoline, paints, or solvents used during construction.

### **Alternative 1: No Action**

As discussed in Section 2.5, the No Action Alternative, properties within the study area would continue with their present retail and offices uses. With no significant changes in building areas and uses, it is anticipated the buildings and parking areas would mostly remain in their current configurations; therefore stormwater impacts related to added impervious surfaces or construction activities would be minimal.

### **Alternative 2: Phased Growth**

The Phased Growth alternative would require redevelopment of a portion of the study area to achieve the additional 500 dwelling units and additional 250,000 square feet of retail and office space. It has been projected that this growth would require redevelopment of approximately 28 acres of the study area (see Figure 3-24). However, the portion of the study area most likely to redevelop has a percentage of hard surface coverage similar or less impervious surface compared to existing conditions. Therefore, as with the No Action Alternative, impacts related to added impervious surfaces would be negligible or non-existent. However, this alternative would have a greater potential stormwater impact related to a 28-acre construction site for the redevelopment area.

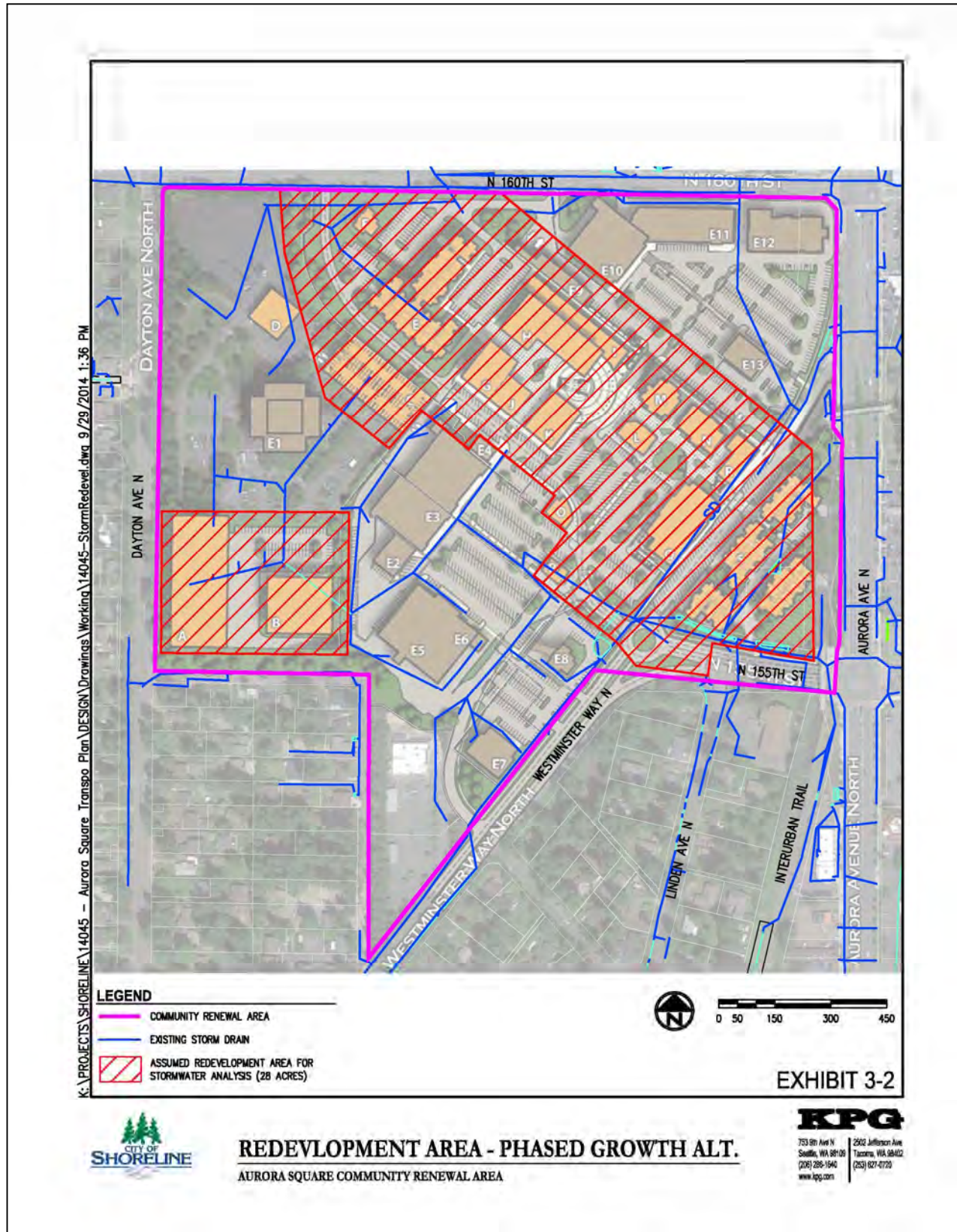
The stormwater benefit of this alternative (as discussed in the Mitigation Measures section below) is expected to be higher than the No Action Alternative, because redevelopment of approximately 28 acres of the site would result in improved water quality and reduced peak flow rates from that area due to stormwater management requirements for new and replaced impervious surfaces.

### **Alternative 3: Planned Growth**

The Planned Growth Alternative would require redevelopment of a greater portion of the study area than the Phased Growth alternative in order to achieve the additional 1,000 dwelling units and additional 500,000 square feet of retail and office space. It has been projected that this growth would require redevelopment of approximately 44 acres of the study area (see Figure 3-25). However, as with the other alternatives, impacts related to added impervious surfaces would be negligible or non-existent. However, this alternative would have the greatest potential stormwater impact during construction, related to a 44-acre construction site.

The stormwater benefit of this alternative (as discussed in the Mitigation Measures section) is expected to be the greatest of the alternatives, because redevelopment of approximately 44 acres of the site would result in improved water quality and reduced peak flow rates from that area due to stormwater management requirements for new and replaced impervious surfaces.

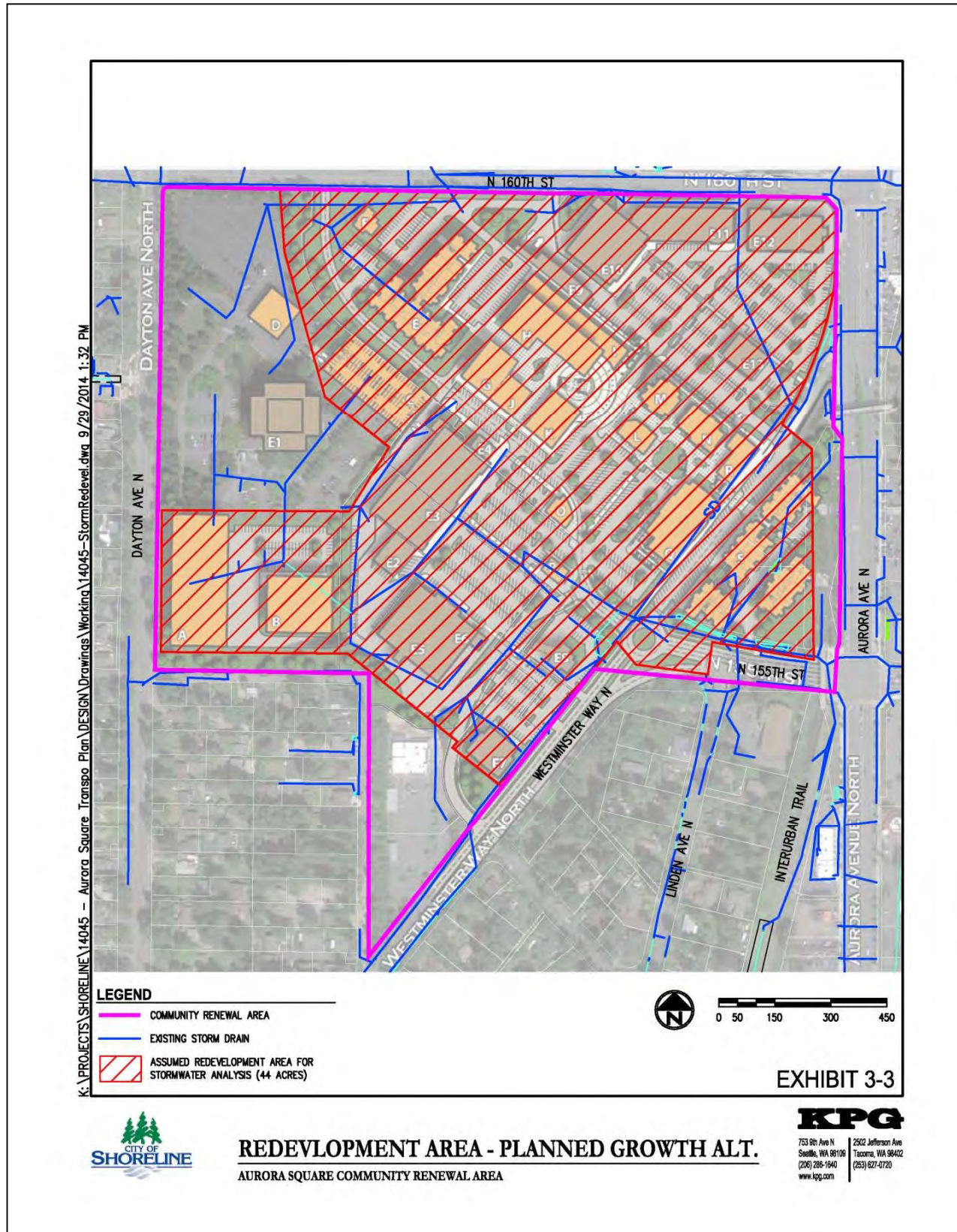
Figure 3-24. Potential Redevelopment associated with the Phased Growth Alternative



Source: City of Shoreline, King County Assessor, KPG 2014



Figure 3-25. Potential Redevelopment associated with the Planned Growth Alternative



Source: City of Shoreline, King County Assessor, KPG 2014

## Mitigation Measures

### Incorporated Plan Features

As noted in Section 2.1, the planned action will consider opportunities and incentives for low- impact and eco-district improvements. Certain requirements for implementing low impact development (LID) techniques related to stormwater already exist in the City of Shoreline through stormwater manual requirements described below. The Planned Action Ordinance seeks to clarify and strengthen these requirements to encourage redevelopment to fully incorporate LID wherever feasible.

Development of a regional flow control facility is also being considered to satisfy requirements triggered by redevelopment in a more cost-effective method than could be achieved on site by individual projects.

### Applicable Regulations and Commitments

Stormwater management is regulated by federal, state, and local laws and ordinances. This section provides an overview of the key regulations and policies that relate to stormwater management and stormwater impacts.

#### Federal Clean Water Act

The Clean Water Act governs the discharge of pollutants into the waters of the United States and regulates water quality standards for surface water. The discharge of any pollutant from a point source into navigable waters without a proper permit is unlawful, under the act; therefore, the NPDES permit program controls these discharges. Ecology, under RCW 90.48 is the permitting agency for NPDES permits in the state of Washington.

Additionally, under Section 401, any activity requiring a Section 404 permit (placement of fill or dredging within waters of the United States) or a Section 10 permit (placing a structure within the waters of the United States) which may result in any discharge into the navigable waters of the United States must obtain a certification from the state certifying that such discharge will comply with the applicable provisions of the Clean Water Act. Ecology, under chapter RCW 90.48, is the certifying agency for Section 401 permits.

#### Washington State Department of Ecology

As mentioned, Ecology is responsible for implementing and enforcing surface water quality regulations in Washington State. The current water quality standards are established in state regulations (WAC 173-201A). General requirements for stormwater management are contained in the *NPDES Phase II Western Washington Municipal Stormwater Permit*. Specific guidance for achieving stormwater management standards for development and redevelopment projects is provided by Ecology in the *Stormwater Management Manual for Western Washington* (SMMWW).

The SMMWW identifies minimum requirements for development and redevelopment projects of all sizes and provides guidance on implementation of BMPs to achieve these requirements. As part of compliance with the *NPDES Phase II Western Washington Municipal Stormwater Permit*, Ecology's regulations require local agencies to adopt stormwater treatment regulations. Many local agencies, including the City of Shoreline, have chosen to adopt the SMMWW rather than develop a similar but unique set of regulations.

The SMMWW includes requirements and recommended BMPs for managing stormwater runoff during the construction phase. However, if project construction would disturb more than 1 acre of ground and would discharge stormwater to surface waters, redevelopment projects within the study area would require coverage under the *NPDES Construction Stormwater General Permit*. Coverage under this general permit requires submitting an application to Ecology. The permit requires implementing BMPs and performing monitoring activities to minimize construction-related impacts to water quality.

#### City of Shoreline Municipal Code

Local laws require stormwater discharges to meet water quality and flow control standards. Through Shoreline Municipal Code (SMC) 13.10, the City has adopted the most recent version of the SMMWW



published by the Washington State Department of Ecology. The most recent version of the SMMWW was published in August 2012.

## Other Potential Mitigation Measures

### Stormwater Retrofit Benefits from Redevelopment

Mitigation of stormwater runoff impacts resulting from redevelopment of the study area will be accomplished by incorporating stormwater management BMPs into the redevelopment projects. The 2012 SMMWW has been adopted by the City, which identifies the specific stormwater requirements applicable to each project and provides the methodology for designing BMPs.

Development within the study area will be classified as “redevelopment” by the SMMWW because the site is already substantially developed, i.e. with 35% or more existing hard surface coverage (Volume 1, Section 2.3 of the SMMWW).

The SMMWW has nine Minimum Requirements for Development and Redevelopment. The applicability of these requirements for redevelopment is dependent on the value of the proposed site improvements as compared to existing improvements. Improvements that exceeds 50% of the assessed value of the existing improvement are required to apply all nine minimum requirements to both new and replaced hard surfaces, with replaced hard surfaces defined as the removal and replacement of hard surfaces down to the foundation (for buildings) or bare soils or base course for other hard surfaces such as pavement for roads, parking lots, and walkways.

Minimum Requirements applied to replaced impervious surfaces will result in benefits to the affected stormwater environment because they will require BMPs to address water quality and flow control, resulting in a net improvement to stormwater leaving the study area as compared to existing conditions. It is difficult to quantify the specific benefits that would be realized with each alternative because the amount of replaced impervious surfaces requiring retrofitting will be dependent on the specifics of proposed redevelopment site plans. However, it appears reasonable to predict that the No Action Alternative will result in the smallest amount of replaced impervious surface, and consequently the smallest stormwater retrofit benefit. Similarly, the Planned Growth alternative will result in the largest quantity of replaced impervious surface, and therefore would have the largest stormwater retrofit benefit.

### Low Impact Development Requirements

Low Impact Development (LID) is defined in the *LID Technical Guidance Manual for Puget Sound* (WSU Extension & Puget Sound Partnership, 2012) as follows:

*Low impact development is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation and the use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design. LID strategies can be applied to new development, urban retrofits, infrastructure improvements and revitalization projects to protect aquatic resources.*

Minimum Requirement 5 of the SMMWW specifies LID improvements that must be used to treat runoff from applicable new and replaced impervious surfaces of development projects. Whereas this type of improvement was encouraged but not strictly required by previous versions of the SMMWW, the 2012 version of the manual includes LID requirements that must be met unless specific infeasibility criteria are met. It is not possible to determine the specific LID improvement that will be required for redevelopment projects in the study area because feasibility is highly dependent on soil conditions and specific site plans. However, in general, downspouts from new and replaced roof areas will most likely be required to implement downspout infiltration if soils conditions permit, or include bioretention facilities sized equivalent to 5% of the roof area. Other new or replaced hard surfaces such as parking lots and pedestrian plazas and walkways will most likely be required to utilize permeable pavement. Although, based on currently-available soils information, it does not appear that existing soils within the Aurora Square study area would be suitable for infiltrating concentrated runoff such as downspout

infiltration or bioretention without underdrains, dispersed infiltration such as permeable pavement and bioretention with underdrains will likely be feasible.

### Opportunities for Regional Flow Control

As discussed in the previous section, each development proposal will be required by City of Shoreline code to comply with the current version of the Department of Ecology's SMMWW. The current version of this manual was published in 2012 and includes requirements to incorporate LID techniques, facilities to treat runoff from pollution-generating impervious surfaces, and flow control facilities.

Of these three stormwater management components, it is anticipated that flow control will be the most costly to implement, because current standards require retrofitting both new and replaced impervious surfaces on development sites so that rates of runoff mimic those of a pre-development, forested condition. In areas such as the study area that, due to underlying soil conditions, are not expected to have significant capacity to infiltrate stormwater, this level of flow control is typically accomplished using a detention facilities such as an open pond or underground tanks or vaults. With the high intensity of land use that would accompany either of the two action alternatives, underground concrete vaults would be the most likely method used for flow control.

With flow control being a significant cost that could have the effect of discouraging the type of redevelopment described in the action alternatives, the City has begun to explore regional flow control options that could be achieved at a lower cost while providing an equivalent or greater flow control benefit. Two regional flow control options are currently being explored, both of which are located on Shoreline Community College (SCC) property in the vicinity of the College's Greenwood parking lot and the City's M1 Dam regional detention facility (see Figure 3-26 for location).

Soils in the vicinity of the Greenwood parking lot are mapped as advance outwash, which are permeable and typically suitable for infiltration of stormwater. As part of the SCC's *Stormwater Master Plan* (Reid Middleton, 2013), preliminary subsurface exploration and geotechnical analysis was performed that confirmed the presence of outwash soils and proposed an infiltration rate for use in preliminary design.

Utilizing infiltration capacity has a significant impact on the size of flow control capacity. Preliminary calculations indicate that, given the infiltration rates anticipated in the Greenwood parking lot area, the required storage volume needed to satisfy the flow control requirement is approximately 25 percent of the volume that would be required for a facility that does not use infiltration.

SCC's Campus Master Drainage Plan (Reid Middleton, 2013) identified the Greenwood Parking Lot as the proposed location for stormwater facilities to serve campus redevelopment over the next 30 years. The plan proposed a phased approach, first developing a small facility at the north end of the lot for initial projects, expanding the facility to the south as additional capacity is needed for subsequent projects. SCC's proposed flow control facility would utilize both infiltration and controlled discharges into the City's adjacent M1 Dam facility on Boeing Creek.

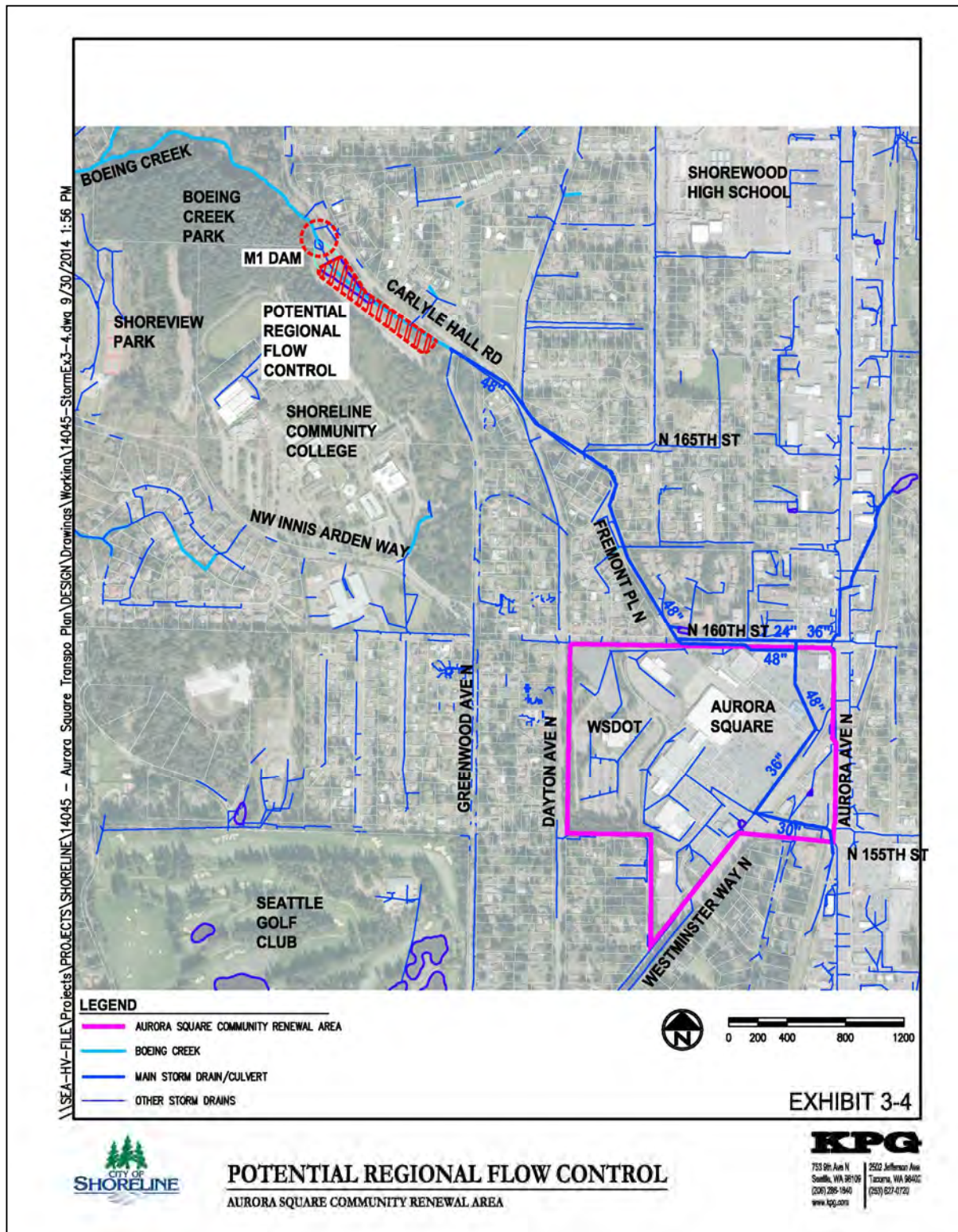
Both of the two regional flow control options currently being explored would utilize the entire area of the Greenwood parking. Both would be sized, at a minimum, to provide flow control for the Planned Growth alternative for the study area as well as SCC's planned development projects for the portion of the campus that drains to Boeing Creek upstream from the M1 Dam. The differences between the options being considered are related to the size of the facility and whether it would be constructed in-stream as an expansion to the existing M1 Dam regional detention facility, or as a separate, smaller facility located adjacent to the existing facility. Based on preliminary sizing calculations, it appears that the larger facility constructed in-stream as an expansion to the M1 Dam facility would have a greater regional benefit, having enough capacity to serve redevelopment of the part of the City's proposed Town Center that drains to the facility, as well as a portion of other mixed use and commercial projects constructed along Aurora Avenue N located south of the Town Center.

Creating a downstream regional flow control facility to serve the study area, if pursued by the City, would require additional study and analysis to verify feasibility, preparation of regional facility basin plan for review by Ecology, environmental analysis and permitting, and final design and construction. In addition, agreements would need to be accomplished with SCC regarding use of college property for the facility as well as addressing impacts to the college from the loss of parking.

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Initial funding for the facility would mostly likely come from the City, with a portion or all of the cost reimbursed by future “fee in lieu” payments from upstream developers that choose to utilize the regional facility instead of on-site flow control.

**Figure 3-26. Potential Regional Flow Control Offsite Mitigation Options**



Source: City of Shoreline, King County Assessor, KPG 2014

## Significant Unavoidable Adverse Impacts

Given the extensive development already in the study area and associated adverse impacts to surface waters from existing untreated runoff, it is expected that mitigation measures associated with redevelopment with either of the action alternatives would lead to an overall improvement of stormwater runoff quality from the study area. The No Action Alternative, with its minimal construction activity and no added impervious surface, would have no unavoidable adverse impacts from stormwater runoff. Under all alternatives, onsite flow control or downstream regional flow control facilities would be needed to meet City standards; offsite regional flow control would have cumulative benefits to the CRA study area, SCC properties, and other development properties along Aurora Avenue N, which would have the ability to utilize LID practices.



## 3.5 Sewer and Water

### Affected Environment

#### Water

##### Seattle Public Utilities

The City of Shoreline currently receives water services from Seattle Public Utilities (SPU) and the North City Water District. Generally, SPU serves those portions of Shoreline west of Interstate 5, including the Aurora Square study area, and North City Water District serves areas to the east.

SPU provides water to a service area population of 1.3 million people, which includes the City of Seattle and its greater metropolitan area, and southern parts of Snohomish County (SPU 2013 Water System Plan Volume I, 2012). SPU's water supply comes from the Cedar River, the South Fork Tolt River, and two well fields that provide groundwater (SPU 2013 Water System Plan Volume I, 2012). Average annual demand is forecasted to remain at or below 133 million gallons per day through 2060 (SPU 2013 Water System Plan Volume I, 2012). SPU's water transmission system included 193 miles of pipeline, seven covered reservoirs, 15 pump stations, six elevated tanks and standpipes, and 129 wholesale customer taps with meters (SPU 2013 Water System Plan Volume I, 2012).

##### Aurora Square Study Area

The Aurora Square study area is surrounded by 8 inch to 16 inch water mains (Mantchev, 2014). Figure 3-27 shows the water system around Aurora Square. The water mains inside Aurora Square are privately owned by business owners (Mantchev, 2014)



Figure 3-27. Water System around Aurora Square



Source: SPU, 2014; BERK, 2014.

The Aurora Square area is served by the Foy Pump Station, which is located at the intersection of 5<sup>th</sup> Avenue NE and NE 145<sup>th</sup> Street (Mantchev, 2014). If the Foy Pump Station and the North City Pump Station (further East) are offline, the Bitter Lake Pump Station, located at Bitter Lake Reservoir, provides a backup source of water to the City of Shoreline (EES Consulting, 2012).

Water storage for the Aurora Square area is provided by the Richmond Highland Tanks, which are located at N 195<sup>th</sup> Street and Fremont Avenue (Mantchev, 2014). The Richmond Highland Tanks include one tank that can hold 1 million gallons of water, and another tank that can hold 2 million gallons of water (EES Consulting, 2012). Standby storage is provided by Bitter Lake Reservoir, which is located in Seattle (Mantchev, 2014).

### Water Demand

Table 3-20 shows the average annual consumption per household within the SPU service area with information broken down by City of Seattle consumers, wholesale consumers, and North City Water District consumers (Flory, 2014). The North City Water District is the water district that provides water to the areas in the City of Shoreline that are East of Interstate 5. Non-residential accounts include downtown office buildings, Nucor Steel, small convenience stores and many other businesses that range among those ranges.

**Table 3-20. Seattle Public Utilities Water Demand, 2013**

	<i>Residential Water Demand per Household (GPD)</i>		<i>Non-Residential Demand per Account (GPD)</i>
	<i>Single Family</i>	<i>Multifamily</i>	
City of Seattle	134	73	1,620
Wholesale	172	140	837
North City Water District	141	127	530

Source: SPU, 2013; BERK, 2014

Seattle Public Utilities (SPU) is able to provide water demand information for the City of Seattle, wholesale customers, and the North City Water District, as noted in Table 3-20. However, SPU does not have demand information available specifically for the portion of Shoreline it serves directly, which includes Aurora Square. Estimating future water demand for the Aurora Square site based on the aggregate City of Seattle data available from SPU would not be appropriate, as this data includes Downtown Seattle, which has a very different development pattern than Aurora Square. Future demand at Aurora Square is likely to be more similar to other areas of Shoreline (like the North City area), rather than Seattle. Therefore this EIS analyzes the planned action growth for the Aurora Square area using the multifamily demand factors for North City Water District, which serves the eastern portions of Shoreline. SPU's information for an area similar to Aurora Square shows a multifamily residential water demand of 127 gpd; this factor is used in the estimation of increased demand for Alternatives 2 and 3 in the impact analysis below.

Since it was not possible to determine how many people or square feet are served by a non-residential account, this analysis cannot determine by how much the non-residential demand per account will increase.

## Fire Flow

The City of Shoreline Fire Department follows the 2012 International Fire Code Requirements. According to the Fire-Flow Requirements for Buildings section of the International Fire Code, the following building types require hydrants with 8,000 gpm:

- Type IV and V-A: Greater than 191,401 SF
- Type IIB and IIIB: Greater than 138,301 SF
- Type V-B: Greater than 85,101 SF

A reduction in required fire-flow of 50% is allowed when the building is equipped with an approved sprinkler system. The fire hydrants around Aurora Square have a capacity of 4,000 gpm, which is able to meet the fire flow requirements for the additional 500,000 square feet of retail space and 1,000 residential units, provided that approved sprinklers are installed during construction.

## Sewer

The City of Shoreline currently receives sewer services from the Ronald Wastewater District. The Ronald Wastewater District provides wastewater services in the City of Shoreline and to unincorporated Snohomish County (CHS Engineers, 2010). The District presently serves an area of approximately 6,870 acres and over 99% of the City of Shoreline's 54,320 residents

The Ronald Wastewater District sewer system in whole consists of 16 lift stations, 21 individual grinder pumps and 190 miles of 6 to 30 inch diameter sanitary sewer mains (CHS Engineers, 2010).

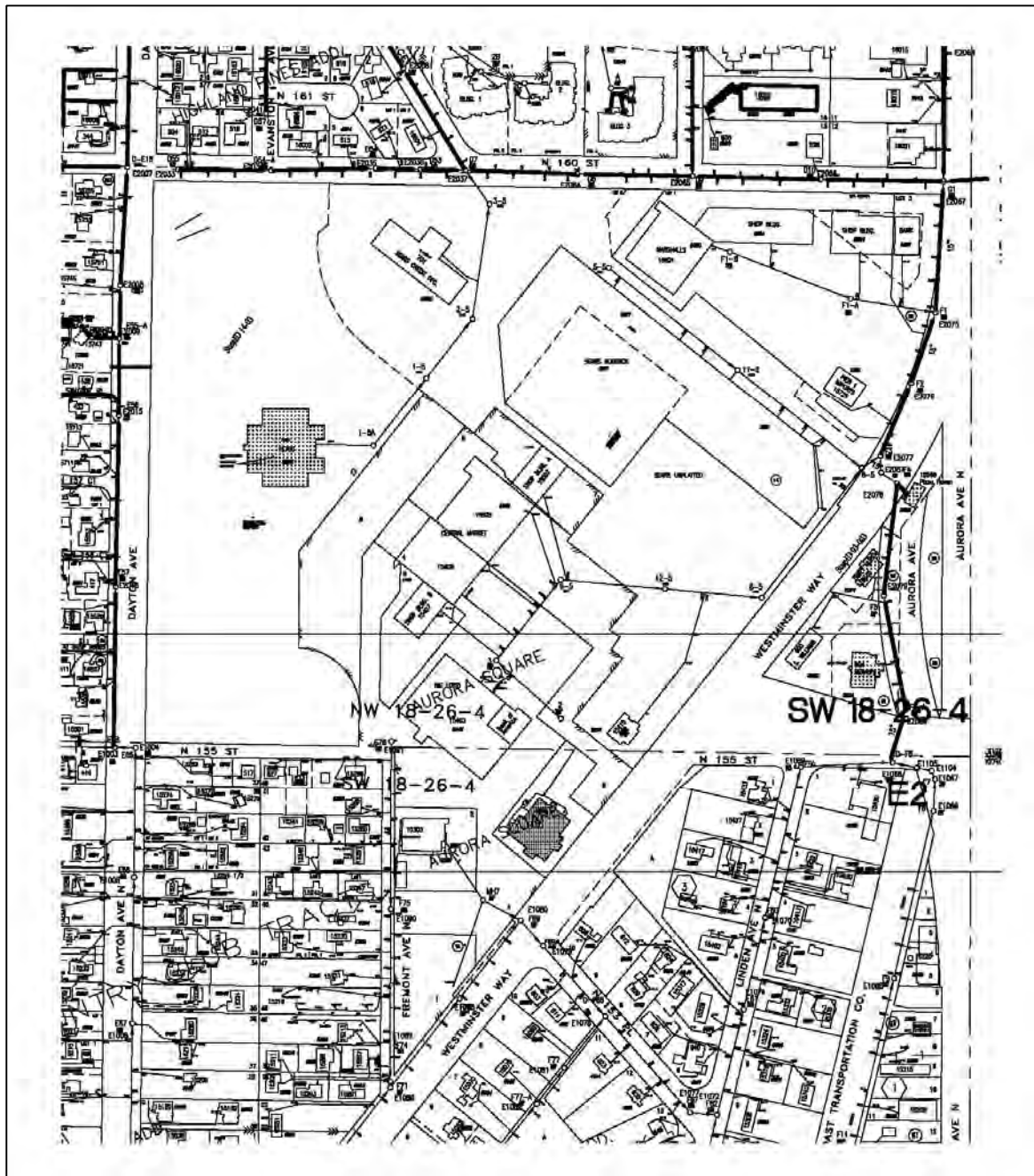
The City of Shoreline is in the process of establishing an inter-local agreement with the Ronald Wastewater District to unify sewer services, which is anticipated to occur in October 2017 (City of Shoreline, 2014).

## Sewer Infrastructure

Sewer infrastructure within the vicinity of the Aurora Square study area includes the following (see Figure 3-28):

- 15" main on Aurora Avenue
- 8" mains within Aurora Square

Figure 3-28. Sewer System in Aurora Square Vicinity



Source: Ronald Wastewater District, 2014.

## Treatment

The wastewater is collected and treated at two different wastewater treatment facilities – the City of Edmonds' treatment plant and King County's West Point treatment plant (CHS Engineers, LLC, 2010).



## Sewer Demand

The Ronald Wastewater District Sewer Comprehensive Plan, last updated in 2010, established that the district had an average residential demand of 85 gallons per capita per day (CHS Engineers, LLC, 2010).

## Capital Improvement Projects

The 2010 Ronald Wastewater District Sewer Comprehensive Plan listed the Aurora Avenue North Sanitary Sewer Improvement project as a planned capital improvement project (CHS Engineers, LLC, 2010). It was estimated to cost \$832,000 and the improvement was planned for 2019 and would be funded with bonds (CHS Engineers, LLC, 2010). The project has not entered the planning stage yet, and was based on a capacity study using city growth projections at the time.

The City of Shoreline is in the process of working with the Ronald Wastewater District to enter into an Interlocal Operating Agreement to unify sewer services, which is anticipated to occur in October 2017 (City of Shoreline, 2014).

## Significant Impacts

### Impacts Common to All Alternatives: Water

## Water Demand

Development in the Aurora Square study area will generate additional population and employment, which would increase demand for water services. As part of a King County Buildable Lands Report (2014), the City of Shoreline assumes each employee is equal to 300 square feet of commercial space, and the 2008-2012 US Census indicates that the average household size in Shoreline is 2.4 persons. These assumptions are applied to the space and dwelling unit estimates of the alternatives in Table 3-21 to estimate the current and projected population and employment in the Aurora Square study area.

**Table 3-21. Projected Increase in Population and Employment by Alternative**

Alternative	Projected Net Residential Units	Projected Net Commercial Development	Population Established (Net)	Total Population	Employment Established (Net)	Total Employment
Alternative 1		-	7	7	1,528	1,528
Alternative 2	500	250,000	1,220	1,227	833	2,361
Alternative 3	1000	500,000	2,440	2,447	1,667	3,195

Source: City of Shoreline Transportation Master Plan 2010, King County Buildable Lands Report 2014, US Census, 2008-2012; BERK, 2014

Based on the estimated population associated with the net increase in dwelling units, the increase in residential average annual demand is shown in Table 3-22.

**Table 3-22. Projected Increase in Residential Average Annual Demand for Water**

	Projected Net Units	Increase in Demand (gpd)
Alternative 1	0	0
Alternative 2	500	63,500
Alternative 3	1,000	127,000

Source: SPU, 2013; BERK, 2014.

Presently there are 16 parcels with multiple businesses in the Aurora Square study area. It is not possible to know how many accounts or commercial businesses will develop the Aurora Square study area under the alternatives. It is likely that the demand will be similar to the North City Water District

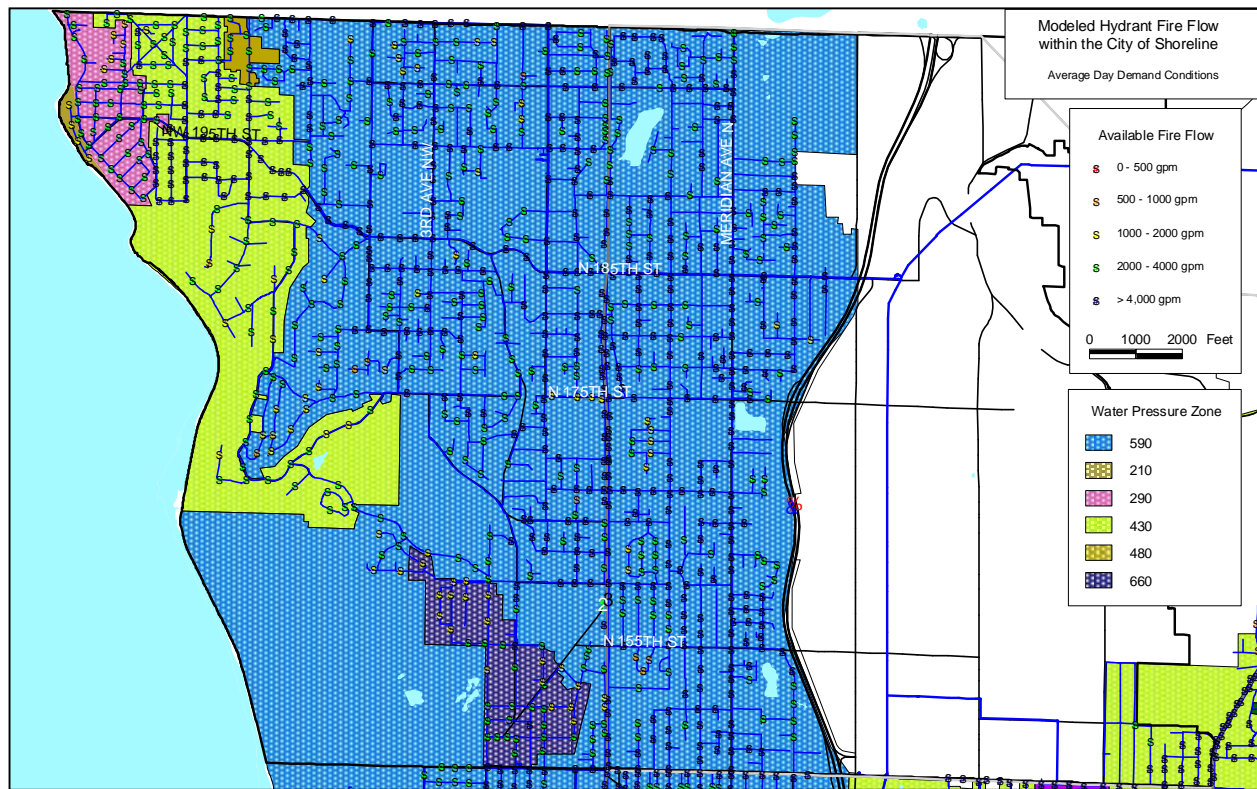
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demand, which is 530 gallons per account per day. The North City Water District provides water to the City of Shoreline that is East of Interstate 5. While it is not possible to determine approximately how many gallons per day would be used for commercial purposes in the area, it is anticipated that the number of accounts would increase under the action alternatives with the greater number of accounts likely under Alternative 3 Planned Growth and a moderate increase in accounts under Alternative 2 Phased Growth.

**Fire Flow**

The required fire flow and flow duration for buildings that are larger than 85,101-191,401 square feet depending on building type<sup>8</sup> is 8,000 gallons per minute (International Code Council, 2012). There is a reduction of 50% when the building is equipped with an approved automatic sprinkler system. Figure 3-29 below shows that the Aurora Square Area is equipped with hydrants that have available fire flow that is greater than 4,000 gallons per minute.

**Figure 3-29. Modeled Hydrant Fire Flow within the City of Shoreline**



Source: SPU, 2012; BERK, 2014.

**Alternative 1 No Action: Water**

Alternative 1, assuming the study area is utilized fully, would support 1,528 employees. The current water system has the capacity to support the building space fully occupied with water services.

**Alternative 2 Phased Growth: Water**

Alternative 2 will generate an additional 1,220 residents, and 833 net employees. That will add an additional 63,500 gallons per day to the water demand for residential usage. It is not possible to generate the commercial demand at this time. However, SPU was contacted with a description of the

<sup>8</sup> Larger than 191,401 square feet (Type IV and V-A buildings), 138,301 square feet (Type IIB and IIIB buildings), 85,101 square feet (Type V-B buildings).



growth under Alternative 2, and SPU has indicated the current water system has the capacity for this growth (Mantchev, 2014).

### Alternative 3 Planned Growth: Water

Alternative 3 will generate an additional 2,440 residents, and 1,667 net employees. That will add additional 127,000 gallons per day to the water demand for residential usage. SPU was contacted with a description of the growth under Alternative 3, and SPU has indicated the current water system has the capacity for this growth (Mantchev, 2014).

### Impacts Common to All Alternatives: Sewer

The Ronald Wastewater District Comprehensive Plan established that the district has an average residential demand of 85 gallons per capita per day (gpcd). The Comprehension Plan also establishes equivalent commercial/ business population densities, i.e. 108 employees per acre is equivalent to 25 residents per acre. Using this ratio and the average annual residential demand, the average annual commercial demand is approximately 4.32 gpcd (see Table 3-23). This is an approximation and it is recognized that usage would fluctuate among different businesses.

**Table 3-23. Increased Sewer Demand by Alternative**

	<i>Expected Commercial</i>		<i>Expected Residential</i>	
	<b>Employment Estimate</b>	<b>Increased Demand (gpd)</b>	<b>Projected Net Units</b>	<b>Increased Demand (gpd)</b>
Alternative 1	1,528	6,601	0	0
Alternative 2	833	3,600	500	42,500
Alternative 3	1,667	7,200	1,000	85,000

Source: Ronald Wastewater Sewer District, 2010; BERK, 2014.

The additional potential commercial and residential development will cause a greater demand on the sewer system. According to the Ronald Wastewater District, there is current capacity in the system (Proffitt, 2014). Additionally, the Ronald Wastewater District 2010 Sewer Comprehensive Plan lists the Aurora Avenue North Sanitary Sewer Improvement project as planned for 2019. As the demand in the area grows, these capital improvements will be beneficial.

Currently, the sewer mains within Aurora Square are privately owned and any upgrades will require coordination. However, as a practice, the Wastewater District takes control of sewer mains of a certain size. The Ronald Wastewater District would take control of private sewer mains when the sewer main is larger than 8 inches (Proffitt, 2014). The City of Shoreline would generally take control of private sewer mains when the sewer main is larger than 6 inches (Relph, 2014). If updates are made to the private sewer mains within Aurora Square, some of them would be larger than 8".

If the current 8" sewer mains are updated to bigger mains, they would be in the category of when either the Ronald Wastewater District or the City of Shoreline would take control of private lines.

### Alternative 1 No Action: Sewer

Currently, the commercial space within Aurora Square is not fully utilized. At present, the study area is estimated to contain 1,528 employees, which at standard rates would have an average annual commercial demand of 6,601 gallons per day (gpd). The City's Transportation Master Plan estimates 3 existing dwelling units in the Transportation Analysis Zones encompassing the Aurora Square Study Area, but Alternative 1 assumes no net increase in dwellings. The overall average annual demand is estimated to be 6,601 gpd.

### Alternative 2 Phased Growth: Sewer

Alternative 2 would create an additional 833 employees beyond the No Action level, which will increase the average annual commercial demand to 3,600 gpd, and 500 projected net residential units, which would increase the average annual residential demand to 42,500 gpd. The overall average annual

increase to demand will be 46,100 gpd. The Ronald Wastewater District estimates sufficient capacity to serve the added growth.

### Alternative 3 Planned Growth: Sewer

Alternative 3 would create an additional 1,667 employees beyond the No Action level, which will increase the average annual commercial demand to 7,200 gpd, and 1,000 projected net residential units, which would increase average annual residential demand to 85,000 gpd. The overall average annual increase to demand will be 92,200 gpd. The Ronald Wastewater District estimates sufficient capacity to serve the added growth.

## Mitigation Measures

### Incorporated Plan Features

#### Water

None.

#### Sewer

The Aurora Square Community Renewal Area Plan promotes the use of an eco-district. The CRA describes the eco-district as follows: Exceptional environmental wins are achieved when clusters of buildings work together to achieve sustainability in a 'eco-district.' The Aurora Square CRA provides sufficient size to experience economies of scale with cost-effective facilities and infrastructure, whether they be treating storm or waste water, providing clean power, or achieving other environmental goals.

This could result in private development taking advantage of heat recovery from wastewater systems. The City is allowing a density of development that could result in a cost effective scale of development for such heat recovery systems. Example developments in North Vancouver and Richmond, British Columbia, and elsewhere are potential models.<sup>9</sup>

### Applicable Regulations and Commitments

#### Water

SPU has adopted a water system plan and considered City of Shoreline Zoning as of 2012 to help determine system needs; city zoning indicated a mixed use designation for the subject property (SPU Water System Plan 2013). SPU design standards indicate that fire flow is determined based on the City's Fire Code and considered when issuing Water Availability Certificates. SPU will determine availability of services at the time of development (i.e. Certificates of Availability).

Shoreline implements Chapter 20.60 SMC, Adequacy of Public Facilities, and requires adequate water supply and fire protection. Shoreline also implements Chapter 13.05 SMC, Water and Sewer Systems Code, and applies King County codes and standards.

#### Sewer

Currently, new development is required to pay a general facilities fee of \$2,506/ unit by the Ronald Wastewater District.

Shoreline implements Chapter 20.60 SMC, Adequacy of Public Facilities, and requires adequate sewer disposal.

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<sup>9</sup> The City of Richmond is adding such a system in a downtown theater: <http://www.sewageheatrecovery.com/wp-content/uploads/2014/05/City-of-Richmond-Gateway-Theatre-report.pdf>. A North Vancouver multifamily development of 60 townhomes includes a sewage heat recovery system: <http://www.sewageheatrecovery.com/wp-content/uploads/2014/01/Case-Study-Issue-01-SEVEN35.pdf>.

## Other Potential Mitigation Measures

### Water

The current water system infrastructure and supply are able to meet the additional residential and employment need. The water mains inside the study area are owned privately, and there would need to be coordination if the privately owned water mains need to be extended.

### Sewer

Sewer mains within Aurora Square are privately owned, and any upgrades will require coordination. However, as a practice, the Wastewater District takes control of sewer mains of a certain size. The Ronald Wastewater District explained that they take control of private sewer mains when the sewer main is larger than 8 inches. The City of Shoreline stated that they would generally take control of private sewer mains when the sewer main is larger than 6 inches. If updates are made to the private sewer mains within Aurora Square, some of them would be larger than 8”.

The City’s capital plans, system development charges, and standards regarding assumption of private lines will be established after 2017 when the system is unified within City services.

## Significant Unavoidable Adverse Impacts

### Water

The current water system has the infrastructure and the supply for this increased demand. With mitigation measures to assure adequate facilities at the time of development, no significant unavoidable adverse impacts are anticipated.

### Sewer

With the proposed improvements to the sewer mains, the sewer system can meet the increased demand associated with the alternatives. With mitigation measures to assure adequate facilities at the time of development, no significant unavoidable adverse impacts are anticipated.

## 3.6 Schools and Parks

### Affected Environment

#### Parks

##### Existing Services

Based on the City's Parks, Recreation, and Open Space Plan (PROS Plan, 2011), the City of Shoreline owns 404 acres of parks and recreational land and facilities. Based on a Geographic Information System (GIS) analysis the nearest recreational facilities to the study area include the following:

- **The Richmond Highlands Park and Recreation Center:** The area includes a 4.2 acre Community Park and a 6,650 square foot special use recreation center. The Center is home to many City of Shoreline programs aimed at tweens and teens, specialized recreation, and a variety of other programs. Special features of the Center include a small gym with stage, game room with billiard and ping pong tables, meeting room with kitchen, additional ball field, and playground equipment. The special use recreation center can be rented out Saturdays and Sundays.
- **Shoreview Park:** Shoreview Park is a 47.1 acre large urban park that is adjacent to Shoreline Community College and Boeing Creek Park. The park includes a wooded natural area with trails, a playgrounds, picnic tables, baseball and softball field, soccer field, and tennis courts.
- **Darnell Park:** Darnell Park is a 0.8 acre natural area that is adjacent to the Interurban Trail. The Interurban Trail is a trail that runs from Everett, WA to the Seattle neighborhoods of Bitter Lake and Greenwood. The site is currently underdeveloped due to its location and its use as a surface water drainage area.

Other parks that include Aurora Square in their service areas are:

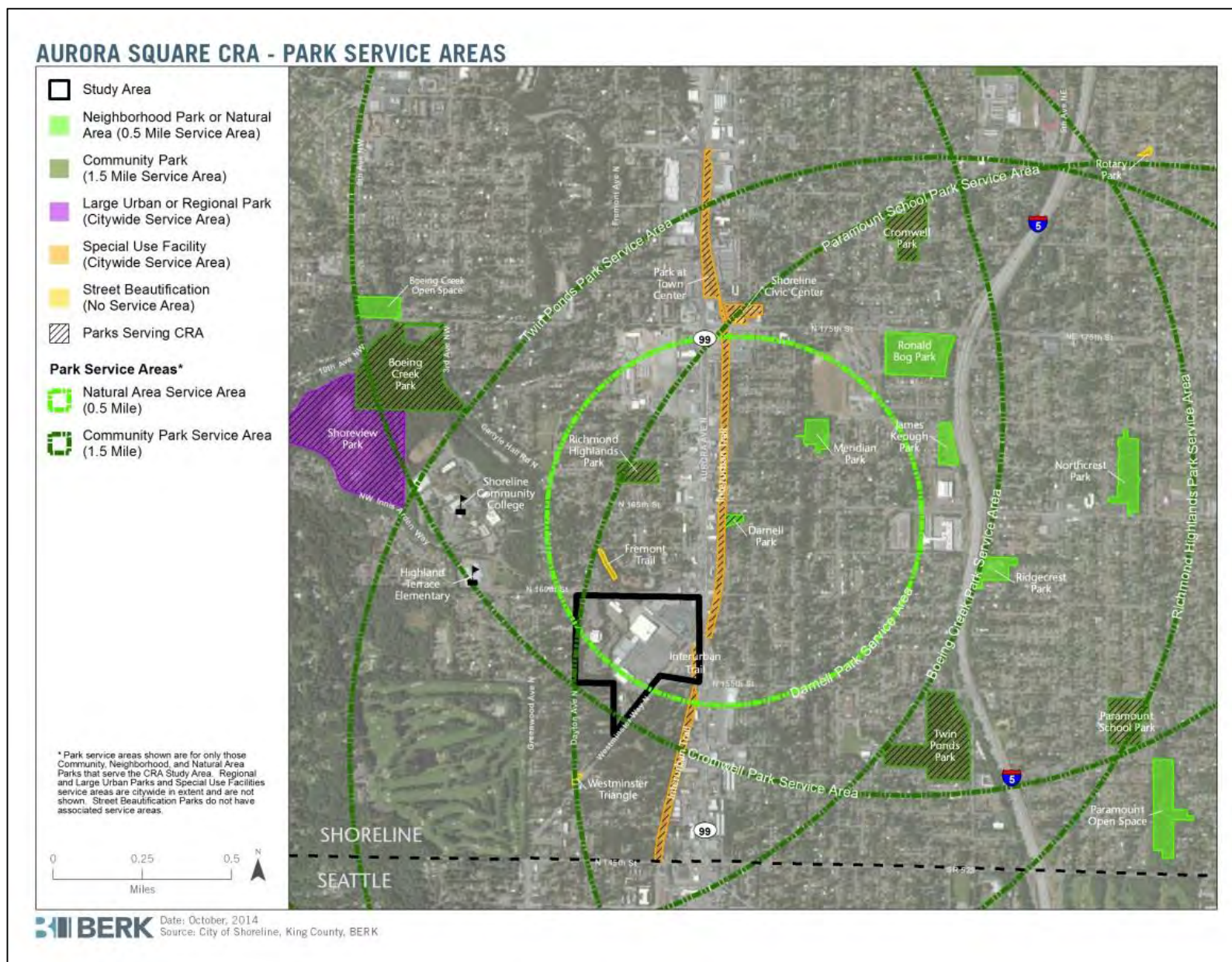
- **Community Parks:** Twin Ponds Park, Paramount School Park, Cromwell Park, and Boeing Creek Park.
- **Large Urban Parks:** Hamlin Park
- **Regional:** Richmond Beach Saltwater Park
- **Special Use Facilities:** Interurban Trail, Kruckeberg Botanic Garden, N 195<sup>th</sup> St Trail, Park at Town Center, and Shoreline Civic Center
- **Street Beautification Areas:** Fremont Trail, Westminster Triangle

The Seattle Golf Course is also located close to the study area; however, it is a private club, which requires a membership.

See Figure 3-30 for nearby parks and recreation facilities.



Figure 3-30. Aurora Square Park Service Areas



Source: City of Shoreline, 2014; BERK, 2014.



## Parks Level of Service

As noted in the City of Shoreline Comprehensive Plan 2012, the City of Shoreline has adopted Level of Service Standards for access to park and recreation facilities as shown in Table 3-24.

**Table 3-24. City of Shoreline Parks in Proximity to Aurora Square**

Park Classification	Service Area in Miles	Park nearest Aurora Square	Level of Service (LOS) Standard	
			Distance from Aurora Square	Meets LOS Standards
Regional Parks	Citywide	Richmond Beach Saltwater Park	2.2 miles	Yes
Large Urban Parks	Citywide	Shoreview Park	0.9 miles.	Yes
Special Use Facilities	Citywide	Richmond Highlands Recreation Center	0.5 miles	Yes
Community Parks	0.5 mile	Richmond Highlands Park	0.5 miles	Yes
Neighborhood Parks	0.5 mile	James Keough Park	1.0 miles	No
Natural Areas	0.5 mile	Darnell Park	0.4 miles	Yes
Street Beautification	None	Fremont Trail	0.06 miles	Yes

Source: City of Shoreline 2011; BERK, 2014

The City's PROS Plan indicates that based on the National Recreation and Parks Association (NRPA) service standards much of the City of Shoreline is deficient in Neighborhood Parks. The PROS Plan indicates that if school sites are indicated in the LOS, which is a more flexible Amenity Driven Approach, the Neighborhood Park LOS would be met. The closest school site to Aurora Square is Highland Terrace Elementary School, which is approximately 0.3 miles from Aurora Square. Highland Terrace does fall in the Neighborhood Parks service area of 0.5 mile; therefore, if the Amenity Driven Approach was used, the LOS for all parks would be met.

## Recommended Improvement Projects

The Shoreline PROS Plan recommends capital improvement projects for the following parks near the Aurora Square study area – Darnell Park, Richmond Highlands Park and Recreation Center, and Shoreview Park as shown in Table 3-25.

The projects are suggested over the following phases: short-term priority over one to six years; mid-term priority over seven to twelve years; and long-term priority over thirteen to twenty years.

**Table 3-25. Parks Capital Improvement Projects – Parks Serving Aurora Square**

Short Term Priority	Mid-Term Priority	Long-Term Priority
<b>Richmond Highlands Recreation Center</b> Newly renovated bathrooms: \$150,000 Install retractable basketball hoops: \$2,000	<b>Richmond Highlands Recreation Center</b> Expand stage and add storage: \$50,000 Cost-Benefit Analysis for replacement: \$25,000	<b>Darnell Park</b> Interpretive Signage: \$5,000 Park entry sign: \$4,000 Habitat restoration: \$3,000
<b>Richmond Highland Park</b> On-street way-finding signage: \$5,000	<b>Richmond Highlands Park</b> Backstop replacement: \$80,000 Fencing upgrades along east side: \$10,000	<b>Richmond Highlands Recreation Center</b> Interpretive signage: \$2,000 Repair, replace interior systems including HVAC, plumbing, electrical, floorings and flourishing: to be determined
<b>Shoreview Park</b> Lower field backstop and dugout stops: \$50,000 Tennis court resurfacing: \$30,000 On-street way-finding signage: \$5,000	<b>Shoreview Park</b> Master Plan/ Phase I: \$200,000+ Renovate dirt soccer field: \$1,500,000 Add picnic tables/ shelter: \$75,000 Invasive vegetation removal 5k-10k year: \$50,000 Park entry improvements: \$10,000 Add spectator seating at the tennis courts: \$10,000	<b>Richmond Highlands Park</b> Improve parking and entry at 167 <sup>th</sup> / Linden: \$75,000 Drinking foundation field I, benches and soccer goals: \$8,000 Picnic table and bench by play area: \$4,000
		<b>Shoreview Park</b> Dog-off Leash Area Access Site Plan: \$100,000 Entry sign replacement: \$4,000

Source: City of Shoreline 2011; BERK, 2014

## Onsite Open Space Standards

Under SMC 20.50.240 Site Design, Subsection G, the City requires multifamily open space:

### *G. Multifamily Open Space.*

*All multifamily development shall provide open space;*

- a. Provide 800 square feet per development or 50 square feet of open space per dwelling unit, whichever is greater;*
- b. Other than private balconies or patios, open space shall be accessible to all residents and include a minimum lineal dimension of six feet. This standard applies to all open spaces including parks, playgrounds, rooftop decks and ground-floor courtyards; and may also be used to meet walkway standards as long as the function and minimum dimensions of the open space are met;*
- c. Required landscaping can be used for open space if it does not obstruct access or reduce the overall landscape standard. Open spaces shall not be placed adjacent to service areas without full screening; and*
- d. Open space shall provide seating that has solar access at least a portion of the day.*

The City's commercial site design standards at SMC 20.50.240 Site Design, Subsection F, require public places within commercial portions of development at a rate of four square feet of public place per 20 square feet of net commercial floor area up to a public place maximum of 5,000 square feet.

## Schools

The Shoreline Public School District provides public education services to the cities of Shoreline and Lake Forest Park (Shoreline Public Schools, 2014). The district has nine elementary schools, two middle schools, two high schools, a Kindergarten (K) through Grade 8 school, a Pre-K and Extended Day Children's Center, and a Home Education Exchange (Shoreline Public Schools, 2014).

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Students in proximity to the Aurora Square study area are zoned to attend Parkwood Elementary School, Einstein Middle School, and Shorewood High School (Shoreline Public Schools, 2014).

The Office of Superintendent of Public Instruction (OSPI) 2013-14 Shoreline School District enrollment was as follows:

Elementary School (K-6<sup>th</sup> Grade): 4,677

Middle School (7<sup>th</sup>-8<sup>th</sup> Grade): 1,395

High School (9<sup>th</sup>-12<sup>th</sup> Grade): 2,759

Total (K-12<sup>th</sup> Grade): 8,831

For the 2013-14 school year, the school district had a total of 8,831 students. OSPI projects that overall student enrollment will increase to 10,213 in 2019, an increase of 15.6% over current enrollment (OSPI, 2014).

The OSPI Report Card stated that the Shoreline School District had 509 classroom teachers in the 2013-14 school year (OSPI, 2014). The current student to teacher ratio is 17.3 students for every classroom teacher (OSPI, 2014).

### **Capital Improvements**

The Shoreline School District implemented the following capital improvement projects for Parkwood Elementary School and Einstein Middle School from 2007 through 2014 (Miller, 2014):

- Parkwood Elementary School
  - Roof upgrade (2007)
  - Fire Alarm upgrade (2009)
  - Exterior painting (2009)
  - Play field renovation (2013)
- Einstein Middle School
  - Athletics field renovation (2009)
  - Exterior painting (2011)
  - Fire alarm upgrade (2014)

Shorewood High School is a new high school in the Shoreline School District that opened in the fall of 2013 with a capacity of 1600 students. There are currently no capital improvement projects for Shorewood High School (Miller, 2014).

## **Significant Impacts**

### **Impacts Common to All Alternatives: Parks**

Population growth in the study area under Alternative 2 and Alternative 3 would generate increased demand for parks and recreational facilities and programs. Currently, the LOS for regional parks, large urban parks, special use facilities, community parks, and natural area parks are being met at the Aurora Square study area. Many of the parks within the Aurora Square service area are east of SR 99. Residents and employees at Aurora Square would have to cross SR 99 such as by the overpass at Westminster Way in order to access several parks.

The level of standard for Neighborhood Parks, a service area of half a mile, is currently not being met with the closest neighborhood park being a mile away. The Amenity Driven Approach is proposed in the PROS plan as a way to recognize the neighborhood recreation opportunities at schools. The closest school to Aurora Square is Highland Terrace Elementary School, which is approximately 0.3 miles away

**AURORA SQUARE PLANNED ACTION EIS  
AFFECTED ENVIRONMENT, SIGNIFICANT IMPACTS, AND MITIGATION MEASURES**

from Aurora Square. If the Amenity Driven Approach is followed, Highland Terrace is within the service area of a Neighborhood Park.

The City of Shoreline Municipal Code will require private open space for residential and mixed-use developments. Depending on the alternative and the number of bedrooms of each dwelling unit, the developer would need to provide on-site open space. Table 3-26 reviews the range of private open space that would be required by alternative.

**Table 3-26. Open Space Requirements by Alternatives**

Type of Dwelling Unit	Alternative 1 (SF)	Alternative 2 (SF)	Alternative 3 (SF)
<b>Multifamily open space</b>			
50 square feet per dwelling unit	0	25,000	50,000
<b>Commercial Space</b>			
4 square feet of public place per 20 square feet of net commercial floor area	0	50,000 total 10 spaces of 5,000 sf maximum	100,000 20 spaces of 5,000 sf maximum

Source: City of Shoreline Municipal Code, 2014; BERK, 2014

Further some of the space would likely include general open space of about 800 square feet per development or 50 square feet per unit, whichever is greater. That would total a minimum of 25,000 square feet for Alternative 2 and 50,000 square feet for Alternative 3. Except for age-restricted units, playgrounds would also be required.

### Alternative 1 No Action: Parks

The No Action Alternative would not increase resident population in the study area and would therefore not contribute significantly to the citywide demand for parks and recreational facilities.

### Alternative 2 Phased Action: Parks

The Phased Action Alternative will increase resident population in the study area and would create more demand for parks and recreational facilities and programs. The new residential units would require 25,000 square feet of open space. Commercial development would provide 50,000 square feet of public space in conjunction with commercial spaces.

### Alternative 3 Planned Growth: Parks

The Planned Growth Alternative will increase resident population in the study area and would create more demand for parks and recreational facilities and programs. The new residential units would require 50,000 square feet of open space. Additional multifamily open space would be provided, and may overlap onsite recreation space. Commercial development would provide up to 100,000 square feet of public places.

### Impacts Common to All Alternatives: Schools

Future residential development in the study area would increase demand for school services through the introduction of new families and students. The Office of Financial Management (OFM) estimates that in 2013, the Shoreline School District had an estimated 27,016 occupied housing units. Using the OSPI October 1<sup>st</sup>, 2013 student population numbers, the Shoreline School District has the following student generation rates:

- Elementary School Students (K-6<sup>th</sup> grade): 0.17/ housing unit
- Middle School Students (7<sup>th</sup>-8<sup>th</sup> Grade): 0.05/ housing unit
- High School Students (9<sup>th</sup>-12<sup>th</sup> Grade): 0.10/ housing unit

If carrying forward observed student generation rates, the number of students estimated by alternative is shown in Table 3-27.

**Table 3-27. Number of School Students Generated by Alternative, 2013**

	<b>Alternative 1: No Action</b>	<b>Alternative 2: Phased Growth</b>	<b>Alternative 3: Planned Growth</b>
Elementary School Students (K-6 <sup>th</sup> Grade)	0	85	170
Middle School Students (7 <sup>th</sup> -8 <sup>th</sup> Grade)	0	25	50
High School Students (9 <sup>th</sup> -12 <sup>th</sup> Grade)	0	50	100

Source: OFM, 2013; OSPI, 2013; BERK, 2014.

The current student to teacher ratio is 17.3 students for every teacher. For the school district to maintain this ratio with the additional growth proposed in Alternatives 2 and 3, additional teachers may be needed.

It should be noted that multifamily developments typically generate fewer students per household than single family units. Multifamily units are proposed at the Aurora Square site. Using an average generation rate across all units is a conservative assumption for purposes of this EIS.

### Alternative 1 No Action: Schools

The No Action Alternative will keep the study area as office and retail development. There would be no additional demand for educational services generated, and there would be no adverse impacts on local schools.

### Alternative 2 Phased Action: Schools

Based on the number of proposed residential units and the District's student generation rate, Alternative 2 would result in 85 elementary school students, 25 middle school students, and 50 high school students. In order to maintain the current student to teacher ratio, the Shoreline School District would need to hire an additional 10 teachers and provide associated classroom space. However, depending on the timing of growth and the capacity of the system at the time, the School District may be able to absorb the growth.

### Alternative 3 Planned Growth: Schools

Based on the number of proposed residential units and the District's student generation rate, Alternative 3 would result in 170 elementary school students, 50 middle school students, and 100 high school students. In order to maintain the current student to teacher ratio, the Shoreline School District an additional 19 teachers and space may be needed. However, depending on the timing of growth and the capacity of the system at the time, the School District may be able to absorb the students.

## Mitigation Measures

### Incorporated Plan Features

The Planned Action includes a proposed bike path from Aurora Square westward to the Shoreline Community College and nearby Highland Terrace Elementary School both of which have recreation facilities.

### Applicable Regulations and Commitments

In SMC 20.50.240 Site Design, Subsection G, the City requires multifamily open space at a rate of 50 square feet per dwelling unit and a minimum of 800 square feet.

The City's commercial site design standards at SMC 20.50.240 Site Design, Subsection F, require public places within commercial portions of development at a rate of four square feet of public place per 20 square feet of net commercial floor area up to a public place maximum of 5,000 square feet.



## Other Potential Mitigation Measures

### Parks

The City of Shoreline does not charge park impact fees. The City of Shoreline could use a fee in lieu approach to redirect a portion of the onsite open space towards a more centrally located public space within or adjacent to the Aurora Square property. This approach is used in urban downtown neighborhoods in Burien and Redmond as shown in Table 3-28.

**Table 3-28. Example Common and Private Open Space Standards**

Jurisdiction / Zone	Threshold	Private Open Space	Common Open Space	Fee-In Lieu
<b>Burien</b>				
Downtown Commercial (DC) zone	4 multifamily units or more	Total amount of required private and common recreation space 260 sf/du		20 du + development can reduce on-site space by 50% and pay fee in lieu, annually calculated by formula – proposed dwellings X average land value per acre X the current ratio of citywide needed park acres per dwelling unit x 150%.
<b>Redmond</b>				
Downtown Residential Usable Open Space	All residential development	Patio – 80 sf/du Balcony – 50 sf/du	100 sf/du, up to max 20% of site Min total area 200 sf Not required for developments with 200 sf/du of private open space Can substitute indoor recreation space	Up to 50% of units can forego private open space and pay fee in lieu at 50% of park impact fee. Can pay in lieu fee for each 100 sf of common open space for parkland purchase and improvements in Downtown at 50% of park impact fee.

Notes: sf = single family; du = dwelling unit

Source: Code Publishing Company; BERK Consulting 2013

### Schools

Both Alternative 2 and 3 would generate additional elementary, middle school and high school students to the Shoreline School District. The District is in the process of developing a Capital Facilities Plan to guide improvements to serve growth (Miller, 2014). The City of Shoreline does not charge school impact fees. The plan may be the basis for charging impact fees in the future.

## Significant Unavoidable Adverse Impacts

Future population and employment growth in the study area will continue to increase demand for parks and school public services on a local level. With application of mitigation measures no significant unavoidable adverse impacts are anticipated.



## 4.0 REFERENCES

### 4.1 Personal Communication

- Flory, Bruce. Seattle Public Utilities, September 30, 2014. Personal Communication, Bruce Flory, Principal Economist, with Tashiya Gunsekera, BERK.
- Mantchev, Eugene. Seattle Public Utilities, September 24, 2014. Personal Communication, Eugene Mantchev, Professional Engineer, with Tashiya Gunsekera, BERK.
- Miller, Marla. Shoreline School District, October 2, 2014. Personal Communication, Marla Miller, Deputy Superintendent, with Tashiya Gunsekera, BERK.
- Proffitt, Brent. Ronald Wastewater District, September 16, 2014. Personal Communication, Brent Proffitt, City Planner/ Public Works, with Tashiya Gunsekera, BERK.
- Relph, Mark J. City of Shoreline. September 19, 2014. Personal Communication, Mark J. Relph, Public Works Director, with Tashiya Gunsekera, BERK.

### 4.2 Printed References

- Berry Neon Sign Systems. 2012. Full Monument with Full Color LED Message Display Model. Everett, WA.
- CHS Engineers, LLC. Ronald Wastewater District Comprehensive Sewer Plan. January 2010.
- City of Shoreline. 2013. Aurora Square Community Renewal Area (CRA) Plan. Shoreline, WA.
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- City of Shoreline. 2011. 2011 Transportation Master Plan. Shoreline, WA.
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- OSPI Report Card, 2014. Shoreline School District. Accessed on September 19, 2014.  
<http://reportcard.ospi.k12.wa.us/summary.aspx?groupLevel=District&schoolId=115&reportLevel=District&year=2013-14>
- Seattle Public Utilities. 2012. 2013 Water System Plan, Volume I, July 2012.
- Seattle Public Utilities. 2012. 2013 Water System Plan, Volume II Appendices, July 2012.

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REFERENCES**

Seattle Public Utilities, Water System Overview. Accessed on September 16, 2014.

<http://www.seattle.gov/util/MyServices/Water/AbouttheWaterSystem/WaterSystemOverview/index.htm>.

Shoreline Public Schools, Accessed on September 19, 2014. <http://www.shorelineschools.org/>

## 5.0 DISTRIBUTION LIST

### 5.1 Federal Agencies

National Marine Fisheries Service

United States Army Corps of Engineers

### 5.2 Tribes

Muckleshoot Indian Tribe Fisheries Division

Tulalip Tribe Department of Natural Resources

Tulalip Tribal Council

### 5.3 State and Regional Agencies

King County Department of Development and Environmental Services

King County Department of Natural Resources and Parks

Puget Sound Clean Air Agency

Puget Sound Regional Council

Snohomish County Planning and Development Services

Washington State Department of Commerce

Washington State Department of Ecology

Washington State Energy Facility Site Evaluation Council (EFSEC)

Washington State Department of Fish and Wildlife

Washington State Department of Health

Washington State Department of Natural Resources

Washington State Parks and Recreation Commission

Washington State Department of Transportation

### 5.4 Services, Utilities, and Transit

CleanScapes, Inc.

Comcast Cable

King County Transit Division

King County Wastewater Treatment Division

North City Water District

Ronald Wastewater District

Seattle City Light

Seattle/King County Health Department

Seattle Public Utilities

Shoreline Fire Department



Shoreline School District

Sound Transit

## 5.5 Community Organizations

Parkwood Neighborhood Group

Thornton Creek Alliance

Thornton Creek Legal Defense Fund

## 5.6 Newspapers

The Seattle Times

## 5.7 Adjacent Jurisdictions

City of Bothell

City of Edmonds

City of Kenmore

City of Lake Forest Park

City of Lynnwood

City of Mountlake Terrace

City of Seattle

Town of Woodway

## 5.8 Individuals

Shoreline residents and businesses in the Aurora Square vicinity.

## APPENDIX A: SCOPING NOTICE





## Notice of SEPA Threshold Determination and Scoping Notice

The City of Shoreline proposes to adopt a Planned Action Ordinance for the area known as the Aurora Square Community Renewal Area (CRA). The CRA is generally located at Aurora Avenue N and N 155<sup>th</sup> Street. The current land uses within the CRA include low-rise commercial uses such as Sears and Central Market and offices for Washington State Department of Transportation. The CRA is zoned Mixed-Business (MB) which allows commercial, retail, multi-family housing and any mix of residential/commercial uses. The CRA Planned Action will consider transportation impacts generated from potentially changing circulation patterns onsite as well as potentially changing the configuration of adjacent roadways such as the re-channelization of N. 160<sup>th</sup> Street, improvements to the Aurora Avenue/N. 160<sup>th</sup> Street intersection, improvements to the Westminster Way/N. 155<sup>th</sup> Street intersection, and potentially creating an alternative access point on Aurora Avenue to the CRA. The CRA Planned Action will also consider transportation facilities for transit, pedestrians, and bicycles to support redevelopment; identifying opportunities for better pedestrian access to and from the CRA; opportunities and incentives for low-impact and eco-district improvements; examining the application of the City's stormwater standards as well as the potential for an off-site regional facility addressing stormwater quantity; providing exceptional signage and wayfinding for the site; and creating "windows" to the site that will allow better interaction between pedestrians and businesses.

**Scoping Comments:** Agencies, affected tribes, and members of the public are invited to comment on the scope of the Planned Action EIS. You may comment on EIS Alternatives, issues that should be evaluated in the EIS, probable significant adverse impacts, mitigation measures, and licenses or other approvals that may be required. The method and deadline for providing scoping comments is:

**Written Comments:** Provide written comments on the scope of the Planned Action EIS no later than 5:00 p.m. on September 4, 2014. Comments may be sent to the Lead Agency Contact Person, Steven Szafran, AICP, Senior Planner at the City of Shoreline Planning & Community Development Department, 17500 Midvale Ave N, Shoreline, WA 98133 or via e-mail at [sszafran@shorelinewa.gov](mailto:sszafran@shorelinewa.gov).

**Threshold Determination:** The City of Shoreline has determined that the proposal will have a probable significant adverse impact on the environment and is issuing a Determination of Significance

**Judicial Appeal:** Any interested person may appeal a Determination of Significance (DS). Per SMC 20.30.680(3), an appeal must be filed in writing and, along with the filing fee, be received by the City Clerk prior to 5:00pm, September 4, 2014. An appeal must conform to the procedures set forth in SMC 20.30, Chapter 4.

Copies of the threshold determination and more specific information on project are available for review at the City Hall, 17500 Midvale Avenue N.



Planning & Community Development

**STATE ENVIRONMENTAL POLICY ACT  
(SEPA)  
ENVIRONMENTAL CHECKLIST**

***Purpose of Checklist:***

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

***Instructions for Applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

*Public notice is required for all projects reviewed under SEPA. Please submit current Assessor's Maps/Mailing Labels showing:*

- Subject property outlined in red.
- Adjoining properties under the same ownership outlined in yellow.
- All properties within 500' of the subject property, with mailing labels for each owner.

**NOTE:** King County no longer provides mailing label services. Planning and Development Services can provide this for a fee or provide you instructions on how to obtain this information and create a mail merge document to produce two sets of mailing labels for your application.

***Use of Checklist for nonproject proposals:***

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply". IN ADDITION complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "propose," and "affected geographic area," respectively.

**17500 Midvale Avenue North, Shoreline, Washington 98133-4905**

Telephone (206) 801-2500 Fax (206) 801-2788 [pcd@shorelinewa.gov](mailto:pcd@shorelinewa.gov)

The Development Code (Title 20) is located at [mrsc.org](http://mrsc.org)



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BY APPLICANT

EVALUATION FOR  
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## A. BACKGROUND

1. Name of proposed project, if applicable:

**Aurora Square Planned Action**

2. Name of applicant:

**City of Shoreline**

3. Address and telephone number of application and contact person:

**City of Shoreline  
17500 Midvale Ave N  
Shoreline, Washington 98133  
(206) 801-2521**

**Dan Eernissee  
Economic Development Manager  
206.801.2218  
[deernissee@shorelinewa.gov](mailto:deernissee@shorelinewa.gov)**

4. Date checklist prepared:

**July 15, 2014**

5. Agency requesting checklist:

**City of Shoreline**

6. Proposed timing or schedule (including phasing, if applicable):

**Planned Action adoption fall 2014  
Implementing redevelopment to occur over a period of years**

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

**The City intends to implement the 2013 Aurora Square Community Area (CRA) Renewal Plan, which contains a series of public activities and investments.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

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**A Planned Action EIS will be prepared for the Aurora Square Planned Action.**

**The Planned Action EIS will be focused on land use, light and glare, transportation, utilities (stormwater, sewer and water), and public services (schools and parks). The analysis is being conducted in the context of previous SEPA documents, including:**

- **City of Shoreline Comprehensive Plan, Final Environmental Impact Statement, November 1998**
- **Comprehensive Plan, Final EIS, November 1998**
- **North City Sub-Area Plan Planned Action Final SEIS, June 2001**
- **Town Center Subarea Planned Action Final Supplemental EIS, July 2011**
- **Updates to the City of Shoreline Comprehensive Plan, DNS and SEPA Checklist, September 2004**
- **City of Shoreline Transportation Master Plan (TMP), Development Code and Comprehensive Plan Amendments, Determination of Non-Significance (DNS) and SEPA Checklist, September 2011**
- **2012 Update to the Shoreline Comprehensive Plan Determination of Nonsignificance (DNS), September 2012**
- **Commercial Zone Consolidation Analysis, September 2012.**

**The Planned Action EIS, will also be prepared in the context of adopted plans and regulations. The Shoreline Comprehensive Plan, functional plans (e.g. stormwater plans such as the Boeing Creek Basin Plan), and development regulations promote compact mixed use redevelopment where infrastructure is available, consistent with design standards, water quality and environmental protection regulations.**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If you, explain.

**None known.**

10. List any government approvals or permits that will be needed for your proposal, if known.

**The proposal is a phased development implementing current zoning and the Aurora Square CRA Renewal Plan. The City is anticipated to approve a Planned Action ordinance identifying thresholds of development and mitigation measures. The CRA Planned Action will also consider transportation facilities for transit, pedestrian, and bicycles to support redevelopment; identifying opportunities for better pedestrian access to and from the CRA; opportunities**

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**and incentives for low-impact and eco-district improvements; providing exceptional signage and wayfinding for the site; and creating “windows” to the site that will allow better interaction between pedestrians and businesses.**

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

**The City desires to facilitate growth consistent with the Aurora Square CRA Renewal Plan. The CRA is about 70 acres in size, and the intent is for a revitalized shopping center with entertainment, gathering spaces, and other community activities:**

*Imagine an open, green plaza in the center of Shoreline, filled with sunbathing and studying students, young families watching their children run and play, an elderly couple enjoying a Central Market picnic, dogs wagging their tails, actors practicing their lines, and the sound of college-age buskers singing with an occasional clink as coins fall into a hat.*

*This is the backdrop to the busy comings and goings of shoppers and lunching workers who relish the time of their day that allows them to visit the renewed Aurora Square shopping center. It is a “one-stop” convenient shopping solution that provides dining, nightlife, and healthy-lifestyle options. It is a community gathering place, where a leg stretching walking easily turns into a serendipitous rendezvous with friends.*

**The City of Shoreline is seeking public and private partners to help with select targeted investments in the Aurora Square CRA. The goal of the investment is to attract over \$200 million of private construction, to create a new job center, to generate many times the area’s current tax revenue, and to provide an attractive community gathering place.**

**The following list represents the projects identified to date:**

- **Master Planning the Site.** The Aurora Square area is owned by several different property owners, and only the city is in a position to undertake area-wide master planning through such tools as a Planned Action Environmental Impact

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- Statement. By taking a cohesive, area-wide approach to planning we will provide a vision of the opportunities a renewed center hold. In addition, we will be reassuring and even rewarding private enterprise when it builds.
- **A New Internal Trunk Road.** The connectivity challenges of Aurora Square need to be addressed with an internal trunk road that creates a smaller grid and connects currently underutilized parts of the site. The new road would connect the intersection of Westminster Way N and 155<sup>th</sup> through the site to 160<sup>th</sup>, thereby providing multi-modal connectivity. At the same time, the trunk road would provide the ideal place for stormwater, water, sewer, power, and fiber network infrastructure.
  - **Eco-District Improvements.** Aurora Square opened in 1967, long before environmentally responsible efforts such as stormwater management were known or appreciated. The Aurora Square area, though, represents enough critical mass that cost-effective regional eco-district infrastructure improvements can be achieved. This enables the possibility of cooperative, progressive approaches to stormwater, wastewater, solid waste, and energy generation that are not only symbolic, but also profitable.
  - **Transit-Oriented Development.** King County Metro has launched its *RapidRide* transit service on Aurora Avenue this year, and the Aurora Square area is ideally situated to take advantage of the investment with transit-oriented development. Possibilities for effective development include making Aurora Square the recognized and connected transit hub for the area, consolidate park-and-ride stalls located elsewhere, and building employment and residential structures onsite.
  - **Privatization of Surplus WSDOT Property.** The regional headquarters of WSDOT sits on over 15 acres of land. By simply building a parking structure, WSDOT's long-range expansion plans can be realized while still repurposing at least five surplus acres as a privately-owned job center. The parking structure could also provide complementary parking for the retail center during peak parking periods on weekends and evenings. The job center would ideally take advantage of Shoreline Community College's vocational training expertise and form the nucleus of a new industry cluster.
  - **Making Westminster Walkable.** The one internal road in the area, Westminster Way N, acts as a high-speed through-route that divides the center into two distinct sides. As a result, the smaller triangular property that fronts busy Aurora Avenue is cut off from the synergy of the anchor tenants to the west; as

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- a result, long-term vacancy has plagued the triangular property that should instead serve as the center's heart with its connectivity to bus rapid transit, the Interurban Trail, and the visibility of Aurora Avenue. Transforming Westminster Way N by changing it from a vehicle-oriented through-route into a quaint, pedestrian-friendly, store-lined village street will simultaneously reconnect the two sides of Westminster while providing attractive internal pedestrian connectivity for the entire center.
- **Providing an Entry for the College.** The stretch of N 160<sup>th</sup> Street between Aurora Ave N and Greenwood Ave N provides the entry for Shoreline Community College's 9,000+ students. However, it is both inhospitable to those who use it and without indication that it connects busy Aurora Avenue to such a valuable asset. Therefore, putting N 160<sup>th</sup> Street on a "road diet," installing bike and pedestrian amenities, and rebranding the street to reflect its importance will promote safer travel, energize the college, and bring valued shoppers directly to the Aurora Square area.
  - **Rebranding Aurora Square.** While "Aurora Square" is used currently as the working name for the area, rebranding will allow the area to reflect the renewed energy and direction of the center.

One of the mechanisms the City proposes to use to spur private development includes a Planned Action Environmental Impact Statement (EIS). A Planned Action provides more detailed environmental analysis during formulation of planning proposals rather than at the project permit review stage. The basic steps in designating a Planned Action are to prepare an EIS, designate the Planned Action area and projects by ordinance, and review permit applications for consistency with the ordinance (see RCW 43.21C.440 and WAC 197-11-164 to 172).

The proposed Planned Action Ordinance will be based on the Aurora Square Renewal Plan, which constitutes a phased conceptual master plan.

With redevelopment of the site, 500 to 1,000 additional residential units and about 500,000 square feet of additional retail and office space are anticipated. Two alternatives will be reviewed in the EIS. One alternative will evaluate maximum development potential and one alternative will evaluate a more moderate growth scenario.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a



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proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The study area is approximately 70 acres in size and located at the intersection of N. 155th Street & Aurora Ave N. A study area map is provided below. The site is bounded by N 160<sup>th</sup> Street to the north, Aurora Avenue N to the east, Westminster Way, Fremont Avenue N and N 155<sup>th</sup> Street to the South, and Dayton Avenue N to the west.



TO BE COMPLETED  
BY APPLICANT

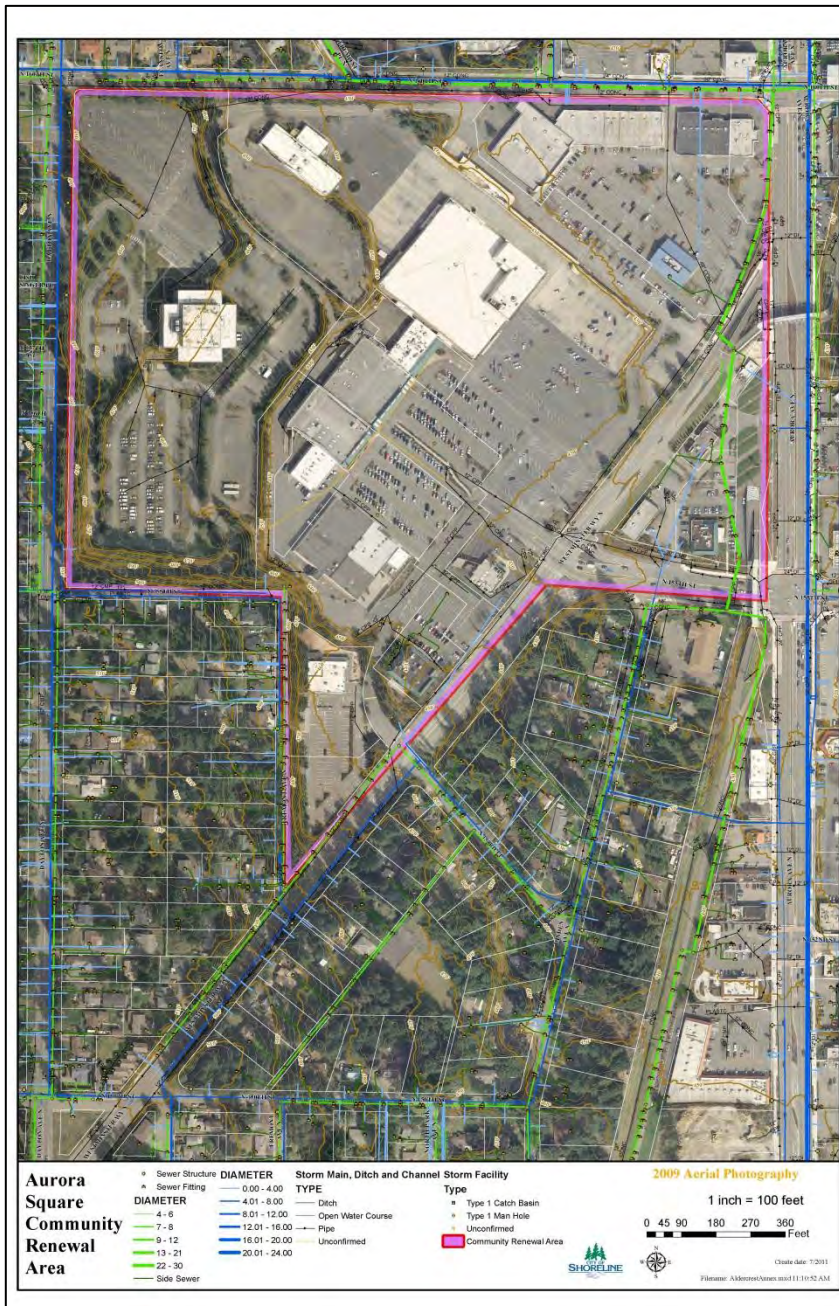
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## B. ENVIRONMENTAL ELEMENTS

### 1. Earth

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other ...

**The site is generally flat. A map of the topography is shown below.**





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- b. What is the steepest slope on the site (approximate percent slope)?

**Landslide mapping included in the Comprehensive Plan shows the majority of the site is between 0-15% in slope. Small portions of the site have greater slopes. (City of Shoreline 2012)**

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

**Specific soil types are not known; however lands are in use for urban, non-agricultural purposes. At the time of building permit requests, the International Building Code includes conditions under which preparation of a geotechnical report would be required.**

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

**See “b” above.**

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicated source of fill.

**At the time of site redevelopment, there may be fill and grade proposals, such as for below grade parking. Future development will be subject to SMC Chapter 20.50 General Development Standards, Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards.**

- f. Could erosion occur as a result of clearing construction, or use? If so, generally describe.

**The erosion potential of future site construction activities is anticipated to be low given the largely impervious site and the application of erosion control standards in SMC 13.10.200 Adoption of Stormwater Management Manual.**

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

**With the exception of ornamental landscaping, the site is impervious.**

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**It is anticipated with redevelopment and compliance with the City's stormwater requirements, stormwater quality would improve.**

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

**Future development will be subject to SMC Title 20 Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards, found in Chapter 20.50 General Development Standards and will be subject to erosion control standards in SMC 13.10.200 Adoption of Stormwater Management Manual.**

**No further review will be conducted in the EIS.**

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

**Development proposals within the study area are anticipated to follow adoption of the plan and associated development regulations. Short-term air emissions including construction equipment exhaust and fugitive dust may occur during the construction phase for new development. Hauling routes and local streets could be impacted by dust if mitigation measures are not implemented, but all construction projects will be consistent with the City's erosion control development standards.**

**The intent of the plan is to encourage a mixture of residential and commercial uses to reduce the need for daily-needs vehicle trips and create opportunities for living and working in close proximity. Further, the plan envisions pedestrian improvements to encourage walking. Mixed use development has been shown to reduce vehicle miles travelled which can reduce greenhouse gas emissions (US EPA March 2010 draft paper Smart Growth: A Guide to Development and Implementing Greenhouse Reduction Programs).<sup>1</sup>**

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

<sup>1</sup> As quoted in the US EPA 2011 paper Smart Growth: A Guide to Development and Implementing Greenhouse Reduction Programs, "[c]ompact development reduces the need to drive by putting destinations closer together and making walking, biking, and using mass transit easier. Any given increment of compact development could reduce VMT [vehicle miles traveled] up to 20 to 40 percent compared to dispersed development on the outer fringe of an urban area."

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There are no known sources of emissions or odor in the vicinity of the study area that may affect the plan.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Development is subject to applicable federal (EPA), regional (PSCAA), and State (DOE) air quality regulations. Washington DOE air quality regulations applicable to the study area are found at Chapter 173-400 WAC. Particularly relevant air quality regulations relating to redevelopment are included below:

- Construction activity must comply with Puget Sound Clean Air Agency (PSCAA) regulations requiring reasonable precautions to minimize dust emissions (Regulation I, Section 9.15).
- Stationary equipment used for the construction activities must comply with PSCAA regulations requiring the best available measures to control the emissions of odor-bearing air contaminants (Regulation I, Section 9.11).
- Commercial facilities could use stationary equipment that emits air pollutants (e.g., fumes from gas stations, ventilation exhaust from restaurants, and emissions from dry cleaners). These facilities would be required to register their pollutant-emitting equipment with PSCAA (Regulation I and Regulation II). PSCAA requires all commercial and industrial facilities to use the Best Available Control Technology (BACT) to minimize emissions. The agency may require applicants for high-emission facilities to conduct an air quality assessment to demonstrate that the proposed emissions would not expose offsite areas to odors or air quality concentrations exceeding regulatory limits.
- Transportation roadway projects must be included in the Regional Transportation Plan (RTP) or TIP prior to start of construction to show that they conform to the Puget Sound region's Air Quality Maintenance Plans and would not cause or contribute to regional exceedances of the federal standards. Once included in the RTP or TIP, the projects must meet all transportation conformity requirements and demonstrate regional conformity.
- Project-Level Transportation Conformity Analyses for Future Roadway and Intersection Improvements: As part of future project-specific NEPA documentation for individual new roadway improvement projects, the City would be required to conduct CO hot-spot modeling (as required under WAC 173-420) to demonstrate that the projects would not cause localized impacts related to increased CO emissions from



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**vehicle tailpipes at congested intersections.**

**No new impacts of a nature or severity that will not be adequately addressed by applicable regulations and existing mitigating measures are anticipated. No further review will be conducted in the EIS.**

3. Water

a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

**A piped stream is located along the northern study area boundary.**

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

**A piped stream is located along the northern study area boundary.**

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

**Not applicable. There are no open channel streams or wetlands.**

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

**Not applicable. No surface water withdrawals or diversions are proposed.**

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

**Not applicable. The site is not located in a 100-year floodplain.**

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

**Not applicable. Discharge of waste material is not proposed.**

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**Redevelopment of the site and implementation of water quality and stormwater management measures is anticipated to result in improvement of stormwater quality over present conditions.**

b. Ground:

- 1) Will ground water be withdrawn from a well for drinking water, or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well? Will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

**No groundwater withdrawals are proposed.**

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals ...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

**No waste discharge is proposed. See 3.a.6.**

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

**The site is mostly impervious. However, with application of stormwater standards and redevelopment opportunities additional stormwater quality measures will be implemented.**

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

**No waste discharge is proposed. See 3.a.6.**

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

**The site is largely impervious and future redevelopment would comply with the City's stormwater requirements in place at the time of application. The EIS would examine the application of the City's**

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stormwater standards as well as the potential for an off-site regional facility addressing stormwater quantity. Stormwater quality standards would be addressed onsite.

- d. Proposed measures to reduce or control surface, ground, runoff water, and drainage pattern impacts, if any:

Future development would be subject to SMC 13.10.200 Adoption of Stormwater Management Manual as well as any basin-specific standards appropriate to mitigate stormwater quantity and quality effects (e.g. Boeing Creek Basin Plan 2013). Further piped streams are required to have a 10 foot buffer; voluntary proposals to open piped watercourses are encouraged. See SMC 20.80.480.

The EIS will summarize present standards and consider the potential for an off-site regional facility.

4. Plants

- a. Check the types of vegetation found on the site:

- ☒ deciduous tree: alder, maple, aspen, other  
☒ evergreen tree: fir, cedar, pine, other  
☒ shrubs  
☒ grass  
☐ pasture  
☐ crop or grain  
☐ Orchards, vineyards or other permanent crops.  
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other  
☐ water plants: water lily, milfoil, other  
☒ other types of vegetation: ornamental plants used in landscaping

A small portion of the site on the southwest is shown as Urban Forest in the Comprehensive Plan Natural Environment Supporting Analysis maps. (City of Shoreline 2012)

- b. What kind and amount of vegetation will be removed or altered?

The site is largely impervious with some trees and ornamental landscaping. With redevelopment the location of landscaping may change. City landscape standards will be implemented.

- c. List threatened and endangered species known to be on or near the site.

The site is in an urban area and is largely impervious. No threatened or endangered species are known on the site.

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- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

**Future development will comply with:**

- **SMC Title 20 Subchapter 5. Tree Conservation, Land Clearing and Site Grading Standards of Chapter 20.50 General Development Standards.**
- **SMC Title 20 Subchapter 7. Landscaping of Chapter 20.50 General Development Standards.**

**No further review will be conducted in the EIS.**

- e. List all noxious weeds and invasive species known to be on or near the site.

**Noxious weeds and invasive species are not known to occur on the site, which is developed for urban uses and has ornamental landscaping.**

**5. Animals**

- a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site. Examples include::

**Likely species adapted to an urban environment are underlined below.**

Birds: hawk, heron, eagle, songbirds, other

Mammals: small rodents, beaver, other

Fish: salmon, trout, other

- b. List any threatened and endangered species known to be on or near the site.

**The site is in an urban area and is largely impervious. No threatened or endangered species are known on the site.**

- c. Is the site part of a migration route? If so, explain.

**None known on this urban developed site.**

- d. Proposed measures to preserve or enhance wildlife, if any:

**No impacts are anticipated. If protected wildlife is subsequently identified, they would be subject to Chapter 20.80 Critical Areas.**

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**No further review will be conducted in the EIS.**

- e. List any invasive animal species known to be on or near the site.

**No invasive animal species are known to be on or near the site.**

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

**The study area is served by electricity and natural gas. Energy is primarily used for heating. The CRA plan proposes a concept of an eco-district and low-impact development practices that can be cost-effectively implemented (such as thermal heating via circulated water). The Planned Action would consider incentives to entice new development to implement eco-district and low impact development practices.**

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

**The proposal will not directly affect the potential use of solar energy by adjacent properties. However, the proposal may facilitate development consistent with zoned heights that are taller than present structures.**

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

**The City has adopted the current edition of the Washington State Energy Code in SMC 15.05.010.**

**Based on adopted policies and regulations, and the above mitigation measure, impacts to environmental health hazards can be mitigated to a level of insignificance. No further review will be conducted in the EIS.**

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

**New development of specific parcels will be subject to City zoning for**



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allowable uses and activities, and City codes for handling hazardous materials as well as State and Federal hazardous materials regulations.

There is a current auto use at the property (Sears Auto Center).

- 1) Describe any known or possible contamination at the site from present or past uses.

See "a" above.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

See "a" above.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

See "a" above.

- 4) Describe special emergency services that might be required.

Increased intensity of land use in the study area that may occur following adoption of the plan and associated development regulations may increase the overall demand for police and fire services.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

Future site-specific activities will comply with City building, fire, and land use codes, as well as State and federal hazardous materials regulations.

It is recommended that the Planned Action Ordinance incorporate the following mitigation measure:

- Applicants for development shall conduct a site assessment to determine if contamination is present from past use.

Based on adopted policies and regulations, and the above mitigation measure, impacts to environmental health hazards can be mitigated

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to a level of insignificance. No further review will be conducted in the EIS.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

**Traffic noise Aurora Avenue N exists.**

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?  
Indicate what hours noise would come from the site.

**Land development that may occur following adoption of the plan and associated development regulations will create short-term noise impacts to land uses in the vicinity. Construction noise impacts will comply with SMC Chapter 9.05 Public Disturbance Noise relating to hours of construction. Noise impacts resulting from increases in traffic volumes generated within the study area are anticipated to be negligible relative to the impacts generated by background traffic volumes.**

- 3) Proposed measures to reduce or control noise impacts, if any:

**Maximum environmental noise levels are regulated by the State of Washington (Chapters 173-58 through 62 WAC). Construction noise levels will comply with SMC Chapter 9.05 Public Disturbance Noise. Nuisance noise impacts are also regulated under SMC Chapter 9.05 Public Disturbance Noise.**

**Compliance with State and local noise regulations is anticipated to mitigate impacts to a level of non-significance. No further review will be conducted in the EIS.**

8. Land and shoreline use

**The Planned Action EIS will review current and planned land use patterns, land use compatibility and activity levels, and population/employment capacity of the alternatives; describe affordable housing objectives in relation to Housing Element and Countywide Planning Policies; and describe the relationship of the CRA to the City's Comprehensive Plan including policy or code provisions that serve as mitigation measures.**

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- a) What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

**Most of the study area is in commercial use with a shopping center and surface parking. See example photo below.**



**The western portion of the site contains offices of the Washington State Department of Transportation.**

**Surrounding uses include multifamily to the north, commercial to the north and east, and single family residential to the south and west.**

- b) Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

**Not applicable.**

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

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**Not applicable.**

- c) Describe any structures on the site.

**The site presently contains a shopping center with department stores, a grocery store, line retail, banking, restaurants, and other uses. The western portion of the site contains offices of the Washington State Department of Transportation.**

- d) Will any structures be demolished? If so, what?

**Implementation of the CRA plan would, together with present zoning, encourage more intensive mixed use development.**

- e) What is the current zoning classification of the site?

**The site is zoned Mixed Business.**

- f) What is the current comprehensive plan designation of this site?

**The Comprehensive Plan designation is Mixed Use 1.**

- g) If applicable, what is the current shoreline master program designation of the site?

**Not applicable.**

- h) Has any part of the site been classified as a critical area by the city or county? If so, specify.

**The Natural Environment Supporting Analysis in the Comprehensive Plan identifies a piped stream along the northern property boundary. (City of Shoreline 2012)**

- i) Approximately how many people would reside or work in the completed project?

**The residential and employment capacity of the site will be addressed in the EIS.**

- j) Approximately how many people would the completed project displace?

**Residential and employment characteristics will be addressed in the EIS. While the form of development may change, it is likely that commercial and office uses could continue on the site, but housing and other public amenities would be added.**

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- k) Proposed measures to avoid or reduce displacement impacts, if any:

**This topic would be addressed in the EIS. It should be noted that the zoning is not changing. Market conditions together with continued mixed use zoning and the CRA incentives would determine the future redevelopment of the property. While the form of development may change, it is likely that commercial and office uses could continue on the site, but housing and other public amenities would be added.**

- l) Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

**The EIS Land Use section will identify policy or code provisions that serve as mitigation measures.**

- m) Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

**Not applicable.**

9. Housing

- a) Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

**The proposal is anticipated to result in an increase in housing units within the study area. New housing is expected to be in the form of multi-family or mixed-use development. Redevelopment would include housing for a mix of income levels.**

**The EIS will contain information on the specific amount of new housing provided.**

- b) Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

**None. There is no existing housing presently.**

- c) Proposed measures to reduce or control housing impacts, if any:

**Any housing proposed for the study area will be in compliance with the City of Shoreline Title 20 SMC, Development Code, and Title 15 SMC, Buildings and Construction.**



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**The Land Use section of the EIS will address land use patterns capacity for dwellings.**

## 10. Aesthetics

- a) What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

**The Base Height of the zone is 60 feet. SMC Title 20 Development Code makes some allowances for some appurtenances or certain uses to exceed this height.**

- b) What views in the immediate vicinity would be altered or obstructed?

**The view of the property from Aurora Avenue N could change from a low rise shopping center to an intensive mixed use center.**

- c) Proposed measures to reduce or control aesthetic impacts, if any:

**Future development will be subject to design and landscape requirements of SMC Chapter 20.50 General Development Standards.**

## 11. Light and glare

- a) What type of light or glare will the proposal produce? What time of day would it mainly occur?

**Ambient light and glare are produced from a number of different sources, including exterior building illumination, business identification signs, vehicle headlights, and street lamps. Vehicle headlights are not within the scope of City regulations.**

**The potential light and glare effects regarding signs that may be installed with proposed sign code changes would be addressed in the EIS.**

- b) Could light or glare from the finished project be a safety hazard or interfere with views?

**Lighting from redevelopment of the study area would not be a safety hazard, and would comply with all City regulations regarding outdoor lighting (see 11.c. below). Lighting from redevelopment in the study area would be consistent with other developed portions of the City.**

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- c) What existing off-site sources of light or glare may affect your proposal?

**Light and glare from Aurora Avenue N may impact development sites that are located closest to the corridor. Other existing sources of light in the vicinity of the study area, such as street and building lights, are not anticipated to affect future land uses within the area.**

- d) Proposed measures to reduce or control light and glare impacts, if any:

**SMC 20.50.115 “Lighting – Standards” addresses outdoor lighting. Based on adopted policies and regulations, impacts to light and glare from buildings can be mitigated to a level of non-significance. The potential light and glare effects of signs that may be installed due to sign code amendments would be addressed in the EIS including any code features that minimize potential impacts.**

12. Recreation

- a) What designated and informal recreational opportunities are in the immediate vicinity?

**To the east of the site, the Interurban Trail parallels Aurora Avenue N.**

- b) Would the proposed project displace any existing recreational uses? If so, describe.

**No public recreation exists on site.**

- c) Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

**The CRA Renewal Plan promotes community gathering spaces to be incorporated on site. Chapter 20.50 General Development Standards includes provisions for appropriate site design and landscaping. For example in developments near a corner, public spaces are encouraged as a corner treatment. Also, public places are required at a rate of 1,000 square feet per acre up to a maximum of 5,000 square feet. Multifamily development is also required to provide 800 square feet per development or 50 square feet of open space per dwelling unit, whichever is greater. The potential demand for parks and recreation and the application of City code requirements would be addressed in the EIS.**

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## 13. Historic and cultural preservation

- a) Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

**Based on a 2013 Historic Property Inventory, there are no historic structures in the study area. (Sheridan Consulting Group, December 2013)**

- b) Are there any landmarks, features, or other evidence of Indian or historic use or occupation. This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

**The site was developed for commercial and institutions uses in the late 1960s. Given the altered nature of the study area with buildings and impervious area and a piped stream it is unlikely that cultural resources are located at the site. However, if the site is redeveloped and historic or cultural resources are discovered, state and federal laws will allow for a site assessment, potential mitigations, and appropriate protective measures.**

- c) Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

**Sources included a 2013 Historic Property Inventory (Sheridan Consulting Group, December 2013).**

- d) Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

**Washington State has a number of laws that oversee the protection and proper excavation of archaeological sites (RCW 27.53, WAC 25-48), human remains (RCW 27.44), and historic cemeteries or graves (RCW 68.60). The Governor's Executive Order 05-05 requires state agencies to integrate DAHP, the Governor's Office of Indian Affairs, and concerned tribes into their capital project planning process. This executive order affects any capital construction projects and any land acquisitions for purposes of capital construction not**

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undergoing Section 106 review under the National Historic Preservation Act of 1966.

Under RCW 27.53, the Department of Archaeology and Historic Preservation (DAHP) regulates the treatment of archaeological sites on both public and private lands and has the authority to require specific treatment of archaeological resources. All precontact resources or sites are protected, regardless of their significance or eligibility for local, state, or national registers. Historic archaeological resources or sites are protected unless DAHP has made a determination of “not-eligible” for listing on the WHR and the NRHP.

The City does implement Chapter 15.20 Landmarks Preservation.

**14. Transportation**

A traffic analysis, scheduled for completion in 2014, is needed to determine how best to improve multi-modal access to Aurora Square as well as circulation on site; the analysis will also support the Planned Action EIS. Transportation projects would be developed for the CRA as part of the traffic study. The study will include the following Intersections and corridors:

- N 160th Street and Greenwood Avenue N
  - N 160th Street and Dayton Avenue N
  - N 160th Street and Aurora Avenue N
  - Westminster Way N and Greenwood Avenue N
  - Westminster Way N and Dayton Avenue N
  - Westminster Way N and N 155th Street
  - Westminster Way N and Aurora Avenue N
  - N 155th Street and Aurora Avenue N
  - N 155th Street from Westminster Way N to Aurora Avenue N
  - N 160th Street from Greenwood Avenue N to Aurora Avenue N
  - Westminster Way N from Greenwood Avenue N to Aurora Avenue N
- a) Identify public streets and highways serving the site or affected geographic area, and describe proposed access to the existing street system. Show on site plans, if any.

The site is bounded by N 160<sup>th</sup> Street to the north, Aurora Avenue N to the east, Westminster Way, Fremont Avenue N and N 155<sup>th</sup> Street to the South, and Dayton Avenue N to the west.

- b) Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

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**The site is served by transit. This topic will be addressed in the EIS.**

- c) How many additional parking spaces would the completed project or nonproject proposal have? How many would the project or proposal eliminate?

**Parking will comply with City development regulations. This topic will be addressed in the EIS.**

- d) Will the proposal require any new improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

**This topic will be addressed in the EIS. The CRA Renewal Plan identifies some circulation improvements. Also see the discussion of the EIS analysis under 14 above.**

- e) Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

**Not applicable. Aircraft may fly overhead, however.**

- f) How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

**This topic will be addressed in the EIS.**

- g) Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

**Not applicable in this urban environment.**

- h) Proposed measures to reduce or control transportation impacts, if any:

**This topic will be addressed in the EIS.**

15. Public Services

- a) Would the project result in an increased need for public services (for example: for protection, police protection, public transit,



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health care, schools, other)? If so, generally describe.

**Redevelopment would increase growth and demand for police and fire protection. Considering the City's ability to address these topics with its operational and capital budgets and through regulations, these topics will not be further addressed in the EIS (see mitigation in section b below).**

**Additional housing units may increase the demand for parks and schools. The EIS will address the compatibility of the CRA Planned Action Alternatives with parks and school capital plans and implementing regulations as described in Checklist Section 12.**

- b) Proposed measures to reduce or control direct impacts on public services, if any.

**As development occurs, revenues would likely increase allowing the City to determine the appropriate distribution of funds towards municipal services such as police. Development will also be subject to City standards, including Chapter 20.60 Adequacy of Public Facilities addressing fire protection and the International Fire Code.**

16. Utilities

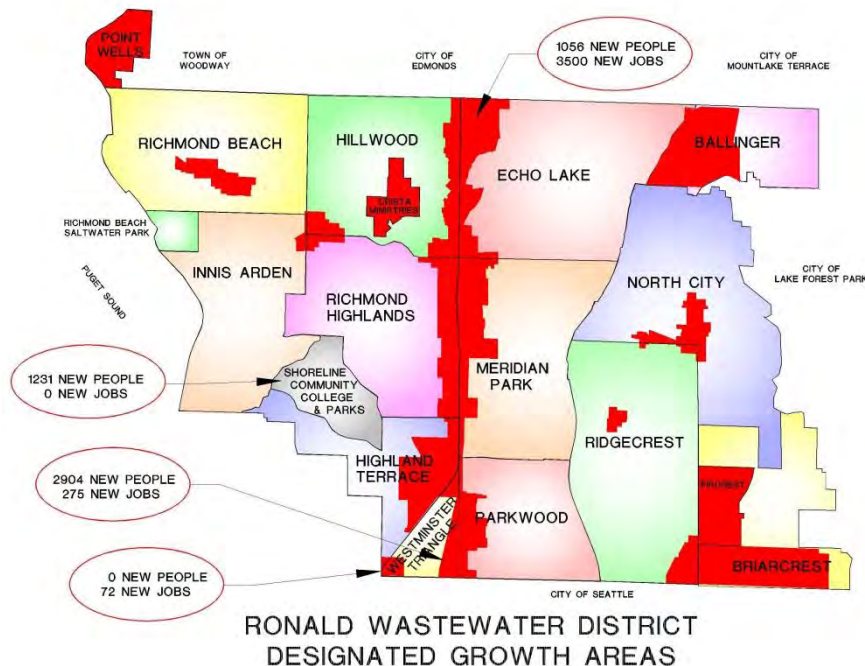
- a) Circle (underline) utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.
- b) Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity that might be needed.

**General Utility Analysis: Future development would be supported by the same utilities as in Subsection 16.a. Greater growth would create a greater demand for power and energy, sewer and water; utility lines may need upgrades or relocation as appropriate.**

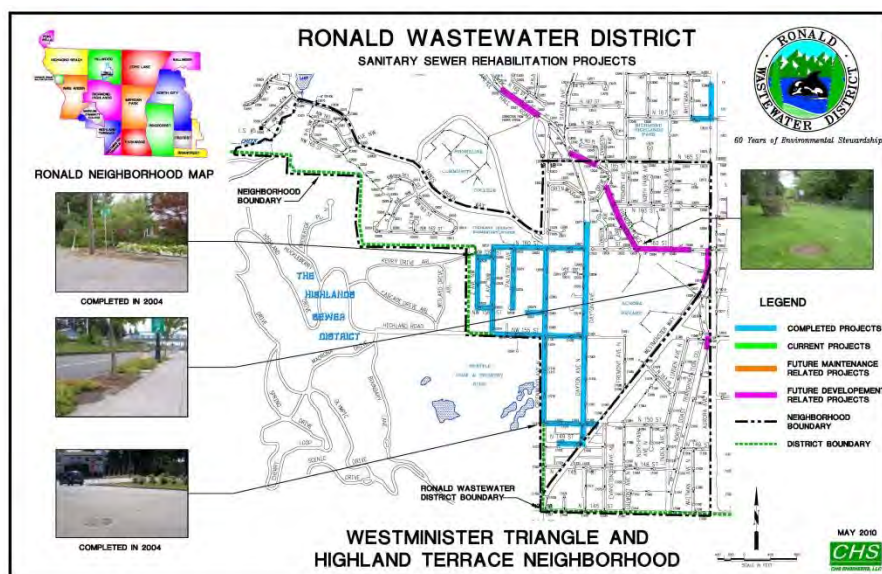
**Sewer Service: The Ronald Sewer District provides sewer service to the study area. The District anticipates greater population and job growth all along the Aurora Corridor including the study area as shown below.**

TO BE COMPLETED  
BY APPLICANT

EVALUATION FOR  
AGENCY USE ONLY



The District has also completed or planned for new facilities to serve development in the study area per the diagram below. The ability of the district to serve the planned level of growth in the study area and any phasing or regulatory requirements would be addressed in the EIS.



**Water Service:** The Water Service provider is Seattle Public Utilities (SPU). SPU has adopted a water system plan and considered City of


**TO BE COMPLETED  
BY APPLICANT****EVALUATION FOR  
AGENCY USE ONLY**

Shoreline Zoning as of 2012 to help determine system needs; city zoning indicated a mixed use designation for the subject property (SPU Water System Plan 2013; appendix D). SPU design standards indicate that fire flow is determined based on the City's Fire Code and considered when issuing Water Availability Certificates: The City of Seattle, City of Shoreline and King County have adopted the International Fire Code (IFC). Site specific fire flow requirements as determined by the appropriate Fire Marshall are used when issuing Water Availability Certificates and sizing of new water mains. The ability of the service providers to serve the site and in particular the determination of fire flow requirements would be addressed in the EIS.

Mitigation Measures: Future development will be subject to City development standards including Chapter 20.60 Adequacy of Public Facilities, addressing water and sewer. Further the special districts have requirements to determine availability of services at the time of development (i.e. Certificates of Availability). Also see Section 6 regarding the City's energy code.

**C. SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:   
\_\_\_\_\_  
Lisa Grueter, BERK Consulting

Date Submitted: July 15, 2014

**TO BE COMPLETED  
BY APPLICANT****EVALUATION FOR  
AGENCY USE ONLY****D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

**See sections 1, 2, 3 and 7.**

Proposed measures to avoid or reduce such increases are:

**See sections 1, 2, 3 and 7.**

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

**See Sections 4 and 5.**

Proposed measures to protect or conserve plants, animals, fish or marine life are:

**See Sections 4 and 5.**

3. How would the proposal be likely to deplete energy or natural resources?

**See Section 6.**

Proposed measures to protect or conserve energy and natural resources are:

**See Section 6.**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prim farmlands?

**See Sections 4, 5, and 8.**

Proposed measures to protect such resources or to avoid or reduce impacts are:

**See Sections 4, 5, and 8.**

**TO BE COMPLETED  
BY APPLICANT****EVALUATION FOR  
AGENCY USE ONLY**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

**See Section 8.**

Proposed measures to avoid or reduce shoreline and land use impacts are:

**See Section 8.**

How would the proposal be likely to increase demands on transportation or public services and utilities.

**See Sections 12, 14, 15 and 16.**

Proposed measures to reduce to respond to such demands(s) are:

**See Sections 12, 14, 15 and 16.**

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

**The Comprehensive Plan and zoning are not changing and the CRA promotes a mixed use development consistent with those plans and regulations. All future development would comply with federal, state and local laws including environmental regulations, if applicable given the developed urban nature of the site.**



## APPENDIX B: TRANSPORTATION DESIGN CONCEPTS

The following pages include conceptual transportation designs for frontage improvements around the Aurora Square Community Renewal Area. These designs are subject to change as a result of additional agency and public review and more detailed area investigations.





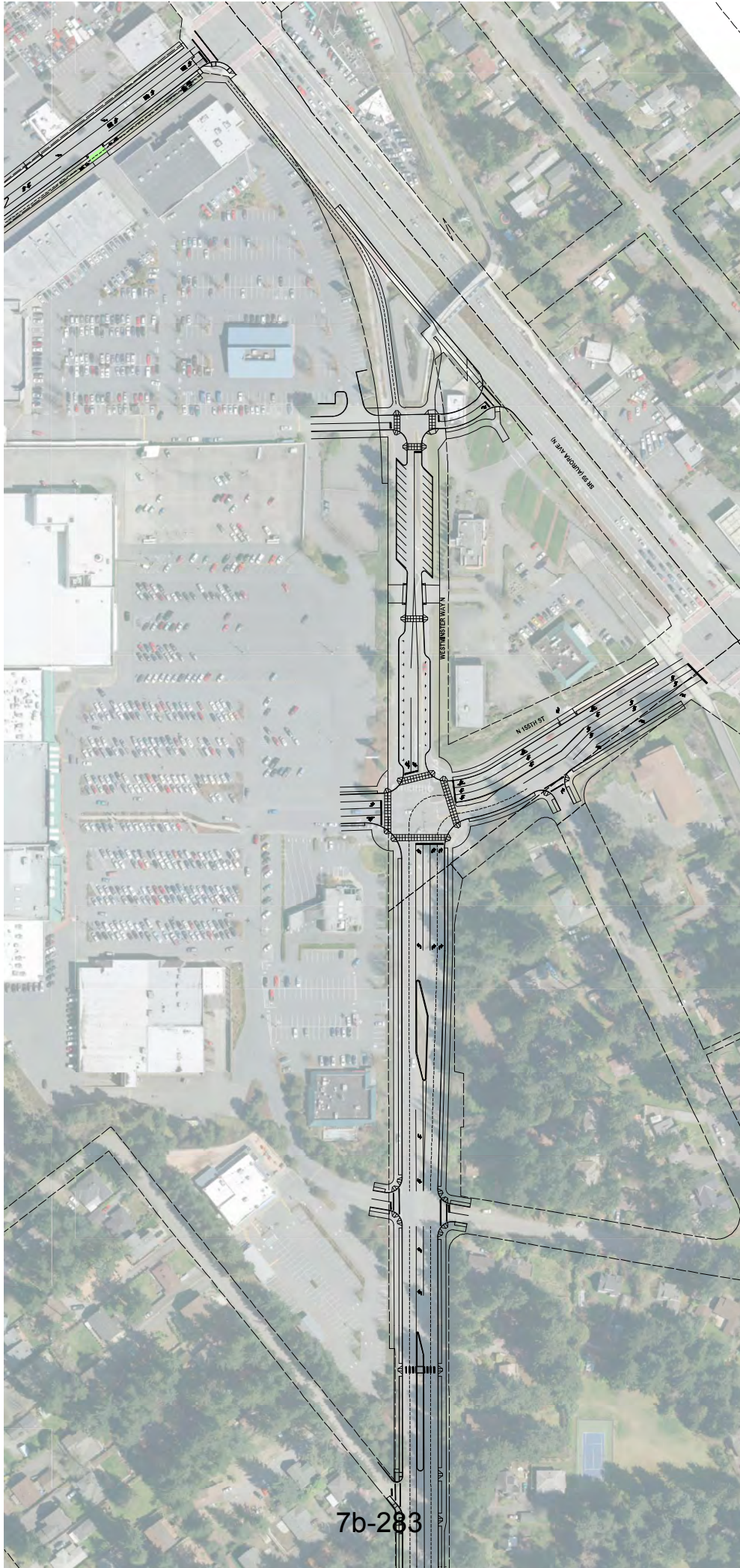
TRANSPORTATION PLAN FOR THE AURORA SQUARE CRA  
PRELIMINARY LAYOUT  
NOVEMBER 21, 2014

KPG

SHOWLINE

7b-282





## APPENDIX C: STORMWATER CONCEPT REPORT







## **AURORA SQUARE COMMUNITY RENEWAL AREA**

# **Stormwater Concept Development Study**

Prepared for:

**City of Shoreline  
Department of Public Works  
17500 Midvale Ave N  
Shoreline, WA 98133**

Prepared by:

**KPG**  
Interdisciplinary Design

**753 9<sup>th</sup> Avenue N  
Seattle, WA 98109  
206-286-1640**



**October 2014**

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- B – Preliminary Flow Control Sizing Calculations
- C – Planning-Level Cost Estimates
- D – Regional Facility Conceptual Layouts

# 1. Introduction

In 2012, the Shoreline City Council designated the 70+ acre Aurora Square area as a Community Renewal Area (CRA) where economic renewal would clearly deliver multifaceted public benefits. The associated CRA Plan, adopted in 2013, outlines a vision for the CRA. Implementing this vision will require redevelopment within the CRA, including removal of some existing buildings, constructing new buildings, and reconfiguring vehicle circulation and parking within the site. These activities will trigger stormwater requirements for flow control and water quality treatment, requirements that did not exist at the time of the original development of Aurora Square.

This report documents a preliminary study of concepts for stormwater facilities that will be required for redevelopment, to support a Planned Action Environmental Impact Statement (EIS).

The Planned Action EIS will analyze two Action Alternatives as well as a No Action alternative. The two Action Alternatives are summarized as follows:

- The **Phased Growth** alternative assumes a moderate level of development, which introduces 500 dwelling units and adds up to 250,000 square feet of retail and office space beyond present development space.
- The **Planned Growth** alternative assumes the maximum level of growth studied, adding 1000 dwelling units and 500,000 square feet of retail and office space beyond present development space.

## 2. Stormwater Requirements for Redevelopment

### Applicability of Stormwater Requirements

Per Shoreline Municipal Code (SMC) Chapter 13.10, the City has adopted the most recent version of the *Stormwater Management Manual for Western Washington*, published by the Washington State Department of Ecology (Stormwater Manual). The most recent version of the Stormwater Manual was published in August 2012.

Development within the Aurora Square CRA will be classified as “redevelopment” by the Stormwater Manual because the site is already substantially developed, i.e. with 35% or more existing hard surface coverage (Volume 1, Section 2.3 of the Stormwater Manual).

The Stormwater Manual describes nine Minimum Requirements for Development and Redevelopment. The applicability of the requirements for redevelopment is illustrated by the flowchart in Figure 2.4.2 in Volume 1 of the Stormwater Manual. An annotated version of this flowchart, as it is anticipated to apply to the Aurora Square redevelopment, is attached in Appendix A.

Assuming the value of the proposed site improvements exceeds 50% of the assessed value of the existing improvement, all nine minimum requirements would apply to both new and replaced hard surfaces.

Since “replaced hard surface” means the removal and replacement of hard surfaces down to the foundation (for buildings) or bare soils or base course for other hard surfaces, it does not appear that these requirements would apply to existing buildings or paved surfaces that remain unchanged.

### **Flow Control Requirements**

Of the nine Minimum Requirements, the focus of this study is Minimum Requirement #7, Flow Control, because it is anticipated to have the largest impact on implementation of the CRA Plan, both in terms of cost and physical area required. Minimum Requirement #7 will require stormwater discharges from new and replaced hard surfaces to match developed discharge durations to pre-developed durations for the range of pre-developed discharge rates from 50% of the 2-year peak flow up to the full 50-year peak flow.

For the Aurora Square CRA, the pre-developed condition to be matched is a forested land cover. Although Minimum Requirement #7 allows for use of an existing condition land cover for certain highly-developed drainage basins, it does not appear that the Aurora Square development would qualify, because:

- According to the map in Appendix I-F of the Stormwater Manual, the lower sub-basins of Boeing Creek have not had 40% impervious coverage since 1985.
- The March 2013 *Boeing Creek Basin Plan* has identified instability in the stream channel.

### **LID and Runoff Treatment Requirements**

Minimum Requirement #5 (On-Site Stormwater Management) and #6 (Runoff Treatment) will also impact redevelopment site planning and costs. However, by definition, on-site stormwater management requirements (LID techniques) need to be evaluated and implemented as part of the site layout and cannot be done off-site. Similarly, runoff treatment is often dealt with most cost-effectively on site, to treat only runoff from pollution-generating surfaces.

To comply with Minimum Requirement #5 (On-Site Stormwater Management), per Table 2.5.1 of the Stormwater Manual, redevelopment areas will be required to install LID BMPs meeting the LID Performance Standard, or BMPs from “List #2” for all new and replaced impervious surfaces. If the “List #2” option is chosen:

- New or replaced roof areas will be required to (1) implement downspout dispersion or infiltration if feasible, or (2) construct bioretention facilities with an area equal to 5% of the roof area.
- Other new or replaced hard surfaces are required to implement (1) permeable pavement if feasible, or (2) bioretention.



To comply with Minimum Requirement #6 (Runoff Treatment), redevelopment areas will be required to install runoff treatment systems for all pollution-generating impervious surfaces. Runoff treatment for pervious pavement is accomplished by the underlying soils, if certain conditions are met, or by an engineered treatment layer.

### **Assumptions Regarding Areas Subject to Stormwater Requirements**

Since, as discussed above, stormwater requirements for redevelopment will apply to new and replaced hard surfaces, but not existing impervious surfaces that will remain, assumptions are needed regarding the range of new/replaced impervious surfaces that could result from redevelopment within the CRA.

For the purposes of evaluating stormwater requirements for the two alternative planned actions, the following assumptions have been made:

- **Phased Growth:** For this alternative, it is assumed that stormwater facilities will be required for 28 acres of redeveloped site area.
- **Planned Growth:** For this alternative, it is assumed that 44 acres of the site will be subject to stormwater requirements.

These 28-acre and 44-acre redevelopment areas are shown in Figures 1 and 2, using conceptual drawings for redevelopment as the basis. An impervious coverage of 80% has been assumed for this analysis. Although commercial zones in Shoreline are allowed to have between 85 and 95 percent hardscape coverage, it has been assumed that LID requirements will reduce the “non-infiltrating” hard surfaces subject to flow control to at least 80% of the redevelopment area. As discussed in the previous section, LID techniques required by Minimum Requirement #5 will most likely in the form of pervious pavements and dispersed bioretention facilities. Of the available LID alternatives, pervious pavement is the most likely to be feasible at Aurora Square given the site’s underlying glacial till soils. Figure 3 illustrates where areas where pavement could be implemented under one redevelopment concept.

## **3. Alternative Flow Control Facility Concepts**

Three concepts have been considered to comply with Minimum Requirement 7, Flow Control. Preliminary sizing calculations are attached in Appendix B.

### **3.1 Alternative Descriptions**

#### **Flow Control Concept #1 – On-site flow control facilities**

This approach would construct flow control facilities on individual parcels as part of redevelopment projects as they occur. This is the “default” approach required through application of the Stormwater Manual requirements to individual development proposals. This concept, as sized for Planned Growth alternative, is shown on Figure 4.

For 44 acres of redevelopment within Aurora Square, preliminary calculations indicate 22 acre-feet of detention storage would be required to satisfy flow control requirements. These calculations assume on-site infiltration is not feasible due to glacial till soils. For this alternative, it has been assumed that detention storage would be constructed using several underground concrete vaults dispersed on individual development parcels within Aurora Square. The cost of this approach is anticipated to be approximately \$516,000 per redeveloped acre, which equates to \$14.4 million for the Phased Growth alternative and \$22.7 million for Planned Growth.

An alternative on-site approach would be to construct a single flow control facility within the Aurora Square CRA to serve all redevelopment. However, with no apparent cost saving to offset considerable planning and coordination that would be required between property owners, this alternative has not been considered further at this time. Similarly, open pond facilities within the development could be considered to reduce the construction cost of flow control, but it has been assumed the significant reduction in developable site area would not be favored.

#### **Flow Control Concept #2 – Boeing Creek Regional flow control facility in SCC Greenwood Parking Lot**

This approach would construct a 11.8 acre-foot regional flow control facility within SCC's Greenwood Parking Lot with capacity to mitigate redevelopment Aurora Square per the CRA Plan (44 acres assumed) as well as SCC per their *Long Range Development Plan* (LRDP)(31.8 acres). The facility would be located adjacent to Boeing Creek and the City's M1 Dam regional detention facility, but would not alter the creek or the reservoir upstream from the M1 Dam. A flow splitter would be installed on the existing 48" pipe to direct a portion of the flows equivalent to runoff generated by Aurora Square to the regional facility. Figure 5 shows the location of this facility and upstream tributary areas. A conceptual layout of the facility has been included in Appendix C.

This alternative would increase the size of SCC's planned flow control facility by increasing the proposed depth, replacing presettling cells with hydrodynamic separators, and by grading closer to Boeing Creek. Initial sizing assumes a long-term infiltration rate of 2 inches per hour, the same as was used by SCC in their *Campus Master Drainage Plan*. Loss of parking is a concern to SCC. Their planned facility would have been constructed incrementally as needed over a 30-year period, whereas a regional facility constructed by the City would have a more immediate impact.

#### **Flow Control Concept #3 – Boeing Creek Regional flow control by expanding existing M1 Dam reservoir**

This approach would expand the existing M1 Dam regional flow control facility by 21 acre feet, with capacity to mitigate redevelopment of Aurora Square per the CRA Plan (44 acres assumed), SCC redevelopment (31.8 acres), and 55 acres of additional redevelopment in the upstream basin, which includes a portion of the Town Center as well as potential redevelopment areas along Aurora Avenue with Mixed Business and Neighborhood Business zoning. As with the existing M1 Dam facility, the expanded facility would be in-stream, requiring excavation and modification of Boeing Creek extending approximately 900 feet upstream from the dam. Figure

5 shows the location of this facility and upstream tributary areas. A conceptual layout of the facility has been included in Appendix C that includes two additional berms to reduce the depth of the excavation and maximize the pond bottom area available for infiltration.

As with Alternative 2, initial sizing assumes a long-term infiltration rate of 2 inches per hour, and will require addressing parking impacts at SCC.

## 3.2 Alternative Analysis

The three alternative flow control concepts described in Section 3.2 have been evaluated based on cost and qualitative advantages and disadvantages, as documented below in Table 1. The planning-level costs listed in the table are very preliminary, and should be used only for comparison between alternatives (see Appendix C for cost estimate backup). Costs are based on facility sizing for the Planned Growth planned action alternative.

**Table 1 – Alternative Analysis Summary**

Alt.	Description	Planning-Level Cost	Flow Control Area	Advantages	Disadvantages
1	On-site flow control facilities (22 ac-ft, no infiltration)	\$22.7 million (\$516,000 per redeveloped acre)	44 ac (Aurora Square Only)	<ul style="list-style-type: none"> <li>No City cost or risk</li> <li>Sized exactly for what is needed</li> </ul>	<ul style="list-style-type: none"> <li>Nearly 4X greater size and 10X higher cost as compared to regional facility concept with infiltration</li> <li>Restricts site layout</li> </ul>
2	Regional flow control at SCC Greenwood Parking Lot (11.8 ac-ft with infiltration)	\$4.3 million (\$57,000 per redeveloped acre)	76 ac (Aurora Square and SCC)	<ul style="list-style-type: none"> <li>Significantly lower cost compared to on-site facilities</li> </ul>	<ul style="list-style-type: none"> <li>Initial cost to City</li> <li>Impacts SCC parking</li> </ul>
3	Regional flow control at SCC by expanding the existing M1 Dam facility. (20.7 ac-ft added, with infiltration)	\$6.2 million (\$47,000 per redeveloped acre)	131 ac (Aurora Square, SCC, and 55 add'l acres in basin)	<ul style="list-style-type: none"> <li>Significantly lower cost compared to on-site facilities</li> <li>Capacity for Town Center and other Aurora Avenue redevelopment</li> </ul>	<ul style="list-style-type: none"> <li>Initial cost to City</li> <li>Impacts SCC parking</li> <li>Stream impacts may not be allowed</li> </ul>

## 4. Preliminary Conclusions

Based on this analysis, it appears that Alternative Concepts #2 and #3, regional stormwater facilities constructed at SCC's Greenwood parking lot, could provide flow control for Aurora Square and potentially other redevelopment areas at a significantly lower cost than using on-site detention facilities. This cost-effectiveness is due to (1) soils at SCC that have capacity to infiltrate stormwater and (2) the ability to construct an open pond rather than an underground vault.

Additional analysis will be needed to determine the feasibility and cost of a regional flow control facility. Following is a list of some of the issue that will need to be addressed, either as part of a feasibility analysis or during preliminary design:

### **Agreement with Shoreline Community College**

Agreements with SCC will need to be worked out regarding use of college property for a regional facility as well as addressing impacts to the college from the loss of parking.

### **Evaluation of Critical Areas impacts and Permitting Feasibility**

A *Critical Areas Reconnaissance Report* was prepared by Touchstone EcoServices in January 2011 as part of SCC's *Long Range Development Plan*. This report identified two Class III wetlands located immediately upstream from the M1 Dam. The reach of Boeing Creek upstream from the M1 Dam was identified as being riprap lined and having intermittent flows, and meeting the definition for Type III streams per SMC 20.80.470. The report also noted that although the Washington State Department of Fish and Wildlife has identified this reach as priority habitat, existing stream conditions and flashy hydrology cannot support resident fish and downstream fish passage blockages prevent any upstream fish passage to this stream reach. The report also identified erosion and landslide hazard areas in the vicinity of Boeing Creek based on existing slopes steeper than 15%.

A critical areas study specific to the regional facility concepts, especially Alternative 3 which would excavate Boeing Creek, is needed to determine the if this concept is permissible.

### **Subsurface Investigation and Geotechnical Analysis**

The *Preliminary Geotechnical Services* report prepared in October 2009 by GeoEngineers for SCC's *Long Range Development Plan* included two test pits dug to a depth of 8 to 10 feet in the Greenwood parking lot, which revealed advance outwash sand deposits suitable for infiltration at depths of 6 to 10 feet. The report recommended a infiltration rate of 2 inches per hour for preliminary design of infiltration in these soils.

Since the sizing of a regional flow control facility is very sensitive to the long-term infiltration rate used for design, additional geotechnical analysis will be needed that includes borings extending below the proposed facility bottom, which could, based on preliminary layouts, extend up to 35 feet below existing grades. This is needed to verify that suitable conditions for

infiltration exist at the bottom of the proposed facility, including meeting requirements for separation from the groundwater table. As the design develops, all requirements for subsurface and infiltration receptor characterization will need to be met as described in Section 3.3 of the Stormwater Manual.

### **Topographic Survey**

LIDAR data supplemented with limited field survey may be suitable for the feasibility analysis. Field topographic survey and basemapping will need to be performed as part of Preliminary Design.

### **Hydrologic and Hydraulic Modeling**

Hydrologic and hydraulic modeling performed for this study was limited to use of the Western Washington Hydrology Model (WWHM) for conceptual facility sizing. Additional modeling will be needed to demonstrate that a regional facility would achieve a flow duration curve at the facility outlet that is equivalent to the flow regime that would result from on-site flow control in the upper basin. Following additional modeling, it is recommended that the City coordinate with Ecology to obtain their concurrence that the regional facility will satisfy Minimum Requirement 7 without modification. If implementation of the regional facility were to require modifying the standards of Minimum Requirement #7, additional basin planning that justifies the modification would need to be reviewed and approved by Ecology, as described in Section 7, Appendix 1 of the NPDES *Phase II Western Washington Municipal Stormwater Permit*.



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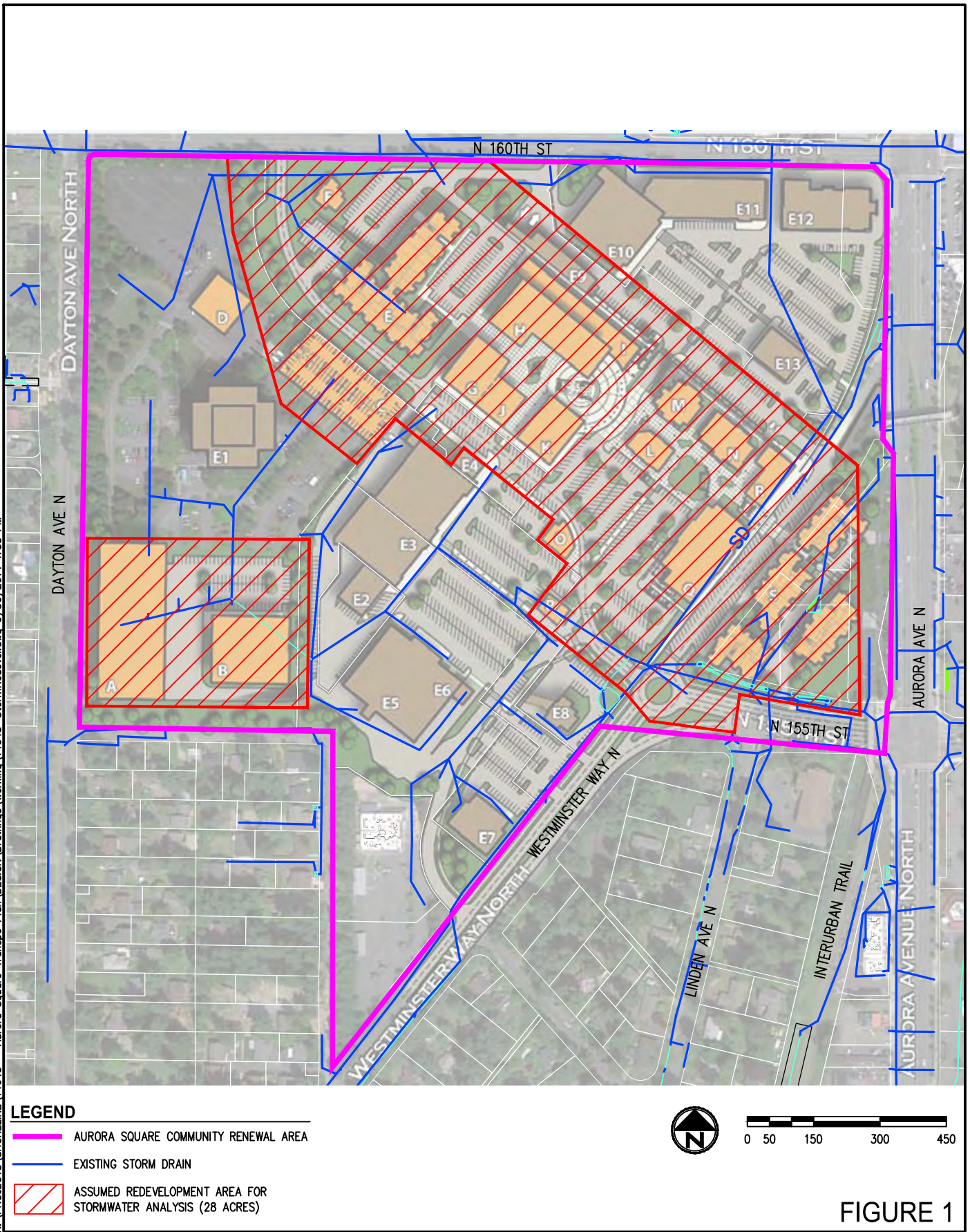


FIGURE 1



## REDEVELOPMENT AREA - PHASED GROWTH ALT.

AURORA SQUARE CRA STORMWATER CONCEPT DEVELOPMENT STUDY  
7b-295

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753 9th Ave N  
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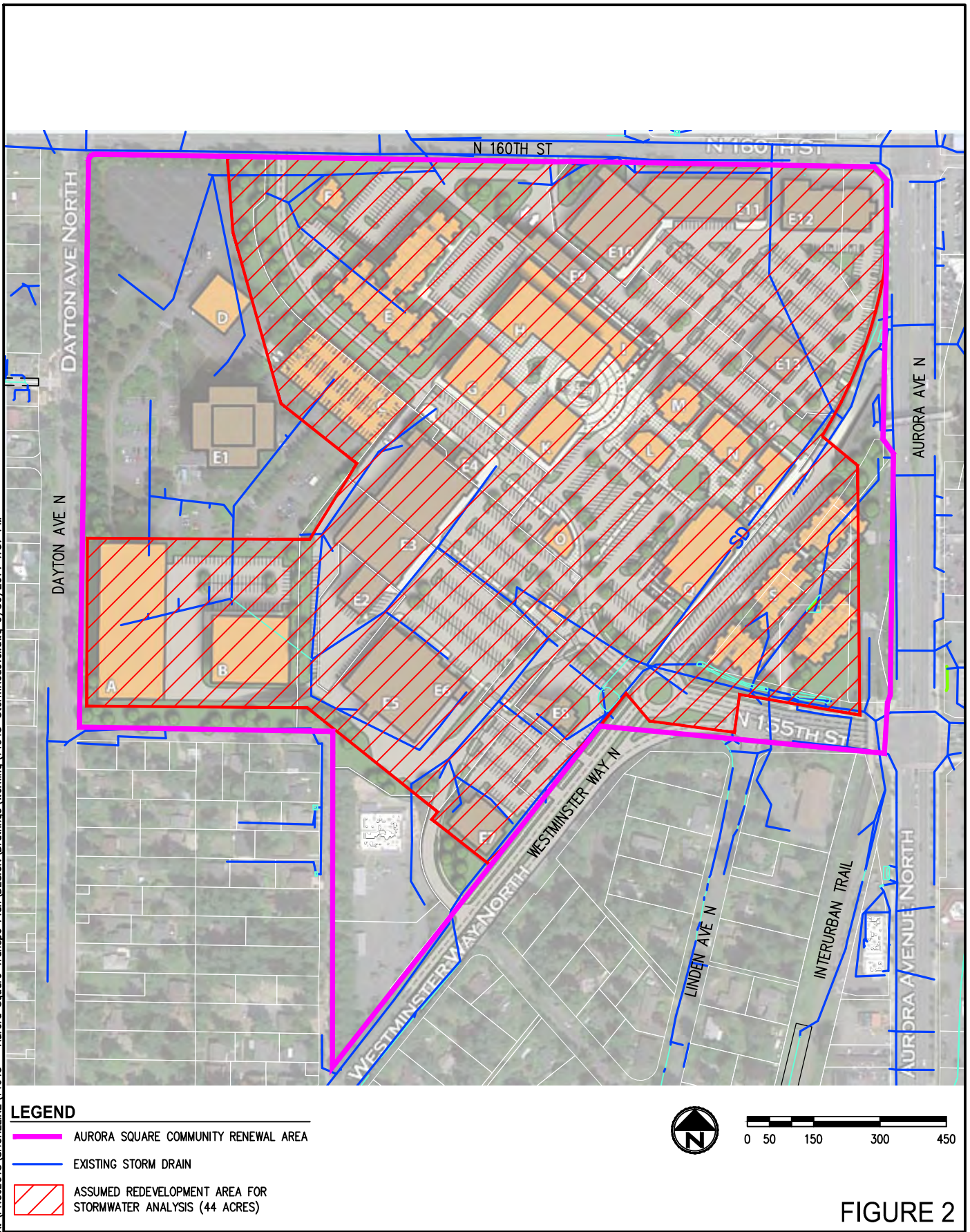


FIGURE 2



## REDEVELOPMENT AREA - PLANNED GROWTH ALT.

AURORA SQUARE CRA STORMWATER CONCEPT DEVELOPMENT STUDY

7b-296

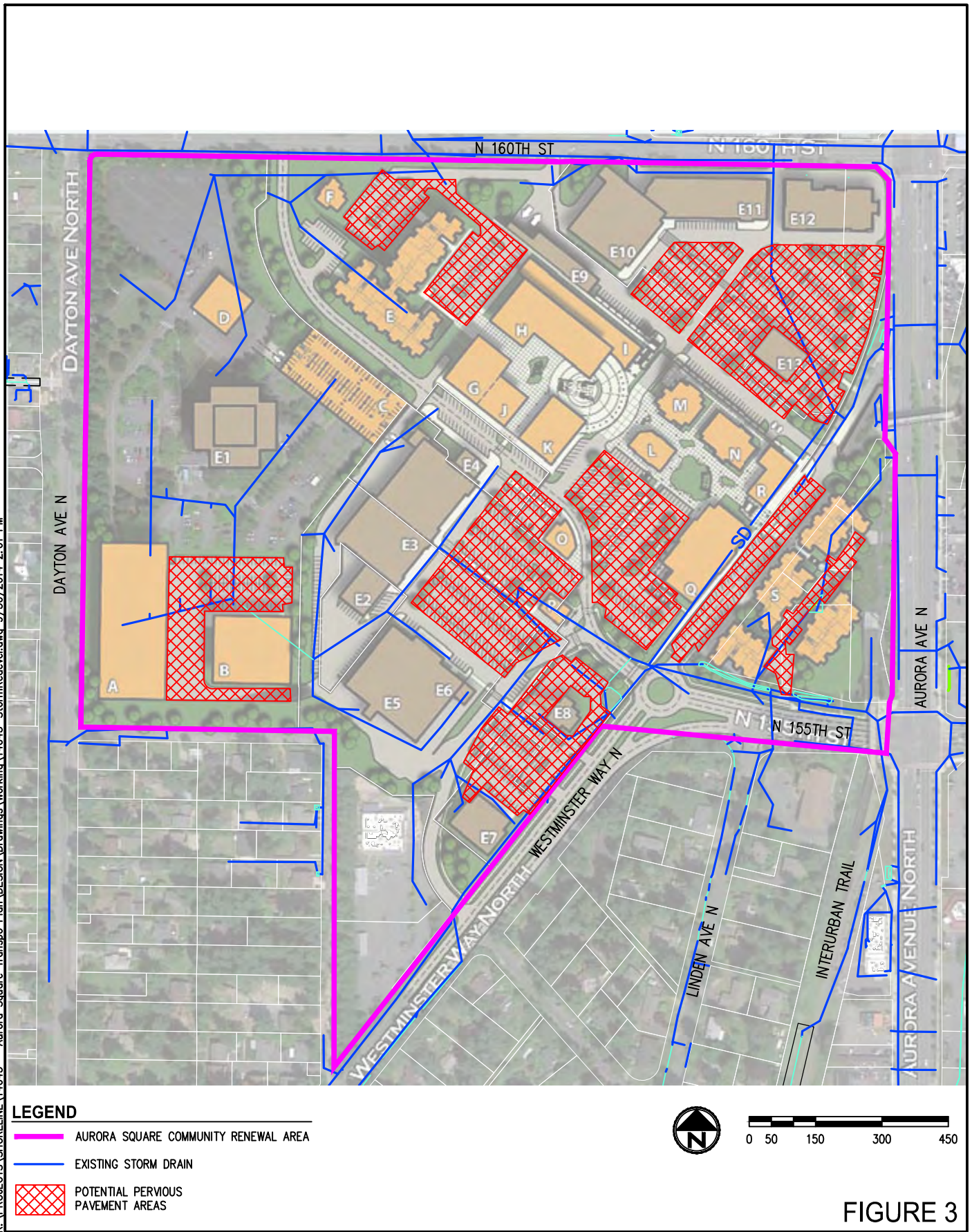
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## POTENTIAL PERVIOUS PAVEMENT AREAS

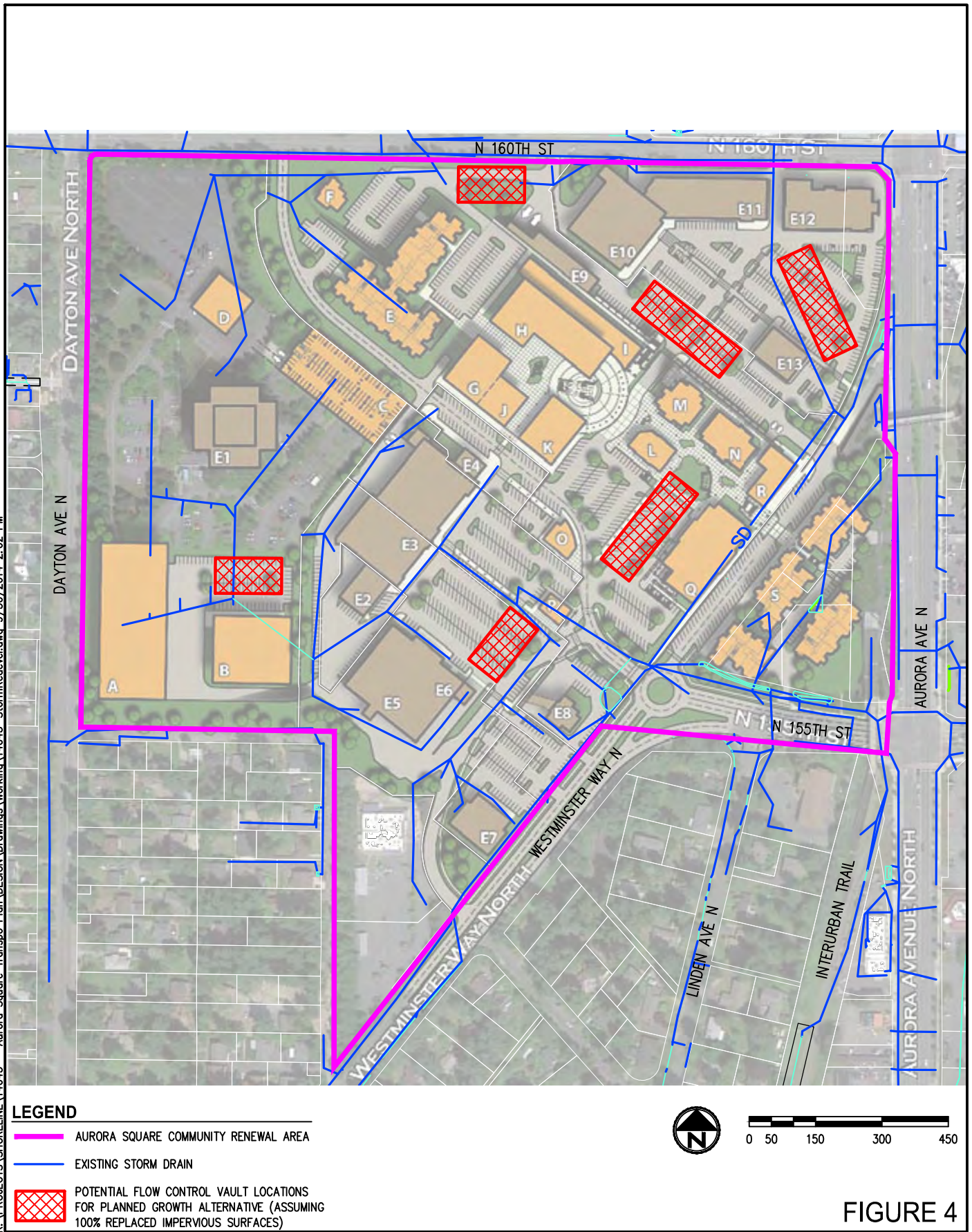
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## ON-SITE FLOW CONTROL CONCEPT

AURORA SQUARE CRA STORMWATER CONCEPT DEVELOPMENT STUDY

7b-298

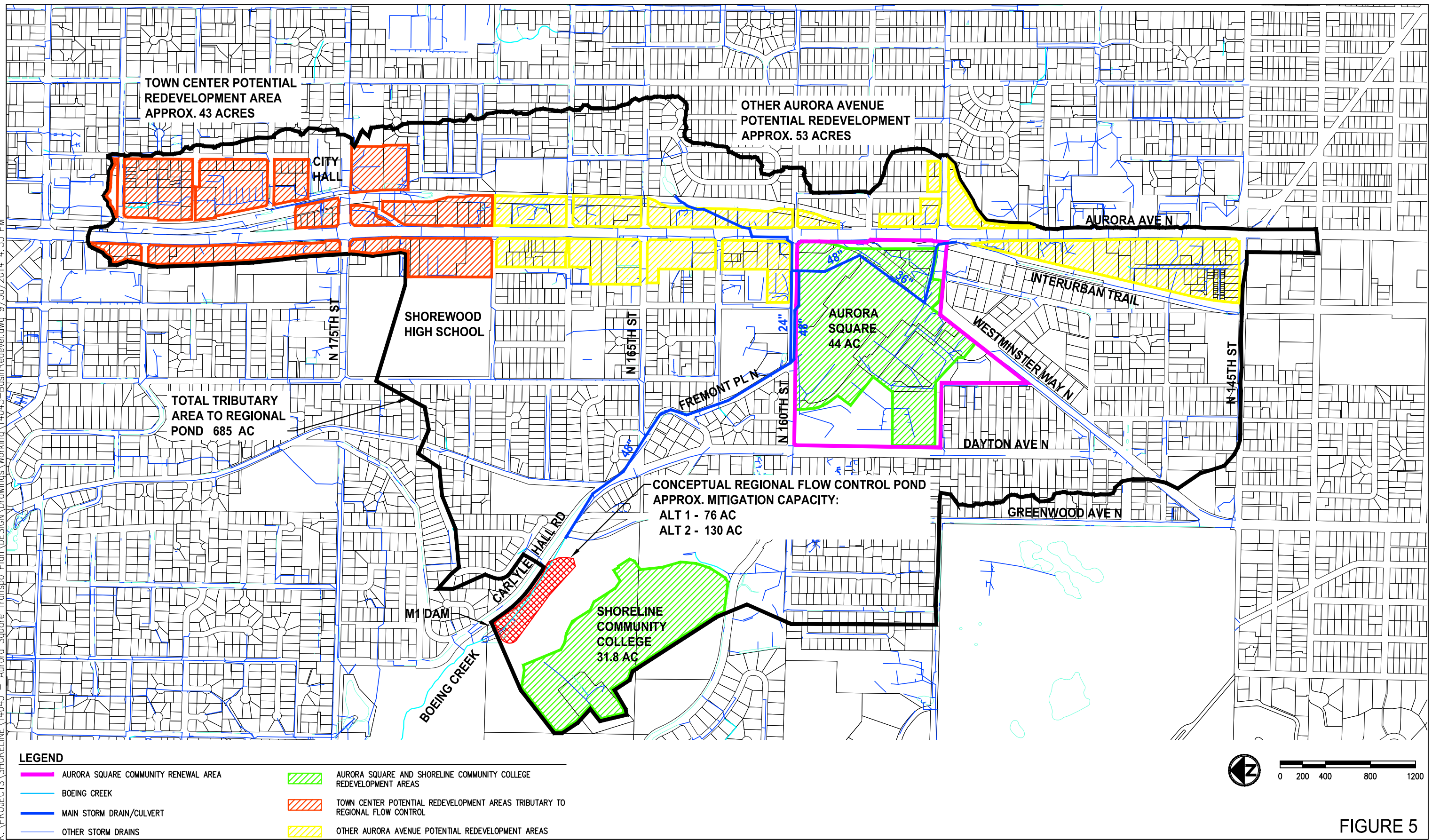
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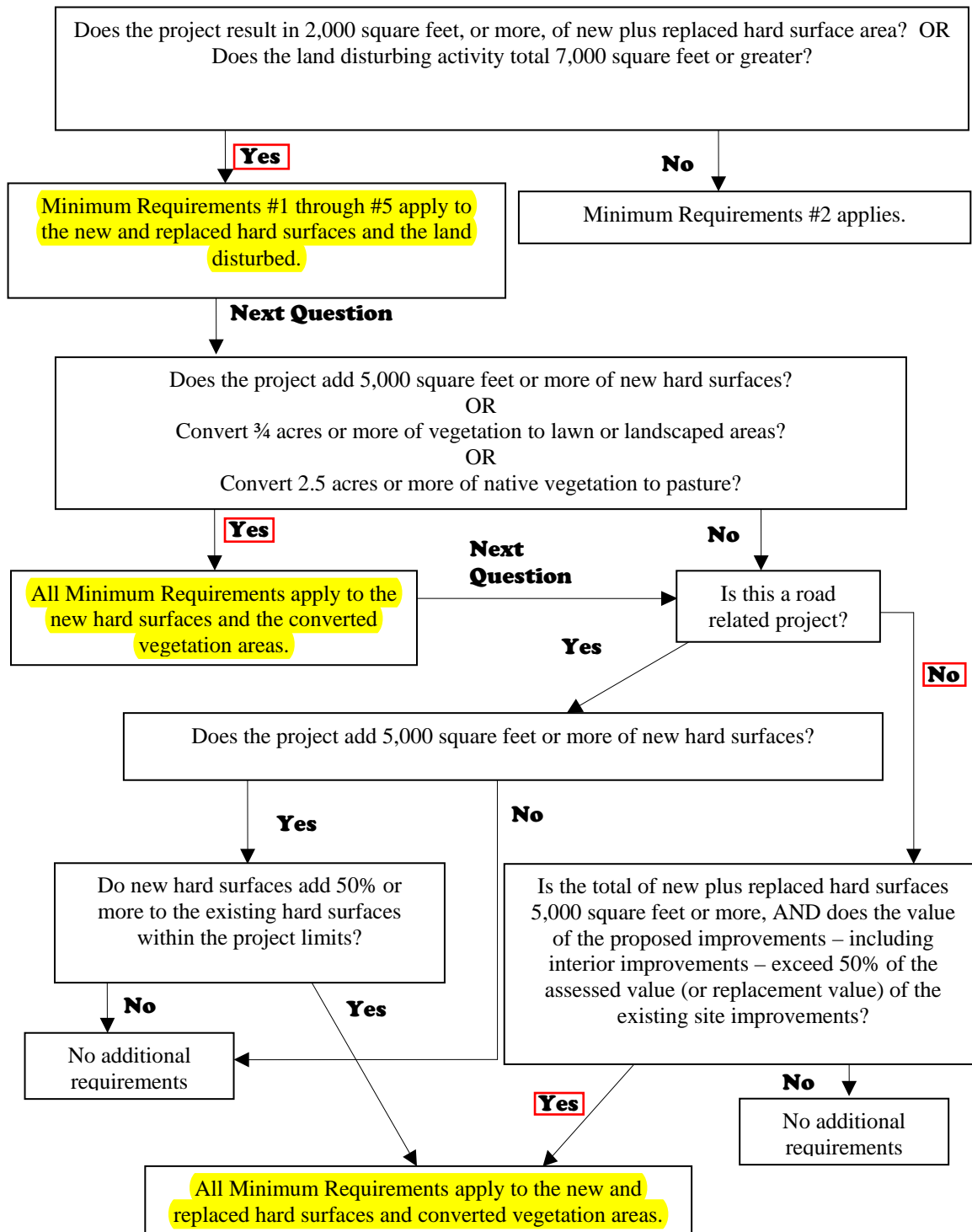
## REGINAL FLOW CONTROL CONCEPT AND TRIBUTARY AREAS

AURORA SQUARE CRA STORMWATER CONCEPT DEVELOPMENT STUDY

7b-299



## **APPENDIX A – Standards Applicability Flowchart**



**Figure 2.4.2 – Flow Chart for Determining Requirements for Redevelopment**

## **APPENDIX B – Preliminary Flow Control Sizing Calculations**

**Flow Control Sizing Calcs – Alt. 1 (On-Site) – Planned Growth**  
**44 ac Aurora Square tributary area with 80% impervious coverage**

WWHM4  
PROJECT REPORT

---

Project Name: Aurora-Sq-44ac  
Site Name: Aurora Square  
Site Address:  
City :  
Report Date: 9/30/2014  
Gage : Seatac  
Data Start : 1948/10/01  
Data End : 1998/09/30  
Precip Scale: 0.83  
Version : 2014/02/14

---

Low Flow Threshold for POC 1 : 50 Percent of the 2 Year

---

High Flow Threshold for POC 1: 50 year

---

PREDEVELOPED LAND USE

Name : Basin 1  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Forest, Mod	44
Pervious Total	44
<u>Impervious Land Use</u>	<u>Acres</u>
Impervious Total	0
Basin Total	44

---

Element Flows To:		
Surface	Interflow	Groundwater

---

MITIGATED LAND USE

Name : Basin 1  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Lawn, Flat	8.8
Pervious Total	8.8
<u>Impervious Land Use</u>	<u>Acres</u>
PARKING FLAT	35.2
Impervious Total	35.2
Basin Total	44

---

**Element Flows To:**

Surface	Interflow	Groundwater
Vault 1	Vault 1	

---

**Name :** Vault 1

**Width :** 137.708921570869 ft.

**Length :** 688.544607854334 ft.

**Depth:** 11 ft.

**Discharge Structure**

**Riser Height:** 10 ft.

**Riser Diameter:** 18 in.

**Orifice 1 Diameter:** 2.25 in. **Elevation:** 0 ft.

**Orifice 2 Diameter:** 4.1 in. **Elevation:** 6.67 ft.

**Orifice 3 Diameter:** 2.5 in. **Elevation:** 7.5 ft.

**Element Flows To:**

Outlet 1	Outlet 2
----------	----------

---

**Vault Hydraulic Table**

Stage(ft)	Area(ac)	Volume(ac-ft)	Discharge(cfs)	Infilt(cfs)
0.0000	2.176	0.000	0.000	0.000
0.1222	2.176	0.266	0.046	0.000
0.2444	2.176	0.532	0.065	0.000
0.3667	2.176	0.798	0.080	0.000
0.4889	2.176	1.064	0.093	0.000
0.6111	2.176	1.330	0.103	0.000
0.7333	2.176	1.596	0.113	0.000
0.8556	2.176	1.862	0.123	0.000
0.9778	2.176	2.128	0.131	0.000
1.1000	2.176	2.394	0.139	0.000
1.2222	2.176	2.660	0.147	0.000
1.3444	2.176	2.926	0.154	0.000
1.4667	2.176	3.192	0.161	0.000
1.5889	2.176	3.458	0.167	0.000
1.7111	2.176	3.724	0.173	0.000
1.8333	2.176	3.990	0.180	0.000
1.9556	2.176	4.256	0.185	0.000
2.0778	2.176	4.522	0.191	0.000
2.2000	2.176	4.788	0.197	0.000
2.3222	2.176	5.054	0.202	0.000
2.4444	2.176	5.320	0.207	0.000
2.5667	2.176	5.587	0.213	0.000
2.6889	2.176	5.853	0.218	0.000
2.8111	2.176	6.119	0.222	0.000
2.9333	2.176	6.385	0.227	0.000
3.0556	2.176	6.651	0.232	0.000
3.1778	2.176	6.917	0.237	0.000
3.3000	2.176	7.183	0.241	0.000
3.4222	2.176	7.449	0.246	0.000
3.5444	2.176	7.715	0.250	0.000
3.6667	2.176	7.981	0.254	0.000
3.7889	2.176	8.247	0.258	0.000
3.9111	2.176	8.513	0.263	0.000
4.0333	2.176	8.779	0.267	0.000
4.1556	2.176	9.045	0.271	0.000
4.2778	2.176	9.311	0.275	0.000
4.4000	2.176	9.577	0.278	0.000
4.5222	2.176	9.843	0.282	0.000
4.6444	2.176	10.11	0.286	0.000
4.7667	2.176	10.37	0.290	0.000
4.8889	2.176	10.64	0.294	0.000



5.0111	2.176	10.90	0.297	0.000
5.1333	2.176	11.17	0.301	0.000
5.2556	2.176	11.44	0.304	0.000
5.3778	2.176	11.70	0.308	0.000
5.5000	2.176	11.97	0.311	0.000
5.6222	2.176	12.23	0.315	0.000
5.7444	2.176	12.50	0.318	0.000
5.8667	2.176	12.77	0.322	0.000
5.9889	2.176	13.03	0.325	0.000
6.1111	2.176	13.30	0.328	0.000
6.2333	2.176	13.56	0.332	0.000
6.3556	2.176	13.83	0.335	0.000
6.4778	2.176	14.10	0.338	0.000
6.6000	2.176	14.36	0.341	0.000
6.7222	2.176	14.63	0.445	0.000
6.8444	2.176	14.89	0.532	0.000
6.9667	2.176	15.16	0.591	0.000
7.0889	2.176	15.43	0.639	0.000
7.2111	2.176	15.69	0.681	0.000
7.3333	2.176	15.96	0.719	0.000
7.4556	2.176	16.22	0.754	0.000
7.5778	2.176	16.49	0.832	0.000
7.7000	2.176	16.76	0.890	0.000
7.8222	2.176	17.02	0.939	0.000
7.9444	2.176	17.29	0.982	0.000
8.0667	2.176	17.55	1.023	0.000
8.1889	2.176	17.82	1.060	0.000
8.3111	2.176	18.09	1.096	0.000
8.4333	2.176	18.35	1.131	0.000
8.5556	2.176	18.62	1.163	0.000
8.6778	2.176	18.88	1.195	0.000
8.8000	2.176	19.15	1.225	0.000
8.9222	2.176	19.42	1.255	0.000
9.0444	2.176	19.68	1.284	0.000
9.1667	2.176	19.95	1.312	0.000
9.2889	2.176	20.21	1.339	0.000
9.4111	2.176	20.48	1.365	0.000
9.5333	2.176	20.75	1.391	0.000
9.6556	2.176	21.01	1.417	0.000
9.7778	2.176	21.28	1.441	0.000
9.9000	2.176	21.55	1.466	0.000
10.022	2.176	21.81	1.538	0.000
10.144	2.176	22.08	2.315	0.000
10.267	2.176	22.34	3.548	0.000
10.389	2.176	22.61	5.101	0.000
10.511	2.176	22.88	6.919	0.000
10.633	2.176	23.14	8.966	0.000
10.756	2.176	23.41	11.21	0.000
10.878	2.176	23.67	13.66	0.000
11.000	2.176	23.94	16.27	0.000
11.122	2.176	24.21	19.05	0.000
11.244	0.000	0.000	21.98	0.000

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#### ANALYSIS RESULTS

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Predeveloped Landuse Totals for POC #1  
Total Pervious Area:44  
Total Impervious Area:0

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Mitigated Landuse Totals for POC #1  
Total Pervious Area:8.8  
Total Impervious Area:35.2

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Flow Frequency Return Periods for Predeveloped. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	0.682475
5 year	1.261437
10 year	1.614162
25 year	1.996952
50 year	2.234943
100 year	2.436155

Flow Frequency Return Periods for Mitigated. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	0.400633
5 year	0.654066
10 year	0.87275
25 year	1.217444
50 year	1.531049
100 year	1.899865

---

Annual Peaks for Predeveloped and Mitigated. POC #1

<u>Year</u>	<u>Predeveloped</u>	<u>Mitigated</u>
1949	0.884	0.276
1950	1.572	0.715
1951	2.072	1.460
1952	0.549	0.250
1953	0.394	0.675
1954	0.678	0.336
1955	1.195	0.286
1956	0.986	1.079
1957	0.474	0.298
1958	0.777	0.324
1959	0.677	0.340
1960	1.036	0.713
1961	0.711	0.741
1962	0.319	0.257
1963	0.418	0.325
1964	0.669	0.654
1965	0.401	0.340
1966	0.488	0.330
1967	1.178	0.751
1968	0.686	0.300
1969	0.614	0.323
1970	0.400	0.331
1971	0.492	0.305
1972	1.504	1.214
1973	0.586	0.538
1974	0.625	0.481
1975	0.801	0.309
1976	0.562	0.315
1977	0.008	0.223
1978	0.468	0.328
1979	0.234	0.215
1980	0.646	1.037
1981	0.387	0.314
1982	0.496	0.336
1983	0.768	0.336
1984	0.476	0.287
1985	0.226	0.253
1986	1.511	0.304
1987	1.114	0.618
1988	0.293	0.281
1989	0.265	0.285
1990	2.037	0.548
1991	1.826	1.098
1992	0.465	0.308
1993	0.568	0.228
1994	0.079	0.226
1995	0.949	0.597
1996	1.911	1.375
1997	1.621	1.193
1998	0.304	0.292

---

**Ranked Annual Peaks for Predeveloped and Mitigated. POC #1**

Rank	Predeveloped	Mitigated
1	2.0717	1.4599
2	2.0366	1.3745
3	1.9106	1.2137
4	1.8262	1.1932
5	1.6213	1.0976
6	1.5721	1.0786
7	1.5114	1.0370
8	1.5040	0.7506
9	1.1951	0.7408
10	1.1782	0.7146
11	1.1140	0.7127
12	1.0358	0.6751
13	0.9864	0.6544
14	0.9491	0.6184
15	0.8842	0.5966
16	0.8010	0.5476
17	0.7773	0.5376
18	0.7677	0.4806
19	0.7112	0.3403
20	0.6863	0.3396
21	0.6778	0.3362
22	0.6769	0.3362
23	0.6691	0.3362
24	0.6463	0.3313
25	0.6249	0.3297
26	0.6135	0.3282
27	0.5858	0.3246
28	0.5683	0.3243
29	0.5619	0.3226
30	0.5492	0.3148
31	0.4959	0.3142
32	0.4923	0.3094
33	0.4884	0.3076
34	0.4759	0.3046
35	0.4744	0.3042
36	0.4684	0.3000
37	0.4653	0.2981
38	0.4183	0.2920
39	0.4007	0.2868
40	0.3996	0.2856
41	0.3935	0.2855
42	0.3868	0.2809
43	0.3191	0.2763
44	0.3036	0.2571
45	0.2932	0.2533
46	0.2649	0.2504
47	0.2345	0.2276
48	0.2265	0.2257
49	0.0794	0.2227
50	0.0084	0.2149

---

**POC #1**

**The Facility PASSED**

**The Facility PASSED.**

Flow(cfs)	Predev	Mit	Percentage	Pass/Fail
0.3412	3945	3132	79	Pass
0.3604	3536	2860	80	Pass
0.3795	3201	2722	85	Pass
0.3986	2910	2574	88	Pass
0.4178	2650	2437	91	Pass
0.4369	2432	2303	94	Pass
0.4560	2233	2142	95	Pass
0.4751	2065	2004	97	Pass
0.4943	1895	1872	98	Pass
0.5134	1766	1745	98	Pass

0.5325	1646	1640	99	Pass
0.5516	1536	1507	98	Pass
0.5708	1440	1387	96	Pass
0.5899	1350	1285	95	Pass
0.6090	1253	1152	91	Pass
0.6282	1166	1041	89	Pass
0.6473	1084	960	88	Pass
0.6664	1009	864	85	Pass
0.6855	951	792	83	Pass
0.7047	898	722	80	Pass
0.7238	846	658	77	Pass
0.7429	798	599	75	Pass
0.7621	750	555	74	Pass
0.7812	712	538	75	Pass
0.8003	667	523	78	Pass
0.8194	644	507	78	Pass
0.8386	614	481	78	Pass
0.8577	579	462	79	Pass
0.8768	546	435	79	Pass
0.8960	520	408	78	Pass
0.9151	499	384	76	Pass
0.9342	470	361	76	Pass
0.9533	437	335	76	Pass
0.9725	415	306	73	Pass
0.9916	390	280	71	Pass
1.0107	367	260	70	Pass
1.0299	342	238	69	Pass
1.0490	320	208	65	Pass
1.0681	304	192	63	Pass
1.0872	282	174	61	Pass
1.1064	266	156	58	Pass
1.1255	251	147	58	Pass
1.1446	239	133	55	Pass
1.1638	230	117	50	Pass
1.1829	219	105	47	Pass
1.2020	202	92	45	Pass
1.2211	194	83	42	Pass
1.2403	187	77	41	Pass
1.2594	181	72	39	Pass
1.2785	173	65	37	Pass
1.2977	163	57	34	Pass
1.3168	155	51	32	Pass
1.3359	148	45	30	Pass
1.3550	140	38	27	Pass
1.3742	133	25	18	Pass
1.3933	128	18	14	Pass
1.4124	122	11	9	Pass
1.4316	115	8	6	Pass
1.4507	108	5	4	Pass
1.4698	100	0	0	Pass
1.4889	91	0	0	Pass
1.5081	84	0	0	Pass
1.5272	77	0	0	Pass
1.5463	66	0	0	Pass
1.5655	61	0	0	Pass
1.5846	54	0	0	Pass
1.6037	52	0	0	Pass
1.6228	47	0	0	Pass
1.6420	44	0	0	Pass
1.6611	41	0	0	Pass
1.6802	37	0	0	Pass
1.6993	34	0	0	Pass
1.7185	28	0	0	Pass
1.7376	26	0	0	Pass
1.7567	22	0	0	Pass
1.7759	21	0	0	Pass
1.7950	19	0	0	Pass
1.8141	17	0	0	Pass
1.8332	15	0	0	Pass
1.8524	15	0	0	Pass
1.8715	13	0	0	Pass

1.8906	11	0	0	Pass
1.9098	11	0	0	Pass
1.9289	8	0	0	Pass
1.9480	8	0	0	Pass
1.9671	6	0	0	Pass
1.9863	5	0	0	Pass
2.0054	4	0	0	Pass
2.0245	3	0	0	Pass
2.0437	2	0	0	Pass
2.0628	2	0	0	Pass
2.0819	0	0	0	Pass
2.1010	0	0	0	Pass
2.1202	0	0	0	Pass
2.1393	0	0	0	Pass
2.1584	0	0	0	Pass
2.1776	0	0	0	Pass
2.1967	0	0	0	Pass
2.2158	0	0	0	Pass
2.2349	0	0	0	Pass

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**Water Quality BMP Flow and Volume for POC #1**

On-line facility volume: 0 acre-feet

On-line facility target flow: 0 cfs.

Adjusted for 15 min: 0 cfs.

Off-line facility target flow: 0 cfs.

Adjusted for 15 min: 0 cfs.

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**Perlnd and Implnd Changes**

No changes have been made.

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## Flow Control Sizing Calcs – Alt. 2 (Regional, SCC Greenwood Parking Lot, adjacent to Boeing Creek)

- 44 ac Aurora Square tributary area with 80% impervious coverage
- 31.8 ac Shoreline Community College tributary area per Campus Master Drainage Plan
- 2 in/hour infiltration per SCC preliminary geotechnical study
- Resulting facility size 11.5 ac-ft

### WWHM4 PROJECT REPORT

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Project Name: SCC-2  
Site Name: Aurora Sq - SCC  
Site Address:  
City :  
Report Date: 9/30/2014  
Gage : Seatac  
Data Start : 1948/10/01  
Data End : 1998/09/30  
Precip Scale: 0.83  
Version : 2014/02/14

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Low Flow Threshold for POC 1 : 50 Percent of the 2 Year

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High Flow Threshold for POC 1: 50 year

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#### PREDEVELOPED LAND USE

Name : SCC-LRDP  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Forest, Flat	31.8

Pervious Total	31.8
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<u>Impervious Land Use</u>	<u>Acres</u>
Impervious Total	0

Basin Total	31.8
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Element Flows To:		
Surface	Interflow	Groundwater

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Name : AuroraSq  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Forest, Flat	44

Pervious Total	44
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<u>Impervious Land Use</u>	<u>Acres</u>
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Impervious Total	0
Basin Total	44

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Element Flows To:		
Surface	Interflow	Groundwater

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MITIGATED LAND USE

Name : SCC-LRDP  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Lawn, Flat	6.6

Pervious Total	6.6
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<u>Impervious Land Use</u>	<u>Acres</u>
PARKING FLAT	25.2

Impervious Total	25.2
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Basin Total	31.8
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Element Flows To:		
Surface	Interflow	Groundwater
Trapezoidal Pond 1	Trapezoidal Pond 1	

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Name : AuroraSq  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Lawn, Flat	8.8

Pervious Total	8.8
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<u>Impervious Land Use</u>	<u>Acres</u>
PARKING FLAT	35.2

Impervious Total	35.2
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Basin Total	44
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Element Flows To:		
Surface	Interflow	Groundwater
Trapezoidal Pond 1	Trapezoidal Pond 1	

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Name : Trapezoidal Pond 1  
Bottom Length: 830.47 ft.  
Bottom Width: 46.14 ft.  
Depth: 10 ft.

Volume at riser head: 11.4478 acre-ft.  
 Infiltration On  
 Infiltration rate: 2  
 Infiltration safety factor: 1  
 Total Volume Infiltrated (ac-ft): 6862.318  
 Total Volume Through Riser (ac-ft): 83.758  
 Total Volume Through Facility (ac-ft): 6946.076  
 Percent Infiltrated: 98.79  
 Side slope 1: 2 To 1  
 Side slope 2: 2 To 1  
 Side slope 3: 2 To 1  
 Side slope 4: 2 To 1  
Discharge Structure  
 Riser Height: 9 ft.  
 Riser Diameter: 54 in.  
 Notch Type: Rectangular  
 Notch Width: 0.073 ft.  
 Notch Height: 4.720 ft.  
 Orifice 1 Diameter: 3.658 in. Elevation: 0 ft.

Element Flows To:  
 Outlet 1                      Outlet 2

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Pond Hydraulic Table				
Stage(ft)	Area(ac)	Volume(ac-ft)	Discharge(cfs)	Infilt(cfs)
0.0000	0.879	0.000	0.000	0.000
0.1111	0.888	0.098	0.117	1.773
0.2222	0.897	0.197	0.165	1.773
0.3333	0.906	0.297	0.202	1.773
0.4444	0.915	0.398	0.234	1.773
0.5556	0.924	0.501	0.261	1.773
0.6667	0.933	0.604	0.286	1.773
0.7778	0.942	0.708	0.309	1.773
0.8889	0.951	0.813	0.331	1.773
1.0000	0.960	0.920	0.351	1.773
1.1111	0.969	1.027	0.370	1.773
1.2222	0.978	1.135	0.388	1.773
1.3333	0.987	1.244	0.405	1.773
1.4444	0.996	1.354	0.422	1.773
1.5556	1.005	1.466	0.438	1.773
1.6667	1.014	1.578	0.453	1.773
1.7778	1.023	1.691	0.468	1.773
1.8889	1.033	1.805	0.483	1.773
2.0000	1.042	1.921	0.497	1.773
2.1111	1.051	2.037	0.510	1.773
2.2222	1.060	2.154	0.523	1.773
2.3333	1.069	2.273	0.536	1.773
2.4444	1.078	2.392	0.549	1.773
2.5556	1.087	2.512	0.561	1.773
2.6667	1.096	2.634	0.573	1.773
2.7778	1.106	2.756	0.585	1.773
2.8889	1.115	2.879	0.597	1.773
3.0000	1.124	3.004	0.608	1.773
3.1111	1.133	3.129	0.619	1.773
3.2222	1.142	3.256	0.630	1.773
3.3333	1.152	3.383	0.641	1.773
3.4444	1.161	3.512	0.652	1.773
3.5556	1.170	3.641	0.662	1.773
3.6667	1.179	3.772	0.672	1.773
3.7778	1.188	3.903	0.683	1.773
3.8889	1.198	4.036	0.693	1.773
4.0000	1.207	4.170	0.702	1.773
4.1111	1.216	4.304	0.712	1.773
4.2222	1.226	4.440	0.722	1.773
4.3333	1.235	4.577	0.734	1.773
4.4444	1.244	4.715	0.756	1.773
4.5556	1.253	4.853	0.783	1.773

4.6667	1.263	4.993	0.813	1.773
4.7778	1.272	5.134	0.845	1.773
4.8889	1.281	5.276	0.878	1.773
5.0000	1.291	5.419	0.912	1.773
5.1111	1.300	5.563	0.948	1.773
5.2222	1.310	5.708	0.983	1.773
5.3333	1.319	5.854	1.021	1.773
5.4444	1.328	6.001	1.064	1.773
5.5556	1.338	6.149	1.108	1.773
5.6667	1.347	6.299	1.154	1.773
5.7778	1.356	6.449	1.300	1.773
5.8889	1.366	6.600	1.359	1.773
6.0000	1.375	6.753	1.421	1.773
6.1111	1.385	6.906	1.484	1.773
6.2222	1.394	7.060	1.549	1.773
6.3333	1.404	7.216	1.615	1.773
6.4444	1.413	7.372	1.683	1.773
6.5556	1.423	7.530	1.752	1.773
6.6667	1.432	7.689	1.823	1.773
6.7778	1.442	7.848	1.895	1.773
6.8889	1.451	8.009	1.969	1.773
7.0000	1.461	8.171	2.044	1.773
7.1111	1.470	8.334	2.120	1.773
7.2222	1.480	8.498	2.198	1.773
7.3333	1.489	8.663	2.277	1.773
7.4444	1.499	8.829	2.357	1.773
7.5556	1.508	8.996	2.438	1.773
7.6667	1.518	9.164	2.521	1.773
7.7778	1.527	9.333	2.605	1.773
7.8889	1.537	9.504	2.690	1.773
8.0000	1.547	9.675	2.776	1.773
8.1111	1.556	9.847	2.863	1.773
8.2222	1.566	10.02	2.952	1.773
8.3333	1.575	10.19	3.042	1.773
8.4444	1.585	10.37	3.132	1.773
8.5556	1.595	10.54	3.224	1.773
8.6667	1.604	10.72	3.317	1.773
8.7778	1.614	10.90	3.411	1.773
8.8889	1.624	11.08	3.506	1.773
9.0000	1.633	11.26	3.602	1.773
9.1111	1.643	11.44	5.231	1.773
9.2222	1.653	11.63	8.206	1.773
9.3333	1.662	11.81	12.05	1.773
9.4444	1.672	12.00	16.61	1.773
9.5556	1.682	12.18	21.78	1.773
9.6667	1.692	12.37	27.49	1.773
9.7778	1.701	12.56	33.70	1.773
9.8889	1.711	12.75	40.38	1.773
10.000	1.721	12.94	47.48	1.773
10.111	1.731	13.13	54.99	1.773

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#### ANALYSIS RESULTS

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Predeveloped Landuse Totals for POC #1  
Total Pervious Area:75.8  
Total Impervious Area:0

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Mitigated Landuse Totals for POC #1  
Total Pervious Area:15.4  
Total Impervious Area:60.4

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Flow Frequency Return Periods for Predeveloped. POC #1  
Return Period                      Flow(cfs)  
2 year                                      1.167604

5 year	2.149448
10 year	2.746042
25 year	3.39252
50 year	3.794031
100 year	4.133273

Flow Frequency Return Periods for Mitigated. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	0
5 year	0
10 year	0
25 year	0
50 year	0
100 year	0

Annual Peaks for Predeveloped and Mitigated. POC #1

<u>Year</u>	<u>Predeveloped</u>	<u>Mitigated</u>
1949	1.485	0.000
1950	2.339	0.000
1951	3.563	0.000
1952	0.947	0.000
1953	0.678	0.000
1954	1.169	0.000
1955	2.053	0.000
1956	1.639	0.000
1957	0.818	0.000
1958	1.339	0.000
1959	1.166	0.000
1960	1.779	0.000
1961	1.225	0.000
1962	0.550	0.000
1963	0.721	0.000
1964	1.155	0.000
1965	0.691	0.000
1966	0.842	0.000
1967	1.957	0.000
1968	1.182	0.000
1969	1.058	0.000
1970	0.679	0.000
1971	0.849	0.000
1972	2.577	0.000
1973	1.011	0.000
1974	1.077	0.000
1975	1.383	0.000
1976	0.969	0.000
1977	0.015	0.000
1978	0.808	0.000
1979	0.404	0.000
1980	1.114	0.000
1981	0.667	0.000
1982	0.855	0.000
1983	1.324	0.000
1984	0.819	0.000
1985	0.390	0.000
1986	2.604	0.000
1987	1.920	0.000
1988	0.505	0.000
1989	0.456	0.000
1990	3.409	0.000
1991	3.103	0.000
1992	0.803	0.000
1993	0.980	0.000
1994	0.137	0.000
1995	1.635	0.000
1996	3.271	0.000
1997	2.786	0.000
1998	0.524	0.000

Ranked Annual Peaks for Predeveloped and Mitigated. POC #1



Rank	Predeveloped	Mitigated
1	3.5632	0.0000
2	3.4094	0.0000
3	3.2715	0.0000
4	3.1029	0.0000
5	2.7865	0.0000
6	2.6041	0.0000
7	2.5767	0.0000
8	2.3390	0.0000
9	2.0525	0.0000
10	1.9567	0.0000
11	1.9195	0.0000
12	1.7793	0.0000
13	1.6391	0.0000
14	1.6355	0.0000
15	1.4854	0.0000
16	1.3830	0.0000
17	1.3391	0.0000
18	1.3236	0.0000
19	1.2248	0.0000
20	1.1819	0.0000
21	1.1688	0.0000
22	1.1656	0.0000
23	1.1547	0.0000
24	1.1136	0.0000
25	1.0774	0.0000
26	1.0580	0.0000
27	1.0110	0.0000
28	0.9797	0.0000
29	0.9689	0.0000
30	0.9474	0.0000
31	0.8553	0.0000
32	0.8490	0.0000
33	0.8423	0.0000
34	0.8188	0.0000
35	0.8183	0.0000
36	0.8079	0.0000
37	0.8029	0.0000
38	0.7208	0.0000
39	0.6908	0.0000
40	0.6788	0.0000
41	0.6785	0.0000
42	0.6670	0.0000
43	0.5502	0.0000
44	0.5237	0.0000
45	0.5053	0.0000
46	0.4561	0.0000
47	0.4041	0.0000
48	0.3903	0.0000
49	0.1367	0.0000
50	0.0145	0.0000

POC #1

The Facility PASSED

The Facility **PASSED.**

Flow(cfs)	Predev	Mit	Percentage	Pass/Fail
0.5838	4004	0	0	Pass
0.6162	3587	0	0	Pass
0.6487	3237	0	0	Pass
0.6811	2933	0	0	Pass
0.7135	2694	0	0	Pass
0.7459	2462	0	0	Pass
0.7784	2281	0	0	Pass
0.8108	2099	0	0	Pass
0.8432	1935	0	0	Pass
0.8756	1797	0	0	Pass
0.9081	1669	0	0	Pass
0.9405	1566	0	0	Pass

0.9729	1471	0	0	Pass
1.0053	1381	0	0	Pass
1.0378	1293	0	0	Pass
1.0702	1192	0	0	Pass
1.1026	1115	0	0	Pass
1.1351	1033	0	0	Pass
1.1675	978	0	0	Pass
1.1999	917	0	0	Pass
1.2323	869	0	0	Pass
1.2648	818	0	0	Pass
1.2972	773	0	0	Pass
1.3296	730	0	0	Pass
1.3620	689	0	0	Pass
1.3945	655	0	0	Pass
1.4269	626	0	0	Pass
1.4593	599	0	0	Pass
1.4917	565	0	0	Pass
1.5242	535	0	0	Pass
1.5566	508	0	0	Pass
1.5890	488	0	0	Pass
1.6215	449	0	0	Pass
1.6539	428	0	0	Pass
1.6863	407	0	0	Pass
1.7187	381	0	0	Pass
1.7512	359	0	0	Pass
1.7836	338	0	0	Pass
1.8160	315	0	0	Pass
1.8484	301	0	0	Pass
1.8809	280	0	0	Pass
1.9133	260	0	0	Pass
1.9457	250	0	0	Pass
1.9781	237	0	0	Pass
2.0106	227	0	0	Pass
2.0430	213	0	0	Pass
2.0754	198	0	0	Pass
2.1079	193	0	0	Pass
2.1403	186	0	0	Pass
2.1727	178	0	0	Pass
2.2051	172	0	0	Pass
2.2376	161	0	0	Pass
2.2700	154	0	0	Pass
2.3024	147	0	0	Pass
2.3348	142	0	0	Pass
2.3673	132	0	0	Pass
2.3997	128	0	0	Pass
2.4321	119	0	0	Pass
2.4645	112	0	0	Pass
2.4970	101	0	0	Pass
2.5294	96	0	0	Pass
2.5618	91	0	0	Pass
2.5942	82	0	0	Pass
2.6267	77	0	0	Pass
2.6591	65	0	0	Pass
2.6915	61	0	0	Pass
2.7240	55	0	0	Pass
2.7564	51	0	0	Pass
2.7888	48	0	0	Pass
2.8212	43	0	0	Pass
2.8537	42	0	0	Pass
2.8861	36	0	0	Pass
2.9185	34	0	0	Pass
2.9509	29	0	0	Pass
2.9834	27	0	0	Pass
3.0158	25	0	0	Pass
3.0482	21	0	0	Pass
3.0806	19	0	0	Pass
3.1131	18	0	0	Pass
3.1455	15	0	0	Pass
3.1779	14	0	0	Pass
3.2104	11	0	0	Pass
3.2428	11	0	0	Pass

3.2752	9	0	0	Pass
3.3076	8	0	0	Pass
3.3401	8	0	0	Pass
3.3725	8	0	0	Pass
3.4049	5	0	0	Pass
3.4373	3	0	0	Pass
3.4698	3	0	0	Pass
3.5022	2	0	0	Pass
3.5346	2	0	0	Pass
3.5670	0	0	0	Pass
3.5995	0	0	0	Pass
3.6319	0	0	0	Pass
3.6643	0	0	0	Pass
3.6968	0	0	0	Pass
3.7292	0	0	0	Pass
3.7616	0	0	0	Pass
3.7940	0	0	0	Pass

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**Water Quality BMP Flow and Volume for POC #1**

**On-line facility volume: 0 acre-feet**

**On-line facility target flow: 0 cfs.**

**Adjusted for 15 min: 0 cfs.**

**Off-line facility target flow: 0 cfs.**

**Adjusted for 15 min: 0 cfs.**

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**PerlnD and ImplnD Changes**

No changes have been made.

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### Flow Control Sizing Calcs – Alt. 3 (Regional, SCC Greenwood Parking Lot, Expansion behind M1 Dam)

- 44 ac Aurora Square tributary area with 80% impervious coverage
- 31.8 ac Shoreline Community College
- 55 ac additional tributary area from Town Center and Aurora Ave redevelopment
- 2 in/hour infiltration per SCC preliminary geotechnical study
- Resulting facility size 20.7 ac-ft (as expansion to existing facility)

#### WWHM4 PROJECT REPORT

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Project Name: SCC-1  
Site Name: Aurora Sq - SCC  
Site Address:  
City :  
Report Date: 9/30/2014  
Gage : Seatac  
Data Start : 1948/10/01  
Data End : 1998/09/30  
Precip Scale: 0.83  
Version : 2014/02/14

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Low Flow Threshold for POC 1 : 50 Percent of the 2 Year

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High Flow Threshold for POC 1: 50 year

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#### PREDEVELOPED LAND USE

Name : SCC-LRDP  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Forest, Flat	31.8
Pervious Total	31.8
<u>Impervious Land Use</u>	<u>Acres</u>
Impervious Total	0
Basin Total	31.8

---

Element Flows To:		
Surface	Interflow	Groundwater

---

Name : AuroraSq  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Forest, Flat	44
Pervious Total	44
<u>Impervious Land Use</u>	<u>Acres</u>

Impervious Total	0
Basin Total	44

---

Element Flows To:		
Surface	Interflow	Groundwater

---

Name : Boeing  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Forest, Flat	55

Pervious Total	55
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<u>Impervious Land Use</u>	<u>Acres</u>
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Impervious Total	0
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Basin Total	55
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Element Flows To:		
Surface	Interflow	Groundwater

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#### MITIGATED LAND USE

Name : SCC-LRDP  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Lawn, Flat	6.6

Pervious Total	6.6
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<u>Impervious Land Use</u>	<u>Acres</u>
PARKING FLAT	25.2

Impervious Total	25.2
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Basin Total	31.8
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Element Flows To:		
Surface	Interflow	Groundwater
Trapezoidal Pond 1	Trapezoidal Pond 1	

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Name : AuroraSq  
Bypass: No

GroundWater: No



<u>Pervious Land Use</u>	<u>Acres</u>
C, Lawn, Flat	8.8

Pervious Total	8.8
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<u>Impervious Land Use</u>	<u>Acres</u>
PARKING FLAT	35.2

Impervious Total	35.2
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Basin Total	44
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Element Flows To:		
Surface	Interflow	Groundwater
Trapezoidal Pond 1	Trapezoidal Pond 1	

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Name : Trapezoidal Pond 1  
 Bottom Length: 606.28 ft.  
 Bottom Width: 93.27 ft.  
 Depth: 13 ft.  
 Volume at riser head: 20.6990 acre-ft.  
 Infiltration On  
 Infiltration rate: 2  
 Infiltration safety factor: 1  
 Total Volume Infiltrated (ac-ft): 10268.126  
 Total Volume Through Riser (ac-ft): 1730.014  
 Total Volume Through Facility (ac-ft): 11998.14  
 Percent Infiltrated: 85.58  
 Side slope 1: 2 To 1  
 Side slope 2: 2 To 1  
 Side slope 3: 2 To 1  
 Side slope 4: 2 To 1  
Discharge Structure  
 Riser Height: 12 ft.  
 Riser Diameter: 54 in.  
 Notch Type: Rectangular  
 Notch Width: 0.078 ft.  
 Notch Height: 6.613 ft.  
 Orifice 1 Diameter: 4.336 in. Elevation: 0 ft.

Element Flows To:  
 Outlet 1                      Outlet 2

---

Pond Hydraulic Table				
Stage(ft)	Area(ac)	Volume(ac-ft)	Discharge(cfs)	Infilt(cfs)
0.0000	1.298	0.000	0.000	0.000
0.1444	1.307	0.188	0.187	2.618
0.2889	1.316	0.377	0.265	2.618
0.4333	1.326	0.568	0.325	2.618
0.5778	1.335	0.760	0.375	2.618
0.7222	1.344	0.954	0.419	2.618
0.8667	1.354	1.149	0.459	2.618
1.0111	1.363	1.345	0.496	2.618
1.1556	1.372	1.543	0.530	2.618
1.3000	1.382	1.742	0.563	2.618
1.4444	1.391	1.942	0.593	2.618
1.5889	1.401	2.144	0.622	2.618
1.7333	1.410	2.347	0.650	2.618
1.8778	1.420	2.551	0.676	2.618
2.0222	1.429	2.757	0.702	2.618
2.1667	1.439	2.964	0.726	2.618

2.3111	1.448	3.173	0.750	2.618
2.4556	1.458	3.383	0.773	2.618
2.6000	1.467	3.594	0.796	2.618
2.7444	1.477	3.807	0.818	2.618
2.8889	1.486	4.021	0.839	2.618
3.0333	1.496	4.236	0.860	2.618
3.1778	1.506	4.453	0.880	2.618
3.3222	1.515	4.672	0.900	2.618
3.4667	1.525	4.891	0.919	2.618
3.6111	1.535	5.112	0.938	2.618
3.7556	1.544	5.335	0.956	2.618
3.9000	1.554	5.558	0.975	2.618
4.0444	1.564	5.784	0.993	2.618
4.1889	1.573	6.010	1.010	2.618
4.3333	1.583	6.238	1.027	2.618
4.4778	1.593	6.468	1.044	2.618
4.6222	1.603	6.699	1.061	2.618
4.7667	1.612	6.931	1.078	2.618
4.9111	1.622	7.164	1.094	2.618
5.0556	1.632	7.400	1.110	2.618
5.2000	1.642	7.636	1.126	2.618
5.3444	1.652	7.874	1.141	2.618
5.4889	1.661	8.113	1.165	2.618
5.6333	1.671	8.354	1.202	2.618
5.7778	1.681	8.596	1.245	2.618
5.9222	1.691	8.840	1.292	2.618
6.0667	1.701	9.085	1.342	2.618
6.2111	1.711	9.331	1.392	2.618
6.3556	1.721	9.579	1.444	2.618
6.5000	1.731	9.829	1.503	2.618
6.6444	1.741	10.08	1.565	2.618
6.7889	1.751	10.33	1.727	2.618
6.9333	1.761	10.58	1.810	2.618
7.0778	1.771	10.84	1.897	2.618
7.2222	1.781	11.09	1.987	2.618
7.3667	1.791	11.35	2.079	2.618
7.5111	1.801	11.61	2.175	2.618
7.6556	1.811	11.87	2.273	2.618
7.8000	1.821	12.13	2.374	2.618
7.9444	1.831	12.40	2.477	2.618
8.0889	1.841	12.66	2.583	2.618
8.2333	1.852	12.93	2.691	2.618
8.3778	1.862	13.20	2.802	2.618
8.5222	1.872	13.47	2.915	2.618
8.6667	1.882	13.74	3.030	2.618
8.8111	1.892	14.01	3.148	2.618
8.9556	1.903	14.29	3.267	2.618
9.1000	1.913	14.56	3.389	2.618
9.2444	1.923	14.84	3.512	2.618
9.3889	1.933	15.12	3.638	2.618
9.5333	1.944	15.40	3.766	2.618
9.6778	1.954	15.68	3.895	2.618
9.8222	1.964	15.96	4.027	2.618
9.9667	1.975	16.25	4.160	2.618
10.111	1.985	16.53	4.296	2.618
10.256	1.995	16.82	4.433	2.618
10.400	2.006	17.11	4.572	2.618
10.544	2.016	17.40	4.713	2.618
10.689	2.026	17.69	4.855	2.618
10.833	2.037	17.98	4.999	2.618
10.978	2.047	18.28	5.145	2.618
11.122	2.058	18.58	5.293	2.618
11.267	2.068	18.87	5.442	2.618
11.411	2.079	19.17	5.593	2.618
11.556	2.089	19.48	5.746	2.618
11.700	2.100	19.78	5.900	2.618
11.844	2.110	20.08	6.056	2.618
11.989	2.121	20.39	6.213	2.618
12.133	2.131	20.69	8.368	2.618
12.278	2.142	21.00	12.66	2.618
12.422	2.152	21.31	18.27	2.618

12.567	2.163	21.63	24.96	2.618
12.711	2.174	21.94	32.55	2.618
12.856	2.184	22.25	40.96	2.618
13.000	2.195	22.57	50.12	2.618
13.144	2.206	22.89	59.96	2.618

Name : Town Ctr & Aurora  
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>Acres</u>
C, Lawn, Flat	11

Pervious Total	11
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<u>Impervious Land Use</u>	<u>Acres</u>
PARKING FLAT	44

Impervious Total	44
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Basin Total	55
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Element Flows To:

Surface	Interflow	Groundwater
Trapezoidal Pond 1	Trapezoidal Pond 1	

#### ANALYSIS RESULTS

Predeveloped Landuse Totals for POC #1  
Total Pervious Area:130.8  
Total Impervious Area:0

Mitigated Landuse Totals for POC #1  
Total Pervious Area:26.4  
Total Impervious Area:104.4

Flow Frequency Return Periods for Predeveloped. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	2.014809
5 year	3.709073
10 year	4.738551
25 year	5.854109
50 year	6.546955
100 year	7.132348

Flow Frequency Return Periods for Mitigated. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	1.556611
5 year	2.715601
10 year	3.767813
25 year	5.498113
50 year	7.132244
100 year	9.112687

Annual Peaks for Predeveloped and Mitigated. POC #1

<u>Year</u>	<u>Predeveloped</u>	<u>Mitigated</u>
1949	2.563	1.104

1950	4.036	1.657
1951	6.149	5.407
1952	1.635	1.020
1953	1.171	1.091
1954	2.017	1.132
1955	3.542	2.565
1956	2.828	1.626
1957	1.412	1.338
1958	2.311	1.291
1959	2.011	1.209
1960	3.070	4.969
1961	2.113	1.298
1962	0.949	0.934
1963	1.244	1.201
1964	1.993	1.237
1965	1.192	1.542
1966	1.453	0.973
1967	3.376	2.067
1968	2.040	1.040
1969	1.826	1.248
1970	1.171	1.155
1971	1.465	1.499
1972	4.446	3.415
1973	1.745	1.061
1974	1.859	0.980
1975	2.387	2.438
1976	1.672	1.223
1977	0.025	0.980
1978	1.394	1.564
1979	0.697	0.937
1980	1.922	3.345
1981	1.151	1.043
1982	1.476	5.249
1983	2.284	1.746
1984	1.413	1.030
1985	0.673	1.250
1986	4.494	4.166
1987	3.312	5.126
1988	0.872	1.048
1989	0.787	0.731
1990	5.883	4.092
1991	5.354	5.596
1992	1.385	1.065
1993	1.691	1.162
1994	0.236	0.727
1995	2.822	1.854
1996	5.645	5.128
1997	4.808	6.151
1998	0.904	1.058

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**Ranked Annual Peaks for Predeveloped and Mitigated. POC #1**

<b>Rank</b>	<b>Predeveloped</b>	<b>Mitigated</b>
1	6.1487	6.1514
2	5.8832	5.5961
3	5.6453	5.4073
4	5.3544	5.2488
5	4.8083	5.1281
6	4.4936	5.1264
7	4.4464	4.9685
8	4.0361	4.1660
9	3.5418	4.0915
10	3.3765	3.4151
11	3.3123	3.3447
12	3.0704	2.5648
13	2.8285	2.4377
14	2.8222	2.0672
15	2.5631	1.8538
16	2.3865	1.7456
17	2.3108	1.6573
18	2.2840	1.6261

19	2.1134	1.5636
20	2.0395	1.5424
21	2.0169	1.4985
22	2.0114	1.3377
23	1.9925	1.2984
24	1.9217	1.2913
25	1.8592	1.2503
26	1.8257	1.2479
27	1.7446	1.2372
28	1.6906	1.2232
29	1.6719	1.2087
30	1.6348	1.2012
31	1.4759	1.1615
32	1.4650	1.1547
33	1.4535	1.1322
34	1.4129	1.1042
35	1.4121	1.0910
36	1.3942	1.0652
37	1.3854	1.0605
38	1.2438	1.0578
39	1.1920	1.0480
40	1.1713	1.0428
41	1.1708	1.0399
42	1.1510	1.0299
43	0.9493	1.0199
44	0.9037	0.9800
45	0.8720	0.9796
46	0.7871	0.9734
47	0.6974	0.9370
48	0.6735	0.9340
49	0.2359	0.7311
50	0.0250	0.7271

POC #1

The Facility PASSED

The Facility PASSED.

Flow(cfs)	Predev	Mit	Percentage	Pass/Fail
1.0074	3996	2486	62	Pass
1.0634	3587	2016	56	Pass
1.1193	3230	1572	48	Pass
1.1753	2933	1293	44	Pass
1.2312	2692	1153	42	Pass
1.2872	2458	1050	42	Pass
1.3431	2278	975	42	Pass
1.3991	2094	900	42	Pass
1.4550	1934	830	42	Pass
1.5110	1796	762	42	Pass
1.5670	1672	711	42	Pass
1.6229	1566	681	43	Pass
1.6789	1469	658	44	Pass
1.7348	1382	635	45	Pass
1.7908	1292	616	47	Pass
1.8467	1194	588	49	Pass
1.9027	1114	562	50	Pass
1.9586	1034	539	52	Pass
2.0146	978	510	52	Pass
2.0706	914	494	54	Pass
2.1265	869	475	54	Pass
2.1825	816	462	56	Pass
2.2384	773	446	57	Pass
2.2944	730	435	59	Pass
2.3503	689	422	61	Pass
2.4063	655	404	61	Pass
2.4622	626	388	61	Pass
2.5182	599	375	62	Pass
2.5741	565	358	63	Pass
2.6301	535	345	64	Pass
2.6861	508	331	65	Pass



2.7420	488	314	64	Pass
2.7980	449	300	66	Pass
2.8539	428	286	66	Pass
2.9099	407	278	68	Pass
2.9658	380	271	71	Pass
3.0218	360	259	71	Pass
3.0777	338	250	73	Pass
3.1337	316	232	73	Pass
3.1897	301	221	73	Pass
3.2456	280	212	75	Pass
3.3016	260	198	76	Pass
3.3575	250	186	74	Pass
3.4135	237	179	75	Pass
3.4694	227	172	75	Pass
3.5254	212	164	77	Pass
3.5813	198	160	80	Pass
3.6373	193	153	79	Pass
3.6932	186	148	79	Pass
3.7492	178	143	80	Pass
3.8052	172	136	79	Pass
3.8611	161	133	82	Pass
3.9171	154	128	83	Pass
3.9730	147	123	83	Pass
4.0290	142	120	84	Pass
4.0849	132	110	83	Pass
4.1409	128	102	79	Pass
4.1968	121	98	80	Pass
4.2528	112	95	84	Pass
4.3088	101	90	89	Pass
4.3647	96	87	90	Pass
4.4207	91	85	93	Pass
4.4766	82	80	97	Pass
4.5326	76	73	96	Pass
4.5885	65	68	104	Pass
4.6445	61	65	106	Pass
4.7004	55	59	107	Pass
4.7564	51	55	107	Pass
4.8123	47	48	102	Pass
4.8683	43	45	104	Pass
4.9243	42	40	95	Pass
4.9802	36	36	100	Pass
5.0362	34	33	97	Pass
5.0921	29	28	96	Pass
5.1481	27	24	88	Pass
5.2040	24	20	83	Pass
5.2600	21	16	76	Pass
5.3159	19	13	68	Pass
5.3719	18	12	66	Pass
5.4279	15	9	60	Pass
5.4838	14	9	64	Pass
5.5398	11	7	63	Pass
5.5957	11	6	54	Pass
5.6517	9	5	55	Pass
5.7076	8	5	62	Pass
5.7636	8	4	50	Pass
5.8195	8	3	37	Pass
5.8755	5	3	60	Pass
5.9314	3	3	100	Pass
5.9874	3	3	100	Pass
6.0434	2	2	100	Pass
6.0993	2	1	50	Pass
6.1553	0	0	50	Pass
6.2112	0	0	0	Pass
6.2672	0	0	0	Pass
6.3231	0	0	0	Pass
6.3791	0	0	0	Pass
6.4350	0	0	0	Pass
6.4910	0	0	0	Pass
6.5470	0	0	0	Pass

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**Water Quality BMP Flow and Volume for POC #1**

On-line facility volume: 0 acre-feet

On-line facility target flow: 0 cfs.

Adjusted for 15 min: 0 cfs.

Off-line facility target flow: 0 cfs.

Adjusted for 15 min: 0 cfs.

---

**Perlnd and Implnd Changes**

No changes have been made.

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## **APPENDIX C – Planning-Level Cost Estimates**

**CITY OF SHORELINE  
AURORA SQUARE COMMUNITY RENEWAL AREA  
STORMWATER CONCEPT DEVELOPMENT**



Planning Level Cost Estimate  
Stormwater Flow Control Alternatives Analysis  
October 2014

**ALTERNATIVE 1 - ON-SITE FLOW CONTROL - VAULTS**

Bid Item No.	Item	Quantity	Unit	Unit Price	Total Cost
	Mobilization	1	LS	\$ 623,000.00	\$ 623,000.00
	Concrete Detention Vault(s)	958320	CF	\$ 13.00	\$ 12,458,160.00
Subtotal					\$ 13,081,160.00
Contingency (20%)					\$ 2,616,232.00
Construction Subtotal (Rounded)					\$ 15,700,000.00
Sales Tax (9.5%)					\$ 1,491,500.00
Prelim. Engineering, Final Engineering, Admin. (25%)					\$ 3,925,000.00
Construction Management (10%)					\$ 1,570,000.00
Permitting (0%)					\$ -
<b>Total Planning-Level Cost Estimate (Rounded)</b>					<b>\$ 22,700,000.00</b>

Notes:

1. This planning-level cost estimate has been prepared for the purpose of alternatives analysis only.

**CITY OF SHORELINE  
AURORA SQUARE COMMUNITY RENEWAL AREA  
STORMWATER CONCEPT DEVELOPMENT**



Planning Level Cost Estimate

Stormwater Flow Control Alternatives Analysis

October 2014

**ALTERNATIVE 2 - REGIONAL FLOW CONTROL POND CONCEPT #1 (ADJACENT TO STREAM)**

Bid Item No.	Item	Quantity	Unit	Unit Price	Total Cost
1	Mobilization (8%)		LS	\$ 196,000.00	\$ 196,000.00
2	Pond Earthwork - Complete	43896	CY	\$ 20.00	\$ 877,920.00
3	Control Structure	1	EA	\$ 10,000.00	\$ 10,000.00
4	Hydrodynamic Separator	3	EA	\$ 40,000.00	\$ 120,000.00
5	Flow Splitter - Vault	1	EA	\$ 20,000.00	\$ 20,000.00
6	Control Structure	1	EA	\$ 8,000.00	\$ 8,000.00
7	48" Manhole	2	EA	\$ 3,500.00	\$ 7,000.00
8	18" Storm Drain Pipe	750	LF	\$ 75.00	\$ 56,250.00
9	24" Storm Drain Pipe	260	LF	\$ 85.00	\$ 22,100.00
10	Landscaping - Slopes and Buffers	65000	SF	\$ 1.00	\$ 65,000.00
11	Temporary Erosion Control (10%)		LS	\$ 244,000.00	\$ 244,000.00
Subtotal					\$ 1,626,270.00
Contingency (50%)					\$ 813,135.00
Construction Subtotal (Rounded)					\$ 2,440,000.00
Sales Tax (9.5%)					\$ 231,800.00
Prelim. Engineering, Final Engineering, Admin. (35%)					\$ 854,000.00
Construction Management (20%)					\$ 488,000.00
Permitting (10%)					\$ 244,000.00
<b>Total Planning-Level Cost Estimate (Rounded)</b>					<b>\$ 4,260,000.00</b>

Notes:

1. This planning-level cost estimate has been prepared for the purpose of alternatives analysis only.



**CITY OF SHORELINE  
AURORA SQUARE COMMUNITY RENEWAL AREA  
STORMWATER CONCEPT DEVELOPMENT**



Planning Level Cost Estimate  
Stormwater Flow Control Alternatives Analysis  
October 2014

**ALTERNATIVE 3 - REGIONAL FLOW CONTROL POND CONCEPT #2 (IN-STREAM)**

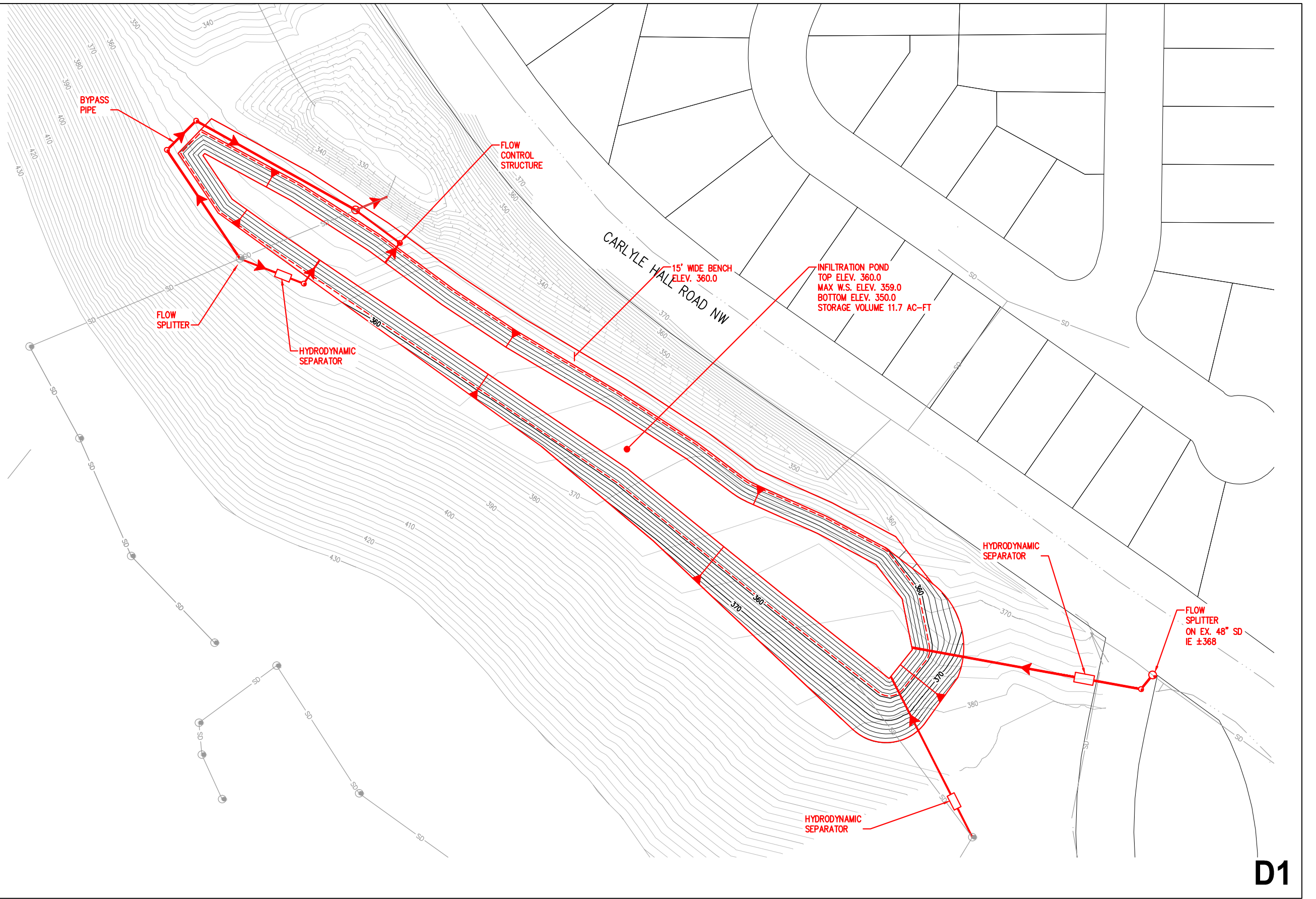
Item No.	Item	Quantity	Unit	Unit Price	Total Cost
1	Mobilization (8%)		LS	\$ 268,000.00	\$ 268,000.00
2	Pond Earthwork - Complete	69700	CY	\$ 20.00	\$ 1,394,000.00
3	Control Structures - For Added Pond Cells	2	EA	\$ 10,000.00	\$ 20,000.00
4	Hydrodynamic Separator	2	EA	\$ 40,000.00	\$ 80,000.00
5	Control Structure	2	EA	\$ 10,000.00	\$ 20,000.00
6	48" Manhole	3	EA	\$ 3,500.00	\$ 10,500.00
7	18" Storm Drain Pipe	180	LF	\$ 75.00	\$ 13,500.00
8	Landscaping - Slopes and Buffers	90000	SF	\$ 1.00	\$ 90,000.00
9	Temporary Erosion Control (10%)		LS	\$ 335,000.00	\$ 335,000.00
Subtotal					\$ 2,231,000.00
Contingency (50%)					\$ 1,115,500.00
Construction Subtotal (Rounded)					\$ 3,350,000.00
Sales Tax (9.5%)					\$ 318,250.00
Prelim. Engineering, Final Engineering, Admin. (35%)					\$ 1,172,500.00
Construction Management (20%)					\$ 670,000.00
Permitting (20%)					\$ 670,000.00
<b>Total Planning-Level Cost Estimate (Rounded)</b>					<b>\$6,180,000.00</b>

Notes:

1. This planning-level cost estimate has been prepared for the purpose of alternatives analysis only.

## **APPENDIX D – Regional Facility Conceptual Layouts**

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D1



**REGIONAL FLOW CONTROL POND CONCEPT #1**  
AURORA SQUARE CRA STORMWATER CONCEPT STUDY

7b-332

PLAN

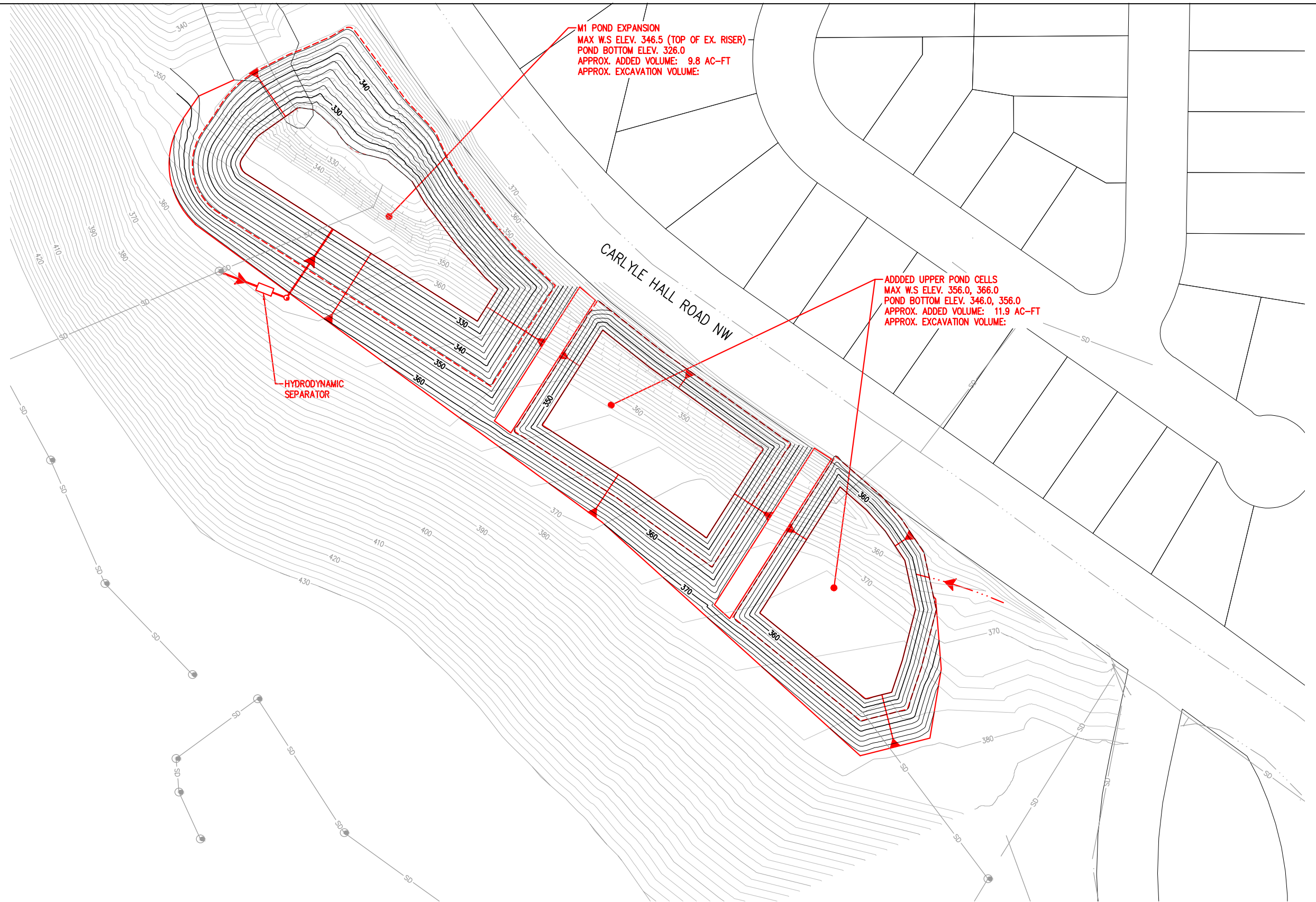


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D2



## REGIONAL FLOW CONTROL POND CONCEPT #2

AURORA SQUARE CRA STORMWATER CONCEPT STUDY

7b-333

PLAN



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## APPENDIX D: DRAFT PLANNED ACTION ORDINANCE





## ORDINANCE NO XX

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,  
ESTABLISHING A PLANNED ACTION FOR THE AURORA SQUARE  
COMMUNITY RENEWAL AREA PURSUANT TO THE STATE  
ENVIRONMENTAL POLICY ACT.

WHEREAS, the State Environmental Policy Act (SEPA) and its implementing regulations provide for the integration of environmental review with land use planning and project review through the designation of planned actions by jurisdictions planning under the Growth Management Act (GMA), such as the City of Shoreline ("City"); and

WHEREAS, Section 43.21C.440 of the Revised Code of Washington (RCW), Sections 197-11-164 through 172 of the Washington Administrative Code (WAC), and Section 16.10.180 of the Shoreline Municipal Code (SMC) allow for and govern the adoption and application of a planned action designation under SEPA; and

WHEREAS, the State Department of Commerce (DOC) has studied planned actions in various communities throughout the state and found that predefined mitigation as allowed under a planned action ordinance has resulted in increased certainty and predictability for development, time and cost savings for development project proponents and cities, and increased revenues for cities when used with other economic development tools; and

WHEREAS, the designation of a planned action expedites the permitting process for projects of which the impacts have been previously addressed in an environmental impact statement (EIS); and

WHEREAS, a subarea of the City commonly referred to as the "Aurora Square Community Renewal Area (Aurora Square CRA)", as depicted on the map attached hereto as Exhibit A and incorporated herein by this reference, on September 4, 2012, was designated as a Community Renewal Area by Resolution No. 333 and identified as a planned action area for future redevelopment ("Planned Action Area"); and

WHEREAS, the City has developed and adopted a Community Renewal Plan complying with the GMA (RCW 36.70A), dated July 8, 2013, Res. No. 345, to guide the redevelopment of the Planned Action Area ("Aurora Square Community Renewal Plan"); and

WHEREAS, after extensive public participation and coordination with all affected parties, the City, as lead SEPA agency, issued the Aurora Square Planned Action Final Environmental Impact Statement ("FEIS") dated XXX, 2015 which identifies the impacts and mitigation measures associated with planned development in the Planned Action Area as identified in the Aurora Square Community Renewal Plan; the FEIS includes by incorporation the Aurora Square Planned Action Draft Environmental Impact Statement issued on December 12, 2014 (collectively referred to herein as the "Planned Action EIS"); and

WHEREAS, the City desires to designate a planned action under SEPA for the Aurora Square CRA ("Planned Action"); and

WHEREAS, adopting a Planned Action for the Aurora Square CRA with appropriate standards and procedures will help achieve efficient permit processing and promote environmental quality protection; and

WHEREAS, the City has adopted development regulations and ordinances that will help protect the environment and will adopt regulations to guide the allocation, form, and quality of development in the Aurora Square CRA; and

WHEREAS, the City Council finds that adopting this Ordinance is in the public interest and will advance the public health, safety, and welfare;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:**

**Section I. Purpose.** The purpose of this Ordinance is to:

- A. Combine environmental analysis, land use plans, development regulations, and City codes and ordinances together with the mitigation measures in the Planned Action EIS to mitigate environmental impacts and process Planned Action development applications in the Planned Action Area;
- B. Designate the Aurora Square CRA subarea shown in Exhibit A as a Planned Action Area for purposes of environmental review and permitting of designated Planned Action Projects pursuant RCW 43.21C.440;
- C. Determine that the Planned Action EIS meets the requirements of a planned action EIS pursuant to SEPA;
- D. Establish criteria and procedures for the designation of certain projects within the Planned Action Area as “Planned Action Projects” consistent with RCW 43.21C.440;
- E. Provide clear definition as to what constitutes a Planned Action Project within the Planned Action Area, the criteria for Planned Action Project approval, and how development project applications that qualify as Planned Action Projects will be processed by the City;
- F. Streamline and expedite the land use permit review process by relying on the Planned Action EIS; and
- G. Apply applicable regulations within the City’s development regulations and the mitigation framework contained in this Ordinance for the processing of Planned Action Project applications and to incorporate the applicable mitigation measures into the underlying project permit conditions in order to address the impacts of future development contemplated by this Ordinance.

**Section II. Findings.** The City Council finds as follows:

- A. The Recitals above are adopted herein as Findings of the City Council.
- B. The City is subject to the requirements of the GMA.
- C. The City has adopted a Comprehensive Plan and zoning complying with the GMA.
- D. The City has adopted the Aurora Square Community Renewal Plan consistent with RCW 35.81.
- E. The City is adopting Comprehensive Plan capital facility element, sign code, and noise development regulations to implement said Plans in subsection C and D, including this Ordinance.
- F. The Planned Action EIS adequately identifies and addresses the probable significant environmental impacts associated with the type and amount of development planned to occur in the designated Planned Action Area.
- G. The mitigation measures identified in the Planned Action EIS, attached to this Ordinance as Exhibit C and incorporated herein by reference, together with adopted City development regulations are adequate to mitigate significant adverse impacts from development within the Planned Action Area.
- H. The Aurora Square Community Renewal Plan and Planned Action EIS identify the location, type, and amount of development that is contemplated by the Planned Action.
- I. Future projects that are implemented consistent with the Planned Action will protect the environment, benefit the public, and enhance economic development.
- J. The City provided several opportunities for meaningful public involvement and review in the Aurora Square CRA Planned Action EIS processes, including a community meeting consistent with RCW 43.21C.440; has considered all comments received; and, as appropriate, has modified the proposal or mitigation measures in response to comments.

**K.** Essential public facilities as defined in RCW 36.70A.200 are excluded from the Planned Action as designated herein and are not eligible for review or permitting as Planned Action Projects unless they are accessory to or part of a project that otherwise qualifies as a Planned Action Project.

**L.** The designated Planned Action Area is located entirely within a UGA.

**M.** Implementation of the mitigation measures identified in the Planned Action EIS will provide for adequate public services and facilities to serve the proposed Planned Action Area.

**Section III. Procedures and Criteria for Evaluating and Determining Planned Action Projects within the Planned Action Area.**

**A. Planned Action Area.** This “Planned Action” designation shall apply to the area shown in Exhibit A of this Ordinance.

**B. Environmental Document.** A Planned Action Project determination for a site-specific project application within the Planned Action Area shall be based on the environmental analysis contained in the Planned Action EIS. The mitigation measures contained in Exhibit C of this Ordinance are based upon the findings of the Planned Action EIS and shall, along with adopted City regulations, provide the framework the City will use to apply appropriate conditions on qualifying Planned Action Projects within the Planned Action Area.

**C. Planned Action Project Designated.** Land uses and activities described in the Planned Action EIS, subject to the thresholds described in Subsection III.D of this Ordinance and the mitigation measures contained in Exhibit C of this Ordinance, are designated “Planned Action Projects” pursuant to RCW 43.21C.440. A development application for a site-specific project located within the Planned Action Area shall be designated a Planned Action Project if it meets the criteria set forth in Subsection III.D of this Ordinance and all other applicable laws, codes, development regulations, and standards of the City, including this Ordinance, are met.

**D. Planned Action Qualifications.** The following thresholds shall be used to determine if a site-specific development proposed within the Planned Action Area was contemplated as a Planned Action Project and has had its environmental impacts evaluated in the Planned Action EIS:

**(1) Qualifying Land Uses.**

(a) Planned Action Categories: A land use can qualify as a Planned Action Project land use when:

- i. it is within the Planned Action Area as shown in Exhibit A of this Ordinance;
- ii. it is within one or more of the land use categories studied in the EIS: retail, office, residential, entertainment, and open space; and
- iii. it is listed in development regulations applicable to the zoning classifications applied to properties within the Planned Action Area.

A Planned Action Project may be a single Planned Action land use or a combination of Planned Action land uses together in a mixed-use development. Planned Action land uses may include accessory uses.

(b) Public Services: The following public services, infrastructure, and utilities can also qualify as Planned Actions: roads designed for the planned action, stormwater, utilities, parks, trails, and similar facilities developed consistent with the Planned Action EIS mitigation measures, City and special district design standards, critical area regulations, and the Shoreline Municipal Code.

**(2) Development Thresholds:**

(a) Land Use: The following thresholds of new land uses are contemplated by the Planned Action:

Feature	Alternative 2 – Phased Development	Alternative 3 - Planned Development
Residential Dwellings (units)	500	1,000
Retail Square Feet	125,000	250,000
Office Square Feet	125,000	250,000

- (b) Shifting development amounts between land uses in identified in Subsection III.D(2)(a) may be permitted when the total build-out is less than the aggregate amount of development reviewed in the Planned Action EIS; the traffic trips for the preferred alternative are not exceeded; and, the development impacts identified in the Planned Action EIS are mitigated consistent with Exhibit B of this Ordinance.
- (c) Further environmental review may be required pursuant to WAC 197-11-172, if any individual Planned Action Project or combination of Planned Action Projects exceeds the development thresholds specified in this Ordinance and/or alter the assumptions and analysis in the Planned Action EIS.

(3) Transportation Thresholds:

- (a) Trip Ranges & Thresholds. The number of new PM peak hour trips anticipated in the Planned Action Area and reviewed in the Planned Action EIS for 2035 is as follows:

<b>Peak Hour Inbound and Outbound trips during the PM Peak Hour by Alternative</b>					
	<b>No Action Alternative 1</b>	<b>Phased Growth Alternative 2</b>	<b>Alternative 2 Net Trips</b>	<b>Planned Growth Alternative 3</b>	<b>Alternative 3 Net Trips</b>
Inbound Trips	553	933	380	1,313	760
Outbound Trips	737	1,159	422	1,581	844
Total Trips	1,289	2,092	803	2,894	1,605

Source: KPG 2014

- (b) Concurrency. All Planned Action Projects shall meet the transportation concurrency requirements and the Level of Service (LOS) thresholds established in SMC 20.60.140 Adequate Streets.
- (c) Access and Circulation. All Planned Action Projects shall meet access standards established in SMC 20.60.150 Adequate Access. All Planned Action Projects shall provide frontage improvements for public roadways per Exhibit C. All Planned Action Projects shall provide for a coordinated onsite circulation system per Exhibit C.
- (d) The responsible City official shall require documentation by Planned Action Project applicants demonstrating that the total trips identified in Subsection III.D(3)(a) are not exceeded, that the project meets the concurrency and intersection standards of Subsection III.D(3)(b), and that the project has mitigated impacts consistent with Subsection III.D (3)(c).
- (e) Discretion.
- i. The responsible City official shall have discretion to determine incremental and total trip generation, consistent with the Institute of Traffic Engineers (ITE) Trip Generation Manual (latest edition) or an alternative manual accepted by the City's Public Works Director at his or her sole discretion, for each project permit application proposed under this Planned Action.



- ii. The responsible City official shall have discretion to condition Planned Action Project applications to meet the provisions of this Planned Action Ordinance and the Shoreline Municipal Code.
  - iii. The responsible City official shall have the discretion to adjust the allocation of responsibility for required improvements between individual Planned Action Projects based upon their identified impacts.
- (4) Elements of the Environment and Degree of Impacts. A proposed project that would result in a significant change in the type or degree of adverse impacts to any element(s) of the environment analyzed in the Planned Action EIS would not qualify as a Planned Action Project.
- (5) Changed Conditions. Should environmental conditions change significantly from those analyzed in the Planned Action EIS, the City's SEPA Responsible Official may determine that the Planned Action Project designation is no longer applicable until supplemental environmental review is conducted.

**E. Planned Action Project Review Criteria.**

- (1) The City's SEPA Responsible Official, or authorized representative, may designate as a Planned Action Project, pursuant to RCW 43.21C.440, a project application that meets all of the following conditions:
- (a) the project is located within the Planned Action Area identified in Exhibit A of this Ordinance;
  - (b) the proposed uses and activities are consistent with those described in the Planned Action EIS and Subsection III.D of this Ordinance;
  - (c) the project is within the Planned Action thresholds and other criteria of Subsection III.D of this Ordinance;
  - (d) the project is consistent with the Shoreline Comprehensive Plan including the policies of the Aurora Square Community Renewal Plan and the Shoreline Municipal Code;
  - (e) the project's significant adverse environmental impacts have been identified in the Planned Action EIS;
  - (f) the project's significant impacts have been mitigated by application of the measures identified in Exhibit C of this Ordinance and other applicable City regulations, together with any conditions, modifications, variances, or special permits that may be required;
  - (g) the project complies with all applicable local, state and/or federal laws and regulations and the SEPA Responsible Official determines that these constitute adequate mitigation; and
  - (h) the project is not an essential public facility as defined by RCW 36.70A.200, unless the essential public facility is accessory to or part of a development that is designated as a Planned Action Project under this Ordinance.
- (2) The City shall base its decision to qualify a project as a Planned Action Project on review of the Subarea SEPA Checklist form included in Exhibit B to this Ordinance and review of the Planned Action Project submittal and supporting documentation, provided on City required forms.

**F. Effect of Planned Action Designation.**

- (1) Designation as a Planned Action Project by the City's SEPA Responsible Official means that a qualifying project application has been reviewed in accordance with this Ordinance and found to be consistent with the development parameters and thresholds established herein and with the environmental analysis contained in the Planned Action EIS.
- (2) Upon determination by the City's SEPA Responsible Official that the project application meets the criteria of Subsection III.D and qualifies as a Planned Action Project, the project shall not require a SEPA threshold determination, preparation of an EIS, or be subject to further review pursuant to SEPA. Planned Action

Projects will still be subject to all other applicable City, state, and federal regulatory requirements. The Planned Action Project designation shall not excuse a project from meeting the City's code and ordinance requirements apart from the SEPA process.

**G. Planned Action Project Permit Process.** Applications submitted for qualification as a Planned Action Project shall be reviewed pursuant to the following process:

- (1) Development applications shall meet all applicable requirements of the Shoreline Municipal Code and this Ordinance in place at the time of the Planned Action Project application. Planned Action Projects shall not vest to regulations required to protect public health and safety.
- (2) Applications for Planned Action Projects shall:
  - (a) be made on forms provided by the City;
  - (b) include the Subarea SEPA checklist included in Exhibit B of this Ordinance;
  - (c) include a conceptual site plan pursuant to SMC 20.30.315 Site Development Permit; and
  - (d) meet all applicable requirements of the Shoreline Municipal Code and this Ordinance.
- (3) The City's SEPA Responsible Official shall determine whether the application is complete and shall review the application to determine if it is consistent with and meets all of the criteria for qualification as a Planned Action Project as set forth in this Ordinance.
- (4)
  - (a) If the City's SEPA Responsible Official determines that a proposed project qualifies as a Planned Action Project, he/she shall issue a "Determination of Consistency" and shall mail or otherwise verifiably deliver said Determination to the applicant; the owner of the property as listed on the application; and federally recognized tribal governments and agencies with jurisdiction over the Planned Action Project, pursuant to RCW 43.21C.440.
  - (b) Upon issuance of the Determination of Consistency, the review of the underlying project permit(s) shall proceed in accordance with the applicable permit review procedures specified in SMC Chapter 20.30 Procedures and Administration, except that no SEPA threshold determination, EIS, or additional SEPA review shall be required.
  - (c) The Determination of Consistency shall remain valid and in effect as long as the underlying project application approval is also in effect.
  - (d) Public notice and review for qualified Planned Action Projects shall be tied to the underlying project permit(s). If notice is otherwise required for the underlying permit(s), the notice shall state that the project qualifies as a Planned Action Project. If notice is not otherwise required for the underlying project permit(s), no special notice is required by this Ordinance.
- (5)
  - (a) If the City's SEPA Responsible Official determines that a proposed project does not qualify as a Planned Action Project, he/she shall issue a "Determination of Inconsistency" and shall mail or otherwise verifiably deliver said Determination to the applicant; the owner of the property as listed on the application; and federally recognized tribal governments and agencies with jurisdiction over the Planned Action Project, pursuant to RCW 43.21C.440.
  - (b) The Determination of Inconsistency shall describe the elements of the Planned Action Project application that result in failure to qualify as a Planned Action Project.
  - (c) Upon issuance of the Determination of Inconsistency, the City's SEPA Responsible Official shall prescribe a SEPA review procedure for the non-qualifying project that is consistent with the City's SEPA regulations and the requirements of state law.

- (d) A project that fails to qualify as a Planned Action Project may incorporate or otherwise use relevant elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet the non-qualifying project's SEPA requirements. The City's SEPA Responsible Official may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.
- (6) To provide additional certainty about applicable requirements, the City or applicant may request consideration and execution of a development agreement for a Planned Action Project, consistent with RCW 36.70B.170 et seq.
- (7) A Determination of Consistency or Inconsistency is a Type A land use decision and may be appealed pursuant to the procedures established in Chapter 20.30 SMC. An appeal of a Determination of Consistency shall be consolidated with any pre-decision or appeal hearing on the underlying project application.

**Section IV. Monitoring and Review.**

**A.** The City should monitor the progress of development in the designated Planned Action area as deemed appropriate to ensure that it is consistent with the assumptions of this Ordinance and the Planned Action EIS regarding the type and amount of development and associated impacts and with the mitigation measures and improvements planned for the Planned Action Area.

**B.** This Planned Action Ordinance shall be reviewed by the SEPA Responsible Official no later than five (5) years from its effective date in conjunction with the City's regular Comprehensive Plan review cycle, as applicable. The timing of subsequent reviews after the first review shall be determined with the completion of the first review. The review shall determine the continuing relevance of the Planned Action assumptions and findings with respect to environmental conditions in the Planned Action Area, the impacts of development as analyzed in the Planned Action Checklist (Exhibit B), required mitigation measures (Exhibit C) and Public Agency Actions and Commitments (Exhibit D). Based upon this review, the City may propose amendments to this Ordinance or may supplement or revise the Planned Action EIS.

**Section V. Conflict.** In the event of a conflict between this Ordinance or any mitigation measures imposed thereto, and any ordinance or regulation of the City, the provisions of this Ordinance shall control.

**Section VI. Severability.** If any one or more sections, subsections, or sentences of this Ordinance are held to be unconstitutional or invalid such decision shall not affect the validity of the remaining portions of this Ordinance and the same shall remain in full force and effect.

**Section VII. Effective Date.** This Ordinance shall take effect and be in force ten (10) days after publication as provided by law.

Passed by the City Council of the City of Shoreline the XXth day of XX 2015.

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Mayor

ATTESTED:

PUBLISHED: XX, 2015

EFFECTIVE: XX, 2015

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

DRAFT

# EXHIBIT A

## Planned Action Area

The Planned Action includes the CRA parcels and the abutting rights of way.

AURORA SQUARE CRA - LAND USE COMPONENT AREAS



**BERK** Date: September 2014  
Source: City of Shoreline, King County, BERK



## EXHIBIT B

### Planned Action Checklist

Note: SEPA allows a customized checklist to be integrated into the Planned Action Ordinance. Alternatively, the standard SEPA Checklist can be used.

DRAFT

## EXHIBIT C

# Planned Action Ordinance Mitigation Document Mitigation Required for Development Applications

## INTRODUCTION

The Planned Action EIS has identified significant beneficial and adverse impacts that are anticipated to occur with the future development of the Planned Action Area, together with a number of possible measures to mitigate those significant adverse impacts. Please see Final EIS Chapter 1 Summary for a description of impacts, mitigation measures, and significant unavoidable adverse impacts.

A Mitigation Document is provided in this **Exhibit C** to establish specific mitigation measures based upon significant adverse impacts identified in the Planned Action EIS. The mitigation measures in this **Exhibit C** shall apply to Planned Action Project applications that are consistent with the Preferred Alternative range reviewed in the Planned Action EIS and which are located within the Planned Action Area (see **Exhibit A**).

Where a mitigation measure includes the words “shall” or “will,” inclusion of that measure in Planned Action Project application plans is mandatory in order to qualify as a Planned Action Project. Where “should” or “would” appear, the mitigation measure may be considered by the project applicant as a source of additional mitigation, as feasible or necessary, to ensure that a project qualifies as a Planned Action Project. Unless stated specifically otherwise, the mitigation measures that require preparation of plans, conduct of studies, construction of improvements, conduct of maintenance activities, etc., are the responsibility of the applicant or designee to fund and/or perform.

Any and all references to decisions to be made or actions to be taken by the City’s SEPA Responsible Official may also be performed by the City’s SEPA Responsible Official’s authorized designee.

## MITIGATION MEASURES

See Draft EIS Chapter 1 for a list of mitigation measures that would be integrated with more details on responsibility and timing in the Planned Action Ordinance.

Land Use

Light and Glare

Transportation

Stormwater

Sewer and Water

Schools and Parks

# EXHIBIT D

## Public Agency Actions and Commitments

### INTRODUCTION

Under some elements of the Planned Action EIS, specific City or other agency actions are identified. Generally, incorporation of these actions is intended to provide for implementing regulations and infrastructure investments in order to document pending City actions; to establish a protocol for long-term measures to provide for coordination with other agencies; or to identify optional actions that the City may take to reduce impacts. These actions are listed below in Table D.1.

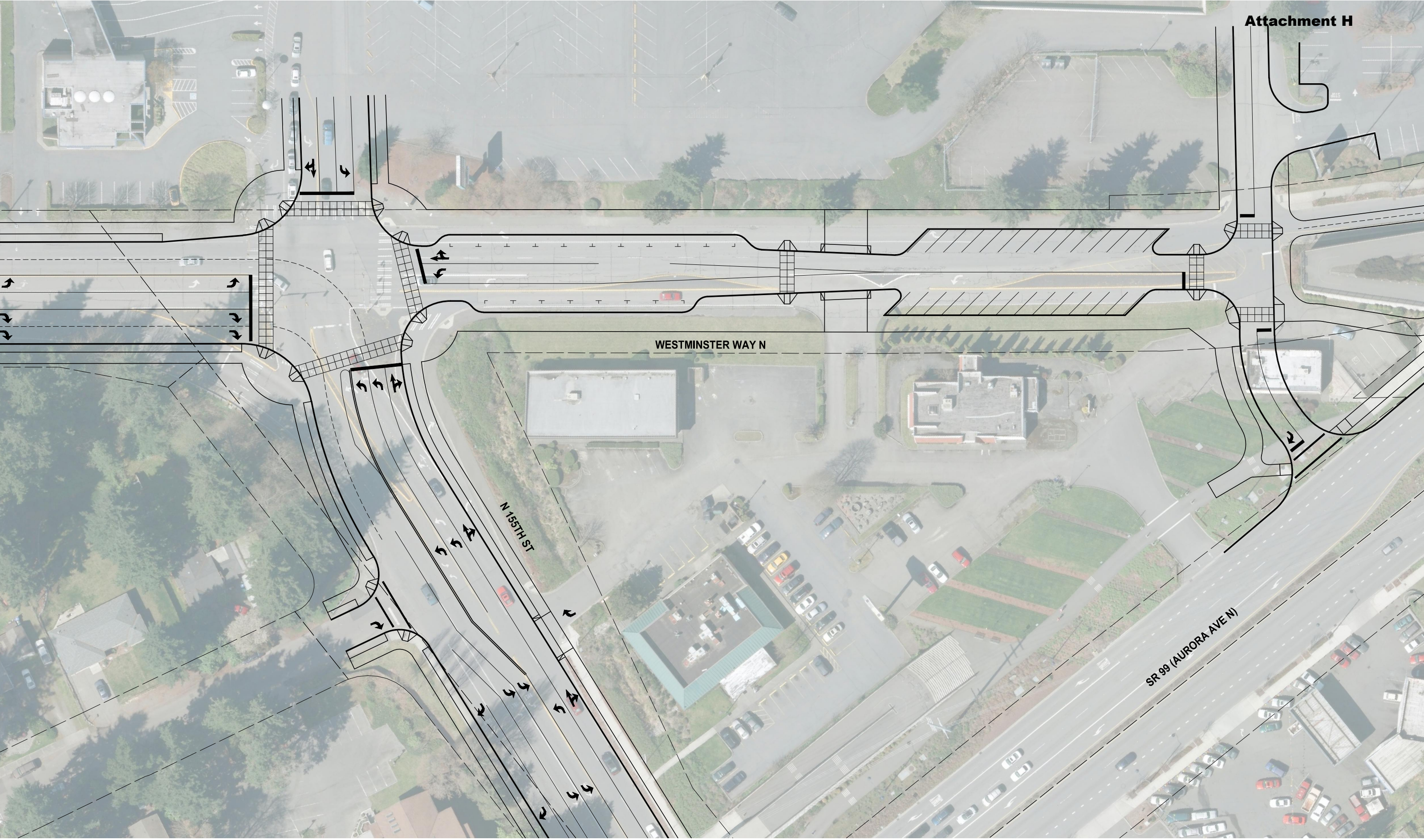
Actions identified as “Proposed Concurrent Actions” refer to legislative actions proposed for adoption together with the Preferred Alternative. Longer term and other agency actions will occur in the future, depending on need. The projected timeframe and responsible departments are identified and will be used in monitoring the implementation of this Ordinance.

This Exhibit D will be used in the monitoring process established in Section IV of this Ordinance.

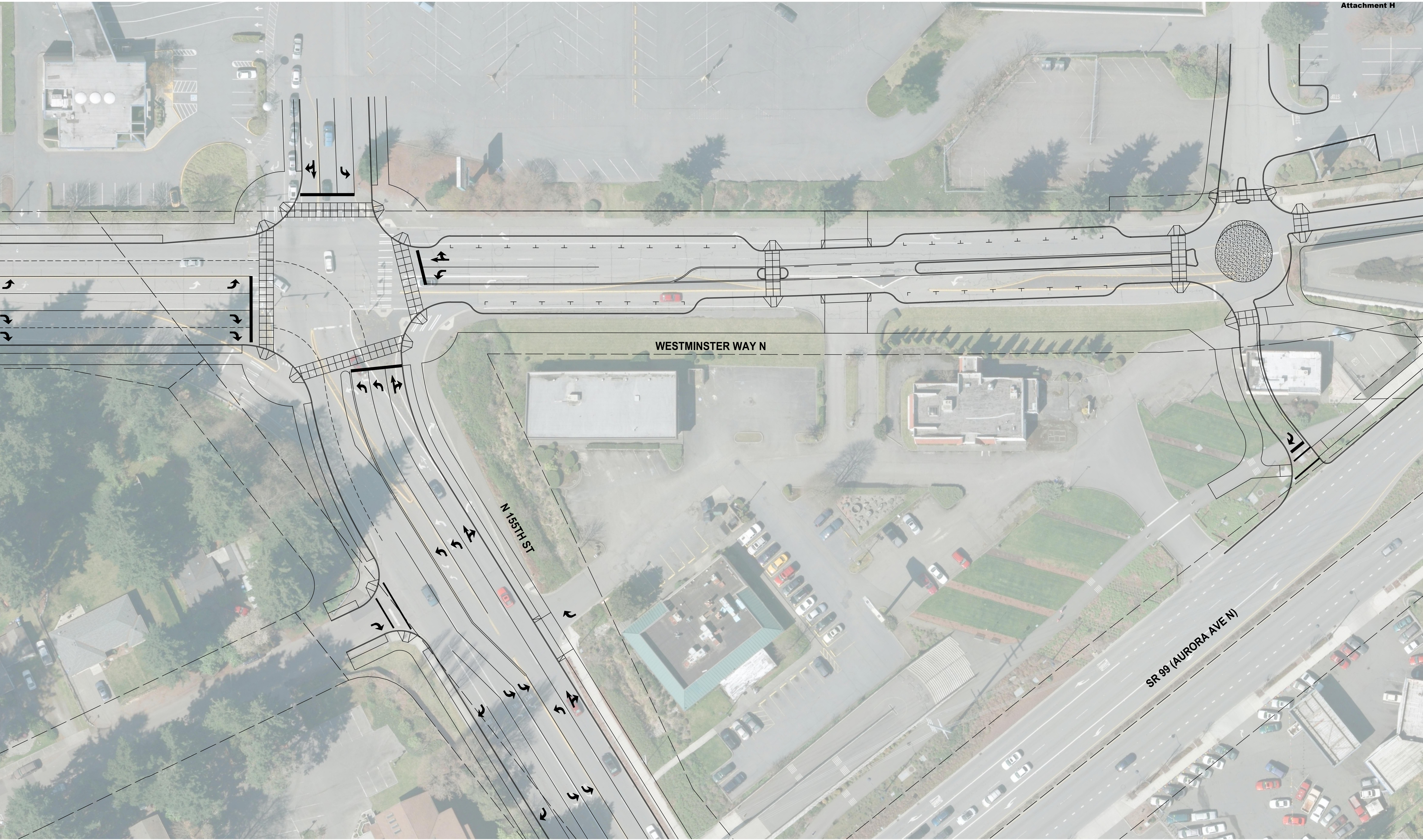
**Table C.1**  
**Public Agency Mitigation Measures**

Mitigation Measures	Proposed Synchronous Amendments	Short Term: Next Comp Plan Amendment Cycle or within 5 years	Long Term	Other Agency	Estimated Year of Implementation and Responsible Department













**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

**Attachment I**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 2, 2015

Alicia McIntire  
Senior Transportation Planner  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, Washington 99133

Subject: **National Highway System Modification Request (201390) –  
Westminster Way N.**

Ms. McIntire:

The Federal Highway Administration (FHWA) has approved the request that was submitted by the City of Shoreline removing a segment of Westminster Way N from the NHS. Attached is a copy of the approved cover letter that has been signed by FHWA.

If you have any questions, please contact Pat Whittaker, at (360) 570-2370.

Sincerely,

Pat Whittaker, HPMS/Functional Class Manager  
Transportation Data & GIS Office (TDGO)  
Multi-Modal Planning Division

PMW: mav  
Attachment

cc: Ed Conyers / Jade Mott  
Ramin Pazooki  
Mark Bozanich  
Stephanie Tax  
Faris Al-Memar  
Charlie Howard / Stephanie Rossi

NW Region H&LP  
NW Region Planning  
GIS Services  
Statewide Local Programs  
Multi-Modal Planning  
PSRC



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

August 7, 2014

Ms. Sharleen Bakeman, Statewide Planning Specialist  
Federal Highway Administration  
711 S. Capitol Way, Suite 501  
Olympia, Washington 98501-0943

Subject: National Highway System Route Revision  
Request No. 201390/HPM-WA

Dear Ms. Bakeman:

We are forwarding for your review, approval, and signature a National Highway System Route **modification** on behalf of the City of Shoreline with concurrence of the Puget Sound Regional Council. We have coordinated these revisions with the appropriate local officials as required by the Federal-Aid Policy Guide-Subchapter E-Part 470A.

**Route Description:**

Route Name	From	To	Length	Functional Classification	Agency
Westminster Way N (One-Way Southbound Connector planned for future removal)	SR 99	N 155 <sup>th</sup> St	0.21 mi	Urban Minor Arterial (Was a Principal Arterial when E- NHS adopted)	City of Shoreline

The City of Shoreline and WSDOT are requesting the removal of an existing NHS route segment.

This section of Westminster Way N is currently the one-way southbound "Y" connector from SR 99 to the main NHS route of Westminster Way continuing to Seattle.

The City of Shoreline initiated a Functional Classification revision in January of 2013 that included re-classifying this segment of Westminster Way N as a Minor Arterial. This was approved by FHWA on 6/20/2013 as Supplement 2012-36. We have included a copy of that approval. Also included is the City's original request to remove this segment from the NHS (which was a reconfiguring of an existing route) and the FHWA approval email text.


Ms. Sharleen Bakeman  
8/7/2014  
Page 2

This request is in accordance with FHWA guidelines for modifying NHS route descriptions.

Maps of the requested route description correction are included.

WSDOT supports this NHS correction request and awaits your response.

If you have any questions, please contact Pat Whittaker, HPMS Functional Class Manager at (360) 570-2370.

Sincerely,  
  
Mark Finch, General Manager  
Transportation Data and GIS Office (TDGO)  
Multi-Modal Planning Division


MF: mav  
Enclosures

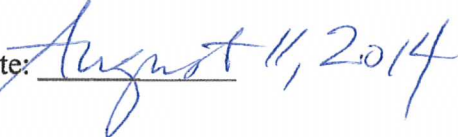
cc: Mark Bozanich  
Pat Whittaker

MS 47384  
MS 47380

**APPROVAL:**

Dan Mathis, FHWA Division Administrator

By:   
Sharleen Bakeman, Transportation Specialist

Date: 

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute the Memoranda of Understandings with the Shoreline Fire Department and the City of Lake Forest Park for the Use of Their Facilities to Establish the City's Primary and Alternate Emergency Operations Center and Radio Rooms for Emergency Communications
<b>DEPARTMENT:</b>	Community Services Division
<b>PRESENTED BY:</b>	Gail Harris, Emergency Management Coordinator
<b>ACTION:</b>	<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 is updating the Memoranda of Understanding (MOU) covering the joint use of space in Shoreline Fire Department Station 61 that supports our Emergency Management functions during training for and activation of the Emergency Operations Center (EOC). The existing 2004 MOU does not fully reflect the extent of the two agencies' cooperation and the City's use and location of all Shoreline Fire facilities. In addition, the City is proposing to establish the EOC at Lake Forest Park City Hall as our back-up EOC. This takes the place of the City's current back-up EOC at the Shoreline Police Department. This action is embodied in a third MOU between the Cities of Shoreline and Lake Forest Park and the Shoreline Fire Department. The Shoreline Fire Department has approved these MOU's and Lake Forest Park is prepared to take action following that of the Shoreline City Council.

**RESOURCE/FINANCIAL IMPACT:**

These actions have no financial impact. The City budgets funds to equip and operate the EOC. The emergency management budget includes funds for repairing any equipment that may need to be repaired or replaced at the EOC.

**RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department to provide a primary Emergency Operations Center at Shoreline Fire Station 61, a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department for antenna and radio use at Shoreline Fire Stations 63, 64 and 65, and a Memoranda of Understanding between the City of Shoreline, the Shoreline Fire Department, and the City of Lake Forest Park to provide for an alternate Emergency Operations Center.

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

## **BACKGROUND**

The City maintains a primary Emergency Operations Center (EOC) at Shoreline Fire Station 61 (Shoreline Fire Headquarters). On September 4, 2004, the City Council authorized the City Manager to enter into an agreement with the Shoreline Fire Department to use a room in their Headquarters to be this primary EOC. EOCs are required by law to be located in facilities that are built to a critical infrastructure standard; which means that they will not only survive an earthquake but will be functional and have the capability to provide the needed coordination of emergency response and continuity of government services. All Fire Stations are built to this standard and all have back up power.

Shoreline's EOC serves as a single coordinating point for response and recovery during an emergency. Since 2004, the sophistication and space used by the EOC has evolved and the City and Fire Department have agreed that this will be the long term location for the EOC. In addition, the City and Fire Department are jointly using space at other Fire Stations to house radio communications equipment and functions for use in an emergency.

As well, in accordance with the City's Continuity of Government/Continuity of Operations Plan, staff needs to pre-identify an alternate facility if the City's primary EOC is compromised. This use has not been captured in a MOU until now. These MOU's will establish the City's use of these facilities with the Shoreline Fire Department and the City of Lake Forest Park.

## **DISCUSSION**

To completely cover the range of cooperation among the City of Shoreline, the Shoreline Fire Department and the City of Lake Forest Park, the following three MOU's have been developed for Council consideration:

- **MOU with the Shoreline Fire Department for the Primary EOC at Fire Station 61 (Attachment A).** The prior agreement was not sufficient to cover the current needs, so a new agreement that reflects the City's current use and articulates a clear understanding of which organization owns what equipment and how that equipment will be repaired or replaced when needed has been written.
- **MOU with the Shoreline Fire Department for Antenna/Radio Equipment at Fire Stations 63, 64, and 65 (Attachment B).** Despite the current placement of antenna/radio equipment on Fire Station property, there has been no agreement delineating such use. An MOU has been drafted to set forth the terms and conditions of this use.
- **MOU with the Shoreline Fire Department and City of Lake Forest Park for the Alternate EOC at Lake Forest Park City Hall (Attachment C).** Current and prudent practice, as well as potential amendments to Washington Administrative Code (WAC) 118-30, suggests that the City should identify an alternate EOC in the event the primary EOC at the Shoreline Fire Department Headquarters



(Station 61) is not operable. Shoreline's current alternate EOC is a conference room at the Shoreline Police station. It has been determined by both Emergency Management and Shoreline Police staff that this conference room would not adequately serve the City's needs in an emergency if the City's primary EOC was compromised, and could also conflict with Police operations during an emergency. Given this, staff initiated discussions with the City of Lake Forest Park to utilize their primary EOC, located at Lake Forest Parks' City Hall, as Shoreline's alternate EOC. Likewise, should Lake Forest Park's EOC be compromised, they would use the Shoreline EOC as their back-up. Lake Forest Park and Shoreline are very close in proximity and share many of the same services. Using each other's primary EOC as each other's alternate EOC meets the City's requirements at no additional cost.

Shoreline Fire Commissioners voted unanimously on April 19th, 2015 to authorize the Shoreline Fire Chief to enter into these MOU's with the Cities of Shoreline and Lake Forest Park. The City of Lake Forest Park staff will be recommending that their Council approve these MOUs when they take action following approval by the Shoreline City Council.

### **RESOURCE/FINANCIAL IMPACT**

These actions have no financial impact. The City budgets funds to equip and operate the EOC. The emergency management budget includes funds for repairing any equipment that may need to be repaired or replaced at the EOC

### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department to provide a primary Emergency Operations Center at Shoreline Fire Station 61, a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department for antenna and radio use at Shoreline Fire Stations 63, 64 and 65, and a Memoranda of Understanding between the City of Shoreline, the Shoreline Fire Department, and the City of Lake Forest Park to provide for an alternate Emergency Operations Center.

### **ATTACHMENTS**

Attachment A: Shoreline Fire MOU - For Use of the Primary EOC at Station 61  
Attachment A, Exhibit 1: Diagram of City's Use of Shoreline Fire Station 61  
Attachment A, Exhibit 2: List of City Assets Located at Fire Station 61  
Attachment B: Shoreline Fire MOU - For Use of Rooms at Stations 63, 64, and 65  
Attachment B, Exhibit 1: Location of Antenna/Radios at Stations 63, 64 and 65  
Attachment C: Shoreline-Lake Forest Park MOU - Alternate EOC  
Attachment C, Exhibit 1: Shoreline EOC Diagram  
Attachment C, Exhibit 2: Lake Forest Park EOC Diagram  
Attachment D: 2008 Shoreline Fire Department MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHORELINE AND THE SHORELINE FIRE DEPARTMENT  
TO PROVIDE AN EMERGENCY OPERATIONS CENTER FACILITY**

EFFECTIVE DATE: \_\_\_\_\_, 2015

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made and entered into under the authority of RCW chapter 39.34, by the CITY OF SHORELINE, a municipal corporation organized under Title 35A RCW (“Shoreline”), and the SHORELINE FIRE DISTRICT, a special purpose district organized under Title 52 RCW (“Fire Department”). The intent of this MOU is to establish the terms and conditions for the operations and management of an Emergency Operations Center that may be activated by Shoreline in times of emergency.

THEREFORE, the Fire Department hereby grants to Shoreline the use of a portion of its Training and Support Facility for an Emergency Operations Center, upon the following terms and conditions:

**A. ACTIVATION OF EMERGENCY OPERATIONS CENTER**

1. The Emergency Operations Center (EOC) shall only be activated in the event of an emergency.
2. Emergency shall mean a natural or human-caused event or set of circumstances which: (1) demands immediate action to preserve public health, protect life, protect property, protect natural resources or to provide relief to any stricken community overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency.
3. The Shoreline City Manager or designee, as outlined in the City of Shoreline's Comprehensive Emergency Management Plan (CEMP), has the sole authority to activate the EOC based on anticipated or present emergency events that require the coordination of resources to provide for an effective response and recovery

**B. PREMISES**

1. The Fire Department hereby grants to Shoreline the use of a portion of the Fire Department's Training and Support Facility (“Facility”) located at 17525 Aurora Avenue

North, Shoreline, Washington and referenced as Fire Station 61. The Fire Department grants Shoreline the use of its Facility as shown on Exhibit 1 ("Premises").

## 2. Use of the Premises

- a. Shoreline shall use the Premises for the purpose of providing an Emergency Operations Center (EOC). The intent of the EOC is to provide a single point for a coordinated response and recovery during an emergency.
- b. Shoreline shall have authority to use the Premises as an EOC in times of an emergency and, at the convenience of the Fire Department, to convene meetings related to emergency management and to conduct emergency management training activities for Shoreline or volunteer support organizations.
- c. Shoreline shall not use the Premises for any purposes not stated in this MOU without the prior consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's current Fire Chief.
- d. Upon activation of the EOC, Shoreline shall have absolute priority over routine use of the Premises or any planned activities within the Premises.
- e. Volunteer support organizations, including Auxiliary Communications Services (ACS) and Community Emergency Response Team (CERT), may, if authorized by Shoreline, use the Premises during times of emergency or for training purposes.
- f. Shoreline recognizes its obligations to comply with the Fire Department's rules and protocols for use of its Facility.

## 3. Maintenance of the Premises

- a. The Fire Department shall ensure the security and safety of the Premises at all times when the EOC is not activated. If the EOC is activated Shoreline will make arrangements with the Shoreline Police Department to provide security.
- b. The Fire Department shall provide and pay for routine maintenance and repair of the Premises, including janitorial services.

## 4. Shoreline shall not alter, remodel, or in any way modify or change the present condition or appearance of the Premises without consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's current Fire Chief.

### C. USER FEE

The Fire Department shall not charge Shoreline for use of the Premises for the any of the purposes set forth in this MOU.

### D. EQUIPMENT, SUPPLIES, AND COST SHARING

#### 1. Equipment

a. Shoreline, at its own expense, has supplied the Premises with various types of equipment. Equipment includes, but is not limited to, computers, servers, radios, televisions, antenna, and work stations. A listing of Shoreline-owned equipment is included as Exhibit 2 to this MOU ("Equipment"). The Equipment shall remain the property of Shoreline and, upon termination of this MOU, Shoreline shall have the right to remove the Equipment from the Premises.

b. Shoreline agrees that if it removes the Equipment, Shoreline will restore the Premises to their pre-installation condition.

c. Of the Equipment listed on Exhibit 2, the Fire Department shall be allowed to use only the following: televisions, audio-visual equipment, designated computers, and work stations. Use of the Equipment shall be at the Fire Department's own risk and expense. The Fire Department agrees that if the Equipment is damaged during the time of its use, that the Fire Department shall repair or replace the Equipment within thirty (30) calendar days of its damage. The cost of repair or replacement will be solely that of the Fire Department. Replacement equipment shall be of equal value and quality.

d. Any necessary storage of the Equipment will be provided by the Fire Department in the area(s) denoted on Exhibit 1. The Fire Department shall at all times take reasonable steps necessary to protect the Equipment from theft, loss, or damage. If, except due to Shoreline's negligence, any Equipment is stolen, lost, or damage, the Fire Department shall repair or replace the Equipment within thirty (30) calendar days its theft, loss, or damage. The cost of repair or replacement will be solely that of the Fire Department. Replacement equipment shall be of equal value and quality.

#### 2. Supplies

a. Shoreline, at its own expense, has supplied the Premises with various types of supplies. Supplies include, but are not limited to, office supplies, computer supplies, and other items necessary for the day-to-day operation of the EOC. Supplies are for the sole use of Shoreline and are not to be used by the Fire Department.

b. If the Fire Department uses Shoreline's supplies, then it shall replace those supplies within thirty (30) calendar days of the use. The cost of replacement will be solely that of the Fire Department. Replacement supplies shall be of equal value and quality.

### 3. Utility and Communication Services Fees

a. Shoreline has provided phone lines, cable television, and a fiber optic line to the Premises. The Fire Department is responsible for all charges related to the provision of phone and cable television services.

b. The Fire Department shall provide and pay for all utility services, including water, electricity, and sewer for the EOC.

### E. ACCESS TO PREMISES AND MANAGEMENT OF PERSONNEL

1. Upon activation of the EOC, Shoreline shall have sole authority for the management of Shoreline employees and, except as provided below, volunteers.
2. Upon activation of the EOC, Shoreline and the Fire Department shall jointly manage supporting volunteer organizations, such as Auxiliary Communications Services (ACS) and Community Emergency Response Team (CERT), utilized during EOC activation. The incorporation of an organization into an emergency will be at the discretion of the Shoreline EMC or his/her designee or the Shoreline Fire Chief or his/her designee. The requesting entity, Shoreline or the Fire Department, must assign supervision of any CERT/ACS members deployed into an emergency or disaster scene.
3. Access to the Premises shall be limited to implementing the purposes of this MOU. Shoreline shall be responsible for any damage or loss resulting from Shoreline employees and other invitees of Shoreline gaining access to the Facility and Premises for the purposes set forth in this MOU.

### F. TERM

1. The initial term of this MOU shall be from \_\_\_\_\_, 2015 to December 31, 2015, and then shall automatically renew for additional one (1) year terms every year thereafter on January 1, unless amended or terminated as provided herein.
2. This MOU may be terminated for any reason by written notice from either party delivered in accordance with Section J. Notice of termination shall be provided six (6) months in advance of the termination date.



### G. USE OF EOC BY NEIGHBORING JURISDICTIONS

During periods of emergency, neighboring jurisdictions may temporarily be unable to utilize their designated EOC. The Fire Department agrees that Shoreline may enter into agreements with neighboring jurisdictions for the use of Premises as a secondary EOC. The terms and conditions will be set forth in a separate agreement for which the Fire Department will be made a party to that agreement.

### H. INSURANCE

Each party to this MOU shall be responsible for obtaining and maintain its own liability and property insurance against losses or liability related to this MOU.

### I. INDEMNIFICATION

Each party shall indemnify, defend, and hold the other party, its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, loss, or suits, including attorney's fees, costs, and expenses, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this MOU, except to the extent the injuries or damages were caused by the indemnified party.

In the event a court of competent jurisdiction determines that RCW 4.24.115 applies to this MOU, then in the event of liability caused by concurrent negligence of both parties, each party shall be responsible only to the extent of its own negligence.

The parties waive immunity under the Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

### J. ADMINISTRATION

1. All notices or actions required by this MOU shall be directed to the following:

To: City of Shoreline  
Emergency Management Coordinator  
17500 Midvale Avenue North  
Shoreline, WA 98133

To: Shoreline Fire Department  
Fire Chief  
17525 Aurora Avenue North  
Shoreline, WA 98133

2. The SEM Coordinator and the Fire Department Chief, or their designee, shall meet at least on a semi-annual basis to address any issues that may arise under this MOU including, but not limited to, the scheduling of the EOC for emergency training purposes.

3. Any issue or conflict not resolved by the SEM Coordinator and the Fire Chief shall be referred to the Shoreline City Manager. The City Manager and the Fire Chief shall work cooperatively to resolve any issue or conflict.

#### K. GENERAL PROVISIONS

1. This MOU contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU, shall be deemed to exist or bind any of the parties hereto. Either party may request amendments to this MOU. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment to this MOU.
2. The parties shall comply with all applicable laws, ordinance codes, rules, and regulations.
3. This MOU shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out this MOU shall be King County Superior Court. If any litigation is brought by any party to enforce the terms of this MOU or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.
4. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
5. Except as provided herein, neither party shall assign this MOU, or any part thereof, without the written consent of the other party, which consent shall not be unreasonably withheld. If the proposed assignee is a government agency, then it shall be reasonable for either party to require assignee to execute an interlocal agreement or memorandum of understanding with indemnity, insurance, default, and termination clauses. This MOU shall not be assignable by operation of law. No assignment shall be effective until the assignee, in writing, shall execute an interlocal agreement or memorandum of understanding or assume this MOU, and agree to perform and be bound by all of the obligations of accruing under this MOU for that party from and after the date of such assignment.

**This Memorandum of Understanding is executed by:**

CITY OF SHORELINE

\_\_\_\_\_  
Debbie Tarry  
City Manager, City of Shoreline

Dated: \_\_\_\_\_

SHORELINE FIRE DEPARTMENT

\_\_\_\_\_  
Matt Cowan  
Fire Chief, Shoreline Fire Department

Dated: \_\_\_\_\_

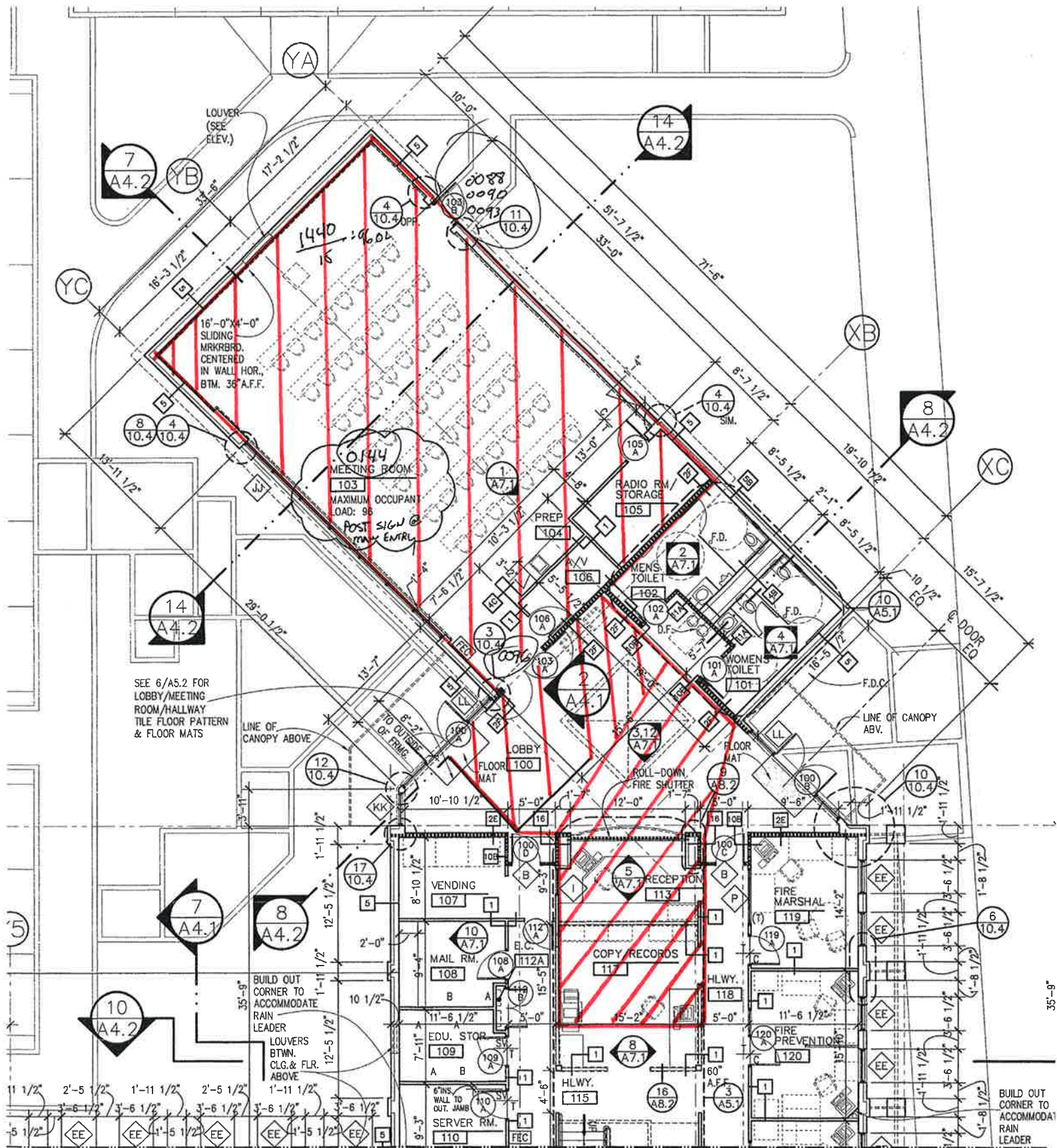
Approved as to Form:

\_\_\_\_\_  
Margaret A. King  
City Attorney, City of Shoreline

Attachments:

Exhibit 1 – Diagram of City’s Use of Shoreline Fire Station 61

Exhibit 2 – City Equipment/Assets Located at Shoreline Fire Station 61



## EMERGENCY OPERATIONS CENTER ASSETS LOCATED AT FIRE STATION #61

5/26/2015

<u>Tag #</u>	<u>Asset Description</u>	<u>Asset Location</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Maker</u>	<u>Model</u>	<u>Serial-VIN</u>
101105	Yaesu	EOC, Fire Station 61			HF Transceiver (160-6m)	FT 847	OM450207
101107	icom	EOC, Fire Station 61			Packet radio	IC-207	12534
101109	Cemnet	EOC, Fire Station 61				Vertex VX-300	
101566	800 MHZ RADIO	EOC, Fire Station 61	01/01/04		MOTOROLA	MCS 2000	722ABS1489
101567	800 MHZ RADIO	EOC, Fire Station 61	01/01/04		MOTOROLA	MCS 2000 VHF	623ABS0435
101596	Satelite Phone	EOC, Fire Station 61					
101958	WEATHER RADIO	EOC, Fire Station 61	12/01/05	\$ 51.71	MIDLAND	WR300 AM/FM	40103265
102040	BATTERY	EOC, Fire Station 61	10/16/06	\$ 106.61		12 Volt	
102041	BATTERY	EOC, Fire Station 61	10/16/06	\$ 106.61		12 Volt	
102042	SIGNALINK	EOC, Fire Station 61	10/23/06	\$ 92.90		SL1	
102043	RADIO	EOC, Fire Station 61	10/17/06	\$ 512.80	ICOM	2720H	0510172
102044	POWER SUPPLY	EOC, Fire Station 61	10/17/06	\$ 91.99	SAMLEX	SEC1212	03051-5J06-01842
102045	CHARGER	EOC, Fire Station 61	10/18/06	\$ 54.39		Port Maint. 2	
102143	PROJECTOR, LCD	EOC, Fire Station 61	08/01/07	\$ 1,400.00	TOSHIBA	TLP-XC2500	20736084
102164	LAPTOP	EOC, Fire Station 61	07/03/07	\$ 1,782.90	DELL	Latitude D620	J88QLD1
102165	LAPTOP	EOC, Fire Station 61	07/03/07	\$ 1,782.90	DELL	Latitude D620	D88QLD1
102166	LAPTOP	EOC, Fire Station 61	07/03/07	\$ 1,782.90	DELL	Latitude D620	G88QLD1
102206	LAPTOP	EOC, Fire Station 61	12/12/07	\$ 1,660.18	DELL	LATITUDE D630	DNWS9F1
102207	LAPTOP	EOC, Fire Station 61	12/12/07	\$ 1,660.18	DELL	LATITUDE D630	BNWS9F1
102208	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	52PJ3F1
102209	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	82PJ3F1
102210	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	92PJ3F1
102211	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	42PJ3F1
102484	TELEVISION	EOC, Fire Station 61	12/10/08	\$ 2,468.61	SAMSUNG	46IN LCD TV	MG46HCNQA00288
102641	DVD PLAYER	EOC, Fire Station 61	12/02/09	\$ 5,664.21	YAMAHA	S1800	Z039027UW
102642	AMP	EOC, Fire Station 61	12/02/09	\$ 5,664.21	TOA	900-A903	CF769982
102643	TOUCH PANEL	EOC, Fire Station 61	12/02/09	\$ 5,664.21	AMX	MVP 5150, 5.2" MODERO VIEWPOINT WIFI PANEL	596607X3990067
102644	ELECTRONIC RACK	EOC, Fire Station 61	12/02/09	\$ 5,664.21	COMMERCIAL SOUND AND VIDEO		
102665	TELEVISION	EOC, Fire Station 61	03/19/10	\$ 3,100.00	SHARP	LC52E77UN	M15002B909867292
102697	COMPUTER	EOC, Fire Station 61	07/13/10	\$ 1,349.27	DELL	OPTIPLEX 780	1R53MM1
102698	LAPTOP	EOC, Fire Station 61	07/10/10	\$ 1,808.47	DELL	LATITUDE E6410	6837TM1
102699	LAPTOP	EOC, Fire Station 61	07/10/10	\$ 1,808.47	DELL	LATITUDE E6410	8B27TM1
102700	LAPTOP	EOC, Fire Station 61	07/10/10	\$ 1,808.47	DELL	LATITUDE E6410	6C27TM1
102813	HAM RADIO	EOC, Fire Station 61	1/3/2011	\$ 514.60	ICOM	2M/440 MOBILE /DSTAR	
102824	NOISE FINDER	EOC, Fire Station 61	04/04/11	\$ 175.15	HAM RADIO OUTLET	MFJ-856	
102971	CAR CAMCORDER, PORTABLE	EOC, Fire Station 61	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
102972	CAR CAMCORDER, PORTABLE	EOC, Fire Station 61	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
103024	LAPTOP	EOC, Fire Station 61	01/26/12	\$ 1,250.49	HP	WX750AV	5CB205625J
103025	LAPTOP	EOC, Fire Station 61	01/26/12	\$ 1,250.49	HP	WX750AV	5CB205625K
103026	LAPTOP	EOC, Fire Station 61	01/26/12	\$ 1,250.49	HP	WX750AV	5CB205625L
103119	TELEVISION	EOC, Fire Station 61	07/31/12	\$ 2,157.15	SHARP	AQUOS LC-52LE640U 52"	
103130	REPEATER	EOC, Fire Station 61	12/19/12	\$ 1,229.93	MOTOROLA	QUANTAR	
103131	DUPLEXER	EOC, Fire Station 61	12/12/12	\$ 470.85	CELWAVE	526 DUPLEXER	
103304	RADIO	EOC, Fire Station 61	11/18/13	\$ 137.31	COBRA	148GTL CB 40 Channel 12W	W307098664
103712	EOC Desk Installed - Steelcase	EOC, Fire Station 61	4/1/2014	\$ 438.48	1 pedestal 2 drawer file cabinet		
103713	EOC Desk Installed - Steelcase	EOC, Fire Station 61	4/1/2014	\$ 545.30	One two shelves storage cabinet		
103711	EOC Desk Installed - Steelcase	EOC, Fire Station 61	4/1/2014	\$ 344.61	Worksurface-Straight, Laminate		



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHORELINE AND THE SHORELINE FIRE DEPARTMENT  
FOR EMERGENCY MANAGEMENT COMMUNICATIONS**

EFFECTIVE DATE: \_\_\_\_\_, 2015

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made and entered into by the CITY OF SHORELINE, a municipal corporation organized under Title 35A RCW ("Shoreline"), and the SHORELINE FIRE DISTRICT, a special purpose district organized under Title 52 RCW ("Fire Department"). The intent of this MOU is to establish the terms and conditions for utilization of certain Fire Department facilities for the purpose of emergency management communications.

THEREFORE, the Fire Department hereby grants to Shoreline the use of certain facilities for emergency management purposes upon the following terms and conditions:

**A. PREMISES**

1. The Fire Department hereby grants to Shoreline the use of a portion of the following locations (collectively, the "Premises") for the purpose of emergency management communications:
  - a. Shoreline Fire Station No. 63 located at 1410 NE 180<sup>th</sup> Street, Shoreline, WA.
  - b. Shoreline Fire Station No. 64 located at 719 N. 185<sup>th</sup> Street, Shoreline, WA.
  - c. Shoreline Fire Station No. 65 located at 145 NE 155<sup>th</sup> Street, Shoreline, WA.
2. Use of the Premises
  - a. Shoreline shall use the Premises only for the purpose of providing communications during an emergency. Emergency shall mean a natural or human-caused event or set of circumstances which: (1) demands immediate action to preserve public health, protect life, protect property, protect natural resources or to provide relief to any stricken community overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency. The Shoreline City Manager or designee, as outlined in the City of Shoreline's Comprehensive Emergency Management Plan (CEMP), has the sole authority declare an emergency.

b. Shoreline, at its own cost, has installed antenna, radios and other equipment for emergency communications management purposes at the Premises ("Equipment"). The locations of the Equipment are included in Exhibit 1 to this MOU.

c. Shoreline shall have authority to use the Premises for communication purposes during an emergency and shall not use the Premises for any purpose not stated in this MOU, without the consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's Fire Chief.

d. Shoreline shall not alter, remodel, or in any way modify or change the present condition or appearance of the Premises without consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's Fire Chief.

#### B. USER FEE

The Fire Department shall not charge Shoreline for use of the Premises for any of the purposes set forth in this MOU.

#### C. EQUIPMENT AND COST SHARING

##### 1. Equipment

a. Shoreline, at its own expense, has supplied and installed at the Premises Equipment for emergency communication management purposes. A listing of Shoreline-owned Equipment is included as Exhibit 1 to this MOU.

b. The Equipment shall remain the property of Shoreline and, upon termination of this MOU, Shoreline shall have the right to remove the Equipment from the Premises.

c. Shoreline agrees that if it removes the Equipment, Shoreline will restore the Premises to their pre-installation condition.

d. The Fire Department shall be allowed to use the Equipment. If the Equipment becomes damaged due to the Fire Department's action or an action under its control, the Fire Department shall repair or replace the Equipment within thirty (30) calendar days of the damage. The cost of repair or replacement will be solely that of the Fire Department. Replacement equipment shall be of equal value and quality.

##### 2. Utility Services Fees

The Fire Department shall provide and pay for all utility services, such as electricity, necessary for the operation of the Equipment.

#### D. TERM

1. The initial term of this MOU shall be from \_\_\_\_\_, 2015 to December 31, 2015, and then shall automatically renew for additional one (1) year terms every year thereafter on January 1, unless amended or terminated as provided herein.
2. This MOU may be terminated for any reason by written notice from either party delivered in accordance with Section F. Notice of termination shall be provided six (6) months in advance of the termination date.

#### E. INSURANCE

Each party to this MOU shall be responsible for obtaining and maintain its own liability and property insurance against losses or liability related to this MOU.

#### F. INDEMNIFICATION

1. Shoreline shall indemnify, defend, and hold the Fire Department and its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, loss, or suits including attorney's fees, costs, and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent and/or intentional acts, errors, or omissions of the City, its agents, or employees in the performance of this MOU.
2. The Fire Department shall indemnify, defend, and hold Shoreline and its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, loss, or suits including attorney's fees, costs, and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent and/or intentional acts, errors, or omissions of Shoreline, its agents, or employees in the performance of this MOU.

#### G. ADMINISTRATION

1. All notices or actions required by this MOU shall be directed to the following:

To: City of Shoreline  
Emergency Management Coordinator  
17500 Midvale Avenue North  
Shoreline, WA 98133

To: Shoreline Fire Department  
Fire Chief  
17525 Aurora Avenue North  
Shoreline, WA 98133

2. Any issue or conflict not resolved by the Shoreline Emergency Management (SEM) Coordinator and the Fire Chief shall be referred to the Shoreline City Manager. The City Manager and the Fire Chief shall work cooperatively to resolve any issue or conflict.

#### H. GENERAL PROVISIONS

1. This MOU contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU, shall be deemed to exist or bind any of the parties hereto. Either party may request amendments to this MOU. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment to this MOU.
2. The parties shall comply with all applicable laws, ordinance codes, rules, and regulations.
3. This MOU shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out this MOU shall be King County Superior Court. If any litigation is brought by any party to enforce the terms of this MOU or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.
4. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
5. Neither party shall assign this MOU, or any part thereof, without the written consent of the other party, which consent shall not be unreasonably withheld. If the proposed assignee is a government agency, then it shall be reasonable for either party to require assignee to execute an interlocal agreement or memorandum of understanding with indemnity, insurance, default, and termination clauses. This MOU shall not be assignable by operation of law. No assignment shall be effective until the assignee, in writing, shall execute an interlocal agreement or memorandum of understanding or assume this MOU, and agree to perform and be bound by all of the obligations of accruing under this MOU for that party from and after the date of such assignment.

**This Memorandum of Understanding is executed by:**

CITY OF SHORELINE

\_\_\_\_\_  
Debbie Tarry  
City Manager, City of Shoreline

Dated: \_\_\_\_\_

SHORELINE FIRE DEPARTMENT

\_\_\_\_\_  
Matt Cowan  
Fire Chief, Shoreline Fire Department

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret A. King  
City Attorney, City of Shoreline

Attachments:

Exhibit 1 – Location and Listing of Equipment at Shoreline Fire Stations 63, 64 and 65



**EMERGENCY OPERATIONS CENTER ASSETS LOCATED AT FIRE STATION #63, 64, 65**

5/26/2015

<u>Tag #</u>	<u>Asset Description</u>	<u>Asset Location</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Maker</u>	<u>Model</u>	<u>Serial-VIN</u>
102968	CAR CAMCORDER, PORTABLE	Fire Station 63: Truck	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
103303	ANTENNA, Omni-Directional	Fire Station 63	11/18/13	\$ 128.21	Solarcon	A-99CK 17'	
100858	Yaesu Musen Co Ltd Radio	Fire Station 64	1410192			FT-847	
103308	Connector, USB /6-PIN MINI-DIN	Fire Station 64	9/26/2013	\$ 122.24	Tigertronics	SL-USB-6PM	
103309	Connector, USB /6-PIN MINI-DIN	Fire Station 64	9/26/2013	\$ 122.24	Tigertronics	SL-USB-6PM	
103310	Connector, USB /RJ-45 MIC	Fire Station 64	9/26/2013	\$ 122.24	Tigertronics		
102969	CAR CAMCORDER, PORTABLE	Fire Station 64: Truck	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
101064	Sylvania	Fire Station 65			Monitor		
101108	Kantronics	Fire Station 65					
102183	RADIO	Fire Station 65	12/28/07	\$ 159.99	KENWOOD	TM271A 144 MHZ	90300174
102184	RADIO	Fire Station 65	12/28/07	\$ 249.99	ALINCO	DR-235 TMK III 220MHZ	M001303
102703	HEADSET W/ MIC	Fire Station 65	07/22/10	\$ 250.21	HEI	HEIL DLX BM MIC/HEADSET/HC4&5	
102704	HEADSET W/ MIC	Fire Station 65	07/22/10	\$ 250.21	HEI	HEIL DLX BM MIC/HEADSET/HC4&5	
240333	FM Transceiver Dual Band Radio	Fire Station 65			ICOM	IC 2800H	
102970	CAR CAMCORDER, PORTABLE	Fire Station 65: Truck	01/09/12	\$ 149.99	DOD-TECH	F500LHD	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHORELINE, THE CITY OF LAKE FOREST PARK, AND  
THE SHORELINE FIRE DEPARTMENT  
TO PROVIDE AN ALTERNATE EMERGENCY OPERATIONS CENTER**

EFFECTIVE DATE: \_\_\_\_\_, 2015

THIS MEMORANDUM OF UNDERSTANDING (MOU), pursuant to RCW 39.34, is made and entered into by the CITY OF SHORELINE, a municipal corporation organized under Title 35A RCW (“Shoreline”), the CITY OF LAKE FOREST PARK, a municipal corporation organized under Title 35A RCW (“Lake Forest Park”), and the SHORELINE FIRE DISTRICT, a special purpose district organized under Title 52 RCW (“Fire Department”). The intent of this MOU is to establish the terms and conditions for the establishment of an alternate Emergency Operations Center (EOC) for use during times of emergency.

WHEREAS, Shoreline has entered into a Memorandum of Understanding with the Fire Department for the use of a portion of the Fire Department’s Training and Support Facility located at 17525 Aurora Avenue North, Shoreline, Washington as its primary EOC; and

WHEREAS, Lake Forest Park has established a portion of the first floor of its City Hall located at 17425 Ballinger Way NE, Lake Forest Park, Washington as its primary EOC; and

WHEREAS, Shoreline and Lake Forest Park recognizes that during times of emergency, these primary EOCs may not be available or adequate to respond to an emergency; and

WHEREAS, in order to ensure the ability to respond to an emergency, Shoreline and Lake Forest Park desire to designate a secondary EOC; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this MOU and the agreements contained herein, the parties agree as follows:

A. PURPOSE

The purpose of this MOU is to ensure that Shoreline and Lake Forest Park have the ability to provide for a secondary EOC when their primary EOC cannot be utilized during times of emergency. Under this MOU, Shoreline and Lake Forest Park may temporarily allow for the use of their primary EOC as a secondary EOC until such time as their primary EOC becomes operational.

## B. DEFINITIONS

1. Primary Emergency Operations Center (primary EOC): The pre-designated facility established by a city to coordinate the city's primary overall response to and support for an emergency.
2. Secondary Emergency Operations Center (secondary EOC): The pre-designated facility established by a city as an alternative EOC location in the event the primary EOC is unable to be utilized during times of emergency.
3. Primary EOC city: The city that is making available its primary EOC to another city for use as a secondary EOC.
4. Secondary EOC city: The city whose primary EOC is unable to be utilized during times of emergency.

## C. DESIGNATION OF SECONDARY EMERGENCY OPERATIONS CENTERS

1. Shoreline agrees to provide its primary EOC within the Fire Department's Facility located at 17525 Aurora Avenue North, Shoreline, Washington as a secondary EOC for Lake Forest Park. A copy of Shoreline's primary EOC is attached as Exhibit 1.
2. Lake Forest Park agrees to provide its primary EOC within its City Hall located at 17425 Ballinger Way NE, Lake Forest Park, Washington as a secondary EOC for Shoreline. A copy of Lake Forest Park's primary EOC is attached as Exhibit 2.

## D. USE OF SECONDARY EMERGENCY OPERATIONS CENTERS

1. A request to utilize a secondary EOC shall only be when an emergency has been declared by the Secondary EOC city and the City Manager/Administrator, or designee, of the Secondary EOC city has determined that the city's primary EOC is unable or inadequate to serve as an EOC. The City Manager/Administrator, or designee, must also determine that activation of a secondary EOC is necessary to provide for the coordination of resources to ensure an effective response and recovery.
2. The use of another city's primary EOC as a secondary EOC shall be discretionary. Each city retains the exclusive right to use their primary EOC during periods of emergency regardless of the needs of the other city. The authorization to allow for the use shall be made by the City Manager/Administrator, or designee, of the EOC being sought for use. In determining whether to allow for use, the City Manager/Administrator shall consider the needs of his/her city and the capacity of his/her city to assist in the activation of the EOC in a secondary capacity.

3. A city shall not use the secondary EOC for any purpose not stated in this MOU.
4. Upon activation of a secondary EOC, the Secondary EOC city shall have absolute priority over routine use of secondary EOC or any planned activities within the secondary EOC.

#### E. PERSONNEL

A Secondary EOC city shall provide its own personnel for operating the secondary EOC. Volunteer support organizations, such as Community Emergency Response Team (CERT), may, if authorized by the secondary EOC city, use the secondary EOC during times of emergency. The secondary EOC city shall have sole authority for the management of its employees and volunteers. However, the secondary EOC city may request the support of the Primary EOC City to assist with system familiarity. The secondary EOC city may also seek personnel as provided in Article XI of the King County Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County. Both Cities are signatories of this Framework.

#### F. EQUIPMENT

1. No property is to be acquired jointly by the parties under this MOU. The secondary EOC city shall endeavor to provide all of the equipment necessary to operate an EOC. The secondary EOC city assumes all risk for theft, loss, or damage of its equipment except when such theft, loss, or damages is due to the primary EOC city's negligence.
2. Use of the primary EOC city's equipment shall be at the discretion of the City Manager/Administrator, or designee, for the primary EOC city. If a city is permitted to utilize the primary EOC city's equipment, such use shall be at the secondary EOC city's own risk and expense. The secondary EOC city agrees that if the equipment is damaged during the time of its use, the secondary EOC city shall repair or replace the equipment within thirty (30) calendar days of its damage. The cost of repair or replacement will be solely that of the secondary EOC city. Replacement equipment shall be of equal value and quality.

#### G. COSTS OF USE OF SECONDARY EMERGENCY OPERATIONS CENTER

If a city utilizes the primary EOC of another city, any costs incurred by the primary EOC city shall be reimbursed by the other city. However, there shall be no rent or charge for the temporary use of a secondary EOC. Costs which are to be reimbursed include, but are not limited to, utilities, supplies, equipment, and personnel. The primary EOC city shall document such costs; payment shall be within thirty (30) days of presentation.

#### H. INSURANCE

Each party to this MOU shall be responsible for obtaining and maintain its own liability and property insurance against losses or liability related to this MOU.

#### I. INDEMNIFICATION

1. Each party shall indemnify, defend, and hold the other party, its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, loss, or suits, including attorney's fees, costs, and expenses, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this MOU, except to the extent the injuries or damages were caused by the indemnified party.
2. In the event a court of competent jurisdiction determines that RCW 4.24.115 applies to this MOU, then in the event of liability caused by concurrent negligence of both parties, each party shall be responsible only to the extent of its own negligence.
3. The parties waive immunity under the Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

#### J. TERM

1. The initial term of this MOU shall be from \_\_\_\_\_, 2015 to December 31, 2015, and then shall automatically renew for additional one (1) year terms every year thereafter on January 1, unless amended or terminated as provided herein.
2. This MOU may be terminated for any reason by written notice from either party delivered in accordance with Section K. Notice of termination shall be provided six (6) months in advance of the termination date.

#### K. ADMINISTRATION

1. No separate legal or administrative entity is created by this MOU.
2. The Notice for the need to activate a secondary EOC shall be in person, by telephone, or by such other means as reasonable used to apprise the primary EOC city of the other city's need for a secondary EOC. All other notices or actions required by this MOU shall be directed to the following:



To: City of Shoreline  
Emergency Management Coordinator  
17500 Midvale Avenue North  
Shoreline, WA 98133

To: City of Lake Forest Park  
Emergency Management Coordinator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

To: Shoreline Fire Department  
Fire Chief  
17525 Aurora Avenue North  
Shoreline, WA 98133

#### L. GENERAL PROVISIONS

1. This MOU contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU, shall be deemed to exist or bind any of the parties hereto. Either party may request amendments to this MOU. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment to this MOU.
2. The parties shall comply with all applicable laws, ordinance codes, rules, and regulations.
3. This MOU shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out this MOU shall be King County Superior Court. If any litigation is brought by any party to enforce the terms of this MOU or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.
4. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
5. Neither party shall assign this MOU, or any part thereof, without the written consent of the other party, which consent shall not be unreasonably withheld. If the proposed assignee is a government agency, then it shall be reasonable for either party to require assignee to execute an interlocal agreement or memorandum of understanding with indemnity, insurance, default, and termination clauses. This MOU shall not be assignable by operation of law. No assignment shall be effective until the assignee, in writing, shall

execute an interlocal agreement or memorandum of understanding or assume this MOU, and agree to perform and be bound by all of the obligations of accruing under this MOU for that party from and after the date of such assignment.

**This Memorandum of Understanding is executed by:**

**CITY OF SHORELINE**

\_\_\_\_\_  
Debbie Tarry  
City Manager, City of Shoreline

Dated: \_\_\_\_\_

**CITY OF LAKE FOREST PARK**

\_\_\_\_\_  
Mary Jane Goss  
Mayor, City of Lake Forest Park

Dated: \_\_\_\_\_

**SHORELINE FIRE DEPARTMENT**

\_\_\_\_\_  
Matt Cowan  
Fire Chief, Shoreline Fire Department

Dated: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Margaret A. King  
City Attorney, City of Shoreline

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney, City of Lake Forest Park

**Attachments:**

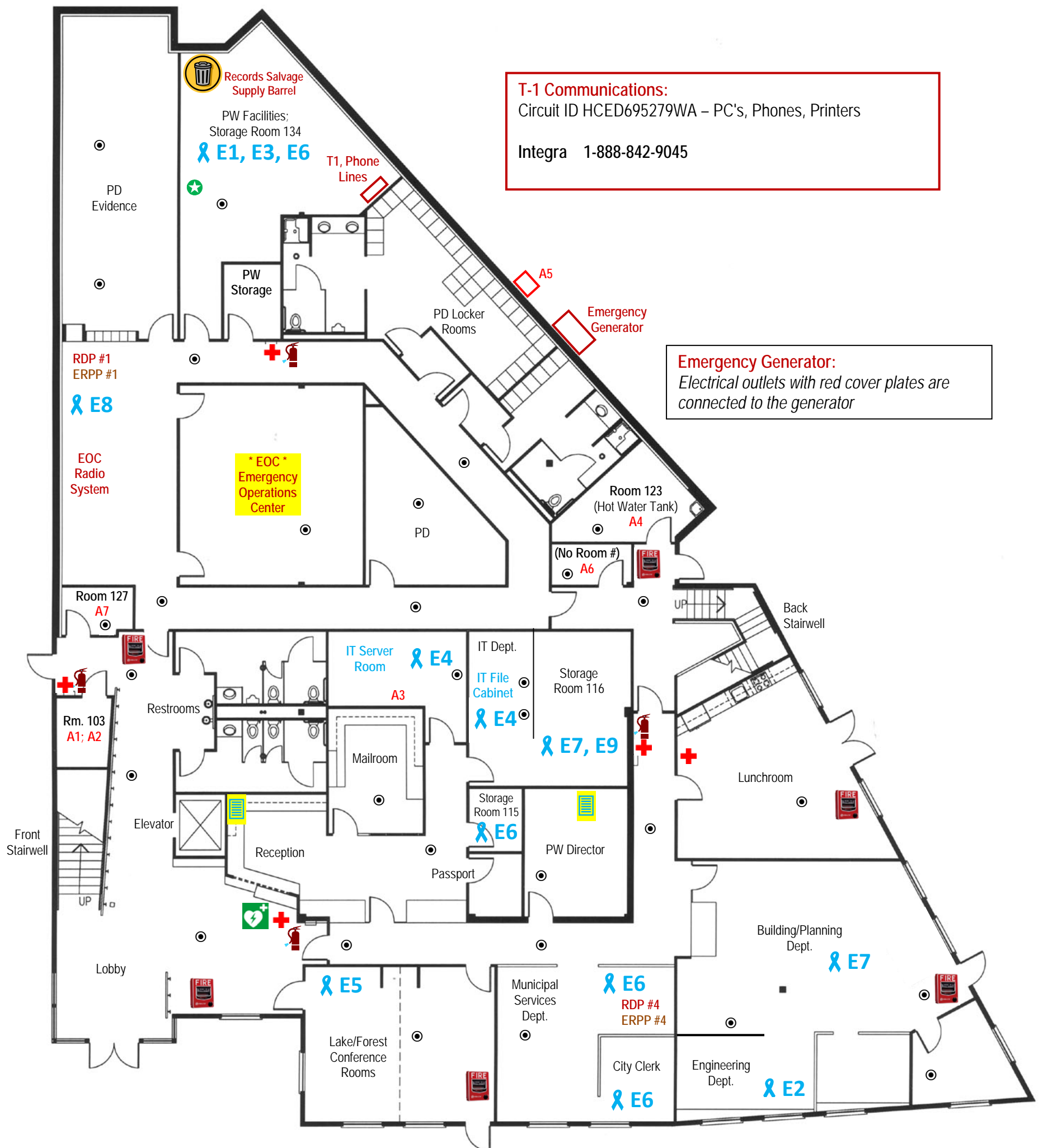
Exhibit 1 – Shoreline Fire Department Diagram

Exhibit 2 – City of Lake Forest Park City Hall Diagram





**City of Lake Forest Park  
City Hall**



## FIRST FLOOR PLAN

RDP = Records Disaster Plan  
ERPP = Essential Records Plan



## SECOND FLOOR PLAN

RDP = Records Disaster Plan  
ERPP = Essential Records Plan





1-08-003

Contract # 4653  
(obtain from City Clerk)

## CONTRACT REVIEW/APPROVAL ROUTING FORM

### INSTRUCTIONS:

#### 1. First time original contracts

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

#### 2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

FILED

JAN 25 2008

### CITY CLERK CITY OF SHORELINE CONTRACT DESCRIPTION

Originator:	Gail C. Marsh	Routed by:	Gail C. Marsh
Department/Division:	EM/CSD	Date:	January 17, 2008
Type of Contract:	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input checked="" type="checkbox"/> (O) Other		
	<input type="checkbox"/> (GR) Grants <input type="checkbox"/> (S) Purchase of Services		
	<input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
CONTRACT TITLE:	Shoreline Emergency Management Mutual Aid		
Brief Description of Services:	Mutual Aid Agreement with Shoreline Fire Department		
Contract Modification:	Has the original contract boilerplate language been modified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list which sections have been modified:			
Bid/RFP Number:			
Name of Consultant/Contractor:			
Effective Date:	1/17/08	Termination Date:	On going

### Total Amount of Contract (including reimbursable expenses):

Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):
Org Key - Obj Number:	Amount:	J/L Number (if required):

Budget:	Are there sufficient funds in the current budget to cover this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, where are the additional funds coming from?		

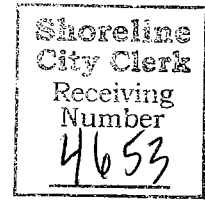
### Payment Terms (monthly installments, progress payments, etc.):

Remarks: This is a voluntary mutual aid agreement with no financial obligations on either parties part

### SIGNATURE ROUTING

<input checked="" type="checkbox"/> 1. Project Manager/Director <u>Gail C. Marsh</u>	<input checked="" type="checkbox"/> 6. City Manager
<input type="checkbox"/> 2. Risk Management/Budget	- or -
<input checked="" type="checkbox"/> 3. City Attorney <u>PPC 1/22/08</u>	<input type="checkbox"/> Dept. Director
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input checked="" type="checkbox"/> 7. City Clerk <u>1.25.08</u>
<input type="checkbox"/> 5. City Council Approval (if required)	<input type="checkbox"/> 8. Originating Dept.

## *Shoreline Emergency Management Mutual Aid Agreement*



This Shoreline Emergency Management Mutual Aid Agreement, hereinafter referred to as the "Agreement," is made and entered into by public and private organizations (hereafter "Subscribing Organizations") within or neighboring the corporate limits of the City of Shoreline, Washington. This Agreement endeavors to provide a timely emergency response and recovery through cooperation, coordination and sharing of resources and expertise during an emergency.

WHEREAS it is desirable that the resources and facilities of the state, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public and private agencies be made available to prevent and combat the effects of emergencies and disasters which may result from such situations as volcanic eruption, flood, fire, earthquake, tsunamis, or other natural, technological hazards, or human-related emergencies;

WHEREAS Subscribing Organizations have expressed mutual interest in establishing a local agreement that facilitates and encourages sharing of equipment, supplies, personnel and facilities during emergencies and disasters;

WHEREAS Subscribing Organizations have traditionally assisted each other in times of emergencies, based on goodwill, without any formal basis or agreement;

WHEREAS Subscribing Organizations have expressed an interest in ensuring that local resources are made available to meet local needs in an emergency before being made available to the other sub-regional, regional or state needs under the terms of the Regional Disaster Plan for Public and Private Organizations in King County.

WHEREAS Subscribing Organizations are encouraged to participate in the Regional Disaster Plan for Public and Private Organizations in King County.

WHEREAS Subscribing Organizations have developed and maintained an emergency operations plan that guides the reporting, response, recovery, and mitigation to an emergency related to their operations and responsibilities.

WHEREAS RCW 38.52.070 provides the City of Shoreline with broad emergency authority to coordinate response, recovery and mitigation activities within the City of Shoreline to protect life and property.

WHEREAS Subscribing Organizations have expressed a mutual interest to cooperatively develop plans, policies and procedures to provide a timely, orderly and effective response to an emergency in a proactive manner.

NOW, THEREFORE, the subscribers agree to the terms set forth below.

## 1. Definitions

- A. "Agreement" means this Mutual Aid Agreement and any identical agreements executed in counterparts which bind the executing Subscribing Organizations to its terms and conditions to provide and receive Emergency Assistance.
- B. "Assistance Costs" means any labor, material and equipment costs that are incurred by Lending Organization (as defined below) in providing any asset, service or assistance requested. For further information on costs, see Section 9.
- C. "Borrowing Organization" means a Subscribing Organization which has adopted, signed and subscribed to this Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Agreement.
- D. "Emergency" includes, but is not limited to, a human-caused or natural event or circumstance, within the area of operation of any Subscribing Organization, causing or threatening loss of life, damage to natural resources, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected Subscribing Organization, in terms of personnel, equipment, materials, supplies or facilities, thereby requiring Emergency Assistance.
- E. "Emergency Assistance" means the availability of employees, services, equipment, materials, or supplies offered during an Emergency by Lending Organization and accepted by Borrowing Organization to assist in maintaining or restoring normal services when such services have been disrupted in an emergency where coordination and facilitating resource sharing with other Subscribing Organization is necessary or advisable, as determined by the requesting organization.
- F. "Emergency Contacts" are the persons, in a line of succession, listed on Exhibit A of the Shoreline Emergency Management Mutual Aid Agreement executed and submitted by each Subscribing Organization. The list includes names, addresses and 24-hour phone numbers of the Emergency Contacts of each Subscribing Organization. The people listed as Emergency Contacts will have (or can quickly get) the authority of the Subscribing Organization to commit its available equipment, services and personnel for the organization. Each Subscribing Organization shall provide the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contacts.
- G. "Emergency Operations Center" (EOC) serves as the single coordinating point for response and recovery during an emergency. The Incident Command Post when established serves as the tactical, on-scene command and control element for incident response. The EOC performs unified command, control and resources coordination between Subscribing Organizations, Regional Disaster Plan Zone 1, County, State and Federal agencies.
- H. "Emergency Management Council" acts in an advisory capacity to the City Manager and Emergency Management Coordinator, established under Shoreline Municipal Code 2.50. The Council also acts to resolve disputes between Subscribing Organizations.

The Emergency Management Council serves as the local organization pursuant to RCW 38.52.070 and is established in SMC 2.50.040.

- I. "Lending Organization" means a Subscribing Organization which has signed this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Subscribing Organization pursuant to the terms and conditions of this Agreement.
- J. "Subscribing Organization" means the executive governing authority of any member of the Shoreline Emergency Council as established in SMC 2.50.040 that chooses to sign this Agreement and that chooses to subscribe to and sign onto the Regional Disaster Plan for Public and Private Organizations in King County for Public and Private Organizations in King County.

## **2. Term of Agreement and Termination**

- A. This Agreement is effective upon execution by two or more Subscribing Organizations and shall remain in effect until terminated by all parties. A Subscribing Organization opting to terminate its participation in this Agreement shall provide a written notice of termination 180 days in advance of the termination date by notification to the City Manager, City of Shoreline, 17544 Midvale Avenue N., Shoreline, Washington 98133.
- B. The City Manager shall notify the Emergency Management Council of the termination and the Emergency Management Council shall notify all Subscribing Organizations of the termination. Any terminating Subscribing Organization shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.
- C. In the event an emergency impacts a large geographical area that activates either federal or state emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such federal and state laws.

## **3. Agreement Activation**

- A. The Agreement is activated when the City's Emergency Operations Center ("EOC") is activated by the City Manager or designee, based on anticipated or present events that require the coordination of resources to provide an effective response and recovery to protect human life, property or natural resources.
- B. Parties to this Agreement may request activation of the EOC by communicating with the City Manager or designee.
- C. The EOC will function using the Incident Command System to coordinate community emergencies.
- D. Once activated, the Emergency Operations Center will be managed by the Shoreline Emergency Management Coordinator. The head of each Section will be a City of Shoreline employee appointed by the City Manager.

<b>EOC SECTION</b>	<b>Purpose</b>
Finance/Administration	The Finance and Administration Section shall have oversight of all contracts and financial obligations.
Logistics	The Logistics Section is responsible for acquiring and coordinating the

	availability and sharing of all local resources made available by the Subscribing Organizations.
Planning	The Planning Section plans for resources and identifies the need for resources, as requested by participating bodies.
Operations	The Operations Section shall deploy resources.

#### **4. Responsibilities of Subscribing Organizations**

- A. Upon executing the Agreement, each Subscribing Organization agrees to:
- 1) Provide in Exhibit A to this Agreement the organization's information of the individual(s) serving as the single point of contact for resource sharing and as the organization's representative during meetings convened under this Agreement (hereafter "Emergency Contacts"). The Emergency Contacts are also responsible for taking the initiative to obtain and communicate decisions and discussion items of any meeting convened under this Agreement. This information shall be updated on an annual basis.
  - 2) Maintain a copy of the City of Shoreline's Comprehensive Emergency Management Plan ("CEMP"), a signed copy of this Agreement and a list of Subscribing Organizations who have executed this Agreement. The City shall distribute the list to all Subscribing Organizations.
  - 3) Provide in Exhibit B to this Agreement a list of resources, equipment and services that may be available during emergencies, and update this list on an annual basis; provided that each Subscribing Organization may determine that certain resources, equipment and services are unavailable in the event of EOC activation.
  - 4) Participate in scheduled meetings to coordinate operational and implementation issues.
- B. Upon activation of the EOC, each party agrees, on a voluntary basis, to provide emergency assistance in the form of resources, such as equipment, supplies and personnel, or the direct provision of services to other Subscribing Organizations to assist in the prevention and combating of emergencies or disasters. The furnishing of services and resources shall be at the discretion of the Lending Organization and, with proper notice, any Subscribing Organization may withdraw resources it has provided at any time without incurring any liability.
- C. No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default, under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in Section 9.

#### **5. Requests for Emergency Assistance**

- A. For better coordination of resources, all requests for emergency assistance should be submitted to the City of Shoreline Emergency Operations Center. All requests should provide the following information: a description of the problem, an estimate of the



resources needed to support, control and repair the problem, and the potential for damage should the problem not be fixed. The Emergency Operations Center will direct all communications regarding requests for emergency assistance to the designated Emergency Contact Points.

Upon receipt of a request for resources, all Subscribing Organizations will make diligent efforts to respond to the request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

If any Subscribing Organization receives a request for assistance from a non-Subscribing Organization, that request shall be coordinated through the Emergency Operations Center.

## **6. Loans of Equipment and Supplies**

- A. Upon receiving a request for equipment or supplies, a Subscribing Organization may release the equipment or supplies directly to the Borrowing Organization. Although the Lending Organization shall endeavor to provide equipment in good working order, all equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose. At the option of the Lending Organization, loaned equipment may be loaned with an operator.
- B. Equipment shall be used only by properly trained and supervised operators. The Borrowing Organization will take proper precaution in its operation, storage and maintenance of Lending Organization's equipment.
- C. Borrowing Organization shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- D. Loaned equipment shall be returned to Lending Organization upon release by Borrowing Organization or immediately upon Borrowing Organization's receipt of an oral or written request from Lending Organization for the return of the equipment. When notified to return the equipment to a Lending Organization, Borrowing Organization shall make every effort to return the equipment to Lending Organization's possession within 24 hours following notification. Subscribing Organizations recognize that resources on loan may not be immediately available for recall.
- E. Lending of equipment shall not constitute a dedication of the facilities or assets of such Subscribing Organization, or any portion thereof, to the public or to the other Subscribing Organization. Nothing in this Agreement shall be construed to give a Subscribing Organization any right of ownership, possession, use or control of the facilities or assets of the other Subscribing Organization.

## **7. Loans of Personnel**

- A. Lending Organization may, at its option, make such employees as are willing to participate available to Borrowing Organization at Borrowing Organization's expense equal to Lending Organization's full cost, including employee's salary or hourly wages, callback or overtime costs, benefits and overhead, and consistent with Lending Organization's personnel union contracts, if any, or other conditions of employment.

- B. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by Borrowing Organization. Borrowing Organization is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals and transportation to and from job sites/housing sites (if necessary) for loaned personnel.
- C. Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Lending Organization will be recorded on a shift-by-shift basis by Lending Organization and/or the loaned employee(s) and will be provided to Borrowing Organization as needed.
- D. All Subscribing Organizations' Emergency Contact Points or their designees shall develop planning details associated with being a Borrowing Organization or Lending Organization under the terms of this Agreement. Lending Organization personnel providing Emergency Assistance shall be under the administrative control of their agency supervisors but the organizational units will come under the operational control of the command structure of the Borrowing Organization.
- E. Lending Organization shall not be liable for cessation or slowdown of work if Lending Organization employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve Borrowing Organization of any responsibility or create any liability on the part of Lending Organization for decisions and/or consequences of the response operation. Loaned personnel may refuse to direct the activities of others without creating any liability on the part of Lending Organization.
- F. Any valid licenses relating to the skills required for the emergency work issued to Lending Organization personnel by Lending Organization or Lending Organization's state may be recognized by Borrowing Organization during the period of emergency and for purposes related to the emergency.
- G. When notified to return personnel to a Lending Organization, Borrowing Organization shall make every effort to release the personnel to Lending Organization immediately after notification.

## **8. Independent Contractor and/or Agency**

- A. Lending Organization shall be and operate as an independent contractor of Borrowing Organization in the performance of any Emergency Assistance, meaning that employees of Lending Organization shall at all times, while performing Emergency Assistance, continue to be employees of Lending Organization and shall not be deemed employees of Borrowing Organization for any purpose.
- B. Lending Organization shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct or indirect compensation, benefits and related obligations with respect to its own employees. Each Subscribing Organization shall provide workers compensation in compliance with statutory requirements. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Section 9.
- C. In no event shall Lending Organization or its officers, employees, agents or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the

name of, on behalf of or as agent for Borrowing Organization under or by virtue of this Agreement.

## **9. Payment for Emergency Assistance**

- A. The Subscribing Organization receiving emergency assistance shall pay to Lending Organization all valid and invoiced Assistance Costs within 90 days of receipt of Lending Organization's invoice. Invoices shall clearly state the event, general location where services or assistance is provided, resources utilized, hours of service or assistance and the rate. Under all circumstances, Borrowing Organization remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement. The Lending Organization has the option to accept payment of cash or payment in kind for any supplies, personnel, equipment, or parts provided.
- B. Use of equipment, such as construction equipment, road barricades, vehicles, and tools, shall be invoiced at the Lending Organization's current equipment rate. When no current rates have been established, the hourly operating costs will conform to an industry standard publication as selected by the Emergency Management Council or as mutually agreed between the Borrowing and Lending Organizations. Equipment and tool loans are subject to the following conditions:
  - 1) Lending Organization's costs related to the transportation, handling and loading/unloading of equipment shall be chargeable to Borrowing Organization. Lending Organization shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lending Organization's employees who perform such services.
  - 2) Without prejudice to a Lending Organization's right to indemnification under Section 10, in the event loaned equipment is lost or damaged while being dispatched to Borrowing Organization, or while in the custody and use of Borrowing Organization, or while being returned to Lending Organization, Borrowing Organization shall reimburse Lending Organization for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired or replaced within a time period requested by Lending Organization, then Borrowing Organization shall reimburse Lending Organization for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Lending Organization. If Lending Organization must lease or rent a piece of equipment while Lending Organization's equipment is being repaired or replaced, Borrowing Organization shall reimburse Lending Organization for such costs. Borrowing Organization shall have the right of subrogation for all claims against persons other than Subscribing Organizations to this Agreement who may be responsible in whole or in part for damage to the equipment. Borrowing Organization shall not be liable for damage caused by the sole negligence of Lending Organization's employee(s) and/or operator(s).
  - 3) Borrowing Organization shall reimburse Lending Organization in kind or at Lending Organization's actual replacement cost, plus handling charges, for use of

partially consumed or non-returnable materials and supplies, as mutually agreed between Borrowing Organization and Lending Organization. Other reusable materials and supplies which are returned to Lending Organization in clean, damage-free condition shall not be charged to Borrowing Organization and no rental fee will be charged. Lending Organization shall determine whether items returned are "clean and damage-free," and items shall be treated as partially consumed or non-returnable materials and supplies if items are found to be damaged.

- 4) Lending Organization will provide shipping records for materials and equipment, and Borrowing Organization is responsible for any required documentation of use of material and equipment for state or federal reimbursement. The documentation will be presented to the Administration/Finance Section of the EOC.

## **10. Indemnification and Limitation of Liability**

- A. *Indemnification.* Except as provided below to the fullest extent permitted by applicable law, Borrowing Organization releases and shall indemnify, hold harmless and defend each Lending Organization, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to Borrowing Organization arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Subscribing Organizations or any other person or entity. Borrowing Organization agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Borrowing Organization, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.
- B. *Activities in Bad Faith or Beyond Scope.* Any Subscribing Organization shall not be required under this Agreement to indemnify, hold harmless and defend any other Subscribing Organization from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Subscribing Organization's officers, employee or agents acting in bad faith or performing activities beyond the scope of their duties.
- C. *Liability for Participation.* In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Borrowing Organization agrees to indemnify, hold harmless and defend, to the fullest extent of the law, each Subscribing Organization to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding, is the execution and approval of this Agreement.
- D. *Delay or Failure to Respond.* No Subscribing Organization shall be liable to another Subscribing Organization under this Agreement due to any delay or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement. In addition, no Subscribing Organization shall be considered to be in

breach or in default of this Agreement for delay or failure to perform any obligation, except for failure to make payment.

- E. *Subscribing Organization Litigation Procedures.* Each Lending Organization seeking to be released, indemnified, held harmless or defended under this Agreement with respect to any claim shall promptly notify Borrowing Organization of such claim and shall not settle such claim without the prior consent of Borrowing Organization, which consent shall not be unreasonably withheld. Such Subscribing Organization shall have the right to participate in the defense of said claim to the extent of its own interest. Subscribing Organization's personnel shall cooperate and participate in legal proceedings if so requested by Borrowing Organization and/or required by a court of competent jurisdiction.

## **11. Subrogation**

- A. *Borrowing Organization's Waiver.* Borrowing Organization expressly waives any rights of subrogation against Lending Organization which it may have on account of or in connection with Lending Organization providing Emergency Assistance to Borrowing Organization under this Agreement.
- B. *Lending Organization's Reservation and Waiver.* Lending Organization expressly reserves its right to subrogation against Borrowing Organization to the extent Lending Organization incurs any self-insured, self-insured retention or deductible loss. Lending Organization expressly waives its rights to subrogation for all insured losses only to the extent Lending Organization's insurance policies, then in force, permit such waiver.

## **12. Modifications**

No provision of this Agreement may be modified, altered or rescinded by any individual Subscribing Organization without two-thirds affirmative concurrence of the Subscribing Organizations. The Emergency Management Council will be the coordinating body for facilitating modifications of this Agreement.

## **13. Non-Exclusiveness and Other Agreements**

This Agreement is not intended to be exclusive among the Subscribing Organizations. Any Subscribing Organization may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement. To the extent that prior agreements between parties to this Agreement are inconsistent with this Agreement, all prior agreements for Emergency Assistance between the Subscribing Organizations hereto are hereby superseded.

## **14. Governmental Authority**

This Agreement is subject to laws, rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement, the Subscribing Organizations or either of them.



**15. Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Subscribing Organizations or to impose any partnership obligation or liability upon any Subscribing Organization. Further, no Subscribing Organization shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Subscribing Organization.

**16. No Third-Party Beneficiary**

Nothing in this Agreement shall be construed to create any rights in or duties to any Third Party, nor any liability to or standard of care with reference to any Third Party. This Agreement shall not confer any right or remedy upon any person other than the Subscribing Organizations. This Agreement shall not release or discharge any obligation or liability of any Third Party to any Subscribing Organization.

**17. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the parties with respect to the subject matters hereof.

**18. Successors and Assignments**

This Agreement is not transferable or assignable, in whole or in part, and any Subscribing Organization may terminate its participation in this Agreement subject to Section 2.

**19. Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of Washington State.

**20. Dispute Resolution**

Subscribing Organizations agree to make good faith efforts to resolve any disputes arising out of this Agreement through direct discussion. If a dispute cannot be settled through direct discussions, the Subscribing Organizations agree to next attempt to resolve the dispute through mediation prior to commencing any legal action. Actions arising out of this Agreement shall be brought in King County.

**21. Tort Claims**

It is not the intention of this Agreement to remove from any of the Subscribing Organizations any protection provided by any applicable Tort Claims Act. However, between Borrowing Organization and Lending Organization, Borrowing Organization retains full liability to Lending Organization for any claims brought against Lending Organization as described in other provisions of this Agreement.

## 22. Waiver of Rights

Any waiver at any time by any Subscribing Organization of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right shall not constitute or be deemed a waiver.

## 23. Survivability

The invalidity or unenforceability of any provisions of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

## 24. Notices

Any notice, demand, information, report or item otherwise required, authorized or provided for in this Agreement shall be conveyed and facilitated by the Shoreline Emergency Management Council, care of the City Manager – City of Shoreline. The address is 17544 Midvale Avenue N., Shoreline, WA 98133.

Such notices, given in writing, shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the address above.

## 25. New Membership


A majority of Subscribing Organizations may agree to expand participation in this Agreement to agencies in addition to those member agencies of the Shoreline Emergency Council.

In witness thereof, the Subscribing Organization hereto has caused the Shoreline Emergency Management Mutual Aid Agreement to be executed by duly authorized representatives as of the date of their signature:

THE CITY OF SHORELINE

ORGANIZATION

By:

  
City Manager Robert L. Olander

SHORELINE FIRE DEPT.  
Organization Name

Organization Address:

Date: 01/22/08

17525 AURORA AVE. N.  
SHORELINE, WA 98133

Approved as to Form:

for Hammy P. Collins  
Ian Sievers  
City Attorney

Authorized Representative:

MARCUS KRAUNESS

Printed name

M. Krauness

Signature

FIRE CHIEF

Title

Date: JAN. 7, 2008

EXHIBIT A

SHORELINE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

EMERGENCY CONTACTS

<b>Name of Subscribing Organization</b>	SHORELINE FIRE DEPT.
<b>Emergency Contact Person(s)</b>	ON CALL LIST
<b>Address(es)</b>	
<b>24-hour Emergency Telephone Number(s)</b>	
<b>E-mail Address(es)</b>	

EXHIBIT B

SHORELINE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

LIST OF RESOURCES, EQUIPMENT AND SERVICES  
AVAILABLE DURING EMERGENCIES

Resources	ON FILE	
Equipment		
Services		



**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Execute a Contract for Professional Services with David A. Clark Architects, PLLC, for Design and Construction Management Services of City Hall Improvements and a Police Station in an amount not to exceed \$405,405 through 2017
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Dan Eernisse, Economic Development/Real Estate Manager
<b>ACTION:</b>	<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 Shoreline Police facility on 185<sup>th</sup> has long been recognized as sub-standard. Following an extensive feasibility study, Council determined that the police station should be incorporated into the City Hall campus and adopted Council Goal 2(9): "Redevelop City capital facilities (...Shoreline Police Station at City Hall) to better meet community needs." Staff subsequently advertised RFQ No. 7867 and David A. Clark, PLLC (DAC), has been selected from the applicants to provide design services for both the City Hall first and third floor tenant improvements and the addition to the City Hall required to the east of the building (Attachment A).

**RESOURCE/FINANCIAL IMPACT:**

DAC will provide design and construction oversight services from project commencement to project completion when police move to the City Hall campus in late 2017. The fee for services with DAC will be \$405,405. This cost will be paid for out of available project funds.

**RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a contract for professional services running through 2017 with David A. Clark Architects, PLLC, for design and construction management services for the build-out of the third floor and addition of the City's Police Station at City Hall in an amount not to exceed \$405,405.

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

## **BACKGROUND**

The Shoreline Police facility on 185<sup>th</sup> has long been recognized as sub-standard. While the police facility has been incrementally upgraded through small remodels and renovations, the building is considered unworthy of comprehensive improvements. To appreciate the condition of the facility, the City Council toured the facility in the past and acknowledged that the station was a cramped and outdated facility that is in stark contrast to the employee spaces provided in City Hall.

In early 2013, Council directed staff to conduct a feasibility study of options to upgrade the police facility. For its 2013-15 Council Goals, Council included an action step under Goal 5 to “Complete the police station feasibility study to determine if operational efficiencies can be gained between City and police operations, police neighborhood storefronts, and police volunteers.” Aided by the availability of seizure funds, staff conducted a feasibility study of alternatives for an improved police station including (1) a new police facility on the current 185<sup>th</sup> site, (2) a new facility on a new site, and (3) the staff recommendation of moving the police onto the City Hall campus.

On May 13, 2013, Council received a progress report at a Dinner Meeting and directed staff to give preference to Option 3, moving the police onto the City Hall campus. The articulated plan was to the Police Department occupy the first floor after its current uses are moved to an improved third floor. Conceptually, Police entry into the station will be from the east end of City Hall, the police entrance for public access will be at the current north employee entrance. The additional space and parking for police will require the acquisition of the Grease Monkey property just to the east of City Hall.

Additional background of the Police Station project is as follows:

- On August 5, 2013, Council received a progress report as part of the 2014 Capital Improvement Project (CIP) update explaining the sources of funds (seizure funds, proceeds from the sale of the current police facility, facility funds from the original City Hall bond reserved for the 3<sup>rd</sup> floor) as well as a general design and construction timeline of two to three years.
- On September 23, 2013, staff presented its findings more formally as an agenda item at a Council Business Meeting. Justification for the City Hall campus option was presented along with an estimated construction cost of approximately \$5.5 million, with a \$2.1 million shortfall in funding.
- On November 18, 2013, Staff answered questions that emerged from the September 23<sup>rd</sup> meeting at Council's Dinner Meeting, as well as explaining the process for acquiring the Grease Monkey property.
- On December 9, 2013, Council adopted Ordinance No. 680 authorizing the use of eminent domain for the acquisition of the Grease Monkey property for the City Hall Improvement Project. In addition, the staff report for this ordinance adoption answered questions regarding alternative locations and on-campus parking.
- On June 16, 2014, during the 2015 CIP update, the allocation for the Grease Monkey acquisition was increased from \$1.1 million to \$1.5 million to provide a larger contingency. It was also recommended that the Police Station project's gap in funding be made up using short term financing that would be paid back

with the sale of the police station property and future treasury seizure funds. The total project estimate adopted in the 2015 CIP is \$5.58 million.

## **DISCUSSION**

As noted earlier, following the feasibility study, Council determined that the police station should be incorporated into the City Hall campus and adopted Council Goal 2(9): “Redevelop City capital facilities (...Shoreline Police Station at City Hall) to better meet community needs.” Staff decided that it was more prudent and cost effective to seek one design and construction team to do both the 3<sup>rd</sup> floor improvements and the police station on the first floor. Based on this decision, staff wrote, advertised and evaluated responses to Request for Qualifications (RFQ) No. 7867 to secure design and construction management services for the City Hall improvements and Police Station addition.

RFQ No. 7867 was advertised and received eight responses by the deadline of January 27, 2015. A representative staff team scored the applicants and narrowed the eight responses to four firms that were asked to make a presentation of their approach to the team. After the staff team checked references and received answers to clarifying questions, David A. Clark Architects, PLLC, was selected based on their understanding of the project scope and requirements, its previous experience in similar projects and sustainable building design, its expertise of the key personnel, and its ability to meet the project schedule.

### **Project Timeline**

The Police Station project will involve and affect nearly every department in City Hall. After conferring with the City Attorney’s Office regarding property acquisition, Public Works Department staff on project management, Planning and Community Development staff on permitting, the City Manager’s Office on employee engagement, and DAC on design times, below is the updated timeline for the project:

- Q2 2015 – Q2 2016            Complete design and receive permits
- Q1 2016 – Q2 2016            Demolish the Grease Monkey building
- Q2 2016                        Bid for construction and notice to proceed
- Q3 2016 – Q4 2017            Construction
- Q4 2016 – Q1 2017            Employees move from first to third floor
- Q4 2017                        Police move into City Hall

### **Cost Update**

The project cost has been updated and the current estimate is \$6.72 million, a \$1.14 million increase from what was adopted in the 2015 CIP when the project estimate was \$5.58 million. Included in the updated project cost is an update to the construction cost estimate and contingency. The total construction budget estimate, including the construction contract and contingency, is now \$4.5 million, approximately \$848,000 greater than the estimated cost in the adopted CIP. This is the majority of the \$1.1 million increase. The primary reasons for the cost increase include:

- Project administration and design costs have been updated to include internal engineering and project management staff time, permitting fees, DAC’s space

planning fee, and other professional and services increasing the cost estimate by \$292,000.

- Public Works staff recommended a change in the construction cost contingency from the 10% used initially to 20%, which added approximately \$350,000 to the updated estimate.
- Higher regional construction costs are reflected in the updated figures, which accounts for the remainder of the increase in the estimate.

The construction contract estimate is now \$3,555,384. Based on this estimate, DAC's fee has been set at \$405,405 (Attachment B). DAC's fee will not change if the construction cost is higher or lower than the estimate; however, should the scope of work change due to unforeseen circumstances or City decision, the fee may be affected.

### **Fund Sources Update**

Current funds available for police facility improvements will come from the following sources:

- Treasury Seizure Funds (Available): The City currently has approximately \$1.8 million in treasury seizure funds which represent Shoreline police force's portion of seized funds from successful convictions in which its personnel contributed.
- Share of Additional Seizure Funds (Estimated): Chief Ledford estimates that in the next year, the City's share of another settled case will be an additional \$700,000.
- Sale of Current Building (Estimated): Staff considers the value of the current police facility to be \$1.1 million. The current police station was assessed at \$1,065,000 in 2013 by the King County Assessor, but due to a change in state law (RCW 84.40.045 and 84.40.175) by the 2013 Legislature, revaluation of government owned parcels was eliminated. However, the property neighboring the police station on the east increased in value by almost 10% in the same period. Given that the King County assessment is typically below market, the excellent location of the police station, and the growth in surrounding values, Staff projects achieving \$1.1 million in sale proceeds within one year of listing the property.
- Residual City Hall Capital Funding (Available): \$600,000 is available in the original City Hall project's General Capital Fund that was designated for 3<sup>rd</sup> floor improvements.

In summary, the \$2,400,000 of available funds is sufficient to cover DAC's fees and to acquire the Grease Monkey site. As for the balance of construction, if all contingencies were needed and the total project cost was indeed \$6.72 million, and assuming that the current police facility is sold for \$1,100,000 and the City receives an additional \$700,000 share of seizure funds, the project will have a \$2.5 million gap in funding to be covered with additional future seizure funds and financing. Staff will be determining how much of the \$2.5 million gap may be funded from increased real estate excise tax collections, short-term financing, and/or future seizure funds during the preparation of the 2016-2021 CIP.

## **RESOURCE/FINANCIAL IMPACT**

DAC will provide design and construction oversight services from project commencement through project completion when Police move into the City Hall campus in late 2017, and the fee for services with DAC will be \$405,405. This cost will be paid for out of available project funds. The project budget is as follows:

### **COST**

#### Design:

<b>David A Clark Architects</b>	<b>405,405</b>	
Staff and other Direct Expenses	50,000	
Permitting	30,000	
Other professional services	115,587	
Contingency 20% of design	80,000	
Total Design		\$ 680,992

Property Acquisition: \$ 1,500,000

#### Construction:

Construction Contract	3,555,384	
Staff and other Direct Expenses	50,000	
Construction Management/ Inspection	70,000	
Special Testing/Inspection	6,500	
Fixtures Furnishings and Equipment	86,000	
Building Security	60,000	
Total Construction		\$ 3,827,884

Contingency 20% of Construction: \$ 711,077

**Total Project Cost** **\$ 6,719,953**

### **REVENUE**

Treasury Seizure Fund	1,800,000
Estimated Share of Settled Case for Seizure Fund	700,000
Sale of Current Police Station (Est.)	1,100,000
General Capital Fund (from City Hall project)	600,000
Project Gap in Funding	2,519,953
<b>Total Revenue</b>	<b>\$ 6,719,953</b>

## **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a contract for professional services running through 2017 with David A. Clark Architects, PLLC, for design and construction management services to complete the build-out of the third floor and addition of a Police Station at City Hall in an amount not to exceed \$405,405.



## **ATTACHMENTS**

Attachment A: Scope of Services with David A. Clark Architects, PLLC  
Attachment B: David A. Clark Architects, PLLC Fee Description

## Scope of Services

### ARTICLE 1 THE SERVICES

1.1 General Description: Provide design services for the Shoreline City Hall TI improvements and the Shoreline Police Station Addition at the Shoreline City Hall, 17500 Midvale Ave N, Shoreline WA 98133. The project consists of the Tenant Improvements to the third floor of City Hall, and the Renovation of the existing first floor and addition for a new Police Station as generally indicated on the current Preliminary design scope.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in the agreement and its attachments.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Architect identifies David Clark, Principal and Mike Jones, Project Architect/Manager, as representatives authorized to act on behalf of the Architect.

2.4 The Architect shall procure and maintain a City of Shoreline business license and shall carry and provide proof of insurance of the types and in the amounts described in the contract.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.0 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, interior design, civil, landscape architecture and electrical engineering services to complete the design work and construction observation.

3.0.1 The Architect shall manage the Architect's services and his consultant's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3.0.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants.

3.0.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and coordinate with entities providing utility services to obtain design directive.

3.0.4 The Architect shall coordinate the services of the Owner's consultant's, including but not limited to surveyor, Haz-Mat consultant, soils engineer, furniture vendor and shall review the existing drawings, but is not required to do extensive verification of the existing conditions or verify or certify the Owner's consultants reports.

3.0.5 The Architect understands this project may be bid in separate packages and the work may be accomplished in phases as appropriate for the work, involving separate permits, bids and construction observation in separate or overlapping time frames.

### 3.1 LEED CERTIFICATION SERVICES

3.1 The Owner has established a goal for the Project to achieve Leadership in Energy and Environmental Design (LEED) Silver under the United States Green Building Council (USGBC) LEED Green Building Rating System.

**3.1.1** The Architect shall review applicable criteria for achieving the targeted level of LEED Certification identified in Section 3.2 and shall consult with the Owner with regard to such requirements. The Architect shall attend meetings during the Design and Construction Phases, communicate with members of the Project team, and issue progress reports as appropriate to coordinate the LEED Certification process for the Project.

**3.1.2** The Architect shall coordinate the LEED Certification Services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information related to the LEED Certification of the Project.

### **3.1.3 LEED Certification Agreements**

The Architect shall provide the Owner with copies of all agreements required by the Green Building Certification Institute (GBCI) or the USGBC to register the Project and pursue the anticipated LEED Certification. The Owner and Architect will review the agreements, and confirm that the terms of those agreements are acceptable to the Owner, before the Architect performs the LEED Certification Services under this Article. The Owner agrees to execute all documents required by the GBCI or the USGBC to be executed by the Owner, including any documentation required to establish the authority of the Architect as an agent of the Owner for the limited purpose of pursuing LEED Certification.

### **3.1.4 LEED Workshop**

No later than the conclusion of the Schematic Design Phase, the Architect shall conduct a LEED Workshop with the Owner and, as requested by the Architect, with the Owner, and or the Owner's consultants and the Architect's consultants, during which the attendees will: review the LEED Green Building Rating System; examine LEED credits to be targeted, utilizing the appropriate Green Building Rating System Project Checklist, and identify potential LEED points associated with those credits; examine strategies for implementation of the targeted LEED credits; and discuss the potential impact of the targeted LEED credits on the Project schedule and Owner's program and budget.

### **3.1.5 LEED Certification Plan**

**3.1.5.1** Following the LEED Workshop, the Architect shall prepare a LEED Certification Plan based on the targeted LEED credits. The LEED Certification Plan shall consist of, at a minimum, the appropriate Green Building Rating System Project Checklist indicating the targeted LEED credits; the Owner's LEED Certification goal; information describing the Owner's, the Owner's consultants', the Contractor's and the Architect's responsibilities for each LEED credit; and a list of the LEED Documentation, as set forth in Section 2.6.2, required from each of them. The Architect shall submit the LEED Certification Plan to the Owner for the Owner's approval.

**3.1.5.1.1** Following the Owner's approval of the LEED Certification Plan, the Architect shall provide the services specifically identified as the responsibility of the Architect in the LEED Certification Plan and any approved changes to the LEED Certification Plan. If the LEED Certification Plan requires the Architect to provide services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, those services shall be provided pursuant to Section 3.3.

**3.1.5.2** Subject to Section 3.1 or Section 3.2, the Architect shall make adjustments to the LEED Certification Plan, as the design and construction of the Project progresses, to reflect any changes approved by the Owner.

### **3.1.6 Project Registration and Submission of LEED Documentation to the GBCI**

**3.1.6.1** The Architect, as agent for the Owner, shall register the Project with the GBCI. Registration fees and any other fees charged by the GBCI, shall be paid by the Owner.

3.1.6.2 The Architect shall collect documentation, calculations and submittals necessary to meet the LEED Certification requirements (LEED Documentation) from the Owner, the Owner's consultants and the Contractor, and organize and manage the LEED Documentation as necessary for the LEED Certification process.

3.1.6.3 If requested, the Architect shall prepare and file necessary documentation with the GBCI to appeal a ruling or other interpretation denying a minimum program requirement, prerequisite, or credit or point necessary to achieve the LEED Certification.

3.1.6.4 The Architect shall prepare and submit the LEED Certification Application for the Project to the GBCI, including any required supporting documentation, in accordance with the LEED Certification Plan.

3.1.6.5 The Architect shall prepare responses to, and submit additional documentation required by, comments or questions received from the GBCI.

3.1.6.6 Any certification, declaration or affirmation the Architect makes to the GBCI shall not constitute a warranty or guarantee to the Owner or the Owner's contractors or consultants.

### **3.2 PRELIMINARY DESIGN PHASE SERVICES**

3.2.1 The Architect shall prepare Preliminary design and Design Documents for the Owner's approval for each phase of the work.

3.2.2 The Architect shall update the estimate of the Cost of the Work at each phase for each portion of the project.

3.2.3 The Architect shall submit the Design documents to the Owner and make revisions and alternate designs as requested.

3.2.4 The Architect shall participate with the steering committee on a weekly or as-needed basis and review and validate the city space standards, space relationships, and other needs as appropriate.

3.2.5 The Architect shall work with the steering committee to interview staff and others as requested in order to understand the functions of the various departments, work and storage needs and relationships that may affect the design.

3.2.6 The Architect shall work with the steering committee to create the design portion of the work, creating alternatives and completing the task until accepted by the steering committee and the various departments.

3.2.7 The Architect shall make presentations as requested to staff and council.

3.2.8 Refer to Table A for deliverable submittals for each phase.

### **DESIGN DEVELOPMENT PHASE SERVICES**

3.3.1 The Architect shall prepare Preliminary design and Design Documents for the Owner's approval for each phase of the work.

3.3.2 The Architect shall update the estimate of the Cost of the Work at each phase for each portion of the project.

3.3.3 The Architect shall submit the Design documents to the Owner and make revisions and alternate designs as requested.

3.3.4 The Architect shall participate with the steering committee on a weekly or as-needed basis and review and validate the city space standards, space relationships, and other needs as appropriate.

3.3.5 The Architect shall work with the steering committee to interview staff and others as requested in order to understand the functions of the various departments, work and storage needs and relationships that may affect the design.

3.3.6 The Architect shall work with the steering committee to create the design portion of the work, creating alternatives and completing the task until accepted by the steering committee and the various departments.

3.3.7 The Architect shall make presentations as requested to staff and council.

3.3.8 Refer to Table A for deliverable submittals for each phase.

3.3.9 As part of preliminary/alternative design process, architect shall arrange/coordinate site visits to two or more Permit Centers/Clerk's Offices/Police Stations with committee members to view current best practice in furniture/office/process layouts.

### **3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

3.4.1 The Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Architect shall make submittals for the client's review at 30%, 60% and 99% and shall make adjustments to the plans and specifications as requested, allowing for proper review time by the Owner.

3.4.2 The Architect shall incorporate into the Construction Documents the permitting requirements of the governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall prepare bidding documents for city review and approval.

3.4.4 The Architect shall update the estimate for the Cost of the Work for the client's review at 30%, 60% and 99% and shall advise the Owner of any adjustments to the estimate of the Cost of the Work.

3.4.5 The Architect shall submit the required city permits for the project, create applications and documentation as required, including responding to questions and making alterations as required.

3.4.6 The Architect shall design the police station addition as an essential facility.

3.4.7 The Architect shall make presentations as requested to the public, staff and/or council.

3.4.8. The Architect shall participate in a Peer review or Constructability review as requested by the Owner.

### **3.5 BIDDING PHASE SERVICES**

#### **3.5.1 GENERAL**

The Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) preparing contracts for construction.

#### **3.5.2 COMPETITIVE PUBLIC BIDDING**

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project.

3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.



3.5.2.4 The Architect shall hold a pre-bid conference with bidders for each phase of the project.

3.5.2.5 The Architect shall review the bids and the bidders.

### **3.6 CONSTRUCTION PHASE SERVICES**

#### **3.6.1 GENERAL**

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201, General Conditions of the Contract for Construction.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

3.6.1.3 The Contractor only, not the Owner or the Architect, shall have control over or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.6.1.4 The Architect shall write notice of award and notice to proceed.

#### **3.6.2 EVALUATIONS OF THE WORK**

3.6.2.1 The Architect shall visit the site once per week during active construction activity to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.6.2.2 The Architect or the Owner has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in good faith and in writing within any time limits agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either.

#### **3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

3.6.3.2 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **3.6.4 SUBMITTALS**

3.6.4.1 The Architect shall review the Contractor's submittals with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.6.4.2 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Accuracy and completeness of dimensions and quantities on the shop drawings are the Contractor's responsibility.

3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### 3.6.5 CHANGES IN THE WORK

3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### 3.6.6 PROJECT COMPLETION

3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Architect shall forward to the Owner any documentation required of the Contractor under the Contract Documents.

3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### 3.6.7 LEED Certification Services during Construction

3.6.7.1 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents, related to LEED Certification, that include a detailed written

statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

3.6.7.2 The Architect shall prepare supplemental Drawings, Specifications and other information in response to requests for information by the Contractor related to LEED Certification.

3.6.7.3 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.1.4, to become generally familiar with and to keep the Owner informed about the progress of the portions of the Work related to LEED Certification. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.6.7.4 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the limited purpose of checking for conformance with applicable LEED credit requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Owner's consultants or Contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.6.7.5 The Architect shall review properly prepared, timely requests by the Owner, Owner's consultants or Contractor for changes in the Work related to LEED Certification. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination, without extensive investigation or preparation of additional drawings or specifications, whether the requested changes in the Work are materially different from the requirements of the LEED Certification Plan.

3.6.7.6 If the Architect determines that implementation of a requested change in the Work would result in a material effect on LEED Certification, the Architect shall notify the Owner, who may authorize further investigation of such change. Based upon the Architect's investigation and information furnished by the Contractor, if any, the Architect shall make recommendations to the Owner regarding the implementation of the requested changes.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

4.8 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including system requirements and relationships, special equipment and site requirements.

4.9 The Owner shall provide to the Architect any information requested by the Architect that is relevant and necessary for achievement of LEED Certification, including design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

4.10 The Owner shall provide access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress as necessary for the Architect to provide the LEED Certification Services.

4.11 The Owner shall furnish the services of design consultants, testing agencies, and contractors necessary to allow the Architect to provide the LEED Certification Services.

4.12 Based on the Owner's approval of the LEED Certification Plan and any approved changes to the LEED Certification Plan, the Owner shall perform those items identified as the responsibility of the Owner in the LEED Certification Plan or as otherwise required by the Contract Documents. The Owner shall require that each of its contractors and consultants perform the consultant's or contractor's services in accordance with the LEED Certification Plan.

4.13 The Owner shall comply with the requirements of the USGBC or the GBCI as they relate to the Project both during construction and after completion of the Project.

4.14 The Owner shall be responsible for preparing, filing, and prosecuting appeals to the GBCI, or taking any other action determined by the Owner to be necessary or desirable, arising from the revocation or reduction of an awarded LEED Certification.

4.15 The Owner shall provide an independent commissioning agent for the Project.

4.16 The Owner shall advise the Architect of any proposed changes to the Project which may affect the LEED Certification Plan.

**ARTICLE 5 COST OF THE WORK**

5.1 The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit.

5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. The Architect nor the Owner has control over the cost of labor, materials, equipment or market conditions.

**ARTICLE 6 WORK NOT INCLUDED**

6.1 The following is a list of items not included in this contract as the Architect's responsibilities:

1. Soils engineering. This will be accomplished by the City's geotechnical consultant. The Architect will coordinate.
2. Hazardous materials survey: This will be accomplished by the City's consultant, architect shall coordinate.
3. Work at the existing Police Station building.
4. Permit fees, LEED fees
5. Extensive verifications of the existing CAD files on the project.
6. Survey. This will be accomplished by the City's consultant. The Architect will coordinate.
7. Parking Studies.
8. Building Commissioning.
9. Furniture systems design and acquisition. The Architect will work with the Owner's furniture vendor.

**ARTICLE 7 MISCELLANEOUS LEED PROVISIONS**

7.1 The Owner and Architect acknowledge that LEED Certification is awarded by an independent third party organization, and is dependent on factors beyond the Architect's control, such as the Owner's use and operation of the Project; the Work provided by the Contractor or the work or services provided by the Owner's other contractors or consultants; or interpretation of LEED credit requirements by the GBCI. Accordingly, the Architect does not warrant or guarantee that the Project will be granted LEED Certification.

7.2 In addition to any other waiver of consequential damages in the accompanying Owner-Architect Agreement, the Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Standard Form of Architect's Services, including failure of the Project to achieve LEED Certification or the level of LEED Certification indicated in the LEED Certification Plan; failure to achieve one or more LEED credits or points; unachieved energy savings; unintended operational expenses; lost financial or tax incentives; or unachieved gains in worker productivity. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement.

**ARTICLE 8 REIMBURSABLES**

7.1 The Architect shall be reimbursed for expenses related to the project for the following:

1. Printing
2. Plots
3. Delivery and shipping.

7.2 There shall be no charges for mileage.



**DAVID A. CLARK  
ARCHITECTS, PLLC**

**Shoreline City Hall - Fee Breakdown**

18-May-15

**A/E PROJECT ELEMENTS**

	Construction Budget	Fee per Task	Percentage Fee		A/E Fee per Phase
PHASE I - Third Floor TI	\$ 678,000		11.55%	=	\$ 78,309
A/E Fees					
- Predesign		\$ 5,458			
- Design Development		\$ 6,367			
- Construction Documents		\$ 45,584			
- Bidding & Permitting		\$ 3,367			
- Construction Administration		\$ 17,533			
		\$ 78,309			
PHASE II - First Floor Addition & TI	\$ 2,208,926		13.8%	=	\$ 304,832
A/E Fees					
- Predesign		\$ 30,148			
- Design Development		\$ 46,426			
- Construction Documents		\$ 154,275			
- Bidding & Permitting		\$ 5,731			
- Construction Administration		\$ 68,252			
		\$ 304,832			
Backup generator (includes WSST)	\$ 360,000		x 4.24%	=	\$ 15,264
<b>PROJECT CONSTRUCTION BUDGET =</b>	<b>\$ 3,246,926</b>				
		<b>FEE</b>		<b>=</b>	<b>\$ 398,405</b>
Reimbursables	Cost plus 10%, deliveries, plots & printing, NOT TO EXCEED				\$ 7,000
		<b>TOTAL FEE</b>			<b>\$ 405,405</b>
<b>CONSTRUCTION BASED FEE PERCENTAGE</b>	\$ 3,246,926	divided by	\$ 398,405	=	<b>12.27%</b>

Not included: See scope of work for complete list of work included and excluded

Specifically excluded: Haz Mat, Permit fees, parking study

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of King County Best Starts for Kids Initiative		
<b>DEPARTMENT:</b>	CMO		
<b>PRESENTED BY:</b>	Scott MacColl, Intergovernmental Relations		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

The King County Executive has proposed placing a six-year property tax levy lid lift on the November 2015 ballot called Best Starts for Kids. The Best Start for Kids Initiative is a \$392 million levy with an annual average of \$65.4 million per year through 2021. This measure provides investments strategically focused on prevention and early intervention for kids. The funding would provide local prevention and early intervention programs for children through age 24.

Staff from King County will be here tonight to provide an informational presentation on the proposal and to have a discussion with Council. The measure was submitted by the King County Executive to the County Council on April 29<sup>th</sup>, 2015. This measure requires the County Council taking action prior to August 4<sup>th</sup>, 2015 to place it on the November ballot. This presentation and discussion are informational only.

**RESOURCE/FINANCIAL IMPACT:**

This six-year levy has a lid lift rate of 14 cents per \$1,000 assessed value in 2016, which would raise approximately \$392 million over that time, and would cost the average homeowner in King County about \$56 per year. The measure raises an average of \$65.4 million per year through 2021, with approximately \$1 million per year in Shoreline.

**RECOMMENDATION**

No action is required; this is for discussion purposes only.

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

## **INTRODUCTION**

King County is proposing to place a six-year property tax levy lid lift on the November 2015 ballot called Best Starts for Kids. The Best Start for Kids Initiative is a \$392 million levy with an annual average of \$65.4 million per year through 2021. The measure utilizes prevention and early intervention as the least expensive way to address serious problems like obesity, mental illness, substance abuse, and incarceration.

The County proposal notes that much of the County's funding responds to negative outcomes – severe mental illness, homelessness, chronic illness, and youth dropouts involved in the juvenile justice system. Specifically, 75% of the County's General Fund pays for the law and justice system.

The measure is a result of implementing the King County Strategic Plan, the Equity and Social Justice Ordinance, the Health and Human Services Transformation Plan and development of the Youth Action Plan. County staff began examining how the County could improve outcomes and allow individuals and communities to improve outcomes for all children and youth in King County. The result is the Best Starts for Kids Report to the King County Council (Attachment A), and the associated levy proposal.

## **BACKGROUND**

This six-year levy has a lid lift rate of 14 cents per \$1,000 assessed value in 2016, which would raise approximately \$392 million over that time. This would cost the average homeowner in King County about \$56 per year. \$58.3 million is raised in 2016, with an average of \$65.4 million raised per year through 2021.

The key provisions of the proposal include:

- 50% of the revenue would be invested in strategies focused on children under age five and pregnant women, as research shows that the earlier investments are made, the greater the return on a child's development.
- 35% of the revenue would be invested in strategies focused on children and youth ages 5-24, as prevention strategies focused at key developmental stages or transition points in a young person's life help to sustain gains made earlier in life.
- 9% would be invested in community-level strategies through expansion and sustainability of the partnership between King County and the Seattle Foundation on Communities and Opportunity.
- 6% would support evaluation, data collection and improving delivery of services and programs for children and youth.

Initial levy collections would be used to create a family and youth homelessness prevention initiative modeled on a successful pilot implemented by organization serving survivors of domestic violence, to fund additional research to expand the reach of prevention strategies, and to establish a levy reserve fund.

There is a proposed advisory board to assist the County to consider the outcomes, policies and investments for the initiative. The King County Department of Community and Health Services will provide financial oversight responsibilities.

Best Starts for Kids strategies are designed to be both universal and targeted, with the majority of the funding competitively bid in outcomes –focused contracts to community-based organizations. If the measure is approved, the County will refine the outcomes and indicators through development of a detailed implementation plan with input and consultation from the community.

### **RESOURCE/FINANCIAL IMPACT**

This six-year levy has a lid lift rate of 14 cents per \$1,000 assessed value in 2016, which would raise approximately \$392 million over that time, and would cost the average homeowner in King County about \$56 per year. The measure raises an average of \$65.4 million per year through 2021, with approximately \$1 million per year in Shoreline.

### **RECOMMENDATION**

No action is required; this is for discussion purposes only.

### **ATTACHMENTS**

Attachment A: Best Starts for Kids Report to King County Council



### Best Starts for Kids Report to King County Council

Prevention and early intervention are the most effective and least expensive ways to address our most serious problems such as obesity, mental illness, substance abuse, and incarceration. Science tells us that lifelong problems can be prevented by investing heavily in children before age five, and then making strategic investments at critical points in a young person's development before age 24. Yet, much of the County's funding is responding to negative outcomes—severe mental illness, homelessness, chronic illness, and youth who have already dropped out of school or who have been involved in the juvenile justice system. Specifically, 75 percent of the County's General Fund pays for the law and justice system.

For our region to continue to prosper in the future, we need everyone to have a fair opportunity to succeed, regardless of race, ethnicity or where they live in the County. Unfortunately, in King County there are significant inequities. Where you live, how much you make and the color of your skin are all major predictors of your life experience and your chances of living well and thriving. We must do better to ensure that King County is a place where everyone has an opportunity to succeed. It is not just an issue of fairness—we are more competitive in the global economy when everyone is able to contribute.

In 2014, as part of the implementation of the King County Strategic Plan (<http://www.kingcounty.gov/exec/PSB/StrategicPlan/CountyStratPlan.aspx>), Equity and Social Justice ordinance (<http://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=1060175&GUID=9E24A75D-5885-4088-98D3-AE6BA187B20F>), the Health and Human Services Transformation Plan (<http://www.kingcounty.gov/elected/executive/health-human-services-transformation.aspx>), and development of the Youth Action Plan (<http://www.kingcounty.gov/council/issues/YouthActionPlan.aspx>), King County staff began examining how the County could improve outcomes and allow individuals and communities to achieve their full potential by balancing its investment portfolio with more preventive approaches. The resulting Best Starts for Kids levy proposal is guided by, and represents, a further implementation of the County's adopted policy direction.

To improve outcomes for all children and youth in King County and prevent crises before they begin, Executive Constantine is proposing Best Starts for Kids, a six-year \$65.4 million average per year property tax levy. Best Starts for Kids will be outcomes focused and fund the following three strategic areas:

1. Prevention and early intervention programs for children before age five;



2. Prevention and early intervention programs for children and youth age five through twenty-four; and
3. Prevention strategies at the community level.

These three strategic areas are outlined in greater detail below. After the Levy passes, there will be a comprehensive community planning process to develop a detailed Implementation Plan that identifies what programs, interventions and approaches will be funded and what the specific and quantifiable outcomes will be. The Implementation Plan will also address limiting county costs for administering the levy. The Best Starts for Kids implementation phase will utilize outreach approaches and engagement strategies to reach diverse communities that have recently been successful in other initiatives, such as outreach for health coverage enrollment under the Affordable Care Act

(<http://www.kingcounty.gov/coverage>) and community engagement for Communities of Opportunity and the Youth Action Plan. This planning will also draw on learnings from other successful community engagement and implementation processes—for example, the Mental Illness and Drug Dependency (MIDD) sales tax (<http://www.kingcounty.gov/healthservices/MHSA/MIDDPlan.aspx>), which broadly included community partners, local government and all branches of King County government. The Implementation Plan for the community-level strategies will occur through Communities of Opportunity, a successful effort that is currently underway in King County through a partnership with The Seattle Foundation. Consistent with King County’s commitment to equity and social justice, Best Starts for Kids has been and will continue to be developed with an equity and social justice lens and will be focused on reducing and eliminating inequities in King County. The Implementation Plan ultimately will be approved by the Metropolitan King County Council.

### **Best Starts for Kids Is Outcomes-Based**

Best Starts for Kids was developed based on outcomes that King County wants to achieve for our region:

1. Babies are born healthy and establish a strong foundation for lifelong health and well-being.
2. King County is a place where everyone has equitable opportunities to progress through childhood safely and healthy, building academic and life skills to be thriving members of their community.
3. Communities offer safe, welcoming, and healthy environments that help improve outcomes for all of King County’s children and families, regardless of where they live.

It may be several decades for many of the outcomes to be realized. However, during the six-year life of the Levy, King County will show progress in reaching these outcomes by setting indicators and establishing goals. Indicators will be at both the individual and community levels. While many of the indicators and their associated goals will be based on strategies with proven results, King County recognizes that not all practices are appropriate or have been tested on all cultural and ethnic groups. Best Starts for Kids will also fund promising practices and pay for evaluation of these practices so that

promising practices can become proven practices. King County's progress towards the goals associated with these indicators will signal that we are on the path to achieving our overall outcomes. Examples of indicators and goals include:

Individual Indicators:\*

- Increase the percent of pregnant women who receive early and adequate prenatal care to **78%**
- Increase technical assistance to child care providers by **25%**
- Reduce psychiatric hospitalizations for children and youth by **15%**
- Decrease the percent of youth using alcohol or drugs to **15%**
- Increase the percent of youth who feel they have an adult in their community that they can talk to about something important to **76%**
- Decrease the percent of school-age youth in South King County who are at an unhealthy weight to **23%**

*\*Goals are based on adherence to a proven model.*

Community Indicators (some are long-term indicators)

- Decrease in inequities in outcomes for children and youth in King County
- Decrease in disparities in health and well-being outcomes currently seen between different areas within King County
- Decrease in funds spent on crisis services, such as incarceration and involuntary commitment
- Decrease in domestic violence
- Increase in family and youth who are prevented from entering homelessness
- Decrease in suspensions and expulsions, from child care through high school
- Improve the quality of life index (health, housing and economic opportunity) in Communities of Opportunity

All of the outcomes and indicators will be refined as part of the Levy implementation phase. We will ensure alignment with other significant initiatives focused on children and youth in the community, such as the Youth Action Plan, Road Map Project (<http://www.roadmapproject.org/>) and the Seattle Pre-School Program (<http://www.seattle.gov/education/childcare-and-preschool/seattle-preschool-program>), so that the same outcomes are being measured and evaluated.

Based on experience with proven programs, we know that by investing in the types of strategies detailed in the pages below, we can achieve a positive return, as measured through their impacts in a multitude of areas—chronic disease, substance abuse, criminal behavior, child abuse and neglect, economic productivity, etc. For example:

- By investing in strategies that support parents and caregivers, we can expect a return of **\$2.77** per dollar invested.
- By investing in strategies that support high-quality childcare, we can expect a return of **\$143.98** per dollar invested.
- By investing in strategies that build resiliency of youth and reduce risky behaviors, we can expect a return of **\$34.76** per dollar invested.
- By investing in strategies that meet the health and behavior needs of youth, we can expect a return of **\$7.09** per dollar invested.
- By investing in strategies that help youth stay connected to their families and communities, we can expect a return of **\$5.04** per dollar invested.
- By investing in strategies that help young adults who have had challenges to successfully transition into adulthood, we can expect a return of **\$3.25** per dollar invested.

### Funding Details

Amount:	<p>\$58.3 million per year in 2016</p> <p>\$392.3 million over six years (levy limit factor of 3% plus new construction), or an average of \$65.4 million per year</p> <p>\$0.14 per \$1,000 of assessed value in 2016, costing the average King County homeowner about \$56 per year, or approximately \$4.50 per month</p>
Distribution:	<p>50% (\$32.7 million annual average) for interventions focused on children age 0-5</p> <p>35% (\$22.7 million annual average) for interventions focused on children/youth age 5-24</p> <p>9% (\$6.0 million annual average) for community-level interventions</p> <p>6% (\$4.0 million annual average) for data, evaluation and infrastructure</p>

The vast majority of Best Starts for Kids funding will be utilized by community-based partners and not the County itself.

### A. Heavy investment in Children Before Aged 5 Yields the Best Results for Children and Yields the Greatest Return on Investment

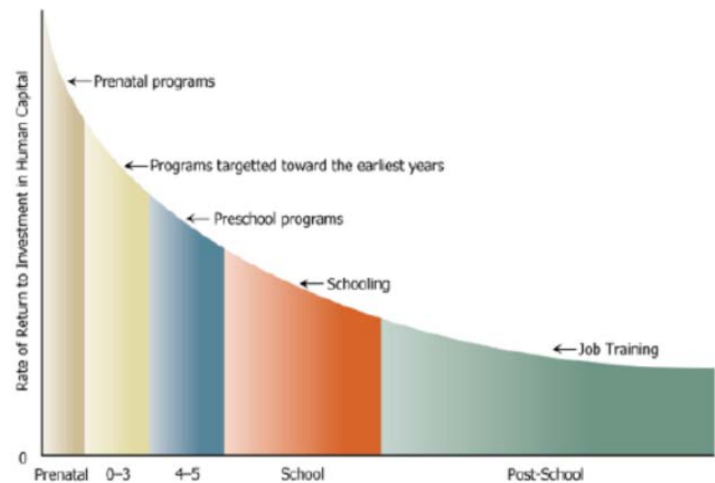
Noble Laureate in economics, Dr. James Heckman, has shown that investment in children, particularly before age five, has the greatest economic return on investment for society.

(<http://heckmanequation.org/content/resource/investing-our-children-great-returns>) He has shown that the basic skills necessary to be ready to learn in school and be successful as an adult—such as self-esteem, motivation, coordination, prioritization, management of incoming information, attention and distraction control are developed by age five before children go to school. According to Dr. Heckman, to ensure that all children are able to achieve their full potential, there must be investment in early childhood development and engagement with the family. (James Heckman, “Going Forward Wisely,”

White House Summit on Early Education,  
December 10, 2014.

<http://heckmanequation.org/content/white-house-summit-early-education>)

Research has also shown that children who have access to quality early development are more likely to achieve later success as adults. Inequities can begin before birth and persist throughout childhood, leaving some children at a disadvantage in life before they have even begun the journey.



Source: Heckman (2008)

- Lack of access to adequate prenatal care in King County can be as much as 1.7 times higher depending on the mom's race—for example, 72% of white mothers receive early and adequate prenatal care compared to 41% of Native Hawaiian/Pacific Islander moms.
- American Indian, Native Hawaiian and Hispanic students in King County lag the farthest behind in demonstrating kindergarten readiness; the most significant disparity being in math.
- Infant childcare at licensed childcare centers in King County in 2012 cost Black/African American families more than 40% of their annual median income compared to White families and who spent just over 20% of their median income on infant childcare.

Best Starts for Kids will work to eliminate these inequities. Based on the research, including research developed by the University of Washington Institute for Learning and Brain Sciences (<http://ilabs.washington.edu>), and promising practices, Best Starts for Kids will invest in the following strategies:

➤ **Support Parents and Caregivers by:**

- ✓ Providing families and caregivers key information and support services during pregnancy and after the child arrives
- ✓ Providing support resources for parents and caregivers of babies and toddlers when babies and toddlers face challenges
- ✓ Providing home-based visits for new moms and babies

➤ **Cultivate Caregiver Knowledge through:**

- ✓ Outreach, resource and referral coordination
- ✓ Providing information in a variety of languages, formats and mediums, including information on what the latest neuroscience is telling us about child development

➤ **Support High Quality Childcare (in-home & out of home, licensed & unlicensed) by:**

- ✓ Assisting providers in creating positive, healthy and safe childcare environments
- ✓ Providing training and tools for all childcare providers
- ✓ Expanding consultation and technical assistance resources for childcare providers, such as mental health and developmental consultations

➤ **Screen Children to Prevent Likely Problems, Intervene Early and Effectively Link to Treatment by:**

- ✓ Expanding developmental screening to all young children
- ✓ Identification and early intervention for children who have experienced traumatic stress, including domestic violence or sexual assault
- ✓ Preventing family homelessness via a flexible fund to help families with young children

### **Investing in Public Health Services**

As part of the supporting parents and caregivers strategy listed above, Best Starts for Kids will stabilize and expand the Nurse Family Partnership Program, Maternal Support Services and Family Planning in King County, through a modest investment. Additional discussion of the impact Best Starts for Kids will have on the Public Health Fund can be found in the “Levy Financial Information Summary” section of this report.

The three examples below illustrate the types of programs that would implement the strategies focused on children age 0-5:

- **Access to prenatal care** prevents low-birth weight babies by screening at-risk mothers and supplementing prenatal care with services to improve birth outcomes. Every year in King County, 1,600 infants (6.4% of births) are born at low birth weight (under 5.5 pounds, or small enough to fit entirely in the palm of your two hands). Babies born too small have higher hospitalization costs and are more likely to have learning deficits well into school and adulthood, including lower educational achievement.
  - Programs, such as Maternal Support Services, that provide support services to pregnant women have shown to reduce low birth weight in Washington State from 18% to 13.7% for medically high-risk women and from 22.5% to 11.5% for teens. (See: <http://ajph.aphapublications.org/doi/pdf/10.2105/AJPH.88.11.1623>)
  - The average cost of hospitalization for a low birth weight infant is \$27,500. Without support services for pregnant women, low birth weights that could have been prevented will result in an estimated \$5.3 million in additional hospitalization costs in Washington each year. (See: <http://www.kingcounty.gov/healthservices/health/personal/~media/health/publichealth/documents/locations/MSSFacts.ashx>)
- **Nurses visiting new moms and families** to make sure babies are healthy. One home visiting program, Nurse Family Partnership (NFP), has shown such outcomes as:



- 59% reduction in child arrests at age 15
- 61% fewer arrests of the mother
- 48% reduction in child abuse and neglect
- 50% reduction in language delays of children at age 21 months
- 67% reduction in behavioral/intellectual problems at age six
- 32% fewer unintended subsequent pregnancies
- 82% increase in months mothers are employed

(See: <http://www.nursefamilypartnership.org/about/fact-sheets>)

- **Expand the training and tools available to all child care providers** so all providers are able to address the developmental needs of children. Screenings help identify when a child's development is not progressing at the expected rate, which alerts parents, caretakers and healthcare providers to the need for further assessment. Early intervention for developmental delays in the first five years has been linked with higher performance in reading and math, less grade retention and less need for special education services well into adolescence. In Washington, an estimated 13 percent to 17 percent of children have a developmental delay. Of the nearly one in six children experiencing a delay, only 30 percent are currently identified and connected to available early intervention supports before kindergarten, when it is most effective. Best Starts for Kids can ensure that screening tools are culturally appropriate, available and accessible to all children and their families and caregivers in King County. (See: [http://www.medicalhome.org/4Download/wg\\_devscreen/framework.pdf](http://www.medicalhome.org/4Download/wg_devscreen/framework.pdf))

## **B. School Aged Children and Youth—Age 5-24: Intervening Early at Key Developmental Milestones**

Science shows that “non-cognitive abilities (perseverance, motivation, time preference, risk aversion, self-esteem, self-control, preference for leisure) have direct effects on wages, schooling, teenage pregnancy, smoking, crime, performance on achievement tests and many other aspects of social and economic life.” (Heckman, James J. *Schools, Skills, and Synapses*, IZA DP No. 3515 (May 2008) at 28.) The research and brain science shows that many of these traits are developed very early in life—before age five. However, interventions during adolescence are also valuable, though more expensive, because of the malleability of the regions of the brain into the early twenties that govern emotion and self-regulation. (*Id* at 30.) The prevention and intervention strategies for youth age 5-24 will strategically address transition points in the young person's life where problems frequently arise, as well as strategies focused on brain and developmental changes for adolescents.

As with younger children, Best Starts for Kids will follow an approach called “targeted universalism.” That is, strategies will target all children and youth, but children and youth who need more intensive services will have more intensive services available to them. This approach will be important in addressing inequities such as:

- Higher obesity rates of children and youth who do not have access to healthy food or safe places to play
- Higher asthma rates for children who live in housing that is in poor condition
- Higher numbers of African American and Latino youth who are detained in the juvenile justice system

To achieve better outcomes for school-aged children and youth, Best Starts for Kids will invest in the following strategies:

➤ **Build resiliency of youth and reduce risky behaviors through:**

- ✓ Prevention, screening, early intervention and, where needed, treatment, that addresses depression, other mental illnesses, substance use, tobacco use or trauma (such as violence), so that we can prevent youth from becoming “at-risk”
- ✓ Supports for families if a child does need early intervention or treatment

➤ **Meeting the health and behavior needs of youth by:**

- ✓ Expanding convenient access to preventive health services in schools, such as help managing asthma and screening for sexually transmitted disease
- ✓ Working to ensure all children and youth are enrolled in healthcare, a proven way to have lasting positive health outcomes for children and youth

➤ **Helping youth stay connected to their families and communities through:**

- ✓ Supports for parents and youth focused on early intervention when a problem arises
- ✓ Creating healthy and safe environments for youth focusing on where youth spend much of their time, assisting places such as schools, youth programs and community centers to implement best practices and policies that help assure children have access to nutritious food, high quality physical activity and environments that limit exposure to potentially dangerous products and substances
- ✓ Outreach, resources and referral so that youth, families, caregivers and other caring adults in a young person’s life know what resources are available to help them and are able to connect with these resources

➤ **Helping young adults who have had challenges successfully transitioning into adulthood by:**

- ✓ Creating a flexible fund to help youth homelessness
- ✓ Re-engaging youth who have dropped out of school
- ✓ Connecting youth to a caring adult and positive peer network

➤ **Diversion from the Juvenile Justice System through:**

- ✓ Prevention programs to avoid incarceration and divert youth from the juvenile justice system
- ✓ Upstream strategies to address disproportionality in the juvenile justice system

The two examples bellow illustrate the types of programs that would implement the strategies above:

- **Screening youth for early onset of mental illness.** According to the American Academy of Child and Adolescent Psychiatry, nearly half of all diagnosable mental illnesses show symptoms by age 14 and 75 percent begin by the age of 24, yet only one in five adolescents between 12-17 years old receives treatment or counseling. When left untreated, these disorders can lead to tragic and costly consequences, such as substance abuse, school dropout, involvement with law enforcement and suicide.
  - A Portland program called Early Detection and Intervention for the Prevention of Psychosis (EDIPPP) showed that after implementation of this program, psychiatric hospitalizations for youth were reduced by 26% with a cost savings to the community of \$2.1 million annually. (See: <http://www.medscape.org/viewarticle/418617>)
- **Working with schools and youth programs to promote healthy eating and active living.** Too many young people in our county are living at an unhealthy weight—30 percent—leading to early onset of heart disease and diabetes. Many lack access to affordable healthy food and opportunities to be physically active.
  - In King County, a 17% decline in youth obesity was documented after Public Health—Seattle & King County partnered with schools and community organizations to implement a two year Communities Putting Prevention to Work obesity prevention initiative ending in 2012. (See: <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6307a4.htm>)

### **C. Communities of Opportunity: Investing in Communities and Leveraging Philanthropic Funds for King County Communities**

The latest research shows that the place where a child grows up has a tremendous impact on a child's success and in many cases a child's zip code is a better predictor of their future health and well-being than their DNA code. Children are more likely to succeed and live longer, more productive lives if they have the opportunity to live in communities that have strong social networks, are free from violence, provide convenient access to healthy, affordable food, offer access to job opportunities and high quality, affordable housing, support drug and tobacco free living, and offer opportunities for physical activity. (See: <http://www.whatworksforamerica.org/pdf/lavizzo-mourey.pdf>; and [Time to Act: Investing in the Health of Our Children and Our Communities](#)).

Significant portions of the County have been left behind as demographics have shifted. Our region now experiences some of the greatest inequities among large U.S. metropolitan areas. Analysis of key health and social indicators by census tract in King County has revealed these stark disparities. For example, life expectancy ranges from 74 years in the lowest decile census tracts to 87 years in the highest; smoking ranges from 5 percent to 20 percent; frequent mental distress ranges from 4 percent to 14 percent; and

unemployment ranges from 3 percent to 13 percent. (See: King County Health Profile at <http://www.kingcounty.gov/healthservices/health/data.aspx>)

Best Starts for Kids Communities of Opportunity funding will work to address these inequities at the community level, complementing the investments for children and youth described in the earlier sections. It will improve children's futures by investing in place-based community partnerships that will design and carry out evidence-supported strategies to create safe and healthy neighborhoods, and improve outcomes in health, housing, and economic opportunity.

King County, in partnership with The Seattle Foundation, has already funded community-designed "go first" partnerships in three initial places: White Center/North Highline, SeaTac/Tukwila and Seattle's Rainier Valley. (For more information, see: <http://www.kingcounty.gov/exec/HHSTransformation/coo.aspx>)

Best Starts for Kids will expand the Communities of Opportunity partnership, by creating opportunities for even more communities and neighborhoods to participate and by leveraging additional philanthropic funding.

*How* Communities of Opportunity mobilizes specific communities and neighborhoods to support changes to improve conditions for children and families is important because it has been proven that giving communities the power to make changes is the way to make sustainable change. Government parachuting in with programs that it has decided upon is the old model that does not produce optimal results. *What* specific strategies are carried out in a given neighborhood or community will be informed by evidence about what works.

➤ **Communities of Opportunity will increase opportunities for all children and youth to live in a healthy community environment:**

- ✓ Creating opportunities for residents—including youth, families and elders—to engage and participate in efforts to improve the physical and social conditions of their community
- ✓ Supporting and enabling work to happen collaboratively within and across sectors by focusing on a common, results-driven agenda
- ✓ Identifying and increasing the capacity of groups (community organizations, neighborhood groups, etc.) that are focused on improving community conditions
- ✓ Collecting, analyzing and using data for measuring progress, learning and accountability; measuring the effects of the strategies that are carried out
- ✓ Creating mechanisms for all place-based initiatives in King County to share information and learnings with each other, and to access information on best practices, proven strategies and resources

➤ **What kinds of strategies will be carried out to help assure that all children and youth have opportunities to live in safe, health-promoting environments:**

While strategies and solutions will differ from community to community depending on the results they have prioritized, examples of the kinds of evidence-informed strategies that communities might agree to carry out include:

- ✓ Creating more opportunities for physical activity in the community such as street designs that support walking and biking; establishing safe routes to school; and creating better access to recreation facilities and programs
- ✓ Implementing a comprehensive community approach to increasing access to healthy and affordable food, particularly in low income communities—through strategies such as increasing the amount of local fruits and vegetables available through local food banks or nutrition incentive programs through local farmers markets, farm stands, and retailers—activities that can have the added benefit of boosting the local food economy and promoting local jobs
- ✓ Taking steps to address substandard housing that can contribute to a wide range of problems for residents, such as asthma and injuries

Communities of Opportunity will establish a process for additional neighborhoods and communities to apply to join the initiative. Selected applicants could access funding for developing their results-driven agenda and for carrying out strategies. Funding will also support technical assistance, data analysis, measurement functions, and policy and system change initiatives that cut across a given place.

#### **D. Immediate Investment In Homeless Prevention for Homeless Families & Youth**

During the planning process, which will take place in the first part of 2016, the first half of the year property tax collections will have come in (approximately \$29 million). Executive Constantine proposes a transparent and strategic way to invest the first half 2016 collections. Specifically, \$16 million will create an initiative to prevent families and youth from becoming homeless (described below), \$3 million will be competitively bid out in early 2016 for additional scientific research to expand King County’s knowledge of what prevention strategies will lead to King County children to reaching their full potential, and \$10 million will be deposited into required reserves.

The family and youth homeless prevention initiative will be modeled on the highly successful Housing First Pilot funded by the Bill and Melinda Gates Foundation and implemented by organizations serving survivors of domestic violence—because domestic violence is the leading cause of family homelessness. In this Pilot, survivors identify what they need to remain stably housed, including solutions, such as paying for a month of childcare while a mother goes back to work and waits to receive her first paycheck. The results show that client-centered solutions with flexible funds have better results, more dignity for the person seeking help, and are cheaper than the usual menu of assistance options offered. The average cost of this program to prevent homelessness was \$1,250 as compared to \$6,000 for a year



in shelter. (See Washington State Coalition Against Domestic Violence Website: <http://wscadv2.org/projects.cfm?aid=1bfef8e9-c29b-57e0-877e65883ece51fe>)

## **E. Data, Evaluation and Infrastructure**

In order to ensure that outcomes are met and residents of King County experience a high return on their investment in Best Starts for Kids, sufficient resources must be dedicated to administering and evaluating the difference Best Starts for Kids is making in our community and creating learning and feedback loops for continuous improvement. Best Starts for Kids' success will be dependent on ensuring King County implements high-quality, culturally responsive strategies; using innovation, data and science to inform investments; engaging neighborhoods, policymakers, schools and other partners in creating change; and aligning work with other efforts for an even greater impact.

Best Starts for Kids will have a specific focus on partnering with and supporting small culturally and ethnically specific agencies to generate and evaluate the data necessary to move promising approaches to evidence based practices. As with all strategies, there needs to be opportunities to take risks on new approaches. Not all approaches will be successful; however, the goal of Best Starts for Kids' evaluation will be to figure out which approaches are most successful and how approaches that are not successful can be changed or if they should be discontinued.

## **Governance**

The Youth Action Plan Task Force has recommended that the County establish an advisory body that can assist the King County Executive and Council as they consider outcomes, policies, and investments for children and families and youth and young adults. This advisory body should be the advisory board for Best Starts for Kids, except for the portion of the Levy focused on Communities of Opportunity. The Communities of Opportunity Interim Governance Group—a diverse group of community leaders, The Seattle Foundation and King County staff—will advise on the Communities of Opportunity portion of the Levy. The King County Department of Community and Human Services will be responsible for financial and reporting accountability.

## **How this Proposal Was Developed**

King County staff undertook a review of prevention-oriented science research from numerous vantage points, focusing on inequities and challenges such as mental illness and substance abuse, chronic disease, child abuse and neglect, homelessness, justice system involvement, unemployment, violence and injuries, and workforce skill gaps. County staff worked with three advisory groups and consulted with several other key groups focused on children and youth in King County. The three advisory groups were the Best Starts for Kids Advisory Group, the Youth Action Plan Task Force and the Health & Human Services Transformation Advising Partners Group. The names of the group members are listed in Appendix A. In addition, County staff consulted with the King County Alliance for Human Services and the Youth Development Executive Directors.

## Levy Financial Information Summary

### Levy Revenue Assumptions

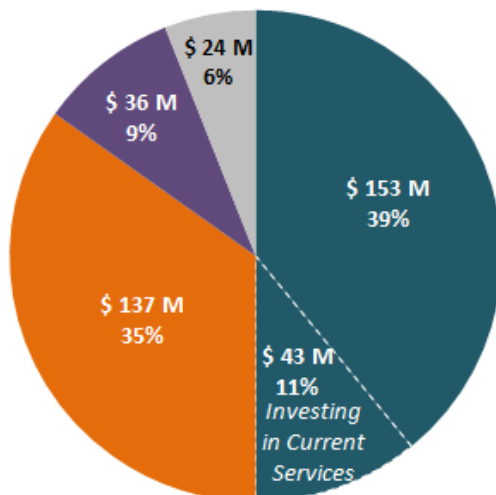
The proposed Best Starts for Kids Levy includes the following assumptions:

- The initial levy is planned for six years, from 2016-2021
- 2016 levy rate will be \$0.14 per \$1,000 Assessed Value (AV)
- 2016 levy revenue will be approximately \$58.3 M
- The levy limit factor will be 3% plus new construction. Estimated total revenue over the life of the levy is \$392.3 M (an average of \$65.4 M per year).
- A levy of \$0.14/\$1,000 of AV would cost the average King County homeowner about \$56 per year or approximately \$4.50 per month.

### Levy Use Details

Exhibit 1 illustrates the approximate portfolio for the entire six-year levy. It is organized into the major categories described in the strategy overview.

**Exhibit 1: Levy Expenditure Summary by Category (2016-2021 Total)**



#### 1. Prenatal and Early Childhood (Age 0 to 5)

- a. New and Expanded Prenatal & Early Childhood Services
- b. Investment in Current Public Health Prenatal & Early Childhood Services

#### 2. School Aged Children and Youth (Age 5 to 24)

#### 3. Communities of Opportunity

#### 4. Data, Evaluation, and Infrastructure

- The largest component over the life of the levy is Prenatal and Early Childhood Strategies (50%).
  - About 11% of the total levy would be dedicated to preserving existing public health services that serve this population, including Maternal Child Support Services (MSS), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), family planning services, and Nurse Family Partnership (NFP).
  - About 39% of the total levy would go toward new or expanded Prenatal and Early Childhood services
- 35% of levy revenues would be spent on new or expanded programs for school-aged children and youth
- 9% of levy revenue would provide support for expanding Communities of Opportunity.
- 6% of the levy would go toward evaluation, data collection and improving the delivery of services and programs for children, youth and their communities.

### ***Levy Reserve***

The proposed levy includes a reserve equal to 60 days (two months) of levy revenue. The purpose of this reserve is to provide a stabilizing cash flow in case the levy is not renewed after 2021. This reserve would be used to pay for necessary costs related to shutting down the levy program, such as transition activities, unemployment costs, and other required expenditures.

The levy reserve is not designed to cover unanticipated increases in costs or decreases in revenue compared to forecasts. In those scenarios, King County would evaluate and adjust expenditures as to constrain spending within available revenues.

### ***Levy Impact on Public Health—Seattle & King County***

The Best Starts for Kids levy proposal includes \$43 million (11% of levy) in funding to sustain a limited number of current Public Health—Seattle & King County (PHSKC) services. These services include maternity support (MSS), Nurse Family Partnership (NFP) and family planning for King County residents. The addition of levy dollars to current PHSKC resources is expected to provide sufficient funding to sustain current operations of these programs through 2021 by funding the projected gap between expenditures and resources of this limited program set. The levy proposal does not include sufficient funding to fully bridge the projected financial gap in the Public Health Fund.

This section outlines the current Public Health Fund financial situation and the expected impact of the BSK levy on the Public Health Fund.

### ***Current and Projected Public Health Fund Financial Situation***

The Public Health Fund with a biennial budget of \$332 million includes Community Health Services (CHS), Prevention, the Medical Examiner's Office, and several other services. Community Health Services, which includes MSS/WIC, NFP, and Family Planning, as well as other community-based services comprise approximately 65% of the fund. Based on March 2015 projections, which assumes current operations and resources, the Public Health fund is expected to end the 2015/2016 biennium with a

deficit of \$7 million.<sup>1</sup> This outlook assumes no further degradation in State, Federal or local revenue and that services and expenditures will be in line with the adopted 2015/16 budget. Potential additional revenues from the proposed BSK levy are not included in the 2015/2016 projected gap.

On an ongoing basis, the Public Health fund is projected to run a growing financial gap in 2017/2018 and beyond. This projected imbalance is the result of program revenues growing at a lower rate than expenditures. The projected operating imbalance from 2016 to 2021 is approximately \$68 million. The majority of this imbalance (86%, or \$59 million) is in the Community Health Services Division (CHS) and the operations of public health clinics. The projected funding gap over the six-year period of \$68 million is in addition to the \$7 million deficit that has already been accumulated by the Public Health fund for a total projected gap of \$75 million through 2021.

### Financial Implications of the BSK Levy on the Public Health Fund

Based on current projections, the BSK levy would address a portion of, but not the entire, Public Health Fund projected gap. Specifically, the levy would provide approximately \$43 million to support existing programs serving women and children including MSS/WIC, family planning, and NFP at 2014 service levels from 2016 to 2021.

The BSK levy does not provide funding to sustain all services in the Public Health Fund. In order to balance the fund and build to minimum reserve levels, there will need to be new revenue sources or eliminations or reductions to programs. While Public Health is simultaneously working to find operational efficiencies, these are not expected to create substantial enough savings to balance the fund.

The following table summarizes Public Health's projected gap between revenues and expenditures over the 6-year levy period (2016-2021).<sup>2</sup>

2016-2021 Gap Estimates	Baseline (w/o BSK)	BSK Revenues	Gap with BSK
MCH services <sup>3</sup>	\$42.8 M	\$42.8 M	\$ -
All other CHS Programs	\$16.3 M	-	\$16.3 M
<i>Subtotal all CHS</i>	<i>\$59.0 M</i>	<i>\$42.8 M</i>	<i>\$16.3 M</i>
Remainder of Public Health Fund	\$9.3 M	-	\$9.3 M
<b>Total Public Health Fund</b>	<b>\$68.4 M</b>	<b>\$42.8 M</b>	<b>\$25.6 M</b>

<sup>1</sup> The 2015/2016 adopted Public Health fund budget did not include reserves that would be consistent with adopted Council financial policies due to funding constraints. In order to meet recommended reserve levels, the Public Health fund would need approximately \$11M in fund balance at the end of 2016. Additional factors that could impact the projected deficit by the end of 2016 include revenue from Medicaid back payments and expenditures to address a federal audit of the Ryan White HIV/AIDS Program.

<sup>2</sup> Please note that this table does not include the current \$7 million deficit already accumulated by the public health fund.

<sup>3</sup> MCH services includes: MSS, WIC, NFP, Health Educators, Family Planning. This amount includes both current services (\$37.4 M) and restoration of 2014 levels of service for NFP and Health Educators (\$5.4 M) that were cut in the adopted 15/16 budget.

## Best Starts for Kids

### APPENDIX A

#### *Best Starts for Kids Advisory Group*

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Jackie and Mike Bezos Bezos Family Foundation	Ed Marcuse University of Washington Department of Pediatrics
David Bley Bill & Melinda Gates Foundation	Mary McWilliams Seattle Metropolitan Chamber of Commerce
Justice Bobbe Bridge Center for Children & Youth Justice	Tony Mestres The Seattle Foundation
Michael Brown The Seattle Foundation	Stephen Norman King County Housing Authority
Ben Danielson Seattle Children's Odessa Brown Children's Clinic	Sarah Roseberry Lytle University of Washington Institute for Learning and Brain Sciences (ILABS)
Susan Enfield Highline School District	Mary Jean Ryan Community Center for Education and Results
Jon Fine United Way of King County	Mimi Siegel Kindering
Howie Frumkin University of Washington School of Public Health	Sam Whiting Thrive Washington
Jon Gould Children's Alliance	
Mike Heinisch Kent Youth & Family Services	
David Johnson Navos Mental Health Solutions	



**Youth Action Plan Task Force**

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Janis Avery Treehouse	Katie Hong Raikes Foundation
Justice Bobbe Bridge Center for Children & Youth Justice	Shomari Jones Bellevue School District
Rochelle Clayton Strunk Encompass	Miguel Maestas El Centro de la Raza
Darryl Cook City of Seattle	Leesa Manion King County Prosecuting Attorney's Office
Calvin Lyons Boys & Girls Clubs of King County	Terry Pottmeyer Friends of Youth
Deanna Dawson Sound Cities Association	Mark Putnam Committee to End Homelessness
Rod Dembowski King County Councilmember	Adrienne Quinn King County Dept. of Community & Human Services
Darryck Dwelle Salvation Army Eastside Corps	Judge Wesley Saint Clair King County Superior Court
Mahnaz Eshetu Refugee Women's Alliance	Terry Smith City of Bellevue
Melinda Giovengo YouthCare	Sorya Svy SafeFutures Youth Center
Beratta Gomillion Center for Human Services	Sheriff John Urquhart King County Sheriff's Office
Kelly Goodsell Puget Sound Education Service District	Sam Whiting Thrive Washington
Mike Heinisch Kent Youth & Family Services	

### ***Health & Human Services Transformation Advising Partners Group***

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Teresita Batayola International Community Health Services	Sara Levin United Way of King County
Elizabeth Bennett Seattle Children's Hospital	Julie Lindberg Molina Healthcare of Washington
Michael Brown The Seattle Foundation	Gordon McHenry, Jr. Solid Ground
Tom Byers Cedar River Group	Karen Merrikin/Chase Napier Washington State Health Care Authority
Katherine Cortes Metropolitan King County Council	Jeff Natter Pacific Hospital Preservation & Development Authority
Elise Chayet Harborview	Mark Okazaki Neighborhood House
Deanna Dawson Sound Cities Association	Nathan Phillips YMCA of Greater Seattle
Erin Hafer Community Health Plan of Washington	Adrienne Quinn King County Dept. of Community & Human Services
Jeff Harris UW School of Public Health	Bill Rumpf Mercy Housing Northwest
Patty Hayes Public Health-Seattle & King County	Mary Jean Ryan Community Center for Education and Results
Mike Heinisch Kent Youth & Family Services	Maggie Thompson Office of the Mayor, City of Seattle
David Johnson Navos Mental Health Solutions	Michael Woo Got Green
Betsy Jones King County Executive Office	

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of the Solid Waste Request for Proposal		
<b>DEPARTMENT:</b>	Public Works		
<b>PRESENTED BY:</b>	Dan Repp, Utility and Operations Manager Uki Dele, Surface Water & Environmental Services Manager		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

In 2008, the City contracted with CleanScapes, now known as Recology CleanScapes, to provide solid waste collection services for residents and businesses in Shoreline. As the City's two year extension to the existing Recology CleanScapes contract will expire on February 28, 2017, the City is now beginning to conduct a Request for Proposals (RFP) process for the next contract. The RFP is scheduled to be issued on October 1, 2015 in order to complete the RFP process and allow sufficient time to implement the new contract on March 1, 2017. Tonight, staff will provide Council with an overview of the proposed RFP's Base Contract as well as the service alternatives for which separate pricing will be requested.

**RESOURCE/FINANCIAL IMPACT:**

The cost for consultant services for the RFP procurement process is \$41,730, which was included in the 2015 budget that Council approved.

**RECOMMENDATION**

No action is required as this item is for discussion purposes only. However, staff is looking for direction from Council on the Base Contract options and alternatives for inclusion in the solid waste RFP.

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

## **INTRODUCTION**

On February 28, 2017, the City's two year extension on the current solid waste collection contract with Recology CleanScapes (RCS) will expire. In order to find a contractor with the best package of services at the lowest price, the City is conducting a competitive Request for Proposals (RFP) process. The RFP is scheduled to be issued on October 1, 2015 in order to complete the RFP process and allow sufficient time to implement the contract on March 1, 2017. Attachment A to this staff report provides the proposed RFP schedule for this contract. Tonight staff will present the recommended service options, which are proposed in the RFP and Contract, for Council discussion and guidance to staff.

## **BACKGROUND**

Since incorporation, the City has operated the solid waste utility in Shoreline. This means that the City Council sets solid waste rates, service levels and service options. However, collection, customer service and billing services for the utility have been contracted out to private firms that provide these services in the region. Currently, these services are provided by RCS. On October 22, 2007, Council approved the selection of RCS for a seven year contract for residents and businesses in Shoreline. In 2008, RCS's contract was amended to clarify service levels, among other amendments.

More recently, at a Council dinner meeting on June 16, 2014, Council discussed options for the next solid waste contract, including a contract extension option for RCS. After reviewing these options, Council directed staff to proceed with a competitive process for a new solid waste contract. To allow the time needed to go through this competitive process, staff negotiated a two year extension with RCS of their current contract. As noted above, this extension will expire on February 28, 2017.

## **DISCUSSION**

As staff puts together the RFP for release later this year, there are various options that can be included in the Base Contract, and in separate potential service Alternatives, which Council will be able to consider for inclusion in the final contract executed with the winner of the competitive process.

The draft Base Contract is an updated version of the City's current contract with RCS, and includes a number of new features, including those discussed below. All Solid Waste Collection Contractors (Contractors) will propose rates for the Base Contract, which allows the City to evaluate proposals on a consistent basis.

The City will also request separate rates for several service Alternatives, which Council will be able to consider for inclusion in the final contract executed with the winner of the competitive process. As a result, the City will be receiving two sets of rates, i.e. one rate for the cost of implementing the Base Contract, and a separate rate for only the cost of providing the additional Alternative service, if desired by the City.

Below are some of the major components of the draft Base Contract that staff is recommending to Council for inclusion in the RFP. Following the highlights of the Base Contract, selected Alternatives will be discussed.

## **Base Contract**

### **1. Term of Contract**

The two standard contracting options for solid waste collection are a seven year contract or a 10 year contract, with two potential two year extensions for both terms. The City's current contract is for seven years with two, two year extensions.

If regional solid waste collection rates go down, as they are currently, the City has the advantage of re-bidding the contract in seven years, rather than waiting 10 years for the contract to expire. With a 10 year contract, however, hauler rates may be lower in their proposals, since the cost of new trucks and containers will be amortized over a longer contract.

- Staff's recommendation is to keep the seven year term in the Base Contract, and as a Contract Alternative to ask Contractors to provide rate savings if the Contract term were to be 10 years.

### **2. Annual Rate Escalator**

A rate adjustment process uses published indices to calculate an annual rate modification. In 2007, when the City conducted its previous solid waste RFP process, fuel, material, and labor costs were rapidly rising. A composite formula was used as the annual rate escalator, which included various weights for the Consumer Price Index (CPI), Diesel Fuel, and the Employment Compensation Costs. A simpler option is to base the rate escalator on the CPI, which is consistent with other City contracts and how the City provides Cost of Living Adjustments (COLA) for City staff (90% of CPI-U).

- Staff recommends that the Seattle-Tacoma-Bremerton CPI-U (100%) is used as the Annual Rate Escalator in the Base Contract, since it is easy to use, and it's available in time for the City's budget development process.

### **3. Truck Fleet**

The typical life span of a solid waste collection truck is approximately 10 years. Today, the RCS trucks used in Shoreline are eight years old and meet the Environmental Protection Agency 2007 emission standards for diesel trucks. Solid waste Contractors who may submit a Proposal to the City's RFP may have similarly aged trucks and/or may need to expand their fleet to provide service in Shoreline. Given this situation, a new fleet of trucks will likely need to be purchased prior to or during the term of the new contract.

There are several benefits to the Shoreline community of using Compressed Natural Gas (CNG) trucks. They will help keep customer rates low, since CNG fuel costs less than biodiesel, and the trucks have lower maintenance costs. An added benefit is that the trucks will produce less greenhouse gas (GHG)



emissions than diesel or biodiesel trucks, which will help the City achieve its GHG targets.

- Staff recommends that the Base Contract include the cost for a new fleet of CNG trucks in order to keep rates low, to assist the City meet its climate targets, and to advance Council Goal 2, which states, "...it is important to include efforts that will enhance Shoreline's natural environment, ultimately having a positive impact on the Puget Sound region."

#### **4. Annual Performance Review**

In order to ensure that our customers receive a high quality of service on a consistent basis, staff is proposing that the City (partially through a contracted third party) conduct an annual performance review of the contractor's performance under this new contract. Potential contract areas to be reviewed and scored include truck signage and leaks; container condition; contamination levels in curbside recyclables and compostables; customer service center response; etc.

For example, if the contractor's annual performance score is less than 90%, the contractor could be required to develop and implement an Action Plan at the contractor's cost, and a contract compliance failure fee of 2% of the revenue (approximately \$100,000) would be paid to the City. The cost to hire a consultant to audit contamination levels in curbside recyclables and compostables would be included in the Administrative Fee paid to the City.

- Staff recommends including the annual performance review in the Base Contract to encourage a high level of Contractor compliance and service.

#### **5. Proposal Evaluation Ratio**

The evaluation ratio expresses the relationship of rates to the qualitative aspects of the Proposals as they are reviewed by the City for contract award. For example, a ratio of 70/30 means that 70% of the RFP scoring would be based on the cost of the Proposals and 30% of the scoring would be on the qualitative elements of the Proposals.

- Staff recommends an 80/20 ratio, which places 80% of the evaluation on the rates and 20% on the qualitative aspects. This is the same ratio that was used by the City in its 2007 collection contract procurement.

#### **Alternatives to Base Contract**

Each service in the list below will be priced separately from the cost of the Base Contract. Council will be able to consider if one or more of the Alternatives is to be included in the final contract executed with the winner of the competitive process.

##### **1. Embedded Yard Debris/Food Scraps Service**

In the City's current contract, Yard Debris/Food Scraps Service is provided only by subscription for an extra cost, and can continue, if Council chooses. The Alternative however would embed this service into existing service for all single-family residents at no additional charge. This service could be provided weekly or every-other-week; would increase recycling by removing the food scraps from the garbage (typically 30% of garbage); would support the City's Solid Waste

Interlocal Agreement with King County to increase recycling; and could help keep disposal rates lower over time, by extending the life of the landfill.

- Staff recommends this service for Shoreline's residents, in order to promote resource conservation, increase recycling, and support the City's Solid Waste ILA with King County.

## **2. Street Storm Debris Collection**

Currently, City staff collects debris in City streets after a storm event, such as wind storm. If the Contractor's staff collects the debris, however, rates might be lower.

- Staff recommends this service as an Alternative for Council to consider. It could promote the safety of residents and a healthy environment.

## **3. Mandatory Garbage Service**

In Shoreline's contract with RCS, residents and businesses have the choice to subscribe for garbage service or to dispose of it in some other way, e.g. to "self-haul" it to the Transfer Station. Both have a cost to residents. Self-haulers currently pay a flat fee of \$22 for 320 pounds of garbage in a car/sedan, or \$129.40 per ton in a truck. Residents pay \$17.74 per month for a 32-gallon cart with a total monthly weight of 240 pounds of garbage collected weekly.

It is estimated that subscribing to garbage service avoids an increase in GHGs by reducing the number of cars traveling to the Transfer Station and waiting in line to dispose of garbage. Self-haulers living a few blocks from the Transfer Station may also avoid some GHG emissions compared to a diesel garbage truck, however, their flat rate fee at the Transfer Station would still be higher than if they subscribed to garbage service.

Typically, mandatory service, i.e. the requirement that all residents pay for garbage service from the Contractor, spreads the rates among more households, reducing overall rates per household. It may also reduce the number of complaints from neighbors living near self-haulers; helps maintain property values; and promotes public and environmental health.

- Staff recommends asking Contractors to provide a general description of their approach to this service and provide the price/savings of mandatory collection as a Contract Alternative. This strategy allows Council to consider it before the Contract is awarded.

### **COUNCIL GOAL ADDRESSED**

City Council Goal 2 for 2015-2017 is to "Improve Shoreline's utility, transportation, and environmental infrastructure." In the draft Base Contract if a new fleet of Compressed Natural Gas trucks for solid waste collection are included, this truck fleet would assist the City in meeting its climate targets and advance Council Goal 2.

### **RESOURCE/FINANCIAL IMPACT**

The cost for consultant services for the RFP procurement process is \$41,730, which was included in the 2015 budget that Council approved.

### **RECOMMENDATION**

No action is required as this item is for discussion purposes only. However, staff is looking for direction from Council on the Base Contract options and alternatives for inclusion in the solid waste RFP.

### **ATTACHMENTS**

Attachment A:	Request for Proposal Process Schedule
Attachment B:	Solid Waste Contract Recommendations

Attachment A

**Request for Proposals Process Schedule**

<b><u>Event</u></b>	<b><u>Time Frame</u></b>
Solid Waste RFP Discussion with the City Council	June 1, 2015
Draft RFP issued for Industry Review and Comment Period	July 6, 2015
Industry Comments Due	4:30 p.m., August 20, 2015
Publish Notice of Proposal Documents	October 1, 2015
Issue Proposal Documents	October 1, 2015
Deadline for Proponent Questions	4:30 PM, November 3, 2015
<b>Proposals Due</b>	<b>4:30 p.m., December 21, 2015</b>
Proposal Evaluation, Interviews, Selection	January 2016
Notice of Finalist to Selected Proponent	February 2016
Finalization of Contract	February/March 2016
Recommendation to City Council	March 2016
City Executes Contract	April 2016
Contractor Delivers Transition/Implementation Plan	June 2016
Container Delivery	February 2017
Start of Collection Services	March 1, 2017

### **Solid Waste Contract Recommendations**

<u>Base Contract Component</u>	<u>Recommendation</u>	<u>Community Benefit</u>
1. Term of Contract	7-years with two 2-year extensions	If regional rates go down, City could re-bid in 7 years to get lower rates
2. Annual Rate Escalator	CPI	Easy to use and available for City budget development process
3. Truck Fleet	2016 Compressed Natural Gas	To keep rates lower when oil prices increase, and to assist the City in meeting its climate targets
4. Annual Performance Review	Include in the base contract	Promotes accountability and quality service. Approximate cost \$30K for curbside evaluation and penalty 2% of revenue (~\$100K)
5. Proposal Evaluation Ratio	80/20	Evaluation ratio emphasizes rates (80%) compared to qualitative aspects (20%) of the proposals



<u>Alternatives to Base Contract</u>	<u>Recommendation</u>	<u>Community &amp; City Benefit</u>
1. Embedded Yard Debris Collection	Consider re: rates & ILA recycling goals	Continues low rates of service by extending the life of the landfill; and increases recycling and resource conservation
2. Street Storm Debris Collection	City right-of-way	Promotes community safety and recycling
3. Mandatory Garbage Service	Consider re: rates, recycling, public and environmental health	Could achieve the lowest rates; increases recycling; reduces residential complaints; and promotes public and environmental health